

K&H Bank Zrt.

1095 Budapest, Lechner Ödön fasor 9.
telephone: (+36 1) 328 9000,
fax: (+36 1) 328 9696

www.kh.hu • khbinfo@kh.hu



ELECTRA SERVICE GENERAL CONTRACT TERMS

Effective as of July 1, 2012



member of the KBC group

1. SCOPE OF THE GENERAL CONTRACT TERMS FOR ELECTRA SERVICE

- 1.1. These General Contract Terms (hereinafter referred to as the "**Contract Terms**") cover all electronic banking services (hereinafter collectively referred to as the '**Service**') listed in Section 4 hereof and provided by **K&H BANK Zrt.** registered office: 1095 Budapest, Lechner Ödön fasor 9., company registration number: Cg. 01-10-041043, registered by the Metropolitan Court of Budapest as Court of Registration, licence number: ÁPTF 969/1997/F, licence date: November 26, 1997) (hereinafter referred to as the "**Bank**") in relation to Accounts opened and maintained by the Bank for its Account Holders. The provisions of these Contract Terms will also be applicable if any other contract entered into between the Account Holder and the Bank so provides.
- 1.2. The provisions of these Contract Terms apply to both the Account Holder and the Bank. In respect of specific Services, however, it is possible – within the limits laid down in applicable law – to deviate from the provisions hereof if the parties so agree in writing.
- 1.3. In the event of any difference between the provisions hereof and those of any specific contract signed in respect of the given Service (hereinafter referred to as a '**Client Agreement**'), the provisions of the latter will prevail.
- 1.4. Any matter related to the Service that is not regulated by the applicable Client Agreement, these Contract Terms or the Announcement will primarily be governed by the Bank's General Contract Terms for Payment Services (hereinafter referred to as the '**Contract Terms for Payment Services**'), the Bank's Terms and Conditions of Business and the applicable provisions of the laws of the Republic of Hungary.

2. DEFINITIONS

As used in these Contract Terms and the relevant Client Agreement, the following phrases will have the meaning assigned to them below. Phrases defined (printed in bold) in the Contract Terms for Payment Services and in other clauses of the Agreement will have the meaning assigned to them there.

'Signature Password': a secret code used to certify Orders sent to the Bank using the Electra client software. Each User with the right to sign will have a Signature Password.

'User': any person authorised by the Account Holder to perform Electronic Banking Operations pursuant to the terms applicable to the given EB Software Module.

'Login Password': a secret code used to unambiguously identify Users who wish to log in to the Electra client software or to the Bank.

'EB System': the Bank's electronic system capable of performing Electronic Banking Operations.

'EB Agreement': the complete contractual documentation between the Bank and the Account Holder in respect of the given Service.

'EB Software': any and all computer software that enables the Account Holder to perform Electronic Banking Operations, and thus use the Bank's Service.

'EB Software Module': a specific version of the EB Software, which the Bank provides for the Account Holder under the Client Agreement, pursuant to the provisions thereof.

'Electronic Banking Operation': any Order or Notice given by the Account Holder to the Bank directly, using computer-based communication, at least partly in the form of electronic signals. In the course of Electronic Banking Operations the Account Holder will replace its signature with an identification code in a format approved by the Bank or a similar identifier approved by

the Bank. Unless the Parties agree otherwise, Orders and Notices given through Electronic Banking Operations may not be revoked or modified.

3. GENERAL PROVISIONS

3.1. As part of the Service, the Account Holder may

- a) give Orders and Notices to the Bank,
- b) request a Bank Account Statement that shows the balance of and the activity on its Account,
- c) access the Bank's foreign exchange/currency rates for the day, and – in the case of Electra client terminals – the foreign exchange rates of the National Bank of Hungary

electronically, in the currency defined in the Announcement, using the EB Software Modules specified in the Client Agreement.

3.2. Electronic Banking Operations in relation to which the Account Holder or any third party has the obligation to present any document and the Bank or any third party has the obligation to verify such document pursuant to the EB agreement or any applicable law may only be performed by the Account Holder after such obligations have been met.

3.3. If the Account Holder performs an Electronic Banking Operation, the date and time of receipt by the Bank of the Order or Notice will be the date and time determined by the Bank's IT system.

3.4. The Bank may restrict the types and amounts of Electronic Banking Operations in the Announcement.

3.5. The Bank may, at any time hereafter – with or without a separate Client Agreement – allow the Account Holder to perform other Electronic Banking Operations. The Bank will notify the Account Holder of any such change.

3.6. The Bank will provide Forms for the Account Holder for the purpose of written communication in connection with the Service. Any written communication made by the Account Holder to the Bank will only be accepted by the Bank as valid if such Forms are used.

3.7. The Bank may use properly qualified third parties to perform certain partial services (e.g. installation, repairs) that form part of the Service.

3.8. The Bank Charges payable for the Service are set out in the Bank's Announcement unless the Client Agreement provides otherwise, in which case the terms of the latter will prevail.

3.9. The Bank expressly reserves the right and the Account Holder acknowledges the Bank's right to add new provisions to the Contract Terms when a new Service is launched, and also to unilaterally modify the provisions of the Contract Terms in effect and/or the terms and conditions set out in the Announcement and the Client Agreement at any time in response to and in accordance with any change in domestic and foreign financial market conditions, applicable laws and other official regulations, the Bank's business policy or the right of use granted by the Bank's licensor with regard to the EB Software.

3.10. If the Bank makes any modification to the provisions of the Contract Terms in effect or the terms and conditions set out in the Announcement that is unfavourable for the Account Holder, the modified Contract Terms or Announcement will be displayed in the Bank's client service area 30 days before such modification is to take effect. The Bank will also notify the Account Holder of the change directly if the Service or any related condition so requires, or if the Account Holder and the Bank have so agreed.

3.11. If the Account Holder does not agree to the modification of the Contract Terms, the Client Agreement or the Announcement, the Bank will regard the EB Agreement(s) between the Bank



and the Account Holder to have been terminated by the Account Holder pursuant to the terms applicable to such EB Agreement(s), or, in the absence of such terms, as of the day that such modification is to take effect. In this case the Bank and the Account Holder must effect settlement and the Account Holder must pay all its debts to the Bank not later than the end of the notice period. Until the end of the notice period the EB Agreement will remain in effect under the original terms thereof. If the Account Holder does not protest against a modification in writing by effective date thereof, such modification will be deemed to have been accepted by the Account Holder.

4. SERVICES AVAILABLE WITHIN ELECTRA

Basic services and Additional services provided as part of the Electra service are specified in the Announcement.

5. REQUIREMENTS FOR THE USE OF THE SERVICE

Account Holders who wish to use the Service must have:

- a.) a valid Client Agreement for an Account that corresponds to the type of Service (EB Software Module) in question,
- b.) a separate Client Agreement with the Bank for the use of the Service,
- c.) the hardware and operating system required for the operation of the EB Software as specified below:

Standalone installation

Hardware requirements

- IBM PC compatible computer (min. Pentium CPU operating at 233 MHz or a CPU with similar performance), 80MB free hard disk capacity
- an SVGA (800x600 pixels) or higher resolution graphic card and display
- 64 MB memory
- telephone line suitable for fax purposes (may be an analogue extension),
- CD-ROM drive,
- printer (optional),
- broadband Internet connection (possibly, a Hayes-compatible modem (featuring MNP5), or ISDN equipment (V.120 protocol)

Software environment:

- operating system: Windows XP SP3 or later.

Network installation (Electra)

The requirements for standalone installation, plus the following:

- correct client-server network with TCP/IP or NETBIOS protocol
- proper network connection of workstations
- suitable network operating system (NOVELL NETWARE 3.0 or higher)
- preferably homogenous workstations (operating system, language, version) within the network
- implementation of a database server (may or may not be dedicated) and the connected workstations
- system administrator employed by the Account Holder



6. INSTALLATION AND PUTTING INTO OPERATION OF ELECTRA

- 6.1 The client may install the Electra EB Software Module himself using the installation kit downloaded from the Bank's website, and the installation code and the login password sent in a text message.

In any other case, the Bank installs it at the premises specified by the Account Holder for a fee indicated in the Announcement. By the installation date, the Bank will send the group code, the username(s) and the initial Login Passwords to the person defined by the Account Holder in a text message, or by registered mail, with confirmed receipt. The Bank agrees to provide training on the use of the system installed by it. The Account Holder will sign the installation document to certify that the Bank has installed the Electra EB Software Module in compliance with the provisions of the contract and that the Account Holder has received the undamaged login password by mail.

7. ACCESS RIGHTS TO THE ELECTRA EB SOFTWARE MODULE

- 7.1. In the case of the Electra EB Software Module, the Account Holder will name its authorised persons and define the scope of their respective access rights on the Form provided by the Bank

The types of access rights, in the case of administration on the client side, are as follows:

- right to run inquiries for a specific Account,
- right to run inquiries for all Accounts,
- right to sign for a specific account.

The types of access rights, in the case of bank administration, are as follows:

- right to run inquiries for a specific Account,
- right to run inquiries for all Accounts,
- right to sign for a specific Account,
- right to sign, not attached to an account (company-level signatory right), and
- group authorisation defined by group ID.

- 7.2. The right to run inquiries are assigned to the login password and the signatory rights are assigned to the signatory password.

A user who has the right to run inquiries for all Accounts may send inquiries for all accounts of the Account Holder. The newly opened Accounts are automatically added to the scope of inquiries and the inquiry right is automatically set up for them. If administration is performed by the client, the client sets up the appropriate authorisation and modifies it. In the case of bank administration, the applicable authorisation for the new account must be requested on a form.

The signatory rights must be defined for each user with points (1-10). The Bank accepts orders signed with 10 points. The right to sign for a specific account must be defined for current accounts in order to send orders. A signature right, not attached to an account, is required for the registration of the client programme when the necessary software is installed, the termination of a term deposit, confirmation of authorisations for direct debit orders and, in the case of client administration, for the administration of the addition of further users.

- 7.3. When defining access rights, it will be the Account Holder's responsibility to select the person or persons that it authorizes to use the Electra system located at its premises. The person(s) registered by the Account Holder in client administration or named by the Account Holder on the Form provided by the Bank will be regarded by the Bank and the system to be properly authorised. The levels of access rights specified here will only be applicable to the Electra client terminal.

- 7.4 The Bank will set centrally:

- For client administration: the authorisation of the first two users. The Electra server sends the initial Login Password to the user in a text message or the person authorised by the Account Holder by registered mail with confirmed receipt.



- For bank administration: the authorisation of the Users specified by the Account holder. The Electra server sends the initial Login Password to the user in a text message or the person authorised by the Account Holder by registered mail with confirmed receipt.

The User must change his Login Password at the first login. If the User has the right to sign, he must also set up his Signature Password after login.

- 7.5. The Account Holder agrees to make sure that the Login and Signature Passwords may only be accessed by its authorised Users. The Bank will not be liable for any damage or loss arising from unauthorised use.
- 7.6. The Account Holder acknowledges that if the User provides a wrong Login or Signature Password three times consecutively, the EB System will automatically disable his login to the Electra client software or his right to sign.
- 7.7. Reactivation of login and signature rights.

Reactivation in client administration: the client performs it himself using the Electra terminal or requests the Bank's assistance and performs it by phone using his T-PIN code.

Bank administration: The Bank will reactivate the disabled functions on the basis of the Account Holder's written Order, which must bear the signature registered with the Bank. The Account Holder may apply for reactivation on a Form provided by the Bank, which must be submitted to the Account Holder's home branch. If the Account Holder does not request a new Login or Signature Password, the previous Password will remain valid. The Bank will not be liable for any damage or loss arising from such a situation.

- 7.8. The Account Holder agrees to notify the Bank in advance on his intention to modify his hardware and software systems and to consult with the Bank.

8. RECEIPT AND EXECUTION OF ORDERS

- 8.1. The Announcement specifies the deadlines by which an Order must be received and must be performed by the Bank.
- 8.2. The Account Holder must regularly back up its data files containing its Orders and Notices on magnetic media or compact discs (CDs), and store them at a safe location free of any magnetic field (except for CDs). The Account Holder must retain such backup files for at least 30 business days.
- 8.3. Orders received electronically will be executed by the Bank according to the terms and conditions generally applicable to Orders.
- 8.4. An Order received from the Account Holder will only be regarded by the Bank as a valid Order if it is formally accepted by the EB System and its content meets the requirements set forth in applicable law and the EB Agreement.
- 8.5. The Bank may debit the Account pursuant to any Order given using the Signature Password or the chip card signature.

9. BLOCKING AND THE ACCOUNT HOLDER'S REPORTING OBLIGATION

- 9.1. Within the framework of client administration, the client blocks the required functions himself using the Electra terminal or requests the Bank's assistance by phone using his T-PIN code.

The Account Holder must immediately report to Bank, using the phone number specified in the Client Agreement (which is available on a 24/7 basis throughout the year), if:

- a.) the Login Password or Signature Password is obtained by any unauthorised person, or
- b.) the Account Holder's Bank Account Statement shows an unauthorised transaction and therefore the Account Holder expressly request – in the case of an Electra software module that the service or any user should be disabled.

- 9.2. The report referred to above must contain the Account Holder's company name, registered office, tax number, Account number, the exact description of the reported event, the name of the reporting person, a fax/phone number where the Bank can confirm the report and a statement whereby the reporting person expressly requests the blocking of the complete Service or any User in the case of an Electra Software Module. In the event described in Section 9.1 b) above, if the reporting person does not request blocking when making the report, the Bank will act in accordance with the rules applicable to complaints
- 9.3. If a report is received between 0700-1700 hours on a Banking Day, the Bank will block the required function immediately, during the telephone conversation. In respect of reports received on bank holidays or between 1700-0700 hours on Banking Days, the function will be blocked before the payment items received after 1700 hours on the previous Banking Day are processed.
- 9.4. The Bank will confirm the report and blocking by fax, using the fax number provided by the reporting person, within one hour after disablement.
- 9.5. A report will be deemed made if the reporting person provides all the data requested by the Bank (with the exception of the tax number, if necessary). The block will take effect when the Bank has taken all the required measures within a reasonable time. The Bank will record the date and time of the report at the local time measured at the Bank's registered office and also shown by the Bank's systems.
- 9.6. The risks of blocking, and any damage or loss arising from the fact that the blocked Signature Password cannot be used will be borne by the Account Holder. The Bank will not be liable for any damage or loss sustained by the Account Holder or any third party arising from a failure to disable or any abuse related to disablement.
- If the damage or loss caused by unauthorised use is not the result of the Account Holder's wilful misconduct or gross negligence, the damage or loss sustained prior to the blocking report will only be borne by the Account Holder up to forty-five thousand Hungarian forints.
- 9.7. The Bank will maintain a record of reports. At the Account Holder's request the Bank will release a certificate of any report made in the previous five years, including the contents, date and time thereof.
- 9.8. Any damage or loss sustained after the Account Holder learns of the facts covered in the report and before the report is actually made to the Bank will be borne by the Account Holder.
- 9.9. Any damage or loss sustained after the report is made will be borne by the Bank unless such damage or loss is the result of the Account Holder's wilful misconduct or gross negligence.
- 9.10. If the evaluation of the relevant facts with due professional care suggests that a criminal act has been committed, the Account Holder must report this suspicion immediately to the authorities competent to investigate criminal acts.
- 9.11. A block will be final and irrevocable. After the block is confirmed, the Service cannot be used until the disabled function is reactivated. The Account Holder's representative(s) may apply for reactivation in person at the Account Holder's home branch by completing a Form received at the branch and signing it in the manner registered with the Bank. To restore communication between the Account Holder and the Bank, the Bank will provide – in the case of Electra, at the Account Holder's request – a new initial Login Password for the Account Holder.
- 9.12. Any cost incurred by the Bank or the Account Holder in relation to a blockage will be borne by the Account Holder.

10. LIABILITY

- 10.1. The Bank will not be liable for any damage or loss arising from any error in the EB Software, inadequate data transmission, wrong or incomplete data or outdated information unless such damage or loss can be proved to have been caused by the Bank.



- 10.2 The Bank will only be required to restore the Account Holder's data if they can be proved to have been damaged or destroyed as a result of a software error caused by the Bank, provided that the Account Holder has taken the required actions to allow such data to be reproduced from materials stored in a form readable by the EB System.
- 10.3 Any damage or loss arising from the misuse of the passwords provided for the Account Holder and the use of valid passwords by any unauthorised person will be borne by the Account Holder. This rule will not apply to damage or loss arising after a report is made to the Bank for the blocking of the Signature Password, and – in the case of an Electra EB Software Module – the Service or a User.
- 10.4 The Account Holder will be liable to the Bank and any other involved party for any damage or loss sustained because the Account Holder's Orders or the data provided by the Account Holder were inadequate, incorrect or incomplete.
- 10.5 The Bank will not be liable for any damage or loss sustained because the Account Holder's instruction (Order) is damaged, becomes non-interpretable or is obtained by any unauthorised person during data transmission as a result of an error or failure of the modem or the data transmission connection. The Bank will not be liable for any damage or loss arising from the manipulation of data files by any person during data transmission.
- 10.6 The Account Holder will use the EB Software at its own risk and responsibility, and also connect its computer to the Bank's EB System at its own responsibility, therefore the Bank may not be held liable for any damage to the Account Holder's computer, the data stored on such computer or any other peripheral, computer, software or data file connected to such computer that is caused by, or arises as a result of any error or failure in, the EB Software or the EB System, or any damage sustained because the Account Holder does not have the right to give instructions in respect of the computer designated for the installation of the EB Software.

11. EB SOFTWARE RIGHTS

- 11.1 The Bank's licensor is the exclusive owner of all modules of the EB Software. All items of the EB Software and all authorised copies of the EB Software will become and remain the property of the Bank's licensor. All intellectual property rights, copyrights, trademarks and trade secrets related to the EB Software will become and remain the property of the Bank and the Bank's licensor. The Account Holder may not sell, transfer, disclose, dispose of, publish or in any other manner allow any third party to access any item or copy of the EB Software unless permitted to do so by the Bank in writing.
- 11.2 The Bank will grant the Account Holder the right to use the EB Software, which may only be run in the hardware environment and with the operating system specified in the EB Agreement. The Account Holder covenants and agrees to use the latest version of the EB Software provided by the Bank for the Account Holder at all times, which is updated on-line, or the current update may be downloaded from the Bank's internet website for installation.
- 11.3 The right to use the EB Software will be granted to the Account Holder on a non-exclusive basis, and any transfer of the EB Software to any third party will be prohibited. The Account Holder will be solely responsible for, and must comply with the regulations applicable to, the use of the EB Software.
- 11.4 The right to use the EB Software will be expressly restricted to the binary code delivered. The Account Holder may not make any attempt to disassemble, decompile, reverse engineer or otherwise derive the source code from the EB Software.

- 11.5. The Account Holder may not make any backup copy of the Signature Password or the EB Software. The Account Holder may not modify the EB Software or combine it with any other software unless expressly permitted to do so. If such a permission is given, the Account Holder will be solely liable for any risk that may result from such modification, including the risk of incompatibility that may arise between the modified EB Software and any hardware, software or future software, software version, software update, test, diagnostic or control routine.
- 11.6. The Bank will grant the user license for a period that begins on the day when the EB Software is delivered, and end when the Account Holder stops using the Service or the EB Agreement between the Parties ends for any reason.
- 11.7. In the event that the Account Holder fails to perform any of the obligations set forth in the EB Agreement with regard to the use of the EB Software, the Bank may immediately revoke the right to use in respect of all items of the EB Software without any specific legal procedure.
- 11.8. The Account Holder warrants and agrees to take all necessary measures to protect the rights of the Bank and the Bank's licensor from any violation by its own employees and representatives or any other person who may access the documentation, the EB Software and the know-how.
- 11.9. If the Account Holder fails to comply with the obligations above, it will be solely liable for all legal consequences and the breach of the EB Agreement, including the obligation to compensate for any damage thus caused.
- 11.10. The Account Holder warrants and agrees to destroy the EB Software within one day after its right to use is terminated for any reason, and make a written statement to the Bank that the EB Software has been destroyed.

12. EB SOFTWARE WARRANTY

- 12.1. The Bank represents and warrants that the EB Software complies with the specification provided by it at the time of delivery and that the EB Software may be used properly on the hardware and with the operating system specified in the applicable agreement. The Bank agrees to install Electra system and provide training on the use of the system, at the installation location, in maximum 2 hours, for one person acting on behalf of the Account Holder.
- 12.2. The Bank's warranty hereunder will not cover the peripherals of the hardware containing the EB Software or any hardware or software connected to the EB Software.
- 12.3. The Account Holder acknowledges that the Bank may use the assistance of qualified third parties in the performance of its obligations that form part of EB Software installation and warranty.
- 12.4. The EB Software warranty service will include the following:
- a.) advice on the installation of the EB Software Module delivered and licensed by the Bank, updates and patches,
 - b.) advice on error identification,
 - c.) advice to solve problems arising in the installation of updates and patches,
 - d.) development of workarounds or alternative solutions,
 - e.) investigation of error reports,
 - f.) delivery of updates.
- 12.5. As a prerequisite for the EB Software warranty service, in order to allow such warranty to be provided, the Account Holder agrees, for the entire term of the EB Agreement, to grant access to the EB Software and the hardware containing it, and release it, under the conditions



requested by the Bank, for the time required for warranty services to be performed. The Account Holder must use the latest version of the EB Software provided by the Bank.

12.6. Services not included in EB Software Warranty:

- solution to any problem caused by the improper or undocumented use of the EB Software or negligence,
- regeneration of the EB Software in any case where such regeneration is required due to an error that the Bank may not be held liable for,
- modification of any function of the EB Software at the Account Holder's request.

13. SERVICE TERMINATION

13.1. If the Account Holder's Agreement regarding the Account ends for any reason, the Service will be terminated as of the same date.

13.2. Either Party may terminate the EB Agreement in writing with immediate effect if the other Party commits a serious breach of contract.

13.3. Either Party may terminate the EB Agreement in writing, with 30 days' notice, without giving any reason.

13.4. In other cases the termination of the EB Agreement will be governed by the agreement entered into between the Parties.

13.5. If the EB Agreement ends for any reason, the charges, commissions and costs due to the Bank will become payable immediately, in one sum, on the day the EB Agreement ends.

