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# General Contracting Terms and Conditions

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

**Effective as of 1 May 2017**

The GCTC have been amended based on Section 10.3. hereof, as a result of the amendment of special terms and conditions applicable to large cash deposits and cash withdrawals,



member of the KBC group

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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, 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 the Hungarian Republic in general and the prevailing act and NBH decree on Providing Payments 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 Payments 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.

## 1. GENERAL PROVISIONS

- 1.1. The relationship between the Bank and the Account Holder during the conclusion and the validity period of the contract shall be managed in Hungarian.
- 1.2. The Bank shall fulfil the Account Holder's request any time and provide the contractual terms and conditions and the data as per the Payments 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 only have disposal over the account if expressly authorized 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 upon identification of the representative's person.

Such personal identification shall cover the following:

- checking personal data based on a personal identification document(s) as specified in the Announcement, and
- comparing the person's signature with the specimen signature on the Bank's records.

### 2.2. Co-Account Holder

The Account Holder may designate a Co-Account Holder for the 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, blocking the Account) 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, and Co-Account Holder status may also not be terminated individually or unilaterally by the other Account Holder.

### 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 authenticated in compliance with the applicable laws. Such authentication may take the form of 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 (hereinafter 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 (hereinafter 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 take a single action 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 bank 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 account balance and activity (if they are 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 for the event of his/her decease. In this case 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. 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).
- 2.4.2. In the event of the Account Holder's demise, the beneficiary shall have disposal over the balance maintained on the Account, upon producing an original death certificate issued to the name of the Account Holder. The disposal rights of the beneficiary are restricted to the termination of the Account and the cash disbursement or bank transfer of the amount maintained on the same. The order containing the specification of a beneficiary shall only be valid if the Account bears a positive balance at the time of the Account Holder's decease, and if it does not become negative subsequently as a result of the performance of instructions 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. Other than that, no further instruction for the event of death shall be allowed in respect of 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. Inheritance

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 closure of the Account and the cash



disbursement or bank transfer 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 period for 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 bank accounts.

3.1.2. 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 the orders in the chronological order of receiving them unless otherwise provided by the Account Holder or the relevant law on payments. The chronological order of receiving the orders shall be established based on the Bank's records.

3.1.3. 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 the requested transactions on the same banking day, unless the Account Holder specifies a later deadline, or there are applicable legislative provisions to the contrary effect.

The specific submission deadlines applicable to the different individual types of orders are set out in the Order of Performance in the current Announcement of the Bank. The Bank shall not undertake to perform any orders partially — with the exception of the cases specified by law. Bank transfer orders submitted over the phone shall be regarded — in terms of their performance — as orders placed electronically.

3.1.4. The Bank will only receive 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 time of the receiving of 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 using the right code 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) as the relevant payment system to be used.

The Account Holder shall issue the orders in one working process (rewriting) legibly, applying a pen or a typewriter or a printer using only black or blue ink to make any subsequent insertion or other modification 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 equal to the specimen signature card.

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.

- 3.1.5. 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. If the Account Holder wants to modify or withdraw an order previously approved by him/her, he/she shall send a written statement of it by the time specified in the Announcement with regard to the given order. Once the Bank has carried out the order and confirmed the execution thereof, the Order cannot be modified or withdrawn.
- 3.1.6. If the bank transfer order of the Account Holder has been forwarded within the framework of GIRO the concurrent daytime settlement — i.e. the Bank has carried out the order — the Account Holder may submit a withdrawal order — in accordance with the terms specified in the Contract and the Announcement — to request cooperation from the Bank to have the given amount returned by the GIRO clearing house, or the financial service provider holding the current account of the beneficiary of the transfer.
- 3.1.7. 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.
- 3.1.8. The Account Holder shall be liable for any losses incurred by the Bank and other cooperating payments service providers resulting from the inadequacy, incorrectness, or incompleteness of the orders or data supplied by the Account Holder.
- 3.1.9. If there are no sufficient funds on the Account Holder's account, the Bank shall record and suspend only those orders in the case of which it is legally required to do so or has reached an agreement with the Account Holder to that effect. In this case the Bank shall be entitled to refuse any other order.
- 3.1.10. The Bank shall notify the Account Holder of the unexecuted orders in writing and/or electronically.
- 3.1.11. When communicating through a phone-based channel other than the telephone service line called 'K&H Telecenter', the Bank shall not disclose any information deemed to be bank secret to neither the Account Holder nor any third party.
- 3.1.12. 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 or by cheque

- 3.2.1. Cash deposits and cash withdrawals may be made at the Bank's 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 in the same branch, 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 3 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 3 Banking Days from being notified thereof, to determine the time of executing the Order, and to specify the bank branch 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 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 with the provision that the period of 3 Banking Days shall be understood to mean 2 Banking Days in such cases.
- 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.
- 3.2.4. Cheques in foreign currency or forints shall only be accepted by the Bank for collection to the benefit of the Account as per the terms and conditions set out in the Announcement. The Bank shall not accept travellers' cheques for collection.
- 3.2.5. The amount of a cheque received for collection shall be credited after the amount collected has been credited to the Bank's account. In respect of a cheque received for collection, the Bank shall have the right to satisfy all its claims arising from the insufficient coverage of a cheque or the costs charged by a partner bank, against the client submitting the cheque.

### 3.3. Internal transfer



In respect of movements between the Account Holder's various Accounts with the Bank, 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.

### 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 the Account Holder. 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.

The Bank shall transfer the funds by court order or by order to transfer funds in accordance with the relevant laws, especially the Act No LXXXV of 2009 on Providing Payments 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 or drop them in the collection box fitted with a time-stamp, subject to the fulfilment of the conditions described below. The latter option is not applicable to RTGS transfer orders, however.

The Bank shall not accept paper-based transfer orders dropped in a collection box or 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 Banks shall not be liable for any delay or damage arising from the rejection of a transfer order not meeting the above criteria.

When orders are dropped in the collection box, the Bank only accepts liability for the timely execution of orders which have been duly set out and appropriately time-stamped before the time-point (hour and minute) in the processing day as per the Announcement. The Bank accepts no liability for the late execution of orders stamped at an earlier date and dropped in the collection box. The Bank accepts no liability for losses resulting from force majeure events beyond its own control.

The domestic payments settlement service operated by GIRO Zrt within the framework of the GIRO system may be performed in two distinct ways: through multiple daytime settlements or overnight settlements.

Multiple daytime GIRO settlement is referred to as the totality of orders run through the GIRO system, which are credited on the account of the beneficiary 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.

Overnight GIRO settlement is referred to as the totality of orders run through the GIRO system, which are credited on the account of the beneficiary 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 payments service providers indirectly connected to the GIRO system.



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.

The Bank shall forward to the operator of the RTGS any items accepted for same-day performance within 2 hours of receiving, but no later than the receiving deadline of RTGS payments. The final deadline applicable to the receiving of RTGS items is set out in the relevant Announcement.

The Bank shall credit the amount of the order received through the RTGS system — provided that all the conditions of performance are satisfied — on the Account of the Account Holder within 2 hours of becoming aware thereof in a manner that allows the Account Holder to dispose over the credited amount on the day in question.

#### 3.4.2. Conditions applicable to foreign exchange and international 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 dropped in a collection box or 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 may 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 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.

### 3.5. Collection

3.5.1. Authorizations can be given for the settlement of service (utilities) fees by means of group collection (direct debit), charged to the HUF bank account defined in the Announcement.

If the relevant authorization specifies a maximum amount (limit) of performance, the Bank will execute the direct debit order only up to the amount of the limit, and the limit will be considered to be known to the Account Holder and its amount will be considered as one that can be reasonably required under the given circumstances.

If the authorization does not include a maximum amount (limit), the amount of the direct debit order performed by the Bank based on it shall be considered (i) as one that can be reasonably required under the given circumstances provided that it is not higher than the amount of the direct debit order



of the highest amount executed in accordance with the authorization in the previous max. 13 months and (ii) it shall be considered to be known to the Account Holder provided that the Account Holder uses the e-bank and does not block the execution of the direct debit order within 5 workdays of the execution.

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 a collection order placed by the Account Holder, the Bank shall be entitled to perform the 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 collection 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 document shall serve as proof of the settlement of the fees in question.

- 3.5.3. Orders for collection, submitted on the basis of a letter of authorization, may be submitted to the benefit of the bank account, or performed to the debit of the bank account. 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 which is affected by the queue.

The Bank shall put in the queue the uncovered Collection orders in compliance with the effective legal regulations after the orders subject to mandatory queuing 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 the Republic of Hungary. The Bank does not accept and execute SEPA payment 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, and the amount of the limit shall be considered to be known to the Account Holder and as one that can be reasonably required under the given circumstances. If the authorization for collection order does not include a limit amount, the parties shall consider the amount of the collection order executed by the Bank to be known to the



Account Holder if the amount of the collection order is not higher than the amount indicated in the contract related to the authorization plus the related charges.

### 3.6. RTGS transfers

- 3.6.1. The Bank is a member of the Real Time Gross Settlement System (hereinafter referred to as "RTGS"), and as such it undertakes to launch and receive through RTGS the payment orders initiated by the Account Holder, as per the terms of the relevant Announcement.
- 3.6.2. The Bank shall forward items received for performance on the same day, to the RTGS operator within 2 hours of receiving it, but no later than the cut-off time applicable to RTGS payments. The cut-off time for the last submission of RTGS items on any given day is specified in the relevant Announcement.
- 3.6.3. The Bank shall credit the Account Holder's Account with the amount specified in the order received through RTGS, within 2 hours of receiving notice of that transfer order, provided that all the conditions required for performance have been satisfied, and in such a manner so that the Account Holder will be able to dispose over the credited amount on the same day.

## 4. REFUNDING, BANK'S ERROR, RULES OF COMPENSATION FOR DAMAGES

- 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 (henceforth jointly referred to as the Order), subject to the following conditions. The request for refunding is to be submitted on a form of the Bank at the bank branches. The Bank will consider the request for refunding to have been submitted if all the documents 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. The obligor Account Holder shall submit authentic documents to prove that all the following documents are met:
- (i) statement by the Account Holder that the obligor Account Holder did not recognize the amount of the Order before the execution thereof and was in no position to know of it,
  - (ii) service invoices issued by the party entitled maximum 13 months before the amount requested to be refunded was debited, or the underlying agreement(s) of the collection based on the authorization which prove that the amount requested to be refunded was significantly higher than the amount thereof,
  - (iii) any complaint concerning the amount requested to be refunded, submitted by the Account Holder obligor to the party entitled, and the answer of the party entitled, in which he/she recognizes the right to the requested refunding of the amount in writing and undertakes to pay the refunded amount to the Bank,
  - (iv) statement by the Account Holder that the amount requested to be refunded has not been refunded or offset by the party entitled to his/her own advantage.
- 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 amount requested to be refunded to the Account Holder's Account on the 10th workday at the latest. The value date of crediting the amount shall be the refunding date. The Bank will not refund the fees and charges of the order requested to be refunded. If the Bank refuses the refunding request as a result of the assessment, it shall notify the Account Holder of this in writing.



The Bank shall be entitled to charge the refunded amount to the Account Holder's Account on the value date of the credited amount if it comes to its attention that the service provider has indemnified the Account Holder directly.

- 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 point 10.10. to carry out the Account Holder's instruction.
- 4.5. The Bank shall be liable for the incorrect execution of the Account Holder's transfer order unless the transfer order has already been forwarded to the clearing house in charge of the settlement, in which case, the forwarding of the amount from the clearing house to the payments provider of the beneficiary shall be the responsibility of the clearing house; also if the amount has already been received by the payments provider of the beneficiary, the payments provider of the beneficiary shall be liable for the amount in question. Whenever the Bank is liable, it will refund all the amount of the order not executed or incorrectly executed to the Account Holder and restore his/her account to its previous position as if the incorrect performance had not been effected at all.  
If the amount of the order initiated to the advantage of the Account Holder is received at the Bank, 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.  
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 informs the Account Holder about this.
- 4.6. 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 its Account.
- 4.7. 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.

## 5. TERM DEPOSITS

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. The maturity date of a term deposit shall in each case 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.



- 5.6. 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.
- 5.7. 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.
- 5.8. 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.
- 5.9. In respect of term deposits placed after May 15, 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.

## 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 deposit interest at the rate specified in the Announcement and applicable to the given date, calculated after the closing credit balance of the Account on the given day. Such interest shall be credited to the Account with the frequency specified in the Announcement. The Bank shall credit the interest on the last workday of each interest period (or the next workday if this is a bank holiday), with the value date of the day following the given 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 given 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. Should the Account Holder fail to meet his/her payment obligations (including interest payments) in due time, then default interest shall also become payable on such debt for the duration of default, at the rate and with the frequency specified in the relevant Announcement. The Bank shall charge such default interest falling due on the last day of each given period (or on the next workday if this should fall on a bank holiday), value dated for the day following the given period.
- 6.1.5. Interest shall be calculated according to the following formula:

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



## 6.2. Interest tax, health care contribution

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.

Pursuant to the provisions of the prevailing act on health care contribution, the Bank shall deduct health care contribution from the interest income received by its private individual clients. If the private individual is not obliged to pay health care contribution, he/she may initiate the reimbursement of the so deducted health care contribution in line with the applicable legal regulations.

## 6.3. Charges, fees and commissions

6.3.1. 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 the conditions stipulated in the Announcement displayed in its branches.

The Bank shall debit the Account with such fees, commissions and charges 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 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, especially including the fees and commissions charged by the foreign bank(s) taking part in the administration of an FX transfer transaction.

6.3.2. In the event of transactions in different currencies, the Bank shall apply the exchange rate specified in the Announcement. The exchange rate is the buying and selling (conversion) rate officially quoted daily (possibly several times a day subject to market circumstances) and from time to time published by the Bank in dailies and via the Bank's electronic channels with regard to the Hungarian Forint and 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 Payments 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.

6.3.3. 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 performed, then in this respect a period of one month shall be considered to last until the last working day of the subject month with the new period starting on the next day. In the event that the discount depends on the monthly number of transactions, such discount shall be granted in respect of the transactions performed in the given month. The booking of cash withdrawal transactions performed with bankcards depends on the deadlines applied by the international card companies and other credit institutions eventually participating in the settlement of accounts, which are usually executed within 4 (four) working days of the day of the execution of the transaction by the Client. Due to such circumstances beyond its sphere of influence, the Bank shall undertake no





responsibility whatsoever for booking a given transaction in the same month as it actually occurred, or for ensuring that the transaction is booked within the requested throughput time specified above. The detailed rules of booking transactions performed with bankcards are set out in the Bank's relevant General Contracting Terms and Conditions.

## 7. ACCOUNT STATEMENTS

- 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, to the mailing address provided by the Account Holder for the purpose of receiving the Bank's account statements. 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 1st 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 bank account statement. At the Co-Account Holder's request, the Bank provides the Co-Account Holder with a paper-based monthly account statement free of charge on one occasion only.
- 7.2. If the Account Holder uses the Bank's e-bank service, he receives all the account statements electronically. The Account Holder through his instruction given in the Bank e-bank service may request account statements also in hard copies at any time. At the request of the Account Holder, the Bank shall also release the monthly 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 account statements sent through the E-bank service the 10th day of the subsequent month shall be deemed the date of postage
- 7.3. The Account Holder using the Bank's e-bank service accepts that the Bank shall send him the last monthly account statement on paper once a year 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 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. Within thirty (30) calendar days following the last day of the current month, the Account Holder may make any remark in writing or via TeleCenter concerning the bank account statement and request for the correction of his/her order not approved or approved but executed incorrectly, and specify the item in question and the assumed correct value. Until it is proved, the request does not affect the Account Holder's obligation to pay the Bank's claims due as per the bank account statement. After examining the request, the Bank will completely fulfil the request for correction in case of the execution of an unapproved order. With regard to this, the Bank will restore the amount of the unapproved order and the status of the Account before the debiting and refund the Account Holder's authentically proved direct damage acknowledged by the Bank.



## 8. PROVISIONS APPLICABLE TO SPECIAL ACCOUNTS

### 8.1. Trambulin accounts

- 8.1.1. Trambulin accounts offer certain benefits and special conditions to young people in the age groups indicated in the Announcement. The Trambulin account-related benefits offered to different age groups are described in the Bank's relevant Announcement.
- 8.1.2. The holders of Trambulin accounts for young people under 14 are their authorized representatives, with the minor as beneficiary. The holders of Trambulin accounts opened after July 22, 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 held by minors.
- 8.1.4. The provisions specified in section 8.2 are also applicable to K&H Trambulin savings deposit accounts and K&H Trambulin "Osztálykassza" (Class Safe Box) accounts.

### 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 or 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 July 3, 2015 "Biztos" ("Safe") Reserve Account, before May 4, 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 saving account be debited in any given calendar month with the amount specified in the Announcement (except accrual 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.

#### **8.4. K&H long-term deposit account:**

8.4.1. A long-term deposit account (hereinafter: long-term deposit account) is an account managed in compliance with the provisions of the Personal Income Tax Act and the applicable Announcement.

8.4.2. Pursuant to the provisions and subject to the conditions of the PIT Act, the proceeds of the funds placed and fixed in the long-term deposit account are classified as long-term investment income and are governed by the special rules of the PIT Act. The proceeds of the funds fixed on a long-term deposit account are the amount due to the Account Holder at the time of termination or interruption of the account over and above the amount placed in the account.

8.4.3. The Bank reports to the tax authority the data of the long-term deposit account, including especially the income earned on the funds placed in the account, the date of long-term fixing, and the date of termination or interruption of the fixing period.

8.4.4. A long-term deposit account may be opened by natural persons holding Hungarian tax registration numbers, irrespective of age, once in a calendar year. There may be only one account holder for each long-term deposit account.

8.4.5. Pursuant to the PIT Act, all the amounts recorded as fixed on a long-term deposit account can be transferred to another long-term deposit account that is kept with another credit institution and is identical with the terminated account, without the interruption of the fixing (fixing transfer). When a fixing transfer occurs, the long-term deposit account kept with the remitting credit institution shall be terminated.

### **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. Mobilinfo services**

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 a bank 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. e-bank services

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

## 9.6. Insurance

9.6.1. The Account Holders of Accounts so defined in the Announcement shall be provided insurance coverage, pursuant to an insurance contract concluded between the Bank and K&H Biztosító Zrt. (1095 Budapest, Lechner Ödön fasor 9). Such coverage shall be applicable to the events of natural death, death by accident, as well as full and definitive disability caused by accident. The insurance coverage shall not be extended to the Co-Account Holder. By signing the Account Agreement, the Account Holder, in his/her capacity as the insured party, shall give his/her consent for the Bank to take out for him/her a collective life insurance policy including supplementary accident risk, with K&H Biztosító Zrt. Furthermore, by placing his/her signature, the Account Holder accepts the provision that 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 regulation available at the Bank's branches. The volume of insurance coverage, as well as other relevant information about the insurance shall be contained in the Announcement available at branches. In respect of the insurance policy, the Account Holder shall exempt the health care institutions and physicians involved in health care services provided to him/her from their secrecy obligations, and shall authorize them to supply the insurer with the required information for the purposes of claims settlement.

9.6.2. The insured person's insurance coverage shall terminate on the date when the Account is closed.

9.6.3. Insurance damage claims shall be filed with 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 GCTC, 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 Client 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 change of the interest bearing of the savings deposit account shall be subject to the above conditions inasmuch as the previous notification period is 15 days.

Should the Account Holder not agree with such a modification, they shall have the right to terminate the contract within 15 days of the publication of the new terms, or else the modification will take effect and become applicable to the Account Holder.

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 the agreement 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. 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) business associations permanently and fully owned by the state,
  - c) municipalities,
  - d) insurance companies, voluntary and private pension funds,
  - e) investment funds,
  - f) the Pension Insurance Fund and the organisations responsible for its management, and the body responsible for the administration of pension insurance,
  - g) appropriated government funds,
  - h) financial institutions,
  - i) the Central Bank of Hungary,



- j) investment enterprises, Stock Exchange members and Commodity Exchange service providers,
- k) mandatory or voluntary deposit insurance funds, institution protection funds, investor protection funds, and the Guarantee Fund of Funds, and
- l) venture capital enterprises and venture capital funds  
or by the foreign equivalents of those listed above.

Contrary to point c), 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 arises from money laundering, and neither shall it cover the credit institution's regulatory capital and the debt securities issued by the credit institution.

10.14. The Parties do not specify any special body for settling legal disputes out of court but try to settle disputes peacefully, 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.

