

**CONSUMER BUSINESS CONDITIONS****on the provision of Financial Services****to Raiffeisen Retail Customers, Premium Customers and Private Banking Customers****ANNOUNCED ON** **14 OCTOBER, 2024****EFFECTIVE AS OF** **15 OCTOBER, 2024**

(The changes and deletions introduced with effect from 1 February 2024 are highlighted with **yellow**.)

*The Bank has merged the Consumer Banking Business Conditions and the Business Rules for the Provision of Financial Services for Private Banking Customers with effect from 8 January 2024.*

*The Business Rules for the Provision of Financial Services for Private Banking Customers were terminated by the merger and its provisions were merged into the Consumer Business Conditions, which replaced the terminated Business Rules as of 8 January 2024.*

**Raiffeisen Bank Zrt.**

Number of operating license: 22/1992

Date of operating license: 3 April 1992

Company registration number: 01-10-041042

Registered office: 1133 Budapest, Váci út 116-118.

Contact address: 1133 Budapest, Váci út 116-118.

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**Definitions:**

Terms not specifically defined in these Business Rules but referred to in capital letters shall have the meaning as defined in the GBC.

**"Bank account"** means a payment account kept for the Customer as defined in Art. 2 of Act LXXXV of 2009 on the Pursuit of the Business of Payment Services.

**"Bank"** means Raiffeisen Bank Zrt.

**"Contract"** means any separate request/instruction/agreement/contract for certain services covered by these Business Rules and the Framework Agreement, as defined in the GBC, the List of Conditions, and the User Manual.

The GBC, these Business Rules, the List of Conditions, the Announcement and the regulations on certain special offers and promotions, the User Manual, the Bank's General Data Protection and Privacy Policy and the Framework Agreement shall form part of the Contract.

**"Customer"** or **"Account Holder"** means the Bank's natural person customers and, subject to the restrictions set out in any of the Bank's Business Rules, List of Conditions, Announcements, their authorised representatives, as well as the Legal Representative of a Minor.

**"Direkt channels"** mean Raiffeisen Direkt, Raiffeisen DirektNet, the myRaiffeisen Mobile App and myRaiffeisen portal collectively.

**"Fees"** mean the fees, commissions and charges regulated in these Business Conditions and in the relevant Lists of Terms & Conditions collectively.

**"Framework Agreement"** means the payment account agreement between the Bank and the Customer, regardless of its title, but including in particular the contract called *"Framework Agreement for the Provision of Financial Services"* and the *"Agreement for the Provision of Financial Services to Private Banking Customers"*.

**"GBC"** means the Bank's current General Business Conditions in force.

**"Legal Representative"** means a parent, guardian or custodian exercising parental control over a Minor in accordance with legislation from time to time in force.

**"List of Terms & Conditions"** means a document including the title, measure and due date of the fees, commissions, charges and interests charged by the Bank for the services used by the Customer—including the services governed by the Framework Agreement as well as the services provided under the Contract, and other specific terms and conditions under which certain services are provided, which is continuously available on the Bank's website and in the branches.

**"Minor with Limited Capacity"** means a Minor who has reached the age of 14 and is not incapacitated.

**"Minor"** means a natural person who has not yet reached the age of 18.

**"Parties"** the Bank and the Customer together.

**"Premium Customer"** means the Bank's natural person customer who uses a Premium account product according to the List of Conditions applicable to the Premium segment.

Any Customer who, in addition to the Framework Agreement, has concluded a supplementary agreement for the provision of Premium Banking services and has acquired a Premium "Membership" during the term of the Membership shall also be considered a Premium Customer.

**"Private Banking Customer"** or **"Private Customer"** means the Bank's natural person customer who uses a Private Banking account product in accordance with the List of Conditions applicable to the Private Banking segment.

**"Retail Customer"** means the Bank's natural person customer who uses a Retail account product according to the List of Conditions applicable to the Retail segment.

**"Segment"** means the customer base (Retail, Premium, or Private Banking) for which the Bank provides the range of services specified in the relevant List of Terms & Conditions, based on the Customer's bank account fee package.

**"Statement of fees"** means a statement made available by the Bank to the Customer once a year, on all fees incurred in connection with the use of the services related to the Customer's payment account, and where applicable on the interest rates applied for the payment account.

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**PART 1: GENERAL PROVISIONS****I. Introduction**

**1 Purpose of the Business Rules:** The purpose of these Business Rules is to set forth certain rules of general effect connected to the financial services offered to the Customers by the Bank subject to these Business Rules and to set forth the contractual terms and conditions.

**2 Scope of the Business Rules:** These Business Rules shall apply to the Framework Agreement and the Contract(s) between the Bank and the Customer, all agreements and declarations relating thereto and any other agreements between the Parties which expressly so provide.

The provisions of Part 1, Chapter XI, Segmentation and Reclassification Rules of these Business Rules shall apply to Customers entering into a new Framework Agreement or a Framework Agreement Amendment **in unified structure covering** also the Segmentation and Reclassification Rules from 1 February 2024, from the date of the Framework Agreement or Framework Agreement Amendment.

In relation to Private Customers, this Business Rules shall be applicable to all Framework Contracts entered into prior to 8 January 2024 and in force on that date, provided that

- (i) with respect to the Framework Agreement entitled "*Agreement on the Provision of Financial Services to Private Banking Customers*" entered into from 17 June 2022 to 7 January 2024, and the agreements and legal declarations made in connection therewith, the provisions of the "*Business Rules for the Provision of Financial Services for Private Banking Customers*" referred to therein are incorporated into these Business Rules;
- (ii) the provisions of the contract entitled "*Agreement on the Provision of Financial Services to Private Banking Customers*" concluded before 17 June 2022 or any payment account contract of any name concluded between the Bank and its Private Banking Customer as a Framework Contract, as well as the provisions of the agreements and declarations made in connection therewith, constituting general terms and conditions have been incorporated into the "*Business Rules for the Provision of Financial Services for Private Banking Customers*" as of 17 June 2022.

Thus, in view of the incorporation of the "*Business Rules for the Provision of Financial Services for Private Banking Customers*" into these Business Rules, these Framework Agreements, agreements and declarations shall also be deemed to be covered by these Business Rules.

In addition, in the case of Private Customers, these Business Rules shall apply to all Framework Agreement entitled "*Agreement on the Provision of Financial Services to Private Banking Customers*" concluded from 8 January 2024 as well as any related agreements and declarations, even if they contain a reference to the "*Business Rules for the Provision of Financial Services for Private Banking Customers*", i.e. a reference to the "*Business Rules for the Provision of Financial Services for Private Banking Customers*" shall be construed as a reference to these Business Rules.

**3 Establishing a business relationship:** The Bank may conclude a Framework Agreement and other Contract(s) with the Customer for the provision of financial services. The conclusion of the Framework Agreement is a precondition for the establishment of a business relationship between the Bank and the Customer under these Business Rules.

**4 Publicity of the Business Rules:** These Business Rules are public and available for anyone at the Bank's website and in the Bank's customer areas (bank branches)

**5 Content of a legal transaction between the Bank and the Customer:** For the content of a legal transaction between the Bank and the Customer, in the case of financial services governed by the Framework Agreement, primarily the Customer's order, the relevant Contract, the provisions of the Framework Agreement and these Business Conditions, and secondarily the Bank's GBC shall prevail; as regards issues not regulated this way, the provisions of Hungarian laws from time to time in effect shall be governing.

**6 Illegality, partial invalidity:** Upon any change in legislation, if the new law is contrary to any section of these Business Conditions, the concerned section shall be automatically construed with a modified content complying with the changed law from the date of effect of the change. This shall not have any impact on the force and validity of any section of these Business Conditions that is left unaffected by the change in legislation, or the force and validity of any provision of an affected section.

If any provision or part of a provision of these Business Rules becomes void, invalid or unenforceable, this shall not affect the effect or validity of the other provisions. In this case, the Bank shall replace the invalid or unenforceable provision by an effective, valid or enforceable provision which corresponds as closely as possible to the intention and economic purpose of the provision which has become void, invalid or unenforceable.

**7 Data Processing:** the Customer is aware that the Bank is entitled to request from the Customer information, data and documents containing such information concerning the Customer's personal, income, deposit, credit and risk data for the purpose of providing the services requested by the Customer, verifying the Customer's obligations and fulfilling the Bank's commitments. The Customer shall provide the Bank with the data and information and documents required by the Bank in the course of its business relationship with the Bank in connection with certain services requested by the Customer. The Bank shall be entitled to verify such data, information or documents on the basis of the Customer's express written authorisation.

**8 Amendment of the Business Rules and the Contract:** For any modification or amendment of these Business Conditions, or of any Contract concluded with the Customer for financial services or ancillary financial services, the provisions of Part One, Chapter XIX of the Bank's GBC shall be governing as applicable.

## II. Provisions for Minor Account Holders

**1 Scope of the provisions applicable to Minor Account Holders:** The rules concerning any legal relationship of a Minor account holding Customer with the Bank shall apply subject to the provisions of this Chapter.

**2 Contracting:** The Bank shall provide services to account holding Minors with Limited Capacity in accordance with the Framework Agreement concluded with the written consent of the Legal Representative, who should be present in-person.

**3 Right of representation of the Legal Representative:** An adult person acting with the Minor who has declared to the Bank that he/she has the legal right of representation shall be presumed to have legal right of representation, unless the contrary is proved.

At the Bank's request, the Legal Representative is obliged to prove his/her legal representative status, for which the Bank is entitled to request the presentation or submission of the necessary documents (birth certificate, final decision of court or guardianship authority, etc.).

The Legal Representative must notify the Bank immediately of the termination of his/her right of legal representation. Such notification does not affect the Minor account holder's right of disposal of the Bank Account. The Bank must also be informed without delay of the termination of the right of representation of the Legal Representative notified to the Bank by the Minor account holder as well as his/her Legal Representative who

currently has the right of representation, with simultaneous notification to the Bank of the Legal Representative who has the right of representation.

The Bank shall not be liable for any damage resulting from the failure to notify the Bank as described above.

**4 Approval, consent of the Legal Representative:** In the case of the conclusion of a contract for the Minor account holder with Limited Capacity, the Legal Representative shall, by means of a legal statement, approve the conclusion of the contractual relationship and consent to the use of the related services and the execution of payment transactions as set out in the Framework Agreement, in the relevant Announcement and in these Business Conditions. A Minor account holder with Limited Capacity has the right to freely dispose of his/her Bank Account, which the Legal Representative consents to by signing the Framework Agreement.

**5 Right of disposal:** The Bank shall register the Minor as an account holder and the Legal Representative as a permanent authorised representative, subject to the exceptions set out in the applicable Announcement in force at the time. As set out in the Announcement, the Legal Representative shall be entitled to take certain legal actions and make certain legal statements on behalf of the Minor independently as well, whereas the Minor account holder shall be entitled to take certain legal actions and make certain legal statements together with the Legal Representative only. The Legal Representative shall have independent control over the Bank Account. No further permanent authorisation may be granted to other parties over the Minor's Bank Account.

**6 Legal representative clause:** By signing the clause of the Framework Agreement, the Legal Representative guarantees that the Bank Account will only contain funds to which the Minor is entitled and which the Minor or his/her Legal Representative may freely dispose of without any restrictions.

By signing the clause of the Framework Agreement, the Legal Representative warrants that he/she shall manage the Bank Account in accordance with the legal provisions from time to time in force, in the best interests of the Minor account holder, which shall be the sole responsibility of the Legal Representative.

The Bank shall not be obliged to verify whether the Minor or the Legal Representative is entitled to dispose of the balance available on the Minor's Bank Account in accordance with other legal provisions, or whether the Legal Representative has the consent of the guardianship authority to issue or approve any given payment order. In this respect, compliance with the law shall be the sole duty and responsibility of the Legal Representative.

**7 Bank Card Application:** A Bank Card can be requested for the Minor account holder's Bank Account. By applying for the Bank Card, the Legal Representative consents to the Bank issuing a Bank Card to the Minor account holder and consents to the Minor account holder receiving the Bank Card and PIN (or other Means of Identification) issued to his/her own name and to the Minor having control over the Bank Account through the Bank Card.

**8 Electronic Channel access:** The Legal Representative is entitled to request Electronic Channel access for the Minor account holder within the scope set out in the relevant applicable Announcement in force from time to time. By submitting the application, the Legal Representative consents to the Bank providing the Minor account holder with the Means of Identification necessary for the disposal of the Bank Account through the Electronic Channels and to the Minor disposing of the Bank Account through the Electronic Channels.

**9 Legal consequences of reaching the age of majority:** After the Minor account holder reaches the age of majority (attainment of the age of 18 or proof of majority), the permanent power of attorney of the Legal Representative shall be maintained and will not automatically cease; however, the adult account holder shall be entitled to make any legal statements to the Bank independently.

### **III. List of Terms & Conditions, Charging, debiting of fees**

The amount of due fees, commissions, charges and interests charged pursuant to the List of Terms & Conditions or the Contract with the Customer – unless otherwise agreed by the Parties – shall be automatically debited to such

Bank Account of the Customer in connection with which the given fee, commission, charge or interest arises. If the available balance in the Bank Account to be debited is insufficient, the Bank shall have the right to set off its due fee, commission and interest receivables against the credit balance recorded in any Bank Account of the Customer kept at the Bank, i.e. to debit such Bank Account with the amount of its claim. The Bank may enforce its set-off right against the Customer's time deposits as well, irrespective of the maturity of such time deposits (i.e. via early redemption). The Customer may not put forth reimbursement claims on the Bank for any interest loss or any other kind of loss that might be stemming from this.

#### **IV. Specimen signature, Third Party Authorisation**

Upon the conclusion of the Framework Agreement, the Customer hands the Bank his/her specimen signature pursuant to the Bank's GBC, and may as well authorise third parties on a standing basis to dispose of his/her Bank Account(s). By having such authorised third parties registered at the Bank, the Customer acknowledges that third parties authorised on a standing basis shall be entitled in this capacity of theirs to use the Bank's Raiffeisen Direkt and Raiffeisen Mobile Banking services in accordance with Part 1, Chapter IV of these Business Conditions. Before fulfilling the Customer's payment orders and other instructions, the Bank shall have the right—apart from signature verification—to check the Customer's personal data as well.

#### **V. Orders for the Event of Death**

Customers who are legally mature Hungarian citizens may also give instructions for the event of death in respect of the current "Credit" Balance of their Bank Accounts kept at the Bank (any specific Bank account or all Bank Accounts)—including any time deposits transferred from the given Bank Account to a time deposit account under the Customer's order—in the form and by the method required by the Bank. Under such instructions, the Bank shall in the event of the Customer's death pay the Credit Balance of the bank account constituting the subject of the instruction, as well as of any time deposit transferred from such Bank Account, to the Beneficiary or Beneficiaries named by the Customer. If the Customer's death is certified in a credible manner—by the presentation of a death certificate, or a legally valid writ of a court of justice ascertaining or declaring the event of death—the Bank shall only verify the identity of the Beneficiary or Beneficiaries before effecting the payment, without asking for a legally effective writ concerning the delivery of the estate or a certificate of inheritance. The Beneficiary may not transfer to third parties or inherit this title of his/hers. Upon the Customer's death, the Beneficiary shall not become the holder of the Bank Account; he/she may only give orders for the termination of the Bank Account and the time deposit, and the withdrawal in cash or transfer to another Bank Account of the balance of the Bank Account or time deposit. If the Beneficiary is a minor, presentation to the Bank of a legally enforceable resolution of the guardianship authority providing approval is a precondition for payment.

#### **VI. Notification, Sales and Service Channels**

##### **1 Channels available to the Customer:**

The Customer may give orders in respect of his/her funds deposited at the Bank via the notification, sales and service channels operated by the Bank, e.g. branches, Direkt channels.

**2 Channels used by the Bank:** The Bank may send notices and messages for the Customer to the mailing address, e-mail address or mobile phone number provided by the Customer and registered in the Bank's systems, or through the Direkt channels. Until proven otherwise, the data available in the Bank's systems—including address, e-mail address and mobile phone number—shall be regarded as valid and appropriate data to be used for the performance of the service. A message sent electronically shall be regarded as communicated in the moment of sending.

**3 Request for information, data clarification:** If there are doubts as regards the authenticity or timeliness of the data provided by the Customer, the Bank shall have the right to consult certified public records, by data requests make inquiries about the data available there, and correct inaccurate or untimely data in its systems. If there are doubts about the Customer's identity, then in order to meet its obligation of identification as per the Money Laundering Act, the Bank shall notify the Customer, and request him/her to provide the missing data.

**4 Branches:** Unless otherwise provided for, the Customer shall have the right to conclude agreements for financial services with the Bank, submit requests, legal declarations, authorise third parties on a standing basis, initiate bank account switching, give instructions for the event of death, give orders, as well as revoke orders at the terms & conditions from time to time in effect, at any (retail) branch serving natural person customers of the Bank's branch network.

## **VII. Rules applicable to Direkt channels:**

### **1 New software versions, extension of the range of services**

To the extent possible, the Bank undertakes to introduce the latest software version, which it shall inform the Customer of and which the Customer shall be obliged to use. If the Customer fails to comply with this obligation, the Bank may disable the use of the previous version and, at the same time, the further use of Raiffeisen DirektNet. The Customer or his/her authorised permanent representative shall automatically be entitled to use the new services of the DirectNet channel used by him/her under the conditions communicated by the Bank.

The Bank reserves the right to extend the range of services provided through the Direct Channels, of which the Bank shall inform the Customer.

### **2 Amendment of the contractual conditions for the Direct Channels**

Amendments to the contractual terms and conditions of Raiffeisen Direkt and/or Raiffeisen DirektNet shall be governed by the provisions of Chapter XIX of Part 1 of the GBC, as applicable.

### **3 Raiffeisen Direkt**

**3.1** Raiffeisen Direkt is a telebanking customer service operated by the Bank.

Through Raiffeisen Direkt, the Customer may

- (a) give orders in respect of any of his/her accounts kept at the Bank (including Bank Accounts and deposit accounts), up to the limits specified in the List of Terms & Conditions from time to time in effect,
- (b) request verbal information concerning any of his/her transactions and agreements with the Bank, ask for statements of account,
- (c) request information on the financial services offered by the Bank and the terms and conditions of such services,
- (d) give notice to the Bank regarding any change in his/her data as recorded in the Framework Agreement or in Contracts, except for the Customer's name or citizenship, the number of his/her personal ID document, or change of permanent address in Hungary which may only be changed in the registries in-person, at the branch,
- (e) inform the Bank of his/her intentions to conclude an agreement for any financial service offered by the Bank,
- (f) report the loss or theft of his/her credit and debit cards, as well as use other bank card-related services,
- (g) file a complaint,
- (h) request information regarding which services are available through Raiffeisen Direkt with or without a time limit.

**3.2** The Bank publishes the services available on the Direkt Channel (telephone customer service) and their availability in the relevant Announcement.

**3.3 Using Raiffeisen Direkt:** The Customer may initiate using the services of Raiffeisen Direkt in the manners determined by the Bank, provided that he/she has a mobile telephone number registered at the Bank. After activating the Raiffeisen Direkt service, the Customer may transact the operations listed above subject to proper verification of his/her identity.

The Customer may initiate the activation of the services if he/she holds the randomly generated, non-reusable 4-digit Raiffeisen Activation Code sent by the Bank in an SMS message to the mobile telephone number provided by the Customer. Activation takes place by the Account Holder calling the telephone number of Raiffeisen Direkt and identifying with the Raiffeisen Direkt ID and Activation Code. After activation, the Customer provides the 4-digit Direkt PIN Code selected by himself/herself, which is to serve to identify the Customer going forward.

Following activation, the Bank will identify the Customer upon his/her entry to Raiffeisen Direkt with his/her Direkt ID and Direkt PIN Code. If the Direkt PIN Code is entered incorrectly 3 consecutive times, any further use of the Direkt PIN Code shall be automatically suspended for 24 hours, or banned if the Customer requests so.

If the Direkt PIN Code is banned for any reason, the Customer may use the Raiffeisen Direkt service again only after requesting and activating a new Direct Identifier; the Customer may apply for the new Activation Code necessary for this in-person at any Raiffeisen branch. The sending of the Activation Code, activation and the provision of the new Direkt PIN Code will take place as described above.

The Customer may also request – in the manners specified by the Bank—the use of the services of Raiffeisen Direkt for third parties registered at the Bank as persons authorised on a standing basis. Such third party authorised on a standing basis may use the services of Raiffeisen Direkt with his/her own Direkt ID—following activation of the service with his/her own Activation Code—using his/her own Direkt PIN Code provided to the Bank upon activation. The Customer shall make sure that third parties authorised by him/her know and observe the provisions of these Business Conditions concerning Raiffeisen Direkt; the Bank shall not be held liable for any loss sustained by the Customer on account of omissions in this respect.

The Customer or authorised third parties may initiate changing their Direkt PIN Codes via Raiffeisen Direkt any time.

**3.4 Provisions Concerning Customers Having a Valid Contract for Raiffeisen Direkt Services on 2 November 2010** The Direkt PIN Code and any other Means of Identification of Customers having a valid contract on 2 November 2010 for Raiffeisen Direkt services will remain in force until it is banned (if that might be the case).

Upon the blockage of the Direkt PIN Code, upon the Customer's request the Bank will send to the mobile phone number provided by the Customer and registered at the Bank a non-reusable activation code in SMS. The Customer may provide his/her new 4-digit Direkt PIN code chosen by himself/herself through Raiffeisen Direkt, using this activation code, and in the future use the services of Raiffeisen Direkt using the Direkt ID and this new Direkt PIN Code.

**3.5 Raiffeisen Direkt Data Recording:** The Customer acknowledges that the lists generated by the Bank's electronic data processing systems shall serve as proper evidence against the Customer in respect of the execution of the banking transactions recorded therein, as well as certify the fact of preliminary identification through the Customer's Direkt ID and Direkt PIN Code or other Means of Identification

#### **4 Raiffeisen DirektNet**

**4.1** Through Raiffeisen DirektNet the Customer (or a third party authorised by the Customer on a standing basis in respect of all Bank Accounts of the Customer kept at the Bank) may enquire balance and transaction history related information in respect of the Customer's Bank Accounts kept at the Bank, get information on his/her past due debts owing to the Bank, as well as give orders of the types offered by Raiffeisen DirektNet up to the limits (regarding the number or amount of the orders) specified in the List of Terms & Conditions from time to time in effect. The Customer or his/her permanent representative registered with the Bank shall have the right to attach via Raiffeisen DirektNet secondary account identifiers to the Customer's payment account, or to modify or delete secondary account identifiers, as well as to view registered secondary account identifiers, subject to the relevant provisions of

the GBC. Modification takes place through the deletion of the previously registered secondary account identifier and the registration of a new one.

The Bank shall have the right to suspend the use of Raiffeisen DirektNet for an unspecified period of time, or to modify the amount or quantity of the orders the Customer may give as specified in the List of Terms & Conditions, if on the basis of information available to the Bank these measures are reasonably expected to protect the funds of an unpredictable number of Customers managed at the Bank (e.g. attempt to unlawfully obtain the identification data of Customers), or ensure the safe operation of Raiffeisen DirektNet. The Bank shall inform the Customers of any restriction in its website ([www.raiffeisen.hu](http://www.raiffeisen.hu)) and/or through Raiffeisen Direkt. During the time of the restriction, the Customer may give orders to the Bank via the other service channels.

#### **4.2 Using Raiffeisen DirektNet**

It is a precondition for using the Raiffeisen DirektNet service that the Customer has Raiffeisen Direkt access. The Customer may initiate using the services of Raiffeisen DirektNet in the manners specified by the Bank, provided that the Customer has a mobile phone number registered at the Bank. The Raiffeisen DirektNet service is activated by means of an 8-digit Direkt ID sent to the Customer upon requesting the DirektNet service and a one-time Activation Code sent by SMS to the mobile phone number provided by the Customer via the DirektNet internet platform. After providing the Direkt ID and the Activation Code, the Customer is required to provide a Password of his/her choice. Upon entry to Raiffeisen DirektNet, the Bank will identify the Customer using strong customer authentication as per Part 1. Chapter V, Section 5.10. of the GBC. The Customer will be able to use the services of Raiffeisen DirektNet after successful identification. For the execution of orders given via the Raiffeisen DirektNet channel, the Bank shall use strong customer authentication as per Part 1 Chapter V, Section 5.10. of the GBC.

The Customer—by submitting the same application—may also request use of the services of Raiffeisen DirektNet for third parties registered at the Bank as persons authorised on a standing basis. The Customer expressly acknowledges that if use of Raiffeisen DirektNet is ensured for an authorised third party, such authorised third party shall have access (unless the Customer provides otherwise) to all accounts of the Customer kept at the Bank. A third party authorised on a standing basis may use the services of Raiffeisen DirektNet with his/her own Direkt ID—following activation of the service as per Section IV/4.3.3—using his/her password provided to the Bank upon activation.

Submission of an application by the Customer shall at the same time qualify as an acceptance by the Customer of the terms and conditions concerning Raiffeisen DirektNet as set forth in these Business Conditions. The Customer shall make sure that authorised third parties who have access to Raiffeisen DirektNet know and observe the provisions concerning the use of Raiffeisen DirektNet as set forth in these Business Conditions, as well as the instructions for use described in the Raiffeisen DirektNet Users Manual; the Bank shall not be held liable for any loss the Customer might sustain as a result of omissions in this respect.

If either as an account holder or an authorised representative the Customer has right of access in respect of several payment accounts (Retail, Corporate, Premium or Private, etc.), he/she will be able to enter DirektNet with any of his/her Direkt ID-s, where he/she will access all payment accounts to which he/she has right of access.

#### **4.3 Raiffeisen DirektNet Users Manual**

The Customer shall provide for the technical prerequisites specified in the Raiffeisen DirektNet Users Manual as necessary for the use of Raiffeisen DirektNet. The Bank shall make the Manual as well as any other information and supplementary tools necessary for the use of Raiffeisen DirektNet available to the Customer in its Internet website ([www.raiffeisen.hu](http://www.raiffeisen.hu)). The Customer understands that the service shall be provided through the Internet network. In view for the safe accessibility of the services provided by the Bank, the Customer shall follow the instructions described in the Manual when using Raiffeisen DirektNet. The Customer acknowledges that only the precise execution of these instructions and entering his/her real user data shall create an authority for the Customer to use Raiffeisen DirektNet; in the case of any deviation from the procedures described in the Manual the services of Raiffeisen DirektNet may not be used.

**4.4 Preconditions for the Execution of Orders Sent/Received via Raiffeisen DirektNet** The Bank shall execute the Customer's (or his/her representatives') orders only after the Customer has obtained the right to use the DirektNet as set forth in these Business Conditions. Electronically sent formally deficient or financially uncovered orders shall not be executed.

In the data turnover between the Parties, the Bank shall recognise any change in the intactness and consistency of the data sent or received by the Bank by means of controls incorporated in software applications (and in accordance with the measure of such controls).

#### **4.5 Raiffeisen DirektNet Data Recording**

The Customer takes note that the lists generated by the Bank's electronic data processing system serve as sufficient and conclusive evidence against the Customer for the execution of the banking operations recorded therein and certify the fact of prior customer verification through the Customer's identification data.

### **5 Common Rules for Direkt Channels**

#### **5.1 Execution of Orders Given via Direkt Channels**

Unless the Customer provides otherwise, orders received before the cut-off times specified in the List of Terms & Conditions shall be executed on the date of receipt, and orders received after such cut-off times shall be regarded as received on the next banking day, and executed accordingly. Orders received via Direkt channels during the weekend or on banking holidays shall be executed on the next banking day, except for

- in-Bank instant credit transfer orders submitted via DirektNet, which will be executed within 5 seconds of the receipt of the payment order even during the weekend or on banking holidays, and for which orders the relevant laws concerning payments and the provisions of the GBC shall be governing as applicable, and
- instant credit transfer orders submitted via DirektNet, which will be executed within 5 seconds of the receipt of the payment order even during the weekend or on banking holidays, and for which orders the relevant laws concerning payments and the provisions of the GBC shall be governing as applicable.

#### **5.2 Statements of Account and Complaints Concerning Orders Given via Direkt Channels**

The Customer shall be informed of the execution of orders given via Direkt channels by means of statements of account.

In the case of an in-Bank instant credit transfer, the Bank shall without delay send or make available the notice on the execution of the order for the Customer as a payer in the electronic channel in which the order was given.

In the case of an instant credit transfer, the Bank shall without delay send or make available the notice on the execution of the order for the Customer as a payer in the electronic channel in which the order was given. The Customer shall be sent statements of account in the way and with the frequency specified in Chapter "Account Keeping" of these Business Conditions. Unless the Customer makes a comment or complaint in writing in respect of the bank account statement within the timeframe specified in Part One, Section XVII/17.4 of the Bank's GBC, the Customer shall be deemed to have accepted the order given via the relevant Direkt channel. Such complaint should include the Customer's name, address, customer ID, the way the order was given, and the date of execution, amount and type of the protested transaction. The Bank shall investigate the complaint within 15 banking days of receipt and notify the Customer in writing—or in any other form requested by the Customer—of the findings of the investigation.

#### **5.3 Termination of Raiffeisen Direkt and DirektNet Services**

The Customer—or an authorised third party entitled to use Direkt channels—may any time initiate termination of the further use of Raiffeisen DirektNet, or of Raiffeisen Direkt and Raiffeisen DirektNet, by forwarding a unilateral written statement to the Bank, or via Raiffeisen Direkt (using his/her Direkt PIN Code and Direkt ID). Termination of access to Raiffeisen Direkt shall automatically terminate the access to Raiffeisen DirektNet as well. The Bank shall automatically terminate (block) the use of Raiffeisen DirektNet by the Customer (and authorised third parties) in the event the Customer's accounts at the Bank are terminated. The Bank shall terminate the access to the Direct

Channels upon receipt of the Customer's termination notice, upon notification of the Customer via Raiffeisen Direkt or upon termination of the Customer's last Bank Account maintained by the Bank. The Bank shall also have the right to terminate the use of Raiffeisen DirektNet, or Raiffeisen Direkt with immediate effect if the Customer or an authorised third party violates any provision of these Business Rules, the GBC or the User Manual concerning the use of Raiffeisen DirektNet or acts otherwise unlawfully.

#### **5.4 Confidentiality of the Secret Codes and Identifiers of Direkt Channels (Blockage)**

The Customer or his/her authorised representative may use the services of the Direkt Channels only in accordance with the rules set out in these Business Rules, the User Manual and the GBC applicable to the conditions of use. The Customer, as well as any third party authorised on a standing basis, shall make sure that the Activation Code, the Direkt PIN Code and Direkt ID, as well as the Personal Identification Element as specified in the General Business Conditions, the User Manual which are necessary to use Raiffeisen DirektNet remain secret and are stored safely, inaccessibly for unauthorised parties. The Customer among others undertakes to record only and exclusively his/her own biometric identifiers in the device used by him/her.

If a Means of Identification is lost or stolen or is obtained by or becomes known to unauthorised parties, or is destroyed, or if a third party uses the same in an unauthorised manner, the Customer or permanent representative shall immediately report this fact to the Bank. Notice can be made any day of the week, 0-24 hours at the telephone number of Raiffeisen Direkt.

Other persons may also initiate blockage if the Customer or the authorised party is impeded and the person making the notice is able to present credible evidence of this circumstance. In such event the Bank shall not be held liable for any loss the Customer or the authorised party might sustain as a result of the blockage. A notice is to be held valid and effective only if it includes the Customer's personal data—if the notice is made by a third party authorised on a standing basis, then his/her name as well—the exact account number, the reason for the notice, and a definite and unambiguous request by the caller for the blockage of the right to use Raiffeisen Direkt or Raiffeisen DirektNet. If the Customer or the authorised party has a Direkt PIN Code enabling them to use Raiffeisen Direkt, the caller shall be identified by means of this Direkt PIN Code. On the basis of such notice, the Bank shall immediately block access to the given Direkt channel by means of the relevant Personal Identification elements. The account holder or authorised third party in respect of whom the service has been blocked may use the service again only after requesting and activating a new Direkt ID, for which a new Activation Code will be sent by the Bank to the Customer or his/her authorised representative by SMS message upon request. The activation and the provision of the new Direkt PIN shall be carried out in accordance with the provisions of Section Using Raiffeisen DirektNet of these Business Rules.

In the event of loss of the Activation Code, Direkt Identifier or Direkt PIN (or any Personal Identification Element), or in the event that an unauthorised third party obtains knowledge of or uses the same, the liability rules set out in these Business Rules and the GBC shall apply.

#### **5.5 Other Rules of Liability Concerning Direkt Channels**

The Customer shall do his/her best in ensuring that the telephone set and the IT device used by the Customer from time to time for the purposes of access to Direkt channels are in a condition enabled to connect to the internet and to receive the messages sent by the Bank, and to initiate or launch transactions.

The Bank shall not be liable for any losses resulting from the failure of the Bank's computer system assigned to the services provided through the telephone or Electronic Channels (including Direkt Channels) or any auxiliary or back-up system thereof, and the Customer was unable to use the services through these channels until the failure was eliminated.

The Bank shall not be liable for any losses or costs arising from the use of its Internet websites, their unusability, malfunction or breakdown, or unauthorised alteration of data or documents accessible via them by any person, or from delays in the transmission of information by the telephone or electronic channels, computer viruses, line or system failures or other technical issues.

The Bank shall detect alterations in the integrity and consistency of the data sent or received by it in the data traffic between the Parties in accordance with the extent of the controls built into the software and by means of such controls.

## **VIII. Raiffeisen Mobile Banking**

### **1 Mobile Banking Service**

The Bank shall provide Mobile Banking services upon the Customer's request.

The general terms & conditions of the Raiffeisen Mobile Banking service are set forth in the GBC and these Business Conditions, while the data of the Customer using the service, the statements made by the Customer in the scope of the request, and other rules concerning the range of the services and their method of usage are included—depending on the method of application—in the Mobile Banking Contract / data form, and if the Customer applies for the service via Raiffeisen Direkt, in the tape-recorded phone call.

The Bank shall have the right to send SMS messages serving the Customer's convenience and information to Customers using the Raiffeisen Mobile Banking service, as well as to those not using the service, to the mobile phone number provided by the Customer to the Bank in an agreement.

The types of services available to the Customer at any given time, the range of transactions that may be initiated and the manner of their use are set forth in the relevant application/data sheet, the List of Terms & Conditions and the Raiffeisen Mobil Banking User Guide.

Amendments to the terms and conditions of the Mobile Banking Service shall be governed by the provisions of Part 1, Chapter XIX of the General Business Conditions, as applicable.

### **2 Applying for the Mobile Banking Service**

The Customer may initiate using the Mobile Banking service by completing and submitting to the Bank the application provided by the Bank for this purpose, or via Raiffeisen DirektNet by completing and forwarding the relevant data form, or on the phone, via Raiffeisen Direkt (after proper identification by the Direkt PIN Code).

In the course of the telephone application or in the application/data form the Customer shall specify—choosing from the offered options—what type of information he/she wishes to receive to the specified mobile phone number in the scope of the Mobile Banking service.

After the application has been submitted, the Bank shall notify the Customer of the Mobile Banking service becoming active by sending an SMS message to the mobile phone number identified by the Customer.

Third parties authorised on a standing basis by the Customer may also request the Raiffeisen Mobile Banking service for themselves. Therefore in the sections of this Business Rules applicable to Mobile Banking Service, the designation "Customer" shall comprise third parties authorised on a standing basis as well.

If the Customer wishes to use the Mobile Banking service in respect of several mobile phone numbers, the service must be requested separately for each mobile phone number.

For additional cardholders, the Mobile Banking service may only be requested by the principal cardholder.

### **3 Fees of the Mobile Banking Service and Their Payment**

In the scope of one Contract (single fee payment), the Customer may request the service for any number of his/her own Bank Accounts and bank cards (including additional cards), but only one mobile phone number may be involved in the service. If the Customer wishes to receive the service to several mobile phone numbers, a new request must be filed for each mobile phone number, and the monthly fee and the enquiry fee must be paid in respect of each request (multiple fee payment). The due and payable fees of the Mobile Banking service shall be debited to the Bank Account identified for this purpose in the request (fee settlement account). The Customer may not specify a credit card account to function as a fee settlement account unless the Customer has no other Bank Account at the Bank.

Upon the termination of the fee settlement account—unless the Customer identifies a new Fee Settlement Account—the Bank shall have the right to debit any Bank Account of the Customer kept at the Bank with the amount of the fees.

The Bank shall debit the due and payable fees of the Mobile Banking service (monthly fee, aggregate fee charged for automatic SMS messages) to the Fee Settlement Account specified by the Customer on the last banking day of the month, and notify the Customer of charged fees in the relevant bank account statement.

#### **4 Termination of the Mobile Banking Service**

The contractual relationship concerning the use of the Mobile Banking service shall be established for an unspecified period of time, and both the Customer and the Bank shall have the right to terminate the service with a notice to the other Party provided in writing or verbally (via Raiffeisen Direkt, after proper identification through the Customer's Direkt PIN Code).

### **IX. Account Keeping and Related Services**

#### **1 Opening and maintaining a Bank Account**

In order to keep record of and maintain the Customer's funds and administer his/her payments, the Bank shall upon the Customer's instruction open and keep Bank Accounts in HUF and in the foreign currencies quoted by the Bank and specified in the List of Terms & Conditions. According to the laws currently in effect, the Bank Accounts do not qualify as transactional accounts. The Bank may upon the Customer's order simultaneously open and keep several Bank Accounts.

#### **2 Demand deposit:**

The Bank shall pay interest on the funds deposited in the Bank Account at the rates set forth in the List of Terms & Conditions from time to time in effect. Interest shall be paid at the end of each calendar quarter, or upon the closing of the Bank Account, by the Bank crediting the relevant sum to the Bank Account. Interest shall be calculated by means of the formula set forth in the Bank's GBC.

#### **3 Cash Transactions**

If the amount of a cash withdrawal exceeds the limit specified in the List of Terms & Conditions from time to time in effect, 2 banking days' notice shall be given to the Bank in writing at the relevant branch or via Raiffeisen Direkt. The Bank may at its discretion decide to execute the transaction even if the Customer has failed to give prior notice pursuant to the above. If the Customer fails to withdraw on the appointed date the amount in respect of which he/she has given prior notice of withdrawal, the Bank shall debit the Customer's Bank Account with a fee set forth in the List of Terms & Conditions.

#### **4 Execution of Credit Transfer Orders (Single and Standing), In-Bank Account Transfers and the Crediting of the Account**

Standing credit transfer orders may only be given in respect of Bank Accounts kept in HUF. Any single credit transfer order submitted electronically to the debit of the Customer's Bank Account kept in HUF that does not exceed the limit set by the legislation in force at any time shall be executed by the Bank as an instant credit transfer.

In the course of order execution, the deadline by which the Bank undertakes the order to be executed may be subject to change on account of value date differences arising from international holidays, as well as due to insufficient balance.

Amounts incoming to the Customer's credit—in HUF as well as in foreign currencies—shall be credited in such Bank Account of the Customer as has been specified by the party originating the payment, or in the case of an instant credit transfer in the Bank Account to which the secondary account identifier specified in the instant credit transfer

order is attached. If the currency of the Bank Account specified by the party giving the order differs from the currency of the transferred amount, the Bank shall carry out the necessary conversion, and—simultaneously with crediting—automatically debit conversion charges to the same Bank Account of the Customer as is credited in the transaction. If the Customer has no right to dispose of the account specified in the credit transfer order, the Bank may reject the incoming transfer order.

### **5 Orders for the Settlement of the Fees Charged by Utility and Other Service Companies—Direct Debiting**

Orders concerning the settlement of the fees charged by Service Companies shall be executed on the basis of the data provided by the Service Company, without the Bank examining—apart from checking against the limits set by the Customer—the appropriateness of such data. The Bank shall not be held liable for executing orders based on data provided by Service Companies in error.

If the Customer gives the authorisation with an erroneous consumer ID, the Bank shall have the right to change the erroneous consumer ID on the basis of prior reconciliation with the Service Company; if the authorisation is given with an erroneous Service Company ID, the Bank shall have the right to change the Service Company ID.

The Customer authorises the Bank to provide those of his/her personal data to the Service Company which are necessary for the execution of the debit, as well as to name the reason for any rejection (e.g. balance insufficiency, limit overstepping, cancellation of order, termination of the bank account). The Customer takes note that if on the debit date specified in the direct debit order the direct debit order cannot be executed due to insufficient balance in the Customer's relevant Bank Account, then on the debit date specified in the direct debit order the Bank shall have the right to reject the direct debit order. No partial performance shall be allowed. The Bank shall inform the credit institution keeping the Bank Account of the beneficiary on the non-performance and its reasons. For further rules concerning direct debit orders, see Part One, Section V.5.1 of the Bank's GBC.

### **6 Other Collection Orders**

If the Customer issues a promissory note, or signs a bill of exchange as an accepting party, where the note or bill identifies the Bank or the Customer's retail account kept at the Bank as a payment venue, or if the Customer issues a cheque against his/her Bank Account kept at the Bank, then the holder of the promissory note, bill of exchange or cheque shall have the right to submit a bill/note collection or cheque collection order against the Customer's Bank Account, in view for collecting the amount specified in the bill/note or cheque on the due payment date. On the basis of an authorisation given by a third party in favour of the Customer's Bank Account, the Customer may initiate collection based on a letter of authorisation, and the Customer as the holder of a promissory note, bill of exchange or cheque issued on the Bank may initiate bill/note collection or cheque collection, subject to the laws concerning promissory notes/bills of exchange and cheques.

### **7 Reservation Orders**

The Customer may order the Bank to reserve an amount specified by him/her from the balance of the Bank Account, up to the current "Credit" balance, for a specific purpose identified by the Customer. During the term of such reservation, the reserved amount shall not be regarded as available coverage to orders, and no orders or debits shall be executed against it. On reserved amounts, the Bank shall pay an interest rate applicable to the Bank Account.

The reservation shall be released on the date or upon the occurrence of the condition specified by the Customer in the order. The Customer might have to certify for the Bank if necessary, the occurrence of the condition to have the reserved amount released. In the course of the execution of prompt collection orders presented against the Bank Account, reserved amounts shall also be taken into consideration, unless the reserved amount has been withdrawn from the Customer's free disposal, i.e. if the Customer may any time—unilaterally, without the Bank's or a third party's approval—initiate the reservation to be released.

**8 Common Rules Concerning Order Execution**

**8.1** The Customer's orders and instructions shall only be executed if there is sufficient balance in the Bank Account. The Bank shall carry out partial performance on the orders only in the cases specified in the relevant laws—under an official credit transfer order or a payment writ—as well as in the case of collections based on letters of authorisation, the collection of promissory notes and bills of exchange, and cheque collection. In case the order is deficient as regards form or substance, or if there is no sufficient balance for a payment order where the Bank has no obligation to effect partial fulfilment, the order shall be cancelled. If the Customer initiates a credit transfer order (not inclusive of in-Bank instant credit transfers and instant credit transfers) against an insufficient balance, the Bank shall proceed in accordance with the provisions of Part 1, Section VIII.8.2 of the GBC, and the order shall only be rejected after three additional unsuccessful attempts at execution.

**8.2** If the Customer specifies a value date for the execution of a clean payment or in-house account transfer order, the Bank shall execute the order on such value date without any preliminary reservation, subject to the existence of a sufficient balance in the Bank Account on the date of performance.

**8.3** The Bank shall not be held liable for any loss or costs the Customer might sustain or incur due to the sequence of execution of orders received simultaneously.

**8.4** The Customer shall keep sufficient funds in the Bank Account so as to provide coverage for his/her orders, as well as for the Bank's related commissions, fees and charges, and should continuously monitor the balance in the Bank Account.

**9 Fees, Commissions and Charges**

**9** For the operations transacted in the Bank Account, the execution of orders and the rendering of other services related to the Bank Account, as well as for the conversions carried out by the Bank, the fees, commissions and charges set forth in the List of Terms & Conditions at the rate specified therein shall be charged. The amount of due fees, commissions, charges and any default interest shall be automatically debited to the Bank Account pursuant to Section II.3 of the chapter "General Provisions" of these Business Rules. If the available balance in the Bank Account to be debited fails to cover the amount of fees, commissions, charges and any default interest that have fallen due, the Bank will record its receivables in a claim registration account connected to the Bank Account as past due debts owing to the Bank.

Debit transactions shall also include the registration of debts owed to the Bank, both due and past due, in the claim registration account.

**9.2** The fees, commissions and charges connected to the keeping of Bank Accounts shall be charged in the currency of the relevant retail bank account. Conversions shall be effected at the rates of exchange quoted by the Bank and disclosed in its branches or at the exchange rate offered by the Bank and accepted by the Customer. Default interests due on debts generating in connection with the Bank Account shall be charged in the currency of the relevant Bank Account.

**10 Notices**

**10.1** Of credits and debits in the Bank Account, as well as any past due debts owing to the Bank, and the current balance of the Bank Account, account statements shall be prepared and sent to the Customer according to the Customer's choice once a month, in writing by mail or electronically, via Raiffeisen DirektNet if there is an agreement to this effect, after the monthly closing procedure effected on the 5th day of the month following the relevant month—unless otherwise agreed—, or the account statement is kept available for the Customer following the

monthly closing procedure in view for delivery at the branch, if the Customer has requested account statements to be collected at the branch in-person.

Once a year the Bank prepares a Statement of Fees and sends it to the Customer in accordance with the Customer's instruction concerning statements of account, not later than 31 January following the relevant calendar year, or keeps it available for the Customer after the completion of the Statement of Fees, from the 5th calendar day preceding the date of 31 January at the latest, for delivery at the branch, in case the Customer chose the personal takeover of statements of account at the branch.

**10.2** Any complaint concerning the balance of the Bank Account or any (unapproved, or approved, but erroneously performed) items in the account statement should be reported to the Bank in writing until such day in the thirteenth month following the performance of the payment transaction as matches the date of debiting of the payment account, in accordance with Part One, Section XVII.17.4 of the GBC concerning the lodging of complaints. Unless such a complaint is lodged, the account statement as well as the balance disclosed by the Bank shall be regarded as accepted by the Customer. If there is no calendar day matching the date of debiting in the month of expiry, the deadline shall be the last day of the month. The Customer may within the same timeframe also initiate the rectification of other payment transactions (e.g. credits) executed in his/her payment account, where the deadline is to be calculated from the value date of booking of the given payment transaction in the payment account.

**10.3** The Bank reserves the right to notify the Customer of any circumstance or expectable change that is going to have a significant impact on any legal relationship between the Customer and the Bank in writing, by mail, even if the Customer has provided in the Framework Agreement that he/she wishes to receive bank account statements electronically, *or via collection in-person at a branch*, and/or that he/she does not consent to being sent marketing and advertisement materials by mail.

If the delivery of a statement of account sent to the Customer by mail, to the mailing address provided by the Customer and recorded with the Bank, remains unsuccessful, the Bank shall have the right to destroy the statement of account after the unsuccessful delivery.

#### **10.4 Management of Undeliverable Bank Account Statements and Statements of Fees**

Bank account statements and Statements of Fees that are *undeliverable by mail or electronically* shall be retained at the branch, and shall be made available to the Customer for collection in-person at the branch, in the following cases.

- If a bank account statement or statement of fees sent by the Bank to the Customer by mail, to the mailing address provided by the Customer, is returned to the Bank with the note "wrong address" or "address unidentifiable" or with any other note of similar content, and the reason for the returning is that the Customer has provided an erroneous or incomplete address to the Bank as his/her mailing address, the document shall be retained until the address is corrected or completed. With a view to this, the Bank shall contact the Customer in other accessible channels (e.g. on the phone, by e-mail. etc.).
- If a bank account statement or statement of fees sent by the Bank to the Customer by mail, to the mailing address provided by the Customer, is returned to the Bank with the note "moved out" or "addressee unknown", or with any other note of similar content, the document shall be retained until the Customer notifies the Bank of his/her new mailing address.
- If a bank account statement or statement of fees sent by the Bank to the Customer by mail, to the mailing address provided by the Customer, is returned to the Bank with the note "delivery obstructed", or with any other note of similar content, the document shall be retained until the Customer notifies the Bank that the obstacle causing the failure of the delivery (e.g. absence of mailbox) has been eliminated.
- If the Raiffeisen DirektNet service provided to a Customer receiving electronic bank account statements is terminated for any reason and the Customer does not request bank account statements hence any statement of fees to be sent by mail.

**10.5** In case the Customer chooses bank account statements to be collected in-person at a branch, or if bank account statements—hence statements of fees—are retained at the branch for any of the reasons mentioned in Section 1.6.4, bank account statements shall be regarded as delivered to the Customer on the 10th (tenth) day of the month following the relevant month, and the statement of fees on the 10th (tenth) day following 31 January, regardless of whether the Customer has actually collected the account statement or statement of fees at the branch or not.

**10.6** Upon the failure of the delivery of a bank account statement or statement of fees, or the Customer's failure to collect the bank account statement or statement of fees at the branch, the Customer shall not initiate any complaint or enforce any claim against the Bank on the ground that he/she was not informed in the case of a Bank Account statement of the operations carried out in his/her bank account—including bank card transactions and transactions initiated via telebanking or electronic channels—and in the case of a statement of fees of all fees incurred in connection with the use of the services connected to the payment account and the relevant interest rate, and shall bear all-inclusive liability for any loss that he/she might sustain as a result of this.

## **11 Termination of the Bank Account and/or the Framework Agreement**

**11.1** The Framework Agreement and the Bank Account opened thereunder is established for an indefinite term. The absence of a credit balance in the Bank Account in itself shall not terminate the account.

**11.2** The Bank shall have the right to terminate the Framework Agreement and the Bank Account with a 2 months' written notice sent to the Customer, without giving any reasons. The Bank shall have the right to terminate the Framework Agreement with immediate effect if the Customer grossly or repeatedly violates any provision of the GBC, these Business Rules or the Framework Agreement.

**11.3** The Customer shall have the right at any time to initiate the termination of the Bank Account with a written notice, by completing and submitting to the Bank a form entitled Bank Account Closure Request or Bank Account Termination Request, or using the form aimed at the initiation of account switching and filed in the scope of the Bank Account switching process regulated in Chapter I, Section 1.8 of the GBC. The Customer may terminate the Framework Agreement with 30 days' written notice to the Bank without giving any reason.

If the Framework Agreement between the Bank and the Customer is for an indefinite period of time, or for a period longer than 6 months, then after the lapse of the first 6 months the Customer shall have the right to terminate the Framework Agreement free of charge or without incurring any other payment obligations.

**11.4** In the event of the termination of the Bank Account, after the lapse of the period of notice the balance available in the Bank Account—unless otherwise instructed by the Customer—shall be transferred to the Customer's other Bank Account kept with another Bank in the same currency, and in the absence of such Bank Account, the Bank shall retain the balance available in the Bank Account and release it to the Customer in accordance with the rules of quasi contract. The Bank shall also have the right to proceed similarly in case the Bank Account has ended in any other way.

## **12 Special Provisions for Basic Accounts**

The Bank provides the basic account service in accordance with Government Decree 262/2016 (VIII.31.) on Access to Basic Account and the Features of and Charges Payable for the Keeping of Basic Accounts.

### **12.1 Persons Eligible for Basic Account**

Such natural person is eligible to open and keep a Basic Account who is entitled to stay in an EEA state and does not have a consumer payment account kept in HUF in Hungary or right of disposal over such account, or if he/she has

such account or such right of disposal, then he/she makes a declaration to the effect that its termination is underway.

A person is entitled to stay in an EEA state if he/she has the right to legitimately stay in Hungary on the basis of a legal act of the European Union or the laws of the EEA state, including the persons who do not have a permanent residence in Hungary, as well as persons applying for asylum.

### **12.2 The Features of Basic Accounts**

The Basic Account is opened and kept in Hungarian forints. The Basic Account service is provided by the Bank independently of the use of any other financial service or ancillary service, or of the acquisition of any ownership share in the Bank.

The Basic Account provided by the Bank enables the Customer to use the following services:

- cash deposit to the Basic Account
- cash withdrawal from the Basic Account in the Bank's branch network or from an automated teller machine (ATM) in an EEA state using a cash substitute payment instrument
- execution and receipt of single and standing payment orders
- execution of collection orders
- payment with a cash substitute payment instrument initiated by the payer via the beneficiary, including payment without the physical presence of the cash substitute payment instrument

In accordance with Government Decree 262/2016 (VIII.31.), no overdraft facility may be applied for in respect of a Basic Account.

The complete list of the services provided by the Bank in connection with the Basic Account, and the related fees, commissions and costs charged are included in the Consumer Terms and Conditions from time to time in effect.

### **12.3 Evaluation of the Basic Account Opening Request**

The Bank shall evaluate the Customer's Basic Account opening request without delay after the submission of the request. If on the basis of available data, no immediate decision may be made in respect of the opening of the Basic Account, the Bank shall take decision on the acceptance of the request within 10 business days of the submission of the request at the latest, and notify the Customer of the result of the evaluation in writing in the case of rejection, and on the phone or electronically or by mail in the case of acceptance.

The Bank must provide the reasons for the rejection, unless the law prohibits the Bank from disclosing the reason. The Customer shall have the right to file a complaint on account of the rejection in accordance with the provisions of the GBC.

### **12.4 Termination of the Basic Account by the Bank**

The Bank shall have the right to terminate the Basic Account with immediate effect in the following cases:

- the Customer has used the Basic Account intentionally for unlawful purposes or non-contractually,
- the Bank becomes aware that the Customer has provided deceptive or untrue data to the Bank in connection with his/her entitlement to a Basic Account.

The Bank shall have the right to terminate the Basic Account at a notice of 60 days if

- no payment operations have been executed in the Basic Account for 24 consecutive months,
- the Bank becomes aware that the Customer is no longer entitled to lawfully stay in an EEA state,
- the Bank becomes aware that the Customer has concluded at another payment service provider in Hungary a framework agreement for a consumer payment account kept in HUF that enables the Customer to use basic banking services as per Art. 1 (2) of Government Decree 262/2016 (VIII.31.), or has acquired right of disposal over such a payment account,
- the balance of the Basic Account has been negative for 3 months, and the Customer has not paid off his/her debt despite the Bank's notice.

The Bank shall identify the reasons for the termination, unless the law prohibits the Bank from doing so.

The Customer shall have the right to file a complaint on account of the termination in accordance with the provisions of the GBC.

## **X. Time Deposits**

### **1 Time deposit orders**

Time deposit orders (the "**Deposit Orders**") shall be accepted and executed in the currencies specified in the List of Terms & Conditions up to the balance (including overdraft facilities) available in the Customer's HUF Bank Account or retail foreign currency Bank Account, for the periods and for the amounts equal to or exceeding the minimum deposit amounts specified therein, as follows.

The Customer may give a Deposit Order to the Bank, under which the Bank shall transfer the amount specified in the Deposit Order (the "**Deposit**") from the Customer's Bank Account kept at the Bank and identified in the Deposit Order into a specified time deposit account (the "**Deposit Account**"), and on the amount of the Deposit pay the interest rate published in the List of Terms & Conditions from time to time in effect for the period of the time deposit (the "Deposit Period"). The Customer shall identify the type of the deposit as well in the Time Deposit Order.

The Bank covenants to pay time-proportionate interest pursuant to the provisions of these Business Conditions or of the individual time deposit order concerning the payment of deposit interest and to repay the Deposit to the Customer upon the maturity of the Term.

The Deposits placed under these Business Conditions are insured by the National Deposit Insurance Fund in accordance with the provisions of the Act on Credit Institutions and Financial Enterprises.

### **2. Deposit Interest Rates**

**2.1** The rate of the interest payable by the Bank is specified in the List of Terms & Conditions from time to time in effect. The Bank shall have the right to unilaterally modify deposit interest rates. Changes in interest rates shall be disclosed in the List of Terms & Conditions. Despite its right to unilaterally modify interest rates, the Bank shall not have the right to modify the interest rate of the Deposit during the given Term, unless the interest rate has been determined on the basis of some reference rate, in which case the interest rate shall be subject to change during the term of the deposit depending on changes in the relevant reference rate. Interest shall be calculated by the formula published in the Bank's GBC.

**2.2** The interest due on the amount of the Deposit for the Term and payable to the Customer shall be calculated by the interest rate set out in the List of Terms & Conditions valid on the date of the Time Deposit Order. Fees, taxes or charges shall only be deducted from the amount of the interest due to the Customer in the cases specified in the relevant laws.

### **3. Deposition date, interest starting date**

**3.1.** The date of deposition of the Deposit shall be the day when the Bank executes the Customer's Time Deposit Order. The first day for which interest is paid shall be the date of deposition, and the last day shall be the day before maturity.

**3.2** The time by which a Time Deposit Order has to be given to be executed on the day of receipt is disclosed in the List of Terms & Conditions from time to time in effect. Time Deposit Orders received later than such cut-off time shall be executed on the next banking day. If the available balance in the Bank Account is insufficient to cover the Time Deposit Order at the time of execution, the Time Deposit Order shall be cancelled.

#### **4. Interest Payment**

**4.1** Unless agreed otherwise, interest shall be paid in arrears, upon the maturity of the Term, by the Bank crediting the amount of the interest on the value date of maturity to the Customer's retail bank account or Time Deposit Account, depending on the Customer's instructions given in the Time Deposit Order.

**4.2** If the Customer withdraws the Deposit prior to the maturity of the Term or instructs the Bank to return the Deposit to the Bank Account (early redemption), the Bank shall pay interest on the Deposit at the reduced rate published in the List of Terms & Conditions..

The Bank shall have the right to bind the early redemption of the Deposit to prior notice. In the case of early redemption, the Bank shall have the right to debit the Bank Account of the Customer with the amount of the early redemption fee specified in the List of Terms & Conditions from time to time in effect. The Bank shall not effect partial payment from the amount of the Deposit, unless the List of Terms & Conditions provides otherwise.

**4.3** Upon the maturity of the Term, the Bank shall, depending on the Customer's instructions given in the Time Deposit Order,

- (a) credit the amount of the Deposit, along with interests, to the Customer's Bank Account, or
- (b) automatically create another time deposit from the amount of the Deposit, along with interests, in the Time Deposit Account, for an identical Term, or
- (c) automatically create another time deposit from the amount of the Deposit in the Time Deposit Account, for an identical Term, and credit the interest amount to the Customer's Bank Account.

The Bank shall repeat the depositing according to Sub-Section (b) and (c) (The "**Rollover Deposit**") upon the maturity of the individual Deposit Periods until the date designated by the Customer in the Deposit Order, or in the absence of such designation until the Customer gives contrary instructions to the Bank.

In the case of a Rollover Deposit, the start date of the renewed Deposit shall be the same calendar day in the given month as the day on which the Deposit Order was executed, or if there is no calendar day in the given month corresponding to the day on which the Deposit Order was executed, the start date shall be the last day of the month. In the case of a Rollover Deposit, on the date of maturity of each Term (i.e. on availability dates) the Customer's funds shall not qualify as a time deposit from the point of view of the statutory provisions concerning enforcement and payments.

On the availability dates of a Rollover Deposit, the Customer may modify (increase or decrease) the amount of the Deposit.

For Rollover Deposits exceeding one year, the Bank shall send the Customer an extract from the Deposit Account once a year.

**4.4** In the case of non-rollover Deposits, if the maturity of the Term falls on a holiday, the Deposit shall expire on the next subsequent banking day. In the case of Rollover Deposits, if the availability date of the Deposit falls on a holiday, interest shall be settled and credited to the Customer's account on the next subsequent banking day; the value date of interest crediting, however, shall be the availability date of the Deposit. In such case the Customer may first give orders for the withdrawal of the Deposit or the modification of its amount on the next subsequent banking day following availability date. If the Time Deposit Order is fulfilled on the last banking day of the relevant month, maturity date (availability date) shall be the last day of the relevant Term.

**4.5** If during the life of a Rollover Deposit deposit rates are modified, after the lapse of the Term during which the interest rate modification takes place payable interest shall be calculated on the Deposit for any subsequent Term at the modified interest rate.

#### **5. Automatic Termination of the Deposit upon the Termination of the Bank Account**

**5.1** Should the Customer's HUF and/or foreign currency Bank Account kept at the Bank terminate for any reason—unless otherwise expressly agreed by the Parties—, any Deposit transferred from the given Bank Account shall also

terminate automatically. In such case the Bank shall retransfer the amount of the Customer's Deposits—prior to the maturity of the respective Terms thereof—to the Bank Account on the banking day preceding the date of termination of the given Bank Account, along with an interest calculated on the amount of the Deposit up to such date at a rate applicable to the Early Redemption.

## **XI. SEGMENTATION AND RECLASSIFICATION RULES**

**The provisions of this Chapter shall apply to Customers who enter into a new Framework Agreement or a Framework Agreement Amendment in unified structure covering also the Segmentation and Reclassification Rules as of 1 February 2024, from the date of the Framework Agreement or Framework Agreement Amendment.**

### **1. Segment applicable to the Customer**

The segment to which the Customer is allocated is determined by the type of bank account fee package used. A Customer is considered to be in the Premium or Private Banking segment as long as he/she has a Premium or Private Banking bank account fee package, irrespective of whether he/she has also any other bank account products in any other segment. In this case, the Customer shall be subject to the List of Terms & Conditions applicable to his/her segment, and the product used by him/her in another segment shall be subject to the List of Terms & Conditions applicable to that product.

### **2. Conditions for using the Bank Account Fee Package**

The Bank may make the use of the bank account fee packages and related services available in the Retail, Premium and Private Banking segments subject to minimum and maximum credit (income) and asset value (savings) and other terms and conditions set out in the relevant List of Terms & Conditions. The Bank has the right to unilaterally modify the conditions for the use and the legal consequences of non-compliance with them, subject to prior notification to the Customers.

Even if the eligibility conditions are met, the Bank shall not be obliged to enter into an agreement with the Customer or to open or maintain a Bank Account within the bank account fee package corresponding to the conditions met.

### **3. Regular verification of the conditions for using the bank account fee package**

The Bank shall be entitled to check the fulfilment of the conditions for the use of the bank account fee package on a monthly basis and to charge the account management fee specified in the List of Term & Conditions in the event of non-compliance with the minimum conditions for the use of the bank account product, or to apply any other legal consequences specified in the List of Terms & Conditions or in these Business Rules.

The Bank shall be entitled to charge an account management fee for any period during which the Customer has not fulfilled the minimum conditions for the use of the relevant account fee package.

### **4. Annual review and reclassification**

The Bank shall be entitled to verify the fulfilment of the conditions for the use of the account fee package and the Customer's allocation to a segment once a calendar year. If the Customer fails to meet any of the conditions of use during the assessment period in at least six months or for at least three months continuously, including the case where the Customer exceeds the maximum credit or asset value specified as a condition of use, the Bank shall be entitled to reclassify the Customer to a new account fee package, and thus to a different segment, which is in line with the Customer's income and asset situation or other conditions of use.

Unless otherwise expressly agreed by the Parties, the Bank shall be entitled to reclassify the Customer even if the Customer otherwise pays the account management fee stipulated for the case of non-compliance with the conditions for use.

The Bank shall notify the Customer in writing of the reclassification, stating the bank account fee package which the Customer may henceforth use, the conditions applicable thereto and the effective date of the change in the bank account fee package, at least 2 months before the effective date.

The Bank shall be entitled not to exercise its right of annual verification or reclassification on one or more occasions. The Bank may waive the reclassification of the Customer on an individual basis.

The Customer may not claim that should the Bank have exercised its right of reclassification; the Customer would not have had to pay an account management fee. The Customer shall be entitled at any time to initiate a change to the account fee package in order to avoid the obligation to pay the account management fee.

#### **5. Products, services and discounts available to the Customer**

Unless otherwise agreed by the Parties, the Customer shall be entitled to the products, services and discounts specified by the bank account fee package and the segment to which he/she is allocated.

In the event of a reclassification, from the effective date of the reclassification, the Customer shall be entitled to the products, services and discounts specified by the new account tariff and the segment she/he is assigned to.

Any individual agreement entered into by the Customer with the Bank in relation to his/her account fee package or segment shall terminate upon the change of account fee package (including the case of a change of account fee package due to a reclassification), unless expressly provided otherwise in the relevant agreement or expressly agreed otherwise by the Parties.

With respect to certain products and services that the Customer has been using on a continuous basis, the legal consequences of the change in the account fee package are set out in the List of Terms & Conditions for the relevant product or service and in these Business Rules.

The Customer shall cooperate with the Bank in order to terminate or modify any products or services that the Customer may not be able to use as a result of the change in the account fee package.

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**PART 2: SPECIAL PROVISIONS****I. SPECIAL PROVISIONS FOR RETAIL CUSTOMERS****1 Overdraft Facility concluded before 14 January 2015**

***The provisions of these Business Rules concerning Overdraft Facility Agreements shall be governing for agreements concluded on the date of 14 January 2015 at the latest. Starting from the date of 15 January 2015, the provisions concerning Overdraft Facility are included in a special Overdraft Facility Agreement between the Bank and the Customer.***

**1.1 Introduction**

**1.1.1** The Customer may apply for an Overdraft Facility (the "Overdraft Facility") to be attached to his/her HUF Bank Account opened at the Bank by filling, signing and submitting to the Bank the form entitled "overdraft facility application form and contract". On the basis of the data provided by the Customer, the Bank shall carry out the credit examination of the Customer according to a set of criteria developed by the Bank. The Bank is entitled to request the Customer to produce supporting documents to verify the data provided in the application form. If on the basis of the credit examination the Bank approves providing the overdraft facility, and the terms of such approval depart from the terms and conditions set out in the overdraft facility agreement, the Bank shall communicate the amount and other terms and conditions of the approved Overdraft Facility to the Customer in writing, in the form of a contractual offer.

The Bank has the right to inform the Customer verbally (on the phone) if the approval is given at the terms and conditions set out in the agreement (and in the application form that constitutes a part thereof).

The offer accepted by the Customer, the overdraft facility application form and contract, and the provisions of these Business Conditions concerning overdraft facilities shall together constitute the overdraft facility agreement. Within the timeframe specified in the offer, the Customer may cancel the overdraft facility agreement. In such case the Bank shall terminate the Overdraft Facility opened in respect of the HUF Bank Account free of charge.

**1.1.2** If on the basis of the credit examination the Bank decides not to provide an overdraft facility to the Customer, a written notice shall be sent to the Customer to this effect. The Bank shall not specify the reasons for the decision made on the basis of the credit examination, and the Customer may not protest the viewpoints of the credit examination or the Bank's decision.

**1.1.3** The overdraft facility shall be drawn as follows: in the event the balance in the Customer's HUF Bank Account fails to cover a payment order given against the bank account, the Bank shall provide an overdraft loan for the fulfilment of such order against the Overdraft Facility, up to the available portion thereof at maximum. The Customer shall repay any loan taken from the Overdraft Facility as well as the interests from time to time charged on these.

**1.2. Credit Charges**

**1.2.1** On the amount of any loan taken from the Overdraft Facility, a variable transaction interest rate set forth in the List of Terms & Conditions from time to time in effect shall be charged. Payable interest shall be calculated on a daily basis, using the formula published in the Bank's GBC. For any modification of the terms & conditions of the overdraft facility, the provisions of Part 1, Chapter XIX of the Bank's GBC shall be governing as applicable.

**1.2.2** On the amount of the Overdraft Facility, an annual handling fee shall be charged, the measure of which is to be disclosed in the List of Terms & Conditions from time to time in effect. Simultaneously with the entry in force of

the overdraft facility agreement, and yearly, on each anniversary of such date, the Bank shall automatically debit the Customer's Bank Account with the amount of the annual handling fee.

**1.2.3** If the application is approved at terms that depart from the terms and conditions set out in the overdraft facility agreement, the amount of the transaction interest and handling fee shall be determined on the basis of the current terms set out in the List of Terms & Conditions in effect upon the entry in force of the overdraft facility agreement. Accordingly, transaction interest rate and handling fee may change as compared with the terms in effect at the time of submission of the application.

### **1.3 Repayment of Overdraft Loans**

**1.3.1** Any amount credited to the HUF Bank Account—in so far as such amounts exceed the sum of the payment orders to be executed on the given day—shall without any special instruction from the Customer reduce the amount of the loan drawn from the Overdraft Facility, thus subsequently interest shall only be charged on any outstanding loan amount actually drawn from the Overdraft Facility. If the overdraft facility agreement ceases as a result of termination by either party, then any outstanding overdraft loan taken from the Overdraft Facility until the date of termination and its charges shall become due and payable in lump sum.

**1.3.2** Interest shall be paid by the Customer monthly in arrears—on the last day of the given month—or upon the termination of the Overdraft Facility by the Bank automatically debiting the HUF Bank Account with the relevant amount without any special instruction from the Customer.

**1.3.3** The Customer shall make sure that the available balance in the HUF Bank Account is sufficient to cover his/her payment obligations stemming from the overdraft facility. The Customer authorises the Bank to debit the HUF Bank Account with the amount of its outstanding claims from time to time arising from providing the overdraft facility without prior notice to the Customer. When a due date falls on a banking holiday, the payment of interest and the repayment of the loan drawn from the Overdraft Facility shall be due on the first banking day that follows such date.

**1.3.4** During the life of the overdraft facility agreement, the Customer shall make sure each month that—in excess of the Customer's other outstanding financial obligations owed to the Bank which from time to time become due—the amount specified in the offer mentioned in Section III/1.1 herein is available in the HUF Bank Account (monthly obligation of crediting). If the Customer fails to fulfil this obligation, the Bank shall become entitled—after prior written notice to the Customer—to block the Overdraft Facility with immediate effect, so that during the period of the blockage the Customer may not dispose of the amount of the Overdraft Facility. If the Customer still fails to fulfil his/her monthly obligation of crediting, the Bank shall become entitled to terminate the overdraft facility agreement with immediate effect.

**1.3.5** If upon the maturity of the Customer's payment obligations connected to the overdraft facility the available balance in the HUF Bank Account is insufficient, the Bank shall be authorised to debit without prior notice to the Customer any other Bank Account, securities account or client account kept by the Bank on behalf of the Customer with the amount of the debt on the title of set off. The Bank shall have the right to exercise its right of set-off in respect of the Customer's time deposits and other committed funds as well—i.e. with an early redemption of time deposits—irrespective of the maturity thereof. The Customer may not claim refund from the Bank for any interest loss which might arise from this.

**1.3.6** If the Customer fails to meet his/her payment obligations arising from the overdraft facility agreement as they become due, and the enforcement of the Bank's set-off right fails to bring any result either, the Bank will record its receivables in the claim registration account connected to the bank account as past due debts owing to the Bank. On any registered debt, the Customer shall pay the Bank the default interest rate disclosed in the List of Terms and

Conditions from time to time in effect. Besides, the Customer shall also be liable to refund the Bank for any and all costs and expenses incurred by the Bank in connection with the collection of the claim, as well as to pay the Bank a one-off special procedure fee specified in the List of Terms & Conditions. The Bank shall have the right to automatically debit the Customer's retail HUF bank account with the amount of the costs incurred in connection with the collection and with the one-off special procedure fee.

#### **1.4. Renewal and Modification of the Overdraft Facility**

**1.4.1** The Bank shall have the right to review the amount of the Overdraft Facility after opening the same. As a result of such review, the Bank shall have the right to initiate modifying (increasing or decreasing) the amount of the Overdraft Facility, and at the same time that of the Customer's monthly deposit obligation, of which a written notice shall be sent to the Customer. If no comment is received from the Customer on the notice within 15 days of the mailing thereof in writing or via Raiffeisen Direkt (following identification through the Direkt PIN Code or 3 personal data), the modified Overdraft Facility shall be regarded as accepted by the Customer, and the agreement between the Parties shall remain in effect with the modified Overdraft Facility as of the date specified in the modification notice. If in the case of the decrease of the Overdraft Facility the Customer does not want to use the decreased Overdraft Facility any longer, he/she shall have the right to terminate the overdraft facility agreement. If the Customer does not accept the Overdraft Facility decreased by the Bank, the Bank shall also become entitled to terminate the overdraft facility agreement with immediate effect.

If in the scope of such annual review the Bank does not modify the amount of the Overdraft Facility, no special notice shall be sent to the Customer of this fact. Apart from reviews, the Bank may any time make an offer to the Customer to increase the Overdraft Facility. For the communication, acceptance and entry in force of such offers, the provisions set out in this section shall be governing.

**1.4.2** Upon the review of the Overdraft Facility, the Bank shall also have the right to decide not to provide the Overdraft Facility to the Customer any longer. If the Bank decides to terminate the overdraft facility agreement, it shall inform the Customer of this in writing.

**1.4.3** During the life of the overdraft facility agreement, the Customer may any time initiate—in writing or through Raiffeisen Direkt, after identification by his/her Direkt PIN Code—the modification of the amount of the Overdraft Facility within the limits specified in the List of Terms & Conditions from time to time in effect. On the basis of the Customer's application, the Bank shall do a credit evaluation, and decide whether to approve or reject the application. On the result of the credit evaluation and—in case the modification of the Overdraft Facility is approved—the date of effect of the modification, a written notice shall be sent to the Customer. The modified Overdraft Facility will be set simultaneously with the written notice. In case an application for the modification of the Overdraft Facility is approved, an agreement modification fee specified in the List of Terms & Conditions shall be charged to the Customer. The Bank shall have the right to automatically debit the amount of the agreement modification fee to the Customer's retail HUF bank account.

**1.4.4** The Customer shall have the right any time to initiate in writing the termination of the overdraft facility agreement. Simultaneously with initiating the termination of the overdraft facility agreement, the Customer shall repay any amount drawn from the Overdraft Facility to the Bank, along with the relating interests. Of the termination of the Overdraft Facility, the Bank shall send a written notice specifying the date of termination to the Customer.

#### **1.5. Immediate Termination of the Overdraft Facility**

**1.5.1** The Bank shall have the right to immediately terminate the Overdraft Facility if

- the Customer commits a serious breach of contract;
- the Customer is in default regarding the fulfilment of any payment obligation arising from an agreement, and fails to remedy such default even upon the Bank's request;

- a material adverse change occurs in the circumstances of the Customer, including in particular his/her financial situation, and the Customer fails to provide adequate collateral despite the Bank's notice;
- the Customer has deceived the Bank, which has had an effect on the conclusion of the agreement or its content;
- the Customer obstructs an investigation concerning his/her solvency, and fails to remedy such event of default even upon the Bank's notice;
- the Customer's HUF bank account kept at the Bank is terminated for any reason;
- in the cases expressly defined in the overdraft facility agreement as reasons for immediate termination;
- in the cases defined in the GBC or in these Business Rules.

The Bank shall have the right to terminate the overdraft facility agreement without requesting the Customer to provide adequate collateral if the Customer is obviously unable to provide adequate collateral.

**1.5.2** The Bank shall send written notice to the Customer of the immediate termination of the Overdraft Facility. As a consequence of the immediate withdrawal/termination of the Overdraft Facility by the Bank, the Customer's payment obligations connected to the repayment of the overdraft loan shall become due and payable in lump sum on the fifth day after the mailing of the termination notice. The effect of the termination notice shall not be affected by any statement the Bank might have sent to the Customer to show the Customer's arrears.

## **2. Management of Customer Debts**

**2.1** The Bank shall be entitled to debit the Customer's Bank Account for the costs incurred in connection with the recovery of any claims arising from any financial services covered by the Framework Agreement as and when the costs are incurred.

**2.2.** If the Bank has on record an overdue debt associated with the Customer's Bank Account in excess of HUF 2,000 for at least 6 months, the Bank shall be entitled to block the use of the debit or credit card assigned to the Bank Account until the debt recorded in the claim registration account is paid.

## **II. SPECIAL PROVISIONS FOR PREMIUM CUSTOMERS**

**1.** For Premium Customers availing Raiffeisen Premium Banking Services based on the Supplementary Agreement for the Provision of Premium Banking Services, such supplementary agreement shall be applicable to the legal relationship until the Premium Customer concludes a Framework Agreement amendment **in unified structure covering also the Segmentation and Reclassification Rules** with the Bank.

## **III. SPECIAL PROVISIONS FOR PRIVATE BANKING CUSTOMERS**

The General Provisions shall apply to Private Banking Customers with the following amendments and derogations accordingly.

### **1. Banking advisor**

The Bank provides a personal banking advisor for the Private Banking Customer. The banking advisor shall administer the Customer's finances within the Bank, and assist the Private Banking Customer in his/her decision-making on banking transactions by providing personalised financial advice. The banking advisor shall be available for the Customer both in person and on the telephone or in writing on banking days. The Bank reserves the right to provide another banking advisor for the Private Banking Customer as a substitute in case the banking advisor is obstructed in performing his/her duties.

**2. Domicile branch**

The contracts concluded by and between the Private Banking Customer and the Bank and all other documents related to the Private Banking Customer shall be managed and safe-kept by the Private Banking Customer's domicile branch during the period of the Private Banking Customer status. The Private Banking Customer's domicile branch—except as otherwise provided by the Private Banking Customer—shall be the Private Banking branch where the Private Banking Customer has concluded the Framework Agreement. The Private Banking Customer may request the change of his/her domicile branch (and hence of his/her banking advisor) at any time in writing.

Where these Business Rules provide for the possibility for the Private Banking Customer to take any legal action or make any legal declaration in person at the branch, this shall be understood to mean, with regard to the Private Banking Customer, unless otherwise expressly agreed by the Parties, the procedure at the Domicile Branch or the personal Banking Advisor.

**3. Other telephone services**

The Bank also accepts and executes the Private Banking Customer's orders, instructions and requests for information given over voice recorded phone (other than through Raiffeisen Direkt), within the scope listed below, unless the Private Banking Customer expressly prohibits such service in writing to the Bank:

The Private Banking Customer may

- give orders;
- request information regarding any of his/her transactions and Contracts with the Bank, and ask for account statements;
- request information concerning the financial services provided by the Bank and the terms and conditions of these;
- report changes in his/her data, with the exception of changes in the Customer's name, nationality or identity document number, or in his/her permanent Hungarian address, which may only be reported to the Bank in-person, at a branch;
- inform the Bank of his/her intention to conclude a Contract for any financial service offered by the Bank;
- use other bank card related services;
- report any complaints or objections.

The Bank shall identify the Private Banking Customer by inquiring his/her name, basic number and an arbitrary personal data, or through an identification code if the Private Banking Customer should request so.

The Bank shall not be held liable for any disadvantages or losses that might arise from the interruption, repetition, illegitimacy, deliberate or accidental distortion, or disruption for any reason, of any telephone conversation. The Bank shall record outgoing and incoming telephone calls for quality assurance, complaint management, settlement and security purposes, and with a view to the preparation, conclusion and performance of the service contract to be made with the Private Banking Customer, and the execution of orders, and use such recordings as proof in respect of the given banking transaction.

The Bank shall not be held liable for any losses arising from defects in telephone lines or in the Private Banking Customer's telephone set, nor shall it be held liable for losses caused by the use of information obtained by unauthorised parties tapping the telephone lines.

**4 One-week Deposit Account**

The Private Banking Customer may order the Bank to transfer from the Bank Account a specific amount or any portion of the end-of-day balance of the Bank Account in excess of a specific amount to a special bank account opened for the Customer (the "**One-week Deposit Account**"), and on the amount placed in such account the Bank shall pay the interest rate specified in the List of Terms & Conditions for One-week Deposit Accounts. It is an eligibility criterion for the interest rate specified in the List of Terms & Conditions in respect of One-week Deposit Accounts that the amount transferred to the One-week Deposit Account should remain in this account continuously for a period of at least 7 days without the Private Banking Customer disposing of such amount during this 7-day period.

The Bank shall transfer any amount from the One-week Deposit Account back to the Bank Account only upon the Private Banking Customer's express, one-time order.

After the expiry of the 7-day period, the Bank shall continue to pay the interest rate as per above for the Private Banking Customer on the balance of the One-week Deposit Account.

If the Private Banking Customer has another amount transferred to the One-week Deposit Account, the 7-day period in respect of this amount shall be calculated from the day on which the amount was transferred.

#### **5. Debiting fees, commissions and costs**

The Bank shall also have the right to debit the Private Banking Customer's Bank Account with the amount of any due payment obligation of the Private Banking Customer owed to the Bank if the balance in the Bank Account is insufficient.

If as a result of the debiting of due fees, commissions and costs as above, or for any other reason, a "debit" balance is generated in the Bank Account, the Private Banking Customer shall pay to the Bank the default interest specified in the List of Term & Conditions on his/her debt owed to the Bank. The Bank shall have the right to change in its sole discretion the titles for charging the interests, fees, commissions and costs disclosed in the List of Terms & Conditions as well as the measure of such interest, fees, commissions and costs, subject to the provisions of the GBC.

#### **6. Individual Conditions Agreement**

The Bank may enter into an individual agreement with the Private Banking Customer in respect of fees, commissions, costs and other contractual terms and conditions, also referred to as a Terms and Conditions Agreement, which shall form part of the Framework Agreement.

#### **7. Transactions that may be executed via Raiffeisen Direkt**

In the case of Private Banking Customers, the transactions that can be executed through Raiffeisen Direkt and their availability are set out in the relevant List of Terms & Conditions.

#### **8 Using the Mobile Banking**

The Private Banking Customer may apply for the use of the Mobile Banking service in-person at his/her Domicile branch, through his/her Banking advisor, or over the phone via Raiffeisen Direkt (after identification through the Direkt PIN Code).

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