

Code of Conduct and customer information on the prudent operation of Raiffeisen Bank's system for the making of legal statements and contract by electronic means

I. Preamble

Raiffeisen Bank Zrt. (the "Bank") pays particular attention to ensure that at all times it operates in accordance with regulatory requirements, legal provisions and the needs of its customers, in a secure and transparent manner, providing for the protection of the data, and in line with the Bank's principles. These principles are: **customer focus, expertise, quality, mutual respect, a sense of initiative, teamwork, and integrity.**

The Bank is committed to providing its customers with a high quality service by offering convenient, simple and transparent solutions that fit into their daily lives. There is a growing demand from customers for banking services to be available online as well, without the need to visit a branch or to administer transactions on paper. For this reason, the Bank is working on elaborating new online products and services that meet these needs in line with the Bank's customer focus and principles.

II. Rules for written contracts concluded by electronic means and the information of customers

It is a legal obligation for the Bank to ensure that its contracts with its customers are in written form. This rule does not only apply to paper contracts, but contracts concluded electronically can also meet the criteria of written form. A contract will be regarded as one made in writing if it is communicated in a form that facilitates

- retrieving the information contained in the legal statement unaltered, and
- identifying the person making the statement and
- identifying the time when it was made.

The Bank's online contracting solutions comply with these criteria as well as all other requirements specified by the regulator in terms of written form. The Bank shall at all times briefly inform its customers of the various steps in the conclusion of the contract and of the relevant information before the customer makes the legal statement; this information shall include:

- the technical steps to be taken to conclude a contract,
- whether the contract to be concluded is a written contract, and in what form and where it will be available,
- the communication channels where the customer can report any errors in the electronic recording of data and, where applicable, the solutions ensuring the identification and correction of these errors,
- the language of the contract,
- the availability and electronic accessibility of this Code of Conduct,
- the legal consequences of the contract to be concluded, and
- the processing of the customer's data and the legal remedies available.

This pre-contractual information also includes practical information on the scope of the services provided by the Bank, the steps of the online process, the data required for the process, the technical requirements (e.g. IT equipment or device settings) necessary on the part of the customer to participate in the process, how the Bank provides certain documents, the documents available on the Bank's website, etc. Given the crucial nature of the information, Customers are requested to read this information carefully and only proceed with the process once they have understood and acknowledged the information.

The Bank shall make the relevant contractual terms and conditions—including, in addition to the customer agreement, the relevant general terms and conditions and lists of conditions, as well as any information applicable to the product in question, including the Bank's privacy policy—available to its customers and ensure that they shall be retrievable for future reference, and, where the law requires these to be handed to the customer, the Bank shall also deliver the same on a durable medium. Durable media include, but are not limited to, email, flash drives, CDs, as well as the Bank's website.

As regards the website, archived copies of all documents posted there are also made available by the Bank for at least 5 years. As needed by consumer customers, on request the Bank will deliver the documents available on the website to the customer on paper or by email as well in accordance with the Bank's procedures.

Customers are requested to kindly read the documents made available to them during the process, familiarise themselves with their content, and accept them only afterwards. The Bank also recommends downloading contractual documents as well as any documents made available in connection with the conclusion of the contract.

The Bank's solutions for the making of legal statements and contracts by electronic means are designed to facilitate the full and fair information of customers before, during and after the conclusion of a contract or any other legal transaction.

In accordance with supervisory and legal requirements, when making legal statements electronically, the Bank makes its statements in the following manner:

- a) the electronic document is supplied by two persons authorised to sign for the Bank with their personalised electronic signatures, as defined in Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC ("eIDAS"), or
- b) an electronic document created as part of certain digital financial solutions is provided with the Bank's eIDAS qualified electronic seal or an enhanced security electronic seal based on a qualified certificate, as provided in the Bank's internal procedures, subject to the approval of two authorised signatories.

The Bank shall provide its Customers with the legal statements made in the scope of the conclusion of the contract, and a certified copy of the contract, on a durable medium. The Bank recommends its customers to save these documents, store them in a permanent storage place, and retain the same at least until the termination of the legal relationship or the termination of the rights and obligations arising therefrom. The Bank shall keep and retain the documents in accordance with the legislation in force for a period of 8 years from the date of termination of the contract or the claim arising therefrom.

If the Customer needs a certified written copy of the documents produced electronically, at the Customer's request the Bank will deliver the documents—printed and signed by authorised signatories—at a branch of the Customer's choice.

The Bank protects and uses personal and confidential client information appropriately. It discloses information to third parties only in order to comply with the applicable laws and regulations or in cases when it is specifically permitted by such laws and regulations. The Bank pays particular attention to the protection of personal data.

If our Customers need information or have any questions, they can contact the Bank at any of our communication channels. Our colleagues will be pleased to help you. We ask you to exercise caution when managing your finances, and recommend that you make any commitment or any legal statement only after you have received answers to all your questions and have understood all the details.

III. Communication with the customers

During electronic contracting and the making of legal statements between distant parties as well, the Bank is available to its customers through the channels and during the opening hours announced by the Bank. For any questions that arise, the Bank encourages its customers to raise them and not to make any legal statement until the issue has been clarified. It is in the Bank's interest to have customers who are financially aware, knowledgeable, satisfied and therefore willing to trust the Bank to operate prudently, and will take all reasonable efforts to achieve this.

During or in connection with the making of a legal statement or contract by electronic means, you may visit the Bank, request a call-back or otherwise contact the Bank's staff at any time, even by interrupting the process.

In certain electronic statement processes—in addition to informing customers and prospective customers—in the event a process or application is interrupted the Bank will contact its customers through the available communication channels to provide technical assistance or to find out the reason for the interruption. If the customer no longer wishes to contact the Bank, the Bank will respect this; however, if the customer requests so, the Bank will provide the necessary information and answer any questions raised. If the question concerns personal data or bank secrets as well, the Bank will provide an answer after identifying the customer in order to ensure the security of the data. The Bank will contact its customers at all times using the contact details provided by the customer for the given purpose, observing the principle of purpose limitation, and in compliance with the laws on data protection and advertising.

The Bank applies a high level of integrity in its dealings, and follows any applicable legal and regulatory obligations regarding consumer protection. The Bank treats its customers with respect. Misleading or deceptive marketing and advertising are unacceptable to the Bank. The Bank seeks to avoid the risk of over-indebtedness of borrowers and treats customers who are experiencing repayment difficulties fairly. The Bank endeavours to give clear and appropriate information at all times to customers and investors and any banking advice given must be based on the customer's circumstances known to the Bank.

IV. Regulatory compliance

The Bank fully complies with the applicable laws and regulations. In order to protect customers, markets and the safe functioning of the banking system, the financial sector is subject to specific requirements, which the Bank endeavours to comply with and maintain in order to meet the expectations of supervisory bodies and customers.

The Bank expects its own employees to have an adequate knowledge of the legal requirements relating to their duties. The Bank encourages and takes all necessary measures to ensure that its staff are informed of the laws and regulatory requirements that apply to their duties.

If the Bank's customers have any questions about a legal requirement relating to a banking process, they can ask these questions at any time by contacting the Bank through the communication channels provided. The Bank will endeavour to provide a full and understandable answer to all these questions; however, the Bank does not provide tax advice.

The Bank is committed to promote free and competitive markets and complies with the rules of fair competition and the rules governing market behaviour on international level.

Where certain international transactions are subject to stricter rules than Hungarian law or the relevant rules of the Bank, such stricter rules must be complied with as a general rule, unless they conflict with Hungarian law.

The Bank ensures the completeness, accuracy and comprehensibility of the reports and records and their timely preparation in accordance with the regulatory environment in force.

The Bank develops internal procedures and policies and operates internal control mechanisms to ensure legal compliance and prudent operations. The Bank endeavours to establish and operate internal lines of defence which promote: the prudent, sound and efficient operation of the Bank in compliance with the law and its internal regulations and with this Code and with any further applicable Code of Conduct; the protection of the Bank's assets, and of the economic interests and social objectives of its owners and customers; the smooth and efficient operation of the Bank; and the maintenance of confidence in the Bank.

V. Prudent operation of the Bank's IT systems

The Bank operates and maintains its IT systems in compliance with the relevant legal requirements. In this context, it ensures that its IT systems are protected in a manner commensurate with the risks, while respecting the basic principles of information security, namely confidentiality, integrity and availability.

In the context of the operation of the IT system, the Bank provides for:

- the clear and traceable identification of the key elements of the system (equipment, processes, people),
- controls and procedures to ensure the self-protection of the IT security system, and the integrity and completeness of the protection of its critical elements,
- the controlled, auditable and regularly monitored user administration of the system (access levels, individual rights, their authorisation, responsibilities, access logging, incidents),
- a security environment that logs events for processes that are critical to the operation of the IT system, is capable of a regular (possibly automatic) and meaningful evaluation of the logging, and facilitates the management of non-regular events as well,
- the confidentiality, integrity and authenticity of data transfers,
- the controlled and secure handling of data media, and
- the protection of the system against viruses and other malware commensurate with the security risk.

In addition, the Bank has in place:

- instructions and specifications for the operation of its IT system and plans for its development,
- all the documentation necessary to ensure the continuous and secure operation of the IT systems that directly or indirectly support its business activities, even after the termination of the vendor's and system developer's activities,
- an IT system that is necessary to provide its services, as well as back up equipment ensuring the continuity of the services, or in the absence of such equipment, other substitute solutions that ensure the continuity of these activities and services,
- an IT system that enables the application environment to be securely separated from the development and testing environment, and to maintain an appropriate change tracking and change management,
- recovery plans, backup savings and an order of data saving (types and method of saving, reload and recovery tests, order of procedure) for the software elements of the information system (applications, data, operating system and their environment) that make it possible to restore the given system within the critical recovery time of the service provided by the system,
- a data storage system capable of repeatedly retrieving records as defined by the law, and which ensures that archived material is retained in a retrievable and recoverable form for the period specified in the law, but not less than five years, and
- plans for the management of extraordinary events impeding the continuity of its services.

In the case of electronic contracting processes, the Bank has the processes and systems implemented in this respect audited by an independent certification body to ensure compliance with the integrity requirements concerning contracting by electronic means. In this context, the Bank shall provide all relevant and necessary information, documentation, system specifications, and other materials presenting or describing processes to the entity or person requested to carry out the audit and, upon request, provide clarifications on the process in order to enable the auditor to fully examine the entire electronic contracting process.

The Bank will subject the system or systems used in its electronic contracting processes to a penetration test, and will correct any vulnerabilities detected. Bank repeats the tests at set intervals to ensure continuous, secure operation.

The Bank acknowledges that it is bound by the provisions of this Code and will use its reasonable endeavours to comply with these.

Yours sincerely,

Raiffeisen Bank Zrt.

Information provided on the basis of Recommendation No. 5/2015 (V.05) of the National Bank of Hungary on electronic platforms for the presentation and comparison of insurance products, to be used in insurance mediation

The electronic platforms designed for the purpose of applying for and concluding contracts for personal loans and overdraft facilities online allows you to indicate if you need a payment protection insurance for the personal loan or overdraft facility. Payment protection insurance is group insurance, to which the customer taking out a personal loan or an overdraft facility can join by making a statement of insurance.

The electronic platform designed for the purpose of online credit card applications and contracting can also be used to indicate if you need a Raiffeisen Card travel insurance linked to the credit card.

The operator of the electronic platform is Raiffeisen Bank, which acts as a tied insurance intermediary (agent) on behalf of insurance companies NN Biztosító Zrt. and Uniqa Biztosító Zrt. in the mediation of the insurance.

Raiffeisen Bank Zrt.

Registered office:	1133 Budapest, Váci út 116–118.
Telephone:	+36-80-48-85-88
Fax:	+36-1-484-44-44
Internet:	www.raiffeisen.hu
E-mail:	raiffeisen@raiffeisen.hu
Company registration number:	01-10-041042
Tax number:	10198014-4-44
Activities:	Other monetary intermediation
Number of operating license:	22/1992
Insurance intermediary registration number:	205011955211
Owner:	Raiffeisen-RBHU Holding GmbH

Supervisory authority of Raiffeisen Bank Zrt.: National Bank of Hungary ("MNB"), registered office: 1013 Budapest, Krisztina körút 55., tel.: +36-1-428-26-00, fax: +36-1-429-80-00, e-mail: info@mnbb.hu, mailing address: Magyar Nemzeti Bank, 1850 Budapest, Customer Service: 1122 Budapest, Krisztina krt. 6., call centre: +36-80-203-776.

Raiffeisen Bank Zrt. is an insurance intermediary (broker) registered by the National Bank of Hungary. The data of Raiffeisen Bank Zrt. are included in the register of insurance intermediaries of the MNB as a supervisory authority; the register can be checked in the MNB's website ([MNB Institution Finder](#)).

In the course of the performance of its activity, Raiffeisen Bank Zrt. processes the data of Customers, acting on the basis of the instructions and requirements of the insurance company and the provisions of the applicable data protection laws. Such data processing shall be governed primarily by the provisions of the privacy policy of the insurance company; however, the own privacy policy of the insurance intermediary and its fulfilment partner is also available in the following link: [Data Protection and Data Processing—Raiffeisen Bank](#).

The only and exclusive purpose of the processing is insurance intermediation. The legal basis of processing is the preparation, conclusion and performance of the contract. The data shall be known only to those employees and contracted agents that need these for the performance of their duties.

You shall have the right to request information through any of the above communication channels at any time about the processing of your personal data, or to access such data, and may furthermore request your personal data to be rectified, erased or restricted, and you are also entitled to the right to object to the processing of your personal data. For more details concerning your rights, see Raiffeisen Bank's General Privacy Policy ([Data Protection and Data Processing—Raiffeisen Bank](#)), in the chapter "Rights of the data subjects".

With a request or complaint concerning the processing of your data, you may refer to the data protection officer of the insurance intermediary or its fulfilment partner, and for legal remedy you may apply to the Hungarian National Authority for Data Protection and Freedom of Information (registered office: 1055 Budapest, Falk Miksa u. 9-11., mailing address: 1363 Budapest, Pf. 9, tel.: +36-1-391-1400, fax: +36-1-391-1410, e-mail: ugyfelszolgalat@naih.hu) or to the court of competent jurisdiction ([Competent Court Finder](#)).

Any loss caused by Raiffeisen Bank in the course of its professional activity, including the payment of any grievance fee, shall be the liability of the insurance company whose product Raiffeisen Bank Zrt. was intermediating when causing the loss with its activity or omission.

Legislation applicable to insurance products sold through the electronic platform:

Act V of 2013 on the Civil Code of Hungary

Act LXXXVIII of 2014 on Insurance Activity

Act XXV of 2005 on the Distance Marketing of Consumer Financial Services

Act CXXXIX of 2013 on the National Bank of Hungary

The personal loan payment protection insurance product available on the online platform is provided by **NN Biztosító**.

Registered office address: 1139 Budapest, Fiastyúk utca 4-8.

Mailing address: 1364 Budapest, Pf. 247

Tel.: 1433 (NN TeleCenter)

Fax: +36-1-267-4833

Website: www.nn.hu

The overdraft loan payment protection insurance and credit card travel insurance products available on the online platform are provided by **Uniq Biztosító**.

Registered office address: 1134 Budapest, Róbert Károly krt. 70-74.

Tel.: 1418 (Uniq TeleCenter)

Fax: +36 1 2386 060

Website: www.uniq.hu

Supervisory authority of NN Biztosító Zrt. and Uniq Biztosító Zrt.: National Bank of Hungary ("MNB"), registered office: 1013 Budapest, Krisztina körút 55., tel.: +36-1-428-2600, fax: +36-1-429-8000, e-mail: info@mnbb.hu, mailing address: Magyar Nemzeti Bank, 1850 Budapest, Customer Service: 1122 Budapest, Krisztina krt. 6., call centre: +36-80-203-776.

Before using the electronic platform, the Customer may obtain information on the credit insurance or travel insurance product on the Bank's website (www.raiffeisen.hu) or by calling the Bank's telephone customer service (+36-80-488-588).