



GENERAL CONTRACTING TERMS AND CONDITIONS

ON BANK ACCOUNT, DEPOSIT ACCOUNT AND TERM DEPOSIT PRODUCTS
OFFERED TO RESIDENT AND NON-RESIDENT NATURAL PERSONS

Published on 26 August 2022

These GCTCs have been amended based on Section 10.3 hereof, to reflect the changes to the Bank's procedures and operations resulting from the enhancement of its IT system and to update some wording in the text

Date of entry into force: This amendment to the GCTC will not enter into force on 26 October, 2022
The general terms and conditions of the bank account, deposit account and time deposit products provided to domestic and foreign currency natural persons in force as of 02/03/2020 shall remain in force with unchanged content.



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K&H Bank Zrt. (registered office: 1095 Budapest, Lechner Ödön fasor 9., company reg. no.: Cg.01-10-041043, activity licence no.: ÁPTF 969/1997/F, date of activity licence: 26 November 1997) hereinafter referred to as the Bank) shall apply the terms of these General Contracting Terms and Conditions (hereinafter referred to as GCTC), its effective Announcement on the bank accounts, **deposit accounts**, term deposits and teller transactions of natural persons (hereinafter referred to as the Announcement), as well as the relevant agreement (hereinafter collectively referred to as the Agreement or the Account Agreement), to the opening and maintenance of payment accounts, deposit accounts and term deposits (hereinafter referred to as the Account) for its natural person clients, either resident or non-resident in Hungary (hereinafter referred to as the Account Holder), as well as to the provision of related auxiliary services.

If any issue concerning any service is not covered by the relevant agreement, the GCTC or the Announcement, it shall be subject to the Bank's currently effective General Terms and Conditions, the laws of Hungary in general and the prevailing act and NBH decree on Providing Payment Services (the act hereinafter referred to as Payment Services Act) and the prevailing act on credit institutions and financial enterprises (Credit Institutions Act) in particular.

The contractual conditions are defined by the agreement concluded by and between the Parties for opening and managing the Account as well as the related payments, deposit and other services, the relevant section(s) of the General Terms and Conditions, the GCTC and the Announcement, which shall be classified as a framework agreement pursuant to the Act No LXXXV of 2009 on Providing Payment Services.

An Agreement for opening an Account may also be entered into under a Framework Agreement concluded between the Bank and the Client for the provision of Banking Services (hereinafter referred to as the Framework Agreement), under the terms and conditions regulated in the Framework Agreement. In the event that an Account is opened under a Framework Agreement, the Framework Agreement and the related Service application, these GCTC and the Announcement together shall constitute the Account Agreement. If the Framework Agreement is concluded in connection with an amendment to an effective Account Agreement, any later amendment to or termination of the Bank Account Agreement shall be governed by the provisions of the Framework Agreement.

Any service under the GCTC provided by the Bank by using or mediating the service of Magyar Posta Zrt. shall also be subject to the relevant contractual terms and conditions of Magyar Posta Zrt. (General Terms and Conditions, other regulations).

Before concluding the contract, the Bank shall fulfil its obligation of previous legal reporting by handing over a copy of the agreement to the Account Holder paper-based or on durable data medium and displaying the General Terms and Conditions, the GCTC and the Announcement in the client areas. Durable data medium is the Internet in general and the Bank's homepage in particular.

DEFINITIONS

"Transfer Order" shall mean an Order in which the Account Holder instructs the Bank to execute the transfer (settlement) of a specific sum to the debit of his/her Account and to the credit of the beneficiary's payment account.

"Internal Transfer" shall mean a Transfer Order in which the Account Holder instructs the Bank to execute the transfer (settlement) of a specific sum between his/her Accounts held with the Bank (including sole trader and retail Accounts as well).

"Instant Transfer Order" shall mean a domestic HUF Transfer Order for a sum not exceeding HUF 10,000,000, that is, Ten million forints, submitted via an electronic banking service defined in an Announcement, which is submitted by the Account Holder against his/her HUF-denominated Account, does not stipulate a debit date



subsequent to the date of receipt and is processed by the Bank without manual intervention and executed within no less than 5 seconds and no more than 20 seconds from the time of receipt.

“Banking Day” shall mean workdays on which the Bank is open for regular business. Should any part of the Contract refer to “Workdays”, these shall be construed to mean Banking Days, while the unlabelled word “day” shall mean a calendar day. Regarding transactions in a foreign currency, it shall mean all workdays on which the Bank is open for regular business and there is financial settlement in the given currency at the financial centres of said currency, provided that, in generally applied banking practice, the financial settlement of payments in the given currency is possible in the clearing systems generally used. The Bank publishes a dedicated Announcement on the procedures for the performance of Orders payable in foreign currency in the event of currency holidays.

“Bank Charges” shall mean any fees, commissions and charges imposed by the Bank as consideration for the services provided by the Bank and for the use of such services.

“Direct Debit Order” shall mean an Order given to the Bank, pursuant to authorization from the Account Holder, by a third party beneficiary, whereby the Bank should execute payments from the Account Holder’s Account to the beneficiary. The Bank shall execute the payments to the beneficiary on the day or days agreed between the Account Holder and the beneficiary. The amounts in payment operations may vary (fees charged by service providers).

“Funds” shall mean the free available balance on the Account specified in the Order or in the Contract or, if an overdraft facility is also available on the Account, the free available overdraft balance as well, as required for executing the Order, which shall be equal to the sum of the Order and the Bank Charges imposed on the Order.

GIRO Instant Settlements shall mean all Instant Transfer Orders executed in HUF via the domestic GIRO system that are credited on the beneficiary’s payment account managed by another Payment Service Provider within 5 (five) but maximum 20 (twenty) seconds from the Order’s receipt.

“Overnight GIRO Settlement”: Shall mean the totality of Orders run through the GIRO domestic payments system, which are credited on the account of the beneficiary with another Payment Services Provider on the Banking Day after the receiving of the order, observing the deadlines specified in the Order of Performance of the current Announcement of the Bank, and on the second Banking Day after the receiving of the transfer order in case of Payment Services Providers indirectly connected to the GIRO system.

“GIRO Intra-Day Multiple Settlements”: Shall mean the totality of Orders run through the GIRO domestic payments system in HUF, which are credited on the account of the beneficiary with another Payment Services Provider on the same day as the day of the receiving of the order, observing the deadlines specified in the order of performance of the current Announcement of the Bank.

“Announcement” shall mean an information document on the Services available to the Bank’s retail clients, displayed at the Bank’s customer service premises and setting out the Bank Charges, the types and rates of interest paid, the interest calculation methods, the start and end dates of interest calculation, the Exchange Rates used and their basis, as well as certain variable terms and conditions applicable to Contracts. It also contains the deadlines for submitting and receiving Orders, and the procedures for performing such Orders. The part of the Announcement pertaining to a specific Agreement shall constitute an inseparable part of such Agreement. The Bank shall be in a position to inform clients in advance of fees, charges and other payment obligations if it is in possession of information about the same.

“Credit Institutions Act” shall mean Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises, as amended from time to time.

“Interest Period” shall mean a period from the date of opening the Account to the last Banking Day of the period defined in the Announcement. The first day of a subsequent interest period shall be the day following the last day of the preceding interest period and its last day shall be the last Banking Day of the given period, unless the Contract is terminated, in which case the last day of the Interest Period shall be the day the Contract is terminated.



“Interest-Bearing Closing Balance”: The daily closing balance on the Account, the balance of items booked as of the given value date, which excludes items booked with a future value date. Interest on the Account for the Interest Period shall be included in the Interest-Bearing Closing Balance effective from the day following the date of booking.

“Framework Agreement”: the Parties may also contract for the Banking Services subject to these GCTCs in a Framework Agreement, in line with the terms and conditions regulated therein. In such cases, the Client Agreement on the provision of the specific services shall be constituted by the Framework Agreement plus any Service request and/or modification documents. The range of Services available under the Framework Agreement shall be specified in the Announcement as amended from time to time.

“Default Interest” shall mean interest the Bank shall be entitled to charge to the Account Holder on any amounts paid late, for the period of such delay, if the Account Holder is late to pay Bank Charges and interest payable to the Bank with a delay due to items mandatorily queued under the law. The Default Interest rate is published in the Announcement.

“Sight Interest” shall mean interest credited by the Bank to the Account Holder on the positive daily Interest-Bearing Closing Balance of the Account, at the rate applicable to the given day as set forth in the Announcement.

“Deposit Interest” shall mean interest credited by the Bank to the Depositor on the balance of the Term Deposit for the term of the Deposit, at the rate of interest set forth in the Contract.

“Secondary Account Identifier” shall mean a unique identifier provided by the Account Holder (mobile telephone numbers including a country code referring to an EEA member state as a geographical area, e-mail address, a tax identifier or tax number issued by the Hungarian tax and customs authority) and serving as a unique identifier of the Account Holder’s Account. Secondary Account Identifiers are tracked by the entity operating the Central Database (GIRO Zrt.).

“Order” shall mean an instruction to the debit or credit of the Account, resulting in a change in the balance on the Account (e.g. Transfer Order, Collection Order, Cash Payment).

“Payment Services Act” shall mean Act LXXXV of 2009 on Providing Payment Services, as amended from time to time.

“Account” shall mean a banking product as defined in the Announcement, managed by the Bank and classifying as a payment account as defined in the Payment Services Act.

“Account Holder” shall mean a Client of the Bank who enters into an Agreement (Agreements) with the Bank for the opening and keeping of an Account and related payment or other services, and uses such Services.

1. GENERAL PROVISIONS

- 1.1. By entering into the Contract, the Bank commits itself to opening and keeping an Account for the Account Holder, managing and tracking the financial assets of the Account Holder on the Account, executing proper Orders to the debit or credit of the Account, and notifying the Account Holder of amounts credited and debited to the Account and the balance on the Account in Bank Account Statements. A depletion of the credit balance on the Account shall not result in the termination of the Contract. Only Orders permitted by the prevailing laws may be executed on the Account. The Parties may stipulate further restrictions in the Contract. The language of communication between the Bank and the Account Holder during the conclusion and the validity period of the contract shall be Hungarian.
- 1.2. The Bank undertakes to pay interest on the daily positive Interest-Bearing Closing Balance on the Account in accordance with the interest calculation. The Account Holder shall pay the Bank Charges and ensure that the Funds for Orders submitted against his/her Account are available prior to the execution of the



Order. The Account Holder shall be liable for any losses arising from a failure to execute due to unavailability of Funds. The Bank shall fulfil the Account Holder's request any time and provide the contractual terms and conditions and the data as per the Payment Services Act on paper or durable data medium during the validity period of the agreement.

- 1.3. The types of Accounts maintained by the Bank and the terms thereof shall be set out in the Announcement. The range of Accounts available under the Framework Agreement shall be specified in the Announcement in effect at the time the Account Agreement is concluded. After the Account Agreement is amended, it shall be governed by the provisions of the Announcement in effect at the time of the amendment.
- 1.4. The Bank may require the depositing of a minimum opening amount as a condition of opening an Account. The extent of such minimum sum shall be specified in the Announcement.
- 1.5. The conclusion and validity of an Account Agreement where the Account Holder is a partially incapacitated minor shall be subject to a "Statement of Consent" – forming an inseparable part of the Agreement– being signed by the minor's legal representative. The Account Holder shall individually have disposal over the bank account of the partially incapacitated minor; the legal representative shall have disposal over the account without authorization by the partially incapacitated minor Account Holder.
- 1.6. An incapacitated minor may not open an account alone; his or her legal representative shall act on his or her behalf when opening the account. When an account is opened in the name of an incapacitated minor, any legal representative shall individually have disposal over the account in the name of the minor until the minor is 14 years of age.
- 1.7. When a minor Account Holder reaches the legal age, the Account Agreement must be signed by the Account Holder, otherwise the Bank shall have the right to terminate the Account Agreement.

2. DISPOSAL OVER THE ACCOUNT

- 2.1. The Account Holder and the Co-Account Holder (hereinafter jointly referred to as the Account Holder), as well as a proxy (to the extent of his/her mandate) shall have disposal over the Account. Any instructions will be accepted subject to the identification or other type of authentication of the representative's person. The authentication shall cover the following:
 - checking personal data based on personal identification document(s) as specified in the Announcement, and
 - comparing the person's signature with the specimen signature on the Bank's records; or
 - a banking procedure that allows the Bank to establish, at the time of approving the Order, the identity of the person with disposal rights over the account, including, in particular, the validity of the data, used for personal authentication, of the person who has right of disposal over the account.

2.2. **Joint Account, Co-Account Holder**

The Account Holder may agree with a Co-Account Holder to convert an Account into a joint account at the time the Account is opened or at any time thereafter. An Account defined in the Announcement may have maximum two account holders (Joint Account) who shall then have the same rights and obligations under the agreement, and be jointly and severally liable for any debt arising in connection with the Account (including interest, commission, fees, charges and debt repayment). The Account Holders shall have disposal rights of equal worth, and no limitation shall be accepted by the Bank in this respect. Any statement, instruction or Order received from either Account Holder shall be regarded by the Bank to have also been made, given or placed by the other Account Holder, and the Bank shall accept the Account



Holders as each other's proxy holders. In the case of a Joint Account, an instruction given jointly by the Account Holders shall be required for any commitment related to the Account (e.g. applying for an overdraft facility, applying for a bankcard for a third party) and for terminating the Joint Account. In other matters the Account Holders shall have the right to dispose over the account freely and individually in respect of the services available for the Joint Account. The Joint Account may not be terminated individually by either Account Holder. The parties may agree to terminate the account holder status of either party by mutual agreement. Either account holder is entitled to unilaterally terminate the agreement concerning the Joint Account without terminating the account agreement, provided that the balance of the account in question is not negative. Upon the termination of the Joint Account agreement, the account holder status shall also terminate. In such a case, the Account Holder not involved in the termination shall become the sole account holder of the Account, while the Account Holder exiting the Joint Account shall no longer have right of disposal over the account and will cease to be a beneficiary in the event of the other account holder's death.

2.3. Proxy

2.3.1. The Account Holder may grant a standing or ad hoc proxy for disposal over the Account. Such proxy may be granted on the Bank's form, or in a separate document, which may be in the form of a private document of full probative value, or a notarized document. The proxy shall include the personal data of the Account Holder granting the proxy and those of the proxy holder as well as the matter(s) covered by and the scope of the proxy. The Bank shall accept proxies issued abroad if they are endorsed in compliance with the applicable laws. Such endorsement may take the form of counter-signature by a Hungarian lawyer, or a certificate from the Hungarian consulate in the country of issue, or by issuing a so-called Apostille if the country of issue is party to the Hague Convention (promulgated in Decree-Law No.11 of 1973). In the case of documents issued in a foreign language, the Bank shall have the right to request an official Hungarian translation.

Should the Bank deem such proxy ambiguous on account of its format or content, or when the interpretation of its contents requires the perusal of further documents or the examination of the conditions included in the proxy, the Bank shall have the right to refuse to take action on the basis of such proxy.

In the case of a Joint Account, either account holder may individually designate a proxy holder or revoke the proxy of a person with disposal over the account regardless of which Account Holder granted the proxy. A proxy holder designated to have disposal over a Joint Account shall be regarded by the Bank to have disposal rights pursuant to the common intention of both Account Holders.

Following the Bank's official receipt of information on the death of an Account Holder, all proxies issued by the late Account Holder shall cease in effect. In the case of a Joint Account, the proxies shall continue in effect until revoked by the surviving Account Holder, provided that the Account is not closed.

The Bank shall exclude all liability for damage occurring in the period between the Account Holder's death and the Bank's receipt of information of the same.

2.3.2. The Account Holder may grant a **standing proxy**, which vests the proxy designated by the Account Holder with individual and full disposal rights. The standing proxy may be general (General Proxy), where the Account Holder vests the proxy holder with individual and full disposal rights in respect of all his or her existing and future Accounts, or account-specific (Account-Specific Proxy), which grants the proxy holder individual disposal rights over the Account



Holder's bank account specified in the proxy. The disposal rights of the proxy holder shall take effect on the banking day following the day the proxy is filed with the Bank. The Account Holder may limit the disposal rights of such standing proxy holder only in respect of the duration thereof. A standing proxy not limited in time shall remain in effect until revoked.

The disposal rights of a standing proxy holder shall only cover transactions made on the Account, up to the available balance, including the following actions taken on the Account on behalf of the Account Holder: cash transactions, placing and modifying Transfer Orders, making term deposits, modifying and terminating term deposits, placing and modifying Orders to settle service providers' fees, and providing information on changes in his or her own personal identification data (as proxy holder). The standing proxy holder shall have no right to modify or terminate the agreement, grant disposal rights over Account to another person, or enter into a contract for any other services related to the Account. The standing proxy holder shall have the right to retrieve the Account balance, but cannot obtain information about account history without a separate (one-off) authorization by the Account Holder.

- 2.3.3. An **ad hoc proxy** shall entitle the holder to execute, on a single occasion, the Order specified in the relevant proxy document. In addition to the standard content elements specified in Section 2.3.1, an ad hoc proxy shall include the account number, the description of the Order, its amount and currency, and the exact description of the action to be taken by the proxy holder on the Account Holder's behalf. The disposal rights of an ad hoc proxy holder shall be in accordance with the contents of the proxy; the proxy holder shall require a specific authorization to retrieve the balance or history of the Account. For security reasons the Bank shall only accept ad-hoc proxies dated not earlier than 30 days before they are presented. The acceptance of an ad hoc proxy may be subject to further criteria set out in the Bank's Announcement.
- 2.3.4. If the Account Holder does not have free disposal over the Account covered by the proxy (e.g. collateral deposit account, blocked account), the proxy holder's disposal rights over the account shall be restricted in the same manner as those of the Account Holder, so **the proxy holder** shall only have the right to obtain information about the balance and activity on the Account (if covered by the proxy).
- 2.3.5. If the Account Holder establishes a Co-Account Holder status with regard to a specific Bank Account after granting a proxy, then he must inform the Co-Account Holder of the proxy for the Account in advance. The Bank shall not be held liable at all for any consequences arising from the failure of such notification.
- 2.3.6. The Bank hereby stipulates that in the execution of payment orders pertaining to the accounts of Account Holders under the age of majority and exceeding the amount specified in the prevailing and applicable provisions concerning guardianship and the protection of minors shall be subject to the approval of the Guardianship Office as well as a legal statement issued by the legal representative in order for the latter to be valid, and the Bank is entitled to verify that such an approval has been obtained.

2.4. Specification of Beneficiary

- 2.4.1. An Account Holder of the age of majority has the right to specify beneficiaries **(maximum 5 natural persons)** for the event of his/her death. In this case the balance of the Account shall not form part of the Account Holder's bequest, and the beneficiary may dispose over the amount on the Account and any term deposits from the Account irrespective of the inheritance proceedings **(if there are multiple beneficiaries, this is subject to each beneficiary's share of the inheritance)**. Such specification of beneficiary shall be unambiguous and unconditional. The Beneficiary shall



be specified in respect of the balance maintained on the Account (also including term deposits from the Account). If there are multiple beneficiaries and unless otherwise instructed by the Account Holder, the beneficiaries shall be entitled to the balance on the Account in equal proportions.

- 2.4.2. In the event of the Account Holder's death, the beneficiary shall have the right of disposal over the balance maintained on the Account up to the amount he/she is entitled to, upon producing any of the certificates as proof of death referred in Section 2.4.4. The disposal rights of the beneficiary are restricted to the one-off cash disbursement or bank transfer of the amount he/she is entitled to. The instruction containing the specification of a beneficiary shall only be valid if the Account has a positive balance at the time of the Account Holder's death, and if it does not become negative subsequently as a result of the performance of Orders in the period between the time of the decease and the beneficiary's instructions.
- 2.4.3. If a joint account is opened, the Bank shall consider this as a declaration by the Account Holders to the effect that they specify one another as exclusive beneficiaries. Should one of the account holders die, then the other Account Holder shall become the sole Account Holder, in his/her capacity as beneficiary in the event of death. No other beneficiaries for the event of death shall be allowed on Joint Accounts.
- 2.4.4. The Account Holder shall be obligated to inform the Bank about the death of the other Account Holder, and also provide an official document thereof. The Bank shall bear no liability for default on this obligation.

2.5. **The Account Holder's death; inheritance**

The Bank prefers to receive a death certificate, a final grant of probate or a certificate of inheritance as proof of death.

In the event of inheritance, the lawful heir shall only be allowed disposal over the Account upon bearing an original and effective inheritance ruling or inheritance certificate, and upon producing the same to the Bank. The Account Holder's heir may only issue instructions for the cash disbursement or bank transfer of his/her share of the amount maintained on the Account. The Bank shall perform such payments only if the inheritance ruling clearly specifies the name(s) of heir(s), as well as the respective sums inherited by the same. The Bank has the right to enforce its Account related claims on the inheritors.

3. **FINANCIAL TRANSACTIONS**

3.1. **General rules of placing Orders**

- 3.1.1. At the Account Holder's request, the Bank shall inform the Account Holder about the following before the Account Holder makes his/her legal statement with the aim of placing an Order based on the agreement: the point in time at which the service is to be provided; all the items of the fees and charges payable to the Bank as well as all the payment obligations in relation to the Bank. The information shall be provided through the Announcement on retail Accounts.
- 3.1.2. Orders shall be given in writing, unless otherwise stipulated by the provisions of the Agreement. All other provisions applicable to the proper issue and execution of Orders are set out in the prevailing regulation and the Agreement of the Account Holder with the Bank. The contents and the date of Orders given by Account Holders or their proxies are confirmed by electronic records in the case of electronic banking services or by the relevant document containing the Order and formally received by the Bank.



- 3.1.3. The Bank shall execute the Orders in accordance with the order of execution in the Announcement provided that they fully comply with the currently effective laws and the conditions under the Contract. The Bank shall execute Debit Orders in the chronological order of receiving them unless otherwise provided for by the Account Holder or the relevant law on payments. The chronological order of receiving Orders shall be established based on the Bank's records. With regard to the order of receipt, Instant Transfer Orders shall qualify as cases when the Account Holder specified a different deadline.
- 3.1.4. The Bank shall specify a starting and closing time during the work day between which it receives Bank Transfer Orders from Account Holders, and shall specify within this timeframe an order submission deadline specifying a time during the work day that allows the Bank to perform on the same banking day the transactions requested in the submitted Transfer Orders received by it, unless the Account Holder specifies a later deadline, or there are applicable legislative provisions to the contrary effect. The Account Holder may not specify a deadline later than the given day for the performance of Instant Transfer Orders. The specific submission deadlines applicable to the different individual types of Orders are set out in the Order of Performance in the Bank's current Announcement.

Bank Transfer Orders submitted over the phone shall be regarded — in terms of their performance — as Orders placed electronically, but the rules on Instant Transfer Orders are not applicable in their case.

- 3.1.5. The Bank will only accept the Order if the Account Holder gives it on the relevant form or – in case of a special agreement – electronically or over the phone and completes it in full compliance with the legal provisions on payments and the stipulations of the relevant contract and the necessary Funds to cover the order are available. The Bank shall only accept Instant Transfer Orders if submitted by means of the Electronic Banking Service specified in the Announcement, and the Orders submitted in this manner shall be processed in a way requiring no human intervention. The time of receiving the Bank Transfer Order is the time when all the data necessary for the execution of the Transfer Order and the necessary Funds are available at the Bank.

The Bank will consider the Order to have been previously approved by the Account Holder if it is submitted to the Bank on paper and the signature affixed to it corresponds to the specimen signature or if it is submitted electronically, or over the phone following proper authentication in accordance with the relevant contractual terms and conditions. If the Account Holder does not complete the 'payment system' column on the form PFNY11 or enters something other than the indication 'VIBER' (RTGS), the Bank will consider the Account Holder to have indicated the domestic payments system (GIRO multiple intra-day settlements) as the relevant payment system to be used.

The Account Holder shall fill in any Orders submitted on paper in one working process, legibly, using a pen, typewriter or printer and only black or blue ink, making any subsequent insertions or other modifications or falsification impossible. The Orders also need to be dated, and from then on the signature to be affixed by the Account Holder to any document shall match to the specimen signature registered with the Bank.

The Bank may refuse to execute payment Orders issued and submitted contrary to the provisions of the law on payments. The Bank will not accept and perform Orders that are given incompletely, incorrectly, unintelligibly or inconsistently or that include any deletion, modification or correction or on which the cash amounts defined in figures do not correspond to those defined in letters, or the pre-printed content of which includes any insertion or deletion or crossing out or which is not dated or is predated or which has been torn or become dirty. In this case a new Order must be issued.



- 3.1.6. Approved Orders can be modified or withdrawn pursuant to the rules of the relevant law concerning the Order and the Contract as well the Announcement. Submitted and approved Instant Transfer Orders cannot be modified or cancelled. If the Account Holder wants to modify, cancel or revoke an Order previously approved by him/her, he/she shall send a written Order modification, cancellation order or revocation Order to the Bank by the time specified in the Announcement with regard to the given Order (that is to be modified, cancelled or revoked). Once the Bank has carried out the Order and confirmed the execution thereof, the Order cannot be modified or cancelled.
- 3.1.7. If the Bank Transfer Order of the Account Holder has been forwarded within the framework of GIRO instant payments or GIRO intra-day multiple settlements or, in the event of an internal Transfer Order, it has been credited on the beneficiary's account – i.e. the Bank has carried out the Transfer Order –, the Account Holder may submit a withdrawal order in accordance with the terms specified in the Contract and the Announcement. A **withdrawal order may be submitted** to request the Bank to engage with the GIRO clearing house to have the amount returned by the payment service provider managing the beneficiary's account or – in the event of an internal Transfer Order – by the beneficiary account holder.
- 3.1.8. The Account Holder understands that if the Bank Transfer Order requested to be withdrawn has already been credited on the current account of the beneficiary, the withdrawal Order may only be completed upon the written consent of the beneficiary. If the beneficiary fails to consent to such a transaction, or expressly rejects it, the Bank shall not be held liable for any losses of the Account Holder incurred as a result thereof.
- 3.1.9. The Account Holder shall be liable for any losses incurred by the Bank and other cooperating payment service providers resulting from the inadequacy, incorrectness, or incompleteness of the Orders or data supplied by the Account Holder.
- 3.1.10. The Bank shall only be obliged to execute Orders if the required funds are freely available on the Account in question **no later than by the time, as specified in the Announcement, on the given value date, except for Instant Transfer Orders, where the Funds must be available at the time of submitting the Order.** The Bank shall not execute Orders in part, except in the cases when it is obliged to do so by law. Instant Transfer Orders cannot be executed in part. If there are insufficient Funds, the Bank shall record only those Orders which it is legally required to, and it shall keep them on hold **until Funds are made available but never later than until the time specified in the Announcement.** In this case the Bank shall be entitled to refuse any other Order. Instant Transfer Orders that cannot be executed due to the absence of sufficient funds shall not be held pending by the Bank but they shall be rejected immediately, and the Account Holder shall be simultaneously informed of the rejection.
- 3.1.11. The Bank shall notify the Account Holder of unexecuted Orders in writing and/or electronically. In the event of Instant Transfer Orders, such notification shall take place via the same channel in which the Order had been submitted.
- 3.1.12. When communicating by telephone other than via K&H Telecenter, its call centre, the Bank shall not disclose any information deemed to be a bank secret to either the Account Holder or any third party.
- 3.1.13. The Bank shall not verify the accuracy of any data or instructions in payment Order fields intended for the beneficiary that do not affect the rights and obligations of the Bank or that are not to be verified by the Bank.

3.2. Payment in cash



3.2.1. Cash deposits and cash withdrawals may be made at the Bank's designated branches as per the terms set out in the Announcement, both in HUF and in foreign currencies.

3.2.2. Special terms and conditions applicable to large cash deposits and cash withdrawals, currency conversions and denomination exchanges

- 3.2.2.1. The deposit or withdrawal of amounts equalling or exceeding the HUF amount established in the Announcement in or the foreign currency equivalent thereof, performed on the same banking day by the same client within the framework of one or more cash-desk transactions, shall be considered to represent a cash deposit or cash withdrawal involving a large amount.
- 3.2.2.2. The Bank shall not accept cash deposits in excess of the HUF amount established in the Announcement in or the FCY equivalent thereof, and shall not execute any orders for cash withdrawal above that amount.
- 3.2.2.3. The Bank must be notified about large cash deposits and cash withdrawals (i) by the Account Holder in person, (ii) on the standard form used by the Bank for this purpose, (iii) with the Account Holder duly placing his/her signature on such form as registered with the Bank, (iv) at least 2 banking days prior to the planned date of the Order, (v) at any of the Bank's branches.
- 3.2.2.4. The Bank shall only accept notifications relating to large cash withdrawals if the funds serving as coverage for payment (also including the fees charged in connection with such payment, as published in the Announcement) are available on the Account Holder's Account at the time when such notification is made. The Bank shall block the funds serving as coverage for the cash withdrawal transaction on the Account Holder's Account until payment is either executed or rejected by the Bank.
- 3.2.2.5. The Account Holder acknowledges that it is the Bank's exclusive right to approve cash deposits and cash withdrawals within 2 Banking Days from being notified thereof, to determine the time of executing the Order, and to specify the bank branch or branches where the transaction is to be executed. The Bank's permission shall only be valid for the date and time specified on the approval document, and only for the bank branch(s) identified therein. The Bank shall notify the applicant at his/her contact address given on the standard form of the Bank used for this purpose.
- 3.2.2.6. The above rules shall be applicable to cash withdrawals under the HUF amount established in the Announcement or the FCY equivalent thereof but above any specific HUF amounts or the FCY equivalents thereof as individually announced by the bank branches.
- 3.2.2.7. The provisions applicable to large cash deposits and withdrawals shall govern and be appropriately applied to currency conversion transactions and forint currency denomination exchange transactions that reach this limit (including the exchange of forint currency in circulation for newly issued currency of the same denomination, and the exchange of damaged, incomplete or soiled forint currency for currency of the same denomination that is fit for circulation).

3.2.3. If a bankcard has been issued for the Account, then cash deposit or withdrawal can also be performed by means of such card, as per the relevant general contracting terms and conditions.

3.3. Internal transfer



In respect of movements between the Account Holder's various Accounts with the Bank, also including sole trader and retail Accounts, prompt, forward and standing internal transfer orders can be given for HUF amounts and prompt internal transfer Orders can be given for foreign exchange amounts. Transfer Orders where there is at least an overlap between the Account Holders of the Accounts to be debited and credited respectively shall also be considered internal transfers. The rules concerning Instant Transfer Orders shall be governing for internal transfers as well.

3.4. Bank transfers

The Bank shall accept HUF and FX transfer orders to the benefit of the Account, and credit those to the Account. To debit the Account, prompt, forward dated and standing Orders can be issued for HUF amounts, and prompt and forward dated orders for foreign currency amounts, with the conditions set out in the Announcement.

For security reasons the Bank shall always be entitled to request confirmation by telephone from the **person initiating a transfer of funds** in order to ascertain whether the transfer was indeed requested by the Account Holder submitting the Order. In such phone calls the Bank shall be entitled to ask verification questions of its own choosing. If – based on the verification by telephone – it is to be assumed that it is not the party entitled to dispose over the Account that has given the Order, the Bank shall be entitled to refuse to execute the given Order or suspend the order until the related circumstances are clarified.

Transfers of funds by court order and orders to transfer funds shall be executed by the Bank in accordance with the relevant laws, especially the Act No LXXXV of 2009 on Providing Payment Services.

3.4.1. Conditions applicable to transfers in HUF

The Bank provides the opportunity to its Clients to have their HUF Transfer Orders placed on the relevant form accepted by a bank official, subject to the fulfilment of the conditions described below.

The Bank shall not accept paper-based Transfer Orders submitted via mail or by other deliverers if the payment amount exceeds HUF 3.6 million. Paper-based Orders exceeding this amount shall be accepted only if submitted personally at the Branch by a person having right of disposal of the account. The Bank shall not be liable for any delay or damage arising from the rejection of a Transfer Order not meeting the above criteria.

In the case of Instant Transfer Orders, the Bank shall make sure that the Order is sent to the GIRO instant settlement system in a way that will allow the Order amount to be credited to the account of the beneficiary's payment service provider – or, in the event of an internal Order, to the beneficiary's account – within no less than 5 (five) and no more than 20 (twenty) seconds from the receipt of the Order. The Bank shall receive and credit internal Orders and Orders arriving from the GIRO instant payment system up to the limit specified in the Announcement.

The Bank shall forward – within 5 (five) seconds at the latest reckoned from the receipt of the Instant Transfer Order – the data content of the Order to the beneficiary's payment service provider. If in the course of executing the Instant Transfer Order more data related to the payment transaction going beyond the Order's data content have also been provided, the Bank shall forward these data – provided by a person holding no right of disposal over the account – as well, along with the Order's full data content, to all other payment service providers participating in the execution of the payment transaction.

If the Order is not executed in 20 seconds reckoned from the receipt of the Instant Transfer Order for any reasons whatsoever, the Bank shall immediately notify the Account Holder to that effect, and shall specify the reason for the rejection.



The receipt of an Instant Transfer Order shall be the time at which the Order arrived at the Bank and has been verified by it. In the event of Instant Transfer Orders, the Bank shall also record and store – in addition to the data of the Order – the time of the Order's receipt, detailed as year, month, day, hour, second and millisecond.

Persons having right of disposal over the account may also submit Instant Transfer Orders to the Bank in which the beneficiary's name and payment account number are replaced by the Secondary Account Identifier assigned to the beneficiary's payment account and the type of such Identifier. The Bank shall execute the Order in favour of the payment account associated with the Secondary Identifier in the Central Database **managed by GIRO** at the time of the submission of the Order. The Bank shall not be liable for any losses ensuing from the change of the account associated with the Secondary Identifier in the interim, or from the execution of erroneously initiated Transfer Orders due to a deficient understanding of the account.

In the event that an Instant Transfer Order is submitted with the beneficiary's Secondary Account Identifier, the Bank shall indicate this Secondary Identifier as the beneficiary's data on the account statement. In the event of the arrival of a credit item bearing the beneficiary's Secondary Identifier, the Bank shall also indicate on the account statement the Secondary Identifier specified originally.

Pursuant to the General Terms and Conditions and if not otherwise provided for by legislation or a decree of the National Bank of Hungary (MNB), the Bank shall execute its tasks ensuing from Instant Transfer Orders – also including affixing the value date to the debit or credit items associated with the payment transaction amount – continuously, i.e. 24 hours on every calendar day. In justified cases, the Bank may restrict the submission of Instant Transfer Orders for a maximum period of 24 hours as a recess for maintenance works and do so once each calendar year, provided that it notifies its Account Holders in advance.

In the event of Instant Transfer Orders, the Bank shall execute debit and credit transactions with the value date on which the debiting of the Account Holder's account and the crediting of the beneficiary's account actually take place.

As a member of the Real Time Gross Settlement system (hereinafter referred to as RTGS), the Bank undertakes to launch and accept the payment Orders of the Account Holder through the RTGS system in accordance with the terms of the relevant Announcement.

3.4.2. Conditions applicable to foreign exchange and international HUF transfers

The Bank shall credit incoming FX payments to beneficiary's Account in accordance with the standard inter-bank notices received from its correspondent banks. The Bank reserves the right to only credit the amount on the beneficiary's Account, once it has confirmed that the relevant funds have been received by the Bank. If the funds specified therein fail to reach the Bank, the Bank shall be entitled to debit the Account of the relevant Account Holder with the amount previously credited thereto.

The Bank shall not accept FX Transfer Orders submitted via mail or by other deliverers. The Banks shall not be liable for any delay or damage arising from the rejection of a Transfer Order submitted in any of the above ways.

In the case of Bank Transfer Orders made out in USD, the particulars of the beneficiary must be complete (exact name and address), and an additional identification number must also be specified (personal identification document number) for any natural person beneficiaries. The transfer Order must carry the exact legal title under which the transfer is made (the relevant service must be specified). The transfer Order must not feature any abbreviations or acronyms. In the interest of compliance with and the enforcement of the international financial restrictive measures in force, foreign financial institutions



involved in the performance of Bank Transfer Orders made out in USD may request additional data and documents about the beneficiary of the transfer from the person from whom the transfer originates. The Bank shall always inform the Account Holder of any additional information requirements that may be applied to the Account Holder, and request that the Account Holder make the relevant data, documents available to the Bank. The Bank shall not be held liable for any losses incurred as a result of the failure of any of the foreign financial institutions involved in the performance of a Transfer Order made out in USD to perform a Transfer Order on account of the risk of breaching any of the financial restriction measures, anti-money laundering and terrorism financing measures of the UN, EU and the United States.

If the Bank does not quote an Exchange Rate in the currency of the Order or if the Bank does not have access to the given currency (i.e. the Bank does not keep a nostro account in that currency), the Bank may, at its own discretion, choose to reject the Order or request the Account Holder to modify the Order. If, for any reason, the quoting of the currency of the Order is suspended or has no official quoted Exchange Rate in a given period, the Bank may, at its own discretion, choose to execute the Order at the last officially quoted Exchange Rate or to reject it. The Bank shall not be liable for any losses if, for the reasons set out above, it rejects an Order or executes it at the last officially quoted Exchange Rate.

3.5. Direct debit

3.5.1. Authorizations can be given for the settlement of service (utilities) fees by means of Direct Debit Orders, with charges made to the HUF bank Account defined in the Announcement.

If the relevant authorization specifies a maximum amount (limit) of performance, the Bank will execute Direct Debit Orders up to that limit amount, which will be deemed known and reasonably expected under the given circumstances by the Account Holder

If the relevant authorization does not specify a maximum amount (limit) of performance, the Bank will look into the reasonable nature of the value of the Direct Debit Order executed and its knowledge by the Account Holder on an individual basis. The value of the Direct Debit Order executed shall qualify as reasonable, in particular but not exclusively, if the value executed in the given month has not exceeded the highest monthly value collected under the authorisation in the preceding 13 months; or (ii) it is considered to be known that in the 5 working days preceding the date of execution the Account Holder used e-bank and did not block the execution of the Direct Debit Order.

It is only with the written consent of the obligor Account Holder that the Bank will notify the party entitled of the maximum amount (limit) of performance under the authorization.

The Bank reserves the right to define the suppliers to the advantage of which it will not receive any authorization for direct debit or any Direct Debit Orders.

In case of universal succession (e.g. transformation) of the beneficiary occurring during the effective period of an authorization, placed by the Account Holder, for the payment of Direct Debit Orders, the Bank shall be entitled to perform the Direct Debit Order under the same terms and conditions to the successor Company.

The Bank reserves the right to accept a new Consumer ID of the Account Holder at the Beneficiary's request with regard to authorizations related to the Beneficiary, without requesting new authorizations, and to perform Direct Debit Orders accordingly.

3.5.2. In an instruction for group collection, the Bank shall undertake no liability for the correctness of the data specified in the field "Consumer's (or contract) ID with the beneficiary".



The invoices sent by the service provider shall be settled on the basis of the billing information supplied by the service provider. The Bank shall not undertake to evaluate the correctness of such fees. Any related complaints are to be filed with the service provider concerned.

In respect of the date for performing Orders, the billing procedures applied by service providers, as well as the Bank's processing routines shall be taken into consideration. In settling service fees, the Bank shall perform no partial payments (i.e. will not transfer a fraction of the amount charged). The Account Holder shall be informed of each Order performed or not performed by means of the regular account statement issued once a month. This notification of executed Orders shall also serve as proof of the payment of the fees in question.

3.5.3. On Accounts defined in the Announcement, authorizations (letters of authorization) may be given for the payment of Collection Orders.

The Bank shall make a partial payment according to the Collection Order based on the letter of authorization up to the available balance of the account. If the relevant funds are not available, the Bank shall perform any FCY orders — either paid fully or partially — in one sum once the item is no longer queued.

If there are not enough funds on the Account, the Bank shall comply with the effective legal regulations and shall put in the queue the transfer orders of authorities and court decisions ordering transfers as well as the collection orders based on letters of authorization, if the letter contains such a stipulation, and shall record the items in the currency of the Account on which the items are queued. The Bank shall queue uncovered Collection Orders based on authorization letters after Orders subject to mandatory queuing pursuant to effective legislation and its own claims.

3.5.4. The Bank performs a collection order if the payment service providers of the beneficiary and the obligor Account Holders perform their payment services in the territory of Hungary. The Bank does not accept and execute SEPA Collection Orders.

3.5.5. If the authorization for Collection Orders includes a maximum amount (limit) of performance, the Bank will execute a Collection Order based on it only up to the limit. The Bank shall look into the reasonable nature of the sum of the executed Collection Order and its knowledge by the Account Holder on an individual basis, in view of the conditions set out in the authorisation.

3.5.6. Collection Orders may be submitted to the credit of the Account; in order to effect the payment, the Bank will forward such orders to the payer's domestic account management bank or, if the payer Account is held with the Bank, it will execute the payment.

4. REFUND; BANK'S ERROR; REQUEST FOR CORRECTION

Refund

- 4.1. In case of Direct Debit Orders and collection orders based on authorization, the Bank grants the right of refund as per the Payment Services Act, subject to the following conditions. Requests for refund may be submitted in branch, using the Bank's relevant form. The Bank will consider the request for refund to have been submitted if all the documentary evidence certifying compliance with the conditions are attached. The Account Holder shall be entitled to submit a refund request to the Bank by the 56th day following the date of debiting the amount requested to be refunded.
- 4.2. An Account Holder shall submit the following statements and authentic documents to prove that all the conditions are met:



- (i) statement by the Account Holder that the obligor Account Holder did not recognize the amount of the disputed Order before the execution thereof and was in no position to know of it,
 - (ii) the amount of the payment transaction specified in the request for refunding was higher than the amount reasonably expected under the given circumstances by the Account Holder,
 - (iii) statement by the Account Holder that the amount requested to be refunded has not been refunded or offset or compensated yet by the beneficiary.
- 4.3. The Bank will take the decision concerning the complete submitted refund request within 10 workdays, in the course of which it shall be entitled to request for the submission of other documents or information and investigate all the circumstances of the case. **Based on a positively assessed request, the Bank** will credit the total amount of the Order, requested to be refunded, to the Account Holder's Account on the 10th workday at the latest. The value date of crediting the amount of the Order requested to be refunded shall be the refunding date. If the Bank refuses the refunding request as a result of the assessment, it shall notify the Account Holder of this in writing.

Bank's error, request for correction

- 4.4. With regard to any correction of a banking error or mistake, the Bank shall be entitled to debit any of the Account Holder's accounts held with the Bank, exercising its setoff right based on section 10.10 to carry out the Account Holder's instruction.

The Account Holder may comment on their account statement or request the correction of their unapproved or approved but incorrectly executed Orders within thirteen months from the execution date of the Order in question in writing or via the TeleCenter, specifying the item in question and the value deemed correct. Such requests shall not affect the Account Holder's payment obligation to the Bank arising from the account statement in question until their contents are proven.

5. DAMAGES

- 5.1. In the event of unapproved Orders, the Bank shall make the requested correction immediately following the investigation of the relevant request, but no later than by the end of the following working day, except if the Bank suspects fraud, in which case it shall also inform its supervisory authority the National Bank of Hungary. The Bank shall return the amount of the unapproved Order to the Account and reinstates the Account as it was prior to the debit transaction. It shall also pay any direct damages substantiated with sufficient evidence by the Account Holder and recognised by the Bank. The Bank shall not be liable if the Account Holder initiated the unapproved Order through a payments provider offering such services.
- 5.2. The Bank shall be liable for the incorrect execution of the Account Holder's Transfer Order initiated by the Account Holder directly at the Bank, unless the amount has already been received by the payments provider of the beneficiary and the **incorrect execution took place during the crediting process**, in which case the payments provider of the beneficiary shall be liable for the amount in question. Whenever the Bank is liable, it will forthwith refund all the amount of the Order not executed or incorrectly executed to the Account Holder and return the Account to a status as if the incorrect execution had never taken place. The value date of the credit transaction on the Account Holder's Account shall be the date on which the Bank charged the amount of the incorrectly executed Order to the Account.

If the amount of the Order initiated to the advantage of the Account Holder is received at the Bank, then the Bank shall be liable for the incorrect execution thereof. Whenever the Bank is liable, it will promptly credit the amount of the incorrectly executed order to the Account Holder's Account. The value date of the credit transaction shall be the date on which the Order was meant to be executed correctly.



Irrespective of its liability, the Bank shall provide the generally required help in the given situation to enable the incorrectly executed Order to be traced and recovered and informs the Account Holder about this. If the Bank cannot recover the amount of the Order, the Bank shall, if requested by the Account Holder in writing, provide all relevant information to the Account Holder required so that the Account Holder can take the necessary legal actions for the retrieval of the same.

- 5.3. When executing the Collection Order of the entitled Account Holder, the Bank shall be responsible for forwarding the Order and crediting the received amount to the Account of the Account Holder.
- 5.4. If a Collection Order submitted against the obligor Account Holder is executed incorrectly, the Bank will promptly refund all the amount of the incorrectly executed Order to the Account Holder, and restore his/her Account to its previous position as if the incorrect performance had not been effected at all.

6. INTEREST, CHARGES, FEES AND COMMISSIONS

6.1. Interest

- 6.1.1. In the case of bank accounts and deposit accounts with variable interest, the Bank shall accrue **Sight Interest** at the rate specified in the Announcement and applicable to the given date, calculated after the closing positive Interest-Bearing Closing Balance of the Account on the given day. Such interest shall be credited to the Account with the frequency specified in the Announcement, **on the last day of the Interest Period**. The Bank shall accrue interest from the first calendar day of the given period (or the day of account opening) to the last calendar day of the **Interest Period** (or the day before the closing of the Account). The amount deposited on the Account shall bear interest from its day of placement up to one day before it is withdrawn.
- 6.1.2. In the event of tiered interest accrual, the portion of the balance on the Account that falls into the given interest tier shall bear interest at the rate applicable to the tier concerned.
- 6.1.3. In the event of "threshold" based interest accrual, the entire amount deposited on the Account shall bear interest at the rate applicable to the given tier.
- 6.1.4. **The Bank shall charge the Account with the Default Interest for the period on the last day of the Interest Period. The Default Interest will be calculated on the basis of the debt on the Account (or, if an overdraft facility is available, then on the basis of the amount of the debt exceeding the facility amount), and its rate is published in the prevailing Announcement.**
- 6.1.5. **Should the Account Holder fail to meet his/her payment obligations (including interest payments) due to queuing under the law in a timely manner, the Bank shall charge the default interest payable on the debt for the period in default, together with the late amounts payable, on the day the queuing under the law expires.**
- 6.1.6. Interest shall be calculated based on the following correlations

Interest calculation formula:

$$\frac{\text{interest-bearing amount} \times \text{interest rate} \times \text{number of days in deposit/default}}{365 \times 100}$$

6.1.7. Interest tax

Pursuant to the provisions of the prevailing act on personal income tax (hereinafter referred to as Personal Income Tax Act), the Bank shall deduct interest tax from income received by its private individual clients under the title of interest, subject to the tax status of the client in question. In the event that an Account has more than



one holder, the tax status of the person specified as Account Holder in the document that created the Joint Account in question shall be taken into consideration in respect of the deduction of interest tax, without examining the tax status of the person specified as Co-Account Holder.

6.2. Charges, fees and commissions

6.2.1. In exchange for account management, money movements and other auxiliary services related to account management, the Bank shall charge commissions, fees and other charges, at the rates, with the calculation manner, settlement period and conditions stipulated in the Client Agreement and communicated by the Bank in the Announcement displayed in its branches.

The Bank shall debit the Account with such fees, commissions, charges and interest as per the provisions of the Announcement, upon the occurrence of the events serving as the basis of charging, or on a monthly basis for certain services, or in a retroactive manner in each quarter, as part of the end-of-month closing procedure. The Bank will debit the Account with bank charges and interest even if the Account does not have enough funds to cover these amounts. The Account Holder authorizes and instructs the Bank to debit the Bank Charges and interest amounts to the Account, following Orders given priority under the law but preceding all other Orders.

The Bank shall calculate commissions and fees and charge them to the Account Holder in accordance with the Announcement.

The Bank shall charge the Account Holder for the costs it incurred (especially including mailing, courier, telephone, SWIFT, photocopy and other similar costs) as well as for re-billed commissions and charges as per the applicable legislation, especially including the fees and commissions charged by the foreign bank(s) taking part in the administration of an FX Transfer Order.

6.2.2. In the event of transactions in different currencies, the Bank shall apply the exchange rate specified in the Announcement. The exchange rate is the daily buy and sell (conversion) rate officially quoted (possibly several times a day subject to market circumstances) and published by the Bank from time to time on the Bank's electronic channels with regard to Hungarian Forints versus a given foreign exchange/currency. The exchange rate applied by the Bank shall be classified as the reference exchange rate as per the Act No LXXXV of 2009 on Providing Payment Services. The Bank shall apply the exchange rate of the processing date of the Account Holder's Order. For the applied exchange rates and the basis thereof, see the currently effective Announcement.

6.2.3. In the case of using several services specified in the Announcement, the Bank shall provide discounts. In the event that a package of services contains a discount depending on the monthly number of transactions, the period of one month shall be a calendar month. Cash withdrawal transactions performed with bankcards shall be booked based on the actual transaction execution time. The detailed rules of booking transactions performed with bankcards are set out in the Bank's relevant General Contracting Terms and Conditions.

7. BANK ACCOUNT STATEMENT

7.1. In the event that a credit or debit is made to the account, the Bank shall send a bank account statement containing the activity and balance of the Account each month, within 15 days after the account statement is generated, to the Account Holder. Activity on the Account includes Orders executed on the Account, value-dated sums credited or debited to the Account, Bank Charges debited and interest credited to the Account. In addition, the Bank Account Statement contains all facts, information, identifiers and data that are legally mandated to be included in a Bank Account Statement. The Bank shall send the Bank Account Statement to the correspondence address specified by the Account Holder for that purpose. A mailing



address shall be required if the Account Holder does not want to have the statement sent to his or her permanent address (the mailing address **cannot be** the Account Holder's permanent address or the address of the Bank/branch). In the absence of a mailing address the Bank shall send the account statement to the Account Holder's permanent address. If delivery to the mailing address provided by the Account Holder is unsuccessful, the Bank reserves the right to send the account statement to the Account Holder's permanent residence address or the mailing address specified on the client data confirmation sheet (client data sheet).

The 5th day of the month following the subject month or, should this fall on a bank holiday, the last working day preceding it shall be considered the closing date and the generation date of the monthly account statement. At the Co-Account Holder' request, the Bank will provide the Co-Account Holder with a paper-based bank account statement free of charge once a month.

- 7.2. If the Account Holder uses the Bank's e-bank service, he/she will receive all the bank account statements electronically. Through his/her instruction given in the Bank's e-banking service, the Account Holder may request at any time that he/she receive the bank account statements in hard copy as well thereafter. At the request of the Account Holder, the Bank shall also release the monthly bank account statement to the Account Holder on paper – in the form of a combined account statement if there are several accounts – once a month free of charge. In terms of deadlines, for the monthly bank account statements sent through the e-banking service the 10th day of the subsequent month shall be deemed the date of postage.
- 7.3. Beyond the above, the Account Holder using the Bank's e-bank service accepts that the Bank shall send him/her the last monthly bank account statement on paper once a year, without the Client's specific request to this end, if the Client did not log in the e-bank application at all during the previous calendar year and if the Bank did not provide a bank account statement on paper to the Account Holder during this period.

The Account Holder may request the Bank to issue a statement of his/her Orders executed before the date of his/her relevant written request, as defined in the Announcement. The Bank will deliver such a statement to the Account Holder maximum ninety (90) calendar days following the receipt of the Account Holder's request by the Bank. A precondition for this Service of the Bank – with respect to the provisions set forth in Section 7.2 -is that the Account Holder (the former Account Holder) shall previously pay the Bank's costs related to the service.

- 7.4. The Bank shall draw up a Fee Statement for the Account Holder once a year, with the content stipulated by the applicable legislation, including all fees incurred by the Account Holder as a result of using the services related to their payment account, and if applicable, also including the interests applied to the payment account. The Fee Statement covers one calendar year, the year starting on 1 January and ending on December 31. The Bank shall make the Fee Statement available to the Account Holder by 31 January of the next calendar year. The Bank shall forward the Fee Statement to the Account Holder electronically, - delivered via the e-bank or into the Account Holder's e-box – or on paper, if the Account Holder so requests. Paper-based Fee Statements are delivered free of charge once a year, while every other Fee Statement set out on paper at the Account Holder's request shall be subject to the fee charged for account statements as specified in the Announcement.

Fee Statements shall be set out in Hungarian. If the language of the account statement – at the Account Holder's request – is English, the language of the Fee Statement shall likewise be English as well.

8. PROVISIONS APPLICABLE TO SPECIAL ACCOUNTS

8.1. Trambulín accounts and youngster account packages

8.1.1. Trambulín accounts and K&H youngster account packages offer certain benefits and special



conditions to young people in the age groups indicated in the Announcement. The Trambulin account- and K&H youngster account packages related benefits offered to different age groups are described in the Bank's relevant Announcement.

8.1.2. The Account Holders of Trambulin accounts for young people under 14 are their authorized representatives, with the minor as beneficiary. The Account Holders of Trambulin accounts K&H youngster account packages and youngster saving deposit accounts opened after 22 July 2004 are the minors under 14, while their legal representatives (parent, trustee, guardian) act on their behalf, and the latter are also exclusively authorized to conclude the agreement on the minor's behalf.

8.1.3. No co-ownership arrangement is available on Trambulin accounts and K&H youngster account packages held by minors.

8.1.4. K&H youngster savings deposit accounts are deposit accounts that can be opened independently from any other account subject to the conditions specified in the Announcement. A single Account Holder may hold only one K&H youngster savings deposit account. Deposits and transfers to the account are possible, and debits may be made to it in the form of cash withdrawals and one-time or regular bank transfers to a non-K&H Account or internal transfers to a K&H Account. Authorizations for the **payment of service provider fees** (the payment of utilities bills) are not possible.

8.1.5. When fulfilling orders regarding a bank account held by a minor, the Bank considers the fact that the statement of the legal representative concerning the asset of a minor exceeding the amount specified in the law is valid only with the approval of the Guardian Authority.

The name of the K&H youngster savings deposit account was K&H Trambulin savings deposit account before 18 April 2017.

8.2. **K&H "Seasons" (Évszakok) June, December savings accounts, and K&H Seasons March, September savings accounts**

8.2.1. The K&H Seasons June, December and the K&H Seasons March, September savings accounts (hereinafter: Seasons savings accounts) are deposit accounts that can be opened independently from any other account and subject to the conditions specified in the Announcement. A single Account Holder may hold only one Seasons June, December savings account and one Seasons March, September savings account. Pay-ins to the Seasons savings accounts can arrive in the form of cash deposits and bank transfers (credits).

8.2.2. Pay-outs from the **Seasons savings accounts** can, at any time, be made in the form of cash withdrawals and one-time or regular bank transfers to a non-K&H Account or internal transfers to a K&H Bank Account. No deposits can be fixed from Seasons savings accounts, and no direct debit orders can be given either.

8.2.3. With respect to Seasons savings accounts, the Bank pays premium interest over and beyond the monthly due base interest – provided that the conditions of premium interest payment are fulfilled – at the end of the first premium interest period, and twice a year thereafter.

8.3. **K&H Planner Saving Account (until 3 July 2015 "Biztos" ("Safe") Reserve Account, before 4 May 2009, K&H savings deposit account)**

8.3.1. A planner saving account is a deposit account which may be opened separately and independently of other Accounts, with the terms and conditions specified in the Announcement. Every Account Holder may only have one planner saving account. Both deposits and transfers can be made to a planner saving account.

8.3.2. The planner saving account may be debited twice a month, free of any interest loss, in the form



of cash withdrawal or deposit placement, or single or standing internal transfer or transfer order to another Account maintained by the Bank or outside of the Bank.

Should the number of debits on a planner saving account be higher than two in any given calendar month (with the exception of debiting through placing a term deposit), or the balance of the planner saving account falls short of the minimum amount specified in the Announcement on any single day in the given calendar month, the Bank shall accrue interest in the given month at the rate applicable to sight deposits as per the Announcement.

8.3.3. Should the planner savings account be debited in any given calendar month with the amount specified in the Announcement (except for credits of interest and maturing deposit amounts) and if there are no debit transactions performed on the account (except being debited with the amount of a term deposit), and provided that the account balance reaches the minimum balance specified in the Announcement for each day of the given calendar month, the Bank shall pay premium interest on the account balance for that month at the rate specified in the Announcement.



9. AUXILIARY SERVICES LINKED TO THE ACCOUNT

9.1. Overdraft facility

At the Account Holder's request, the Bank may provide an Overdraft Facility, following individual assessment, linked to a bank account defined in the Announcement, in the currency of the Account. The conditions and interest calculation method applicable to the Overdraft Facility are contained in the relevant contracting terms and conditions.

9.2. Bankcard

The Account Holder may be provided bankcard services linked to the Account under the terms set out in the relevant Announcement and the GCTC of Bankcard and Credit Card Services.

9.3. TeleCenter services

The Account Holder may be provided bankcard services linked to his/her Account, as per the conditions stipulated in the corresponding Announcement, on the basis of a separate contract.

9.4. K&H Mobilinfo service

The Account Holder shall have the right to use the Bank's Mobilinfo services linked to the account under the terms set out in the Announcement and in compliance with the relevant general contracting terms and conditions of K&H mobilinfo services. Using this service, information can be requested about the balance of his/her Account and other products used by the Account Holder and defined as such in the Bank's Mobilinfo Announcement, as well as the transactions performed with these, and general topics related to banking, by means of a short text message (SMS) sent to a mobile phone number.

9.5. K&H e-banking and K&H mobile banking services

The Account Holder may be given access to an Internet banking platform, e-banking services and, using a mobile application, mobile banking services to the Account, as per the provisions of the Announcement, on the basis of a separate contract and in line with the General Contracting Terms and Conditions regulating banking services with electronic identification.

9.6. Term deposits

The Bank shall accept Orders for term deposits of the terms and with the conditions specified in the relevant Announcement. Term deposits may be placed from a bank account or deposit account, in the currency of those accounts. Contract terms applicable to a term deposit are identical with contract terms applicable to the account under which the term deposit was placed.

A deposit may be placed for a single period or renewed regularly. In the event of a renewable term deposit, the Bank shall repeatedly renew the deposit upon maturity (roll-over date) under the terms applicable to the given deposit type and deposit term, amount tier and currency on the start date of the new placement. One-off term deposits and interest thereon are credited to the same bank or deposit account, the balance of which was used for the funding of the deposit. Interest on revolving deposits is, upon the maturity of the deposit (rollover date), either credited to the same bank account or deposit account where the funding for the deposit was available, or capitalised on maturity, whichever of the two the client may prefer.

Interest payment terms and conditions applicable in the case of a release or termination shall be governed by the Announcement which was effective at the time when the term deposit was placed. A term deposit may not be released in part before the maturity of such term deposit; it can be terminated only in full. The maturity date of a term deposit shall always be a banking day. If the original maturity/rollover date calculated with the term specified in the Announcement, following the date when the deposit was placed



should fall on a bank holiday, then the first workday following such bank holiday shall be considered as the date of maturity.

Term deposits shall bear fixed or variable interest. In the event of fixed interest, the interest conditions applicable at the time of placing the deposit shall not change over the term of the deposit (provided that the amount deposited remains the same). In the case of variable interest, the interest on the deposit shall be determined with respect to a reference rate (e.g. inflation, MNB base rate), and shall change in line with the changes in the reference rate during the term of the deposit. The Bank shall accrue interest on term deposits in one lump sum upon maturity, or at the time when the deposit is terminated. The amount deposited for a fixed term shall accrue interest from the start date of up to the date of maturity or the day before the amount is disbursed to the client.

Any of the Account Holders and the standing proxy holder shall be entitled to place new deposit amounts from the bank account, deposit account and the technical account for placing term deposits. All the proxy holders and Account Holders of an Account shall have the right of disposal over term deposits created on the given Account by any of the Account Holders or standing proxy holders, in a manner identical to their respective rights in respect of the Account concerned.

In respect of term deposits placed after 15 May 2009, the Bank shall treat as the mailing address that mailing address which is specified on the client data confirmation sheet (client data sheet), or in the absence of such document, the Account Holder's permanent address. For deposits created before that date, any new mailing address can be specified strictly on the client data confirmation sheet.

9.7. **Secondary Account Identifiers**

The Bank shall assign (i) mobile telephone numbers including a country code referring to an EEA member state as a geographical area, (ii) e-mail addresses and (iii) tax identifiers or tax numbers issued by state tax and customs authorities as Secondary Identifiers to the payment accounts specified in the Announcement and charge a fee for this service. (Secondary Account Identifier). Secondary Account Identifiers are used for the unambiguous identification of the Account during the execution of Orders. One Account may have more than one Secondary Account Identifiers, but Secondary Account Identifiers may only be used to identify payment accounts managed in Hungary. A central database operated by GIRO Zrt. (Central Database) is used for the storage of Secondary Account Identifiers, including the Account Holder's name and the IBAN identifier of the relevant bank account.

The Bank shall accept the statement of Secondary Account Identifiers only if the Stating Party – concurrently with making the statement – verifies that they are entitled to disposing over the data to be stated and if the Account Holder consents to the transfer of personal information to the Central Database and to the data's transfer from the Central Database into the payment system. In the event of a jointly held account, the consent shall also mean allowing the Co-Account Holder to be informed of the Secondary Identifier. Secondary Identifiers may be stated or cancelled by Account Holders in a bank branch or via an electronic channel specified in the Announcement, while Parties acting on behalf of Account Holders may only state or cancel Secondary Account Identifiers in bank branches. If the Party entitled to make a statement on a Secondary Identifier wishes to state a Secondary Account Identifier other than their own or the Account Holder's tax identifier or tax number found on the Bank's records, the statement can only take place in a bank branch, accompanied by the concurrent submission of a notarised consent – with the content required by the Bank - by the natural person, legal entity or unincorporated entity entitled to dispose over the Secondary Account Identifier.

Following the successful verification of the Party's entitlement to assigning a Secondary Account Identifier to the account concerned, the Bank shall forward the data specified by the regulation of the National Bank of Hungary (MNB) to the Central Database. If the Central Database completes the assignment, the Bank shall inform the Account Holder thereof based on the confirmation received.



If according to the data of the Central Database the Secondary Account Identifier intended to be assigned to the account had already been assigned to a different payment account, the Secondary Account Identifier shall be deleted from the earlier account as a result of the new statement. The Secondary Identifier assigned to the account shall lose its effect and shall be deleted from the Central Database if (i) it is cancelled by a Party entitled to make a statement, (ii) is later assigned to another payment account managed in Hungary or (iii) if it is not confirmed by midnight (0:00 hours) on the day a year after the statement day. The Bank shall inform the Account Holder of the cancellation by a different financial service provider of a Secondary Account Identifier assigned to an account managed by the Bank following the receipt of a notification from the Central Database. The termination of the account also means the deletion of the Secondary Account Identifier assigned to the account from the Central Database. In such an event, the Bank shall send no separate notification about the deletion of the Secondary Account Identifier.

The Bank shall notify the Account Holder of the forthcoming expiry of the validity of the Secondary Account Identifier and of the possibility to confirm it 30 (thirty) days prior to the expiry of a period of one year reckoned from the statement of the Secondary Account Identifier. Only the persons authorized to assign a Secondary Account Identifier to the account shall be entitled to make a statement concerning the extension of the validity of the Secondary Account Identifier.

9.8. Insurance

Pursuant to an insurance contract concluded by the Bank and K&H Biztosító Zrt. (K&H Insurance, 1095 Budapest, Lechner Ödön fasor 9.), Account Holders of certain Accounts specified in the Announcement shall be entitled to life insurance protection also extending to accidental risks and, subject to paying insurance premiums, they may join the group risk life insurance contract in effect between the Bank and K&H Insurance, which covers natural and accidental death, as well as full disability due to accidents. The insurance coverage shall not be extended to the Co-Account Holder. The Bank shall be the beneficiary of services provided in the event of death up to the extent of the Account Holder's debt related to the Account, while for the remaining portion, the person of the beneficiary shall be the same as the one specified by the Account Holder for the event of his/her decease or, in the lack of such person, the heir. The conditions of the insurance shall be included in the insurance terms and conditions available at the Bank's branches and on its website. The volume of insurance coverage, as well as other relevant information about the insurance shall be contained in the Announcement, which is also available at branches and on the website. The insured person's insurance coverage shall terminate on the date when the Account is closed.

Insurance claims shall be filed in the Bank's branches.

10. OTHER PROVISIONS

- 10.1. The Account Holder shall, over the term of validity of the Account Agreement, inform the Bank in person or in writing about any change occurring in the data supplied by him/her, within 5 days of the date when the change occurred/the Account Holder gained information of the change. The Bank shall not accept liability for any damage caused through the Account Holder's failure to do so.
- 10.2. The Bank reserves the right to apply non-standard assessment, at variance with the contents of the relevant Announcement and these GCTCs, in the case of certain transactions, in accordance with its business policies and subject to its own discretion.
- 10.3. The Bank shall expressly reserve and the Account Holder shall acknowledge the right to supplement the provisions of the GCTC whenever new or improved services are introduced, and to unilaterally amend the provisions of the GCTC in force and the terms and conditions set out in the Announcement to reflect any changes in the legislation applicable or relevant to the activities and the operating conditions of the Bank; in the rulings of the Central Bank of Hungary or any other regulations binding on the Bank, the Central



Bank base rate or any other Central Bank interest rates; in the opportunities for fundraising in money markets and the costs thereof; in other prime costs of the Bank, the consumer price index or state interest subsidies; in taxes and contributions, the reserve requirements or the procedures or operating processes of the Bank, and in the risk associated with a service or the Client.

Should the Bank modify the provisions of its effective General Contracting Terms and Conditions and/or relevant Announcement to the detriment of the Account Holder, it shall be obliged to display such amended General Contracting Terms and Conditions and/or Announcement in its branches, publish them on its website 2 months before the modification is to take effect and notify the Account Holder of this on paper or on durable data medium. Any changes in interest on a savings deposit account shall be subject to the above conditions, with the proviso that the advance notification period shall be 15 days.

If the Account Holder does not accept such a modification, he/she shall have the right to terminate the contract free of any fee, charge or any other payment obligation until the modification enters into force, otherwise the modification will be binding on the Account Holder.

The Bank shall be entitled to modify the exchange rate without the above notification and with immediate effect.

- 10.4. Unless the nature of the service or the relevant contract requires otherwise, the Account Agreement shall be concluded for an indefinite time.

The Account Agreement may be terminated:

- by mutual consent,
- by ordinary or extraordinary termination,
- by the termination of the Framework Agreement,
- upon the death of the Account Holder, on the day when the Bank is officially informed on the death, except in the case of a Joint Account, where the provisions set forth in Section 2.4.3 shall apply.

- 10.5. The Bank shall have the right to terminate the Account Agreement by ordinary termination with 2 months' notice, without giving any reason. The Account Holder shall also have the right to terminate the Account Agreement with an immediate effect in writing any time, without giving any reason, by making a written statement to the Bank. In the event of a negative account balance (debt), the Account Holder shall be required to settle all his or her debts to the Bank in full before the Account Agreement is terminated.

If an Account Agreement in place for less than six months is terminated by the Account Holder, the Bank shall be entitled to the fee specified in the Announcement.

- 10.6. Should the Account Holder gravely breach any of the obligations set out in the contract, or fail to settle the Bank's claims as included in a written warning, by the deadline specified in that warning, then the Bank shall have the right to terminate the Account Agreement by extraordinary termination with immediate effect, stop the bankcards linked to the Account, and charge default interest at the rate specified in the Announcement, until such time when the debt is fully repaid.

Furthermore, the Bank shall also have the right to terminate the Account Agreement with immediate effect if the Account Holder fails to meet his or her co-operation and information obligations stipulated by law (especially with reference to the Civil Code and the regulations concerning money laundering), as well as upon the occurrence of circumstances beyond the Bank's control as a result of which the Bank may not reasonably be expected to continue a contractual relationship, or through which the Bank's business interest should in any other way be injured.



Should the Account Holder become in breach of any contract concluded with the Bank or any member of the K&H Bank Group, this shall also be considered as a grave breach of contract from the perspective of the Account Agreement, and may entail the termination of the Account Agreement with immediate effect.

- 10.7. The termination of the agreement shall also mean the termination of other contracts linked to the Account, as well as the discontinuation of all the services associated with the Account.
- 10.8. Upon the termination of the Account Agreement for any reason whatsoever, all payables based on the Account shall fall due and the parties shall effect settlement, where the Bank shall be entitled to the amount payable for the Services actually provided. The parties shall settle their debts to each other within 8 days following the date of settlement, and proceed as per the terms of the Bankcard Contract, if such had been concluded. If the Account Holder (or, if the Account Agreement is terminated due to the Account Holder's death, his or her heir, who must first present official proof of legal status) gives no instructions concerning the positive balance of their Account after the termination of the Contract, the Bank shall manage and keep it for a maximum of five (5) years according to the rules applicable to the administration of accounts in the absence of instructions (*negotiorum gestio*) or, in the case of Agreements terminated before 14 March 2014, according to the rules of responsible custody. Such balances shall earn no interest but they shall be subject to the banking fees and charges prescribed in the effective Announcement.
- 10.9. If the delivery of the account statement to the address indicated by the Account Holder is not successful for 180 days, the Bank – for security reasons – shall be entitled to promptly refuse to provide the Service for the Account Holder without exercising its right to terminate the Contract.
- 10.10. The Bank shall have the right to set off its claims against any of the Account Holder's Accounts maintained by the Bank, in order to settle the Account Holder's debts to the Bank outstanding under any legal title, at the time when these claims fall due, as well as to set off the same against the Account Holder's claims towards the Bank, outstanding on the basis of any of his/her other Accounts.
- 10.11. The Bank represents that the Account Holder's funds on the Account shall at all times be insured by the National Deposit Insurance Fund (hereinafter: OBA), as per the applicable provisions of law. From the perspective of the compensation to be paid by OBA, the amounts placed on any of the Account Holder's Accounts maintained with the Bank shall be considered as an aggregate sum. Pursuant to the Credit Institutions Act, OBA shall pay compensation to the eligible Account Holders in HUF, up to a maximum amount of EUR 100,000, calculated at the official FCY exchange rate published by the Central Bank of Hungary on the day specified in the legal statute.
- 10.12. When an event eligible for compensation occurs, the Bank is entitled to set off its receivable from the Account Holder that has become overdue prior to the time of the compensation against the Account Holder's claim arising from the insured deposit. The amount of compensation due and payable to the Account Holder will be reduced by the amount set off in this way
- 10.13. The insurance provided by OBA shall not cover the deposits of
- a) government agencies financed by the central budget,
 - b) local municipalities,
 - c) insurance companies, reinsurers, voluntary mutual insurance and private pension funds,
 - d) investment funds, investment fund managers,
 - e) the Pension Insurance Fund and the organisations responsible for its management, and the body responsible for the administration of pension insurance,
 - f) appropriated government funds,
 - g) financial and payment institutions,
 - h) the Central Bank of Hungary,
 - i) investment enterprises, Stock Exchange members and Commodity Exchange service providers,



j) mandatory or voluntary deposit insurance funds, institution protection funds, investor protection funds, and the Guarantee Fund of Funds, or by the foreign equivalents of those listed above.

Contrary to points a) and b), the insurance provided by OBA shall cover the deposits of local governments and central budgetary organs established by a local government if – according to the figures of its annual report for the year that is two years prior to the subject year – the budget of the local government does not exceed EUR 500,000.

The insurance provided by OBA shall not cover deposits with respect to which a court has established in a final ruling that the amount deposited originates from money laundering, and neither shall it cover the credit institution's regulatory capital and the debt securities issued by the credit institution or promissory notes. Following the termination of the credit institution's membership OBA shall not pay damages for deposits covered by deposit insurance provided in another country.

10.14. The Parties do not specify any special body for settling legal disputes out of court but try to settle disputes pacifically, within the scope of which they are also entitled to initiate an agreement by involving an expert or another reconciliatory body to be selected jointly by both Parties.

If the pacific settlement is not successful, the Account Holder can lodge his/her complaint to the Hungarian National Bank, the competent reconciliatory body or court in accordance with the relevant laws.

10.15. These General Contracting Terms and Conditions were written in Hungarian and in English, but in the case of any discrepancy the Hungarian version shall prevail.