

## General Business Conditions

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**IMPLEMENTATION OF SOME PROVISIONS WILL TAKE PLACE AT THE TIME SPECIFIED IN A SEPARATE ANNOUNCEMENT** (The provisions entering into force or deleted (crossed out) are highlighted in **turquoise**.)

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**Raiffeisen Bank Zrt.**

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Company registration number: 01-10-041042

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## **PART1**

### **GENERAL PROVISIONS**

#### **I. Introduction**

**1.1** The requirement to perform a large number of various banking transactions without delay makes it inevitable to establish a set of general rules that shall be binding in the course of all such banking transactions for Raiffeisen Bank Zrt. (the "Bank") and the Customer as well as for any third parties providing collateral securities in favour of the Bank.

It is the Bank's General Business Conditions that serve this purpose. As compared to the General Business Conditions, the business conditions of the Bank's diverse business lines as well as the concrete agreements between the Bank and the Customer may provide for terms different from those set forth herein.

**1.2** The provisions of the General Business Conditions concern all kinds of business between the Bank and the Customer in the scope of which the Bank renders financial and auxiliary financial services to the Customer. These General Business Conditions also apply to the Bank's investment banking activities as long as the Business Conditions of Investment Banking Services or concrete agreements do not provide otherwise.

**1.3** The content of the legal transaction between the Bank and the Customer shall be governed primarily by the concrete agreement between the Bank and the Customer, secondly by the business rules concerning the given legal transaction and the General Business Conditions, and thirdly by relevant Hungarian laws, especially the provisions of the Civil Code, the Banking Act, laws concerning payments, and other effective laws and Central Bank decrees concerning banking transactions and banking operations.

**1.4** In the case of any change in laws, if the new law is contrary to any section or provision of these General Business Conditions, the concerned section or provision shall be automatically construed with a modified content complying with the changed laws from the date of effect of the change. This shall not have any impact on the effect and validity of any section of these General Business Conditions—or the effect and validity of any provision of an affected section—that is left unaffected by the change in the law.

**1.5** In respect of any and all agreements and transactions concluded between the Bank and the Customer, as well as any and all agreements with third parties providing collateral securities in favour of the Bank, the General Business Conditions shall qualify as contractual terms and conditions. Copies of the General Business Conditions from time to time in effect—which is a public document accessible for anyone concerned—shall be displayed in the Bank's customer areas and in its website ([www.raiffeisen.hu](http://www.raiffeisen.hu), which platform is regarded as a durable medium), and handed to the Customer in a printed format upon the Customer's request.

**1.6** For the purposes of these General Business Conditions, by framework agreement as defined in Act LXXXV of 2009 on the Rendering of Payment Services (the "Payment Services Act") the individual agreement concluded between the Bank and the Customer on the subject of banking services—including especially the agreement on payment account keeping, and the agreement on the issue of cash substitutes—and the integral annexes of such agreement, the List of Terms & Conditions from time to time in effect, the announcements disclosed by the Bank, and the payment services related provisions of these General Business Conditions together shall be meant.

For the purposes of these General Business Conditions, by payment account the account opened in accordance with the payment account agreement concluded between the Bank and the Customer in view for the administration of the Customer's payment turnover and the fulfilment in the scope of this of payment transactions shall be meant.

For the purposes of these General Business Conditions, by transactional account a payment account opened by the account holder in order to administer his payments generated in the scope of his regular business activities under an obligation set out in the relevant law shall be meant.

**1.7** In accordance with Art. 8 (3) of the Payment Services Act, the Bank shall fulfil its obligation of informing the Customer as set out in Art. 8 (1) of the Payment Services Act prior to the legal statement of the Customer to conclude the framework agreement by handing the Customer a copy of the framework agreement.

**1.8** If a party does not exercise a right provided for such party in an individual agreement between the Bank and the Customer or in the General Business Conditions, this is not to be understood as a waiver from such right.

## II. List of Terms & Conditions, Announcements

**2.1** The title and the measure of the fees, commissions, charges and penalty interests charged by the Bank for the services used by the Customer as well as the rates of interest payable by the Bank on the deposits placed by the Customer at the Bank, as well as other specific terms and conditions of the services, and the special offers and promotions related to services are set forth in the List of Terms & Conditions from time to time in effect, the Announcements published by the Bank, or the regulations related to special offers and promotions. The Bank publishes an Announcement on the fact of the amendment of the General Business Conditions or other business rules and regulations, the provisions affected by the amendment, the date of entry into force of the amendment, and also publishes its special offers, promotions and programs related to services in an Announcement or in a separate regulation. The List of Terms & Conditions from time to time in effect and the Announcements and regulations from time to time published by the Bank shall constitute integral parts of and annexes to the General Business Conditions.

Copies of the List of Terms & Conditions, the Announcement and the regulations concerning special offers and promotions—which are public documents accessible for anyone concerned—are disclosed in the Bank’s customer areas as well as placed in its website ([www.raiffeisen.hu](http://www.raiffeisen.hu)), and given to the Customer upon request.

Disclosure in customer areas means that the document is displayed in printed form or is electronically available on a customer computer (CleverPoint) located in the customer area that is accessible to anyone.

The Bank shall have the right to apply different terms and conditions and render different services in respect of the different customer types and business lines. The Bank shall also have the right to offer special conditions different from those included in the List of Terms and Conditions or in the Announcement to a Customer.

## III. Data Protection and Confidentiality

### 3.1 Data Protection

The Bank shall process the provided data primarily in accordance with the provisions of the GDPR and in accordance with the applicable laws listed in the Bank’s General Privacy Policy. These laws and documents contain detailed rules on the processing of personal data, including among others the principles of data protection, the purposes of the processing, the data subjects, a list of the personal data processed, the retention periods, the details of data transfers, the data subject’s rights, the handling of data protection requests, the remedies available to data subjects, and data security provisions. The General Privacy Policy is available in the Bank’s website (<https://www.raiffeisen.hu/raiffeisen-csoport/raiffeisen-bank-zrt/jogi-nyilatkozatok/adatkezelesi-tajekoztato>) under the heading “Data Processing”.

## 3.1.1 Data Transfer within the Banking Group

As a general rule, the transfer of personal data within the Banking Group is subject to the provisions of the Bank's General Privacy Policy, with the following additions.

The Bank shall be entitled to disclose any personal data or secrets of the data subjects that it has become aware of:

- a) with the Customer's consent, which the Customer gives by signing the agreement, unless expressly stated otherwise;
- b) with regard to the legitimate interests of the Bank or other third parties, to the owner of the Bank, Raiffeisen RBHU Holding GmbH, or to domestic and foreign companies and subsidiaries belonging to the international Banking Group, among others for the following purposes:
  - the performance of a service used or intended to be used by the Customer;
  - risk management, including risk analysis, risk mitigation and evaluation, as well as information security risk analysis;
  - debtor, deal and creditworthiness rating;
  - statistical analysis;
  - ensuring high-quality and efficient customer service, including in particular the operation of IT systems facilitating customer service, and contact maintenance;
  - execution of market research, customer satisfaction surveys, and public opinion research;
  - improvement of data quality, and furthermore the monitoring and improvement of customer experience (e.g. profile data, data concerning transactions and activities, interactions related to all banking channels, evaluation of customer experience feedback);
  - the prevention of money laundering and terrorist financing, and fraud prevention;
  - enforcement and protection of the legitimate interests of the Bank and the Banking Group, or third parties related to the Bank and/or the Banking Group, complaint management and dispute resolution;
  - control and supervision of the activities of the Bank and/or members of the Banking Group (for example data concerning lawsuits, data of outsourcing agreements, performance of other data disclosures, etc.);
  - receivables sale.

## 3.2 Confidentiality

The Bank shall treat the data and information in its possession, which constitute legally protected secrets under the applicable legislation in force, in accordance with the provisions of the relevant laws.

The Bank shall keep the data and information classified as confidential without any time limit.

Data and information classified as secret may only be disclosed to third parties in accordance with the relevant legislation in force.

Where the applicable law in force exempts the Bank from its obligation of confidentiality, the Bank shall disclose the confidential data to the person who has made a lawful request for the data. The Bank shall not be liable for any consequences or damages arising from the provision of data.

## IV. Right of Disposal, Representation, Signature

### 4.1 Provisions Concerning Legal Entities and Other Organisations

**4.1.1** If the Customer is a legal entity or some other organisation (the "Enterprise/Organisation"), as prerequisites for establishing business relationship

- i) the Bank shall apply customer due diligence in accordance with Section 4.3.1 hereof;
- ii) if the Customer has already been entered in the registry necessary for its establishment, the Bank shall ascertain on the basis of a document or data not older than 30 days and issued by the organisation keeping such registry that the Customer is entered in the registry, as well as get informed about the Customer's tax number and statistical number;
- iii) if the Customer has not been entered yet in the registry necessary for his establishment, the Customer shall present a duplicate copy of his constituting document (articles of association), and—if he is obligated to be entered in the companies register, and opening a transactional account is no precondition for the submission of the request for entry in the companies register—he shall attach the electronic certificate received from the court of registry upon the submission of the request for entry in the companies register, or an authenticated paper-based copy of the same;
- iv) if the Customer is a natural person or sole proprietor bearing an obligation to pay value-added tax, the Customer has delivered a duplicate copy of the document concerning his registration by the National Tax and Customs Administration, and additionally a sole proprietor Customer has attached a copy of the certificate concerning his registration or of his private entrepreneur license, as well as of any other certificate necessary for the pursuit of his business activities, or the Bank has ascertained from the organisation keeping the registry of sole proprietors that the sole proprietor is included in the registry;
- v) if the Customer is not obligated to open a transactional account, he shall present the documents concerning his establishment and registration as identified in the requirements concerning the legal form of the Customer; and
- vi) a person authorised under the law to act on behalf of the Customer (representative) shall notify to the Bank in writing—or in any other manner that is legally identifiable and accepted by the Bank—the persons authorised for representation, and provide credible proof of their right to act on behalf of the Customer.

**4.1.2** Upon the opening of the payment account, the representative(s) of the Customer shall use the signature card provided by the Bank to notify the name and specimen signature of the person(s) authorised to dispose of the Customer's payment account and the order of signatures to the Bank. The signature card qualifies as a power of attorney under the Civil Code, on the basis of which the person(s) properly registered in the signature card shall have the right to act on behalf of the Customer as representatives under the civil law in respect of the services provided by the Bank. However, only and exclusively the legal representative(s) of the Customer shall have the right to conclude or terminate payment account agreements, and to act within the scope of the services defined by the Bank in section 4.1.5. The Bank shall not examine whether a person notified by the account holder or the representative(s) as one authorised to dispose of the payment account satisfies the requirements set out in the relevant laws or not. The Bank shall not be liable for any loss the Customer may sustain upon the eventual rejection of the change registration request.

**4.1.3** The Customer's representatives properly registered in the signature card shall have the right to dispose of the Customer's credit balances and other kinds of claims from time to time owing from the Bank without limitation, to represent the Customer—according to the signature card, with the restrictions recorded therein—in all

outstanding and future legal transactions and contracts with the Bank, as well as those whose conclusion is underway, and to receive, examine and accept statements of account, settlements, and other documents. A representative shall not have the right to modify or withdraw the signature card, or to register new representatives.

**4.1.4** In case the Bank expressly wishes so—especially in regard of orders concerning documentary transactions (collections, letters of credit, bank guarantees)—the Customer shall be required, in addition to properly signing the orders given to the Bank, to duly stamp the same with the company seal.

**4.1.5** With regard to certain services provided by the Bank or even to certain legal declarations, the Bank shall be entitled to require that only the Customer's legal representative(s) act on the Customer's behalf when concluding the relevant contract or making a legal declaration.

## **4.2 Provisions Concerning Natural Persons**

**4.2.1** If the Customer is a natural person, as prerequisites for the rendering of financial services the Bank shall apply customer due diligence in accordance with Section 4.3.1 hereof, natural persons and sole proprietors obligated to pay VAT shall present a duplicate copy of the document concerning their registration at NAV (tax authority), sole proprietors shall attach a copy of their entrepreneurship licence or any other licence necessary for them to pursue their activities, and the Customer shall provide his specimen signature to the Bank in a signature card. The Customer may also authorise third persons on a standing basis to dispose of his payment account(s) (all payment accounts or any specific payment account). The Customer may have the name, data and specimen signature of such authorised persons registered by the Bank in the signature card. Persons authorised on a standing basis may give payment orders on behalf of the Customer in the range specified in the Customer's payment account and time deposit agreements; they are, however, not entitled to enter into, amend or terminate contracts (e.g. payment account, credit or loan agreements) on behalf of the Customer, or use other financial services on behalf of the Customer.

**4.2.2** In the event of a natural person Customer's death, all authorisations given by the Customer—including standing authorisations—shall become void. Unless provided otherwise in the relevant laws, all the Customer's claims on the Bank, as well as the Customer's assets held by the Bank shall constitute a part of the Customer's estate, and from then on the person specified in the law may dispose of such claims and assets, subject to the terms specified in the law. The heir shall be liable for any testamentary debt up to the assets inherited and their yields towards the Bank as a creditor. The Bank has the right to enforce any outstanding claims it might have on the Customer in the testamentary procedure.

If becoming aware in any way of the Customer's death, the Bank may suspend the right of disposal of authorised persons until the fact of death is certified in a credible manner.

**4.2.3** In the event of the Customer's death—if no instruction has been given for the event of death—the Customer's heir shall present a legally binding writ having a full or temporary effect concerning the distribution of the estate or a resolution of a court of justice or a certificate of inheritance (or, in the case of foreigners, an authenticated document that has a similar effect pursuant to the law of the heir's country) in the original to certify his status as the Customer's heir. The assets of a bequeathing Customer deposited at the Bank shall only be handed to the heirs upon the delivery of the aforementioned documents.

## **4.3 Common Rules Concerning Enterprises / Organisations and Natural Persons**

### **4.3.1 Customer Due Diligence**

In accordance with the Act of LIII of 2017 on the Prevention and Impeding of Money Laundering and Terrorism Financing (the "Money Laundering Act"), the Bank must apply customer due diligence—also for Customers who



already keep accounts at the Bank—upon the establishment of a business relationship or before executing the Customer's orders, as well as in other cases specified in the relevant law. In the scope of customer due diligence, the Bank shall identify the Customer, any person acting on behalf of the Customer, persons authorised to dispose of the Customer's account, and the Customer's representatives—and in the cases specified in the Money Laundering Act, the beneficial owner of the Customer—verify their identity on the basis of the documents specified in the Money Laundering Act, capture the data specified in the Money Laundering Act, as well as make photocopies of the presented documents. In addition to the data prescribed in the Money Laundering Act, as a part of the customer due diligence process, the Bank has the right—based on other statutory provisions—to record other data of the Customer as well, including in particular information concerning the Customer's residence for tax purposes, and request the documents certifying the establishment of tax residence to be presented. The Bank shall check the validity of the documents showed to it to certify identity; in the case of a power of attorney constituting a separate document, the Bank shall check its validity, and in the case of persons authorised to act on behalf of the Customer, it shall verify the title of the right of disposal, as well as the scope of authority of the representative. In the cases specified in the Bank's internal directive concerning the prevention of money laundering and terrorism financing—apart from the data concerning the Customer, his representatives, agents and beneficial owner, or the business relationship and the transaction, which must be captured on a mandatory basis—the Bank shall also have the right to capture and manage further data specified in the Money Laundering Act. Upon the Bank's request, the Customer shall present the documents specified in the Money Laundering Act and satisfying the criteria specified therein, or an authentic copy of the same. If the validity of the identity document of a natural person Customer or any authorised representative or additional cardholder submitted to the Bank expires, and the Customer, authorised representative or additional cardholder fails to submit to the Bank his/her valid document, the Bank shall have the right to suspend the right of disposal of the Customer or representative or additional cardholder as of the date of expiry of the identity document, and keep it suspended until the presentation of a valid identity document. If due to the expiry of the identity document of a natural person Customer the Bank suspends the Customer's right of disposal, in that case the right of disposal of all authorised representatives and additional cardholders shall also be suspended.

**4.3.1.1** The Customer shall—in the cases and with the data content specified in the Money Laundering Act—make a written statement regarding whether he acts on his own behalf or on behalf of some beneficiary owner, as well as in case of a legal entity or other organization the Customer shall declare whether his beneficial owner qualifies as a politically exposed person or not. If doubts should arise any time regarding the identity of the beneficial owner, the Customer shall be called upon to make a repeated statement on the beneficial owner. If a Customer qualifying as a legal entity or other organisation fails to meet all these obligations upon the Bank's call, the Bank shall have the right to suspend the right of disposal of the Customer and all its authorised representatives and keep the same suspended until the declaration concerning the beneficial owner is submitted.

**4.3.1.2** A natural person Customer shall make a written statement to the effect whether or not he qualifies as a politically exposed person. The statement of a Customer qualifying as a politically exposed person shall also include information on the source of the Customer's funds.

**4.3.1.3** In each case in respect of a person qualifying as a politically exposed person, as well as in the other cases specified in the Bank's internal regulation, the establishment of the business relationship or the execution of the Customer's order shall be subject to the approval of the manager specified in the Bank's internal regulation.

**4.3.1.4** If the Customer will not consent to the customer due diligence, or if the due diligence cannot be carried out in the way specified in the law, or if the Customer fails to make the data and documents necessary for the establishment of his tax residence available to the Bank, the Bank shall refuse to establish business relationship

with the Customer or to fulfil his transaction order, as well as to execute payment transactions through the Customer's payment account, and/or shall apply the other legal consequences specified in the relevant law, or it shall terminate its existing business relationship with the Customer.

**4.3.1.5** The Bank shall ensure that the data and documents available in respect of the Customer and the business relationship are up-to-date, and with a view for this the Bank shall regularly verify the data available on the Customers. If in the course of such verification doubts should arise regarding the timeliness of the data and declarations, the Bank shall repeat the customer due diligence procedure.

During the life of the business relationship the Customer shall within 5 business days of becoming aware of the change inform the Bank of any change in the data provided in the course of the due diligence procedure, or in the identity of the beneficial owner.

**4.3.1.6** If no order is performed to the debit or credit of the Customer's payment account kept at the Bank during a period of two calendar years, the Bank shall within 30 days call on the Customer to give notice of any change in the data, informing the Customer that until the repeated identification is carried out there is no opportunity to fulfil orders in the payment account.

After the date of 26 June 2019, the Bank shall refuse to execute transaction orders if the business relationship with the Customer was established before the entry in force of the Money Laundering Act (26 June 2017), and the Customer's and—if applicable—the beneficial owner's data as specified in the Money Laundering Act are not available comprehensively, and despite the Bank's notice the Customer has failed to show up in-person or via a representative for the purposes of customer due diligence.

**4.3.2** The Bank shall disclose any data captured in view for the customer due diligence and the copies of the documentation concerning the identity of the Customer to other service providers which are subject to the Money Laundering Act only and exclusively under the Customer's express written consent.

The Bank shall immediately forward the data concerning the beneficial owner of a Customer qualifying as a legal entity or entity without legal personality to the central registry established under the relevant law in order to store such data.

**4.3.3** The signature of the Customer and any authorised person shall be recorded electronically. The Bank shall check written orders and instructions concerning payment accounts as well as all other instructions, orders and agreements between the Bank and the Customer to verify whether the signatures match the electronic image of the specimen signature delivered by the Customer. The Bank may refuse to fulfil an order or agreement if in the Bank's judgement the signature featuring thereon is invalid.

**4.3.-**The signature verification for any order, contract or other notification or message concerning the relationship between the Customer and the Bank and submitted to the Bank shall be carried out through the Bank's employees who are authorised to verify signatures, i.e. the Bank shall not carry out signature verification by a handwriting expert.

Except for payment orders and instructions submitted in respect of payment accounts, the Bank shall not be liable for the consequences of the execution or acknowledgement of any order, contract or other notification or message concerning the relationship between the Customer and the Bank where the forgery or falsification of the signature could not be detected by the Bank's employees working in such positions, despite the exercise of due care.

**4.3.5** If the signature of the Customer and/or the parties authorised to dispose of the payment account changes for any reason as compared to the specimen signature kept at the Bank, the Customer shall—simultaneously with

modifying the signature card ensuring the right of disposal—have the new signature of the Customer or authorised person registered in the signature card. Any modification of the signature card shall become effective after the lapse of two banking days from its receipt by the Bank at the latest. Any loss arising from the Customer's delayed registration of a changed signature shall be borne by the Customer.

**4.3.6** The signature card—that ensures the right of disposal in respect of the Customer's payment account—shall be regarded as valid and effective until the Customer has cancelled it in writing (in the signature card), and has presented the request sent to the Court of Registry or the writ issued by the same certifying the change in the representation of the company. Any modification or cancellation of the signature card and the registration of new representatives and authorised persons shall become effective after the lapse of two banking days at the latest from the receipt of the modified signature card by the Bank.

**4.3.7** Any loss originating in the Customer's failure to notify the Bank by way of properly modifying the signature card of changes in its representation shall be borne by the Customer.

**4.3.8** If the Customer presents a document written in a foreign language to certify his identity or right of representation, the Bank shall not be held liable for any loss or legal consequence stemming from any potential misunderstanding of the foreign language by the Customer.

Documents issued in languages other than Hungarian or English shall be accepted only if together with the document the Customer presents its authentic Hungarian translation as well.

**4.3.9** The Customer may also authorise persons on an ad hoc basis with a properly signed power of attorney to proceed on his behalf—subject to satisfying the conditions set out in the Money Laundering Act—with restrictions as to the concerned transactions and amounts specified in the payment account agreement or other agreements made with the Bank. The Bank reserves the right to reject powers of attorney which are not set out in private documents of full conclusive evidence as per Hungarian law or in public documents, and the Bank may also refuse to accept powers of attorney which fail to specify in concrete terms the business or transaction to be concluded with the Bank, or the essential parameters of such business or transaction. Powers of attorney given to minors will not be accepted.

**4.3.10** If there is an electronic contact between the Customer and the Bank, all orders received electronically in a manner conforming to the rules of electronic communication shall be regarded as originating from the Customer or an authorised person, being supplied with all formal requisites, and being fully expressive of the Customer's will.

**4.3.11** Legal entity and other organisation Customers may have one or more contact persons registered at the Bank by completing the data form introduced for this purpose. If a person registered as a contact person is not a permanent representative registered in the signature card, then the contact person shall only and exclusively participate in the communication between the Bank and the Customer (the "Parties"), in the scope of which he/she shall have the right to receive from the Parties any document, (banking) information and data via the Bank's communication channels without limitation, and transfer the same to the other party.

The contact person shall have the right to negotiate on behalf of the Customer, and reconcile proposals between the Parties; however—unless expressly and properly authorised to do so—he/she shall not have the right to give orders to the Bank, or make statements including commitments on behalf of the Customer towards the Bank.

Any and all losses arising from the actions or omissions of the contact person shall be borne by the Customer, and the Bank's liability for such losses shall be excluded.

#### **4.4 Rules for managing environmental, social and governance (ESG) risks**

## 4.4.1 ESG

"ESG" means a set of criteria for sustainability issues that assesses the impacts and factors relating to the environment (E), society (S) and governance (G) from a sustainability perspective for a given customer.

## 4.4.2 Prohibition to finance activities on the exclusion list

The Bank shall be entitled to refuse to establish a business relationship subject to the Act CCXXXVII of 2013 on credit institutions and financial enterprises (hereinafter: "Hpt.") and to Article 5 (2) c) of the Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing their Activities (hereinafter: "Bszt.") or to terminate the business relationship with a Corporation/Organisation, and to decide not to provide financial services or ancillary financial services to a Corporate/Organisation Customer whose annual turnover or part of it is derived from any industry or activity included in the Exclusion List set out in Annex 8 to these General Business Conditions. The Bank's Corporate/Organisation Customer and its activities shall not fall within the scope of the customers and activities prohibited by the Exclusion List during the existence of contracts between the Bank and the Corporate/Organisation Customer which are subject to the provisions of the Hpt and Article 5 (2) c) of the Bszt.

The Bank shall be entitled to verify compliance with the provision detailed in this section and, to this end, the Corporate/Organisation Customer shall provide the Bank with the documents and information requested by the Bank (including, in particular, data and information on individual transactions, trades and their participants necessary for the assessment of the involvement in connection with the Exclusion List) within the time limit specified by the Bank.

## 4.4.3 Commitment regarding the exclusion list

If the Corporate/Organisation Customer intends to engage in any activity included in the Exclusion List during the term of any contract concluded with the Bank which is subject to the Hpt. or Article 5 (2) c) of the Bszt., it shall notify the Bank thereof in writing without undue delay, but no later than 15 business days before the commencement of such planned activity and shall provide all information requested by the Bank in connection with such activity.

## 4.4.4 Non-compliance with statements and commitments relating to the exclusion list

Any delay in performance or failure to perform or the breach of any obligation of the Corporate/Organisation Customer under this Section 4.4 of Chapter IV shall constitute a serious breach of contract, in respect of which the Bank shall be entitled to terminate with immediate effect all contracts between the Bank and the Corporate/Organisation Customer subject to the Hpt. and Article 5 (2)(c) of the Bszt. pursuant to Sub-section 20.2(b) and/or (i) of Chapter XX, Part 1 of these General Business Conditions, in particular in the event that, the statements made by the Corporate/Organisation Customer in relation to the Exclusion List pursuant to Annex 8 to these General Business Conditions at the time of making the same are (i) incorrect, (ii) untrue or (iii) misleading, and if the Corporate/Organisation Customer fails to comply with its obligations in relation to the Exclusion List (including, but not limited to where the Corporate/Organisation Customer or its activities fall within the scope of the Exclusion List or where the Corporate/Organisation Customer fails to provide the Bank with adequate information or where the Corporate/Organisation Customer obstructs the Bank's audit rights).

## V. Orders

### 5.1 Types of Payment Orders

The Bank undertakes for Customers opening payment accounts at the Bank to keep record of and manage the Customer's funds in the payment account, fulfil the payment orders connected to the payment account, and administer the payment transactions necessary for the execution of such orders.

In the payment account, the Bank shall execute the payment orders initiated by the Customer, the beneficiary of the payment transaction, persons authorised to give official credit transfer orders and persons authorised to issue payment writs. The modes of payment which may be used to administer payment orders shall be as follows:

#### 5.1.1 Credit Transfer

By giving a payment order for credit transfer, the Customer as a payer orders the Bank to transfer a specific amount against his payment account kept at the Bank in favour of the payment account of the beneficiary.

HUF credit transfer orders—except for in-Bank instant credit transfers and instant credit transfers—may as well be given with the Customer specifying a debit date. If the day specified as a debit date falls on a non-business day, or if there is no such day in the relevant month, then the next business day shall be regarded as the debit date. In the case of an in-Bank instant credit transfer, a debit date later than the date of receipt may not be specified, and the order will be executed in accordance with the provisions of Section 5.1.1/C, as per the laws concerning payments.

In the case of an instant credit transfer order, a debit date later than the date of receipt may not be specified, and the order will be executed in accordance with the provisions of Section 5.1.1/A, as per the laws concerning payments.

#### Types of credit transfer orders:

- a) single credit transfer,
- b) instant credit transfer,
- c) in-Bank instant credit transfer,
- d) standing credit transfer,
- e) collective credit transfer,
- f) official credit transfer,
- g) credit transfer executed under a payment writ.

With a credit transfer order—except for in-Bank instant credit transfers and instant credit transfers—the Customer may order the Bank to transfer an amount specified in the order on a specific date (the debit date). If the Customer fails to specify a debit date in the order, or specifies a day that is earlier than the date of the order, the Bank shall execute the single credit transfer order within the timeframe specified in Section 5.11 below.

With a standing credit transfer order, the Customer may order the Bank to repeatedly transfer a specific amount on specific dates. The Bank shall execute standing credit transfer orders until the end date specified in the order, or until the order is withdrawn by the Customer. If the balance in the Customer's payment account is insufficient to cover the execution of the order, the standing credit transfer order shall be queued for a period of 35 days at maximum, during which period the Bank shall try to fulfil the order on each banking day until the order is withdrawn, otherwise until the next due date of payment.

In the scope of a collective credit transfer order, credit transfer orders having the same title and concerning different beneficiaries may be submitted to the Bank in batches. The payment service provider keeping the payment account of the beneficiary shall notify the payment service provider keeping the payment account of the payer on the non-

execution of a collective credit transfer order (the failure to credit such order) and the reason for such non-execution. The Bank shall forward such notices (non-executed orders) to the Customer as a payer as follows:

- in the case of orders submitted to the Bank on paper: in writing;
- in the case of orders submitted via the Bank's Electronic Channel (e.g. DirektNet) or other electronic systems (e.g. MultiCash, Raiffeisen Electra), via the same channels;
- in the case of orders submitted to the Bank via the Bank's telebanking customer service (Raiffeisen Direkt) or via a telephone contact persons: on the phone, via Raiffeisen Direkt, or the relevant contact person.

In the course of a court enforcement procedure, or administrative and tax enforcement procedures, claims for money shall be executed under the relevant order of the authority or organisation empowered by law to collect such claims, by official credit transfer or as set out in the payment writ.

In the case of an official credit transfer, the Bank shall transfer a specific amount against the payment account of the Customer to the payment account identified by the person giving the official credit transfer order. The Bank shall notify the Customer as a payer immediately, in writing of the (partial) execution of the official credit transfer order or the credit transfer writ, or the queuing of the same, simultaneously with the execution or the queuing, disclosing the data content of the official credit transfer order and the payment writ. If the starting day for the queuing of the official credit transfer order or the payment writ falls on a banking holiday, the Bank shall fulfil its obligation of notification on the next business day.

### **5.1.1/A Instant Credit Transfers**

A single credit transfer order concerning a HUF amount shall be regarded as an instant credit transfer order if

- a) it is given by the payer against his/her payment account kept in HUF,
- b) its amount does not exceed the amount set in the legislation,
- c) it does not include a debit date later than the date of receipt by the Bank,
- d) it is submitted by the payer through an electronic channel, and its processing does not require manual intervention by the Bank, and
- e) it is not submitted in a batch

(hereinafter the "instant credit transfer order" or "instant credit transfer").

From the orders submitted through the domestic payment system operated by the MNB and called "Real-Time Gross Settlement System" (VIBER in short), any orders that meet the criteria of instant credit transfers shall be executed by the Bank in accordance with the rules concerning instant credit transfers going forward.

### **5.1.1/B Secondary Account Identifier as an Ancillary Service Connected to Instant Credit Transfer**

- (i) In order to identify the Customer's payment account, a person authorised to dispose of such payment account—i.e. the Customer, or an authorised person properly notified to the Bank in the signature card in respect of the given payment account—may, subject to the provisions below, in respect of the Customer's payment account kept at the Bank provide as a secondary account identifier a mobile telephone number (including a country code referring to an EEA member state as a geographical region), or an e-mail address, or a taxpayer identification number or tax number established by the state tax and customs authority, through a notice to the Bank made via an electronic channel (i.e. attach/register a secondary account identifier to the account).

It is necessary for the announcement and attachment of a secondary account identifier as above that the natural person Customer as an account holder make a declaration of consent towards the Bank in respect of the

attachment of the secondary account identifier via the relevant electronic channel. In the case of a Customer that is a legal entity or other organisation or enterprise, if a person authorised to dispose of the given payment account is notified to the Bank, the Bank shall at the same time regard such notification as a consent to the notification or attachment of a secondary account identifier as well.

The Customer or an authorised representative—unless the Customer instructs otherwise—may at any time request the Bank through an electronic channel to modify or delete a secondary account identifier notified to the Bank. Modification takes place through the deletion of the previously registered secondary account identifier and the registration of a new one.

The Customer or authorised representative may attach more than one secondary account identifiers to the same payment account; however, any given secondary account identifier may be attached to one payment account only.

- (ii) Whether the above notification is made by the Customer or an authorised representative, simultaneously with the notification the natural person authorised to dispose of the secondary account identifier is required to consent—in the Bank’s electronic system—that
- a) his/her name, the IBAN of the payment account included in the notification, and the secondary account identifier attached to it are transmitted to the organisation operating the central database, which organisation shall handle such data until the declaration of consent is withdrawn, or the regular annual data checking by the Bank is closed unsuccessfully;
  - b) the data specified in paragraph a) above are transmitted by the organisation operating the central database—in the scope of the provision of the payment service and the processing, settlement and execution of the payment transactions and payment transaction requests—for the purpose of the execution of the payment order and the transmission of the payment request to the financial institutions and payment service providers not qualifying as financial institutions that cooperate in the processing, settlement and execution of the payment transactions.

The above consent may be cancelled only and exclusively if the secondary account identifier is deleted simultaneously, and the deletion by the Customer or authorised representative of the secondary account identifier shall also qualify as a cancellation of the above consent.

- (iii) The Bank—taking into account the provisions of this Section 5.1.1/B—shall make sure that the Customer or authorised representative has the right to use a secondary account identifier as such, or to modify or delete a registered secondary account identifier. Failing that, the Bank shall refuse to accept the notification of a secondary account identifier or any request for the modification or deletion of an already registered secondary account identifier.
- a) In the case of a mobile telephone number, the Bank shall send an SMS message to the mobile phone number registered as a secondary account identifier, and the Customer or authorised representative is supposed to enter the identifier included in such message in the Bank’s electronic system, and submit the same to the Bank in the electronic system in accordance with the instructions given in the signature card;
  - b) In the case of an e-mail address, the Bank shall send a message to the e-mail address registered as a secondary account identifier, and the Customer or authorised representative is supposed to enter the identifier included in such message in the Bank’s electronic system, and submit the same to the Bank in the electronic system in accordance with the instructions given in the signature card;



c) In the case of a taxpayer identification number or tax number, the Customer or authorised representative shall enter the notification in the Bank's electronic system in the way established for this purpose, and submit the same to the Bank in the electronic system in accordance with the instructions given in the signature card. The Customer or authorised representative may only provide the Customer's own taxpayer identification number or tax number already registered with the Bank, which shall be checked and recorded in the Bank's systems by the Bank as a data pertaining to the Customer.

If the Customer's own taxpayer identification number or tax number already registered with the Bank is a foreign number, and qualifies as data that can be transmitted to the organisation operating the central database of secondary account identifiers, in that case such foreign taxpayer identification number or tax number may also be registered as a secondary account identifier.

The data content of the Customer's or authorised representative's notification concerning a secondary account identifier shall be transmitted by the Bank—within one hour of the fulfilment of the requirements set out in the above paragraph—to the organisation operating the central database, which shall immediately record it in the central database.

The request for the modification of a registered secondary account identifier shall be handled by the Bank in accordance with the rules concerning the notification of secondary account identifiers.

Of the request for the deletion of the registered secondary account identifier, the Bank shall—within one hour of the fulfilment of the requirements set out in the first paragraph of this section (iii)—notify the organisation operating the central database, which shall immediately delete the secondary account identifier from the central database. The Customer shall have the right at any time to request the Bank to delete any secondary account identifier attached to his/her payment account by an authorised representative.

(iv) Each year from the receipt of the Customer's or authorised representative's notification concerning the attachment of a secondary account identifier, the Bank shall reconcile with the Customer or the Customer's authorised representative notified to the Bank in respect of the given account about the validity of the secondary account identifiers attached to the payment account so that the Bank shall obtain a confirmation of the earlier notification of the Customer or authorised representative concerning the attachment of the secondary account identifier by the anniversary of the receipt of the notification. At least 30 day prior to the expiry of the deadline for the annual reconciliation, the Bank shall notify the Customer or the authorised representative registered in respect of the given account on the phone and/or electronically of the data reconciliation, and the consequence of the omission of the reconciliation.

If despite the Bank's above notice the reconciliation of data fails to take place by the deadline specified in such notice, the secondary account identifier shall at 00:00 a.m. on the day following the expiry of the deadline become void, which fact shall be notified by the Bank without delay to the organisation operating the central database, which shall immediately delete the secondary account identifier from the central database.

(v) Of the termination of the Customer's payment account to which a secondary account identifier has been attached, the Bank shall without delay notify the organisation operating the central database, which shall delete the secondary account identifier from the central database immediately after receipt of such notice.

(vi) In case the right of disposal of an authorised representative notifying the attachment of a secondary account identifier is cancelled by the Customer in respect of the payment account concerned by the notification, the Bank shall—except for the transactional accounts of legal entities, other organisations and enterprises—



automatically, without delay have the secondary account identifier notified by such person deleted from the central database, after the cancellation of the right of disposal.

In case the right of disposal of an authorised representative is terminated in respect of the transactional account of a legal entity, other organisation or enterprise, the deletion of the secondary account identifier notified by such person will be initiated by the Bank at the organisation operating the central database only under the Customer's request for the deletion.

## 5.1.1/C In-Bank Instant Credit Transfers

A single credit transfer order concerning any HUF amount shall be regarded as an in-Bank instant credit transfer order if

- a) it is launched by the payer from a payment account kept at the Bank in HUF to the credit of another payment account kept by the Bank (either an account held by the payer or a payment account kept at the Bank for another beneficiary),
- b) the order does not include a debit date later than the date of receipt by the Bank, and
- c) it is submitted by the payer through an electronic channel, and its processing does not require manual intervention by the Bank, and
- d) with the exception specified in the paragraph below, it is not submitted in a batch

(hereinafter the "in-Bank instant credit transfer order" or "in-Bank instant credit transfer").

If the account of the beneficiary kept at the Bank is a payment account kept in the currency of an EEA member state, in that case an in-Bank instant credit transfer will be fulfilled up to the amount set in Part 1 Sub-Section 5.1.1./A at maximum, and orders exceeding this amount will be executed as single credit transfers.

If the account of the beneficiary kept at the Bank is a payment account kept in the currency of a non-EEA member state, in that case in-Bank orders will not be executed as in-Bank instant credit transfers, but in each case as single credit transfers.

The Bank shall expectably ensure the above services through the Raiffeisen Electra and MultiCash systems starting from a later date, of which the Bank shall notify the Customers through these electronic channels.

## 5.1.2 Collection

With a collection order, the beneficiary orders the payment service provider keeping his payment account to collect a specific amount in favour of his payment account, against the payment account of the payer. The collection order shall be submitted by the beneficiary to the payment service provider keeping his account. Before accepting the collection order and forwarding it to the payment service provider keeping the payment account of the payer, the payment service provider keeping the payment account of the beneficiary shall check the data concerning the beneficiary and the data content of the collection order.

Types of collection orders:

- a) collection order based on letter of authorisation,
- b) direct debit,
- c) collection of promissory notes,
- d) cheque collection,

- e) documentary collection,
- f) future collection.

## **Collection order based on letter of authorisation**

In the letter of authorisation, the Customer as a payer approves through his signatories registered at the Bank the presentation of collection orders by the beneficiary. A letter of authorisation shall be accepted by the Bank if it includes at least the following:

- i) the Customer's name and the number of his payment account concerned by the authorisation,
- ii) the name of the beneficiary authorised to submit collection orders based on the letter of authorisation and the number of his payment account,
- iii) the date of expiry of the authorisation,
- iv) if a document must be attached to the order, the exact name of the document.

In addition to the aforesaid, a letter of authorisation may as well include the following:

- i) the upper limit of order execution,
- ii) the frequency of order submission,
- iii) the time period for which an order is to be queued in the case of insufficient balance,
- iv) the possibility for partial payment, and the minimum amount of such partial payment,
- v) the method of withdrawal.

The Bank shall receive and fulfil collection orders based on the letter of authorisation—unless the letter of authorisation provides otherwise—until the Customer as a paying agent withdraws the authorisation in writing.

If the framework agreement is terminated by either of the parties, the Bank shall execute collection orders under the letter of authorisation on the date of termination of the framework agreement at the latest.

The Customer may give authorisation for direct debit in the euro currency only and exclusively subject to the rules set out in Section V/5.13 and concerning SEPA direct debits (SDD). The receipt and execution of SEPA direct debits (SDD) shall be governed by the provisions of Section V/5.13.

## **Direct debit**

In a direct debit order, the beneficiary may under the authorisation of the payer (including the Customer) submit the collection orders having the same title and the same debit dates and directed against the accounts of different payers in batches. On the authorisation received from the Customer for the execution of direct debit orders (or the change or termination of such authorisation), the Bank shall notify the beneficiary within 4 business days from the receipt, via the payment service provider of the beneficiary. The beneficiary shall notify the persons having a contractual relationship with it, i.e. the Customer and the Bank, on the acknowledgement of the authorisation. As far as the Bank is concerned, it shall be regarded as an acknowledgement of the authorisation by the beneficiary if the beneficiary starts collection. On the rejection of the authorisation, the beneficiary shall notify the Bank as the payment service provider of the payer and the person having a contractual relationship with it within 4 business days of receipt. The beneficiary shall submit direct debit orders at least five business days prior to the debit date specified in the order, at the venue, in the way and at the frequency specified in the agreement between the beneficiary and its payment service provider. The beneficiary shall notify the payer who has a contractual relationship with the beneficiary on the submission of collection orders by sending the payer the invoice, or in its absence another document constituting the basis of the collection order, at least six business days prior to the debit date at the latest.

The Bank may notify paying Customers on direct debits orders prior to the execution of such orders. A paying Customer may stop the execution of a direct debit order at the Bank until the end of the business day preceding the debit date. An order may be stopped only if the full amount of the order is stopped. The Bank shall not examine whether stopping a direct debit order is reasonable and justified or not. Stopping an order shall not affect the validity or term of the authorisation.

On the execution or non-execution of a direct debit order, and the reasons for the non-execution, the Bank shall notify the payment service provider keeping the payment account of the beneficiary.

The Bank shall notify the Customer on the execution, non-execution or non-fulfilment of direct debit orders via the statements of account sent to the Customer on a monthly basis.

In the authorisation for the execution of direct debit orders, the Customer may as well specify an upper limit for order execution. If the Customer consents, the Bank shall notify the beneficiaries of such upper limit. The Customer's consent shall be regarded as granted if he has submitted the authorisation to the beneficiary.

Upon the request of the Customer as a payer, the Bank shall issue a certificate on any valid authorisation given for direct debit orders affecting the payment account of the Customer. Unless the Customer expressly provides otherwise, request for such a certificate does not mean the cancellation of the relevant authorisation. The Customer may submit such a certificate to another payment service provider as a new authorisation.

## **Collection of promissory notes**

If the collection order is aimed at the collection of a claim based on a promissory note, the authorisation of the direct debtor of the promissory note is embodied by the promissory note. The Bank as the payment service provider keeping the payment account of the payee will accept a promissory note collection order only if

- a) the original copy of the promissory note is attached to the collection order,
- b) the ingredients of the promissory note meet the provisions of Act CLXXXV of 2017 on Bills of Exchange and Promissory Notes,
- c) the promissory note is presented by the formally certified holder of the promissory note, via a collection order for the purpose of payment, and
- d) the promissory note is intact and clearly readable.

The Bank as the payment service provider keeping the payment account of the payer will fulfil the promissory note collection order only if it meets the general rules of collection, and

- a) the original copy of the promissory note is attached to the collection order,
- b) the ingredients of the promissory note meet the provisions of Act CLXXXV of 2017 on Bills of Exchange and Promissory Notes,
- c) the promissory note is presented by the formally certified holder of the promissory note, via a collection order, for the purpose of payment,
- d) the promissory note is intact and clearly readable,
- e) as the target account, the payment account of the direct debtor of the promissory note kept at the Bank has been identified in the promissory note,
- f) the signature of the direct debtor as shown in the promissory note matches the signature of the payer registered at the Bank as a payment account holder,
- g) if the promissory note is payable upon presentation (inspection), it is presented for payment within 1 year of its issuance,

- h) if the promissory note is payable on a specific date, or after the lapse of a specific time from the date of issuance or inspection, it is presented for payment on the due date or either of the two business days following it,
- i) the direct debtor of the promissory note is not under liquidation, or under a payment extension ordered in bankruptcy proceedings (except for the cases specified in Art. 11 (1) of the Bankruptcy Act), and
- j) the balance necessary for the fulfilment of the promissory note collection is available at least in part in the payment account kept at the Bank.

The Bank verifies the signature of the direct debtor of the promissory note on the basis of signatures registered at the Bank and in effect at the time of receipt of the collection order, in accordance with the provisions of Part 1, Chapter IV "Right of Disposal, Representation, Signature", Sections 4.3.3-4.3.7 of these General Business Conditions.

The Bank shall refuse to fulfil the collection of the promissory note if the collection order fails to meet the above requirements, including in particular if on the basis of the signature verification the signature of the direct debtor as shown on the promissory note fails to match the signature of such person registered with the Bank at the time of the collection order, or reasonable doubts arise regarding the authenticity of the signature of the direct debtor of the promissory note.

When examining the formal certification of the holder of the promissory note, the Bank inspects the text of the promissory note, its reverse and addendum (if any); however, it does not check—with the above exception—the authenticity of the signatures featuring on these.

In the case of a promissory note payable on a specific date or after the lapse of a specific period from issuance or inspection, the Bank shall perform the collection of the promissory note—submitted in due course in accordance with Act CLXXXV of 2017 on Bills of Exchange and Promissory Notes (on the due date of payment, or on either of the 2 business days following due date)—without any specific instructions from the payee of the promissory note, in the case of insufficient balance by the end of the second business day following the due date of payment of the promissory note, up to the balance available in the payment account by the end of the second business day following the due date of payment.

If due to insufficient balance the Bank is unable to fulfil the promissory note, or is able to fulfil it only in part, or if the signature of the direct debtor of the promissory note fails to meet the criteria specified in the above paragraphs, or reasonable doubt arises regarding its authenticity, and furthermore if the payment account of the direct debtor as a payer kept at the Bank has ceased, or if the Bank refuses to fulfil the collection of the promissory note because the direct debtor is under liquidation, or under a payment extension ordered in bankruptcy proceedings, or if a promissory note payable upon inspection is presented after the lapse of more than 1 year from its issuance, the Bank shall draw up a protest substitute statement in accordance with Act CLXXXV of 2017 on Bills of Exchange and Promissory Notes. An exception from this is if the issuer prescribed a notarised protest in the text of the promissory note, or exempted the holder of the promissory note from the obligation of drawing up a protest. If the holder of the promissory note is the Bank, it shall not have the right to draw up the protest substitute statement.

Against the guarantors of promissory notes or promissory note debtors obligated for reimbursement, collection orders for promissory note based claims may be submitted on the basis of the relevant letter of authorisation.

In accordance with Act CLXXXV of 2017 on Bills of Exchange and Promissory Notes, a collection order may also be submitted for payment if the Bank is not identified in the bill of exchange or promissory note as a domicile, but the holder of the note demands the amount of the bill of exchange or promissory note to be paid by the Bank on the basis of the collection order as a paying agent to the debit of the direct debtor's payment account kept at the Bank.

The Bank shall perform the collection order as a paying agent only if it has a special arrangement to this effect with the direct debtor of the bill of exchange or promissory note. In respect of a bill of exchange or promissory note that cannot be executed or may only be executed in part due to insufficient balance, the Bank acting as a paying agent shall not draw up a protest substitute statement, in which case it shall be the duty and responsibility of the promissory note holder to have the protest registered by a notary public.

## **Cheque collection**

If the collection order is aimed at the collection of the amount of a cheque, the authorisation of the issuer of the cheque is embodied by the cheque. To cheque collection orders, the original copy of the cheque must be attached.

## **Documentary collection**

With an order for documentary collection, the beneficiary of the underlying transaction (the Customer) delivers the documents constituting the basis for the claim to the Bank so that the Bank forward the same to the payment service provider keeping the payment account of the payer with the instruction that such documents are to be surrendered to the payer (the drawee) only against payment, protection or the fulfilment of other conditions.

## **Future collection**

With a future collection order, the customer orders the Bank to collect a specific amount in favour of his payment account, against a payer having an account at the treasury in view for the enforcement of a contractual financial commitment.

## **Other collection orders which may be given temporarily**

In accordance with the Transitional Provisions (Art. 66) of Act LXXXV of 2009 on the Rendering of Payment Services, collection orders may be temporarily submitted under reason code "2" and "3" as well, at the terms specified therein. When executing such orders—in accordance with statutory requirements—the Bank shall apply the relevant provisions of NBH Decree No. 35/2017, taking into account payment-related laws from time to time in effect.

### **5.1.3 Payments Initiated by the Payer via the Beneficiary (Payments by Bank Card)**

The Bank carries out the identification of payment transactions administered in Hungary on the basis of the country code attached to the beneficiary on account of the relevant payment transaction in the certificate sent by the payment service provider of the beneficiary and providing the details of the payment order.

In the case of a payment transaction administered with bank cards in Hungary, if the currency of the amount featuring in the certificate is identical with the currency of the payment account providing the coverage to bank card use, or that of the credit line attached to the credit card, the amount debited to the payment account or settled against the credit line must be in each case identical with the amount featuring in the certificate.

### **5.1.4 Letters of Credit**

**5.1.4.1** In the case of a letter of credit, the Bank undertakes in its own behalf on the basis of an order given by the Customer keeping a transactional account at the Bank—as the obligor of the underlying transaction—that in case the beneficiary of the letter of credit in-person (if the terms of the letter of credit make this possible) or via the bank named in the letter of credit (the presenting bank) presents with an adequate drawdown letter the documents prescribed in the letter of credit that satisfy the criteria set out in the letter of credit in every respect within the timeframe specified in the letter of credit, and satisfies all other conditions therein specified, then the Bank shall pay the amount specified in the letter of credit to the beneficiary in accordance with the terms of the letter of credit or the instructions of the presenting bank.

**5.1.4.2** With an order for using a letter of credit, the beneficiary of the letter of credit (the transactional account-keeping Customer) delivers the documents constituting the basis for using a letter of credit to the payment service provider keeping his payment account (the presenting bank) so that the presenting bank forward the same to the bank opening the letter of credit with the instruction that such documents are to be surrendered to the payer only if the terms of the letter of credit are satisfied.

## **5.1.5 Cash Deposit to Payment Account**

Cash deposits to a payment account kept at the Bank may be accepted by the Bank at the cash desks of branches indicated in the website as branches offering cash deposit service at cash desk, or with bank cards through ATMs, as well as by other payment service providers outside of the Bank under an agreement between the Bank and such other payment service providers.

The Customer may deposit cash to the payment account at the Bank's cash desks by signing a cash deposit certificate.

The cash deposit certificate shall include the name and account number of the beneficiary account holder, as well as provide an opportunity to enter some reference or narrative on the basis of which the beneficiary shall be able to identify the payer.

The detailed rules of cash deposits in the Bank's ATMs are included in the chapter "Bank Cards".

## **5.1.6 Cash Withdrawal from Payment Account**

Cash withdrawal from the Customer's payment account with the Bank may be made at the cash desks of branches indicated in the website as branches offering cash withdrawal service at cash desk, or with bank card through ATMs, as well as at other payment service providers contracted with the Bank for this purpose.

Cash withdrawals may be fulfilled with the Customer completing a cash withdrawal certificate, as well as by using money orders under a special agreement between the Customer and the Bank.

## **5.1.7 Issue and Cashing of Cheques**

The Customer may issue cheques if he has concluded a cheque agreement with the Bank.

Unless agreed otherwise, the Bank shall pay (cash) cheques drawn on it up to the available balance of the payment account identified by the account holder (the Customer) in the cheque.

Upon the termination of the Customer's payment account, the Customer shall return to the Bank all unused cheques held by him.

When cashing a cheque, the Bank shall examine the identity of the cheque holder (the beneficiary) as follows:

- a) in the case of a cheque where the beneficiary is identified—unless in the case of a blank endorsement—the Bank shall examine whether the holder of the cheque is identical with the beneficiary identified in the cheque, because the amount of the cheque may only be paid to the person named in the cheque,
- b) in the case of a cheque payable to bearer, the Bank shall pay the amount of the cheque to the person presenting the cheque.

The Bank shall have the back of the cheque signed by the beneficiary named in the cheque, or the cheque holder presenting the cheque, as an acknowledgement of having received the amount.

Under the Customer's order, the Bank shall issue cheques against the Customer's payment account kept at the Bank in the currencies identified in the List of Terms & Conditions from time to time in effect.

The Bank shall accept written cheques—of the types identified in the List of Terms & Conditions from time to time in effect—for collection until the lapse of one year from the date of issue at the latest. Upon the receipt of written cheques which are due for payment later than their date of presentation to the Bank, the Bank shall not start collection until the due date.

The Bank shall take over written cheques with advance payment only and exclusively in its own discretion, under a framework agreement for advance payment with the Customer.

The Bank shall refund cheques issued by the Bank, as well as travellers cheques sold by it, which have been unused by the Customer, if the cheque is returned to the Bank.

The Bank shall accept travellers cheques valid until a specific date until the lapse of one year from the date of issue at the latest, unless the Parties have agreed otherwise in the individual agreement with the Customer.

The modes of payment specified in Sections 5.1.3, 5.1.4 and 5.1.7 may be used only under a special agreement between the Bank and the Customer to this effect.

**5.1.8** The different payment orders may as well be given by means of remote communication, under a special agreement between the Bank and the Customer to this effect. "Remote communication" shall be any method that enables distant parties—with a view for the conclusion of the framework agreement or one-off payment orders—to make contractual statements. The detailed terms & conditions of the use of such channels shall be set out in the relevant agreements.

## **5.2 Receipt of Payment Orders**

**5.2.1** The opening and closing times within a banking day between which the Bank shall receive payment orders or other instructions given by the Customer as well as incoming payment transactions on the relevant day are determined—depending on the type of the method of payment, the channel used by the Customer, and other criteria—in the List of Terms and Conditions from time to time in effect, and occasionally in special Announcements. Within this period, the Bank determines a cut-off time by which orders/instructions should be given or payment transactions received so that the Bank shall fulfil its duties related to the execution of the orders/instructions and payment transactions on the same banking day. Orders/instructions received between the cut-off time and closing time, and those received on non-business days, as well as payment transactions incoming after the cut-off time or on non-business days, shall be regarded as received on the next business day, and the Bank shall fulfil its duties arising from these—unless the Customer assigns a later deadline for order execution, or there is a law that provides otherwise—on the next business day at the latest.

By way of derogation from the aforesaid, the Bank shall keep a business day lasting 0-24 hours on each calendar day to perform the tasks it is responsible for in respect of the execution of in-Bank instant credit transfer orders—unless provided otherwise in these GBC under the authorisation of laws concerning payments—continuously, which means that the closing time of business days shall be 24:00 p.m. on each calendar day.

By way of derogation from the aforesaid, the Bank shall keep a business day lasting 0-24 hours on each calendar day to perform the tasks it is responsible for in respect of the execution of instant credit transfer orders—unless provided otherwise in these GBC under the authorisation of laws concerning payments—continuously, which means that the closing time of business days shall be 24:00 p.m. on each calendar day.



Further, by way of derogation from the aforesaid, the Bank shall keep business days lasting from 00:00 to 24:00 on each calendar day to perform the tasks it is responsible for in respect of cash deposits in ATMs—unless provided otherwise in these GBC—continuously, which means that the closing time of business days shall be 24:00 p.m. on each calendar day.

**5.2.2** The fact of the receipt of any order, notice or other document forwarded to the Bank and the date and time of receipt (by the year, month, day, hours and minutes) shall be certified by the data printed on the document by the Bank's document receiving system. As regards electronically forwarded orders, the date and time of receipt shall be the date and time recorded in the Bank's IT system as the time of receipt of the electronic order perceived by such system. For the sequence among one another of orders received electronically, the sequence within the data file received by the Bank shall be governing.

In the case of orders given via Raiffeisen Direkt, the closing time of the telephone call as recorded by the Bank's IT system should be regarded as the time of receipt. As regards orders forwarded on fax, the date and time included in the Bank's facsimile activity report shall qualify as the date and time of receipt.

### **5.3 Taking Delivery of Payment Orders**

**5.3.1** The date/time of receipt of a payment order submitted directly by the Customer as a payer, or submitted indirectly by or through the beneficiary, shall be the date and time—taking into account the cut-off time referred to in Section 5.2.1 as well—when the payment order is incoming to the Bank as the payment service provider of the payer Customer.

If the Bank and the Customer agree that the Bank shall start the fulfilment of a payment order

- a) on a specific day,
- b) after the lapse of a specific period,
- c) on the day when the Customer as a payer has provided the coverage necessary for order execution, then

the date as per paragraphs a), b) or c) above shall qualify as the date of receipt, and if that day is a non-banking day, the following business day shall be regarded as the date of receipt.

If under a law or an agreement with the Customer the Bank queues a payment order, the date and time of taking delivery of the payment order—taking into account the cut-off time referred to in Section 5.2.1—shall be the day and time when the coverage necessary for performance (or partial performance) is available in the Customer's account.

In the case of a credit transfer based on a payment writ, the date and time of taking delivery of the payment writ shall be (for the purposes of the calculation of performance deadlines)—taking into account the cut-off time referred to in Section 5.2.1—the date and time when the Bank's obligation to execute the credit transfer or payout becomes effective.

The date and time of receipt of a queuing official credit transfer or writ of payment shall be the date and time when the coverage necessary for performance (partial performance) is available in the payer's payment account, and the domestic payment system through which the payer's payment service provider is to perform the official credit transfer or the credit transfer to be made under the writ of payment is in operation.

In the case of payment orders initiated by the Customer as a payer that are to be fulfilled in the scope of intraday settlement as per Section V/5.11.6 of these General Business Conditions, the date and time of taking delivery shall be—taking into account the cut-off time referred to in Section 5.2.1—the date and time when the Bank has received the payment order and the coverage necessary for performance (or partial performance) is available in the Customer's account.



The date and time of receipt of an in-Bank instant credit transfer order initiated by the Customer as a payer shall be the date and time when the in-Bank instant credit transfer order submitted by the Customer as a payer is received by the Bank, and the authentication of the person submitting the order has been completed. Besides the data of the order, the Bank shall also record and store the date and time of receipt of the in-Bank instant credit transfer order (including year, month, day, hour, minutes, seconds and milliseconds).

The date and time of receipt of an instant credit transfer order initiated by the Customer as a payer shall be the date and time when the instant credit transfer order submitted by the Customer as a payer is received by the Bank, and the authentication of the person submitting the order has been completed. Besides the data of the order, the Bank shall also record and store the date and time of receipt of the instant credit transfer order (including year, month, day, hour, minutes, seconds and milliseconds).

**5.3.2** Payment orders shall be taken delivery of in the order of receipt. As regards the order of receipt, the Bank's books shall be governing.

A standing payment order becoming due on the given day shall qualify as an order the Bank has taken delivery of earlier than the payment orders received on the relevant day.

**5.3.3** If the Bank and the Customer agree that the Bank shall start executing the payment order (i) on a specific day, (ii) after the lapse of a certain period, (iii) on the day when the Customer has made the required coverage available to the Bank, then for the calculation of the performance deadline the date so established shall be regarded as the date and time of taking delivery. If the date so established is a non-business day at the Bank, the next business day shall be regarded as the date of taking delivery.

## **5.4 Authorisation of Payment Transactions**

With the exception of official credit transfer orders and payment writs, the Bank shall execute payment orders subject to the Customer's prior approval.

**5.4.1** A payment transaction shall be regarded as approved by the Customer as a payer, depending on the mode of payment, as follows:

- a) In the case of credit transfer orders, the following shall qualify as an approval:
  1. in the case of orders given in-person at a branch of the Bank, signature of the order by the Customer in the way notified to the Bank as per Section IV.4.1.2 and Section IV.4.2.1,
  2. in the case of orders given via the Bank's telebanking customer service (Raiffeisen Direkt) or a telephone contact person, an express verbal order given by the Customer for the execution of the transaction,
  3. In the case of orders submitted via the Bank's Electronic Channel (DirektNet) or other electronic systems (e.g. MultiCash, Raiffeisen Electra), the electronic signature of the order.
- b) In the case of collection orders, the following shall qualify as an approval:
  1. in the case of collection based on letters of authorisation and direct debit orders, signature and submission to the Bank of an appropriately filled letter of authorisation by the Customer; in the case of direct debit orders whose amount is liable to change from time to time (e.g. depending on actual consumption), it shall qualify as an approval if the Customer does not stop the execution of the given collection after receiving notice of the amount of the collection (whether from the Bank or the service provider),
  2. in the case of cheque collection, signature of the original copy of the cheque by the Customer as an issuer,
  3. in the case of the collection of promissory notes, signature of the promissory note as an issuer, or the signature of a bill of exchange as a payee,

4. in the case of documentary collection, the Customer's instruction for the execution of collection approved as per paragraph a) 1 or 3 above.
- c) In the case of payment orders initiated by the payer via the beneficiary (bank card payments), the following shall qualify as an approval:
1. in the case of cash withdrawals from ATM, by means of bank cards, the execution of the relevant series of transactions in the ATM with the entry of the data requested by the ATM and the PIN code,
  2. in the case of the payment of the purchase price of goods or services by means of the bank card, the giving of the permission requested by the POS terminal (whether by PIN code or otherwise), and the signature of the transaction slip (if there is one),
  3. in case of online payment by bank card, entering the card details electronically, pressing the authorise/pay button or any button of similar function and in the case of strong customer authentication, authorising the card payment via the myRaiffeisen Mobile Application (using the Mobile Token available there) or, in the absence of the myRaiffeisen Mobile Application, by entering the one-time code included in the SMS message and the PIN2,
  4. in the case of bank card payments effect on the phone, providing the data of the bank card on the phone.
- d) In the case of letters of credit, the existence of an agreement with the Bank concerning letters of credit and the giving of an order to the Bank for the opening of a letter of credit as per paragraph a) 1 or 3 above shall qualify as an approval.
- e) In the case of the issue and cashing of cheques, the existence of a cheque agreement and the signature of the individual cheques. In the case of the issue of travellers' cheques, signature by the Customer of an order to issue cheques shall qualify as an approval.
- f) In the case of cash deposit and withdrawal orders to/from the customer's payment account, signature of the cash deposit or withdrawal form by the Customer as per Section IV.4.1.2 or Section IV.4.2.1 in the way notified to the Bank shall qualify as an approval.
- g) In the case of a cash deposit to the Customer's payment account made with a card through an automated teller machine, execution of the adequate operations in the ATM, and the entering of the data requested by the ATM and the PIN code.

**5.4.2** In the case of payment transactions whose amount is unknown to the Customer at the time of execution, failure by the Customer to initiate at the Bank the correction of the payment transaction after being notified of the execution of the transaction within the timeframe provided in Section 17.4 shall qualify as the approval by the Customer of the payment transaction.

**5.4.3** As regards the payment transactions executed in the payment account of the Customer as a beneficiary (credits), failure by the Customer to initiate at the Bank the correction of the payment transaction after being notified of the execution of the transaction within the timeframe provided in Section 17.2 shall qualify as the approval by the Customer of the payment transaction. If a credit transfer is incoming in favour of the Customer as a beneficiary in a currency in which the Bank does not keep a payment account for the Customer, then the assignment of a payment account to be credited shall qualify as the approval of the payment transaction by the Customer.

**5.4.4** The Customer has the right to revoke the prior approval of any payment transaction within the timeframe provided in Section 5.7 below.

**5.4.5** The approval concerning the initiation of a payment transaction may also be given through a payment initiation service provider.

## **5.5 Provision of Order Details, Checking and Rejection**

**5.5.1** Each order must include the subject of the transaction unambiguously, as well as any and all other details required by the laws. The full name and number of the Customer's and the counterparty's payment account should be identified in the order (especially in credit transfer and collection orders).

By way of derogation from the paragraph above, an instant credit transfer order may also be submitted so that instead of the name and account number of the beneficiary the order includes the secondary account identifier attached to the beneficiary's payment account.

In the case of a credit transfer order, the Bank shall debit the payer's account and credit the beneficiary's account on the basis of the account number provided in the order, and in the case of an instant credit transfer order including a secondary account identifier, on the basis of the account number linked with the secondary account identifier. The Bank has no obligation to examine the congruency of names and account numbers, subject to those provided below.

The Bank may refuse to fulfil orders and credits or may suspend the performance of an order for the following reasons:

- in order to achieve compliance with the laws (including in particular, but not limited to the Money Laundering Act, and Regulation (EU) 2015/847 on information accompanying transfers of funds, the Act XXXIV of 1991 on Gambling Operations) or financial restrictive measures,
- in line with its business policy applied with a view to the suppression of money laundering and terrorism, subject to the terms set out in the relevant laws,
- pleading data verification as prescribed in Regulation (EU) 2015/847 on information accompanying transfers of funds, or checking whether or not the name and account number of the payee match, or that the order received contains incomplete data (including any incongruity between name and account number).

If the Bank has already started the execution of an order or a credit transaction, but the debiting of the payer's account or the crediting of the payee's account cannot be carried out by virtue of a decision of the authority, the Bank shall be entitled to claim the reimbursement of the costs already incurred from the payer or payee Client after the execution of the order or credit transaction has started.

Upon the suspension of the performance of the order, the Bank may request additional data in connection with the performance from the Customer, or from other financial institutions cooperating in the fulfilment of the order, or from the sending bank.

After the suspension, the Bank may refuse to fulfil the order on account of the reasons specified above, or pleading that the Customer failed to provide data upon the data request. After the suspension the Bank will fulfil the order if the requested data have been received, or the reason for the suspension has ceased.

If crediting has been suspended, the amount shall be credited to the Customer's payment account with the original value date.

If the BIC code is identified erroneously in the order, it shall be disregarded by the Bank, and the order shall be executed based on the account number given, provided that it meets the Hungarian or international (IBAN) bank account format.

The Bank as the payment service provider of the beneficiary shall check whether the beneficiary account holder and the account number match in the case of official credit transfer orders and collection orders, as well as check the registered signature of authorised signatories, and in the case of collection, if a document is to be attached to the order, whether the beneficiary named in the document, the beneficiary account holder identified in the collection order and the account number match, as well as check the registered signature of authorised signatories. In the case of credit transfers to and collection orders initiated by authorities, the Bank as the payment service provider of the payer shall before debiting the account of the payer check whether the name and account number of the payer match, and if a document is also attached to the order, whether the obligor identified in the attached document matches with the payer.

If any discrepancy is discovered in the course of the checks described above, or if an order of any type fails to meet any criteria set out in the relevant laws, these General Business Conditions or in the special agreement between the Bank and the Customer, or, if the execution of the order is excluded by a decision of a public authority, the Bank shall reject the execution of the order. The Bank shall also reject orders completed illegibly, or in any other way which makes the order unrecognisable. A rejected payment order shall qualify as one unreceived for execution.

**5.5.2** Unless the law or these General Business Conditions provide otherwise, or if there is contrary agreement with the Customer, the Bank shall reject payment orders which cannot be executed in the absence of sufficient coverage in the payment account of the Customer, also taking into account Section VIII.8.2.

**5.5.3** Payment orders queued under the law or under an agreement with the Customer shall be rejected after the lapse of the queuing period without any result.

**5.5.4** Unless the law provides otherwise, the Bank shall notify the Customer on the non-execution of payment orders, and if possible—unless the law forbids—inform the Customer on the reasons for the rejection and the procedure necessary to correct the factual errors providing the reason for the rejection. Unless the law provides otherwise, the Bank shall send or make such notice available to the Customer as a payer immediately, but not later than (i) on the business day following the receipt as per Section 5.2.1 of the payment order or the incoming payment transaction, (ii) if a debit date is identified, on the business day following the debit date, (iii) upon the expiry of the queuing period, on the business day following the last day of queuing, and (iv) in the case of the rejection of direct debit orders via the subsequent account statement, as follows:

- in the case of an order submitted in writing to the Bank, in writing or through the Bank's Electronic Channel (DirektNet);
- in the case of orders submitted to the Bank via Raiffeisen DirektNet, Raiffeisen Electra or some other electronic system: via the same channels, or by mail; and in the case of orders given via the MultiCash system: on the phone;
- in the case of orders submitted to the Bank via the Bank's telebanking customer service (Raiffeisen Direkt) or via a telephone contact persons: on the phone, via Raiffeisen Direkt, or the relevant contact person.

In the case of the rejection of a collection order, the Bank as the payment service provider of the payer (the Customer) shall fulfil its obligation of notification towards the beneficiary through the payment service provider keeping the payment account of the beneficiary.

Upon the rejection of a regular credit transfer order initiated by the Customer, the Bank shall notify Customers with Raiffeisen DirektNet access by a notice sent via the Raiffeisen DirektNet system, and other Customers in writing.

**5.5.5** The Bank shall not be held liable for any loss that might be stemming from the Customer providing incorrect or incomplete data in the order.

The Bank shall not be held liable for losses that might arise if the Customer fills the different copies of the payment order differently, or the person giving the order has deceived the Bank or the Customer. The Bank shall execute the order on the basis of the copy remaining at the Bank.

The Bank shall not be held liable for losses stemming from the execution of official credit transfer orders and collection orders where the order form has been filled and presented contrary to the laws from time to time in effect, but the payment service provider keeping the accounts of the beneficiary has failed to perform its checking obligations before forwarding the order to the Bank as the obligor's account-keeping credit institution.

Details or instructions shown in the narrative section of payment orders are addressed to the beneficiary of the order. Such details or instructions do not affect the Bank's rights or obligations, and the Bank shall not check their appropriateness.

## **5.5.6 Rejection of Instant Credit Transfer Orders**

The Bank shall immediately reject towards the payer's payment service provider the performance of a payment transaction transmitted to it by another payment service provider—disclosing the reason for the rejection—if according to the data transmitted to the Bank the time that has elapsed since the receipt of the payment order by the payer's payment service provider exceeds 20 seconds.

If the payment transaction between the payer and the beneficiary occurs between payment accounts kept at the Bank, the Bank shall immediately reject the performance of the payment transaction if the time that has elapsed since the receipt of the payment order exceeds 20 seconds.

The Bank as the payment service provider of the payer shall without delay notify the Customer of its refusal to perform the payment transaction as above by means of a message sent on a cash-substitute payment instrument available on a multi-functional device and/or via a message sent through the same electronic channel in which the order has been submitted, disclosing the reason for the rejection. With an express, separate statement regarding the given channel - via Raiffeisen Direkt by phone, as well as electronically via some Electronic channels (where the User Manual allows this) - the Customer may request that the Bank not send him information.

## **5.6 Confirmation of Payment Orders**

**5.6.1** The Bank reserves the right to have payment orders submitted at a branch, given on the phone (via Raiffeisen Direkt) or sent in by fax and reaching or exceeding a certain limit amount confirmed on the phone by the Customer giving the order, even if the order is otherwise filled properly, before fulfilling the order. The Bank shall also have the right to fulfil such orders at its discretion without obtaining the Customer's subsequent confirmation. The Customer may not claim damages from the Bank for the omission of such confirmation.

**5.6.2** The Bank further reserves the right in the case of credit transfer orders given at branches to identify the natural person submitting the order on the basis of a document apt to certify identity, and to capture the name of such person as well as the type and number of his identification document in the Bank's copy of the order. The Customer may not claim damages from the Bank for the omission of such identification.

## **5.7 Withdrawal and Revocation of Payment Orders**

**5.7.1** Orders involving payment or settlement may be revoked or modified until the Bank has started processing the order. All certified costs connected to revocation shall be borne by the Customer. If the Bank has upon the Customer's request issued a certificate on the execution of the order, the Customer may not initiate reversal. In the case of payment orders initiated by the beneficiary, or through the beneficiary, withdrawal of the order shall be subject to

the approval of the beneficiary. Furthermore, any withdrawal of a transaction effected by means of a bank card shall be subject to the approval of the payment service provider of the beneficiary (merchant) as well.

## **5.7.2** The Customer may withdraw a payment order

- a) in-person, in writing, at any branch of the Bank,
- b) via the Bank's telebanking customer service (Raiffeisen Direkt) or through his telephone contact person,
- c) payment orders submitted via the Bank's Electronic Channel (DirektNet) or other electronic systems (e.g. MultiCash, Raiffeisen Electra) may be withdrawn through the same channel, if the electronic system makes this possible.

**5.7.3** In accordance with Section V/5.11.6 of these General Business Conditions, payment orders fulfilled in the scope of intraday settlement may not be cancelled or modified by the Customer after the order has been given. The Customer furthermore may not cancel or modify in-Bank instant credit transfer orders submitted to the Bank either.

The Customer furthermore may not cancel or modify instant credit transfer orders submitted to the Bank either.

If the payment order was initiated by a payment initiation service provider, or was initiated by or through the beneficiary, then after the payment order or the approval of the fulfilment of the payment transaction has been transmitted to the beneficiary, or the same has been approved towards the payment initiation service provider, the payer must not cancel the payment order any longer.

**5.7.4** The Customer as a payer may give the Bank as order in writing or via the Raiffeisen Direkt telebanking channel—after proper identification—for the revocation of an order which has already been executed by the Bank, or which otherwise may not be withdrawn. On the basis of the revocation order, the Bank contacts the payment service provider of the beneficiary in view for the retransfer of the amount of the order to the Customer. The Bank does not guarantee the success of the revocation, considering that the amount credited to the beneficiary's payment account, or otherwise made available to him may be retransferred subject to the consent of the beneficiary only. The Bank furthermore does not guarantee that the amount of the revoked order will be retransferred in its entirety, considering that the payment service provider of the beneficiary may deduct the costs of the retransfer from the revoked amount.

**5.7.5** If the Bank as the payment service provider of a beneficiary Customer receives a revocation order, in view for the retransfer of an amount credited to the Customer's payment account or otherwise made available to the Customer, or the repayment of a Mastercard MoneySend Transaction, the Bank shall call the Customer on the phone, and ask him/her to make a statement in writing or via the Raiffeisen Direkt telebanking channel—after proper identification—regarding whether the retransfer or repayment can be executed or not. Costs of the retransfer will be deducted from the amount to be retransferred; the repayment of a Mastercard MoneySend Transaction shall be free of charge, and the repayment transaction will be marked as the repayment of a MoneySend Transaction. The Customer may give instructions for the fulfilment/rejection of the revocation of a Mastercard MoneySend Transaction within 30 days of the value date of the original transaction.

## **5.8 Authorisations for Collection**

### **5.8.1 Acceptance of Authorisation for Collection**

The Bank reserves the right to refuse accepting authorisations given by the Customer for the benefit of third parties in respect of the presentation of collection orders if the authorisation fails to satisfy the requirements set out in effective regulations concerning payments, including especially if the queuing period as specified in the authorisation exceeds 35 days or has an unspecified length. As regards accepting authorisations that include

queuing, partial performance or the obligation to attach documents, the Bank shall take decision on a case-by-case basis.

## **5.8.2 Changing Authorisations for Letter of Authorisation Based Collection and for Direct Debits**

The Bank shall have the right to unilaterally modify the beneficiary account number identified by the Customer in the authorisation for the presentation of collection orders given for the Bank as a beneficiary if as a result of a change in laws, or an action taken by authorities (including NBH) the account number featuring in the authorisation cannot be used any longer to receive collected amounts. The Bank shall notify the payment service provider keeping his payment account concerned by the authorisation of the change in the account number.

In case the beneficiary of an authorisation for the presentation of prompt collection or direct debit orders given—against the payment account of the Customer kept at the Bank—in favour of another financial institution, administrative authority or other public organisation, utility service provider or telecommunications service provider notifies the Bank to the effect that due to statutory changes or an action by the authorities (including NBH), or legal succession or assignment or the transfer of the agreement in any other manner—of which credible proof is to be given to the Bank—the beneficiary and/or the beneficiary account identified in the authorisation is not entitled any longer to receive collected amounts, then the Bank shall on the basis of the concerned authorisation for collection / direct debit—without asking for a new authorisation for collection orders or direct debits, or any special consent of the Customer—fulfil the collection / direct debit orders presented by the new beneficiary or presented in favour of a new payment account identified by the original beneficiary.

## **5.9 Rejection of Orders Which Are Against the Law**

**5.9.1** The Bank shall refuse to execute orders that are contrary to laws. Orders involving foreign currency or exchange shall only be executed if the prerequisites determined in effective laws are met. The Customer should certify the existence of such prerequisites.

**5.9.2** The Bank continuously monitors the payment transactions in the Customer's payment accounts in order to recognise and prevent unauthorised or fraudulent payment transactions. If in connection with an order received by the Bank any circumstances arise that indicate a criminal offense or other abuses, the Bank shall have the right to reject the order and initiate reconciliation with the Customer in respect of the circumstances of the order. In the case of circumstances indicating a criminal offence or other abuses the Bank shall also have the right in its sole discretion to cancel already executed orders—with simultaneous notice to the Customer concerned—and to place the amount of the order in a suspense account until the circumstance that has given rise to the suspicion of criminal offense or abuse is clarified, or—if an official procedure is started in the case—until such procedure is closed with final effect. In the case of circumstances indicating a criminal offence or other abuses the Bank shall also have the right in its sole discretion to cancel already executed orders—with simultaneous notice to the Customer concerned—and withdraw the amount of the order from the free disposition of the Customer (block it in the bank account or place it in a suspense account owned by the Bank) until the circumstance that has given rise to the suspicion of criminal offense or abuse is clarified, or—if an official procedure is started in the case—until such procedure is closed with final effect or the authorities instruct otherwise.

## **5.10 Strong Customer Authentication**

**5.10.1** The rules of strong customer authentication apply to payment transactions within the European Economic Area (EEA) in the following cases.



**5.10.2** In the case of strong customer authentication, the authentication shall take place using at least two elements belonging to the category of

- a) knowledge, i.e. information known to the customer only,
- a) possession, i.e. things held by the customer only,
- c) biological features, i.e. characteristics of the customer,

which categories are independent of one another in so far as if one of these is broken, it shall not impair the reliability of the others, and the confidentiality of the identification data is ensured through the design of the procedure.

**5.10.3** The Bank shall use strong customer authentication when the payer

- a) accesses his/her payment account online, that is logs in to the electronic channel (which means that it is possible for the Customer to give payment orders in respect of the payment account or to access data or information through the direct connection of IT devices),
- b) initiates an electronic payment transaction,
- c) executes any transaction through a remote channel that might potentially enable frauds and abuses related to the payment.

**5.10.4** Upon the initiation of an electronic remote payment transaction as per Section 5.10.2 b), the Bank shall apply a strong customer authentication method using elements that dynamically connect the transaction with the relevant amount and the beneficiary concerned.

**5.10.5** The Bank applies security measures that are suitable to protect the confidentiality and integrity of the personal authentication data belonging to the customers.

**5.10.6** The provisions of Sections 5.10.3 and 5.10.5 should also be applied in case the payment order is initiated through a payment initiation service provider.

**5.10.7** In case of strong customer authentication for access through an account information service provider

the Bank does not apply Strong Customer Authentication where a payer accesses their payment account online through an account information service provider, provided that the access is limited to one of the following online information and does not involve the disclosure of sensitive payment data:

- (a) the balance of one or more designated payment accounts;
- (b) payment transactions made through one or more designated payment accounts in the last 90 days.

Notwithstanding the above, the Bank shall apply Strong Customer Authentication where the information specified in this sub-section is accessed by the payer for the first time online through an account information service provider; or more than 180 days have elapsed since the payer last accessed the information specified in subparagraph (b) of this sub-section online through an account information service provider and Strong Customer Authentication has been applied.

The Bank may use Strong Customer Authentication if the payer accesses their payment account online through an account information service provider and the payment service provider does so for objectively justifiable and duly documented reasons related to unauthorised or fraudulent access.

**5.10.8** The Bank shall be required to do the identification using two-factor authentication in electronic channels, that is a method of authentication where elements belonging to two different categories as per Section 5.10.2 above are used, by means of the identification tools offered by the given channel.



With the introduction of strong customer authentication, the Bank is required to use—in addition to the authentication components used previously—a second authentication component as well.

The second element of authentication shall be:

- the Mobile Token available on the myRaiffeisen Mobile App, which requires the Customer to enter the Mobile Token PIN chosen by the Customer, or requires biometric identification, fingerprint identification (Touch ID) or facial recognition (Face ID) as possible substitutes for the Mobile Token PIN, provided that biometric identification has been previously enabled and the device is capable of it, or
- the PIN2, or
- the one-time password generated with a hard token device as per Part 2, Chapter XIII of these General Business Conditions that is provided by the Bank to the Customer.

After a maximum of five consecutive unsuccessful authentication attempts within the same day, the operations described in Section 5.10.3 shall be banned temporarily, until the end (24:00) of the given day. In the case of a hard token, the ban will be permanent, and a new hard token has to be requested. In the case of a Mobile Token, the ban will be permanent, and a new Mobile Token (myRaiffeisen Mobile App) has to be activated.

If the Customer does not have the necessary myRaiffeisen Mobile Application, PIN2 or hard token to perform strong customer authentication, and as a result strong customer authentication cannot be carried out, the Customer will not be able to perform the operations listed in Section 5.10.3 until the necessary conditions are met.

Online purchases with bank cards will be executed by the Bank without strong customer authentication

- if the merchant/service provider itself does not use strong customer authentication,
- for purchases initiated by a beneficiary outside the European Economic Area,
- for transactions considered low risk, payments not exceeding the HUF equivalent of EUR 30 or EUR 30 calculated at the Bank's HUF/EUR mean exchange rate for retail customers, provided that no more than 5 such purchases are made in a row.

If the currency of a transaction in this category is other than HUF and EUR, the Bank shall first calculate the amount of the transaction in HUF at the mean rate for retail customers of the currency/ HUF and then shall calculate the amount of the transaction in EUR as set out above.

- in respect of payment transactions assessed as low risk by the Bank,
- in the case of recurring transactions (e.g. subscriptions) strong customer authentication is needed only when the authorisation is given, and it is no longer necessary for subsequent transactions,
- in the case of so-called MO/TO (Mail Order/Telephone Order) purchases, In the case of these transactions the card purchase takes place in the cardholder's absence, on the basis of his/her written or telephone order, and the data provided by the cardholder are recorded manually by the accepting entity.

## **5.11 Performance Deadlines**

### **5.11.1 Date/Time of the Fulfilment of Payment Orders**

Unless statutory provisions or other decrees binding for the Bank or an agreement between the parties provides otherwise, payment orders shall be regarded as performed when the relevant amount is credited to the payment account of the beneficiary. Accordingly, the Customer shall make sure to give payment orders in due course and leave sufficient time for execution until the due date of the payment.

Cash withdrawals and money orders from payment account shall be regarded as fulfilled when the cash is paid to the beneficiary, or when the payment service provider effecting the payment provides an opportunity for the receipt of the amount to be paid.

### **5.11.2 Execution Deadlines for Payment Transactions within the European Economic Area (EEA)**

#### **5.11.2.1** The deadlines set out in this sub-section shall apply to

- a) domestic payment transactions in HUF which do not require conversion between different currencies,
- b) payment transactions within Hungary and between EEA states in EUR which do not require conversion between different currencies,
- c) domestic payment transactions which require one conversion between EUR and HUF,
- d) payment transactions between EEA member states where there is only one conversion between EUR and HUF, effected in Hungary, and performance between the EEA members states takes place in EUR.

The amount of payment orders given by the Customer as a payer—between the opening and closing times specified in Section V/5/2 of these General Business Conditions—as described above shall be credited to the account of the payment service provider of the beneficiary not later than by the end of the business day following the receipt of the payment order, unless the order is executed in the scope of intraday settlement as per Section V/5.11.6 of these General Business Conditions.

In the case of payment transactions to be executed in the currency of an EEA member state other than HUF and EUR, and those requiring conversion between the currencies of EEA member states (other than HUF and EUR), the amount of the payment transaction shall be credited to the account of the payment service provider of the beneficiary not later than by the end of the fourth business day following the receipt of the payment order by the payer's payment service provider, with the proviso that the performance deadline applied by the Bank shall be disclosed in the List of Terms & Conditions. In the case of payment orders given in hard copy, the above performance deadlines shall be prolonged by one business day.

If in the scope of its payment services the Bank receives an amount sent in favour of a beneficiary who has no payment account at the Bank, the Bank shall make the amount of the payment transaction incoming to the Bank—not including money orders and postal payment orders—immediately available to the beneficiary, or provide some other opportunity for the beneficiary to receive the amount. In the case of money orders and postal payment orders, if performance is effected via postal delivery, deadline shall be prolonged by one business day.

At post offices, cash deposits to payment accounts kept at the Bank may be effected by means of money orders. The amount of such money orders paid at post offices shall be forwarded to the Bank by the organisation negotiating postal payments (i.e. the Hungarian Post Corporation) within 2 business days if the amount is paid before the cut-off time specified in the business rules of such organisation, and within 3 business days if the amount is paid after such cut-off time. The Bank shall credit the amounts paid at post offices to the beneficiary's payment account on the day the crediting of the amount to the Bank's own payment account becomes known.

Any amount credited or debited to the Customer's payment account in error due to the fault of the post office shall be subsequently corrected in the payment account—on the basis of a notice given by the Post Corporation—without any special consent by the Customer. The Customer shall be notified of such corrections by means of statements of account.

If an amount deposited with a postal money order cannot be credited to the payment account identified in the order due to the termination of the account, the Bank may retransfer the amount of the deposit to the Post Corporation, after deducting the relevant charges.

**5.11.2.2** The Bank shall forward payment orders initiated by or through the Customer as a beneficiary within the timeframe specified in the List of Terms & Conditions to the payment service provider of the payer. In the case of collection, such timeframe shall be established by the Customer as beneficiary and the Bank so that it shall provide the time necessary for the payment service provider of the payer to debit the payment account of the payer on the due date of payment.

**5.11.2.3** The value date of debiting of a payment order shall be the business day when the Bank debits the payment account of the Customer. The Bank must not use any debit value date earlier than this. This provision shall be governing as applicable in the case of payment orders concerning the currencies of non-EEA member states as well, irrespective of whether the transfer is directed at an EEA state or a non-EEA state.

The value date of crediting of a payment transaction shall be the business day when the amount of the payment transaction is credited to the Bank's own account. The Bank must not apply any value date later than that for the crediting. This provision shall be governing as applicable in the case of payment transactions concerning the currencies of non-EEA member states as well, irrespective of whether the payment transaction comes from an EEA state or a non-EEA state. If in the course of the performance of the payment transaction conversion is to be applied where either currency is the currency of a non-EEA member state, performance deadline shall be extended by two business days.

In accordance with Recommendation No. 10/2020 (VIII.6.) of the National Bank of Hungary (the "Recommendation"), in the case of the crediting of transfers incoming in favour of the Customer as a payee in the currency of an EEA country, which are to be credited in the currency of an EEA country, the Bank shall do the crediting on the basis of the preliminary message sent by the payer's payment service provider and including the data of the credit transfer, provided that the payer's payment service provider is registered in a country qualifying as a low-risk country in the Bank's own risk assessment. The list of such countries is included in Annex No. 6 to these General Business Conditions. (Orders where the payer's payment service provider keeps its nostro account at the Bank constitute an exception; in such case it is a precondition for the crediting that the payer's payment service provider make the coverage of the transaction available to the Bank, and the Bank shall do the immediate crediting in the Customer's payment account counted from the fulfilment of this condition.) In the case of credit transfers involving currency conversion, after receipt of the preliminary message sent by the payer's payment service provider and including the details of the transfer the Bank shall allocate the equivalent of the amount specified in the transfer—calculated at the foreign exchange rate quoted by the Bank and valid for the date of performance to the Customer's payment account (and thereby make it available to the Customer), then shall without delay credit the relevant amount to the Customer's payment account with value on the same day, in accordance with the provisions of the Recommendation. If a later value date has been identified in the credit transfer, the Bank shall carry out the allocation and the crediting as described above on the value date identified in the credit transfer.

Not inclusive of the orders described in the previous paragraph, in the case of credit transfers incoming in favour of the Customer as a payee after the amount of the payment transaction has been credited to the Bank's own account, the Bank shall immediately assign a value date to the payment transaction, and credit it to the payment account of the payee so that the payee shall be able to dispose of the amount immediately. This provision shall be governing as applicable in the case of payment transactions concerning the currencies of non-EEA member states as well, irrespective of whether the payment transaction comes from an EEA state or a non-EEA state; however, if in the course of the performance of the payment transaction a conversion is to be applied, and either currency is the currency of a non-EEA member state, performance deadline might be extended by two business days.

If the amount is credited to the Bank's account on a non-business day, the Bank shall make the amount of the payment transaction available to the beneficiary immediately on the next business day. The provisions set out in this paragraph shall also apply in the case of payment transactions effected in EUR or in the currency of an EEA member state which is outside the euro zone where the payment service provider of the beneficiary/payer provides its payment services outside the territory of the EEA.

The Bank shall immediately, with value on the same day credit any cash amount deposited at the Bank to the payment account of the account holding Customer, providing immediate right of disposal to the Customer, if the cash deposit is made

- a) in HUF, or
- b) to the credit of an account holder qualifying as a consumer or a micro enterprise in the currency of the payment account.

If in the course of the settlement of a cash deposit made at the Bank conversion is to be applied where either currency is the currency of a non-EEA member state, performance deadline might be extended by two business days.

If the account holder is not a consumer or a micro enterprise, and the cash deposit at the Bank takes place in another currency than HUF, which is also identical with the currency of the payment account, the Bank shall credit the amount of the cash deposit as of the business day following the receipt of the cash amount at the latest (value day).

### **5.11.3 Performance Deadlines for Other Payment Orders**

The Bank as the payment service provider of a payer Customer shall perform its duties arising from the performance of a payment order in the currency of an EEA member state directed at a non-EEA member state on the business day following the receipt of the payment order at the latest.

The Bank as the payment service provider of a payer Customer shall perform its duties arising from the performance of a credit transfer order in the currency of a non-EEA member state within Hungary or directed at another EEA member state or a non-EEA member state on the business day following the receipt of the credit transfer order at the latest.

If in the course of the fulfilment of a payment order it becomes necessary to carry out a conversion between different currencies where either of the currencies is the currency of a non-EEA member state, and furthermore if conversion is to be applied in the course of the fulfilment of a payment order in any currency that is directed at a non-EEA member state, performance deadline shall be extended by two business days.

### **5.11.4 Execution Deadlines for Payment Orders within the Bank**

If the payment between the obligor and the beneficiary is effected within the Bank, the Bank shall ensure that the amount of the payment transaction shall be credited to the payment account of the beneficiary within 4 hours of the receipt of the order and the availability of the coverage necessary for performance. If in the course of the fulfilment of a payment order it becomes necessary to carry out a conversion between different currencies where either of the currencies is the currency of a non-EEA member state, performance deadline might be extended by two business days. The rules for the execution deadlines of in-Bank instant credit transfer orders administered within the Bank are included in Section 5.11.7.

The rules for the execution deadlines of instant credit transfer orders administered within the Bank are included in Section 5.11.7.

## 5.11.5 Deadlines for Other Cash Payment Transactions

The account-keeping credit institution should perform its tasks connected to direct cash deposits to payment accounts kept at the credit institution on the same business day when the deposit is effected. The Bank shall display an Announcement in its branches to inform customers of the opening hours of the branch and its cash desks.

If the Announcement does not assign a special closing time to the given cash desk, the opening hours of the cash desk shall be the same as those of the branch. Nevertheless, cash deposits shall be accepted at each of the Bank's cash desks with the account being credited on the same day—irrespective of the opening hours of the cash desk—only and exclusively on business days, up to the cut-off time specified in the List of Terms and Conditions. The cut-off time by which a cash deposit should be made at the Bank's cash desks for the relevant amount to be credited to the Customer's account as of the date of deposition is specified in the List of Terms and Conditions. Processing tasks connected to cash deposits accepted after such cut-off time or on non-business days—especially the crediting and booking of the given transaction—shall be executed on the next banking day.

ATMs accept cash deposits to the payment account on a continuous basis, with immediate crediting.

In the case of the purchase (cashing) or repurchase (redemption) of cheques, the Bank shall pay the equivalent of the cheque to the Customer within the timeframe specified in the List of Terms & Conditions.

## 5.11.6 Intraday Settlement

The Bank shall ensure that the amount of the domestic payment transaction to be executed in HUF is credited to the beneficiary's payment service provider's account no later than four hours after receipt of the payment order – by the specified in the List of Terms and Conditions for intraday settlement - if

- (i) the payment order is for the execution of a credit transfer (not including instant credit transfers, credit transfers by public authorities and credit transfers on the basis of an order to transfer funds), and
- (ii) a payment order is not filed on paper or a standing order submitted on paper is executed recurrently after the first debit day,

A paper-based payment order shall be any order given in writing which has been signed not electronically, including orders given on fax and via email.

Payment orders given not on paper include all orders submitted by the Customer electronically in the scope of electronic or Internet banking services, or given on the phone.

The timeframe applying to the performance of intraday settlement shall start at the date/time when the Bank receives the payment order in accordance with Section V/5.3 of these General Business Conditions, and the coverage necessary for performance is available in the payment account of the payer.

For the purpose of this section, a HUF credit transfer order means a credit transfer order concerning a specific HUF amount and given against the Customer's as the payer's HUF account kept at the Bank in favour of another domestic HUF payment account—which order does not require any conversion between different currencies—not inclusive of official credit transfer orders and credit transfer orders based on payment writs.

Standing HUF payment orders accepted by the Bank before the date of 1 July 2012 shall be executed in the scope of intraday settlement, irrespective of the method and the channel in which the order was given.

## 5.11.7 Deadline for the Execution of Instant Credit Transfer Orders

In the case of an instant credit transfer order, the Bank as the payer's payment service provider shall ensure that the amount of the payment transaction is credited to the account of the beneficiary's payment service provider within 5 seconds from the receipt of the payment order at the latest.

In the case of an instant credit transfer order the Bank as the payment service provider of the beneficiary shall—immediately after the amount of the payment transaction has been credited to its own account—

- a) assign a value date to the amount of the payment transaction,
- b) make the amount of the payment transaction available to the beneficiary, enabling the beneficiary to dispose of the amount immediately and all-inclusively, and
- c) increase the credit balance of the beneficiary irrevocably with the amount of the payment transaction.

If the payment transaction between the payer and the beneficiary occurs between payment accounts kept at the Bank, then in the case of an instant credit transfer—unless the payment transaction involves a conversion where either currency is the currency of a non-EEA state—the Bank shall within 5 seconds from the receipt of the payment order at the latest make the amount of the payment transaction available in the payment account of the beneficiary so that the beneficiary shall be able to immediately dispose of the same.

The Bank shall execute the debiting and crediting with value on the business day on which the debiting of the payer's payment account and the crediting of the beneficiary's payment account actually occurs.

If the payment account of the beneficiary of the instant credit transfer kept at the Bank is a foreign currency account, the amount of the order will be credited by the Bank taking into account the rules concerning currency conversion.

### **5.11.7.1 Deadline for the Execution of In-Bank Instant Credit Transfer Orders**

If the payment transaction between the payer and the beneficiary occurs between payment accounts kept at the Bank, then in the case of an in-Bank instant credit transfer—*unless the payment transaction involves a conversion where either currency is the currency of a non-EEA member state, or where the account of the beneficiary is kept in the currency of an EEA member state, in the case of an order in excess of the amount specified in Part 1 Sub-Section 5.1.1./A*—the Bank shall within 5 seconds from the receipt of the payment order at the latest make the amount of the payment transaction available in the payment account of the beneficiary so that the beneficiary shall be able to immediately dispose of the same.

The Bank shall execute the debiting and crediting with value on the business day on which the debiting of the payer's payment account and the crediting of the beneficiary's payment account actually occurs.

If the payment account of the beneficiary of the instant credit transfer kept at the Bank is a foreign currency account, the amount of the order will be credited by the Bank taking into account the rules concerning currency conversion.

### **5.11.8 Miscellaneous Provisions Concerning Execution Deadlines**

The Bank shall have no liability whatsoever if the credit institution or other organisation participating in the settlement of the payment order initiated by the Customer or the clearing house transacting the national clearing turnover among credit institutions fails to perform its due tasks by the deadlines prescribed in Section 5.11.2 or Section 5.11.6, and as a consequence the execution of the payment order is delayed or the Customer sustains a loss.

Upon the Customer's request, the Bank's staff shall inform the Customer verbally whether another credit institution involved in the execution of a payment order initiated by the Customer is the member of the settlement system transacting the national clearing turnover among banks, or is connected to it indirectly.

## 5.12 Information Provided on Payment Orders Given under the Framework Agreement

Upon the Customer's request, the Bank shall inform the Customer before the Customer makes his legal statement concerning a payment order given under the framework agreement between the Bank and the Customer on services governed by Act LXXXV of 2009 on the Rendering of Payment Services regarding

- a) the time requirement of the execution of the service, and
- b) all fees, charges or financial liabilities due to the Bank,

unless the payment service provider of the beneficiary of the payment order is domiciled in a non-EEA member state, or the payment transaction is performed in the currency of a non-EEA member state, and the data as per paragraphs a) and b) are not available to the Bank.

The Bank shall provide the information as per this section at its branches, during the opening hours of the same, or through its telebanking customer service.

The Bank, as the payment service provider of the paying party, immediately notifies the Customer of the completion of a payment transaction that is considered an instant transfer or an instant transfer within the Bank by means of a message sent on a cash-substitute payment instrument available on a multi-functional device and/or via the electronic channel on which the order was submitted. With an express, separate statement regarding the given channel - via Raiffeisen Direkt by phone, as well as electronically via some Electronic channels (where the User Manual allows this) - the Customer may request that the Bank not send him information.

## 5.13 SEPA Credit Transfer and Direct Debits Orders

### 5.13.1 Terms & Definitions

**"IBAN"** (International Bank Account Number) means the international identification number of the payment account.

**"batch submission"** means the initiation of one-off credit transfers or direct debits where the initiator submits the orders to its payment service provider not one by one, but simultaneously, arranged in groups according to some criteria, i.e. in batches. It is an additional feature of batch orders that the batch is signed only once before it is sent to the payment service provider, with accompanying data generated from the orders constituting the batch. The data accompanying the batch are typically: the number and total value of the items included in the batch.

**"micro enterprise"** means an enterprise (also including sole proprietors and small-scale agricultural producers keeping transactional accounts at the Bank) which employs fewer than 10 persons and whose annual revenue and/or balance sheet total does not exceed EUR 2 million or its HUF equivalent calculated at the foreign exchange rate disclosed by the MNB.

**"SEPA"** means the Single Euro Payments Area, which includes all member states of the European Union, as well as Switzerland, Norway, Lichtenstein, Monaco, and other countries that have joined the SEPA project.

**"SEPA member states"** mean all states belonging to the SEPA area, whose updated list is available in the website of the Hungarian SEPA Association ([www.sepahungary.hu](http://www.sepahungary.hu)).

**"SEPA Regulation"** means Regulation (EU) No 260/2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009 and all related SEPA rules (Rulebook) and standards jointly.



**"SEPA SCT"** (SEPA Credit Transfer) means credit transfers in euro within the Single Euro Payments Area, including credit transfers in euro between different Customers who hold payment accounts at the Bank, as well as between the different payment accounts of the same Customer held at the Bank.

**"SEPA SDD"** (SEPA Direct Debit) means direct debits in euro within the Single Euro Payments Area, including direct debits between different Customers who hold payment accounts at the Bank, which may be either SDD Core or SDD B2B orders as regards their type.

**"SDD Core"** means a direct debit scheme which enables the payee to collect the given euro amount from the payer's payment account, provided the payer has authorised the payee in advance and in writing to do so.

**"SDD B2B"** means a direct debit scheme—applicable only and exclusively between enterprises and entities not qualifying as consumers—which enables the payee to collect the given euro amount from the payer's payment account, provided the payer has authorised the payee in advance and in writing to do so, and provided that the payer's bank has admitted the mandate and the collection order has been submitted in accordance with the mandate; in accordance with Hungarian laws on payments, a customer qualifying as a microenterprise may not give a mandate for an SDD B2B scheme as a payer.

**"SHA"** (Shared) means an arrangement where transaction costs are shared between the payer (fees charged by the payer's bank) and the payee (all other banking costs: fees charged by any intermediary bank and the payee's own bank).

**5.13.2** In accordance with the SEPA Regulation, starting from the date of 1 November 2016 the credit institutions and payment service providers operating in SEPA member states and their customers must carry out their national and cross-border credit transfers and direct debits in euro within the SEPA area subject to the rules of the payment methods (SEPA SCT, SDD Core and SD B2B) regulated in the SEPA Regulation. In accordance with the mandatory requirements of the SEPA Regulation, starting from 1 November 2016 the Bank must enable its customers to initiate and receive SEPA credit transfers (SCT), and as regards direct debits the Bank shall ensure the receipt and execution of SDD Core or SDD B2B orders in the payment accounts of its customers starting from the above deadline.

In consideration for the legal requirements set out in the above paragraph, starting from the date of 1 November 2016 the Bank shall

- (i) receive and execute national credit transfers in euro and credit transfers in euro to or from SEPA member states to the debit or to the credit of the Customers' payment accounts—irrespective of the currency of the payment account to be debited or credited—with the exception of the case set out in Section 5.13.3.4 below, only and exclusively in the form of SEPA SCT orders, and
- (ii) receive and execute direct debits in euro to the debit of the payment accounts of consumer and microenterprise Customers only and exclusively in the form of SDD Core, and to the debit of the payment accounts of Customers not qualifying as consumers or microenterprises in the form of either SDD Core or SDD B2B orders;
- (iii) not provide services for the initiation of SDD Core or SDD B2B direct debits, therefore after the date of 31 October 2016 the Customer may not initiate direct debits in euro to the credit of its payment account kept at the Bank either via SEPA SDD or in any other way.

For the execution of SEPA SCT and SEPA SDD orders, the following chapters of the GBC: "*V. Orders*", "*VIII. Rules of Performance*", "*XIII. Coverage*", "*XIV. Responsibility*", "*XV. Correction*" and "*XVI. Reimbursement*" shall be governing as applicable with the differences set out in this Section 5.13.



## 5.13.3 Special Provisions Concerning SEPA Credit Transfers (SCT)

**5.13.3.1** When initiating a SEPA credit transfer (SCT), the Customer must give the order with a data content meeting SEPA standards, where the payer's and the payee's payment account are identified in each case—whether the credit transfer submitted to the Bank is a national or cross-border order—by the IBAN account number.

**5.13.3.2** When initiating a SEPA credit transfer (SCT), the Customer must choose the SHA type cost bearing. The amount of a SEPA credit transfer (SCT) received to the credit of the Customer's payment account shall be credited to the Customer's payment account without deductions of any kind, in full.

**5.13.3.3** If the Customer is not a consumer or a microenterprise, it must submit SEPA credit transfers (SCT) sent to the Bank as a batch order in a format as per the ISO 20022 XML standard. The Bank shall ensure the conversion of batch orders into the above standard in the electronic channels capable of receiving batch orders.

**5.13.3.4** In the case of a credit transfer in euro that reaches or exceeds the threshold defined in the List of Terms & Conditions and is submitted electronically—only and exclusively in the RAIFFEISEN ELECTRA or MULTICASH system—a non-consumer Customer may initiate the administration and execution of the credit transfer in the large-value payment system. The terms and conditions applying to and the fees charged for credit transfers to be executed in the large-value payment system are set out in the List of Terms & Conditions.

## 5.13.4 SDD Core Direct Debits

**5.13.4.1** The Customer may give a mandate—in a format and with a data content meeting the SEPA Regulation—to any third party payee registered or domiciled in Hungary or in any other SEPA member state for the submission of SDD Core direct debits on an ad hoc or regular basis in respect of any payment account of the Customer kept at the Bank. The Customer must give the mandate directly and only to the payee. The mandate shall cease automatically if the payee fails to initiate any collection based on the mandate for a term of 36 months.

**5.13.4.2** The Customer may with a written statement submitted to the Bank prohibit the execution of SDD Core direct debits with a general effect in respect of all payment accounts of the Customer kept at the Bank, or may set limits for the amount and/or frequency of the SDD Core direct debits that may be submitted against its payment account, and/or may identify one or more specific payees who shall or shall not be permitted to submit SDD Core direct debits.

**5.13.4.3** The payee's bank shall forward the SDD Core direct debit to the Bank without the relevant mandate.

The Bank shall not be under a control obligation or liability of any kind regarding whether the payee has a valid mandate to submit an SDD Core direct debit, or whether the collection meets the mandate given by the Customer to the payee. Prior to the execution of the direct debit, the Bank shall check whether the Customer has given a prohibiting statement of general effect or a limiting statement as per Section 5.13.4.2, and if the Customer has given a limiting statement, the Bank shall also check whether or not the direct debit received is against the limitations set by the Customer.

**5.13.4.4** The party initiating the SDD Core direct debit shall notify the payer of the submission of the direct debit—its amount and debit date—at least 14 days prior to the debit date identified in the direct debit. The Bank shall not notify the Customer of the receipt of a direct debit order. It shall qualify as an approval of the execution of the direct debit if after being notified by the payee of the amount of the direct debit the Customer does not prohibit the execution of the given direct debit at the Bank.

**5.13.4.5** The Customer may prohibit the execution of any SDD Core direct debit prior to its debiting, by the cut-off time disclosed in the List of Terms & Conditions, at any branch of the Bank, in writing or via telephone as described in the List of Terms & Conditions. The Bank will not accept prohibitions via any other notification channel.

**5.13.4.6** The Bank shall execute the SDD Core direct debit only if on the debit date identified in the order the full amount necessary for the execution of the direct debit is available in the Customer's payment account. If the currency of the payment account to be debited is not euro, the Bank shall convert the amount to be debited to the payment account in the currency of the given account into euro on the debit date as described in the List of Terms & Conditions. The Bank shall not execute the direct debit order in part, and in the case of an insufficient balance the direct debit shall not be queued, but shall be rejected by the Bank, who shall notify the Customer to this effect.

**5.13.4.7** On the basis of an SDD Core direct debit properly executed by the Bank, the Customer may within 8 weeks of the debiting—with a written request filed at any branch—ask the amount debited to its payment account to be refunded. In the case of a refund initiated within the above timeframe the Bank shall without delay credit the amount identified in the request to the Customer's payment account without examining the legitimacy of the refund claim or any other circumstance. The payee's bank shall reimburse the Bank for the amount refunded to the Customer, then settle accounts with the payee. Any further claims or legal disputes connected to the receivables constituting the subject-matter of the direct debit shall be settled by the payee and the Customer directly between themselves, without the involvement of the Bank or the payee's bank. The provisions set out in Part One, Chapter XVI "Reimbursement" of the GBC are not applicable in respect of SDD Core direct debits.

In the case of an SDD Core direct debit that has not been approved by the Customer—executed despite a prohibiting statement of general effect as per Section 5.13.4.2, or against a limit set out in a limiting statement, or despite the Customer's prohibition as per Section 5.13.4.5—or executed otherwise by the Bank erroneously, the Customer shall have the right to initiate refund or correction within 13 months of the debiting via a written request provided with rationale and filed at any branch of the Bank. The request shall be adjudicated in accordance with the provisions of Chapter XV "Correction" of the GBC.

### **5.13.5 SDD B2B Direct Debits**

**5.13.5.1** A Customer not qualifying as a consumer or microenterprise may give a mandate—in the standard form established by the Bank for this purpose, with a data content meeting the SEPA Regulation—to any non-consumer third party payee registered or domiciled in Hungary or in any other SEPA member state for the submission of SDD B2B direct debits on an ad hoc or regular basis in respect of any transactional account of the Customer kept at the Bank. The Customer must give such mandate with the data content meeting the SEPA standard and must notify the Bank of the mandate given by presenting a copy of the same to the Bank. The mandate as well as the direct debit order should include the IBAN account number of the payee and the payer, irrespective of whether the mandate concerns national or cross-border collection. In the mandate, the Customer may set limits for the amount and/or frequency of the SDD B2B direct debits that may be submitted against its payment account. Signature by the Customer and submission to the Bank of a properly completed letter of authorisation shall qualify as an approval of the execution of the SDD B2B direct debits initiated under the mandate—and meeting the mandate in every respect—provided that after being notified by the payee of the submission of the direct debit the Customer does not prohibit the execution of the given direct debit at the Bank in accordance with the provisions of Section 5.13.5.5 hereof.

The mandate shall cease automatically if the payee fails to initiate any collection based on the mandate for a term of 36 months.

**5.13.5.3** After admission of a mandate properly issued by the Customer, the Bank shall execute the SDD B2B direct debits submitted by the payee identified in the mandate against the Customer's payment account.

Prior to the execution of a direct debit, the Bank will check the validity of the letter of authorisation and whether or not the data included in the received SDD B2B direct debit match those included in the authorisation. In the case of an SDD B2B direct debit that has been submitted under an invalid mandate, or with data deviating from those included in the mandate, or against the limitations included in the mandate, the Bank shall reconcile with the Customer and shall execute or reject the direct debit acting in accordance with the Customer's instructions. The Customer shall immediately report to the Bank in writing any change in the mandate, or its cancellation; in the case of change, the modified mandate should also be filed with the Bank.

**5.13.5.4** The party initiating the SDD B2B direct debit shall notify the payer of the submission of the direct debit—its amount and debit date—at least 14 days prior to the debit date identified in the direct debit. The Bank shall not notify the Customer of the receipt of a direct debit order.

**5.13.5.5** The Customer may prohibit the execution of any SDD B2B direct debit prior to its debiting, by the cut-off time disclosed in the List of Terms & Conditions, at any branch of the Bank, in writing or via telephone as described in the List of Terms & Conditions.

**5.13.5.6** The Bank shall execute the SDD B2B direct debit only if on the debit date identified in the order the full amount necessary for the execution of the direct debit is available in the Customer's payment account. If the currency of the payment account to be debited is not euro, the Bank shall convert the amount to be debited to the payment account in the currency of the given account into euro on the debit date as described in the List of Terms & Conditions. The Bank shall not execute the direct debit order in part, and in the case of an insufficient balance the direct debit shall not be queued, but shall be rejected by the Bank, who shall notify the Customer to this effect.

**5.13.5.7** The Customer as a payer may not initiate refund against the Bank due to an SDD B2B direct debit executed properly by the Bank from the Customer's payment account. The provisions set out in Part One, Chapter XVI "Reimbursement" of the GBC are not applicable for SDD B2B direct debits.

In the case of an SDD B2B direct debit that has not been approved by the Customer or has been executed otherwise by the Bank erroneously, the Customer may enforce its claim for correction in accordance with the provisions of Chapter XV "Correction" of the GBC.

**5.13.5.8** A consumer or microenterprise Customer may not give a mandate to third parties for SDD B2B direct debits, and any SDD B2B direct debit received against a consumer or microenterprise Customer's payment account shall be rejected by the Bank without reconciliation with the Customer.

### **5.13.6 Renewal of Mandates**

In consideration for the mandatory requirements of the SEPA Regulation, starting from 1 November 2016 the Bank shall not execute collections in euro on the basis of authorisations that do not meet SEPA standards. If in respect of the Customer's payment account kept at the Bank the customer has given a mandate to a third party for direct debit, and after the date of 31 October 2016 the payee wishes to initiate a direct debit in euro against the Customer's payment account, then the Customer shall make sure that

(i) in the case of a consumer or microenterprise Customer a new mandate that meets the SEPA standard for the submission of SDD Core direct debits is available to the payee, or

(ii) in the case of a Customer not qualifying as a consumer or microenterprise, a new mandate that meets the SEPA standard for the submission of SDD Core direct debits is available to the payee, or a new mandate that meets the SEPA standard for the submission of SDD B2B direct debits is available to the Bank.

## 5.14 Payment of Agents' Costs

All kinds of fees and commissions charged and costs incurred by the Bank and its contributors in the course of the execution of an order (including bill and cheque protesting costs, telegram, telex, telephone and other costs, foreign fees and charges connected to letters of credit) shall be borne by the Customer.

## 5.15. Requests for Payment

**5.15.1** The Bank provides the request for payment service through certain electronic channels (in certain electronic systems) to all its Customers using such electronic channel. The Bank shall provide and operate the service starting from the date and subject to the terms specified in the manual concerning the given electronic channel. The Customer shall have the right to submit and receive requests for payment through the given electronic channel with a view to the initiation or performance of instant credit transfers.

A request for payment is

- a) a *standardised message*
- b) addressed to the payer and
- c) concerning the initiation of payment
- d) that is registered in the Bank's electronic system in a special way and submitted to the Bank in the electronic system,
- e) which at least includes all data necessary for giving the instant credit transfer order.

If several requests for payment are received simultaneously by the Bank from the Customer as a payee, or are submitted by the Customer as a payee, such requests for payment shall be regarded as a batch order.

A request for payment may be submitted to the Bank in the following ways:

- i. by the account holder (Customer) in the way registered in the signature card;
- ii. by an authorised representative registered by the Customer in the given electronic channels;
- iii. if the Customer is a legal person, as per the individual agreement concluded with the Bank.

**5.15.2** In the case of a request for payment, the Customer—in accordance with the manual concerning the given electronic channel—

- a) shall determine the period of validity of the payment request (which may not be longer than 2 months from the date of submission of the request)<sup>1</sup>;
- b) shall provide all data necessary for giving the instant credit transfer order;
- c) shall have the right to provide instead of the payer's name and bank account number a secondary account identifier attached to the payer's payment account;
- d) the Customer as a payee may not provide instead of his/her name and bank account number a secondary account identifier attached to his/her payment account;
- e) in specific electronic channels the Bank makes it possible for the Customer to provide a payment deadline as well for the payment request launched by the Customer (as a performance deadline that the payer is expected to meet) in accordance with the manual concerning the given electronic channel.

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<sup>1</sup> The period of validity of a request for payment started by the Customer in the myRaiffeisen mobile app is 2 months in each case.

The Bank shall immediately refuse to admit and forward inadequate requests for payment—identifying the reason for the rejection—notifying the Customer simultaneously in a text message sent via the same electronic channel.

Requests for payment submitted properly by the Customer shall be forwarded by the Bank within 5 (five) seconds of their receipt to the payment service provider keeping the payer's payment account (*in case such service provider also provides request for payment services*).

Requests for payment received by the Bank and addressed to the Customer shall be forwarded without delay to the Customer as a payer via the electronic channel used by the Customer through which the Bank provides the request for payment service.

Of the forwarding of a request for payment to the Customer as a payer (or the incidental rejection of the same) the Bank shall within 5 (five) seconds of the receipt of the request notify the payment service provider keeping the payee's payment account, who shall without delay notify the payee of the rejection where applicable.

The Customer as a payer shall have the right to ban—via Raiffeisen Direkt (on the phone), as well as electronically in certain electronic systems of the Bank (only where possible according to the manual concerning the given system)—the receipt of requests for payment sent for him/her.

In the absence of any specific provisions in the manual concerning the given electronic channel, a request for payment—*whether launched by the Customer as a payee, or received by the Customer as a payer*—may not be amended or cancelled, and in the case of a request for payment no partial performance is possible.

### **5.15.3 Fees and Charges of Requests for Payment**

The fees and charges concerning the request for payment service and payable by the Customer are included in the List of Terms & Conditions relevant for the Customer that is from time to time in effect, or in the case of a special agreement in the individual Fee Schedule concluded with the Customer.

### **5.16 Qvik Payment Solutions**

Qvik Payment Solutions is a generic term for the services provided by the Bank in connection with payment request and instant transfer order submitted via a unified data entry solution under the payment legislation. Qvik Payment Solutions is a set of payment solutions that allow instant payments between domestic accounts and their immediate confirmation, which enable our beneficiary Customers to receive payments online and optionally at a POS terminal without the use of a card and a POS terminal.

Among the Bank's Qvik Payment Solutions, the detailed rules for payment solutions based on the unified data entry solution are set out in these GBC, the Business Conditions for Merchants and List of Terms and Conditions for Merchants, the List of Terms and Conditions for Corporate Clients, the Card Acceptance Manual and the individual contractual provisions, depending on the type of service, while the detailed rules for payment requests are set out in these GBC, the List of Terms and Conditions for Corporate Clients, the relevant User Manual and the individual contractual provisions, depending on the type of service.

## **VI. Document Forwarding**

**6.1** If there is no express requirement set out in the Customer's order, in the laws, or in other decrees binding for the Bank, it is up to the Bank to decide which method of document forwarding (fax, telephone, airmail, etc.) to choose.

**6.2** All documents, bills, cheques, other securities, banknotes and other valuables shall be forwarded with due care and—unless the Customer has given specific instructions—in the way chosen by the Bank. Forwarding shall be done at the Customer's costs and risk.

## VII. Transactions in Foreign Currency and Exchange

**7.1** In view for the security of banking business, the Bank reserves the right to transact foreign currency exchange deals—unless there is an agreement otherwise—only with Customers who hold payment accounts at the Bank.

**7.2** The Bank buys and sells foreign currency and exchange at the rate established and published by the Bank in accordance with Section 7.16 below, against the payment by the Customer of a commission set forth in the List of Terms and Conditions or in a special agreement, within the framework of foreign exchange laws from time to time in force; however, the Bank shall sell foreign currency only to customers who hold payment accounts at the Bank.

**7.3** Any loss or gain arising from changes in exchange rates occurring over the period between the giving and the execution of an order shall be respectively borne by or due to the Customer, not inclusive of any loss arising from exchange rate changes in the event of late performance over the period of the delay. Payment transactions shall be effected upon the Customer's order only in the currencies in which the Bank opens and keeps payment accounts for its Customers.

**7.4** Counterfeit suspect foreign currency banknotes and cheques shall be withdrawn without any consideration paid to the Customer, with a protocol taken simultaneously. Such notes and cheques shall be treated as safe deposit, and the Bank shall initiate their investigation by the authorities (the foreign currency experts of the National Bank of Hungary), giving notice to the Customer about the findings of the investigation.

**7.5** When performing the Customer's foreign currency payments, the Bank shall make the financial coverage of the transaction available to the beneficiary's bank; however, the amount may be actually credited to the payment account of the beneficiary on a different day, depending on the order of processing of the beneficiary bank.

**7.6** In addition to the instances of mandatory data verification prescribed in the Regulation referred to in Section V/5.1 of these General Business Conditions, the Bank as the payment service provider of the beneficiary may also in the case of a foreign currency transfer order incoming to the payment account of the Customer that is not booked automatically for any reason check whether the name and account number of the beneficiary as included in the order match or not, and in the case of any discrepancy showing between such data the Bank shall have the right to call the sending bank in view for clarifying the case and to suspend the crediting of the amount. When the Bank receives the corrected data of the beneficiary, the amount shall be credited to the payment account of the Customer as of the original value date.

**7.7** No cross-rates shall be determined or applied for the execution of foreign currency payments involving conversion. Orders involving conversion shall be executed via Hungarian forint, where the foreign exchange buying or selling rate from time to time quoted by the Bank against HUF—or the exchange rate individually offered by the Bank prior to the order and accepted by the Customer—shall be used.

**7.8** If a foreign currency payment order may be executed via several different routes, it is not guaranteed that orders towards the same beneficiary shall always be executed via the same route. The Bank does not keep record of the commissions and other terms applied by banks involved in the performance of the order, and will not examine and will not take into account such commissions and terms when determining a payment route in the course of the performance of the foreign currency order.

**7.9** The Bank will be able to execute a foreign currency credit transfer order in the currency determined by the Customer only if the Bank quotes the relevant currency, and has an account relationship with the bank of the beneficiary.

**7.10** Blockage of the coverage prior to the execution of a foreign currency credit transfer order given by the Customer is no guarantee for the completion of the order. Actual availability of the required financial coverage in the Customer's payment account upon the processing of the transaction is a precondition for the fulfilment of the order.

**7.11** In respect of foreign currency payment orders not meeting EU standards, or involving non-EU currencies, the banks cooperating in fulfilment may charge additional costs, which shall be borne by the originator in each case.

**7.12** The fees/commissions payable on foreign currency payment orders are in each case determined in the currency or currencies specified in the Bank's List of Terms & Conditions from time to time in effect, unless the individual agreement concluded with the Customer provides otherwise. The different portions of a fee/commission may be denominated in different currencies. In the case of a payment order to be executed in a currency different from the currency of fee/commission payment as specified in the List of Terms & Conditions or in the individual agreement, the amount of the fee/commission shall be calculated on the basis of the equivalent of the amount of the order calculated at the exchange rate specified below, and then the amount of the fee/commission shall be converted—at the exchange rate specified below—into the currency of the payment account to which the order is to be debited:

- (i) in the case of orders involving conversion, at the foreign exchange buying/selling rate (depending on the direction of the conversion) quoted by Raiffeisen Bank on the date of execution;
- (ii) in the case of orders to be executed in the currency of the payment account, before exchange rate quotation at the foreign exchange buying/selling rate (depending on the direction of the conversion) quoted by Raiffeisen Bank on the preceding banking day, and after quotation at the foreign exchange buying/selling rate (depending on the direction of the conversion) quoted by Raiffeisen Bank on the date of execution.

Upon any discrepancy between the currency of a foreign exchange payment order, the currency of the fee/commission specified in the List of Terms & Conditions, the limit applied for the purposes of calculating the fee, and the currency of the payment account to be debited, for the conversion(s) necessary to determine the amount of the fee/commission, in the case of conversion from a foreign currency into Hungarian forints the foreign exchange selling rate, and in the case of conversion from Hungarian forints into a foreign currency the foreign exchange buying rate shall be used, taking into account Part 1, Chapter VII Section 7.7 of these General Business Conditions as well.

In the case of an order where no conversion is needed, and the order is to be executed against a payment account kept in a foreign currency, in the currency of the account, the amount of any part of the relevant fee determined in Hungarian forints shall be calculated so that – first - the Bank establishes the HUF equivalent of the order—at the foreign exchange selling rate quoted by the Bank and valid on the date of starting the performance of the order—then calculates the amount of the part of the fee in Hungarian forints and converts this part of the fee (in Hungarian forints) to the currency of performance at the foreign exchange buying rate valid on the same day.

**7.13** In case the Customer launches a foreign currency credit transfer order to a payment account kept at another bank, then the paying Customer shall simultaneously with the execution of the order reimburse the Bank for all fees and costs the Bank has incurred in connection with this, and the Bank shall transfer the full amount of the payment order to the payment service provider of the beneficiary. If the Customer fails to provide for the fees and costs of the order in his payment account, the Bank shall have the right to refuse executing the payment order.



**7.14** In case the Customer launches a foreign currency credit transfer order

- a) to a payment account kept at another bank for a beneficiary whose payment service provider is domiciled in a non-EEA member state, or
- b) the payment transaction is executed in the currency of a non-EEA member state,

and the Customer does not assume transaction charges, then the Bank will deduct the commission established on the basis of the terms & conditions determined for partner banks from the amount of the order before transferring it to the beneficiary.

If the Customer assumes the costs of the partner bank cooperating in the implementation of the transaction, such costs are to be settled—without any deadline being set for such settlement—when the partner bank requests its commission from the Bank.

In the case of a payment transaction within an EEA member state, where the payment service providers of both the payer and the payee are located in the territory of an EEA state—including the case where the payment accounts of both the payer and the payee are kept by the Bank—both the payer and the payee shall only and exclusively bear the fees and costs and other payment obligations charged by their respective payment service providers. If in the payment order the Customer specifies any other method of cost sharing different from this, the Bank shall reject the order.

In case a beneficiary Customer receives a credit transfer, the Customer takes note that the Bank shall have the right to charge a commission, and debit the same to the account of the beneficiary Customer, or to deduct the Bank's commission from the incoming amount.

**7.15** If in the case of foreign currency credit transfer orders incoming from another bank to a payment account kept at the Bank the originator assumes transaction costs, then the amount of the commission shall be established on the basis of the terms & conditions determined for partner banks.

**7.16** When fulfilling payment transactions requiring conversion between different currencies, the Bank shall use an exchange rate determined as follows when carrying out the conversion.

**7.16.1** The Bank quotes exchange rates on each banking day in the currencies specified in the Lists of Terms & Conditions.

**Establishment and publication of the exchange rate by the Bank:**

a) the exchange rate used for the fulfilment of credits and payment transactions (including both credits and debits) between payment accounts within the Bank:

- the Bank shall establish and publish the first exchange rate of the day by **8:30 a.m.** on each Banking Business Day, after which the Bank shall determine and publish new exchange rate(s) at its discretion for the remainder of the Business Day;

b) the exchange rate for the fulfilment of payment transactions to payment accounts outside the Bank:

- the Bank shall determine and publish the exchange rate at **2:30 p.m.** on each banking business day.

The Bank shall publish the exchange rates on the Bank's website ([www.raiffeisen.hu](http://www.raiffeisen.hu)) and when publishing the exchange rates as referred to above, shall indicate in each case the exact date from which the Bank will apply the exchange rate.

**7.16.2** The basis for exchange rate quotation is the foreign exchange buy and sell rates quoted among domestic commercial banks for T+2 day (where T day is the date of acceptance of the payment order). It is on the basis of these market quotes that the Bank's own foreign exchange mean rate for T+2 day is determined, from which the Bank shall determine—adjusted with the premium from time to time specified by the Bank for the different customer types—the foreign currency and exchange buying and selling rates which shall be governing for the different customer types (retail, corporate and private customers), as well as cash desk rates. The Bank's T-day and T+1 day rates shall also be established on the basis of the T+2 day rates.

**7.16.3** In the case of fulfilling credits and payment transactions effected between payment accounts (including both credits and debits), conversion shall take place within the given day on the basis of the foreign exchange rates effective at the time of fulfilment at foreign exchange buying or selling rates (depending on the direction of the conversion), which in accordance with the provisions set out in Sub-section **7.16.1 a)** shall be established and disclosed.

In the case of payment transactions to payment accounts outside the Bank, the conversion shall be executed on the basis of the exchange rates in effect on the day of performance, depending on the direction of the conversion, at the buying or selling exchange rate, which shall be established and published at 2.30 p.m. each business day as set out in Sub-Section **17.16.1 b)**.

In the case of payment transactions between payment accounts, any conversion necessary for the performance of payment orders accepted on T day shall be executed by the Bank—unless the Customer orders otherwise—at the exchange rates corresponding to the execution order of the transaction type in question as per the List of Terms and Conditions.

In the case of payment transactions in cash, conversion shall take place on the basis of T-day foreign currency rates from time to time in effect, at foreign currency buying or selling rates (depending on the direction of the conversion). The Bank's latest foreign currency rates are established and disclosed in the Bank's website ([www.raiffeisen.hu](http://www.raiffeisen.hu)) at 08:00 a.m., 10:00 a.m. and 02:30 p.m. on each business day. The conversion shall be carried out at the foreign currency rate in effect at the moment of implementation of the cash transaction. For customers who do not keep payment accounts at the Bank, special foreign currency rates (tourist cash rates) are established; this rate shall be established and updated and published in the Bank's website and in the exchange rate boards located at the cash desks of the branches at the same times as written above. For customers who do not keep payment accounts at the Bank, the Bank shall execute foreign currency buy transactions only (exchange of foreign currencies into Hungarian forints).

In the case of a payment transaction whose amount reaches or exceeds the threshold set out in the List of Terms & Conditions, the Customer may as well ask the Bank to quote and apply an individual exchange rate for the conversion connected to the relevant payment transaction. The Bank shall disclose its offer for the individual rate to the Customer before starting executing the payment transaction.

The individual buying rate to be offered to the individual customers in an electronic channel shall be determined by the Bank from its own foreign exchange mid rate, adjusted with a premium determined on the basis of the domestic foreign exchange demand, market behaviour, and other internal analyses. The customer shall have the time determined in the offer to accept the individual rate. If within this timeframe the Customer accepts the offer, this creates a contract between the Bank and the Customer for the execution of the conversion at the individual exchange rate. If within this timeframe the Customer does not accept the individual exchange rate, the contract is not created between the parties and the Customer will not be able to submit the payment order involving individual conversion to the Bank.

**7.17** If the Customer submits such payment orders—whether for outbound credit transfers or in-house account transfers—against his payment account kept at the Bank where either the currency of the order or the currency of the payment account to be debited (or both) is a currency different from Hungarian forint, including HUF credit transfers from the Customer’s payment account kept in HUF to accounts kept at foreign banks (which orders shall be collectively called the “international credit transfer orders” for the purposes of this section), and in respect of such international credit transfer orders the suspicion of duplicated (or multiple) submission arises, considering that the data of these international credit transfer orders as specified below are identical, then the Bank shall have the right in view for protecting the Customer from loss to fulfil only one of the international credit transfer orders having identical data content, and to suspend the execution of the remaining international credit transfer order(s), in the course of which the Bank shall promptly contact the Customer (by phone/fax/email) in order to clear up the issue of the execution of the suspended item(s).

Data examined by the Bank in the case of duplicated (or multiple) international credit transfer orders are as follows:

- a) account number of the Customer as originator,
- b) account number of the beneficiary,
- c) currency and amount of the credit transfer order,
- d) date of execution as specified by the Customer as originator,
- e) narrative of the credit transfer order.

If the Bank is unable to reach the Customer directly within 3 (three) business days of the receipt of the international credit transfer orders, and during this time the Bank does not receive any information in merit or any straightforward instructions from the Customer for the fulfilment or non-fulfilment of the suspended international credit transfer order(s), the Bank shall delete the suspended international credit transfer order(s) without executing them.

In respect of the aforesaid, in case a collective authority to sign has been stipulated in the signature card for the persons reported by the Customer to the Bank, a declaration by one signatory concerning the above shall be sufficient.

The Bank shall not be liable for acting as described above, or if as a consequence of the Customer being inaccessible at the phone/fax number registered at the Bank or via email international credit transfer order(s) suspended under this section are not fulfilled, or are fulfilled on a later date as compared with the date identified in the relevant order.

### VIII. Rules of Performance

**8.1** Unless the relevant laws or the Customer provides otherwise, payment orders given against the Customer’s payment account shall be executed in the order of receipt. For the order of receipt, the Bank’s books shall be governing. For the purposes of this section, submitting an in-Bank instant credit transfer order shall be regarded as the Customer “ordering otherwise” according to the law. For the purposes of this section, submitting an instant credit transfer order shall be regarded as the Customer “ordering otherwise” according to the law.

Orders submitted in the e-banking system and simultaneously signed (approved) shall be processed by the Bank as individual orders, and fulfilled in the order of recording.

**8.2** If the coverage of a single credit transfer order given by the Customer (not inclusive of instant credit transfer orders) is unavailable—in whole or in part—in the Customer’s payment account, the Bank shall make three more efforts at executing the order, on the next three consecutive banking days, and shall reject the order only after all these efforts remain unsuccessful. In the case of rejection, the Bank shall inform the Customer of the reason for the

rejection, and if the order has been submitted on paper, and furnished with documents or counter-signature, it shall return the order and the documents; in the case of other paper-based or electronically filed orders, a notice shall be sent on the rejection. In-Bank instant credit transfer orders may not be queued. Instant credit transfer orders may not be queued.

**8.3** The different payment accounts of the Customer as a payer kept at the Bank shall qualify as one payment account as far as the performance of official credit transfer orders and credit transfer orders based on payment writs are concerned.

In the course of the performance of official credit transfer orders and credit transfer orders based on payment writs the payment account kept in the currency identical with the currency of the official credit transfer order or the payment writ is to be taken into account, provided the Customer as a payer has a payment account kept in such currency at the Bank. If the Customer as a payer does not have a payment account kept in such currency at the Bank, or if the balance in the Customer's payment account kept in such currency fails to cover the order, then the Customer's payment account kept in HUF, and then the Customer's payment accounts kept in other currencies shall be taken into account. In the case of conversion between currencies, the foreign exchange buying rate quoted by the Bank on the date of debiting of the transactional account shall be applied.

In the event two or more payment accounts of a non-consumer Customer which are denominated in currencies different from the currency of performance are involved in the performance of the official transfer order or remittance summons, the Bank shall convert the amount necessary for performance plus an exchange rate buffer as per the List of Terms & Conditions from time to time in effect to the currency of performance. From the converted amount, any amount that might remain after the performance of the official transfer order or remittance summons—and after the deduction of queuing fee, where applicable, and provided that the remaining amount reaches or exceeds HUF 10,000—shall be reconverted by the Bank at the same exchange rate as was used for the conversion—automatically and free of charge—to the original currency, and credited to the Customer's payment account kept in this currency. Any amount originating from the conversion and remaining after the performance of the official transfer order or remittance summons that is short of HUF 10,000 shall be credited to the Customer's payment account kept in the currency of performance of the official transfer order or remittance summons.

In the case of official credit transfer orders and credit transfer orders based on payment writs which are for currencies unquoted by the Bank, the payment order shall be executed in HUF. Conversion to HUF shall take place at the official foreign exchange rate disclosed by the National Bank of Hungary for the date of debiting.

Official credit transfer orders and credit transfer orders based on payment writs incoming to the Bank may be queued until the date of termination of the framework agreement at the latest, of which the Bank shall inform the authority giving the official credit transfer order or issuing the payment writ immediately after receiving the payment order or writ.

The fulfilment of official credit transfer orders and credit transfer orders based on payment writs—including performance against a credit line attached to the payment account—shall have priority over the fulfilment of other payment transactions.

**8.4** The date of performance of any payment to the Bank's credit shall be the day (i) when the Bank debits the Customer's account with the relevant amount, provided the available balance in the account covers the payment; or (ii) when the amount is deposited at the Bank's cash desk; or (iii) when payback is actually effected in some other way. If payment is effected otherwise than against the account kept at the Bank, the date of performance shall be

the day when the amount is credited to the account named by the Bank and is received with the relevant data attached.

**8.5** If due payment date falls on a weekend or a national or banking holiday, any payment obligation shall become due on the first subsequent banking day. The individual agreement with the Customer, as well as the List of Terms & Conditions which is governing for the transaction may contain different provisions for the due date of payment obligations from the provisions of this section.

**8.6** If the Customer fails to perform any of his maturing contractual obligations embodied in a concrete amount towards the Bank, the Bank shall have the right to enforce its claim against the Customer's payment accounts or other credit balances at the Bank (especially by way of set-off or in other ways) without prior notice to the Customer, and shall be entitled to exercise, in the order in which it sees fit, the securities and/or rights provided for in the contract, to institute legal proceedings or winding-up proceedings, or to choose, at its sole discretion, which of the securities and/or rights provided for it wishes to exercise.

## **8.7 Cash Transactions**

**8.7.1** The Bank shall accept cash deposits and fulfil cash withdrawal orders subject to the terms set out in the List of Terms and Conditions from time to time in effect and in these General Business Conditions.

**8.7.2** In the case of cash withdrawals in HUF or in a foreign currency, if the amount reaches or exceeds the limit specified in the List of Terms & Conditions, the Bank shall be obliged to perform the order only provided the Customer has given prior written notice as specified in the List of Terms & Conditions to the cash desk of the branch where the cash is to be withdrawn, specifying the currency and the exact amount, and provided there is sufficient balance in the Customer's payment account.

The Bank may at its discretion fulfil the order even if the Customer has failed to give prior notice as per this section.

**8.7.3** The companies and other organisations keeping payment accounts at the Bank may as well carry out regular cash deposits and cash withdrawals involving large amounts or large volumes by so-called bag payments, subject to the terms of the special agreement concluded with the Bank in this respect.

**8.7.4** In accordance with the pertinent laws and the requirements of the National Bank of Hungary, the Bank shall replace shredded HUF banknotes or HUF banknotes and coins withdrawn from circulation (but still replaceable) even for customers who do not keep payment accounts at the Bank, in the measure and within the timeframe specified in such laws and requirements.

**8.7.5** The Bank is not obliged to accept banknotes and coins which cannot be identified unambiguously or which are damaged for the performance of payment transactions.

## **IX. Business Days, Bank Holidays, Suspension of Financial Services**

**9.1** For the purposes of the application of the provisions of these General Business Conditions, any day on which the Bank is open for the fulfilment of its financial and auxiliary financial services ~~payment transactions~~ shall qualify as a business day.

Apart from the aforesaid, only and exclusively for the purpose of the performance by the Bank of instant credit transfer orders, calendar days (including in particular weekends and working holidays) shall be regarded as business days.

In the case of conversion, if a day is not a banking day in the country of either of the currencies involved in the conversion (where such currency is legal tender), such day will not qualify as a business day.

## 9.2 Bank Holidays

The Bank may, in accordance with the provisions of the Act on Credit Institutions and Financial Enterprises (the "Banking Act"), hold a bank holiday for a period exceeding four hours on business days for the purpose of the pre-planned maintenance or interruption of its financial or ancillary financial services or any sub-activity falling within the scope of these. The Bank shall announce the fact of the bank holiday and the range of services affected by the bank holiday at least thirty days before the planned bank holiday in its branches and on its website and shall furthermore inform customers directly as well (the provisions on communication and sales channels are set out in Part 1, Chapter XI of the GBC). In addition to the above, the Bank shall also directly inform the National Bank of Hungary, as a Supervisory Authority, of the fact of the bank holiday and the range of services affected by the bank holiday, in accordance with the provisions of the Banking Act.

## 9.3. Suspension of Financial Services

The Bank may, in accordance with the provisions of the Act on Credit Institutions and Financial Undertakings (Hpt.), schedule bank holidays for the pre-arranged suspension of financial services and financial auxiliary services, and any part thereof, on regular working days for a period not exceeding four hours. The Bank shall announce the fact of the suspension of services and the scope of the services affected by the suspension at least 7 days prior to the scheduled date of the suspension in the branches and on its website and shall inform customers directly (the provisions on notification and sales channels are set out in Chapter XI of Part 1 of the General Business Conditions). In addition to the above, the Bank shall also directly inform the Magyar Nemzeti Bank as the Supervisory Authority of the fact of the suspension of services and the scope of the services affected by the suspension prior to the suspension, in line with the provisions of the Hpt.

## **X. Use of Contributors, Agents, Payment Initiation Service Providers, Account Information Service Providers, and Issuers of Card-Based Payment Instruments**

**10.1** The Bank may use third parties as contributors for the execution of orders, if it is deemed necessary in the Bank's best judgement. The Bank shall not be held liable for the activities of a third party appointed in accordance with the instructions of a Customer not qualifying as a consumer.

The Bank shall also have the right to use enterprises and organisations as contributors for the execution of auxiliary activities connected to the Bank's routine operations (outsourcing). For a list of the activities outsourced by the Bank and the enterprises involved in such activities, see Annex No. 2 that constitutes an integral part of these General Business Conditions.

The Bank shall make sure that its contributors and agents observe currently effective data protection rules and statutory requirements concerning bank secrecy when managing any data qualifying as bank secret that they have received from the Bank.

**10.2** The Bank may also contract intermediaries to sell a certain range of financial services. The Bank shall issue letters of commission for such intermediaries, by means of which the intermediary may certify his mandate for the Customer. The letter of commission names the intermediary's authorities. In case the Customer wishes to use the Bank's financial services with the collaboration or interaction of an intermediary, the Customer should check the intermediary's authorities on the basis of the letter of commission. The Bank shall not be held liable for any loss arising from the Customer's failure to do so.

**10.3** To collect or enforce its receivables which have become due from the Customer, the Bank shall have the right to engage a cooperating or intermediary person or organisation.

**10.4** Use of payment initiation service providers, account information service providers, and issuers of card-based payment instruments

**10.4.1** In its sole discretion, the Customer has the right to use in accordance with the laws concerning payments that are from time to time in effect—including in particular Act LXXXV of 2009 on the Pursuit of the Business of Payment Services—the services of payment initiation service providers, account information service providers, or issuers of card-based payment instruments, in case the Customer's payment account kept at the Bank is accessible online and in accordance with the statutory requirements the Customer has consented that the above payment service providers provide for the Customer services concerning his payment account kept at the Bank and in this context, subject to statutory limitations, obtain data and information connected to the Customer's payment account kept at the Bank.

**10.4.2** The Bank shall in accordance with the provisions of the Payment Services Act cooperate with the payment initiation service providers, account information service providers and issuers of card-based payment instruments used by the Customer, and disclose the data and information specified in the law to them.

**10.4.3** In accordance with the Payment Services Act, the Bank shall establish a secure data transfer connection between itself and the payment initiation service providers, account information service providers and issuers of card-based payment instruments. Of the starting date for the use of the secure data transfer connection, the Bank shall inform Customers in an Announcement.

**10.4.4** Based on objectively justifiable and sufficiently evidenced reasons related to unapproved or fraudulent access to the Customer's payment account by the account information service provider or payment initiation service provider—including the initiation of unapproved payment transactions, or the fraudulent initiation of payment transactions—the Bank as a payment service provider keeping the Customer's payment account may refuse for the account information service provider or payment initiation service provider to access the Customer's payment accounts going forward.

In the case specified in the paragraph above, the Bank shall inform the Customer of the refusal of access and its reasons prior to the refusal of access where possible, but not later than immediately afterwards, in an SMS message sent to the phone number provided by the Customer or through an electronic banking channel (Raiffeisen DirektNet, Raiffeisen Electra, MultiCash), or in a message sent to a mobile application.

The Bank shall not bear the above obligation of notification if giving notice is inappropriate for objectively justified security reasons, or if fulfilment of the obligation of notification is prohibited by law.

After the reason for the refusal of access has ceased to exist, the Bank shall again provide access.

In the above case, the Bank shall immediately inform the Supervision of the refusal of access, any relevant details of the case, and the reasons for the refusal. The Supervision shall evaluate the case, and take adequate measures as needed.

## **XI. Communication and Sales Channels**

**11.1** The Customer may dispose of his funds and assets deposited at the Bank, as well as give orders and instructions, through the communication and sales channels operated by the Bank, while the Bank may contact the



Customer through the same channels. Except for branches, each communication and sales channel may only be used on the basis of a special agreement concluded between the Customer and the Bank.

### **Communication and sales channels are the following:**

#### a) Branch, Customer Areas

At branches, the Customer may conclude any kind of agreement and give orders for any kind of banking transaction in the range of the financial services provided by the Bank. Unless the Customer orders otherwise, his domicile branch shall be the branch where the Customer has made his first agreement with the Bank. The Customer may initiate changing his domicile branch with a prior notice to the Bank.

The Bank reserves the right to execute specific services and transactions only and exclusively at the Customer's domicile branch or other branches appointed for this purpose.

The Bank further reserves the right to operate special branches that provide a limited range of services to Customers belonging to a specific customer type.

The Bank reserves the right to determine the scope of the services it provides in its branches at any given time, including that the Bank does not provide certain services in all branches or that the Bank provides certain services only in designated branches. The Bank publishes the essential services provided by its different branches in its website.

Orders involving payment accounts shall be given in writing, by the Customer filling the appropriate form provided by the Bank for this purpose. Orders may be given at the branch in-person, or the order form may as well be dropped in the mailbox installed at the branch, if there is one installed. Dropping an order in the Bank's mailbox does not mean that the order has been received by the Bank. The order shall be regarded as received by the Bank if it has been stamped by the Bank's time-received stamp pursuant to Part 1, Section 5.2 above. The Bank reserves the right to restrict the types of orders which may be entered via mailboxes installed at branches; any such restriction will be disclosed in the List of Terms & Conditions.

The Bank shall publish in its branches its General Business Conditions, business rules, lists of terms and conditions and announcements, which shall mean disclosure in printed form or electronic publication on a customer computer located in the customer area and accessible to anyone. The Bank informs Customers by means of a printed Announcement displayed in its branches of the documents that are disclosed electronically on the customer computer located in the customer area of the branch that is accessible to anyone.

At the Customer's request, the Bank shall make available to the Customer, free of charge, its business rules, lists of terms and conditions and announcements published in the branch either in printed or electronic form.

If the Bank is under an obligation to actually display certain documents, it shall fulfil its obligation to provide information in the same way as it publishes printed documents, in printed form at its branches.

#### b) Fax

The Bank and the Customer may expressly agree that the Bank shall accept and execute—at the Customer's risk—orders and statements forwarded by the Customer as ordinary (untested) facsimile messages as well as agreements signed and confirmed by the Customer on fax.

The Bank may require the Customer—or rather, Customers belonging to certain customer types—to authenticate orders given via fax with electronic signatures, as a precondition for the acceptance of such orders. Electronic

signatures are generated by means of a special device—provided by the Bank against a fee—that serves this purpose.

Contracts and agreements signed and confirmed between the Bank and the Customer on fax shall be regarded as concluded with effect on the date included in such documents. Any contract or agreement signed and confirmed on fax shall be returned by the Customer to the Bank within eight banking days of the exchange of fax messages in the original, otherwise the Bank shall have the right after notice to the Customer to withdraw from the contract or agreement or to terminate the same with immediate effect. The Bank shall regard contracts and agreements signed and confirmed on fax as valid and in force—unless indisputable evidence to the contrary arises—and shall not be held liable for losses stemming from the invalidity of such agreements or for losses originating in instances when due to the failure of fax lines a message is received in error, or defectively, or unintelligibly.

The confirmation of an order, notice or statement—that does not qualify as a bilateral contract or agreement between the Bank and the Customer, or the acceptance thereof—given verbally or on fax shall only be regarded as a supplementary and additional act that shall have no impact on the effect or validity of the order, notice or statement.

The signature verification for any order, contract or other notification or message concerning the relationship between the Customer and the Bank and submitted to the Bank by fax shall be carried out through the Bank's employees who are authorised to verify signatures, and the Bank shall not carry out signature verification by a handwriting expert.

The Customer hereby exempts the Bank from any kind of liability that might arise from the loss, defacement, incompleteness, illegibility, interruption or illegitimacy of any order, statement or contract forwarded as ordinary (untested) facsimile messages.

### c) Telephone

The Bank operates a 24-hour telebanking service called Raiffeisen Direkt, which is accessible any day of the week for the Customer by means of a Direkt ID provided by the Bank and the code chosen by the Customer in the course of the activation of the service ("Direkt PIN"). The range of operations and services that may be transacted and used via Raiffeisen Direkt, as well as the upper limit of orders that may be given this way and other terms and conditions of use are set forth in the agreement concluded between the Bank and the Customer.

The Bank may introduce or use other telephone-based communication and/or sales channels as well.

The use of any telephone-based service may be bound to using a code serving proper customer identification. The Customer should treat his/her identification code as secret, and store it accordingly. Rules of responsibility set out in Section e) of this chapter in respect of electronic and Internet banking services shall be governing as applicable for the use of the Direkt PIN code as well.

### d) Mobile Telecommunication Service

In the scope of the Raiffeisen Mobile Banking service, the Bank sends information concerning the Customer's payment account and/or the transactions made with his bank card—as well as any other type of information currently made available by the Bank through this information channel—in the form of messages forwarded via mobile telecommunication devices, depending on the Customer's request.

In the scope of the Mobile Banking service, the Customer may as well transact other operations\*—whose range and technological means are specified by the Bank from time to time—using mobile telecommunication devices.

(\*At the time of entry in force of these General Business Conditions, only the SMS-based information service is available to Customers. The Bank shall inform its Customers via Announcements if any new service becomes available.)

The Bank may also use the mobile telecommunication channel to forward messages outside the range requested by the Customer, sending banking information and other notices to the point of access (phone number) provided by the Customer.

The detailed terms and conditions of use of the Mobile Banking service are provided in Part 2, Chapter XII of these General Business Conditions, wherein the special provisions concerning this service are set forth.

## e) Electronic and Internet Banking (Electronic Channels)

- (i) Electronic Channels are considered as communication and sales channels between the Bank and the Customer, and accordingly the Bank may send notifications to the Customer through such channel.

The Customer and the Bank may agree to establish direct electronic connection between them, whereby the Bank undertakes to receive and execute the Customer's electronically forwarded orders. The types of electronically forwarded orders and the terms and conditions of the receipt and execution of such orders shall be set out in a special agreement concerning electronic banking. The agreement shall also specify the technical preconditions for the service as well as rules concerning safety and responsibility. Access to the electronic connection established with the Bank shall be developed by the Customer at his own risk, according to his own security standards.

- (ii) In respect for the performance of orders given electronically, the Bank shall have the right to introduce further identifiers and tools—apart from the identifiers (password, code, etc.) specified in the agreement concerning the relevant service and necessary for the use of the service—to enhance the security of the electronic system (e.g. SMS password, token), and to order in its sole discretion certain identifiers (e.g. SMS password) to be used on a mandatory basis.

## f) E-Mail

The Bank also has the right to accept messages and orders forwarded by the Customer via e-mail; the types of such messages and orders and the terms and conditions of acceptance are specified in the relevant agreement(s) made with the Customer. The Bank shall not bear any liability for losses arising when third parties become aware of the content of messages sent by the Bank to the Customer's e-mail address—provided by the Customer to the Bank for communication purposes—by getting access to the Customer's e-mail account or for any other reason that is outside of the Bank's control.

## g) myRaiffeisen Mobile App

For its account holding Customers and their permanent representatives registered with the Bank, the Bank provides an opportunity to use the myRaiffeisen Mobile App. The general terms of contract concerning the myRaiffeisen Mobile App are included in Part 2 "Special Provisions Concerning the Diverse Transactions and Services", Chapter XIII of these General Business Conditions.

**11.2** In the future, it may be possible for the Customer to use further information and sales channels as well, regarding which the Customer may be sent information material and contractual offers.

**11.3** The Bank reserves the right to change (decrease or increase) the time of availability of any communication and sales channel. Customers shall be notified of such change via the relevant communication or sales channel, or by means of Announcements.

## XII. Notices, Contact

**12.1** The Customer shall inform the Bank without delay of any circumstance or fact that has relevance for their business relationship.

**12.2** The Customer shall notify the Bank of any change in the data provided in the scope of the customer due diligence mentioned in Part 1, Section 4.3, or in the identity of the beneficial owner, within five business days of becoming aware of the change.

The Customer is also obliged to notify the Bank of any change in his/her mailing address or any other notification or contact details of his/hers (e.g. telephone number, e-mail address, etc.), informing the Bank of the new data and the date of the change within five working days of the change.

A Customer qualifying as a Business or Organisation shall, in addition to the above, immediately inform the Bank of any change in the identity of the representatives of the business or organisation.

The obligation of notification and reporting set out in this section will also be borne by any third party obligor which gets in touch with the Bank in relation to any financial service. By "third party obligor" any such person is meant which undertakes some kind of obligation in connection with an individual agreement between the Customer and the Bank, including especially joint and several guarantors, pledgors and mortgagors, collateral providers, etc.

In the event that the Customer fails to comply with the notification obligation detailed above, the Bank reserves the right to amend the data on the basis of information from publicly available records (e.g. GRIinfo, Opten, DATAXA, or other publicly available records).

If the Customer submits a new product request to the Bank during the life of the customer relationship, his/her data recorded by the Bank will be updated on the basis of the documents containing personal data that are submitted with the request.

The Customer shall be liable for any damage resulting from the failure to comply with the above obligations, and furthermore the Customer shall reimburse the Bank for the costs incurred in tracing the Customer's data and in sending the Customer multiple letters, and the Bank shall be entitled to debit such costs to the Customer's bank account with the Bank.

The Bank excludes its liability for any potential bank secrecy violations or personal data breaches that arise from instances where the Customer failed to give notice of any change as above in his/her data, and the Bank sent messages or notices containing bank secrets or personal data to the Customer without being aware that it potentially commits a violation of secrecy or that such act results in a personal data breach.

**12.3** The Customer shall cooperate with the Bank with a view to the performance of the agreement, including in particular providing the Bank with all details and information connected to the given transaction whose availability the Bank deems necessary in view for decision making or evaluating the transaction or the Customer. Should the Customer refuse to disclose such information, he/she shall acknowledge and accept that the Bank shall have the right to refuse executing the required service, as well as to refuse establishing business relationship with the Customer or to terminate the same. Any liability of the Bank for potential losses arising from all this shall be excluded.

**12.4** If bankruptcy or liquidation proceedings or a final accounting, debt settlement or execution procedure is started against the Customer, the Customer shall give written notice to the Bank within one banking day after such circumstance becomes known.

**12.5** If a written notice to the Customer is sent by ordinary mail, to the postal address last named by the Customer, the notice shall be regarded as delivered on the fifth calendar day after mailing.

Any notice or other communication sent by the Bank to the aforementioned address of the Customer by registered and/or certified mail shall be regarded as communicated and delivered to the Customer even if the mail was actually undeliverable, or if the addressee has failed to obtain knowledge of it, on the fifth day calculated from the certified posting of such mail. In the case of consumer agreements, the Customer shall have the right to rebut the presumption of service if he/she is able to prove that he/she failed to take delivery of the notice through no fault of his/her own. The Customer may submit a written request to the Bank for the rebuttal of the presumption of service within 15 days of becoming aware of the effectiveness of the presumption of service. No submission of requests shall be entertained after the lapse of 6 months from the effectiveness of the presumption of service. The request should include a description of the facts and circumstances that might serve as probable evidence for the absence of the Customer's own fault. The Bank shall inform the Customer of the evaluation of the request within 15 days of the submission of the request. If the Bank accepts the request, the legal consequences arising from the presumed service shall become void, and delivery should be repeated in the required measure.

Notices retained at the Bank upon the Customer's instructions shall be regarded as delivered on the first day when they are available for the Customer to collect.

Any notice sent by fax will qualify as delivered to the Customer at the date/time shown in the confirmation testifying successful transmission by the Bank to the fax number provided by the Customer.

If there exists an electronic connection between the Customer and the Bank, the Bank shall display notices, information and declarations addressed to the Customer (hereinafter together referred to as "notices") in the Electronic Channel in a pop-up window or as an electronic message, or place these in the Customer's electronic mailbox. Such notices shall be deemed to have been served at the time of such display, making available or accessible, or placement, the date and time of which shall be recorded in the Bank's computer system in each case.

**12.6** It shall also be regarded as a notice effectively given if the Bank or its agent delivers the consignment in-person to the Customer's registered office, premises or residence, and the Customer or any person that may be generally regarded as one authorised to receive consignments takes delivery of it in a certified manner.

**12.7** A Customer who is an enterprise or organisation may authorise one or several persons to receive the payment account statements, certificates of settlement, notices, documents and any other mail due to the Customer (agent to receive service of process). The Customer may have such agent(s) registered with the Bank in writing, by filling the relevant form. Any mail received by an agent authorised to receive service of process shall be regarded as delivered to the Customer on the date of receipt.

**12.8** The language of communication between the Bank and the Customer shall be Hungarian, unless the Bank and the Customer agree otherwise. If an agreement or notice between the Bank and the Customer is available both in Hungarian and in a foreign language, and these lend themselves to different interpretations, the Hungarian version shall be governing.

**12.9** Any and all losses stemming from the Customer's failure to give the Bank any information relevant for the Bank, or from providing misinformation, shall be borne by the Customer.

**12.10** Upon the Customer's request, the Bank shall any time make its General Business Conditions and their annexes available to the Customer in hard copy or on a permanent data carrier, and the same are continuously accessible in the Bank's website ([www.raiffeisen.hu](http://www.raiffeisen.hu)) as well.

### XIII. Coverage

**13.1** A payment order of the Customer shall be executed by the Bank only if there is sufficient coverage for order execution. If the available balance in the Customer's account is insufficient, only such orders shall be kept pending (queuing)—after all the Bank's efforts towards execution as described in the section concerning the rules of performance remain unsuccessful—in the case of which the Bank is legally required to do so. Based on an authorisation given by the Customer as a payer in favour of a third person, the Bank shall also queue collection orders presented on the basis of such authorisation, as provided in the authorisation.

Orders shall only be executed up to the balance available in the account at the time of processing of the order. In accordance with the provisions of MNB Decree 35/2017 (XII.14.) on the administration of payments, in the case of payment orders submitted after 30 June 2018 (not inclusive of in-Bank instant credit transfer orders, and not inclusive of instant credit transfer orders) the Bank shall execute the order up to the balance available in the Customer's payment account, including any balance that is received to the account by closing time on the date of performance (i.e. by 4:00 p.m. on the relevant day in the case of domestic HUF orders). If an in-Bank instant credit order may not be executed due to insufficient balance, the Bank as the payer's payment service provider shall immediately reject the order, and without delay send or make available the notice on the non-execution of the order for the Customer as a payer in the electronic channel in which the order was given. If an instant credit order may not be executed due to insufficient balance, the Bank as the payer's payment service provider shall immediately reject the order, and without delay send or make available the notice on the non-execution of the order for the Customer as a payer in the electronic channel in which the order was given.

If the coverage to a payment order is available only in part, the Bank shall effect partial performance only in the cases specified in the relevant laws—official credit transfer orders and payment writs—and in the case of collection based on authorisation, the collection of promissory notes, and cheque collection.

If there are more than one orders to be executed on a day, and the balance in the payment account to be debited fails to cover the execution of all orders, then from the queuing orders the Bank shall fulfil such orders whose coverage is available in the payment account, irrespective of the place of the order(s) in the queue, unless (i) in the case of HUF payment orders the Customer orders otherwise, with the proviso that submitting an in-Bank instant credit transfer order shall be regarded as the Customer "ordering otherwise", and furthermore submitting an instant credit transfer order shall be regarded as the Customer "ordering otherwise", or (ii) if in accordance with the law any of the queuing orders are preferred orders, i.e. to be executed with preference over any other orders. In case the balance covers more than one—but not all—orders as described above, the Bank shall first execute preferential orders as specified in the law, which are to be executed prior to any other order, then all other orders whose coverage is available, in the sequence specified by the Customer, otherwise in the order of their receipt, with the exception of foreign currency credit transfer orders, which shall be executed in the sequence described in the previous sentence. As an exception from the above rules, in-Bank instant credit transfer orders may not be queued, and on account of their instant nature the Customer may not give specific instructions as to the order of execution of in-Bank instant credit transfer orders.

As an exception from the above rules, instant credit transfer orders may not be queued, and on account of their instant nature the Customer may not give specific instructions as to the order of execution of instant credit transfer orders.

Standing payment orders are performed as they become due; if there are several standing orders becoming due on the same day, these shall be executed taking into account the previous paragraph, as long as there is any balance available to cover them.

**13.2** Official credit transfer orders and transfer orders based on payment writs, the collection of promissory notes, cheque collection, collection orders presented on the basis of letters of authorisation, as well as collection orders submitted under reason codes "2" and "3" in accordance with the Transitional Provisions (Art. 66) of Act LXXXV of 2009 on the Rendering of Payment Services shall be executed against overdraft credit lines available to the Customer as well, unless the parties agree otherwise. For the purposes of performance against a credit line, official credit transfer orders, payment writs and collection orders submitted under the reason codes mentioned above shall be treated uniformly, thus the Customer shall not have the right to provide otherwise in respect of the different order types in this matter.

**13.3** Individual orders initiated by the Customer—including especially certain bank card transactions—may also be fulfilled, and the Bank may as well debit the Customer's payment account with a claim arising against the Customer on any title when the required financial coverage is unavailable in the relevant payment account or credit card account, or when as a result of the fulfilment of the order or the debiting of the Bank's claim the overdraft credit facility approved for the Customer or the credit line established in respect of the Customer's credit card will be exceeded. In such case the Bank shall extend a constrained loan to the Customer in the measure necessary for the fulfilment of the order or up to the amount of the enforced claim without any special request by or confirmation asked from the Customer, debiting the amount of the constrained loan to the Customer's payment account or credit card account involved in the transaction. Such constrained loan shall become immediately due and payable by the Customer on the date of debiting of the payment account or credit card account, therefore the Bank shall have the right to call on the Customer any time to fulfil his resulting payment obligation. On the amount of the debit balance or overdraft credit excess arising in the payment account as a result of the debiting of the constrained loan, the default interest or fee set out in the List of Terms & Conditions shall be charged. The Customer's payment account or credit card account will be debited with the default interest or fee calculated on the amount of the constrained loan on a monthly basis, and the amount of the default interest or fee will be added to the constrained loan. In the event of a credit line excess, the Bank may also charge additional fees set out in the List of Terms & Conditions. As regards the Bank's Retail and Premium Customers, the rules set out in this section shall be applied with the difference that in respect of payment accounts or credit card accounts no constrained loan shall be provided. The Bank will record its receivables in a claim registration account connected to the bank account or credit card account as past due debts owing to the Bank. On the amount of any registered claim, upon the settlement thereof the Customer shall pay the Bank the default interest rate specified in the List of Terms and Conditions.

### **XIII/A Settlement of Late Payments and Past Due Debts**

**13.4** In case the Customer has outstanding debts owed to the Bank under several expired agreements—including expired agreements as well as those ended via termination notice—and the Customer effects payment to the Bank in view for discharging the debt, or the Bank exercises its right of set off in respect of any payment account of the Customer, but the amount of the payment or the balance available in the Customer's payment account is insufficient to discharge all debts of the Customer owed to the Bank under such expired agreements, then the paid amount shall be spent on decreasing the debts in the sequence set out in paragraphs 13.5.1-13.5.4 below.



**13.5.1** A payment effected by a Customer qualifying as a consumer or the set off amount shall be settled on the amount of the debts arising from the agreement that expired the earliest so that from the debts outstanding on different titles under the given agreement first fees and charges, secondly transaction interest debt, thirdly principal debt, and finally accumulated default interest debt shall be settled.

A payment made by a Customer not qualifying as a consumer or the set off amount shall be settled by the Bank in accordance with the provisions of the Civil Code.

The Bank shall have the right in its sole discretion—deviating from the sequence set out in this paragraph, more favourably for the Customer—to reduce or discharge principal debt first.

**13.5.2** If there are debts arising from agreements which expired on the same day, settlement shall take place in a decreasing order by the size of the absolute value of these debts.

**13.5.3** For the purposes of this Section 13.5 and its subparagraphs, as well as Section 13.6, all outstanding payment obligations of the Customer arising from the same expired/terminated agreement on one or several titles shall qualify as independent “debts”.

**13.5.4** If the Customer has due and payable debts arising from several agreements or legal relationships, then the Customer shall have the right to declare—upon effecting the payment at the latest—the debts arising from which agreement or legal relationship the paid amount is to be settled on. Such instruction of the Customer should be given in writing. If the Customer gives instructions as above, the debts arising or outstanding on different titles within the agreement or legal relationship identified by the Customer shall be discharged in the order specified in Section 13.5.1 above.

**13.6** If the Customer fails to meet a payment obligation arising from any agreement with the Bank, and the Bank enforces the collateral securities of the given agreement, then the amount incoming from such collateral enforcement shall be spent in accordance with the rules set out in paragraphs 13.5.1-13.5.3 above on reducing or discharging the Customer’s outstanding debt arising from the given agreement, with the proviso that the Bank shall have the right in its sole discretion—deviating from the sequence set out in this paragraph, more favourably for the Customer—to reduce or discharge principal debt first.

### **XIII/B Settlement of Late Payments and Past Due Debts in the Case of Retail and Premium Customers**

**13.7** In case the Customer has outstanding debts owed to the Bank under several agreements—including expired agreements and those ended via termination notice as well—and the Customer effects payment to the Bank in view for discharging the debt, or the Bank exercises its right of set off in respect of any payment account of the Customer, but the amount of the payment or the balance available in the Customer’s payment account is insufficient to discharge all debts of the Customer owed to the Bank, then the paid amount shall be spent on decreasing the debts in the sequence set out in paragraphs 13.8.1-13.8.4 below.

**13.8.1** The payment effected by the Customer or the set off amount shall be settled on the amount of the debts that have existed for the longest time so that from the debts outstanding on the different titles first fees and charges, secondly transaction interest debt, thirdly principal debt, and finally accumulated default interest debt shall be settled. The Bank shall have the right in its sole discretion—deviating from the sequence set out in this paragraph, more favourably for the Customer—to reduce or discharge principal debt first.

**13.8.2** If there are debts that fell due on the same day, settlement shall take place in an increasing order by the size of the absolute value of these debts.

**13.8.3** For the purposes of this Section 13.8 and its subparagraphs, as well as Section 13.9, all outstanding payment obligations of the Customer arising from the same agreement on one or several titles shall qualify as independent “debts”.

**13.8.4** If the Customer has due and payable debts arising from several agreements or legal relationships, then the Customer shall have the right to declare—upon effecting the payment at the latest—the debts arising from which agreement or legal relationship the paid amount is to be settled on. Such instruction of the Customer should be given in writing. If the Customer gives instructions as above, the debts arising or outstanding on different titles within the agreement or legal relationship identified by the Customer shall be discharged in the order specified in Section 13.8.1 above.

**13.9** If the Customer fails to meet a payment obligation arising from any agreement with the Bank, and the Bank enforces the collateral securities of the given agreement, then the amount incoming from such collateral enforcement shall be spent in accordance with the rules set out in paragraphs 13.8.1-13.8.3 above on reducing or discharging the Customer’s outstanding debt arising from the given agreement, with the proviso that the Bank shall have the right in its sole discretion—deviating from the sequence set out in this paragraph, more favourably for the Customer—to reduce or discharge principal debt first.

### **XIV. Responsibility**

**14.1** The Bank shall not be held liable for losses originating in force majeure, the provisions of domestic or foreign laws that are out of the Bank’s control, the provisions of Community legal acts, decrees issued by domestic or foreign authorities, or unavoidable disturbances in the Bank’s operation. The same applies if the Bank or a branch thereof temporarily suspends or restricts its activities for some significant reason that is beyond the Bank’s control, in which case the Customer shall be informed about the nearest branch where the Bank’s services are available by way of an Announcement displayed at the entrance of the temporarily closed branch. The Bank shall inform the Customer in each case properly when serving the Customer—in-person if the Customer is served at a branch, or via its telephone customer service if the Customer is served on the phone—if a failure of such nature has occurred in its electronic data processing system necessary for the performance of the Customer’s order(s) as does not make it possible to execute the given order(s) contractually within the relevant timeframe. The Bank shall not bear liability for losses the Customer might sustain in consideration for the fact that despite the information provided by the Bank the Customer instructs the Bank in its sole discretion to execute the order.

**14.2** When receiving or forwarding documents upon the Customer’s order, the Bank shall check whether the documents meet the criteria set forth in the order. The Bank, however, shall not be liable for the authenticity, validity or translation of the documents, or for the type, quantity or quality of the goods mentioned therein.

**14.3** As regards the delivery of documents or payment, the Bank shall perform to the party entitled—based on an examination of the presented certificates—to receive the documents or the payment. The Bank shall check the authenticity, validity and appropriateness of the documents presented by the party to certify his identity, authority, or some other fact or entitlement, with due care expectable in such situation. If necessary, the Bank shall translate such document, or (if it is not in English) have it translated at the Customer’s costs; the Bank, however, shall not be held liable for losses stemming from the Bank delivering documents or effecting payment to the wrong person.

**14.4** The Bank shall not be held liable for events which arise from the circumstance that an order launched in favour of the Customer as a beneficiary or by the Customer in favour of any third party is left unexecuted for reasons independent of the Bank, including for example the application of restrictive measures (sanctions) imposed by some international organisation or authority which are mandatory for the Bank and/or for any financial institutions

engaged in order execution. Any liability of the Bank shall be excluded for any loss which the Customer might have sustained on account of orders rejected or failed for the above reason. If a payment order of the Customer is rejected, the Bank shall without delay notify the Customer in accordance with the relevant method of communication.

**14.5** The Bank shall not be held liable for losses arising from the Customer misinterpreting or misunderstanding—as compared to current professional usage or standards—the legal, financial or other technical terms used in connection with banking transactions. Upon the Customer's request, the Bank shall give the Customer all information necessary to interpret the given transaction properly.

**14.6** In the case of a request by the payer for the correction of unapproved or approved but erroneously performed payment transactions, it is up to the payment service provider to prove—through the authentication, where applicable—that the disputed payment transaction was approved by the payer, that the payment transaction was recorded properly, and performance was not obstructed by any technical error or operational disturbance of the service provided by the payment service provider.

If the payment transaction affected by the request for correction was initiated through the use of a payment initiation service, it is up to the payment initiation service provider to prove that—within its own scope of responsibility—the payment transaction was authenticated and recorded accurately, and its performance was not obstructed by any technical error or operational disturbance of the payment service provided by the payment initiation service provider.

**14.7** The Bank shall be liable for the erroneous performance of any payment transaction initiated directly by the Customer as a payer, unless the Bank proves that the amount of the payment transaction has been received by the payment service provider of the beneficiary.

If the Bank has this liability, it shall immediately reimburse the amount of the payment transaction which has been unexecuted or executed erroneously to the payer Customer, and restore the account of the payer Customer to a condition which would prevail if the erroneously executed payment transaction had not taken place. The value date of crediting in the Customer's payment account must not be later than the date when the amount was debited.

If the amount of the payment transaction has been received by the payment service provider of the beneficiary, the erroneous execution of the payment transaction shall be the liability of the payment service provider of the beneficiary. If in the payment transaction the Bank acts as the payment service provider of a beneficiary Customer, then—if the Bank has this liability—it shall take immediate action to ensure that the amount of the payment transaction is available in the payment account of the beneficiary Customer. The value date of crediting in the payment account of the beneficiary Customer must not be later than the date which it would have been in the case of faultless performance.

If the payment transaction is fulfilled with a delay, the payment service provider of the beneficiary—upon the request of the payment service provider acting on behalf of the payer—shall ensure that the value date of crediting in the payment account of the beneficiary is not later than the date which it would have been in the case of faultless performance.

Upon the request of a payer Customer, in view for tracing down unexecuted or erroneously executed payment transactions the Bank shall act with due diligence, and shall inform the payer Customer of the results of its actions. In relation to the tracing of the transaction and reporting to the Customer, the Bank shall not charge any fees, costs or other payment obligations to the payer Customer.

If the payment transaction was fulfilled using an individual identifier, then with a view for the recovery of the payment transaction the payment service provider of the beneficiary should cooperate with the payer's payment service provider, and provide all material information necessary for the recovery. If it is impossible for the Bank as the payment service provider of a payer Customer to recover the amount of the payment transaction, then upon the Customer's written request the Bank shall provide all material information available to it that are necessary for the Customer to take the legal actions necessary to recover the amount.

**14.8** In the case of a payment transaction initiated by a beneficiary Customer (e.g. direct debit order, collection based on letter of authorisation), forwarding the payment order to the payment service provider of the payer is the responsibility of the Bank as the payment service provider of the beneficiary, which means that in such cases the Bank shall immediately send the payment order to the payment service provider of the payer.

In case the payment order is transmitted with a delay, the Bank shall ensure that the value date of crediting of the amount of the payment transaction to the payment account of the Customer as a beneficiary is not later than the date which it would have been in the case of faultless performance.

The performance of such payment transaction for the beneficiary shall be the responsibility of the Bank, therefore if the Bank has this responsibility it shall make sure without delay that the amount of the payment transaction credited to the account of the beneficiary Customer shall be immediately available to the beneficiary. In such case the value date of crediting of the amount of the payment transaction to the payment account of the Customer as a beneficiary must not be later than the date which it would have been in the case of faultless performance.

Otherwise responsibility for the non-execution or erroneous execution of a payment transaction towards the payer shall be borne by his own payment service provider. If such liability holds, the payment service provider of the payer shall immediately reimburse the amount of the non-executed or erroneously executed payment transaction to the payer, and shall restore the account of the payer to the condition which would prevail if the erroneously executed payment transaction had not taken place. The value date of crediting in the payer's payment account must not be later than the date when the amount was debited. The payment service provider of the payer shall not bear the obligation of reimbursement as per this paragraph if it is able to prove that the payment service provider of the beneficiary received the amount of the payment transaction, even if the payment transaction was performed with a delay. In such case the payment service provider of the beneficiary shall ensure that the value date of crediting of the amount of the payment transaction to the payment account of the Customer as a beneficiary is not later than the date which it would have been in the case of faultless performance.

In view for the monitoring of unexecuted or erroneously executed payment transactions, the Bank as the payment service provider of a beneficiary Customer shall act in accordance with the requirements of a conduct which is generally expectable in the given situation, irrespective of liability, and shall inform the paying Customer of the results of its actions.

**14.9** The rules set out in Sections 14.7-14.8 need not be applied if the payment service provider of the beneficiary Customer is domiciled in a non-EEA member state.

**14.10** If the payment transaction was initiated by the Customer as a payer through a payment initiation service provider, the Bank shall immediately, but not later than by the end of the next business day reimburse the amount of the unfulfilled or erroneously fulfilled payment transaction to the Customer, and restore the payment account to a condition which would prevail if the erroneously executed payment transaction had not taken place.

In the case described in the above paragraph, it shall be up to the payment initiation service provider to prove that the Bank as the payment service provider keeping the payer's payment account received the payment order, that

the authentication and accurate recording of the payment transaction took place within its own responsibility, and that the performance of the payment transaction was not influenced by any technical error or any other disturbance related to the non-performance, erroneous or late performance.

If the case described in the first paragraph is the responsibility of the payment initiation service provider, then upon the Bank's request the payment initiation service provider shall immediately reimburse to the Bank the losses it has sustained as a consequence of the amounts reimbursed to the payer and any amounts paid.

**14.11** By way of derogation from Section 14.10 above, prior to the date of establishment (to be disclosed by the Bank in the Announcement referred to in Section X/10.4.3) of the secure data transfer connection—as referred to in Part One, Section X/10.4.3 of these General Business Conditions—between the Bank and the aforementioned payment service providers the Customer may use the services of payment initiation service providers and account information service providers only and exclusively at his own responsibility, and any loss arising from the erroneous performance of the payment initiation service provider shall be borne by the Customer.

**14.12** If the Customer uses the service of an issuer of card-based payment instruments, then the Bank's responsibility shall only and exclusively cover the issuance of a confirmation concerning the availability (or non-availability) of the coverage necessary for the card-based payment transaction with the content of either "yes" or "no", based on the balance available in the payment account of the Customer at the time of the confirmation. The coverage confirmed by the Bank shall not be blocked in the Customer's payment account, and the Customer shall ensure that the coverage is available in his payment account upon the actual execution of the payment transaction as well.

### XV. Correction

**15.1** The Customer may immediately after the execution of a payment order, but not later than within the timeframe set out in Section 17.4, initiate the correction of unapproved, or approved but erroneously executed, payment transactions.

**15.2** In the case of a request by the payer for the correction of unauthorised or authorised but erroneously performed payment transactions, it is up to the Bank to prove—through the authentication, where applicable—that the disputed payment transaction was authorised by the payer, that the payment transaction was recorded properly, and performance was not obstructed by any technical error or operational disturbance of the service provided by the Bank.

If the payment transaction affected by the request for correction was initiated through the use of a payment initiation service, it is up to the payment initiation service provider to prove that—within its own scope of responsibility—the payment transaction was authenticated and recorded accurately, and its performance was not obstructed by any technical error or operational disturbance of the payment service provided by the payment initiation service provider.

#### **Request for correction of an unauthorised payment transaction**

Any request for correction of a payment transaction not authorised by the Customer as a payer shall be examined by the Bank upon receipt.

If as a result of such investigation the Bank reasonably suspects fraud, it shall inform the National Bank of Hungary as a supervisory authority in writing by the end of the working day following the day on which the Bank becomes aware or is informed of the situation. If the National Bank of Hungary is notified, the Bank shall examine the request for rectification in accordance with the section "Complaints and Complaint Management", and if the request is

justified, it shall carry out the rectification immediately after the conclusion of the examination, otherwise it shall reject the Customer's request, providing its reasons in writing.

If as a result of this investigation the Bank does not notify the National Bank of Hungary on the basis of the above and does not have evidence to prove that it is exempt from liability, the Bank shall reimburse the amount of the unauthorised payment transaction to the Customer as a payer immediately after it has become aware or has been informed of the transaction, but no later than the end of the following business day. In such a case, the Bank shall restore the payment account to its status prior to the debiting, with the proviso that the value date of the credit entry may not be later than the date on which the unauthorised payment transaction was executed. The Bank will examine the request in this case as well, and if the request is justified, no further action is required, given that the amount of the unauthorised payment transaction has already been reimbursed to the Customer by the Bank. If as a result of the investigation the Bank does not accept the request, considering that the amount of the payment transaction has already been reimbursed to the Customer, the Customer shall repay the amount of the payment transaction to the Bank.

If as a result of this investigation the Bank does not notify the National Bank of Hungary on the basis of the above and the Bank has evidence at its disposal to prove that it is exempt from liability, the Bank shall reject the Customer's request with written justification and shall not refund the amount of the payment transaction.

The Customer may claim further financial compensation under the Hungarian law in force at the time.

### **Authorised but incorrectly executed payment transactions**

The Bank shall examine the request for rectification of an authorised but incorrectly executed payment transaction in accordance with the section "Complaints and Complaint Management", and if the request is justified, it shall carry out the rectification immediately after the conclusion of the examination, otherwise it shall reject the Customer's request, providing its reasons in writing.

**15.3** In the case of an official credit transfer order or a payment writ, a paying Customer must not exercise his right of correction specified in Section 15.1 in accordance with Art. 64 (4) of the Payment Services Act.

**15.4** The Bank shall have the right to undo credits and debits originating in its own erroneous entries without instructions from the Customer as well prior to executing any other order concerning the payment account, and in this context it shall have the right to debit or credit the Customer's payment account with the amount of the correction. The Customer shall be informed of the correction immediately.

### **15.5. Qvik Payment Solutions objections handling procedure**

The paying party Customer shall report any objections to instant credit transfers submitted by means of Qvik Payment Solutions, i.e. QR code, NFC, deeplink using a single resource locator (hereinafter referred to as "URL") (payment solutions based on a unified data entry solution) and payment requests primarily to the beneficiary of the instant credit transfer order offering the Qvik Payment Solution. If the objection is accepted, the beneficiary can pay the payment party only by bank transfer.

#### Initiating the objections handling procedure

If the paying party was unable to reach an agreement with the beneficiary (merchant/service provider), the Bank's paying party customer (hereinafter referred to as the "paying party") may initiate the objections procedure in the manner specified by the Bank, by providing the information necessary to identify the objected transaction.

The beneficiary's payment service provider, the paying party's payment service provider and GIRO Zrt. shall be involved in the objection handling procedure.



In the case of payment solutions based on the unified data entry solutions, the specific provisions applicable to the Bank's beneficiary Customers (merchant/service provider) are set out in the Business Rules for Merchants.

The time limit for initiating the objections procedure is 180 calendar days from the date of execution of the instant transfer order or, if the product is delivered or the service is provided after the instant transfer, from the date of delivery of the product or the provision of the service or its specified deadline.

## Conducting the objection handling procedure

During the objection handling procedure, the Bank, as the paying party's payment service provider, records an error ticket in the objection handling system and forwards the objection to GIRO Zrt. as the organisation operating the objection handling platform, and GIRO Zrt. forwards the ticket to the beneficiary's payment service provider. The beneficiary's payment service provider contacts the beneficiary to investigate the objection.

The beneficiary may also initiate the objection handling procedure, in which case the beneficiary's payment service provider records the error ticket and forwards it to GIRO Zrt. and GIRO Zrt. forwards it to the paying party's payment service provider, which contacts its own customer to investigate the objection.

In the event of incorrect performance being detected, the Bank may also initiate an objection handling procedure.

Recall may not be applied in the objection handling procedure.

If the Bank has commenced an investigation into the objection, the Bank's beneficiary Customer may then refund the amount objected to the paying party only with the Bank's prior approval. The Bank shall not be liable for any double refund to the paying party resulting from a payment made by the beneficiary Customer to the paying party without the Bank's prior approval.

The paying party or the beneficiary Customer shall, upon the Bank's request in the objections handling procedure, make a statement within 5 working days from the date of becoming aware of it or from the date from which it was in a position to become aware of it, describing and attaching the underlying documents and facts, data and information. The Bank's beneficiary Customer must also state clearly within this time limit whether it acknowledges the validity of the objection and whether it will refund the amount of the transaction to the paying party or contest the objection.

If the information recorded or the documents to be attached are incomplete, the Bank may request a rectification of the deficiency, within 2 working days of receipt of the request, the payment service provider of the opposing party must request the party to rectify the deficiency, if necessary, and the latter has 10 working days to do so. The Bank may request rectification no more than 5 times.

If the counterparty requests the Bank's Customer (paying party or beneficiary customer) to rectify a deficiency, the Customer must do so within 10 business days in a manner and in a timeframe that allows for its recording in the objection handling system.

If the Bank considers the paying party's objection to be justified on the basis of the available information, it shall be entitled to approve it and debit the disputed amount to the beneficiary Customer's account kept with the Bank. By accepting these GBC, the beneficiary Customer authorises and instructs the Bank to execute such debit.

If the Customer (paying party or beneficiary) fails to comply with the time limits applicable to it, fails to cooperate, responds with delay, it shall be liable for any damage resulting therefrom. If the Customer (paying party or beneficiary) fails to respond to the request or fails to comply with the time limits, this may also result in the Bank taking a decision on the basis of the information available without further investigation, and the Bank shall not be liable for any resulting damage.



The Bank is obliged to respond within 30 calendar days to the error ticket recorded in the objection handling system. The 30 calendar days shall restart after the deficiency has been rectified.

## Result of the objection handling procedure

The beneficiary initiates the refund by wire transfer of the contested transaction within 5 working days after the approval of the paying party's objection. If the beneficiary Customer fails to initiate the refund, the Bank debits the beneficiary Customer's account with the amount of the objected transaction and any relevant fees and the Bank initiates the refund of the amount of the objected transaction to the paying party.

If the Bank and the other party's payment service provider cannot reach an agreement, a final decision-making body will be involved. This body is responsible for deciding whether a complaint is justified in the event of a disputed objection handling procedure. GIRO Zrt. shall act as the final decision-making body. The final decision-making body shall adopt a decision within 30 days. The paying party's payment service provider has 14 calendar days to contest the decision.

## Fees for the objection handling procedure

The objection handling procedure is subject to a fee if the procedure is favourable to the paying party. The beneficiary Customer must pay this fee to the Bank in accordance with the relevant List of Conditions.

The Bank shall be entitled to debit the beneficiary Customer's payment account with this fee and any refundable amount, and to apply a set-off in this respect. The Bank shall publish this fee in the applicable List of Terms and Conditions for Merchants in the case of payment solutions based on a unified data entry solution, and in the case of other services (payment request) in the List of Terms and Conditions for Corporate Clients. The beneficiary Customer authorises and instructs the Bank to make such debits by accepting the terms and conditions applicable to the relevant service. The beneficiary Customer acknowledges that he/she may not pass on the fee for the objection handling procedure to his/her own customer, the Paying Party.

## **XVI. Reimbursement**

**16.1** With the exception of official credit transfers and transfers based on payment writs, in accordance with the provisions of Art. 46 and Art. 47 of the Payment Services Act the Bank shall reimburse to its paying Customer the amount of payment transactions initiated by or through the beneficiary and approved by the paying Customer.

In connection with the claim for reimbursement, the Bank shall verify whether or not

- a) the approval contained the amount of the payment transaction at the time of approval, and
- b) the amount of the payment transaction exceeded the amount that the paying Customer could reasonably have expected in the given situation, and
- c) the conditions set out in paragraphs a) and b) have been proven – upon Bank's request - to the Bank by the paying Customer.

A payer Customer shall not be eligible to the reimbursement set out in this section if he has given his approval concerning the payment transaction directly to the Bank, and the Bank or the beneficiary has given or made available the information concerning the future payment transaction as set out in Act LXXXV of 2009 on the Pursuit of the Business of Payment Services to the payer 28 days prior to the due date of execution of the order.

The Customer must not plead paragraph b) above in relation to conversion between currencies if the reference rate disclosed by the Bank is used in the course of the conversion.

**16.2** The paying Customer shall have the right to submit to the Bank a written claim for reimbursement under Section 16.1 within 56 days from the date of debiting.

**16.2.1** In the case of a direct debit based payment, the following in particular may be eligible for proof by the Customer:

- (i) The agreement between the collecting party and the Customer serving as the basis for the collection specified in the reimbursement claim, and including the current rates of the collecting party; if general terms and conditions or business rules are also connected to the agreement, then also the currently effective text of the general terms and conditions or business rules.
- (ii) Invoices issued by the collecting party to the Customer in the 6 months preceding the submission of the collection identified in the claim for reimbursement, and bank account statements or bank certificates confirming the payment of these invoices or, in case of other means of payment, other documents proving that payment has been made (e.g. postal order voucher).
- (iii) The written complaint submitted by the Customer to the collecting party in connection with the collection identified in the reimbursement claim, including a detailed and factual justification of the claim, as well as proof of posting or other means of delivery of the complaint to the collecting party.

**16.2.2** In the case of payment under a collection order based on a letter of authorisation, the following in particular may be eligible for proof by the Customer.

- (i) document certifying the existence of the circumstance providing the reason for the collection,
- (ii) a declaration by the customer stating the facts and circumstances justifying the unlawfulness of the collection executed by the Bank and submitted on the basis of the authorisation.

**16.2.3** The Bank may, depending on the circumstances of the case, request the Customer to provide additional documents or other evidence in order to satisfy itself beyond reasonable doubt as to the legitimacy of the claim for reimbursement.

In the course of the Bank's procedure, the Customer's written authorisation shall be required for the Bank to contact the collecting party in order to clarify the legitimacy of the claim for reimbursement, and to request data and information from the collecting party on the services used by the Customer, the legal relationship between the collecting party and the Customer, and the terms of contract and the claim enforced in the contested collection, and an authorisation for the collecting party to provide the Bank with such data and information shall also be required.

**16.3** The Bank shall not effect reimbursement on the basis of reimbursement claims filed by Customers not qualifying as consumers or micro enterprises where the amount of the contested collection fails to exceed by 20 percent at least (in addition to inflation over the relevant period) the amount of the highest invoice paid by the non-consumer and non-micro enterprise Customer to the collecting party over the two years preceding the submission of the contested collection (or if the legal relationship between the collecting party and the Customer is shorter than that, then over the existence of the legal relationship). Reimbursement claims connected to collections falling short of such lower limit shall be rejected by the Bank.

In the case of a reimbursement claim filed by a non-consumer and non-micro enterprise Customer, when examining the condition set out in Section 16.1 b) the Bank shall also examine whether the non-consumer and non-micro

enterprise Customer has set a limit for execution in the authorisation given in respect of the relevant collecting party. In the case of collections which do not exceed the execution limit set by the Customer, the Bank shall reject the reimbursement claim unless the amount of the contested collection exceeds the amount of the highest invoice paid by the non-consumer and non-micro enterprise Customer to the collecting party over the two years preceding the submission of the contested collection (or if the legal relationship between the collecting party and the Customer is shorter than that, then over the existence of the legal relationship) by at least 50 percent. Reimbursement claims connected to collections falling short of such lower limit shall be rejected by the Bank.

**16.4** When establishing the reasonably expectable amount, apart from the invoices and contracts attached by the Customer, the Bank shall also take into account the amount of the invoices paid by the Customer to the given collecting party prior to the reimbursement claim, the execution limit set by the Customer, and all other circumstances which may influence the use of the service provided by the collecting party (e.g. change in the number of people living in the household of the Customer, change of service providers, change in the fee structure of the service provider, physical condition and incidental failure or replacement of the equipment used in the Customer's household and necessary for the use of the service, force majeure events occurring in the Customer's household or sphere of interest, etc.).

The Bank reserves the right to initiate reconciliation with the collecting party in relation to the reimbursement claim of the Customer and the justification of the contested collection. In case the collecting party proves to the Bank in a credible manner within the timeframe set out in Section 16.5 that the collection was legitimate, the Bank shall reject the Customer's reimbursement claim.

**16.5** The Bank shall investigate any reimbursement claims with supporting documentation received by the Bank in writing within the timeframe set out in Section 16.2 within 10 (ten) business days from the receipt of such claim and shall reimburse the amount of the payment transaction to the paying Customer, or reject the claim with a rationale, and information concerning forums where incidental disputes may be settled out of court. If the reimbursement claim is accepted, the reimbursable amount shall be identical with the total amount of the fulfilled payment transaction, and the value date of crediting in the payer's payment account must not be later than the date when the amount was debited.

**16.6** In case the Bank accepts the Customer's reimbursement claim, and reimburses the amount of the contested collection to him, but subsequently in the course of reconciliation with the collecting party the legitimacy of the contested collection is proven, then the Customer shall repay the Bank the amount reimbursed by the Bank, and the Bank shall have the right to debit any payment account of the Customer kept at the Bank with the amount reimbursed to the Customer.

**16.7** If the payment service provider of the beneficiary is domiciled in a non-EEA member state, the Bank shall not pay reimbursement to the Customer.

### **XVII. Statements of Account**

**17.1** After the execution of a payment transaction based on the framework agreement between the Bank and the Customer on financial and ancillary financial services, the Bank shall immediately inform the Customer

- a) of the reference numbers facilitating the identification of the payment transaction,
- b) of the amount of the payment transaction in the currency specified in the payment order,
- c) of all fees, charges and other financial liabilities due to the Bank, item by item,
- d) optionally of the details of the beneficiary if the Customer is the payer,
- e) of the exchange rate used by the Bank for the conversion and the pre-conversion amount,

- f) if the Customer is the beneficiary, of the reference numbers facilitating the identification of the payer by the Customer, other data forwarded along with the payment transaction, and the value date of crediting to the payment account,

- g) if the Customer is the payer, of the date of receipt of the payment order, or the value date of debiting,

by way of statements of account provided in writing, or otherwise (e.g. electronically) if there is a special agreement to this effect.

If the Customer as a payer has submitted an instant credit transfer order specifying the secondary account identifier of the beneficiary, the Bank shall in the payment account statement including this payment transaction show the secondary account identifier only as the data of the beneficiary.

In the case of transactional accounts, the Bank prepares a payment account statement on each banking day when any debit or credit takes place in the payment account. On instant credit transfer orders executed on banking holidays, the daily statement shall be prepared on the next banking day. If the Customer requests monthly account statements, or if the account package selected by the Customer includes monthly statements, then the Bank shall prepare payment account statements and make them available to the Customer on a monthly basis.

On non-transactional accounts, the Bank prepares payment account statements once a month for the Customer, after the end-of-month closing carried out on the fifth day of the month following the relevant month.

**17.2** In the case of Customers qualifying as consumers, the Bank shall make the payment account statements available to the Customer as follows, depending on the Customer's choice:

- (i) paper-based account statements to be collected at a branch,
- (ii) paper-based account statements to be sent by mail to the Customer's mailing address,
- (iii) electronic account statements sent via the electronic banking channel used by the Customer.

Account statements as per (i) shall be provided to the Customer free of charge. For sending the account statements as per (ii), the Bank shall have the right to charge the fee specified in the List of Terms & Conditions. Electronic account statements as per (iii) shall be provided to the Customer free of charge. If apart from electronic account statements the Customer occasionally requires paper-based account statements as well, then upon the Customer's request to this effect the Bank shall provide paper-based account statements to the Customer once a month free of charge, via delivery at a branch of the Bank.

**17.3** In the case of non-consumer Customers, the Bank shall make the account statements available to the Customer in hard copy, depending on the Customer's choice—

- (i) via delivery at a branch, free of charge,
- (ii) via deposition in the Customer's mailbox kept at the Bank, or
- (iii) by mail, sending the account statements to the Customer's mailing address,

in cases (ii) and (iii) against the fee set out in the List of Terms & Conditions or in the individual fee schedule agreed upon with the Customer.

If the Customer uses an electronic banking channel as well for the fulfilment of its payment orders, then the Bank shall send the account statements to the Customer—free of charge—via this electronic channel as well. As e-statements do not substitute paper-based statements, the Bank shall also provide paper-based statements to the Customer—besides electronic account statements—in the way described above.

**17.4** If the Customer qualifies as a consumer, he may initiate the correction of an unapproved or approved but erroneously executed payment transaction until such day in the thirteenth month following the performance of the payment transaction as matches the date of debiting of the payment account. If there is no calendar day matching the date of debiting in the month of expiry, the deadline shall be the last day of the month. A Customer qualifying as a consumer may within the same timeframe also initiate the correction of other payment transactions (e.g. credits) executed in his payment account, where the deadline is to be calculated from the value date of booking of the given payment transaction in the payment account.

A non-consumer Customer may make any comments and requests for correction relating to the account statement and concerning any payment transaction within four weeks counted from the relevant day (the value date of booking of the given payment transaction in the payment account), in writing. If the Customer uses the Bank's Mobile Banking service, the above timeframe for the making of protests shall be calculated from the date of sending of the SMS message concerning the payment transaction.

In the request for correction, the Customer should specify the payment transaction in question and the assumed correct value.

**17.5** The Customer may request a statement of his transactions effected over the last 5 years preceding the request. The Bank shall produce such a statement within not more than 90 days. It is a prerequisite for the service that the Customer pay related charges—published in the List of Terms and Conditions—in advance.

**17.6** Any outstanding receivables of the Bank owing from the Customer that have been accrued and made pending on the basis of the pertinent agreements and laws shall be recorded separately. For this reason, such receivables shall not be shown in statements of account.

**17.7** The Bank shall fulfil its obligation prescribed in Act CXVI of 2012 on Financial Transaction Duty by informing the Customer in the account statement at the frequency of account statement sending—with the following exception—of the amount of financial transaction duty paid by the Bank on the payment transactions and loan repayment and the charging of fees and commissions carried out in the Customer's payment accounts over the period identified in the account statement. Customers who receive daily or weekly account statements shall be informed on the financial transaction duty paid on the transactions of the previous month once a month—for the first time in February 2013, and subsequently in each month—in the first account statement of the relevant month.

In the account statement, the amount of financial transaction duty paid on the transactions subject to duty payment that are carried out over the month in question shall be shown summarised, in lump sum.

**17.8** As regards payment account agreements concluded after the date of 15/03/2014, each account statement sent by the Bank to the Customer shall qualify as a disclosure of account balance as per the Civil Code.

### **XVIII. Collateral Securities**

**18.1** As collateral to its claims arising in connection with the account-keeping services, the Bank shall have right of lien over the Customer's account balance. Accordingly, the Bank shall have the right to reduce the balance of the payment account with the amount of its claims arising in connection with such services. With the conclusion of the payment account agreement, such right of lien is created without the right of lien being entered in the collateral registry.

Should the Customer be in default in respect of his payment obligations stemming from any of his transactions with the Bank, or from any commitment made to the Bank on any title, the Bank shall have the right to debit any of the Customer's payment accounts kept at the Bank without prior notice to the Customer with the amount of the debt,

i.e. to set off the amount of the overdue claim. The Bank may exercise its right of set-off in respect of the Customer's time deposits and other reserved funds as well, irrespective of the maturity thereof. The Customer may not claim refund from the Bank on any interest loss that might originate in this.

**18.2** The Customer shall make sure that the assets and rights pledged as collateral for the Bank's benefit are maintained and preserved. The Bank should be immediately informed of any change in the value, marketability, etc. of such collateral securities.

**18.3** The Bank shall have the right to check, even in the Customer's premises—without disturbing its business activities significantly—whether the transaction has adequate financial backing and collateral, whether the Customer shall be able to perform its payment obligations, and whether the loan is expended on the purpose named in the agreement.

**18.4** Upon the Customer's initiative, the Bank may release some collateral if it is deemed unnecessary in the future in respect for securing the repayment of the Bank's receivables.

**18.5** The Bank shall have the right to obtain all documents deemed necessary to examine in connection with the creation, handling, processing, or enforcement of collateral securities. It shall also have the right to initiate public or court proceedings if it is deemed necessary in this respect or use contributors in view for the storage or enforcement of collateral.

**18.6** All costs incurred with regard to the creation, registration, maintenance, handling and enforcement of the collateral securities shall be borne by the Customer. Costs relating to the regular revaluation of collateral securities—at the frequency specified by the Bank—shall also be the Customer's liability. Upon the revaluation of collateral securities linked to a consumer agreement, the Customer shall bear the costs of the revaluation only if the revaluation takes place for a reason that is within the Customer's control, including in particular the deterioration of his/her ability to pay or financial situation, a request for amendment, or changes affecting the condition of the real estate.

**18.7** The Bank may decide at its own discretion in which order to use available collateral securities. It may also decide not to use a given collateral security for the time being. If the Bank does not enforce a collateral security it is entitled to, it shall not be construed as a waiver by the Bank from using the security. The Bank shall have the right to use a collateral security as long as it has any kind of outstanding claim on the Customer.

**18.8** In case the Bank sells any collateral security (e.g. any pledged or mortgaged assets), the liquidation value (collateral value) established on the basis of the relevant collateral agreement shall qualify as the market value of the collateral.

**18.9** The Bank shall reevaluate the real estates or other physical collateral mortgaged or charged in favour of the Bank at least once a year. The Bank shall have the right to carry out any extraordinary revaluation of collateral securities in the interim as well via on-site survey if in the opinion of the Bank this is necessary due to changes in the market of the relevant collateral, or to any event affecting the given collateral.

**18.9.1** In the course of such revaluation, the method for the review of real estate appraisals shall be as follows depending on the type of the real estate:

- a) in the case of apartment/cooperative houses and family houses, statistical revaluation carried out annually on a portfolio basis;
- b) in the case of any other type of real estate collateral, an annual revaluation based on the data annually disclosed by the owner without an on-site survey, or based on an on-site survey.

Any revaluation shall be carried out in accordance with the revaluation methodologies regulated in several times amended Decree 25/1997 (VIII.1.) of the Ministry of Finance and several times amended Decree 54/1997 (VIII.1.) of the Ministry of Agriculture.

**18.9.2** In the course of the revaluation of moveable assets, the value established and accepted by the Bank shall be determined based on the following values of the given collateral (depending on the type of the moveable asset): (i) market value based on expert appraisal; (ii) market value based on expert appraisal, less obsolescence calculated for the period that has elapsed since the date of the previous appraisal, in relation to the useful life of the collateral; (iii) acquisition cost established by internal valuation; (iv) secondary market value from a reliable source; (v) exchange price.

**18.10** For a description of the method of collateral enforcement and the consequences of the same, see Annex No. 4 that constitutes an integral part of these General Business Conditions.

## **XIX. Amendment of the Contract**

The provisions of this chapter shall be governing as applicable for any modification or amendment of these General Business Conditions, as well as of any contract or rulebook concerning the financial and ancillary financial services provided by the Bank, and of the conditions of financial and ancillary financial services as set out in the List of Terms and Conditions and Announcements.

### **Unilateral Amendment of Contract to the Detriment of the Customer**

#### **19.1 Unilateral Amendment to the Detriment of the Customer of Consumer Credit Agreements**

Terms concerning the unilateral amendment of contract:

**"consumer price index"** means an index typical of the average consumption of the households of a given country that shows the change over time of consumer prices for a specific period (typically 1 year);

**"Interest Period"** means a period specified in the credit agreement during which the Bank does not have the right to change the interest rate unilaterally;

**"reference interest rate"** means a publicly accessible benchmark interest rate from time to time in effect that serves as the basis for the calculation of any applicable interest rate and on the measure of which the Bank has no influence; typically either BUBOR, LIBOR or EURIBOR, depending on the currency;

**"BUBOR"** means Budapest Interbank Offered Rate, a HUF reference rate regarded by the players of the interbank market as governing for specific periods among themselves;

**"LIBOR"** means London Interbank Offered Rate, a reference rate regarded by the players of the interbank market as governing for specific periods among themselves;

**"EURIBOR"** means Euro Interbank Offered Rate, a reference rate regarded by the players of the interbank market as governing for specific periods among themselves;

**"interest premium"** means the interest rate payable in addition to the reference rate as a part of credit interest (in other words, a portion of the interest rate defined as the difference between the credit interest rate and the reference rate);

**"variable interest rate"** means any interest rate that does not qualify as a fixed credit interest rate;



**“interest rate change index”** means a publicly available ratio that expresses in an objective manner any changes in the circumstances related to the refinancing costs of the lending and to the provision of the loan that are outside the scope of business risk, and that the Bank has no means to influence or eliminate (i.e. which are independent of the Bank); the interest rate change index shall serve as a basis for the calculation of any interest rate modification. The interest rate change index and the calculation methodology are published by the National Bank of Hungary;

**“interest premium change index”** means an interest rate change index that serves as a basis for the modification of the interest premium; it expresses the change in some reference interest rate or reference yield as compared with a basis period, and shows in what measure the portion of the interest rate that is in excess of the reference rate may be changed. The interest premium change index and the calculation methodology are published by the National Bank of Hungary;

**“fixed credit interest rate”** means a credit interest rate set out in the credit agreement and determined at the time of conclusion of the credit agreement for the entire duration of the same;

**“central bank base interest rate”** means the benchmark interest rate determined by the National Bank of Hungary that influences the interest rate payable on bank deposits and loans.

**19.2** In the case of consumer credit agreements, the Bank is entitled to exercise its right to amend the contract to the detriment of the Customer subject to the terms set out in this Chapter, in the related contract, and in the List of Terms & Conditions.

**19.3** Such contracts shall qualify as consumer credit agreements in the case of which the customer is a natural person acting outside his/her self-employed occupation or business activity, and under which

(a) the Bank has a duty to keep a credit facility available to the customer, and to conclude loan agreements, surety or guarantee agreements or other contracts concerning the pursuit of other credit operations up to the committed amount, and the Customer has a duty to pay a fee; or

(b) the Bank has a duty to pay a specific amount of cash, and the Customer has a duty to repay such amount of cash to the Bank at a later date as per the contract, and to pay interest.

A contract under which the consumer makes regular payments in exchange for the continuous provision of services or the sale of the same product in the same quantities shall not qualify as a consumer credit agreement.

**19.4** In the case of a consumer credit agreement, only and exclusively the credit interest rate, the interest premium, and the costs and fees set out in the credit agreement may be modified unilaterally by the Bank to the detriment of the consumer. No other terms or conditions—including the contractual clauses concerning unilateral modification—may be modified unilaterally to the detriment of the consumer.

**19.5** The Bank may offer a consumer credit agreement with a duration not longer than 3 years at a fixed interest rate, or a variable interest rate linked to a reference rate disclosed in the website of the National Bank of Hungary plus a fixed interest premium as specified in the credit agreement, for the entire duration of the loan. The Bank does not have the right to unilaterally change the interest terms of the contract to the detriment of the Customer.

**19.6** The Bank may offer a consumer credit agreement with a duration longer than 3 years at a variable interest rate linked to a reference rate disclosed in the website of the National Bank of Hungary plus an interest premium fixed for the entire duration of the loan or for interest periods of at least 3 years, with a credit interest rate fixed for interest periods of at least 3 years, or at a fixed interest rate. The term of the last interest period may as well be shorter than 3 years.

**19.7** The Bank shall determine the measure of the interest rate or interest premium to be applied in the new interest period taking into account the interest rate change index or interest premium change index prevailing on the 120th day preceding the expiry of the interest period.

**19.8** If the interest rate of the credit agreement is linked to a reference rate, the Bank shall adjust the measure of the reference interest rate—at intervals corresponding to the tenor of the reference rate specified in the credit agreement—to the reference rate. In the course of this, the reference interest rate—or where applicable, the central bank base interest rate—valid 2 days before the last business day of the month preceding the start date of the next interest period shall be regarded as governing. The Bank has the right to change the credit interest rate and the interest premium 5 times at maximum over the lifetime of the loan, after the lapse of the individual interest periods. In the course of this, the Bank may change the credit interest rate by a measure calculated using the interest rate change index specified in the List of Terms & Conditions and disclosed in the website of the National Bank of Hungary, and the interest premium by a measure calculated using the interest premium change index specified in the List of Terms & Conditions and disclosed in the website of the National Bank of Hungary. If in the course of an interest rate modification the Bank used an interest rate or interest premium that is more favourable for the consumer than the measure made possible by the interest rate change index or the interest premium change index, then the Bank shall have the right in subsequent interest periods to set off the discount given in respect of the measure of the interest rate or interest premium against the measure of an interest rate or interest premium to be decreased, to the extent of such discount. If the conditions that serve as the basis for the unilateral modification of the credit agreement make it possible to decrease the credit interest rate or the interest premium, the Bank must enforce such decrease to the consumer's benefit as part of its contractual obligations.

**19.9** The Bank has the right to change a cost specified in the contract to the detriment of the Customer when such cost is incurred; the change, however, must be consistent with the increase of the cost. If a cost specified in the contract decreases, the Bank must change the contract unilaterally to the Customer's benefit. Such change shall take place when the decreased cost is incurred. The Bank has the right to increase a fee set out in the List of Terms & Conditions, the Announcement and the contract by the measure of last year's annual consumer price index as disclosed by the Hungarian Central Statistical Office. Such increase may take place once a year, effective as of 1 April. When changing fees, the Bank is under the duty to enforce any changes that are favourable for the Customer as well.

**19.10** A non-performing Customer must pay default interest. The measure of the default interest is determined by the Bank in the List of Terms & Conditions so that the measure of the default interest must not be higher than one and half times the transaction interest rate stipulated in the contract, plus 3 percentage points. If the measure of the default interest should exceed the central bank base interest rate plus 24 percentage points—or in the case of loans connected to credit card agreements or payment accounts, as well as collateral loans or loans related to the purchase of everyday objects and consumer goods (not inclusive of vehicles) and the use of services (consumer credit), where the loan is disbursed directly to the seller of the product or the provider of the service concerned with the consumer credit, the central bank base interest rate plus 39 percentage points—then the measure of the default interest shall be the central bank base interest rate plus 24 or respectively 39 percentage points.

**19.11** Upon a unilateral modification of the interest terms of the credit, the Bank shall inform the Customer at least 90 days prior to the expiry of the interest period of the measure of the interest rate or interest premium to be applied in the new interest period, the expected amount of the repayment instalments payable after the change, and if the number of the repayment instalments or the frequency of payment should change in this connection, then of this fact. Upon the modification of fees or costs, the Bank shall inform the Customer at least 30 days prior to the effectiveness date of the modification of the fact of the modification, the new measure of the fee or cost, the

expected amount of the repayment instalments payable after the change, and if the number of the repayment instalments or the frequency of payment should change in this connection, then of this fact. In the case of a credit interest linked to a reference rate, the Bank shall inform the Customer on an ongoing basis of changes in the reference interest rate in its website and via announcements displayed in its customer areas.

The Customer shall have the right to terminate the contract if after the expiry of an interest period specified in the contract the measure of the interest rate or interest premium changes in the new interest period to the detriment of the Customer. A termination notice shall be valid if the Customer communicates it to the Bank 60 days prior to the expiry of the interest period, and repays his/her outstanding debt on the last day of the interest period at the latest. The Bank must not charge any costs or fees in relation to the termination.

Upon the unilateral modification of the terms of a credit agreement connected to a credit card or a payment account, the consumer may terminate the agreement at a notice of 30 days free of charge even if the contract has been concluded for a definite period. The termination shall be valid if the consumer repays the borrowed amount, as well as the contractual credit interests that may be charged on the same until the date of repayment by the date of effectiveness of the termination notice.

**19.12** In the case of a loan disbursed with interest subsidy provided by the Hungarian State, during the term of the subsidy the Bank shall not be entitled to unilaterally change the transaction interest rate of the subsidised loan. The transaction interest rates of interest-subsidised loans shall change in accordance with the provisions of Government Decree 12/2001 (I.31.) on State Housing Subsidies and those of Government Decree 341/2011 (XII.29.) on the Interest Rate Subsidisation of Home Purchases. It shall not qualify as a unilateral increase of interest rates if the Bank changes the transaction interest rate on the repricing date of the interest rate periods governing for the given loan agreement on the basis of the reference rate specified in the relevant law and valid on the repricing date. The Bank shall disclose any modification affecting the credit interest rate, fees or costs of interest-subsidised loans in an Announcement at least 15 days prior to the effective date of the modification.

In the case of loans provided in accordance with Government Decree 12/2001 (I.31.), after the expiry of the period of interest subsidy the Bank shall establish the measure of the transaction interest rate as the maximum measure of the interest rate, fee or cost that may be determined in accordance with the decree, and the interest rate shall continue to change in accordance with the interest rate changing methodology applied in the period of interest subsidy, at the same interest rate periods.

The rules for the determination of transaction interest rate in accordance with the decree are set out in the Consumer Terms and Conditions from time to time in effect.

In the case of loans provided in accordance with Government Decree 341/2011 (XII.29.), after the expiry of the period of interest subsidy the Bank shall establish the interest rate period to be applied as follows, depending on the term remaining to maturity from the expiry of the period of interest subsidy. If the calculated term to maturity exceeds

- a) 16 years, the interest rate period shall be 5 years,
- b) 9 years, but is shorter than 16 years, the interest rate period shall be 4 years,
- c) 3 years, but is shorter than 9 years, the interest rate period shall be 3 years.

After the expiry of the period of interest subsidy, interest rate shall be determined and changed subject to the provisions of these General Business Conditions.

## Unilateral Amendment of Other Contracts to the Detriment of the Customer

**19.13** In the case of agreements concluded with consumer clients for other financial and ancillary financial services apart from lending, and with non-consumer clients for any kind of financial and ancillary financial services (hereinafter for the purposes of this Chapter XIX, the "other contract"), the Bank shall have the right to unilaterally modify the interest rates, fees and costs stipulated in the other contract, or in the List of Terms & Conditions, the Announcement or rulebooks to the detriment of the Customer upon the occurrence of or any change in one or more of the following conditions (the "Preconditions for Modification").

### **19.13.1 Change in the Legal or Regulatory Environment:**

- a) any change in the laws and central bank decrees concerning or related to the Bank's activity and operating conditions closely and directly affecting the legal terms of the crediting or lending, or in other regulations applicable to the Bank on a mandatory basis,
- b) any change in public dues (e.g. taxes) that may be linked to the Bank's activity closely and directly affecting the legal terms as per the credit or loan agreement, any change in the rules concerning mandatory reserves;
- c) any change in the amount or rate of mandatory deposit insurance.

### **19.13.2 Change in Money Market Conditions or in the Macroeconomic Environment**

Change in the cost of funds available for the Bank in HUF or in any foreign currency, or changes in the opportunities to raise funds on the money market, including especially, but not limited to:

- change in the central bank base interest rate, or the central bank repo and deposit interest rates;
- change in the interbank money market interest rates / lending rates;
- shift in the yield curve of the bonds issued by the Hungarian State or the Bank and the swap yield curves relative to each other;
- change in the sovereign risk premium (credit default swap);
- change in the credit rating of Hungary;
- change in the yield of publicly issued securities ensuring refinancing or in the risk rating of the issuer of the securities by a recognized independent credit rating agency, or in the costs related to such rating;
- change in the interest rates paid by the Bank on customer time deposits;
- change in the yield of securities publicly issued by the Bank or by an institution lending to the Bank;
- change in the yields of long-term government securities;
- change in the risk assessment of the Bank or the international Raiffeisen Banking Group (credit default swap);
- change in the free convertibility of Hungarian forint or any foreign currency;
- appreciation or depreciation of Hungarian forint or any foreign currency;
- restriction or contraction of the Bank's right to participate in international money and capital market transactions;
- in the case of loans refinanced by other banks, any change in the refinancing interest rate or credit fee charged by the refinancing bank, or in the risk assessment of the refinancing bank, or any significant change in the operation of such refinancing bank;
- any change in the fee of the guarantee, surety or credit protection provided for the Bank;
- freezing of the money and capital markets in whole or in part, temporary or lasting illiquidity (market disturbance event);
- withdrawal of significant funds deposited at the Bank by the Bank's customers;
- any distortion developing in the pricing of the money, capital or real estate markets;

- liquidation or insolvency proceedings started against Hungarian or foreign bank(s);
- temporary or permanent standstill of the domestic and/or international interbank payment system.

### 19.13.3 Change in the Conditions Influencing the Bank's Risk

a) Any change in the circumstances of the Customer which has an adverse effect on the Customer's financial situation or solvency; in the case of business associations and other enterprises, deterioration of the financial ratios of the Customer (e.g. sales revenue, profit, capitalisation, liquidity), in the case of business associations and other enterprises and legal entities, any disqualifying findings made by the authorities and organisations supervising the Customer's activity concerning the activity of the Customer, any sanctions enforced on the Customer. Reclassification of the Customer or the credit transaction to another risk category based on the Bank's asset rating policy or internal debtor rating policy prepared in compliance with applicable statutory requirements—especially if the Customer's financial position, solvency and stability has changed—if the reclassification into a new risk category justifies changing the measure of impairment and consequently also the risk premium applied.

b) Change in the risk associated with credit transactions or Customers belonging to identical risk categories based on the Bank's asset rating policy or internal debtor rating policy prepared in compliance with applicable statutory requirements, if the change of risk in the given risk category justifies changing the measure of impairment, and consequently also the risk premium applied.

c) A change of at least 10% in the value of the real estate functioning as collateral for the loan or credit provided by the Bank.

d) A change in the value of the collateral securities of the loan or credit provided by the Bank.

e) Any behaviour by the Customer which qualifies as a breach of contract, including failure to fulfil his/her financial obligations undertaken in the loan or credit agreement, or the late fulfilment of such obligations.

f) Change in the risk or the risk factors of certain customer segments or product groups, considering the ratio of the contractual performance and non-contractual performance of the loan or credit agreements belonging to the relevant product group or customer segment.

### 19.13.4 Change in the Conditions Determining the Bank's Operating Costs

- change in the consumer price index;
- change in certain economic factors and costs having significant effect on the Bank's operating costs (e.g. increase in public utility charges, postal and telecommunication charges);
- change in the measure or amount of the fees or costs set out in any agreement between the Bank and third parties or in the relevant laws (e.g. any change in the fees of the enterprises executing outsourced activities for the Bank, GIRO Zrt., or the National Deposit Insurance Fund);
- change in the fees and/or terms of contract of the agents and service providers participating in the administration of payments and the provision of payment services;
- change in the laws and central bank decrees concerning or related to any of the Bank's activities and operating conditions, or in other regulations applicable to the Bank on a mandatory basis;
- change in public dues (e.g. tax) connected to any of the Bank's activities.

**19.14** The change in any condition or circumstance specified in the Preconditions for Modification in itself will not necessarily result in the modification of the relevant interest rate, fee or cost element of the contract. The Bank shall take decision on unilaterally modifying or not the interest rate, fee or cost elements of the contract on the

basis of an examination and thorough analysis of the joint effects of the change in the conditions and circumstances specified in the Preconditions for Modification.

**19.15.1** In the case of other contracts, the Bank shall disclose any modification of the other contract affecting interest rates, fees or costs to the detriment of the Customer fifteen days prior to the entry in force of the modification in an Announcement as well as in the Bank's List of Terms and Conditions, and in the case of the provision of electronic trading services the Bank shall make the modification available to the Customers electronically as well.

**19.15.2** In respect of other contracts, the Bank shall have the right to establish individual interest rates, fees and costs different from those set out in the List of Terms and Conditions or in the Announcement for certain Customers. These individual terms & conditions—accepted by the Customer—are included in the individual agreement with the Customer. The Bank shall have the right to unilaterally modify these individual terms & conditions as well to the detriment of the Customer, subject to the Preconditions for Modification. If any interest rate, fee or cost element set out in any other individual contract is changed unilaterally to the disadvantage of the Customer, the Bank shall besides the Announcement notify the Customer of the change and its exact measure governing for the given Customer directly as well—in writing or in any other way specified in the agreement—fifteen days prior to the entry in force of the modification.

**19.15.3** Unless the Customer terminates his/her other contract concerned by the modification prior to the entry in force of the modification communicated in the way described in Section 19.15.1 or 19.15.2, and repays to the Bank any and all of his/her outstanding debts arising from it, along with the relevant charges, the modified terms & conditions shall be regarded as accepted by the Customer.

**19.16** As far as other contracts are concerned, the Bank shall have the right to modify unilaterally, to the detriment of the Customer any other contractual terms (whether set out in an individual agreement or in a rulebook) which do not contain interest rate, fee or cost elements, as well as these General Business Conditions, subject to the Preconditions for Modification. If the Customer does not accept the modified terms of contract for himself/herself, he/she shall have the right to terminate his/her agreement(s) concluded with the Bank which are affected by the modification in writing by the date of entry in force of the modification. Unless the Customer exercises his/her right of termination within this timeframe, and repays to the Bank all his/her outstanding debts arising from the agreement(s), along with the relevant charges, the modification shall be regarded as accepted by the Customer.

**19.17** If the Bank unilaterally modifies the General Business Conditions or another rulebook in respect of other contracts to the detriment of the Customer, the Bank shall display the modified General Business Conditions or rulebook and the Announcement concerning the amendment fifteen days prior to the entry into force of the amendment in its customer areas, as well as in the Bank's website.

**19.18** Upon the unilateral modification to the detriment of the Customer by the Bank of other contractual terms—not containing interest rate, fee or cost elements—of other contracts set out in an individual agreement, the Customer shall be notified of the modification directly fifteen days prior to the entry in force of the modification, in writing or in any other way specified in the agreement.

**19.19** Unless the Customer terminates his/her other contract concerned by the modification prior to the entry in force of the modification communicated in the way described in Section 19.17 or 19.18, and repays to the Bank any and all of his/her outstanding debts arising from it, along with the relevant charges, the modified terms of contract shall be regarded as accepted by the Customer.

## **19.20 Notification of Customers of the Unilateral Amendment of Contracts Affecting Payment Services**

Of any amendment that affects an interest rate, fee or cost element or other contractual terms of any other contract concerning a service falling within the scope of Act LXXXV of 2009 on the Pursuit of the Business of Payment Services (the "Payment Services Act"), the Bank shall notify consumer clients and customers qualifying as micro enterprises as per the Payment Services Act two months before the proposed effectiveness date of the amendment on paper or in a durable medium (including in particular by disclosure in the Bank's website, or in the form of electronic messages sent in the Raiffeisen DirektNet or Raiffeisen Electra system). In the non-consumer clientele, the Bank shall notify Customers who are legal persons other than micro enterprises and other organisations of any amendment affecting payment services in accordance with the provisions of Sections 19.5.1 to 19.5.2, or Sections 19.17 to 19.18, 15 days prior to the effectiveness date of the amendment.

Unless the Customer notifies the Bank before the effectiveness date of the amendment proposed by the Bank to the effect that he/she does not accept the amendment, the Customer will be deemed to have accepted the amendment. Rejection of the amendment shall qualify as termination with immediate effect of the agreement affected by the amendment. Consumer and micro enterprise Customers shall have the right to terminate with immediate effect their contracts concerning payment services affected by the amendment until the effectiveness date of the amendment free of charge.

The Customer may as well accept the amendment prior to the effectiveness date proposed by the Bank. In the case of acceptance, the amendment shall enter in force on the effectiveness date proposed by the Bank.

Changing the interest rate or the exchange rate concerning the relevant payment service shall not qualify as a unilateral amendment of the contract if the interest rate or exchange rate is based on a reference rate. The modification of the interest rate or exchange rate may be enforced immediately upon the change in the reference rate without any special notice to the Customer.

## **Unilateral Amendment of Contract Not Unfavourable for the Customer**

**19.21** The Bank shall have the right at any time to unilaterally modify any terms and conditions or provisions of the agreement with the Customer, the List of Terms & Conditions, the Announcement, any rulebook, or these General Business Conditions, in a way which is not disadvantageous for the Customer, without giving any specific reasons.

Such modification(s)—not including modification(s) affecting the interest rate, fee or cost elements or other contractual terms of services governed by Act LXXXV of 2009 on the Pursuit of the Business of Payment Services which are advantageous or not disadvantageous for consumer and/or micro business Customers—shall be disclosed on the date of entry into force of the modification at the latest, in the List of Terms & Conditions or in an Announcement; upon the unilateral modification of any interest rate, fee or cost elements or other contractual terms set out in an individual contract which is advantageous or not disadvantageous for the Customer, the Bank shall notify the Customer directly, in writing or in any other way specified in the agreement.

## **Miscellaneous Provisions**

**19.22** During the life of the legal relationship, the Bank shall from time to time review the financial and economic standing of the enterprises using payment services. Upon such periodical reviews, as well as upon the conclusion of a new agreement for payment services or the modification of an existing agreement with the enterprise, the Bank shall examine on the basis of the financial data and other information available on the enterprise whether the given enterprise qualifies as a micro enterprise according to the criteria specified in the Payment Services Act or not. If on



the basis of such examination a Customer which formerly did not qualify as a micro enterprise qualifies as a micro enterprise under the Payment Services Act, or if an enterprise which qualified as a micro enterprise prior to the review fails to qualify as a micro enterprise any longer, the Bank shall reclassify the enterprise, and notify the Customer in writing of such reclassification. The legal consequences of the reclassification shall be applied consistently in respect of all outstanding legal relationships existing between the Customer and the Bank for payment services at the time of the reclassification, without any specific amendment of the relevant agreement.

**19.23** In respect of the loan and credit agreements concluded with the preferred private customers served by the Bank's Private Banking business line, the Bank waives its right to unilaterally modify agreements to the detriment of preferred private customers. Any interest rate, fee, cost or other contractual terms set out in an agreement with preferred private customers may only be modified to the detriment of the Customer in a bilateral manner, upon the declaration of the identical will of the Bank and the preferred private customer.

**19.24** If the amendment of the framework agreement as per Act LXXXV of 2009 on the Pursuit of the Business of Payment Services initiated by the Bank is directed at the discontinuation of a service provided by the Bank under the framework agreement, the parties must settle accounts between themselves, regarding in particular the fees paid by the Customer in advance. In such case the Bank shall be entitled to the pro-rata price of the actually delivered service, with the proviso that the Bank must not charge any fees, costs or other payment obligations in respect of the settlement.

### **19.25 Modification of Interest Rates Tied to Reference Rates where no Quote is Available for the Reference Rate**

**19.25.1** Where no Screen Rate is available or a Market Disruption Event occurs in respect of the Reference Rate used for the calculation of the interest settled on the balance of the payment accounts kept for the Customer—including any interest settled on amounts set aside for specific purposes and kept in sub-accounts opened for the Customer—or for the calculation of the default interest payable by the Customer on any debit balance generating in the payment accounts/sub-accounts, or in respect of the Reference Rate concerning—in any currency—the time deposits kept by the Customer at the Bank, any amount placed at the Bank in the scope of other deposit schemes, and furthermore any amounts managed by the Bank under a special purpose deposit agreement, as well as amounts managed by the Bank in any other type of account that bears interest for the Customer, whether such interest rate is specified in the List of Terms & Conditions, or an Announcement, or an individual contract with the Customer, then in respect of the given interest period the applicable interest rate shall be determined as follows.

#### **Terms and Definitions**

**"BUBOR"** means

- (a) the Screen Rate; or
- (b) if no Screen Rate is available, the arithmetic mean of the rates determined by the Bank which are quoted by the Reference Banks to leading banks in the Hungarian interbank market,

at or before 12:15 a.m. (Budapest time) on the Quotation Day for the offering of deposits in HUF for a period equalling or comparable to the given interest period (rounded upwards to the nearest 1/8 percent unless the Contract provides otherwise).

**"ESTR"** means

- (a) the Screen Rate; or

(b) if no Screen Rate is available, the arithmetic mean of the rates determined by the Bank which are quoted by the Reference Banks to leading banks in the European interbank market as follows,

at or around 9:00 a.m. on the Quotation Day for overnight interbank EUR unsecured loan transactions (rounded upwards to the nearest 1/8 percent).

**"EURIBOR"** means:

- (a) the Screen Rate; or
- (b) if no Screen Rate is available, the arithmetic mean of the rates determined by the Bank which are quoted by the Reference Banks to leading banks in the European interbank market,

at or before 12:30 a.m. (Brussels time) on the Quotation Day for the offering of deposits in EUR for a period equalling or comparable to the given interest period (rounded upwards to the nearest 1/8 percent unless the Contract provides otherwise).

**"LIBOR"** means:

- (a) the Screen Rate; or
- (b) if no Screen Rate is available, the arithmetic mean of the rates determined by the Bank which are quoted by the Reference Banks to leading banks in the European interbank market,

at or around 11:55 a.m. (London time) on the Quotation Day for the offering of deposits in Euro, USD or CHF (depending on the currency of the loan) for a period equalling or comparable to the given interest period (rounded upwards to the nearest 1/8 percent unless the Contract provides otherwise).

**"SARON"** means

- (a) the Screen Rate; or
- (b) if no Screen Rate is available, the arithmetic mean of the rates determined by the Bank which are quoted by the Reference Banks for the leading banks in the European interbank market as follows:

at or around 9:00 a.m. on the Quotation Date for overnight interbank CHF repo transactions, rounded up to the nearest 1/8 of a percent, unless otherwise specified in the Contract.

**"SOFR"** means

- (a) the Screen Rate; or
- (b) if no Screen Rate is available, the arithmetic mean of the rates determined by the Bank which are quoted by the Reference Banks for the leading banks in the European interbank market as follows:

at or around 2:00 p.m. on the Quotation Date for overnight USD repo transactions, rounded up to the nearest 1/8 of a percent, unless otherwise specified in the Contract.

**"SONIA"** means

- (a) the Screen Rate; or
- (b) if no Screen Rate is available, the arithmetic mean of the rates determined by the Bank which are quoted by the Reference Banks for the leading banks in the European interbank market as follows:

at or around 10:00 a.m. on the Quotation Date for overnight unsecured interbank GBP transactions, rounded up to the nearest 1/8 of a percent, unless otherwise specified in the Contract.

**"TONAR"** means

- (a) the Screen Rate; or
- (b) if no Screen Rate is available, the arithmetic mean of the rates determined by the Bank which are quoted by the Reference Banks for the leading banks in the European interbank market as follows:

at or around 3:00 a.m. on the Quotation Date for overnight unsecured and risk-free interbank JPY transactions, rounded up to the nearest 1/8 of a percent, unless otherwise specified in the Contract.

**"Reference Rate"** means the Screen Rate or in the absence of a Screen Rate the interest rate determined by the Bank according to the provisions of Section 19.25.2 "Determination of the Reference Rate in the Temporary Absence of a Screen Rate" below.

**"Reference Banks"** mean OTP Bank Nyrt., UniCredit Bank Zrt. and K&H Bank Zrt. with respect to BUBOR, Raiffeisen Bank International AG Vienna, Deutsche Bank AG and BNP Paribas SA Paris with respect to EURIBOR and ESTR, Barclays Bank Plc London, JP Morgan Chase Bank NA London and HSBC Bank Plc London with respect to LIBOR, and UBS, Credit Suisse and Zürcher Kantonalbank with respect to SARON,

in relation to SOFR and SONIA, Barclays Bank Plc London, JP Morgan Chase Bank NA London, and HSBC Bank Plc London,

in relation to TONAR, Nomura Bank International Plc, MiZUHO International Plc, and Sumitomo Mitsui Banking Corporation.

**"Quotation Day"** means with respect to

- a) BUBOR, the second Hungarian banking day preceding the given interest period,
- b) EURIBOR, two TARGET Days before the relevant interest period,
- c) LIBOR, two business days before the relevant interest period (in case of GBP it means the first day of the relevant interest period),
- d) The on-demand interest rate on a payment account linked to an ESTR, SARON, SOFR, SONIA or TONAR Screen Rate is established daily, except on weekends and public holidays, on the basis of the Screen Rate published on the previous day (repricing), with the interest period meaning the period from the previous repricing to the next repricing.

**"Screen Rate"** means

- a) in the case of BUBOR (Budapest Interbank Offered Rate) in respect of any interest period the interbank lending interest rate (rounded upwards to the nearest 1/8 percent unless the Contract provides otherwise) expressed in annual percentages which is calculated by the National Bank of Hungary from the offers of active interest rate quoting banks and disclosed on the "BUBOR=" screen of the Reuters terminal on the second Hungarian banking day preceding the given interest period at or before 12.15 a.m. Budapest time; and
- b) For ESTR (Euro Short-Term Rate), the average interest rate (rounded upwards to the nearest 1/8 percent) reflecting the euro area banks' unsecured overnight borrowing costs in euro, as published by the European Central Bank (ECB) on its website on the ECB's Market Information Dissemination (MID) platform for each TARGET2 business day, based on transactions with a maturity of T+1 days (which is reported on T. day) - no later than 9:00 a.m. on the following TARGET2 business day;
- c) in the case of EURIBOR (EURO Interbank Offered Rate) in respect of any interest period the interbank lending interest rate expressed in annual percentages (rounded upwards to the nearest 1/8 percent unless the Contract provides otherwise) which is quoted for the same duration as the given interest period and disclosed

on the "EURIBOR=" screen of the Reuters terminal two TARGET Days before the relevant interest period—on the date the interest rate concerning the relevant period is set—at or before 12.30 a.m. Budapest time; and

- d) in the case of LIBOR (London Interbank Offered Rate) in respect of any interest period the interbank lending interest rate expressed in annual percentages (rounded upwards to the nearest 1/8 percent unless the Contract provides otherwise) which is quoted for the same duration as the given interest period and disclosed on the "LIBOR" screen of the Reuters terminal two business days before the relevant interest period—on the date the interest rate concerning the relevant period is set—at or around 11:55 a.m. London time,
- e) in the case of SARON (Swiss Average Rate Overnight) it means the interbank borrowing rate for each interest period (rounded up to the nearest 1/8 of a percent, unless otherwise specified in the Contract), which is calculated as the volume-weighted average interest rate for Swiss francs on overnight CHF repo transactions on the basis of the transactions and quotes published in the Swiss repo market on the second business day prior to the start date of the relevant interest period and which is published by SIX Group Services Ltd. on the business day prior to the start date of the relevant interest period on its website at 18:00 ([https://www.six-group.com/exchanges/indices/data\\_centre/swiss\\_reference\\_rates/reference\\_rates\\_en.html](https://www.six-group.com/exchanges/indices/data_centre/swiss_reference_rates/reference_rates_en.html)),
- f) in the case of SONIA (Sterling Overnight Index Average), for each interest period it means the volume-weighted average effective interest rate on unsecured overnight interbank transactions in sterling (rounded up to the nearest 1/8 of a percent unless otherwise specified in the Contract), calculated by the Bank of England for the second business day preceding the start date of the relevant interest period on the basis of the previous day's turnover data submitted by the UK banks and published in its website (<https://www.bankofengland.co.uk/markets/sonia-benchmark>) at 10:00 a.m. on the business day preceding the start date of the relevant interest period,
- g) in the case of SOFR (Secured Overnight Financing Rate), for each interest period it means the average interest rate determined as the volume-weighted median of the US dollar repo data collected by the Bank of New York Mellon (BNYM) (rounded upwards to the nearest 1/8 of one percent unless otherwise specified in the Contract) calculated for the second business day prior to the interest period commencement date based on the previous day's repo turnover data and published at 2:00 p.m. on the business day prior to the interest period commencement date in the following website: <https://apps.newyorkfed.org/markets/autorates/SOFR>,
- h) in the case of TONAR (Tokyo Overnight Average Rate) it means for each interest period the interest rate for unsecured and risk-free overnight interbank transactions in Japanese yen (rounded up to the nearest 1/8 of one percent unless otherwise specified in the Contract) calculated by the Bank of Japan for the second business day preceding the start date of the relevant interest period on the basis of the previous day's turnover and published at 3:00 a.m. on the business day preceding the start date of the relevant interest period in its website: [https://www3.boj.or.jp/market/en/menu\\_m.htm](https://www3.boj.or.jp/market/en/menu_m.htm),
- i) and if the agreed page is replaced or the service ceases to be available, the Bank may specify another page or service displaying the appropriate rate.

## 19.25.2 Changes in the Calculation of Interest

### Determination of the Reference Rate in the Temporary Absence of a Screen Rate

If the applicable Screen Rate is temporarily unavailable, the Reference Rate is to be determined based on the interest rates quoted by the Reference Banks—but if a Reference Bank does not supply a quotation by 12:00 noon on the Quotation Day, the applicable Reference Rate shall be determined on the basis of the quotations of the remaining Reference Banks—and the arithmetic mean of such quotations shall be accepted as the applicable Reference Rate.

## Market Disruption

- (a) If a Market Disruption Event occurs, the rate of interest for the respective interest period shall be the percentage rate per annum which is the sum of:
- (i) the Interest Premium; and
  - (ii) the interest rate of the hedged central bank instrument in the given currency.
- (b) **"Market Disruption Event"** shall have the following meaning:
- at or about 12:00 noon on the Quotation Day for the relevant Interest Period the Screen Rate is not available and none or only one of the Reference Banks supplies a rate to the Bank to determine the applicable Reference Rate for the relevant currency and Interest Period; and the cause of these is not the occurrence of a Reference Rate Replacement Event as per Part One, Section XIX.19.26 of these General Business Conditions.
- (c) **"Interest Premium"** shall have the following meaning:
- the positive or negative value of the interest rate as determined in the Contract which is to be added to the Screen Rate.

### 19.25.3 Supplementary Provisions for Private Banking Customers

In respect of the default interest rates applicable to the different currencies determined in the Bank's List of Terms & Conditions for Private Banking Customers, the following Reference Rates shall be applied:

- for the PLN currency: WIBOR
- for the SEK currency: STIBOR
- for the CZK currency: PRIBOR
- for the RON currency: ROBOR
- for the DKK currency: CIBOR
- for the NOK currency: NOKIBOR
- for the RUB currency: MOSPRIME

In case there are no quotes available for any of the above Reference Rates, the default interest rate shall be identical with the sum of the Reference Rate last quoted for the given currency and the interest premium determined for the given currency in the List of Terms & Conditions for Private Banking Customers.

### 19.26 Modification of Interest Rates Tied to Reference Rates upon the Discontinuation or Significant Change of the Quotation of the Reference Rate

**19.26.1** In case a Reference Rate Replacement Event occurs in respect of the Reference Rate used for the calculation of the interest settled on the balance of the payment accounts kept for the Customer—including any interest settled on amounts set aside for specific purposes and kept in sub-accounts opened for the Customer—or for the calculation of the default interest payable by the Customer on any debit balance generating in the payment accounts/sub-accounts, or in respect of the Reference Rate concerning—in any currency—the time deposits kept by the Customer at the Bank, any amount placed at the Bank in the scope of other deposit schemes, and furthermore any amounts managed by the Bank under a special purpose deposit agreement, as well as amounts managed by the Bank in any other type of account that bears interest for the Customer, whether such interest rate is specified in the List of Terms & Conditions, or an Announcement, or an individual contract with the Customer, then the Bank shall have the right to initiate in its sole discretion any amendment in respect of the List of Terms & Conditions or

Announcement affected by the Reference Rate Replacement Event or the contract concerning the provision of the above services (all these jointly and severally, the "Contract"), the purpose of such amendment being:

- (a) to provide for the use of a Replacement Benchmark in relation to the given currency in place of that Reference Rate; and
- (b)
  - (i) to align any provision of the Contract to the use of that Replacement Benchmark;
  - (ii) to introduce provisions connected to the calculation of the interest rate as per the Contract concerned on the basis of the Replacement Benchmark;
  - (iii) to implement market standards applicable to such Replacement Benchmark;
  - (iv) to determine appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or
  - (v) to adjust the pricing in order to reduce or eliminate, to the extent reasonably practicable, any economic surplus value generating at any Party as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation).

The Bank shall give notice to the Customer of the amendment of the Contract related to the use of the Replacement Benchmark before the entry into force of such amendment in accordance with the notification rules set out in Part One, Section XIX.19.20 of these General Business Conditions; which amendment shall be deemed to have been accepted by the Customer unless the Customer terminates his/her contracts affected by the amendment by the day preceding the entry into force of the amendment at the latest.

In case as a result of a Reference Rate Replacement Event the quotation of the Reference Rate is discontinued before the entry into force of the Replacement Benchmark, then instead of the given, discontinued Reference Rate its last quoted value will be used in the temporary period lasting until the entry into force of the Replacement Benchmark (therefore the interest rate applicable in the temporary period shall be the sum of the last quoted value of the discontinued Reference Rate and the interest premium).

## 19.26.2 Terms and Definitions

### "Reference Rates":

For the HUF currency:

**"BUBOR"** (Budapest Interbank Offered Rate) means in respect of any interest period the interbank lending interest rate (rounded upwards to the nearest 1/8 percent unless the Contract provides otherwise) expressed in annual percentages which is calculated by the National Bank of Hungary from the offers of active interest rate quoting banks and disclosed on the "BUBOR=" screen of the Reuters terminal on the second Hungarian banking day preceding the given interest period at or before 12.15 a.m. Budapest time. The reference rate will be calculated on a 360-day basis.

For the EUR currency:

**"EURIBOR"** (EURO Interbank Offered Rate) means in respect of any interest period the interbank lending interest rate expressed in annual percentages (rounded upwards to the nearest 1/8 percent unless the Contract provides otherwise) which is quoted for the same duration as the given interest period and disclosed on the "EURIBOR=" screen of the Reuters terminal two TARGET Days before the relevant interest period—on the date the interest rate

concerning the relevant period is set—at or before 12.30 a.m. Budapest time. The reference rate will be calculated on a 360-day basis.

**"TARGET Day"** means any day when payments in EUR are settled through the Trans-European Automated Real-Time Gross Settlement Express Transfer System.

For the CHF, GBP and USD currencies:

**"LIBOR"** (London Interbank Offered Rate) means in respect of any interest period the interbank lending interest rate expressed in annual percentages (rounded upwards to the nearest 1/8 percent unless the Contract provides otherwise) which is quoted for the same duration as the given interest period and disclosed on the "LIBOR" screen of the Reuters terminal two business days before the relevant interest period—on the date the interest rate concerning the relevant period is set—at or around 11:55 a.m. London time. The reference rate will be calculated on a 360-day basis.

As regards the CHF currency after the discontinuation of LIBOR:

In the case of **"SARON"** (Swiss Average Rate Overnight) it means the interbank borrowing rate for each interest period (rounded up to the nearest 1/8 of a percent, unless otherwise specified in the Contract), which is calculated as the volume-weighted average interest rate for Swiss francs on overnight CHF repo transactions on the basis of the transactions and quotes published in the Swiss repo market on the second business day prior to the start date of the relevant interest period and which is published by SIX Group Services Ltd. on the business day prior to the start date of the relevant interest period on its website at 18:00 ([https://www.six-group.com/exchanges/indices/data\\_centre/swiss\\_reference\\_rates/reference\\_rates\\_en.html](https://www.six-group.com/exchanges/indices/data_centre/swiss_reference_rates/reference_rates_en.html)). The reference interest rate is calculated on a 360-day basis for GBP after the discontinuation of LIBOR.

In the case of **"SONIA"** (Sterling Overnight Index Average), for each interest period it means the volume-weighted average effective interest rate on unsecured overnight interbank transactions in sterling (rounded up to the nearest 1/8 of a percent unless otherwise specified in the Contract), calculated by the Bank of England for the second business day preceding the start date of the relevant interest period on the basis of the previous day's turnover data submitted by the UK banks and published in its website (<https://www.bankofengland.co.uk/markets/sonia-benchmark>) on the business day preceding the start date of the relevant interest period. The reference interest rate is calculated on a 360-day basis for USD after the discontinuation of LIBOR.

In the case of **"SOFR"** (Secured Overnight Financing Rate), for each interest period it means the average interest rate determined as the volume-weighted median of the US dollar repo data collected by the Bank of New York Mellon (BNYM) (rounded upwards to the nearest 1/8 of one percent unless otherwise specified in the Contract) calculated for the second business day prior to the interest period commencement date based on the previous day's repo turnover data and published on the business day prior to the interest period commencement date in the following website: <https://apps.newyorkfed.org/markets/autorates/SOFR>. The reference interest rate is calculated on a 360-day basis for JPY after the discontinuation of LIBOR.

In the case of **"TONAR"** (Tokyo Overnight Average Rate) it means for each interest period the interest rate for unsecured and risk-free overnight interbank transactions in Japanese yen (rounded up to the nearest 1/8 of one percent unless otherwise specified in the Contract) calculated by the Bank of Japan for the second business day preceding the start date of the relevant interest period on the basis of the previous day's turnover and published on the business day preceding the start date of the relevant interest period in its website: [https://www3.boj.or.jp/market/en/menu\\_m.htm](https://www3.boj.or.jp/market/en/menu_m.htm). The reference rate is calculated on a 360-day basis.



**"Relevant Nominating Body"** means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them, or the Financial Stability Board.

**"Replacement Benchmark"** means a benchmark rate which is:

- (a) formally designated, nominated or recommended as the replacement for a Reference Rate by:
- (i) the administrator of that Reference Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by that Reference Rate); or
  - (ii) any Relevant Nominating Body,
- and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above; or
- (b) in the opinion of the Bank, generally accepted in the international or any relevant domestic money markets as the appropriate successor to that Reference Rate.

**"Reference Rate Replacement Event"** means, in relation to a Reference Rate:

- (a) the methodology, formula or other means of determining that Reference Rate has, in the opinion of the Bank, materially changed;
- (i)
    - (A) the administrator of that Reference Rate or its supervisor publicly announces that such administrator is insolvent; or
    - (B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Reference Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Reference Rate;

- (ii) the administrator of that Reference Rate publicly announces that it has ceased or will cease, to provide that Reference Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Reference Rate;
  - (iii) the supervisor of the administrator of that Reference Rate publicly announces that such Reference Rate has been or will be permanently or indefinitely discontinued; or
  - (iv) the administrator of that Reference Rate or its supervisor announces that that Reference Rate may no longer be used; or
- (b) the administrator of that Reference Rate determines that that Reference Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
- (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Bank) temporary; or
  - (ii) that Reference Rate is calculated in accordance with any such policy or arrangement for a period no less than 30 days; or

- (c) in the opinion of the Bank, that Reference Rate is otherwise no longer appropriate for the purposes of calculating interest under the Agreement.

### 19.26.3 Supplementary Provisions for Private Banking Customers

Further Reference Rates applied in the Bank's List of Terms & Conditions for Private Banking Customers to determine default interest are as follows:

For the PLN currency:

**"WIBOR"** means Warsaw Interbank Offered Rate

For the SEK currency:

**"STIBOR"** means Stockholm Interbank Offered Rate

For the CZK currency:

**"PRIBOR"** means Prague Interbank Offered Rate

For the RON currency:

**"ROBOR"** means Romanian Interbank Offered Rate

For the DKK currency:

**"CIBOR"** means Copenhagen Interbank Offered Rate

For the NOK currency:

**"NOKIBOR"** means Norwegian Interbank Offered Rate

For the RUB currency:

**"MOSPRIME"** means Moscow Prime Interbank Offered Rate

Upon the occurrence of a Reference Rate Replacement Event concerning the above reference rates, instead of assigning a Replacement Benchmark the Bank shall use as default interest an interest rate calculated on the basis of the last quoted value of the affected reference rate and the interest premium valid in the given moment as disclosed in the List of Terms & Conditions for Private Banking Customers, as a fixed interest rate going forward.

### Modification of the Agreement under the Mutual Consent of the Parties

**19.27** The Bank and the Customer shall have an unlimited right to modify any agreement concerning financial and ancillary financial services under mutual consent, in writing.

**19.28** If the Bank wishes to modify agreements concerning financial or ancillary financial services—not inclusive of payment services—so that the modification would affect a larger number of customers, or a specific customer segment as a whole, the Bank shall have the right to make a written offer for the amendment. Unless the Customer makes a statement within the timeframe specified in the offer for the modification of the agreement, which timeframe should not be shorter than fifteen days from the receipt of the offer by the Customer, to the effect that he/she does not accept the offer, or that he/she accepts it with a different content, the modification shall take effect with the content specified in the offer. If within the timeframe specified in the offer for the amendment the Customer makes a statement in writing to the effect that he/she does not accept the Bank's offer, or wishes to accept it with a different content, then the agreement concluded earlier between the Customer and the Bank shall remain in force with unchanged content.

## XX. Termination of Agreements

- 20.1** Apart from other cases specified in the law, an agreement between the Bank and the Customer shall end:
- if both parties have performed the transaction identified as the subject of the agreement;
  - upon the mutual written consent of the parties, on a date determined by mutual consent between the Bank and the Customer;
  - with an ordinary termination notice delivered in writing, after the lapse of the time stipulated in the notice;
  - with an immediate termination notice delivered in writing by either party, provided the preconditions for immediate termination are given;
  - upon the discontinuation without a legal successor of a Customer qualifying as an Enterprise / Organisation;
  - upon the Bank's discontinuation.
- 20.2** The Bank shall have the right any time to exercise immediate termination:
- (a) if the Customer is in default in excess of 30 days regarding the fulfilment of any payment obligation arising from an individual agreement with the Bank, and fails to remedy such default even upon the Bank's request;
  - (b) if the Customer or any third party obligor is in gross default regarding any provision of an individual agreement concluded with the Bank, the rules of the relevant business line, or the Bank's General Business Conditions, and—provided that the default may be remedied—fails to remedy such default upon the Bank's request;
  - (c) if such a significant change takes place in the financial situation or legal status or other circumstances of the Customer or any third party obligor as may jeopardise the fulfilment of the payment or other liabilities of the Customer or third party obligor, including especially if enforcement, insolvency, liquidation or involuntary dissolution proceedings are started against the Customer or third party obligor, or if the Bank becomes aware of such proceedings being in progress;
  - (d) if mortgage has been registered on some real estate in favour of the Bank as collateral security to a transaction, and such a significant change or deterioration takes place in the legal or physical condition of the real estate as jeopardises the Bank taking satisfaction from the real estate as collateral security, or if a right of foreclosure is registered on the real estate in favour of a third party;
  - (e) if the Customer obstructs the periodical revaluation of the collateral security stipulated in favour of the Bank, as required by the Bank from time to time, and will not stop this behaviour even upon the Bank's request;
  - (f) if the Customer or a third party obligor is supposed to pay any kind of insurance as collateral security to a transaction, and fails to do so, or fails to certify the continuous payment of the insurance premium despite the Bank's request, or makes a statement towards terminating the insurance, or commits such insurance as collateral security to other debts as well,
  - (g) if the Customer fails to provide sufficient collateral or fails to supplement his existing collateral securities upon the Bank's request;
  - (h) if the Customer or any third party obligor is in material default regarding any of his agreements with any credit institution, or any member of the Raiffeisen Group, considering that this shall also qualify as a breach in respect of the individual agreement concluded with the Bank;

- (i) if after the execution of the agreement the suspicion arises that the Customer or any third party obligor has supplied false data or concealed significant facts; or if the Bank obtains information knowing which it would not have concluded the agreement,
- (j) the Customer's behaviour materially breaches the values set out in the Code of Conduct of the RBI Group,
- (k) is required to do so by law or by a decision of a public authority.

Wherever "third party obligor" is mentioned in this section, by this any and all persons assuming some obligation in connection with the Customer's individual agreement concluded with the Bank—especially joint and several guarantors, pledgors and mortgagors, collateral providers, etc.—are meant.

The cause for immediate termination specified in paragraph (h) of this section is to be applied only and exclusively for agreements concluded with non-consumers.

**20.3** The Customer shall have the right to terminate the framework agreement between the Bank and the Customer concerning the payment services governed by Act LXXXV of 2009 on the Rendering of Payment Services at a notice of thirty days, without giving his reasons. If the framework agreement between the Bank and the Customer is for an unspecified period of time, or for a period of time in excess of six months, then after the lapse of six months the Customer shall have the right to terminate the framework agreement free of any fees, charges and other payment liabilities. In any other cases, in the event of a termination notice filed by the Customer the Bank shall be entitled to reimbursement for actual and indirect costs incurred by it in respect of the termination.

The Bank shall have the right to terminate any agreement concluded for an indefinite term at 2 months' notice. The Bank shall further have the right to terminate the framework agreement as per this section with immediate effect if the Customer is in a gross or repeated default regarding his obligations set out in the framework agreement.

**20.4** Upon the termination or discontinuation of the framework agreement, the parties shall settle accounts with each other simultaneously with the termination, or where relevant by the last day of the termination period. Upon the termination or discontinuation of the framework agreement, the Bank shall be entitled to the proportionate part of the price of any service actually delivered under the framework agreement. In the event of the termination of a payment account kept under the framework agreement, if the Customer has another payment account kept in the same currency, the Bank shall transfer the credit balance available in the terminated account to such account, unless the Customer has given specific instructions concerning the account balance, having regard to the termination of the payment account.

**20.5** If any agreement is ended by way of a termination notice, the Customer's debt owed to the Bank shall become immediately due and payable. Upon the termination of the agreement, the Bank's claims on the Customer and its entitlement to enforce such claims—as well as the collateral securities of the agreement—shall remain effective until the Bank's claims have paid back in full.

**20.6** Upon the death of a natural person Customer, the agreements concluded by the Customer with the Bank shall remain in force and effect with the same content, subject to the following exceptions.

Upon the death of the Customer, any overdraft facility agreement and credit card agreement shall automatically become void. Any other loan, credit and credit type agreements shall remain in effect; however, no new loans may be drawn or used on the basis of these, i.e. the Bank shall not disburse any additional amounts from the credit lines kept available for the Customer under the agreements.

Upon the Customer's death, all agreements concluded by the Customer with the Bank for financial services and any related supplementary services which may be used with devices (e.g. bank card) and identification codes and

passwords connected to the Customer's person (including especially the Raiffeisen Direkt, Electronic Channel and Raiffeisen Mobile Banking services) shall become void without any special legal acts, and the Bank shall disable these passwords immediately and with a final effect upon becoming aware of the Customer's death.

The bank account agreement concluded with the Customer shall remain in effect; however, the right of disposal of the persons registered by the Customer at the Bank who were given right of disposal over the bank account shall end upon the Customer's death. The Bank shall automatically disable the (additional) debit and credit cards issued for such authorised persons, as well as the identification codes and passwords providing access to the Customer's bank account (including especially the codes and passwords connected to the Raiffeisen Direkt, Electronic Channel and Raiffeisen Mobile Banking services). The Bank shall not execute any more orders of an investment nature given by the Customer in respect of the bank account.

## **XXI. Complaints and Complaint Management**

**21.1** The Bank shall ensure that the Customer may lodge a complaint about the Bank's conduct, activity or omission orally (in person, by telephone) or in writing (in person or by a document delivered by another person, by mail or by e-mail). The rules on complaint handling also apply to a person who contacts the Bank in order to obtain a service but does not use the service.

The detailed rules for handling complaints are set out in the Bank's Customer Complaint Handling Policy.

### **21.2 Protests Connected to the Central Credit Information System ("KHR")**

**21.2.1** A person with KHR records may file a protest on account of the transfer of his reference data to the financial enterprise managing KHR, or their management by the financial enterprise managing KHR, and request his reference data to be corrected or deleted. The protest should be filed with the reference data provider transferring the protested reference data to the financial enterprise managing KHR, or with the financial enterprise managing KHR.

The financial enterprise managing KHR shall within two business days of receipt send the protest—with simultaneous notice to person having records in KHR—to the reference data provider which transferred the protested reference data to the financial enterprise managing KHR, unless the reference data provider has been terminated without a successor, and without the claim arising from the agreement constituting the subject-matter of the data supply being assigned to another reference data provider, or unless the identity of the reference data provider cannot be established.

**21.2.2** The Bank as a reference data provider shall investigate the protest within five business days of receipt, and inform the Customer as the person included in KHR of the results of the investigation immediately, but not later than within two business days of the closing of the investigation in writing, in the form of a document sent by certificate of delivery.

If the Bank thinks the protest is justified, it shall immediately, but not later than within five business days of receipt transfer the corrected or deletable reference data—with simultaneous notice to person having records in KHR—to the financial enterprise managing KHR, which shall within two business days update its records on the basis of the change.

**21.2.3** If the reference data provider has been terminated without a successor, and without the claim arising from the agreement constituting the subject-matter of the data supply being assigned to another reference data provider, or if the identity of the reference data provider cannot be established, the protest shall be investigated by the financial enterprise managing KHR.

**21.3** Unless provided otherwise in an agreement between the Bank and the Customer which is governed by these General Business Conditions, in respect of any matter which is unregulated in these General Business Conditions, Hungarian law, including especially the Civil Code of Hungary, effective laws concerning payments, Act CXXII of 2011 on the Central Credit Information System, and other legal instruments of public administration shall be governing.

**21.4** For further detailed rules of complaint management, see the Bank's Complaint Management Rules, which is available in the Bank's website ([www.raiffeisen.hu](http://www.raiffeisen.hu)), and at its branches.

**21.5** The Bank's reply letter on the Customer's complaint communicated verbally or in writing, or on a protest as per Section 21.2, as well as the minutes taken on the complaint, and any related documents shall be sent to the Customer's notification address reported by the Customer to the Bank.

If the consumer Customer has sent the complaint from his/her e-mail address notified for the purposes of communication and registered by the Bank, the Bank shall also send the response including its reasoned opinion related to the complaint electronically, unless the consumer Customer orders otherwise.

In the case of Customers not qualifying as consumers—including in particular commercial companies, other legal persons and organisations—considering that in the course of the management of their complaints the protection of data sent through e-mail and qualifying as bank or business secrets against third parties unauthorised to know such data is not ensured all-inclusively, the Bank shall have the right in its discretion to send its reply related to the complaint through another communication channel specified in these General Business Conditions (GBC) to the Customer.

**21.7** The Bank shall retain the complaint and its response to the complaint for a period of 5 years, and shall present the same upon the request of the Supervision.

## **XXII. Rules of Quasi Contract**

### **22.1 Retention of the Account Balance**

In the event of the termination of a payment account kept under the framework agreement, if the Customer has no other bank account left that is kept in the same currency, the Bank shall manage and retain the available credit balance in accordance with the rules of quasi contract, unless the Customer has given specific instructions concerning the account balance.

The Customer shall be informed of the amount to be managed by the Bank in accordance with the rules of quasi contract in the last account statement sent after the termination of the bank account. The duration of management in accordance with the rules of quasi contract shall be 5 years.

In the event of the termination of the account the Bank shall transfer the amount of the available credit balance on the date of termination of the account to a limited-purpose, segregated account of the Bank attached to the Customer on which no interest is paid, and which is kept in the currency of the account balance (quasi-contract account). The Bank keeps quasi-contract accounts according to currencies, which means that if several accounts of a single customer kept in the same currency are terminated, the Bank shall retain the account balances in one quasi-contract account, whereas if accounts of the customer that are kept in different currencies are terminated, the balances will be kept in different quasi-contract accounts according to currencies, therefore there may be several quasi-contract accounts attached to the Customer.

The limited purpose of a quasi-contract account means that the following transactions may take place in the account: crediting connected to taking the account balance in custody, debiting of fees and charges as per the

relevant terms and conditions, release of the full balance through cash withdrawal or its transfer to a bank account within the Bank, and upon the expiry of the term of management in accordance with the rules of quasi contract, simultaneously with the termination of the quasi-contract account, removal of the remaining balance.

The Bank shall pay no interest on the retained amount, and considering that the quasi-contract account is an account of the Bank, no parties may be authorised to dispose of the same.

For the duration of management in accordance with the rules of quasi contract, the Bank shall have the right to charge fees and costs per quasi-contract account related to the safekeeping and to the release of the held amount. The Bank shall have the right to reduce the amount managed in accordance with the rules of quasi contract with the amount of any fees and charges arising in connection with the safekeeping and release of the held amount. The terms of condition of quasi contract are included in the Quasi-Contract List of Terms & Conditions. Upon the personal request of the authorised recipient, the Bank shall issue a statement on the fees and charges deducted from the amount managed in accordance with the rules of quasi contract.

The Bank shall have the right to review annually the fees and charges specified in the List of Terms & Conditions and incurred in relation to the quasi contract, and to amend the measure of such fees and charges. The Bank shall publish any change in the fees and charges payable by the customer by 1 April each year at the latest in the List of Terms & Conditions. Upon any change in fees and charges—in accordance with the general rounding rules—the Bank shall apply integer HUF amounts, and in the case of fees and charges specified in percentages, measures rounded to two decimal places. The Bank reserves the right not to apply the amendment of fees and charges once or even several times.

The authorised recipient may submit his/her request for the release of the retained amount in-person at any branch of the Bank, and the Bank shall release the retained amount to the authorised recipient in the way specified in the List of Terms & Conditions. The Bank shall release the amount managed in the quasi-contract account to the authorised recipient in lump sum, and shall not make partial payments from the balance. The procedure described above does not qualify as a financial service, and for the rights and obligations related to the quasi contract that are not regulated in this section only and exclusively the provisions of the Civil Code shall be governing as applicable.

Any amount that is being held by the Bank upon the entry into force of this provision shall also be managed and kept by the Bank in accordance with this section starting from the effectiveness date of this section.

### **22.2 Retention of Amounts Other than Account Balances**

Any other amount that is due to the Customer and is not taken over by the Customer and that remains not after the termination of a payment account shall be retained and managed by the Bank in accordance with the rules of quasi contract, and transferred to a limited-purpose, segregated account attached to the Customer on which no interest is paid, and which is kept in the currency of the amount (quasi-contract account). The duration of management in accordance with the rules of quasi contract shall be 5 years from the day when the claim becomes due.

The limited purpose of a quasi-contract account means that the following transactions may take place in the account: crediting connected to taking the amount in custody, release of the full balance through cash withdrawal or its transfer to another bank account within the Bank, and upon the expiry of the term of management in accordance with the rules of quasi contract, simultaneously with the termination of the quasi-contract account, removal of the remaining amount.



The Bank may not charge any fees or costs in relation to the holding of the amount, it shall pay no interest on the retained amount, and considering that the quasi-contract account is an account of the Bank, no parties may be authorised to dispose of the same.

The procedure described above does not qualify as a financial service, and for the rights and obligations related to the quasi contract that are not regulated in this section only and exclusively the provisions of the Civil Code shall be governing as applicable.

Any amount that is being held by the Bank upon the entry into force of this provision shall also be kept by the Bank in accordance with this section starting from the effectiveness date of this section.

## PART 2

### SPECIAL PROVISIONS CONCERNING THE DIVERSE TRANSACTIONS AND SERVICES

#### **I. Account Keeping**

**1.1** On the basis of the framework agreement concluded with the Customer, the Bank opens and keeps payment account(s) on behalf of the Customer in HUF and in the currencies specified in the List of Terms and Conditions from time to time in effect, in view for the administration the Customer's payment turnover and the fulfilment of payment transactions in the scope of this.

For Customers obligated to keep payment accounts under effective laws concerning payments, the Bank keeps transactional accounts, and for natural persons the Bank keeps non-transactional payment accounts.

In connection with the management of its receivables due from the Customer, the Bank may keep a separate sub-account. In such case, the sole owner of this sub-account and the only party entitled to dispose of it shall be the Bank.

**1.2** For natural persons aged 14 to 18, payment accounts shall be opened and kept only upon the written consent of a legal representative.

**1.3** On credit balances serving as the coverage to payments and managed in a payment account designated by the Customer's name, interest shall only be paid if it is expressly provided in the framework agreement with the Customer.

Interest shall be calculated, depending on the currency of the payment account and the agreement with the Customer, on the basis of the following formula:

$$\frac{\text{principal} \times \text{interest rate in \%} \times \text{number of days}}{36,500}$$

In accordance with statutory requirements, the amount of personal income tax („interest tax“) and social contribution tax („social contribution tax“) on interest income shall be deducted from the amount of interest payable to the Customer.

In the case of a non-natural person Customer, a negative interest rate may as well be stipulated as on-demand debit interest. If negative interest rate is stipulated, or if the value of the interest rate specified in the framework agreement of a non-natural person Customer that is linked to a market reference rate takes on a value of zero or less than zero as a result of a change in the reference interest rate, then the Bank shall not pay any interest, and the Customer shall pay the Bank an amount calculated on the basis of the negative interest rate using the above formula.

**1.4** If the payment account has an unpermitted debit balance, a penalty specified in the List of Terms and Conditions from time to time in effect shall be charged on the amount of the overdraft. The penalty shall be calculated on the basis of the formula set out in Section 2/IV.4.6 of these General Business Conditions.

**1.5** The Bank shall terminate the framework agreement if within ninety days after the opening of a transactional bank account the Customer fails to certify by presenting a document—not older than thirty days—issued by the organisation (court or other organisation) where the Customer is registered to the effect that he has been entered in the register of such organisation.

**1.6** As regards the Bank's Retail and Premium Customers, the amount of the Customer's past due and payable debts owing to the Bank shall be recorded in a claim registration account connected to the bank account. On the amount of any registered claim, upon the settlement thereof the Customer shall pay the Bank the default interest rate specified in the List of Terms and Conditions concerning retail customers. Default interest shall be calculated on the basis of the formula set out in Section 2/IV.4.6 of these General Business Conditions.

## **1.7 Statement of Fees**

The purpose of the statement of fees is to ensure the transparency and comparability of the fees charged on the payment accounts of natural person Customers. The statement of fees shall be prepared by the Bank on the basis of the template included in the annex to Commission Implementing Regulation (EU) 2018/33 of 28 September 2017 laying down implementing technical standards with regard to the standardised presentation format of the statement of fees and its common symbol according to Directive 2014/92/EU of the European Parliament and of the Council.

The Bank once a year, by 31 January following the relevant calendar year at the latest, will make available to its natural person Customers free of charge a statement on all fees incurred in connection with the use of the services related to the payment account of the natural person Customer, and where applicable on the interest rates applied for the payment account, i.e. the statement of fees. For each payment account of a natural person Customer, a separate statement of fees shall be prepared; the statement of fees shall cover a calendar year, from 1 January to 31 December, or if the payment account is terminated during the calendar year, a period lasting until the date of termination.

For credit card accounts, no statement of fees shall be prepared, considering that the Bank does not provide a credit card service meeting the concept set out in Annex No. 5 to these General Business Conditions, i.e. it does not issue credit cards attached to payment accounts, but in the case of a credit card the main service is the provision of the credit line and the loans, and further considering that in connection with the credit card the Bank provides information on a monthly basis in accordance with the Act on Credits for Consumers.

To a natural person Customer with Raiffeisen DirektNet, the statement of fees shall be made available in Raiffeisen DirektNet, under the Account Statements menu, irrespective of the way in which the Bank sends the statements of account to the Customer. In addition to the above, as regards Customers who receive statements of account by mail or by personal delivery at a branch, in the case of a Private Banking Customer the statement of fees shall be made available to the Customer in accordance with the provisions of the payment account agreement concluded with the Private Banking Customer, and in the case of any other natural person Customer in accordance with the provisions of the Bank's Consumer Banking Business Conditions, in the same way as instructed by the Customer for statements of account, either sent to the Customer's mailing address or by in-person delivery at a branch.

Upon the Customer's request, the statement of fees will be provided to the Customer on paper as well (in case it is provided to the Customer electronically). If the Customer's payment account was terminated during the calendar year, the statement of fees concerning the payment account will be sent to the Customer's last known mailing address as per the payment account agreement.

The statement of fees will be prepared in the currency of the payment account; however, any fees that are determined in the payment account agreement in currencies different from the currency of the payment account will be shown in the statement of fees in that currency, i.e. the currency different from that of the payment account. The statement of fees will be prepared in the language identical with that of the statement of account valid on the day of preparation of the statement of fees, in Hungarian or in English.

In the statement of fees, the Bank shall show the standardised terms specified in Annex No. 5 to these General Business Conditions, and besides these, in square brackets, the terms (brand names) used by the Bank, in the sequence determined in the annex. If a service does not have a standardised name specified in Annex No. 5, only the term (brand name) used by the Bank will be shown. If the sub-column "Number of times the service was used" of the statement of fees is blank, this means that the service was in fact used, but the Bank did not charge any fee for this. If a sub-heading fails to include any service, the Bank will delete that sub-heading, therefore it will not be shown in the statement of fees sent to the Customer.

When making the statement of fees available to the Customer, the Bank will simultaneously call the attention of the natural person Customer to the comparison website operated by the National Bank of Hungary and the bank account selector program, available in the website <https://pad.mnb.hu/>. The purpose of the website is to ensure the comparability—free of charge—of the fees charged and interest rates applied by the payment service providers on consumer payment accounts.

## **1.8 Special Provisions Concerning Payment Account Switching (Bank Account Switching)**

### **1.8.1 Terms & Definitions**

"Payment account switching" ("bank account switching") means a process where the consumer initiates in respect of his/her payment account opened and maintained in Hungary the recurring incoming credit transfers, standing orders for credit transfers and direct debits concerning that account to be transferred to another payment service provider in accordance with Government Decree 263/2016 (VIII.31.) on Payment Account Switching (the "Decree").

"Parties involved in the account switching process" means the consumer, the previous and the new account-keeping payment service provider.

"Previous account-keeping payment service provider" (hereinafter the "old Bank") means the payment service provider that transmits the information necessary for the account switching.

"New account-keeping payment service provider" (hereinafter the "new Bank") means the payment service provider to which the information necessary for the account switching is transmitted.

"Orders affected by the payment account switching (bank account switching)" means

- recurring incoming credit transfers: the crediting of amounts incoming at regular intervals from the same payer to the payment account of the beneficiary;
- standing orders for credit transfers: order given by the payer for the recurring transfer of a specific amount on specific dates (debits dates);
- direct debits: orders whereby the account holding customer authorises a beneficiary to collect specific amounts through its account-keeping payment service provider from the customer's payment account.

Bank account switching may only be initiated in respect of valid, existing orders.

### **1.8.2 Initiation and Cancellation of Account Switching**

Account switching as per the Decree may take place only and exclusively in respect of bank accounts opened and maintained in Hungary in the same currency, provided that the bank accounts concerned enable at least the following transactions: cash deposit, cash withdrawal, execution of credit transfer orders and the crediting of incoming amounts.

The account switching may be initiated by the holder of the bank account—or if there are several account holders, by the account holders jointly—at the new Bank in writing, using the form provided by that Bank. If the account

switching concerns several bank accounts simultaneously, the account switching must be initiated separately for each bank account.

As the account-keeping service of Raiffeisen Bank does not include keeping jointly owned bank accounts, in the scope of the bank account switching Raiffeisen Bank will open and keep bank accounts only for customers who were exclusive owners of their bank accounts kept at the old Bank.

It is an obstacle to the account switching if the identification data of the consumer as transmitted by the new Bank to the old Bank differ from the data available in the registry of the old Bank, or if the bank account number is included erroneously in the authorisation.

In the account switching authorisation form, the consumer may instruct as follows:

- mark all orders or specific orders concerned by the account switching;
- specify the business day starting from which standing orders for credit transfers and direct debits must be executed from the account opened and maintained at the new Bank already; however, such day may not be earlier than the sixth business day following the day when the new Bank receives the data necessary for the account switching from the old Bank (the 13th business day from the registration of the authorisation by the new Bank);
- terminate his/her bank account kept at the old Bank (the framework agreement), where the account (framework agreement) shall cease after the lapse of the termination period calculated from the day identified in the authorisation as per above, or in the absence of a termination period as of the business day identified in the authorisation;
- declare that he/she will notify the payers of the recurring incoming credit transfers or the beneficiaries of the direct debits himself/herself, or order the Bank to do so, in which latter case the consumer shall provide the data ensuring access by mail or electronically to the parties initiating the credit transfers, including the data necessary to access a contact person;
- request changing the conditions of the direct debit mandate to be observed by the payment service provider, unless it requires the consent of the beneficiary;
- request that the old Bank send the data necessary for the execution of the standing orders for credit transfers affected by the account switching as well as the data of direct debits to him/her.

After the receipt by the new Bank of the data supplied by the old Bank, the consumer may not cancel his/her order for the initiation of account switching any longer.

### **1.8.3 Tasks and Deadlines Connected to the Account Switching Procedure**

The account switching shall be executed in each case in accordance with the consumer's instructions included in the authorisation. The deadlines included in this section shall be governing in case the data necessary for the execution of the tasks are available in full to the proceeding banks. If some deficiency is to be remedied, the deadline is prolonged by the number of days passing from the notice concerning the deficiency until those included in the notice are remedied.

Within two business days from the receipt of the authorisation for the account switching, the new Bank shall request the old Bank to carry out the following operations, provided that the account switching authorisation included such instructions:

- transmit the data necessary for the execution of the standing orders for credit transfers affected by the account switching as well as the data of direct debits;
- transmit the data concerning recurring credit transfers incoming to the bank account and recurring direct debits initiated by the payees over the previous 13 months;

starting from (on) the date identified in the account switching authorisation:

- stop the execution of direct debit orders;
- cancel standing orders for credit transfers;
- transfer the credit balance of the bank account to the bank account opened or maintained at the new Bank;
- close the bank account.

Based on the request, the old Bank shall execute the following tasks:

- within five business days from the receipt of the request, meet its obligation of data supply;
- starting from (on) the date identified in the account switching authorisation
  - not execute direct debit orders any longer;
  - cancel standing orders for credit transfers;
  - transfer the credit balance remaining in the bank account to the bank account opened or maintained at the new Bank;
- terminate the bank account.

Within five business days from the receipt of the data, the new Bank shall, provided that the available data enable it to do so:

- enter standing orders for credit transfers and execute the same starting from the date identified in the account switching authorisation;
- make arrangements for the execution of direct debit orders;
- inform the payers effecting recurring credit transfers to the consumer's bank account of the new bank account via their account-keeping payment service providers;
- inform the payees of collection orders of the new bank account, identifying the date starting from which it will execute direct debit orders against the bank account.

If the data necessary to provide such information are not available to the new Bank, it will ask the consumer or the old Bank to provide the missing data.

#### **1.8.4 Circumstances Impeding the Closure of the Account**

The Bank as the previous account-keeping payment service provider participating in the account switching procedure is unable to execute the termination of the bank account (framework agreement) in accordance with the Customer's instruction given in the account switching authorisation in the following cases:

- a) the bank account balance is blocked in whole or in part, if, by virtue of the blocking, the termination of the framework contract for the provision of payment services is subject to a restriction;
- b) during the account switching process, the bank account has in the meantime become the subject of probate proceedings:
  - i. during the account switching procedure the bank account has in the meantime become the subject of probate proceedings, or any of the banks involved in the account switching becomes aware of the death of the account holder.

If any circumstance exists that prevents the termination of the bank account as above, the Bank shall without delay inform the Customer of this in writing.

#### **1.8.5 Facilitation of Account Opening in Other EEA States**

In order to facilitate the opening of bank accounts in other EEA states, the Bank shall upon the request of the account holding Customer issue a statement in Hungarian, or in another language as agreed upon with the account holder,

free of charge, on standing orders for credit transfers, direct debit orders, recurring incoming transfers credited to the bank account over the previous 13 months, as well as the collection orders executed to the debit of the bank account. In the event of the termination of the bank account, the Bank shall upon the account holder's request transfer the credit balance of the bank account to the payment account opened or maintained at the new account-keeping payment service provider. This obligation of the Bank shall be performed on the date identified by the account holder, but no sooner than on the seventh business day following the account holder's request for the statement, and if the parties have stipulated a termination period in the account agreement, then on the business day following the expiry of such termination period. The Bank shall immediately inform the account holder if there is any obstacle to the termination of the payment account as described in Section 1.8.4.

## **1.8.6 Rules Governing for Data Security and the Transmission of Bank Secrets**

The transmission of data between the old and the new Bank shall take place through a protected, closed network, or through an open network, with encryption, using enhanced security electronic signature or electronic seal. The exchange of messages via a protected, closed network shall be implemented in the scope of outsourcing, with the cooperation of GIRO Elszámolásforgalmi Zrt. (GIRO Zrt.), provided that both banks involved in the account switching use the account switching process supporting IT service of GIRO Zrt.

With the initiation of account switching it shall be assumed that the consumer consents to the banks participating in the account switching procedure transmitting to each other and the beneficiary of the direct debit orders and/or the payer of the recurring incoming credit transfers in the framework of the information related to payment account switching the consumer's data included in the account switching authorisation that qualify as bank secrets in view for the implementation of those included in the authorisation.

## **1.8.7 Miscellaneous Provisions**

The Customer shall have the right to file a complaint in relation with the Bank's account switching procedure in accordance with the provisions of the General Business Conditions.

## **I/A Special Provisions for the Amendment of Retail Raiffeisen Online and Raiffeisen Yelloo Bank Accounts**

Part 1 "General Provisions", Chapter XIX "Amendment of the Contract" of these General Business Conditions shall be supplemented with the following provisions in the case of a financial services framework agreement concluded with a consumer customer for Raiffeisen Online or Raiffeisen Yelloo Bank Account.

**1.8.8** Without prejudice to the indefinite term of framework agreements concerning the provision of financial services, the terms and conditions of Online or Raiffeisen Yelloo Bank Accounts shall be valid for the definite term specified in the relevant List of Terms & Conditions (the "**Period of Validity**"). Subsequently the Bank shall have the right to unilaterally amend financial services framework agreements concluded with consumer customers to the disadvantage of the Customer.

### **1.8.9 Unilateral Amendment of Framework Agreements to the Customer's Disadvantage**

In the case of a financial services framework agreement concluded with a consumer customer for Raiffeisen Online or Yelloo Bank Account, the Bank shall have the right to unilaterally modify the interest rates, fees and costs stipulated in the List of Terms & Conditions, in an Announcement or in rulebooks to the disadvantage of the Customer upon the occurrence of the following condition (the "Preconditions for Modification"):

- the Period of Validity specified in the List of Terms & Conditions has expired.



Having regard to the aforesaid, after the expiry of the Period of Validity the terms and conditions of financial services framework agreements concluded for Online or Yelloo Bank Accounts shall change to the terms and conditions applying to the account specified in the Consumer List of Terms & Conditions from time to time in effect or to the terms and conditions of the account package named as a successor, which is as close as possible to the terminated service, and the other (financial) services shall change to those linked to the given account package as per the relevant Consumer List of Terms & Conditions from time to time in effect (the "**Account after the Expiry of the Period of Validity**").

In the case of agreements concluded with consumer customers for Online or Yelloo Bank Accounts, the Bank shall have the right to unilaterally modify (extend) the Period of Validity stipulated in the List of Terms & Conditions not disadvantageously for the Customer.

## II. Time Deposits

**2.1** In the case of a time deposit, the Customer pays a certain amount of HUF or foreign currency to the Bank on the understanding that the Bank accepts it and shall repay the same on the date specified by the Customer, increased with time-proportionate interest. In the case of a non-natural person Customer, a zero percent or negative interest rate may as well be stipulated on time deposits.

**2.2** The interest payable on the amount of the time deposit shall be calculated based on the following formula:

$$\frac{\text{principal} \times \text{interest rate in \%} \times \text{number of days}}{36,500}$$

Unless agreed otherwise, upon maturity the interest paid on the deposit shall be paid to the Customer along with the principal amount. In accordance with statutory requirements, the amount of personal income tax („interest tax“) and social contribution tax („social contribution tax“) on interest income shall be deducted from the amount of interest payable to the Customer. In the case of a negative deposit interest rate, the Bank shall reduce the amount of the deposit with the interest amount calculated on the basis of the above formula, and shall pay the reduced amount to the Customer upon maturity.

**2.3** The standardised deposit interest ratio ("EBKM") calculated for the deposits accepted by the Bank shall be disclosed in the List of Terms and Conditions. EBKM serves the comparability of the various offers and the proper information of the Customer. EBKM is calculated on the basis of the following formula, if the time to maturity of the deposit is less than 365 days:

$$\text{amount of deposit} = \sum_{i=1}^n \frac{(k + bv)_i}{1 + r \times (t_i / 365)}$$

where

n = the number of interest payments;

r = one hundredth of EBKM;

t<sub>i</sub> = the number of days remaining from the period between the date of deposition and the date of the i-th interest payment;

(k+bv)<sub>i</sub> = the amount of interest paid and deposit repaid upon the i-th interest payment.

**2.4** If before or after the maturity of a time deposit the Customer fails to give instructions concerning the monies so far recorded as time deposit, and the amount of the deposit interest, the amount—increased with deposit interest—shall be recorded in a payment account until the Customer's further instructions.

**2.5** In the case of a time deposit, the Customer has the right to request the repayment of the amount of the deposit before the maturity date as well. In such case the Bank shall pay interest calculated at a reduced rate set out in the List of Terms and Conditions.

## **2.6 Deposit Insurance**

The time deposits accepted by the Bank shall be insured by the National Deposit Insurance Fund (the "Fund") pursuant to the Banking Act from time to time in force. The major terms and conditions concerning deposit insurance—that are subject to change from time to time, depending on changes in statutory provisions—are as follows:

**2.6.1** The insurance provided by the Fund—with the exceptions specified in Section 2.6.2 below—shall cover all deposits placed at the Bank under the name of the depositor

- a) before 30<sup>th</sup> June 1993 without State guarantee assumed in the relevant law, or
- b) since 30<sup>th</sup> June 1993 without State guarantee,

irrespective of the number and currency of the deposits.

The insurance provided by the Fund also covers certificates of deposit issued or distributed before 30<sup>th</sup> June 1993 in series as quasi-securities, irrespective of the designation of such certificates of deposit.

**2.6.2** The insurance provided by the Fund shall not comprise the deposits of

- a) budgetary organisations,
- b) local governments,
- c) insurance companies, reinsurance companies, voluntary mutual insurance funds, and private pension funds,
- d) investment funds, *investment fund management companies*
- e) the National Pension Insurance Fund and its fund managers, and the pension insurance administration,
- f) appropriated state funds,
- g) financial institutions and payment institutions,
- h) the National Bank of Hungary,
- i) investment firms, exchange members, commodity exchange service providers,
- j) mandatory or voluntary deposit insurance, institution protection or investor protection funds, the Guarantee Fund of Funds,

or the deposits of the foreign equivalents of the aforesaid.

The insurance provided by the Fund further shall not cover

- (i) deposits where according to the final and effective judgement of a court of justice the deposited funds originate in money laundering, and
- (ii) the regulatory own funds of the credit institution, and any debt securities and promissory notes issued by the credit institution.

By way of derogation from paragraph b) above, the deposit insurance shall cover the deposits of local governments as well as of any budgetary organisation founded by a local government, provided that in accordance with the data of its annual accounts preceding the relevant year (the year of the indemnification) by two years the budgetary balance sheet total figure of the local government does not exceed EUR 500,000.

In addition to the aforesaid, the Fund shall not pay any reimbursement—after the termination of the Bank's membership—on the deposits which are covered by the deposit insurance of any other country.

**2.6.3** To the persons entitled to indemnification, from any outstanding deposit claim due from a credit institution whose license has been withdrawn by the National Bank of Hungary in accordance with Art. 33 (1) or Art. 33 (2) c) of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (the "Banking Act") due to the threat of insolvency, or actual insolvency, or whose liquidation has been ordered by a court, the Fund shall as compensation pay first the amount of principal and then of interest in Hungarian forints, up to EUR 100,000 altogether at maximum per person and per credit institution. The HUF amount of the indemnification shall be determined on the basis of the official foreign exchange rate quoted by the National Bank of Hungary (NBH) for the date preceding the starting date of indemnification as defined in Section 2.6.6. In the case of foreign currency deposits, the amount of the indemnification payable in foreign currency as well as the limit mentioned in this section shall be established—irrespective of the date of payment of the indemnification—on the basis of the official foreign currency exchange rate quoted by the National Bank of Hungary (NBH) for the date preceding the starting date of indemnification as defined in Section 2.6.6.

To a person entitled to indemnification, not yet capitalised or paid interest amounts due until the starting date of indemnification as defined in Section 2.6.6 below shall be paid up to the limit specified in this section, at the rate of interest set out in the relevant agreement.

The depositor may not raise claims on the Fund on any title for a refund exceeding the measure of indemnification pursuant to this section.

In the case of a shared deposit, the indemnification limit pursuant to this section shall be taken into account for each person entitled to indemnification separately. As far as the calculation of the indemnification amount is concerned—unless stipulated otherwise in the contract—the depositors shall be regarded as each having an equal share in the deposit.

In the case of a bank merger or acquisition, or the transformation of a credit institution into a branch, or the transfer of the deposit portfolio to a third party, for the purpose of the indemnification limit as per this section the different deposits of the same depositor placed at the merging, transferring, receiving or transforming credit institutions before the time of the merger, transfer or transformation into a branch shall continue to be regarded as separate deposits for 3 months. The depositors must be notified of the merger, transformation into a branch or the transfer of the deposit portfolio in writing one month before the change at the latest, or at a shorter notice specified by the National Bank of Hungary on a case-by-case basis.

Accounts opened at the credit institution in connection the activities of notaries and bailiffs, lawyer's trusts, and custodianship—which are maintained by the credit institution not in the scope of a safe deposit service as per Art. 6 (1)—for the application of paragraphs (1)-(3) shall be regarded as deposits separate from the other deposits of the notary public, bailiff or lawyer held at the credit institution (and in the case of several accounts, each account shall be regarded as a separate deposit), irrespective of the date of deposition, for the purposes of the calculation of the indemnification limit.

If criminal proceedings are under way in respect of a deposit due to an acute suspicion of money laundering, no indemnification may be paid on the deposit until the process is ended with final effect.

If the loss of the Customer exceeds the ceiling specified above, the Fund shall pay to the natural person eligible for the indemnification any additional amount up to EUR 50,000 at maximum (premium indemnification) if the claim is based on a deposit that has been kept during the three months preceding the start day of indemnification in a segregated account, and which originates from one of the sources identified below, which has been certified by the depositor in accordance with the provisions of the Banking Act.

Premium indemnification is to be applied if the source of the deposit is

- a) the sale of a residential real estate, or the sale of a right of usage or right of rental concerning an apartment,
- b) an allowance connected to the termination of the employment relationship or retirement,
- c) an insurance premium, or
- d) indemnification payable to the victims of criminal activity or to people condemned by mistake.

In accordance with Art. 214/A (3) of the Banking Act, the depositor shall certify the source of the deposit on the date of deposition in the segregated account with the following documents:

- (i) in the case specified in paragraph a), a copy of the sales contract, or any other document transferring ownership right, rental right or usage right, not older than 30 days,
- (ii) in the case specified in paragraph b), a certificate not older than 30 days issued by the employer or paying agent,
- (iii) in the case specified in paragraph c), a certificate not older than 30 days issued by the insurance company,
- (iv) in the case specified in paragraph d), a resolution not older than 30 days issued by the court.

**2.6.4** As regards the deposits insured by the Fund, set-off between the credit institution and the depositor shall be allowed only in so far as the depositor has any overdue debt owed to the credit institution as of the starting date of indemnification as per Section 2.6.6. It is a precondition for set-off that upon the conclusion of the agreement concerning the deposit the credit institution informs the depositor about set-off as per this section through the inclusion of the relevant terms of contract when defining the indemnification amount.

The Bank should simultaneously inform the Fund of its claim to set-off when delivering the data concerning the deposits.

The Bank should also certify by presenting the relevant terms of contract that the depositor (the debtor) has been informed about the rules of set-off as per the above. The right of set-off shall be exercised by the Fund by paying to the depositor the amount remaining after deduction of the amount due to the credit institution from the amount of the deposit claim freely available to the customer. The Fund shall be entitled to exercise its right of set-off against the amount due to the credit institution pursuant to Act XLIX of 1991 on Bankruptcy Proceedings and Liquidation Proceedings.

When the measure of indemnification is determined, all deposit claims of the Customer at the Fund member shall be added up.

In the case of deposits serving as collateral security for the performance of contractual obligations, and tied up for such purpose, the Fund shall effect any payment only if the grounds for receiving the compensation amount can be determined beyond doubt based on the parties' agreement or on the final court ruling or definitive resolution of an authority.

**2.6.5** In the case of deposits secured by State guarantee, the Fund—against an agreed fee—may assume the payment of the indemnification on the basis of a written agreement with the State. In the case of deposits secured

by State guarantee, the minister in charge of public finances shall within 45 business days of the starting date of indemnification as defined in Section 2.6.6 make the funds necessary for the drawdown of the guarantee available to the Fund (to the debit of the central budget). The Fund may only and exclusively use such funds to perform the payment obligations stemming from the drawdown of the State guarantee; payments may be supervised by a representative of the minister in charge of public finances at the premises of the credit institution.

With the transfer of the claim, the State shall replace the former beneficiary of the claim. The State shall have the right to enforce its receivables in the voluntary dissolution or liquidation proceedings of the credit institution. In the course of the voluntary dissolution or liquidation of the credit institution, the State shall also have the right to act as a creditor in respect of deposits the rights connected to which have not yet been transferred to the State, if otherwise the State is obligated to pay under the guarantee.

**2.6.6** The Fund shall start paying the indemnification to the depositors on the day following

- a) the disclosure of the decision on the withdrawal of the operating license of the credit institution as per Art. 33 (1) or Art. 33 (2) c) of the Banking Act, or
  - b) if liquidation procedure is initiated, the disclosure of the writ of the court ordering liquidation
- (collectively the above a)-b), the "starting date of indemnification"), and shall finish the same within 10 business days until 31 December 2023, and from 1 January 2024 within 4 business days.

For the payment of the indemnification, the depositor need not file any request.

The payment deadline as per above may be prolonged if:

- a) the entitlement of the depositor is uncertain, or the deposit is subject to legal dispute,
- b) the payment of the deposit is restricted by governments or international organisations,
- c) the deposit is subject to premium indemnification as described in Section 2.6.3,
- d) the holder of the deposit is a local government, or
- e) the indemnification is paid by the deposit insurance scheme of the country where the branch is established.

If OBA fails to disburse the indemnification to the depositors within 7 business days, a natural person depositor may file a request in writing to OBA for the urgent payment of the deposit. For a depositor included in the register of deposits provided by the credit institution, OBA shall on the basis of the deposit included in the register within 5 business day of the submission of the request for urgent payment perform partial payment, the amount of which shall not exceed four times the minimum old age pension from time to time in effect. The amount of indemnification paid in the scope of the urgent payment shall be deducted from the full indemnification amount.

The Fund shall publish in at least two daily newspapers of nation-wide circulation as well as in its website the terms of the indemnification of the depositors, and other information concerning the implementation of the indemnification. The information published by the Fund must also be disclosed in the website of the credit institution concerned in the indemnification.

The Bank shall record—in addition to the name of the depositor—two further identification data from those specified in Section 2.7 below to enable the Fund to ascertain beyond doubt that the depositor is entitled to indemnification.

The indemnification shall be paid by way of a payment order given to the credit institution, the transfer of the indemnification amount to the credit institution in favour of the Customer, money order via the institution operating the Postal Clearing Centre, or direct cash payment, or via a cash substitute payment instrument.

**2.7** In the case of time deposits, the Bank shall record the following personal identification data of the Customer in respect for deposit insurance:

in the case of natural persons: name, name at birth, mother's name at birth, place and date of birth, nationality, address, mailing address, number of ID card (passport) or other identification document as per Act LXVI of 1992;

in the case of enterprises and organisations: name, short name, registered office, premises and branch address, tax number, name and position of persons authorised to act on behalf of the entity.

**2.8** If the Fund has paid indemnification to the depositor, the claim against the credit institution shall be transferred from the depositor to the Fund up to the paid amount. With the transfer of the claim, the Fund shall replace the former beneficiary of the claim.

**2.9** On an annual basis, the Bank shall prepare statements in the form specified by the OBA on the consolidated balance of the depositor's insured deposits held at the Bank, and on this basis on the deposit insurance coverage amount existing for the depositor's benefit. The Bank shall prepare such statement upon the depositor's request, making it available in-person at the branch, or sending it by mail, or via an electronic channel, or by email.

### III. Custody

**3.1** The terms & conditions of the custody management shall be agreed upon in an individual custody agreement between the Bank and the Customer.

**3.2** The Bank reserves the right to refuse taking certain securities—especially bills/drafts and foreign securities—in custody without giving any reason, and to reject visibly damaged banknotes and securities.

**3.3** Unless there is a special agreement to this effect, the Bank shall not undertake managing the deposited securities (cashing interest and dividend coupons or the security itself, etc.).

**3.4** As collateral for the payment of the custodian fees and handling fees charged and other costs incurred in respect of the custody, the Bank shall have security interest over the Customer's assets held by the Bank as a consequence of the custody.

**3.5** Based on its case-by-case decision, the Bank may undertake to keep the Customer's valuables and works of art in custody, in the Bank's depository.

### IV. Credits and Loans

**4.1** The Customer may apply for credits and loans at the Bank. As a precondition for the evaluation of applications in merit, the Customer should give the necessary information, data and documents requested by the Bank concerning his business management or financial standing, pay the credit evaluation fee and other commissions if there are such in the List of Terms and Conditions from time to time in effect, and make an itemised proposal, supported by the sufficient documentation, for the collateral securities of the transaction.

**4.2** Credit and loan operations are executed on the basis of credit and loan agreements. For disbursement purposes, a payment account shall be opened for the Customer; also, in order to keep record of its outstanding claim due from the Customer and to settle the payment obligations arising from the credit or loan agreements, the Bank may also open accounts of a technical nature.

**4.3** In the scope of an uncommitted credit facility agreement, the Bank opens a credit line for the Customer. Against the credit line (and to the extent thereof) loan agreements shall be made and other credit operations specified in the law executed under decisions of the Bank made on a case-by-case basis (provided the necessary prerequisites are given).

**4.4** If there is an agreement to this effect, the Bank shall open an overdraft credit facility—in the amount specified in the overdraft agreement—connected the Customer's payment account. The overdraft credit line shall form a part

of the available balance in the payment account against which payment and cash withdrawal orders may be given. In such case the Bank actually advances a loan against the overdraft credit line—without any special instruction from the Customer—when fulfilling a payment order exceeding the credit balance in the payment account. Any amount credited to the Customer's payment account over the sum of the payment orders to be executed on the given day shall be used to repay the loan and refill the credit line.

**4.5** The interest rates of credits and loans shall be determined in annual percentage, and their measure shall depend on refinancing terms prevailing at the time of disbursement as well as the risk constituted by the Customer. If the Customer fails to perform his payment obligations in due course, a penalty may be charged for the period between due date and the date of repayment of the Bank's receivables. The penalty shall be calculated at the penalty rate set out in the relevant credit or loan agreement or in the List of Terms and Conditions from time to time in effect, and if the Parties have failed to stipulate a specific penalty rate in respect of a credit or loan transaction, or the provisions of the List of Terms & Conditions cannot be applied for the given transaction, the penalty shall be calculated on the basis of the current interest rate set out in the pertinent laws.

**4.6** Interest shall be calculated using the following formula:

$$\frac{\text{principal} \times \text{interest rate in \%} \times \text{number of days}}{36,000}$$

If interest rate is bound to a reference rate, the current interest rate shall be determined (unless agreed otherwise) by rounding up the reference rate to the next 1/8 figure.

**4.7** In the case of consumer and retail loans as defined in the Banking Act from time to time in effect, the Bank shall inform Customers of the full credit charge ratio ("THM") of the loan. THM values shall be published in the List of Terms and Conditions, and its concrete measure shall be specified in the consumer or retail loan agreement. THM is an internal rate at which the sum of the principal repayable and all credit charge amounts payable by the Customer shall equal the amount of the loan, less the charges payable by the Customer upon disbursement. THM serves the comparability of the various offers and that proper information is provided to Customers. Apart from interest, THM takes into account all other charges connected to the loan as well, therefore it shows the actual costs of the transaction in a percentage form. The formula for the calculation of THM is included in the laws effective from time to time.

**4.8** The Customer shall pay his principal and interest debt upon the due dates specified in the agreement. Unless agreed otherwise, if the Customer repays his principal debt in whole or in part before the maturity of the loan, the Bank shall be reimbursed for all its costs arising directly from the early repayment. If the title of an amount repaid by the Customer has not been specified by the Customer or the Bank, the Bank shall have the right to spend the amount on reducing the principal debt, or to settle the same in accordance with the provisions of the Civil Code of Hungary. If the Customer has outstanding debts owed to the Bank under several agreements, the provisions of Chapter XIII/A and XIII/A/2 of Part One of these General Business Conditions shall be governing for the settlement.

**4.9** On any credit amount made available to the Customer a commitment fee, and on actually disbursed credit and loan amounts interests, commissions and charges shall be paid.

## V. Bank Guarantees

**5.1** Under a bank guarantee, the Bank shall effect payment to the beneficiary upon the occurrence of the conditions specified in the guarantee statement. The agreement between the parties of the underlying transaction, or any interim change in such agreement—unless stipulated otherwise in the guarantee statement—shall not affect the Bank's payment obligation.



**5.2** The Customer ordering the Bank to issue a bank guarantee shall pay a guarantee fee. The guarantee fee does not include the fees charged for any other credit or payment transaction that might arise from the assumption of the guarantee.

The guarantee fee is calculated using the following formula:

$$\frac{\text{principal} \times \text{guarantee fee in \%} \times \text{number of days}}{36,000}$$

**5.3** The Bank shall inform the Customer of the occurrence of performance, or the Customer and the beneficiary of the rejection of performance (with the reasons specified), without delay. The Customer shall reimburse the Bank for any payment effected by the Bank under the guarantee. Unless agreed otherwise, this obligation of the Customer shall become immediately due.

**5.4** When performing its bank guarantee related tasks, the Bank shall apply the international standards set forth in the latest effective version of the "Uniform Rules for Demand Guarantees" (URDG) from time to time published by the International Chamber of Commerce, unless provided otherwise in the given guarantee.

**5.5** Based on the Customer's order, the Bank undertakes to manage and keep in custody the bank guarantee bonds issued by other domestic or foreign credit institutions for the Customer's benefit, and to administer the drawdown of such guarantees. In exchange for such services, the Customer shall pay the Bank the fee specified in the List of Terms and Conditions.

## VI. Drafts

**6.1** Only such drafts and bills of exchange shall be accepted or discounted as meet the general preconditions concerning credit transactions, the requirements as to form and content specified in Article 1 of Decree No. 1/1965 (I.24.) of the Minister of Justice, as well as the following formal requisites:

- (i) the draft/bill should be intact and clearly legible,
- (ii) the domicile named in the draft/bill should be the Bank or another credit institution.

**6.2** In the case of discounting it is a further requisite that the bill or draft should be furnished with a statement of transfer signed by a person registered in the Customer's signature card as one entitled to dispose of the payment account. Bills of exchange should also include a statement of acceptance by the drawee.

**6.3** If a bill or draft discounted with recourse is not paid when presented for payment, the Bank shall have the right to charge the paid amounts or its reimbursement claim arising under the recourse on the Customer who has had the bill or draft discounted at the Bank, or enforce its receivables by way of a prompt draft collection order or set-off against any of the Customer's payment accounts at any bank.

**6.4** The Bank shall have the right to charge discounted bills and drafts on the Customer before maturity if the Bank becomes aware that the economic standing or the legal status of the Customer or the drawee of the bill/draft or the obligor(s) of the recourse has deteriorated to such extent that it seriously jeopardises the payment of the bill/draft.

**6.5** The Bank shall return the bill or draft, occasionally cancelled, to the Customer if it has received its equivalent, including any penalty and other costs incurred, in full.

**6.6** The discounted value of bills/drafts shall be calculated using the following formula:

$$\frac{Fv \times Dr \times n}{36,000}$$

where

Fv = face value

Dr = discount rate

n = number of days

**6.7** The Customer shall give refund on any payment effected by the Bank under a bill or draft furnished—upon the Customer's order—with the Bank's statement of acceptance or guarantee statement, or confirmed by the Bank in some other way. Unless agreed otherwise, this obligation of the Customer shall become due immediately, provided the bill or draft is overdue.

## VII. Documentary Collection

**7.1** When executing documentary collection orders in the scope of domestic as well as international payments, irrespective of currency, the Bank shall apply the international standards set out in the latest effective version of the "Uniform Rules for Collection" from time to time published by the International Chamber of Commerce.

**7.2** If there is a bill or draft among the documents presented for collection, the Bank's foreign correspondent shall be ordered to protest in the case of non-acceptance or non-payment only if the Customer gives express and unambiguous written instructions to this effect.

## VIII. Letters of Credit

**8.1** When performing its tasks related to letters of credit, the Bank shall apply the international standards set out in the latest effective version of the "Uniform Customs and Practice for Documentary Credits" from time to time published by the International Chamber of Commerce.

**8.2** The Bank—as a bank authorised to effect payment by an opening bank—may reject payment if it finds a discrepancy in the presented documents. If as a paying agent the Bank has credited the equivalent of the documents to the Customer's account with reservation, the Bank shall have the right to subsequently re-debit the paid amount to the Customer's payment account if the opening bank has objections and claims back the paid amount.

**8.3** As an opening bank, the Bank may not make reservations in respect of the payment of the documents. It shall either effect payment and deliver the faultless documents to the Customer, or withhold the documents in the case of discrepancy until receiving unambiguous written instructions from the Customer to accept the imperfect documents and effect payment. If the Customer does not wish to pay for the imperfect documents, unambiguous written instructions should be given to the Bank to return the documents without payment.

## IX. Cheques

The Bank shall purchase cheques or take them over for collection occasionally, based on its case-by-case decision. The Bank shall have the right to reject purchasing or collecting a specific cheque without providing its reasons. The Bank shall accept orders for cheque collection only and exclusively from Customers keeping payment accounts at the Bank. If the equivalent of a cheque fails to be received, the Bank shall re-debit the paid amount to the Customer's account, or the Customer shall repay the same, and give refund to the Bank for any cost incurred. If the cheque is taken over for collection, the Bank shall pay its equivalent to the beneficiary after the lapse of the deadline specified

in the List of Terms & Conditions, considering that the drawee of the cheque has a right of recourse in respect of the amount paid under the cheque until the equivalent of the cheque is settled by the drawee.

The Bank reserves the right to pay the equivalent of the cheque in justified cases later than the deadline specified in the List of Terms & Conditions if the drawee has settled the equivalent of the cheque after the lapse of the above deadline or if the Bank requests confirmation from the drawee bank in respect of the given cheque regarding the authenticity of the cheque, and the confirmation is not received within the above timeframe. The Bank may in its own discretion request confirmation in respect of any cheque as a precondition for payment.

Under a special agreement with the Bank, the Customer shall have the right to issue cheques against his payment account kept at the Bank. If a cheque holder presents a cheque collection order against a payment account keeping Customer as an issuer, the Bank shall accept and execute such cheque in accordance with the rules set out in Part One of these General Business Conditions.

Upon the loss of theft of the cheque, blockage and destruction shall take place on the basis of the rules of cheque law.

## X. Bank Cards

Bank cards are issued upon the Customer's request, at the terms and conditions specified in these General Business Conditions. The provisions of this chapter of the General Business Conditions—with the differences set out in Chapter XI for Credit Cards—and the Customer's cardholder application, with the content confirmed by the Bank, together shall constitute the contractual terms and conditions concerning bank cards (cardholder agreement). For the purposes of this Chapter X, the concept of bank card shall include bank cards issued as credit cards as well.

If a cardholder application is accepted by the Bank, the application form(s) and the provisions of these General Business Conditions concerning bank cards and/or credit cards shall together constitute the agreement underlying the bank card-related legal relationship between the Bank and the Customer.

The contractual terms and conditions relating to the Bank's Card Acceptance Service are set out in these General Business Conditions, the Business Conditions for Merchants, the Card Acceptance Agreement with Application Form, the Card Acceptance Manual and the List of Conditions for Merchants.

### 10.1 Bank Card General Terms and Conditions

This chapter contains the common provisions equally applying to Customers who are natural persons as well as to Enterprises / Organisations.

#### 10.1.1 Definitions

The following terms shall have the following meaning when used in the bank card-related provisions of these General Business Conditions:

**"Activation Code"** means a secret activation code sent in an SMS message by the Bank to the Cardholder's mobile phone number registered with the Bank, which code may be used by the Cardholder to activate an inactive bank card provided to the Customer.

**"Issuing Bank"** means Raiffeisen Bank Zrt., registered office: Budapest, Váci út 116-118. H-1133.

**"International Card Association"** means the international organisations VISA International Inc. and MasterCard International Inc., as a member of which the Bank performs its bank card-related activities.

**"Bank Card"** means a cash substitute payment instrument that can be used at authorised card-accepting merchants, up to the amount of the available balance in the Payment Account linked to the card or on credit, to

carry out transactions, such as the payment of the value of goods and services (purchases), cash withdrawals, cash deposits and other operations (e.g. balance enquiries). Bank card means a card with contactless payment technology and the Virtual bank card.

**"Business Card"** means a bank card issued upon the order of a business association, municipality, budgetary institution, foundation, church, association, public body or some other organisation with a legal entity (hereinafter collectively: enterprise / organisation) to a natural person named by the enterprise / organisation. The equivalent of the transactions executed with the bank card shall be debited to the payment account of the enterprise / organisation.

**"Chip Card"** means an integrated circuit card with microprocessor. The data concerning the card and the Cardholder are stored by the chip embedded in the face of the card. When using the chip card, the Cardholder is identified by means of a PIN code at each point of sale where the point of sale (merchant, ATM) has a PIN keyboard, except in the case of the bank card types specified in the Bank's List of Terms and Conditions from time to time in effect.

**"Contactless Card"** means a bank card equipped with a chip and having a built-in antenna enabling contactless transactions) and a bank card that has been digitalised for RaiPay, Apple Pay or Google Pay mobile payment applications.

**"Virtual bank card"** means a debit card issued by the Bank in the myRaiffeisen mobile application, i.e. the card data is made available to the Customer in the myRaiffeisen mobile application. A virtual bank card can be used for purchases at physical POS terminals via the RaiPay, Apple Pay and Google Pay mobile payment applications, for cash withdrawals at Raiffeisen ATMs accepting contactless bank cards and for online purchases using card data made available in the myRaiffeisen mobile application. There is no physical bank card issued to the virtual bank card with the same card number.

**"Logo"** means an emblem shown on the bank card indicating—as an individual symbol of the services developed and offered by the relevant international card association, or the Bank and its partners—that the given service is performed, or the bank card is accepted, at the merchant displaying the same.

**"Card-Accepting Merchant"** means a retail merchant displaying the logo(s) shown in the card, indicating that bank cards are accepted as a means of payment for the goods or services offered there.

**"PIN (Personal Identification Number)"** means a secret identification code attached to the given bank card and provided by the Bank for the person entitled to use the bank card. The PIN code enables the user to use the bank card at electronic terminals (ATM, or in certain cases POS).

**"D-PIN"** means a telephone code identifying the Customer in an exclusive and unambiguous manner when using the Bank's Raiffeisen Direkt telebanking service.

**"ATM (Automated Teller Machine)"** means equipment enabling the holder of the bank card to use banking services with the joint use of the bank card and the PIN code.

**"POS (point of sale) Terminal"** means electronic equipment enabling the user of the card to purchase goods / services or draw monies by using the card, together with the PIN code in the case of certain card types.

**"Transaction"** means purchases, cash withdrawals, cash deposits, etc. performed with the proper use of the bank card.

**"Contactless Transaction"** means a contactless purchase transaction where it is sufficient to tap the contactless card or the device used for payment (in which the bank card has been digitalised) against the terminal. Entering the

PIN code (and depending on the card-accepting merchant, signing the transaction certificate) is mandatory if the sum total of consecutive purchases not exceeding the contactless limit reaches the HUF equivalent of EUR 150; however, card-accepting merchants may as well use settings different from this.

**"Card Usage Limit"** means that for security reasons, the Bank or the operator of the ATM may limit the daily number and/or total amount of purchase or cash withdrawal transactions variously for the different card accepting merchants and countries. The Cardholder shall have the right to specify daily cash withdrawal and purchase limits in respect of the bank card, within the range specified by the Bank.

**"Card Cash Deposit Limit"** meant that the Bank has the right to limit the amount of cash deposit transactions through ATM. The Bank may set different limits for the different business lines. The limits concern calendar days, lasting from 00:00 to 23:59. Limits are applicable per basic number (as specified in the framework agreement for the provision of financial services between the Account Holder and the Bank concerning the relevant business line) and Cardholder.

**"Contactless Limit"** means the upper ceiling of the amount that may be spent by contactless purchases as determined by the Card Company from country to country; it may not be modified by the Cardholder. The limit amount applied in Hungary is set out in the List of Terms & Conditions. In the case of purchases exceeding the limit, the Cardholder must be verified by PIN code.

**"Authorisation Limit"** means the limit set by the card company, card-accepting merchant or POS operator, or by the POS operator's acquiring bank, above which the card-accepting merchant or POS operator is obliged to request authorisation from the Bank for the transaction. The Bank is not aware of the authorisation limit, given that the Bank is not a party to the legal relationship between the card company and the card-accepting merchant, POS operator or its acquiring bank.

**"Small-Amount Purchase"** means any purchase that is not in excess of the amount specified in Act LXXXV of 2009 on the Provision of Payment Services.

**"Customer"** means any natural person with full legal capacity or—with the consent of a legal representative—any natural person aged 14 or more (with a limited legal capacity due to age), or an organisation, for whom/which the Bank keeps payment accounts.

**"Cardholder"** means any individual aged 14 or more who is entitled to use bank cards in so far as the Bank has accepted the Customer's relevant application and has issued a bank card for him.

**"Additional Cardholder"** means a natural person identified by the Customer, for whom the Bank will issue bank cards of the quantity and type specified in the List of Terms and Conditions.

**"Additional Card"** means a bank card attached to the account of the account-holding Customer, the application for which is to be approved by the account-holding Customer.

**"Card Owner"** means the Bank, as the credit institution issuing the bank card.

**"Bank Account"** means an account as per Article 6:394 of the Civil Code kept by the Bank on behalf of the Customer in HUF or a foreign currency.

**"Online Card"** (non-embossed card) means a card that may only be used to effect the electronic transactions immediately evaluated by the Bank upon the receipt of the request for permission, i.e. only transactions approved by the Bank may be effected successfully with online cards.

**"Offline Card"** (embossed card) means a card with which, apart from electronic transactions, transactions not requiring the Bank's permission may also be effected. The physical presence of the bank card is not always necessary

to effect the transaction. Generally it is treated as a credit card in many countries, irrespective of the underlying account.

## **Transactions in Hungary and abroad:**

### A) Cash withdrawal:

- from ATMs
- at branches
- at conversion agents

### B) Purchase:

- in-person
- ordering via mail, phone or the Internet

### C) Mastercard MoneySend and Visa Fast Funds Transaction:

A Mastercard or Visa card transaction in the scope of which it is possible to send money through the card association from a card belonging to the Mastercard or VISA card association by identifying the number of a Mastercard or VISA card issued by the Bank for consumer Customers. MoneySend Transactions are bank card transactions belonging to the MasterCard card association system, and Visa Fast Funds Transactions are bank card transactions belonging to the Visa card association system.

The Bank ensures the receipt, processing and crediting of Mastercard MoneySend Transactions on the basis of debit or credit card numbers issued by the Bank for consumer Customers, in accounts attached to debit or credit cards issued by the Bank.

The Bank ensures the receipt, processing and crediting of Visa Fast Funds Transactions on the basis of debit card numbers issued by the Bank for consumer Customers, in accounts attached to debit cards issued by the Bank.

The Bank does not facilitate initiating or launching Mastercard MoneySend or Visa Fast Funds Transactions from either debit or credit cards, and further it does not facilitate the receipt, processing and crediting of Visa Fast Funds Transactions on the basis of credit card account numbers.

The Mastercard MoneySend or Visa Fast Funds Transaction will be credited to the payment account or Credit Card Account of the Customer to whose account the card identified in the course of the Mastercard MoneySend or Visa Fast Funds Transaction is from time to time attached.

### D) cash deposit:

- in ATM

## **10.1.2 Cardholder Application**

**10.1.2.1** The Customer may apply for a bank card by completing and signing a standard form generally used by the Bank for this purpose, or submitting to the Bank an express request to this effect in some other form (the "cardholder application"). A bank card may only be requested if the Cardholder provides his/her own mobile phone number. The Bank does not check the authenticity of the mobile phone number, and its liability shall be excluded if the telephone number provided is not the Cardholder's phone number.

The card application form is generally available in paper form, but the Bank may provide the option to submit the application by other means. In addition, the bank card can also be applied for over the phone, via Raiffeisen Direct after the Customer has identified himself/herself with his/her Direct Identifier and D-PIN.

After a cardholder application has been filed, the Bank shall be entitled to check the data provided by the Customer and the Cardholder.

In the case of cardholder application, if the Customer's surname and first name, including spaces, contained in the Customer's proof of identity exceed 25 characters, the Bank shall, unless otherwise agreed with the Customer, use the following abbreviation in the order specified herein when determining the name to be indicated on the bank card, until the abbreviated name is reduced to 25 characters or less:

1. the prefix(es)/title(s) may be removed from the name.
2. If the Customer has more than one Christian name, the second or subsequent Christian names will not appear on the card, provided that the Christian name with the suffix "-NÉ" will always be indicated on the card.
3. If the Customer has more than one surname, the second or subsequent surnames may be indicated on the bank card by the abbreviation of the initial letter, provided that the surname with the suffix "-NÉ" is always indicated on the bank card. Surnames linked by a hyphen shall be considered by the Bank as two separate surnames and the abbreviation according to the above rule shall be used, with the hyphen removed.

The bank card may only be personified to display the Cardholder's full name or an acceptable abbreviated version thereof (maximum 25 characters, in the case of a Széchenyi Card maximum 20 characters).

The List of Terms and Conditions governing for the Customer shall determine what kind of bank card(s) the Customer may apply for in respect of the given payment account. The Customer may not apply for several bank cards of the same type for the same Cardholder in respect of the same account kept in one specific currency.

**10.1.2.2** After receipt of a cardholder application, the Bank shall have the right to debit—without any special instruction from the Customer—the amount of the payments and cash withdrawals effected with the bank card as well as all fees, charges, interests and commissions connected to the bank card to the Customer's payment account kept at the Bank.

Should the Customer reverse its cardholder application, the Bank shall debit the Customer's payment account with the time-proportional part of the annual fee of each already manufactured bank card.

**10.1.2.3** The Bank shall have the right to reject the Customer's cardholder application without giving any reasons.

**10.1.2.4** The Bank shall have the right—on the basis of a decision made in its exclusive competence—to request the Customer to provide as a precondition for the acceptance of the cardholder application or any time during the lifetime of bank card use some collateral acceptable for the Bank to back his debts owing to the Bank due to bank card usage. In such case it shall be a precondition for the issue, renewal, or use of the bank cards(s) that the collateral securities—specified in a separate agreement concluded between the Customer and the Bank—are received by the Bank.

In case there is no sufficient coverage in the Customer's payment account, the Bank shall have the right to automatically satisfy its claims arising from bank card use from the collateral securities stipulated in the special agreement.

Subject to the Bank's approval, bank cards may be issued or renewed against the provision of collateral securities as per this section upon the Customer's request as well.

### **10.1.3 Issue of the Bank Card and the PIN Code**

**10.1.3.1** In case a cardholder application is accepted, the Bank shall make sure that the bank card is issued within fifteen banking days of the receipt of the cardholder application.



**10.1.3.2** The inactive bank card and the pertaining PIN code shall be delivered to the Cardholder, or a person authorised by the Cardholder or in the case of a Business Card by the account holding Customer; the recipient is required to collect the card at the branch in-person. In the case of the bank card types from time to time determined by the Bank, the inactive bank card and the relevant PIN code shall be sent by mail to the domestic mailing address of the Cardholder—or in the case of a Business Card, of the account-holding Customer—as registered by the Bank, in two separate letters posted on different days, or in some other way that ensures that the PIN code will not become known by other persons before it is received by the Cardholder. The risk related to the sending of the bank card and the relevant PIN code shall be borne by the Bank.

In case the bank card is delivered in-person, if the bank card and the package containing the PIN code are delivered to another person than the Cardholder, it shall be the responsibility of the recipient to forward these to the Cardholder, in a way that guarantees that apart from the Cardholder no-one else sees the PIN code, and have him put an authentic signature (matching the one featuring in the cardholder application) on the bank card. When receiving the bank card, the recipient shall identify himself or herself with a personal identification document bearing a photograph and a signature.

Abroad the Bank will send inactive bank cards and the relevant PIN codes upon the Customer's request only, via courier service, in two separate letters mailed on different days, for which service the fee specified in the List of Terms & Conditions from time to time in effect will be charged. Preferred private customers and corporate Customers may request the bank card to be delivered via courier service in Hungary as well, for which service the fee specified in the List of Terms & Conditions from time to time in effect will be charged.

The Bank reserves the right to refuse the postal delivery of the bank card—requested by the Customer—without giving any reasons, and deliver the bank card to the Customer in some other way set forth in the General Business Conditions.

Notwithstanding the above, the Bank shall make the Virtual bank card and its PIN code available to the Customer in the myRaiffeisen mobile application.

Upon the renewal of expired bank cards, the Bank shall—unless the Customer provides otherwise—deliver the new card to the Customer in the same way as the old card was delivered. In case of renewal of a Virtual bank card, the renewed bank card will also be made available to the Customer in the myRaiffeisen mobile application.

The Customer (Primary Cardholder and Additional Cardholder) may **within 40 not later than 60** days preceding the expiry of the bank card inform the Bank in any of the channels suitable to identify the Customer that he/she does not wish to receive the renewed card at a branch, but wants it to be mailed to one of his/her addresses registered by the Bank. The Bank may also call the Customer so that the Customer declare his/her intentions concerning the mailing of the Customer's renewing debit or credit card to one of the Customer's addresses registered by the Bank. The Bank shall deliver the debit or credit card to the Customer acting in accordance with the Customer's declaration.

**10.1.3.3** If the Customer or the Cardholder fails to collect the manufactured bank card for thirty days from the date of application despite the Bank's notice, the Bank shall not be held liable for any loss or consequence stemming from this (especially for the shortening of the time of usage of the bank card). After the lapse of three months from the date of application—or in the case of a renewed bank card, from the date of expiry of the previous bank card—the Bank shall have the right to cancel unclaimed cards or those not activated by the Customer, without any specific notice to the Customer. In such case, the Customer shall be entitled to a time-proportional refund on the annual bank card fee.

**10.1.3.4** When collecting a bank card at a branch, the Cardholder should identify himself or herself with a personal identification document bearing a photograph and a signature, as well as put a signature matching the one

featuring on the cardholder application in the relevant field of the bank card. Signing the bank card is mandatory even in case the card is delivered by mail. Any loss stemming from the Cardholder's failure to sign the bank card or sign it in a way matching the signature featuring in the cardholder application shall be borne by the Customer. If the card application is submitted not in-person, or by an authorised representative, then the Bank shall deliver the card only and exclusively to the Cardholder, who must take delivery of the card in-person at the branch, except

(i) in the case of a Business Card the Bank agrees differently with the account holding Customer, or the Customer asks—in a channel suitable to identify the Customer—the Business Card to be mailed, or

(ii) the Virtual bank card.

If a Business Card is delivered by mail as above to the account holding Customer, in that case after the card has been posted it shall be the sole responsibility and duty of the account holding Customer to ensure that the Cardholder receive in-person the Business Card requested for him/her.

**10.1.3.5** After the delivery of the bank card, the safe storage and the proper and legitimate use of the bank card shall be the Cardholder's responsibility.

In view for a safe bank card use, the following major rules of conduct are expected from the Cardholder:

- (i) After the PIN code is learned, the package or other device (card) containing the PIN code should be destroyed.
- (ii) The bank card and the PIN code (if it is recorded in any way) should be kept separately from each other, and inaccessibly for third parties.
- (iii) When using or storing the bank card, the Cardholder should always make sure that it does not get near magnetic fields.
- (iv) The PIN code should only be used when the Cardholder uses an ATM or—in the case of purchase—if the card-reading apparatus of the retail merchant is enabled to accept PIN codes, and using the PIN code is mandatory for the given card.
- (v) Only the natural person whose name is displayed on the card shall have the right to use the bank card (execute transactions).

**10.1.3.6** Upon delivery of the bank card, the Cardholder shall certify the intactness of the PIN card (a plastic card holding the PIN code that protects the PIN with a removable film) by signing the bank card certificate of receipt. In the case of postal delivery, the Customer shall immediately notify the Bank if the PIN card was not delivered in an intact state.

Any loss stemming from the Cardholder's failure to treat the PIN code as a secret or with due care, or from the Cardholder disclosing the PIN code to third parties, shall be borne by the Customer. Any liability of the Bank in respect of such losses shall be ruled out.

### Bank card activation

Bank cards sent by mail or via courier service or received through an agent will be activated through Raiffeisen Direkt, by the Cardholder providing his/her D-PIN, the Activation Code sent to the Cardholder and the bank card number, or providing the Activation Code sent to the Cardholder and the card number, and 3 personal data. The Activation Code necessary to activate the bank card will be sent by the Bank in an SMS message to the Cardholder's mobile phone number registered with the Bank.

A renewed bank card sent to the Cardholder by mail will be activated with the first transaction by the Cardholder in an ATM or POS terminal that is subject to entering the PIN code, or it may as well be activated through Raiffeisen Direkt as described in the previous paragraph. It is a further precondition for activation via an ATM or POS terminal that the Cardholder should physically use the card to complete the transaction, i.e. not use a digitised version of the

card and that the PIN code should be verified by the Bank (verification should be done in the online mode). How the PIN code is verified is determined by the settings of the POS terminal, so if in accordance with the settings of the POS terminal the PIN code is verified not by the Bank (i.e. it is verified offline), the card will not be activated. The card will be activated in the case of an unsuccessful transaction as well, provided that the correct PIN code has been entered, the Bank has verified it, and the transaction was unsuccessful for some other reason.

The Cardholder may as well activate the card via the myRaiffeisen Mobile Application. The Bank will gradually introduce activation via the myRaiffeisen Mobile App to its Customers from the date and for the customer base specified in the Announcement on Services available in myRaiffeisen Mobile Application. Activation via the myRaiffeisen Mobile App is not available for credit cards and Versatile CLEVERcards.

The Customer may activate a bank card received in branch in person at the bank branch or in the myRaiffeisen mobile application.

The Virtual bank card is activated in the myRaiffeisen mobile application both on initial issuance and on renewal.

Retail, Premium and Private Banking Cardholders can activate their own bank cards via the myRaiffeisen Mobile App.

In case of a business bank card, the Cardholder can activate his/her own card via the myRaiffeisen Mobile Application if the Cardholder is an authorised representative properly notified to the Bank in the signature card, whether his/her right of representation is independent or not, or if he/she is not an authorised representative, but is a Cardholder.

In the case of a Business Card, activation may be done by the Cardholder through the Raiffeisen Electra system as well.

**10.1.3.7** Against payment of a fee specified in the List of Terms and Conditions, the Cardholder may request to have the PIN code of his card changed, in one of the ways from time to time identified by the Bank, or request the Bank to disclose his valid PIN code once more, in the same way as it was initially disclosed to the Cardholder. The PIN code of the Virtual bank card cannot be changed.

**10.1.3.8** The provisions of these General Business Conditions concerning PIN codes—including in particular their confidentiality and the assumption of the risk of loss—shall be governing as applicable for D-PIN codes as well.

#### **10.1.4 Fees, Commissions and Charges**

**10.1.4.1** The fees, commissions and charges connected to bank card issue and usage are published in the List of Terms and Conditions effective from time to time.

**10.1.4.2** The fees, commissions and charges pursuant to the List of Terms and Conditions shall be debited to the Customer's payment account upon the recording of the application in the Bank's systems and—in the case of bank cards with a period of validity longer than 1 year—upon the start of each year of validity, as well as upon the settlement of each transaction, without the balance in the Customer's payment account being examined. If the required financial coverage is unavailable in the Customer's payment accounts, in the case of the Bank's Retail and Premium Customers the Bank will record its receivables in a claim registration account connected to the bank account as past due debts owing to the Bank.

#### **10.1.4.3 Travel, Accident and Luggage Insurance Connected to the Bank Card**

An insurance policy attached to the bank card may be requested simultaneously with the cardholder application as well as thereafter. The validity of the insurance shall be adjusted to the validity of the bank card, i.e. if the period of validity of an expiring bank card is prolonged, the term of the insurance coverage shall also be prolonged, and if the bank card becomes void, the insurance shall also cease. Upon the shortening of the period of validity for any reason,

the Bank shall give a proportional refund on the insurance premium to the Customer. The Cardholder shall have the right any time during the period of validity of the bank card to terminate the insurance connected to the bank card by a written notice filed at any branch. The detailed terms & conditions of insurance attached to the bank card are set out in the Insurance Manual. The Insurance Manual shall be handed to the Cardholder upon the conclusion of the agreement. Customers shall have unlimited access to the Insurance Manual at the Bank's branches. Issuance of the insurance policy is no precondition for the validity of the insurance relationship connected to the bank card. The Cardholder shall have the right to request a special certificate concerning the existence of the insurance contract connected to the card. The insurance contract shall enter in force upon the payment of the insurance premium.

## **10.1.5 Rules Concerning Bank Card Usage**

### **10.1.5.1 Validity**

The expiry date of the card is shown on the card by month and year. The bank card shall be valid until 24:00 p.m. on the last day of the month of expiry. The Customer takes note that the period of validity shall start in the calendar month of the processing of the cardholder application by the Bank (i.e. not on the date of delivery of the card).

### **10.1.5.2 Bank Card Usage**

**10.1.5.2.1** The Customer shall use the bank card in the way determined in the agreement with the Bank and in its integral annexes—including especially these General Business Conditions—and behave in a manner generally expectable in the given situation in view for ensuring the security of the personal authentication data (PIN code) necessary for bank card use.

The bank card is the Bank's property. It may not be transferred to third parties, pledged as collateral, deposited as security, or handed over to third parties for use.

**10.1.5.2.2** The limit requirements of bank card usage concerning the different transactions and card cash deposits are set forth in the List of Terms and Conditions. Within the limits specified in the List of Terms and Conditions, the Cardholder may set his own—cash withdrawal and purchase—limits in the cardholder application. If the Cardholder does not exercise his right of limit-setting, the application shall be recorded with the limits specified in the List of Terms and Conditions. In case the Cardholder identifies his account balance from time to time available as the purchase limit, he may administer purchase transactions in person with the bank card up to this limit at retail merchants; however, in the case of Internet purchases the amount of the individual purchase transactions may not exceed the standard purchase limit set out in the List of Terms & Conditions. The Cardholder may at any time initiate a change of card usage limits within the limits set out in the List of Terms and Conditions (not inclusive of the contactless limit or the limit set for Internet purchases—and the card cash deposit limit, which cannot be changed by either the Customer or the Cardholder). Limit modification may be initiated in writing in the Bank's branches as well as via Raiffeisen Direkt, or through the Electronic Channels for which the relevant User Manual allows this. As a precondition for using Raiffeisen Direkt for limit modification, natural person Customers should identify themselves by means of their D-PIN code.

In the case of a Customer qualifying as an enterprise or organisation, the Customer's standing representative registered with the Bank may initiate changing the card usage limit via Raiffeisen Direkt or through other telecommunication channels, after identifying himself/herself with the login identification code issued by the Bank and 3 personal identification data, or in writing, or through the Raiffeisen Electra system.

In the case of a business card or an additional card, the Cardholder's initial card usage limit (that may be changed later) shall be set or approved by the payment account holding Customer (subject to the limits set out in the List of Terms and Conditions) in the cardholder application.

Linking a bank card to another payment account does not affect the card usage limits associated with the bank card.

The Customer has the right via Raiffeisen Direkt or through the myRaiffeisen Mobile Application to fully deactivate the possibility to make purchases by card in internet commerce (Card Online Purchase function) at the Bank in person at the Bank's branches and through the Electronic Channels for which the relevant User Manual allows this.

### **10.1.5.2.3** Extraordinary, Temporary Increase of the Daily Limit of Bank Card Usage

A natural person Customer with a D-PIN—or a person authorised by the Customer on a standing basis who holds an own D-PIN and a bank card connected to the Customer's account—may request permission from the Bank through Raiffeisen Direkt to exceed his/her limit, up to the available balance in the account at maximum; however, the maximum amount of Internet purchases may not exceed the standard purchase limit set out in the List of Terms & Conditions in such case either. In the case of a Customer qualifying as an enterprise or organisation, the Customer's standing representative registered with the Bank may initiate an extraordinary limit increase to be permitted via Raiffeisen Direkt, following identification by his/her Direkt ID and D-PIN, or through other telecommunication channels, by stating the identification code issued by the Bank as well as 3 personal identification data. The fee charged for the extraordinary, temporary increase of the daily bank card limit is set out in the List of Terms and Conditions from time to time in effect.

The execution of transactions in excess of the limit shall be permitted after the Bank has examined the Cardholder's bank card status and the available balance in the Customer's payment account, provided there is a sufficient balance.

The Bank may limit the amount of the extraordinary increase of the cash withdrawal limit in the clientele(s) determined by the Bank, which is to be disclosed in the List of Terms & Conditions governing for the affected clientele. A Cardholder concerned by the limitation shall have the right to request the extraordinary increase of his/her cash withdrawal limit by the amount determined by the Bank and disclosed in the List of Terms & Conditions from time to time in effect at the most.

The permission for limit increase concerns only and exclusively one day (24 hours at maximum), and when the day is over, the bank card may again be used only up to the regular limit

### **10.1.5.2.4**

**10.1.5.2.4.1** Using the bank card, the Cardholder shall be entitled to

- a) purchase goods or services at the retail merchants displaying the logo featuring on the bank card,
- b) draw cash at authorised credit institutions,
- c) draw cash from ATMs displaying the logo featuring on the face of the bank card using the PIN code,
- d) deposit cash in ATMs displaying the logo featuring on the card, using the PIN code,
- e) use other services provided by ATMs using the PIN code,
- f) in the case of purchases via the internet or other remote channels, pay the price of the purchase,
- g) administer other transactions facilitated by the Bank or by an ATM operator.

**10.1.5.2.4.1.1** The Bank is entitled to reject a payment transaction related to an online purchase initiated with a bank card if the merchant/service provider does not initiate a strong customer authentication, which is mandatory under the law applicable to it. An internet purchase initiated with a bank card without strong customer authentication will be executed by Bank if the payment transaction is made for the benefit of a merchant/service provider for which strong customer authentication is not required by law (e.g. a merchant/service provider outside the European Union).

**10.1.5.2.4.1.2** From the date announced by the Bank, in the case of Cardholders who do not hold payment accounts of their own at the Bank, as well as account-holding Cardholders that do not use the Raiffeisen DirektNet and myRaiffeisen Mobile Application services, for the approval of purchases over the internet or through other remote channels the Bank provides a Direkt ID as defined in Part 2, Chapter XIII that is necessary to create the second authentication component of customer authentication (without Raiffeisen Direkt and DirektNet services) and thereby the right to approve purchases made over the internet or other remote channels (access to Digital Channel) in the myRaiffeisen Mobile App by applying for a bank card. The Customer is responsible for downloading and activating the myRaiffeisen Mobile Application. On the basis of the right defined above, a Cardholder as defined above shall approve purchases over the internet or other remote channels with strong customer authentication using software token (mobile token).

Apart from the Customers specified above, the Bank provides an opportunity for strong customer authentication with software token (mobile token) for any Customer who downloads the myRaiffeisen mobile app.

**10.1.5.2.4.1.4** The bank card may not be used for any purpose that is illegitimate according to Hungarian laws or the law of the country where the transaction takes place, and may not be used especially to pay for goods or services that are prohibited by law.

**10.1.5.2.4.2** The Cardholder shall have the right in the case of a valid card to receive credits to the payment account or Credit Card Account attached to the Bank Card via Mastercard MoneySend or Visa Fast Funds Transactions.

**10.1.5.2.5** The Bank shall not be held liable for instances when a card-accepting merchant or bank refuses to accept the bank card, or does not permit a given payment order.

The Bank shall not have any liability in the legal disputes arising between the Cardholder and a retail merchant about the product or service in respect of a purchase effected with the bank card.

The Bank shall not have any liability either if due to a breakdown or technical failure of the technical system (ATM, other equipment, communication system or device, data processing system, transport connection) of the international card association, the card-accepting merchant, or another service provider or credit institution—or due to any other similar reason—the bank card may not be used.

The Bank shall not bear liability for reimbursing the merchant service charge if the card-accepting merchant transfers the merchant service charge onto the Customer as a cost element, increasing the consumer price of the purchased goods or service.

The Bank shall not be liable for any limit or account balance excess, or the excess of any overdraft facility or credit line, in case the payment order is checked and approved before its execution—in accordance with the rules of procedure of the Card Association—not by the Bank, but by the card-accepting merchant or the Card Association itself.

The Bank shall not bear liability for any losses sustained by the Cardholder on account of any omission of the card-accepting merchant in the course of card acceptance, or the non-authorisation of a given bank card transaction, therefore it shall not be liable if the Bank Card is used without the PIN code or the Cardholder's signature in excess of the contactless limit amount, or contrary to the settings of the card-accepting merchant.

The Bank shall not be liable for losses sustained by the Cardholder and arising from any damage to the bank card after it has been delivered to the Cardholder.

**10.1.5.2.6** If in the course of card usage (e.g. ATM) the PIN code is entered incorrectly 3 consecutive times, any more PIN-based card use shall be blocked for that day. In such event, the card-accepting merchant or ATM may withhold the bank card.



If in the course of bank card use the PIN code is entered incorrectly 10 consecutive times, the Bank shall stop payment on the bank card with a final effect, and terminate its use.

If upon the online use of the bank card some authentication component used for strong customer authentication is entered incorrectly five consecutive times within the same day (whether individually or in combination), the Bank shall reject any online use of the card for that day.

**10.1.5.2.7** Card-accepting merchants and banks may require the Cardholder to present ID documents to verify his identity. In case of further doubts, they have the right to inform the Bank about the case and withhold the card. Card-accepting merchants operating in the Internet have the right to ask the Bank to identify the Customer.

The Cardholder may let the Bank know—via Raiffeisen Direkt—if a card-accepting merchant or bank has refused to accept the bank card.

**10.1.5.2.8** Card-accepting merchants should ask, via their acquiring bank, for the Bank's permission to execute transactions exceeding their limit. When giving the permission, the Bank shall immediately reserve the amount of the transaction from the available and disposable balance of the payment account or Credit Card Account attached to the card—including any overdraft facility attached to the bank card—without examining the legitimacy of the transaction. The amount shall be kept reserved until the debit of the transaction sent in by the card-accepting merchant arrives at the acquiring Bank, or until the transaction is unambiguously identified, but for maximum fifteen (in the case of specific transactions, maximum thirty-five) days.

For bank card transactions below the authorisation limit, card-accepting merchants do not ask for the Bank's permission, therefore the amount of these transactions will not be blocked in the payment account. The Customer takes note that these transactions are checked and approved not by the Bank, but by the retailer or the international bank card association itself, as a consequence of which a payment order (or several ones) may result in an excess of the limit or the account balance, or an excess of the overdraft facility or credit line. If the card-accepting merchant subsequently asks permission for these transactions, the Bank shall block these items in the payment account, irrespective of the excess.

**10.1.5.2.9** When paying at a card-accepting merchant or withdrawing cash at the cash counter of a credit institution with the bank card (with the difference specified in Section 10.1.1 for contactless cards), by signing the transaction slip and/or using the PIN code the Cardholder acknowledges the authenticity and the mathematical correctness of the slip and the debit, and irrevocably orders the Bank to directly pay the price of the goods, services or drawn cash from the Customer's payment account.

The Cardholder shall keep his copy of the transaction slip, or in the case of an Internet purchase order, the correspondence concerning the order, or a copy of the purchase order, as evidence for the content of the bank card usage. The Cardholder shall keep certificates concerning unsuccessful transactions as well, along with any receipts generating in such case and evidencing cash payment.

The use of the bank card by the Cardholder shall be regarded as a payment order given to the Bank even if no transaction slip is generated pursuant to the above (e.g. in the case of ordering goods / services on the phone, or contactless transactions). In such case, the amount of the debit order presented by the acquiring Bank shall be accepted as the amount of the payment order.

In the case of cash withdrawal and purchase transactions effected with a chip card, the Cardholder is identified by the PIN code, not inclusive of contactless transactions below the contactless limit, or the bank card types specified in the Bank's List of Terms and Conditions from time to time in effect. In the case of cash deposit transactions executed with chip cards, the PIN code must be entered for the identification of the Cardholder.



In the case of contactless transactions below the contactless limit, issuing a transaction slip is optional. A slip is prepared automatically for the retailer only; however, upon the Cardholder's request the retail merchant shall also deliver a purchaser's copy simultaneously with the purchase.

**10.1.5.2.10** The maximum amount of cash that may be drawn from an ATM with a single transaction shall be determined by the operator of the equipment. The Bank shall have no liability whatsoever for complaints in this respect.

It is not guaranteed that the total amount of the daily cash withdrawal limit established by the Customer may be drawn from any ATM with one single transaction.

**10.1.5.2.11** In the case of card-based payment transactions initiated by or through the beneficiary where the exact amount of the payment transaction is not yet known at the time of approval by the Customer or Cardholder, the Bank may block any amount in the payment account of the Customer as a payer only if the Customer has approved the exact amount of the blockage. The Bank shall release the blockage immediately as soon as it is informed of the exact amount of the payment transaction, but never later than immediately after receipt of the payment order.

#### **10.1.5.2.12 Cash Deposit at ATM**

**10.1.5.2.12.1** The Bank provides an opportunity for its own Customers and Cardholders to deposit the paper banknotes specified in the List of Terms & Conditions in ATMs to their accounts, in respect of the card types and ATMs specified in the List of Terms & Conditions. The cash deposit takes place in the presence of the card, i.e. with the Customer or Cardholder inserting it in the ATM or using the contactless method, and entering the PIN code, without the use of an envelope. There is no cash deposit made available to the Customer in case of Virtual bank cards.

##### **10.1.5.2.12.2 Rules of Conduct for Cash Deposit through ATM**

The rules of conduct for cash deposits through ATM are included in these Conditions and are also displayed on the ATM.

In accordance with the rules of conduct for cash deposits through ATM, the Customer may insert in the slot of the ATM

- paper banknotes
- that are undamaged,
- subject to the limit shown in the ATM regarding the number of banknotes.

In accordance with the rules of conduct for cash deposits through ATM, the Customer may not insert in the slot of the ATM

- banknotes other than paper banknotes, or coins,
- objects or materials other than paper banknotes,
- banknotes that are not intact, i.e. damaged, creased, or impaired in any other way,
- foreign objects together with the banknotes, or
- banknotes together with any object or material serving to store the banknote.

The Customer shall reimburse the Bank for all losses caused by violating the rules of conduct.

The Bank shall have the right to commission a third party to investigate and give opinion on the injurious conduct. The Customer shall pay the loss to the Bank within the timeframe specified in the notice; if the deadline passes without result, the Bank shall have the right to enforce the amount of the loss against any bank account of the Customer.

**10.1.5.2.12.3** No cash deposit is possible with a digitised card. The opportunity for cash deposit will be displayed in the ATM in the case of Cardholders who meet the eligibility criteria for using the ATM cash deposit service, i.e. the depositor is the Bank's own Customer, and the Bank Card belongs to a card type included in the service according to the List of Terms & Conditions.

If the Cardholder chooses the cash deposit function, the Bank informs the Cardholder after the insertion of the banknotes in the ATM on the basis of the cash deposit limit applying to the Cardholder about how much more money the Cardholder may deposit on the given calendar day.

The Bank will not accept—hence the ATM will immediately reject—the banknotes deposited by the Cardholder in the ATM in excess of the cash deposit limit, or any ineligible banknotes inserted in the slot of the ATM.

The Bank will check the banknotes for authenticity and fitness for circulation, and inform the Cardholder in the screen of the ATM of the amount of the banknotes received, and if the authenticity checking has found any suspect counterfeit banknotes, of the number of suspect counterfeit banknotes. If on the basis of the fitness checking the banknotes include banknotes of doubtful authenticity, the banknotes taken over by the Bank will include these as well.

Unless the cash deposit transaction is interrupted by the Cardholder, the Bank will issue a receipt on the cash deposit, including the deposited amount and the number of suspect counterfeit banknotes; following this, the settlement of the transaction shall be governed by the relevant rules.

## **10.1.6 Settlement of the Transactions Arising from Bank Card Usage**

### **10.1.6.1**

#### **Settlement of Cash Withdrawal and Purchase Transactions**

The transactions arising from the use of the card issued for the Cardholder shall be debited or credited where applicable—without the Bank examining the legitimacy of such transactions—to the Customer's payment account attached to the card at the time of authorisation / request for authorisation, without any examination of the balance available in such payment account. The value date of debiting means the day when the international bank card association submits the settlement of the transaction to the Bank, or in the case of transactions carried out through ATM-s operated by the Bank when the transaction is processed, and the Bank executes booking qualifying as the settlement of the transaction (the date of booking shall be T day).

In the case of a foreign currency transaction, the amount booked in HUF shall not be necessarily identical with the HUF amount blocked upon the permission request, as the Bank shall always execute the debiting at the rate in effect on the value date of debiting (i.e. at the T-day buying or selling rate, depending on the direction of the conversion, established on T day in accordance with Part One, Chapter VII, Section 7.15 of these General Business Conditions). It is on this day that the Bank pays the equivalent of the transaction to the acquiring bank. The Bank undertakes to debit the Customer's payment account attached to the bank card within fifteen business days of the Bank's receipt of the transaction slip at the latest.

Within the prescription time, the Bank shall have the right to debit the Cardholder's payment account with the amount of the transaction, without any regard to the rightfulness of the transaction. If the required financial coverage is unavailable in the Customer's payment accounts, in the case of Retail and Premium Customers the Bank will record its receivables in a claim registration account connected to the bank account as past due debts owing to the Bank.

If the Bank keeps several payment accounts for the Customer, the Customer may request—against payment of a fee specified in the List of Terms and Conditions—to have his bank card attached to another payment account kept

at the Bank on behalf of the Customer. The amount of the transactions executed with the bank card that have already been reserved but not yet booked on the old payment account shall be debited to the Customer's old payment account.

The international bank card association will settle the transaction made in Hungary at a domestic card-accepting merchant in HUF if the merchant's acquiring bank participates in the domestic settlement cycle. If the merchant's acquiring bank does not participate in the domestic settlement cycle, Mastercard will settle the transaction made in Hungary in HUF at a domestic card-accepting merchant in EUR, and Visa will settle the transaction in USD

All transactions executed abroad or in foreign currency and in Hungary in a currency other than HUF are settled

- by Mastercard international bank card association in EUR and converted into EUR at its own exchange rate. Transactions in EUR are settled in EUR and Mastercard does not perform any conversion.
- by VISA international bank card association will settle the transaction in EUR and will not perform a conversion if the currency of the transaction is EUR. VISA international bank card association will settle the transaction in USD and will convert the transaction amount into USD at the exchange rate it applies if the currency of the transaction is other than EUR. For transactions in USD, the settlement is in USD and VISA does not perform any conversion..

If the currency of the payment account attached to the bank card differs either from the currency of the transaction or from the currency used by the international bank card association in the course of settlement, the Bank shall convert the relevant amount at its own foreign exchange buying / selling rate quoted on the date of the conversion as per the second paragraph of this section, and debit the payment account with this converted amount.

If the currency of the payment account attached to the bank card is different either from the currency of the transaction or from the currency used by the card company for the settlement of the crediting, the Bank shall convert the relevant amount at the foreign exchange buying/selling rate valid at the time of crediting (if the crediting takes place before 14:00, on T-1 day, and if the crediting takes place after 14:00, on T day), and credit such converted amount to the payment account.

If the currency of the payment account attached to the bank card is identical to the settlement currency used by the international bank card association, no bank conversion affecting the customer will be performed.

If the currency of the payment account attached to the bank card is identical to the currency of the transaction, no bank conversion affecting the customer will be performed.

### **Receipt, Processing and Crediting of Mastercard MoneySend and Visa Fast Funds Transactions for Consumer Customers in Accounts Attached to Cards**

The Mastercard MoneySend Transaction will be credited to the payment account or Credit Card Account of the consumer Customer to whose account the card identified in the course of the MoneySend Transaction is from time to time attached.

The Visa Fast Funds Transaction will be credited to the payment account of the Customer to whose account the card identified in the course of the Visa Fast Funds Transaction is from time to time attached.

MoneySend and Visa Fast Funds Transactions are credited to the account as card transactions so that in the case of a Mastercard debit card the text "MoneySend", whereas in the case of a VISA bank card the text "VISA Direct" will

appear in the narrative field. In the case of a Mastercard credit card, "MoneySend" will not be identified in the narrative field in the Credit Card statement.

The Bank ensures that the amount of the MoneySend or Visa Fast Funds Transaction will be credited to the payment account or Credit Card Account attached to the bank card identified in the course of the MoneySend or Visa Fast Funds Transaction within maximum 30 minutes after the approval of the request for permission of the transaction. The Bank is notified of the time of approval of the request for permission of the transaction by the card association.

If the currency of the MoneySend or Visa Fast Funds Transaction is different from the currency of the payment account attached to the bank card identified in the course of the MoneySend or Visa Fast Funds Transaction, the Bank shall convert the MoneySend or Visa Fast Funds Transaction to the currency of the payment account or Credit Card Account and credit the same to the account at the exchange rate determined in accordance with the following conversion rules.

Transaction currency	Currency of payment account or Credit Card Account	Crediting
HUF	HUF	HUF (no conversion)
Any currency quoted by the Bank that is identical with the currency of the account	Any currency quoted by the Bank that is identical with the currency of the transaction	No conversion
Any currency not quoted by the Bank	HUF	The amount of the transaction is converted to HUF by the card association, and the Bank will credit this HUF amount to the account
HUF	Any currency quoted by the Bank other than HUF	The Bank converts the amount of the transaction to the currency of the account at the foreign exchange selling rate valid at the time of crediting of the account
Any currency quoted by the Bank other than HUF	HUF	The Bank converts the amount of the transaction to the currency of the account at the foreign exchange buying rate valid at the time of crediting of the transaction to the account
Any currency quoted by the Bank other than HUF that is not identical with the currency of the account	Any currency quoted by the Bank other than HUF that is not identical with the currency of the transaction	The Bank converts the amount of the transaction to HUF at the foreign exchange buying rate valid at the time of crediting of the transaction to the account, then converts the HUF amount to the currency of the account at the foreign exchange selling rate valid at the time of crediting of the transaction to the account
Any currency not quoted by Raiffeisen Bank	Any currency quoted by the Bank other than HUF	The amount of the transaction is converted to HUF by the card association. The Bank converts the HUF amount to the currency of the account at the foreign exchange selling rate valid at the time of crediting of the account

### Settlement of Cash Deposit Transactions

The transactions arising from the use of the card issued for the Cardholder shall be credited to the Customer's payment account from time to time attached to the card. The value date of crediting shall be the day when in the

case of transactions administered through ATMs operated by the Bank the transaction is processed. The booking date is the day on which ~~and~~ the Bank does the booking qualifying as settlement of the transaction.

Following the cash deposit, any suspect counterfeit banknotes shown in the ATM receipt will not be settled or booked to the account.

As regards suspect counterfeit banknotes, after the cash deposit the Bank will continue the authenticity checking and in case the banknote proves to be authentic, its amount will be booked and credited to the account with value on the date of the cash deposit. If the Bank still finds the banknote to be suspect counterfeit, it will be forwarded within 20 business days of the cash deposit to the National Bank of Hungary for examination by an expert. The equivalent of a suspect counterfeit banknote may not be claimed from the Bank. The Bank shall inform the Cardholder of the result of the expert examination within 10 business days of the notification concerning the result of the MNB examination.

If in the course of the cash deposit the Bank finds a banknote of doubtful authenticity, it will continue the fitness checking after the cash deposit.

If on the basis of the continued fitness checking the Bank finds that the banknote is fit for circulation, no further steps will be taken, and the Cardholder will not be notified of the checking and its result, considering that the amount of the transaction has been settled already.

If on the basis of the continued fitness checking the Bank finds that the banknote is of doubtful authenticity, the banknote will be forwarded within 20 business days of the cash deposit to the National Bank of Hungary for examination by an expert.

If the fitness checking finds that the deposited banknote was not authentic, the Bank shall inform the Account Holder and the Cardholder of the result of the expert examination within 10 business days of the notification concerning the result of the MNB examination. If on the basis of the checking the banknote is not authentic, then considering that this amount has already been settled and credited to the Customer's account, the Bank shall have the right to enforce the value of the false banknotes against the Customer's account, to the debit of any payment account of the Customer, or against any other receivables of the Customer due from the Bank (including in particular by set-off or in any other way) after notification to such effect.

If the Bank keeps several payment accounts for the Customer, the Customer may request—for the fee specified in the List of Terms & Conditions—his/her card to be attached to another payment account kept at the Bank. The amount of earlier card transactions not yet booked to the previous payment account will be credited by the Bank to the previous payment account.

**10.1.6.2** The Bank shall have the right to immediately correct erroneous credits and debits in the payment account or Credit Card Account after discovering these.

### **10.1.6.3 Statements of Account and Complaints**

**10.1.6.3.1** Of each debit and credit affecting the payment account or the Credit Card Account and connected to transactions carried out with the bank card or Credit Card issued in respect of the payment account or the Credit Card Account, respectively, a statement of account including the current balance as well shall be sent to the Customer's mailing address or in an electronic format, via Raiffeisen DirektNet, in accordance with the Customer's instructions, pursuant to the payment account agreement made with the Customer or—in the case of natural persons—the Bank's Consumer Business Conditions, or the account statement shall be provided to the Customer via in-person delivery at a branch. The items of the account statement connected to bank card or Credit Card transactions as well as the current balance shown in the account statement shall be regarded by the Bank as

accepted unless the Customer lodges a complaint in writing at any branch of the Bank, with all available evidence attached, within the timeframe set out in Part One, Section XVII.17.4 of these General Business Conditions. In the absence of all documents supporting the rightfulness of the complaint, the complaint shall be rejected. The Cardholder shall check whether any unauthorised transactions are shown in the account statement. If a non-consumer Cardholder is unable to file a complaint within the above timeframe for some reason outside his control, he shall be able to do so within a timeframe of 13 months from the date of the concerned transaction.

Complaints can also be reported by using the Bank's call centre Raiffeisen Direkt after the Customer has identified himself/herself with his/her Direkt ID and D-PIN. The Cardholder may report to the Bank via Raiffeisen Direkt if a card-accepting merchant has refused to accept the bank card or Credit Card.

**10.1.6.3.2** The Customer's complaint shall not have a delaying force in respect of the Customer's obligations towards the Bank.

**10.1.6.3.3** As regards the investigation of complaints and the timeframe within which they are to be taken care of, the general rules set out in Chapter XXI of these General Business Conditions shall be governing, subject to the following differences. Complaints can also be reported by using the Bank's call centre Raiffeisen Direkt after the Customer has identified himself/herself with his/her Direkt ID and D-PIN. If in view for evaluating the complaint in merit it is necessary to contact another enterprise, organisation or authority, the Bank's deadline for giving a response shall be prolonged with the period within which the contacted enterprise, organisation or authority gives substantial response to the Bank's request, subject to the maximum length of time permitted by the law.

**10.1.6.3.4** For the reimbursement of the amount of the transaction concerned by the complaint to the Customer, the provisions of Part 1, Section XIV/14.6 of these General Business Conditions shall be governing as applicable.

The amount of a cash deposit transaction affected by the complaint will be refunded to the Customer's account belonging to the card on the date of the transaction, with value on the date of the transaction.

Any complaint related to cash deposit transactions and demanding that the Bank credit the amount of a suspect counterfeit or counterfeit banknote to the account will be rejected considering that the equivalent of a suspect counterfeit or counterfeit banknote may not be claimed from the Bank.

**10.1.6.3.5** The Bank will not undertake obtaining videotapes prepared on the transactions effected with bank cards at ATM-s operated by other parties, even against special commissions.

#### **10.1.6.4 Insufficient Cover**

**10.1.6.4.1** The Customer shall monitor the balance of his payment account, and make sure that it has a continuous credit balance. Any bank card use overdrawing the available balance in the payment account—or exceeding the overdraft credit facility that the Bank might have opened for the payment account—shall qualify as uncovered bank card use and entail the consequences specified in the civil and criminal laws effective from time to time.

**10.1.6.4.2** If the Customer's payment account is overdrawn, then—in addition to charging a debit interest specified in the current List of Terms and Conditions on the constrained loan for the period of the overdraft, and in the case of Retail and Premium Customers on the items recorded in the claim registration account connected to the bank account—the Bank shall enforce a reimbursement claim on the Customer in the following order, with simultaneous notice to the Customer:

- a) the Bank may satisfy its claim against any of the Customer's payment accounts kept at the Bank as well as—in the case of business cards—from the collateral securities provided by the Customer;
- b) the Bank may block all bank cards attached to the Customer's payment account with immediate effect, and take legal action to enforce its reimbursement claim.

## 10.1.7 Blocking, Replacing, Renewing, Suspending and Lifting the Suspension of Bank Cards

### 10.1.7.1 Reporting Loss and Theft

**10.1.7.1.1** The blockage of the bank card may be initiated by the Bank, the Customer, the Cardholder, or third parties.

**10.1.7.1.2** The Customer or the Cardholder should immediately report to the Bank if the bank card and/or the secret PIN code is lost, stolen, obtained or used by unauthorised third parties.

With its Raiffeisen Direkt service, the Bank provides an opportunity for the Customer to satisfy the requirement of reporting any loss or theft as set out in this section any time.

**10.1.7.1.3** Blockage may be initiated at the Bank any day of the week 0-24 hours on the phone, by calling Raiffeisen Direkt.

VISA bank cards may also be blocked at the London headquarters of VISA International, or at any VISA member bank.

MasterCard bank cards may also be blocked at the Waterloo headquarters of MasterCard International, or at any MasterCard member bank.

**10.1.7.1.4** If the blockage of a bank card is initiated, the Bank shall not examine authorities. Any loss stemming from unauthorised blockage shall be borne by the Customer.

In case blockage is initiated on the phone, the Bank shall ask for the Customer's or the Cardholder's identification data. In case the caller is another person, the Bank may ask for the caller's personal identification data as well.

Initiation of blockage shall be accepted from other persons as well if the Customer or the Cardholder is impeded, and the caller is able to provide credible evidence of this circumstance. In such case the Bank shall not examine whether the reported loss or theft is true or not, and shall not be held liable for any loss the Customer or the Cardholder might sustain as a result. The Bank shall have the right to block the bank card issued by the Bank and suspend or ban bank card use for bank security reasons, in view for the protection of the Customer.

If the suspicion of fraudulent card use arises, in view for the protection of the Customer's interests the Bank shall have the right to block the bank card with a temporary effect, until the circumstances of card use are cleared up, or to block the same with a final effect.

**10.1.7.1.5** Upon the initiation of bank card blockage, the caller shall identify

- a) the number or type of the bank card,
- b) the Cardholder's name,
- c) in case the bank card is lost or stolen, the fact, circumstances and location of the loss or theft.

Bank card theft should be reported to the police of the given country as well.

**10.1.7.1.6** Blockage is final, i.e. a blocked bank card may not be used any longer even if found, and the Cardholder should return it to the Bank.

### 10.1.7.2 Risk Bearing

**10.1.7.2.1** In respect of any unapproved payment transactions effected with the lost or stolen bank card or personal authentication data of the Customer, or arising from the unauthorised use of the same, the loss shall be borne by the Customer up to the equivalent of HUF 15,000 before the notice as per Section 10.1.7.1.2 above is given. The Customer shall not bear such liability if

- a) the Customer was not in a position to become aware of the loss of the cash substitute payment instrument or the unauthorised use of the same prior to the fulfilment of the payment transaction,



- b) the loss was caused by an action or omission of an employee, agent, branch office, or outsourcing service provider of the Bank,
- c) the Bank fails to prescribe strong customer authentication,
- d) the loss was caused by means of a customised procedure qualifying as a cash substitute payment instrument which was implemented using an information technology or telecommunications tool, or the cash substitute payment instrument was used without personal authentication data—including the personal identification number (PIN) or some other code—or
- e) the Bank failed to meet its obligation to provide a continuous opportunity for reporting the loss or theft.

Any loss that was sustained after the reporting of the loss or theft shall be borne—up to the amount specified in the law from time to time in effect—by the Bank. The Bank shall be exempt from the liability if it is able to prove that the loss has been caused by the Customer acting in a fraudulent manner, or breaching intentionally or by gross negligence his/her obligation specified in Sections 10.1.5.2.1 and 10.1.7.1.2 above, and furthermore if the Customer has suspended the card instead of blocking it, given that the suspension of the card does not change risk-bearing rules.

The Bank as an issuer shall bear an obligation of indemnifying the Customer for any loss resulting from the erroneous execution or non-execution by the Bank of a payment transaction effected with the bank card in the range and up to the amount specified in the Payment Services Act.

**10.1.7.2.2** In the event of a bank card blockage, the local time valid in Hungary shall be regarded as the time of the blockage as far as the assumption of risks and losses is concerned.

### **10.1.7.3 Bank Card Replacement**

**10.1.7.3.1** If the bank card cannot be properly used, the Cardholder may request a replacement card against the fee specified in the List of Terms and Conditions. It is not possible to request a replacement card for a Virtual bank card.

When initiating blockage or returning a damaged card to the Bank, the Cardholder may simultaneously apply for the replacement card.

If the Cardholder is unable to properly use the card, then—after having the card blocked, and simultaneously returning the faulty card to the Bank—the Cardholder may request the Bank to issue a new bank card of another type, subject to the payment of actual and direct costs related to the replacement of the bank card as specified in the List of Terms and Conditions from time to time in effect.

**10.1.7.3.2** The type and period of validity of a bank card replacement shall be identical with the type and period of validity of the replaced bank card.

If a replacement is issued not more than one year before the expiry of the original bank card, the period of validity of the replacement card shall be prolonged by one year as compared with the expiry of the originally issued card.

**10.1.7.3.3** If the bank card is lost or stolen abroad, the Cardholder may

- a) have the bank card blocked and request a bank card replacement through Raiffeisen Direkt, after identification via his D-PIN; the card replacement may be forwarded to the Cardholder by courier service upon the Customer's request, against the fee specified in the List of Terms and Conditions, or
- b) ask for an emergency cash withdrawal, to be effected at the correspondent bank of the Bank, against the fee specified in the List of Terms and Conditions.

### **10.1.7.4 Bank Card Renewal**

**10.1.7.4.1** Before the expiry of the bank card, the Bank shall have a new card issued against the annual card fee published in the List of Terms & Conditions, unless the Bank receives instructions in writing or via Raiffeisen Direkt

to the contrary from the Customer or the Cardholder not later than 60 days before expiry, and provided that the card is active. If such instructions are given later than this, incurred costs shall be borne by the Customer. The new bank card shall inherit the settings of the expiring bank card, and shall belong to the payment account to which the expiring bank card was attached at the time when the renewal process was started by the Bank. The Bank shall also have the right to decide not to provide bank cards for the Customer or the Cardholder any longer, in which case the expiring bank card shall not be renewed. Rejection of renewal by the Bank shall qualify as a termination by the Bank of the bank card relationship. The Bank shall notify the Cardholder and the Customer on its rejection of renewal two month prior to the expiry of the bank card. The Bank is not obligated to provide its reasons for the decision concerning the rejection of renewal for the Customer. If no renewal takes place, the Cardholder and the Customer shall proceed as described in Section 10.1.9.2.

The Bank shall send notice to the Cardholder and the Customer about the issue of the new bank card.

**10.1.7.4.2** The old, expiring bank card shall be renewed under the effect of the bank card relationship established between the Bank and the Customer, with the terms and conditions of the expiring bank card being governing for the new bank card.

### **10.1.7.5 Suspending the Use of Cards and the Lifting of Suspension**

Bank Card suspension means that the cardholder does not wish to use the card temporarily, but is in possession of the card. Suspension does not mean terminating the use of the bank card or blockage of the card, so the provisions on risk bearing in the case of blockage do not apply if the bank card is suspended.

In the case of a suspended bank card,

- the Bank will reject initiated card transactions if authorisation is requested, and in such case recurring card transactions will not be completed either,
- any transactions authorised prior to the suspension but not booked yet will be booked by the Bank, so the suspension of the Bank Card will not prevent the booking of transactions not booked,
- the fees and charges related to the Bank Card are payable by the Customer, and their payment is not suspended by the suspension of the Bank Card,
- services linked to the Bank Card may not be applied for,
- travel insurance remains in force.

If the bank card and/or the secret personal identification number (PIN) has been lost, stolen, illegitimately obtained by a third party, or used by an unauthorised third party, the Customer or the Cardholder must immediately notify the Bank and have the bank card blocked, in which case suspension cannot be used for this purpose.

If the Cardholder does not wish to use the bank card permanently, or the Account Holder does not wish the Cardholder to use the bank card any longer, the bank card must be terminated, in which case suspension cannot be used for this purpose either.

The suspension of the card can be lifted before the card expires.

Lifting the suspension of the card means that the Cardholder can use the card again.

### **10.1.8 Information Supply, Data Protection**

**10.1.8.1** Account-related data qualifying as bank secrets shall not be disclosed to third parties without the Customer's consent, unless in the instances specified in the pertinent laws and other regulations. The distribution of a list of blocked bank cards (prohibition list) among card-accepting merchants or supplying information to them

regarding the existence or lack of coverage to certain transactions shall not qualify as a violation of this obligation of the Bank.

**10.1.8.2** The Bank may provide information to NBH, other credit institutions, investigating authorities (both in the prosecution and the investigation phase) and other competent authorities about Customers and Cardholders violating the Bank's card-related provisions.

**10.1.8.3** The Customer and the Cardholder consent to the Bank providing their data qualifying as bank secrets pursuant to the Banking Act to the international bank card association and its member banks, to organisations participating in bank card trades, as well as to the insurance company or insurance broker (if insurance is attached to the bank card).

## **10.1.9 Termination of Bank Card Use**

**10.1.9.1** Bank card use shall automatically end

- a) upon the death of a natural person Customer or Cardholder, or—if the Customer is an enterprise or organisation—upon the discontinuation without a legal successor of the enterprise or organisation;
- b) with the termination or expiry in some other way of the payment account;
- c) if use of the bank card is terminated (10.1.3.2);
- d) with the termination in any way of the cardholder agreement.

The Bank shall have the right to stop bank card use by way of blockage with immediate effect in the following cases:

- a) in any and all cases defined in Art. 6:387 of the Civil Code,
- b) if the Customer or the Cardholder severely violates any of the general terms and conditions of bank card use as specified in these General Business Conditions, or any provision of any agreement made with the Bank,
- c) if the Customer violates any of his agreements made with any credit institution or with any of the Bank's affiliated companies, as this shall be regarded as a cross default from the point of view of the bank card as well,
- d) if the Customer or the Cardholder perpetrates an infringement of the law with or by means of the bank card, or via a bank card transaction.

The Bank reserves the right in the event of the withdrawal of the given bank card or credit card product from the market to end the bank card service connected to the withdrawn product in its original form; however, in such case the Bank shall have the right to provide a new bank card or credit card service to the Customer that is identical with or as similar as possible to the original.

**10.1.9.2** Upon the expiry of the bank card or the termination of the payment account, the Cardholder or the Customer shall return the bank card(s) to the Bank, or destroy the same. All losses stemming from failure to return or destroy the cards shall be borne by the Customer. If a bank card is not returned or destroyed, the Bank may immediately take measures towards blockage, at the Customer's cost.

In the case of bank cards with a validity period of more than one year, if the Customer gives termination notice to the Bank by the starting day of the last month of an interim year of validity at the latest, the Bank shall not charge bank card fee for the following year(s) of validity.

Upon the termination of the bank card relationship, the Customer shall pay the Bank any and all debts that might have arisen in connection with the bank card.

**10.1.9.3** The Customer is aware that the equivalent of any transaction effected with the bank card—subject to the Bank's permission—shall be immediately reserved (blocked) in the Customer's payment account until settlement. If

during this time the Customer's payment account is terminated—irrespective of whether termination is initiated by the Customer or the Bank—the Bank shall reduce the balance of the payment account with the sum total of yet unsettled transactions (plus bank card usage fees and charges), and upon the termination of the payment account the Customer shall be delivered the balance reduced as per the above.

If simultaneously with the termination of bank card use all the Customer's payment accounts kept at the Bank are terminated, the Customer shall on the Bank's first written demand give the Bank refund on the equivalent of all bank card transactions whose debit orders were received by the Bank after the termination of the payment accounts.

**10.1.9.4** Upon the termination of the bank card, if no replacement card or free substitute is issued instead of the card, the Bank shall give a time-proportional refund for the period between termination and the next due payment date on any annual fee charged not longer than one year ago.

## **10.1.10 Notices, Modification**

**10.1.10.1** The Customer and the Bank shall inform each other in writing—or on the phone as described below—about any relevant circumstance and change affecting the bank card. Losses stemming from failure to give notice—except for any increase in commissions and charges due to the modification of the rules of operation of the international bank card association, and the correction of erroneous debits and credits—shall be borne by the negligent party. If in accordance with Section 10.1.7.1.4 the blockage of the bank card is initiated not by the Customer or the Cardholder, the Bank shall notify the Customer or the Cardholder—in advance, but not later than immediately after the blockage—of the fact and the causes of the blockage in an SMS message sent to the telephone number provided by the Customer, unless this would jeopardise the Bank's operational safety, or unless the performance of the obligation of notification is excluded by law.

If the Bank is unable to give notice on the phone, the Customer or the Cardholder shall be informed of the blockage in writing.

All notices and communication between the Customer and the Bank shall be sent in writing—with the exception specified in this section—in one of the following ways:

- a) in-person delivery;
- b) registered or certified mail (except for statements of account, which are sent by ordinary mail, as well as bank cards and PIN-s, and mails related to these and to complaints);
- c) fax or e-mail messages;
- d) SMS messages.

Fax and e-mail messages should be confirmed by registered mail, except for fax messages from the Customer to the Bank provided the Customer has made a special statement concerning the acceptance of orders sent as fax messages. Until evidenced otherwise, the date and time shown in the activity report of the fax message shall be regarded as the date/time of receipt.

Registered mail sent to the Customer shall be regarded as delivered on the fifth business day after certified mailing.

Written notices to the Customer shall be sent by mail, to the mailing address named by the Customer upon the opening of the payment account. The Bank shall not be held liable for losses stemming from the Customer's failure to receive notices due to unreported changes in the Customer's mailing address.

## **10.1.10.2 Information on the Website on the Mark-up Related to Card Transactions with Currency Conversion**

In accordance with Article 3a "Currency conversion charges related to card-based transactions" paragraph (2) of Regulation (EC) No 924/2009 of the European Parliament and of the Council of 16 September 2009 on cross-border payments in the Community and repealing Regulation (EC) No 2560/2001, the Bank provides information in its website to both consumer and non-consumer Customers on the Bank's mark-up in respect of cards linked to accounts kept in euro or in the lawful currency of any country of the European Union in the case of a purchase or ATM cash withdrawal (card transaction) executed in the territory of Hungary or any other Member State of the European Union by the Cardholder in a currency other than the currency of the account, in euro or in the lawful currency of any country of the European Union, where upon the booking of the transaction the Bank executes a currency conversion. Based on the information on the mark-up, the Customers may get informed prior to the initiation of the card transaction about the mark-up showing the difference between the Bank's exchange rate and the ECB exchange rate. The Bank provides information on the exchange rates and mark-up from time to time used by the international card companies through the card companies' links displayed in the website, therefore the full information on the mark-up is provided to the Customers through the Bank's mark-up displayed in the website and the card companies' links shown in the website.

## **10.2 Special Provisions of the Bank Card General Terms and Conditions Concerning Businesses and Organisations**

The provisions of this section shall apply—together with the contractual terms and conditions specified in Section II.10.1 above, as additions thereto—in respect of Customers who are Businesses or Organisations.

For the purposes of this section, business organisations, municipalities, budgetary institutions, foundations, churches, associations, public bodies and other legal entities, and other organisations shall qualify as Businesses / Organisations.

**10.2.1** The Customer should make sure that all Cardholders for whom a bank card has been requested know and fully comply with the general contractual terms and conditions set forth in these General Business Conditions. The Bank shall have no liability whatsoever for losses sustained by the Customer due to the Cardholders' failure to use bank cards in accordance with the general terms and conditions of card use or behaving in a way contradictory to the general terms and conditions. The Customer shall make sure that the mobile phone number personally used by the Cardholder is registered with the Bank, as in its absence the Cardholder will be unable to activate the bank card, and furthermore he/she will be unable to use the bank card to pay the price of purchases effected in the internet or through other remote channels.

### **10.2.2 Provisions for Messages Related to Card Transactions with Currency Conversion in Case of Non-Consumer Customers**

In accordance with Article 3a "Currency conversion charges related to card-based transactions" paragraph (6) of Regulation (EC) No 924/2009 of the European Parliament and of the Council of 16 September 2009 on cross-border payments in the Community and repealing Regulation (EC) No 2560/2001, which paragraph empowers the Bank in the case of non-consumer customers not to apply the obligation to send messages related to card transactions with currency conversion, the Bank will not send messages related to card transactions with currency conversion to its non-consumer Customers.

In accordance with the aforesaid, the Bank will not send information to non-consumer Customers on the mark-up in respect of cards linked to accounts kept in euro or in the lawful currency of any country of the European Union in the case of a purchase or ATM cash withdrawal (card transaction) executed in the territory of Hungary or any other Member State of the European Union by the Cardholder in a currency other than the currency of the account, in euro

or in the lawful currency of any country of the European Union, where upon the booking of the transaction the Bank executes a currency conversion.

In accordance with the aforesaid, the Bank does not calculate a mark-up showing the difference between the Bank's exchange rate and the ECB exchange rate either in the case of the above card transactions with currency conversion for non-consumer Customers.

Non-consumer Customers may not request the Bank to send them messages related to card transactions with currency conversion about the mark-up belonging to such card transactions with currency conversion.

### **10.3 Special Provisions of the Bank Card General Terms and Conditions Concerning Natural Person Customers**

The provisions of this section shall apply—together with the contractual terms and conditions specified in Section II.10.1 above, as additions thereto—in respect of Customers who are natural persons.

#### **10.3.1 Additional Bank Cards**

**10.3.1.1** The Customer may request the Bank to issue additional bank cards for the individuals named by him, up to the limit as to the number and type of cards specified in the List of Terms and Conditions.

**10.3.1.2** All bank cards attached to the payment account shall be governed by the general terms and conditions of card use as specified in these General Business Conditions. The general terms and conditions of card use concerning the Cardholder shall logically apply to the Additional Cardholder as well, unless this section provides otherwise.

The transactions executed with additional bank cards, as well as all related fees, commissions and charges shall be settled to the debit or credit of the Customer's payment account.

**10.3.1.3** The Customer may end the use of an additional bank card by returning it to the Bank. If the card is not returned, the Bank shall proceed in accordance with the rules of bank card blockage (provided the Customer gives instructions to this effect), but only and exclusively at the Customer's risk. The Customer may not lodge refund claims due to the further use of an additional bank card.

**10.3.1.4** Except for termination, blockage, and changing the daily limit, the Customer may not restrict the use of an additional bank card. Any statement towards such restriction shall be void and no claim of any kind against the Bank may be based on such statements.

**10.3.1.5** Any bank card-related legal statement or legal transaction between the Customer and an Additional Cardholder shall be void in relation to the Bank, and no claim based on such statement or transaction or on a mistake or negligence of the Customer or the Additional Cardholder may be enforced on the Bank. The Customer and the Additional Cardholder shall be jointly and severally liable for any loss caused by the improper use of an additional bank card.

**10.3.1.6** The Customer shall make sure that all Additional Cardholders know and fully comply with the general contractual terms and conditions set forth in these General Business Conditions.

The Bank shall have no liability whatsoever for losses sustained by the Customer due to an Additional Cardholder's failure to use bank cards in accordance with the general terms and conditions of card use or his behaving in a way contradictory to the general terms and conditions.

#### **10.3.2 Provisions for Messages Related to Card Transactions with Currency Conversion in Case of Natural Person Customers**

**10.3.2.1** In accordance with Article 3a "Currency conversion charges related to card-based transactions" of Regulation (EC) No 924/2009 of the European Parliament and of the Council of 16 September 2009 on cross-border payments in the Community and repealing Regulation (EC) No 2560/2001, the Bank sends information to the Account Holder free of charge on the percentage mark-up in respect of all cards linked to accounts kept in euro or in the lawful currency of any country of the European Union in the case of a purchase or ATM cash withdrawal (card transaction) executed in the territory of Hungary or any other Member State of the European Union by the Cardholder in a currency other than the currency of the account, in euro or in the lawful currency of any country of the European Union, where upon the booking of the transaction the Bank executes a currency conversion.

Messages related to card transactions with currency conversion are sent by the Bank in accordance with the aforesaid to the Account Holder on an account-by-account basis, regardless of whether the card transaction was executed by the Account Holder or a cardholder belonging to the account.

The Bank sends messages in relation to transactions with currency conversion as above.

### **10.3.2.2** Mark-up as the Content of the Message

The information provided includes the total currency conversion charges as a percentage mark-up over the latest euro foreign exchange reference rate issued by the European Central Bank (ECB) and available to the Bank, and on this basis the information shows the difference between the exchange rate used by the card company for conversion between the settlement currency and the currency of the account for the card purchase transaction or cash withdrawal from ATM, and the ECB exchange rate belonging to the same currency pair, to two decimal places.

Total currency conversion charges include the exchange rate difference as well as currency conversion fees. If the List of Terms & Conditions does not include any currency conversion fee for card transactions, total currency conversion charges will include the exchange rate difference only.

Exchange rate difference includes the difference between the foreign exchange rate used by the Bank and the euro foreign exchange reference rate of the ECB available to the Bank. The exchange rates and mark-up used by the card companies are available in the card companies' websites, the addresses of which are disclosed by the Bank in its website.

Where the card association settles the card transaction in EUR or in HUF, and the currency of the account is HUF (and the card association settles the transaction in EUR) or EUR (and the card association settles the transaction in HUF), the mark-up shall be calculated as follows:

The difference between the Bank's EUR/HUF rate and the EUR/HUF exchange rate of the ECB is correlated to the ECB EUR/HUF exchange rate, as follows:

For transactions authorised by the cardholder, the last the official ECB exchange rate between EUR and the currency of the account is deducted from the bank's accounting rate when the authorisation is requested or when the transaction is booked. The difference so received is divided by the latest ECB exchange rate between EUR and the currency of the account as being valid at the time of booking; the resulting mark-up value is multiplied by 100, whereby the percentage mark-up is determined.

Where the card association settles the card transaction in USD, the mark-up shall be calculated as follows:

The difference between the Bank's exchange rate between USD and the currency of the account and the exchange rate between USD and the currency of the account as calculated from ECB exchange rates is correlated to the EUR/HUF exchange rate of the ECB, as follows.



For transactions authorised by the cardholder, the USD amount sent in for the settlement is divided by the latest EUR/USD exchange rate of the ECB valid at the time of the request for authorisation or otherwise at the time of the booking of the transaction, then the amount so received is multiplied by the latest ECB exchange rate between EUR and the currency of the account, and the amount booked in the account is divided by this amount.

Where the ECB does not quote a direct exchange rate for the given currency pair, then the mark-up shown in the message shall be the difference relating to the cross-rate calculated through the ECB's EUR exchange rate. Where the Bank does not quote a direct exchange rate for the given currency pair, then the mark-up shown in the message shall be the difference relating to the cross-rate calculated through the Bank's HUF exchange rate.

### **10.3.2.3** Destination and Language of Messages

The messages will be sent by the Bank through the myRaiffeisen Mobile App to the Account Holder, which service is widely available and easily accessible for account-holding Customers. The provisions concerning the use of the myRaiffeisen Mobile App and the conclusion of the relevant agreement are included in Part 2, Chapter XIII, Section 13.2. The messages will be sent by the Bank through the myRaiffeisen Mobile App to the Account Holders in respect of all accounts, regardless of whether the Account Holder is able to access the account through the myRaiffeisen Mobile App or not. If the Account Holder has enabled notifications in the myRaiffeisen Mobile App, the preview of the notice will appear in this pop-up real-time (push) message, and the message will continue after it has been opened. If the Account Holder has not enabled real-time messages, in that case the message will be accessible within the myRaiffeisen Mobile App. The push message opens the myRaiffeisen Mobile App downloaded to the Account Holder's device, therefore if the Account Holder finds that it is not the Bank's myRaiffeisen Mobile App that is opened by the push message, the Account Holder should not enter his/her personal authentication elements in the opened application.

The language of the message will be the language of the myRaiffeisen Mobile App as set by the Account Holder.

### **10.3.2.4** Time of Sending of Messages

The Bank shall calculate the mark-up upon the authorisation, in the absence of authorisation upon the booking of the card transaction, and this is when the message related to the card transaction with currency conversion is sent to the Customer. An exception from this is where in the given calendar month the Cardholder(s) execute several card transactions with the cards belonging to the account where the currency of the transaction and the currency of the account (the currency pair) are identical, in which case the mark-up is calculated and the message related to the card transaction with currency conversion is sent upon the authorisation, in the absence of authorisation upon the booking of the first transaction of this type, which message can be seen in the myRaiffeisen Mobile App until the last day of the calendar month following the sending of the message. As regards the other transactions, the mark-up is not calculated, and the Bank does not send the relevant message.

### **10.3.2.5** Opting out of Messages Related to Card Transactions with Currency Conversion

The Account Holder may opt out of the messages via Raiffeisen Direkt. The Account Holder may opt out of the service on an account-by-account basis, which means that the Account Holder may decide in respect of which accounts he/she wishes and in respect of which accounts he/she wishes not to receive messages related to card transactions with currency conversion. Such opt-out shall concern messages related to card transactions with currency conversion in respect of the given account. As a consequence of the opt-out, the Bank shall not determine a mark-up showing the difference between the Bank's exchange rate and the ECB exchange rate for card transactions with currency conversion booked after the opt-out in respect of the account, therefore the Bank will not send messages related to card transactions with currency conversion. The Account Holder may not retroactively request the

information concerning the mark-up related to card transactions authorised or booked during the period of opt-out.

### **10.3.2.6** Opting back in after Opting out of Messages Related to Card Transactions with Currency Conversion

The Account Holder may via Raiffeisen Direkt request the messages to be sent going forward. The Account Holder may opt back in to the service on an account-by-account basis. Such opting back in shall concern messages related to card transactions with currency conversion in respect of the given account. As a consequence of the opt-in, the Bank shall start calculating the mark-up showing the difference between the Bank's exchange rate and the ECB exchange rate for card transactions with currency conversion authorised or booked after the opt-in, and sending messages related to card transactions with currency conversion.

## **10.4 Apple Pay**

### **10.4.1 Bank Card Digitisation**

MasterCard type bank cards issued by the Bank for the payment accounts of Customers (including credit cards and Virtual bank cards) may be digitised by the Cardholder in the Apple Wallet app installed on his/her own Apple device (iPhone, iPad, Apple Watch, Mac), or by means of the myRaiffeisen Mobile App (if the Cardholder has access to this electronic channel), as a result of which it will appear as a digital bank card in Apple Wallet.

Only and exclusively the Cardholder may register his/her own bank card, and only an active bank card may be registered. Only the holder of the bank card may transact with the digital bank card.

### **10.4.2 Apple Pay Payment**

Using Apple Pay, the Cardholder may pay with his/her Apple device without physically holding the bank card, after unlocking the same, at any card accepting merchant where contactless and Apple Pay payment is possible, as well as in the course of payment in diverse applications, and internet purchases. Contactless payment takes place—after unlocking the Apple device—by touching it to the terminal; in the case of other online payments pressing the Apple Pay button, selection of the card to be used for the payment, and identification of the Cardholder is required.

Transaction with Apple Pay shall be regarded as a payment transaction executed with the bank card registered in Wallet, therefore it can only be executed up to the limits set for the given card. In case of ATM cash deposits if the limit set for the card exceeds HUF 200,000, a maximum amount of HUF 200,000 may be withdrawn from the Bank's ATMs regardless of the limit set for the card. In the case of an ATM that is operated by a service provider other than the Bank, transaction limits are set by the ATM operator.

The amount of the transaction effected with Apple Pay shall be debited to the payment account related to the bank card registered in the Apple Wallet. If payment with the bank card entitles the Cardholder to participate in a loyalty program or in any other promotion, a payment effected with the digital bank card will also enable the Cardholder to participate in the relevant program.

Apple Pay is free of charge. In the course of card transactions effected with Apple Pay, the fees related to the given bank card will be charged.

### **10.4.3 Deletion of the Digitised Bank Card, Bank Card renewal or replacement**

The Cardholder may at any time delete the digitised bank card from the Apple Wallet app, which will not affect the expiry or any settings of the bank card. After 30 days, expired or banned bank cards are automatically deleted from Wallet if no replacement card is issued.

In the event of the renewal or replacement of the bank card, the identification and security data attached to the digitised bank card shall be automatically updated by the Bank—in accordance with Apple's requirements—therefore the Cardholder need not repeat the digitisation of the renewed or replaced card.

If the regularly debited fees of some continuous service provided by a third party have been settled by the Customer through an online platform using Apple Wallet, in that case the fees of the service shall continue to be debited even after renewal or replacement or the deletion of the bank card from Apple Wallet until the Customer terminates his/her agreement for such third party service.

#### **10.4.4 Security Requirements**

The Cardholder shall be required to handle the code, password or other identifiers necessary to unlock the Apple device confidentially, and in the case of the sale or transfer of the device to previously delete the digitised bank card from Wallet. The Cardholder may not install an illegally modified iOS system on the Apple device, as it may enable unauthorised parties to access the data stored on the device. The Cardholder shall without delay report to the Bank the loss or theft and/or any abuse or unauthorised use of the Apple mobile device or the identifier necessary to unlock the device, in accordance with the rules governing for bank cards. As regards liability for unauthorised Apple Pay transactions, the provisions of Part 2, Chapter X of these General Business Conditions shall be governing as applicable.

#### **10.4.5 Data Protection**

Regarding the use of Apple Pay, the data protection policies of Apple and the Bank are applicable. The Bank's data protection policy can be accessed at the following link: <https://www.raiffeisen.hu/raiffeisen-csoport/raiffeisen-bank-zrt/jogi-nyilatkozatok/adatkezelesi-tajekoztato>.

Apple, Apple Pay and Apple Wallet, iPhone, iPad, Apple Watch, Mac are the registered trademarks of Apple Inc.

### **10.5 Google Pay**

#### **10.5.1 Digitalization of Bank Card**

The Mastercard bank card issued by the Bank for payment accounts of Customers (including credit cards and bank cards issued solely in a digital environment, hereinafter referred to as "bank card") can be digitalized by the Cardholder on their own Google device (Android mobile phone, Wear OS smartwatch, hereinafter referred to as "smart device"), in the Google Wallet application, resulting in a digital bank card appearing in Google Wallet. Only the Cardholder can register their own bank card, and only an active bank card can be registered. Only the Cardholder can transact with the digital bank card.

#### **10.5.2 Google Pay Payment**

The Cardholder can make payments using Google Pay without physically possessing the bank card by unlocking the Android smart device (PIN code, password, pattern, fingerprint, face recognition) at any merchant point that accepts contactless and Google Pay payments, as well as in various applications and online purchases. Contactless payment is made by unlocking the smart device and touching it to the terminal; for other web payments, pressing the Google Pay button or selecting Google Pay as the payment method, and selecting the card to use for the payment and identifying the Cardholder is required.

A transaction performed with Google Pay is considered a payment transaction made with the bank card registered in Google Wallet and can be performed within the limits set for the given bank card. ATM cash withdrawal: if the

limit set on the bank card exceeds HUF 200,000, regardless of the limit set on the bank card, a maximum amount of HUF 200,000 can be withdrawn from the Bank's ATMs. For ATMs not operated by the Bank, the limit for executing the transaction is determined by the ATM operator.

The payment account linked to the bank card registered in Google Wallet will be debited with the amount of the Google Pay transaction. If payment by bank card entitles the Cardholder to participate in a loyalty program or any other promotion, the Cardholder will also be eligible for these programs by paying with the digital bank card. Google Pay is free of charge. The fees related to the bank card will be charged for card transactions made with Google Pay.

### **10.5.3 Deletion of the Digitised Bank Card, Bank Card renewal or replacement**

The Cardholder can delete the digitalized bank card from the Google Wallet application at any time, which does not affect the expiration of the bank card and its settings. Expired or blocked bank cards will be automatically deleted from the Wallet after 30 days if a replacement card is not issued.

The identifiers and security data associated with the digitalized bank card will be automatically updated by the Bank in accordance with Google's regulations in case of renewing or replacing the bank card, so the digitalization of the renewed and replaced card does not need to be repeated by the Cardholder.

If the Customer uses Google Pay to pay for the fees of a continuous service provided by a third party through an online platform, these fees will still be charged after the renewal or replacement of the bank card and after deleting the bank card from Google Wallet until the Customer terminates the contract related to the service provided by the third party.

### **10.5.4 Security Requirements**

The Cardholder must treat the code, password, or other identifier required to unlock the Google device confidentially and delete the digitalized bank card from Google Wallet before selling or handing over the device. The Cardholder may not install unauthorized modified Android systems on the smart device, as this allows unauthorized access to the data stored on the device. The Cardholder must immediately report the loss, theft, misuse, or unauthorized use of the Android device and the identifier required to unlock it to the Bank in accordance with the regulations applicable to the bank card. Liability for unauthorized Google Pay transactions is governed by the provisions of Part 2, Section X of the General Terms and Conditions.

### **10.5.5 Data Processing**

With regard to the use of Google Pay, the data protection policies of Google and the Bank are applicable. The Bank's data protection policy can be accessed at the following link: <https://www.raiffeisen.hu/raiffeisen-csoport/raiffeisen-bank-zrt/jogi-nyilatkozatok/adatkezelesi-tajekoztato>.

## **10.6 Bank Card virtualisation by Third Parties**

If the Cardholder uses the card to pay online and enters the card data necessary for the payment in the card accepting merchant's internet platform, the merchant/service provider shall virtualise these data in accordance with the contractual relationship created between the Customer and the merchant/service provider.

The Bank expressly draws attention to the fact that in case the regularly debited fees of some continuous service provided by a third party are settled by the Customer through an online platform with a virtual card as above, in that case—in accordance with the agreement between the Customer and the service provider—the fees of the service shall continue to be debited by the service provider by strength of the virtual card until the Customer

terminates his/her agreement for such third party service. The Bank is not involved in such contractual relationship as a party, and has no effect on the content thereof.

Upon the Customer's express request, the Bank shall stop debiting the service fees by deleting the virtual card, provided the Customer makes a declaration that he/she has lawfully terminated the service agreement, has settled accounts with the service provider in accordance with the laws, and has made an attempt to have the virtual card deleted by the service provider, but failed, or has not received feedback in this respect.

The rules set out in this section are applicable to Credit Cards as well.

## **10.7 RaiPay**

### **10.7.1 Card Digitisation**

MasterCard type cards issued by the Bank for the customers' payment accounts (including credit cards and Virtual bank cards) may be digitised by the Cardholder in the RaiPay application installed on his/her own Android device, as a result of which it will appear as a digital card in the application.

Only and exclusively the Cardholder may register his/her own physical bank card, and only an active physical bank card may be registered. Only the holder of the physical bank card may transact with the digital bank card.

### **10.7.2 Payment by RaiPay**

Using RaiPay, the Cardholder may pay with his/her Android device without physically using/holding the card at any card accepting merchant where contactless payment is possible. To carry out the contactless payment the Android device must be unlocked in each case.

In case the payment reaches or exceeds the limit specified by the Bank in the List of Terms & Conditions (a "high amount of payment"), the Cardholder shall be required to approve the payment transaction by entering the RaiPay code or with biometric authentication as well. If the sum of several consecutive payments whose amount is lower than a high amount of payment jointly reaches a limit amount specified by the Bank in the List of Terms & Conditions, the Cardholder shall approve the payment reaching this limit by entering the RaiPay code or with biometric authentication as well.

The RaiPay code is a secret identifier provided by the Cardholder in the RaiPay application during the digitisation of the card, and which the Cardholder shall be required to treat confidentially, in accordance with the rules concerning the card PIN.

Within 60 seconds after unlocking the Android device, the Cardholder may carry out three contactless payment transactions with the unlocked Android device (so-called extended authentication method). If the amount of any of the three transactions exceeds the limit specified in the List of Terms & Conditions, the Cardholder shall be required to approve the given transaction by entering the RaiPay code or with biometric authentication as well.

For security reasons, the Bank may request in the case of any contactless transaction that the Cardholder approve the given transaction by entering the RaiPay code or with biometric authentication as well.

In the case of specific devices, due to their technical attributes each transaction needs to be approved by entering the RaiPay code or with biometric authentication.

A payment through RaiPay shall be regarded as a payment transaction executed with the card registered in the application, therefore RaiPay transactions can only be executed up to the limits valid for the given card, provided that the limit set for the card is HUF 200,000 or less. If the limit set for the card exceeds HUF 200,000, a maximum amount of HUF 200,000 may be withdrawn from the Bank's ATMs regardless of the limit set for the card. In the case of an ATM that is operated by a service provider other than the Bank, transaction limits are set by the ATM operator.

The amount of the payment executed through RaiPay shall be debited to the payment account linked to the card registered in the application. If payment with the physical card entitles the Cardholder to participate in a loyalty program or in any other promotion, a payment with the digital card will also enable the Cardholder to participate in such program.

Using RaiPay is free of charge. For RaiPay card transactions the fees connected to the relevant card will be charged.

### **10.7.3 Deletion of the Digitised Card**

The Cardholder may at any time delete the digitised card from the RaiPay app, which will not affect the expiry or any settings of the physical card. In case of the expiry or blockage of the physical card, after the expiry or blockage any transactions with the digital card will be promptly rejected, and expired or banned physical cards are automatically deleted from the application by 6:00 p.m. at the latest on the banking day following the expiry date or the reporting of loss or theft to the Bank.

### **10.7.4 Security Requirements**

The Cardholder shall handle the code, password and/or other identifiers necessary to unlock the Android device as well as the RaiPay code confidentially, and in the case of the sale or transfer of the device he/she shall previously delete the digitised card from the application. The Cardholder may not install an illegally modified operating system on the Android device, as it may enable unauthorised parties to access the data stored on the device. The Cardholder shall without delay report to the Bank the loss or theft and/or any abuse or unauthorised use of the Android mobile device or the identifier necessary to unlock the device or the RaiPay code, in accordance with the rules governing for cards. As regards liability for unauthorised RaiPay transactions, the provisions of Part 2, Chapter X "Bank Cards" of these General Business Conditions shall be governing as applicable.

If the Bank has reasonable grounds to believe, based on available system information, that the Customer's mobile device has been hacked (jailbroken or rooted) or the configuration of the mobile device or the software running on it compromises the security of payment, the Bank shall not ensure the availability of RaiPay/use of the services provided under RaiPay for this device. If the Bank becomes aware after the installation of RaiPay by the Customer that the mobile device concerned has been hacked (jailbroken or rooted), or that the configuration of the mobile device or the software running on it compromises the security of payment, it shall immediately terminate the use of the services provided under RaiPay on the device concerned.

### **10.7.5 Confidentiality and Data Protection**

As regards the use of RaiPay, the provisions of Raiffeisen Bank's Privacy Policy as well as the data protection provisions of these General Business Conditions shall be governing as applicable.

## **XI. Credit Cards**

To the bank cards issued as credit cards by the Bank—for Businesses / Organisations as well as Customers who are natural persons—the bank card-related provisions of these General Business Conditions (as set forth in Chapter II.10) shall apply together with the differences and additions included in this Chapter II.11.

### **11.1 Definitions**

"**Credit Card**" means a bank card (or additional card) attached to a Credit Card Account.

“**Customer**” means, in the case of natural persons, any individual having full legal capacity who is entitled to use a Credit Card in so far as the Bank has opened a Credit Card Account and a Credit Line and issued a Credit Card attached to these on his behalf.

“**Additional Cardholder**” means any individual with full legal capacity or a limited legal capacity who is entitled to use—in accordance with the general terms and conditions applying to Credit Card use—a bank card issued for him as an Additional Credit Card in respect of the Credit Card Account upon the Customer’s request (or approval) and responsibility.

“**Credit Card Account**” means a settlement account kept and recorded by the Bank in a specific currency, in connection with which a Credit Line shall be opened and made available for the Customer, to be drawn exclusively through the Credit Card and the Additional Credit Cards (as well as in the other ways from time to time made possible by the Bank). The transactions executed against the Credit Line by the Customer and the Additional Cardholder as well as the related debits and credits shall be recorded in the Credit Card Account.

“**Credit Line**” means a modifiable limit amount established by the Bank on the basis of the amount indicated in the Customer’s cardholder application after credit evaluation—subject to a favourable decision concerning the issue of the Credit Card, and set up in a measure depending on the result of the credit evaluation—to the extent of which the Customer and the Additional Cardholder(s) may effect transactions with the Credit Card and the Additional Credit Card(s) (and in other ways from time to time made possible by the Bank).

## 11.2 Application for the Credit Card and the Credit Line

**11.2.1** The Customer or—upon the Customer’s approval—another applicant (collectively, the “Credit Cardholder Applicant”) may apply for a Credit Card by filling, signing and forwarding to the Bank a credit cardholder application form (the “cardholder application”).

The Customer may request one Credit Card for himself or herself from each type, as well as several additional cards of the same type as the Credit Card issued for the Customer, one per person, for the persons named by the Customer (up to the limit specified in the List of Terms and Conditions).

The Cardholder Applicant shall provide all data, information and documents required by the Bank as necessary for the (additional) cardholder application.

In the cardholder application, the Customer specifies the amount of the Credit Line he or she needs (within the limit set forth in the List of Terms and Conditions from time to time in effect).

The Bank shall have the right to reject the (additional) credit cardholder application without giving any reasons.

**11.2.2** By submitting the cardholder application to the Bank, the Customer irrevocably consents that after the issue of the Credit Card the Bank shall reduce—without any special instruction from the Customer—the available balance of the Credit Line on the Credit Card Account with the amount of the payments and cash withdrawals effected with the Credit Card and any additional card as well as with the relevant fees, commissions and charges.

If upon the Customer’s approval an Additional Credit Card is requested for a person with a limited legal capacity, and the Customer is no legal representative of such person, then the Customer shall obtain a statement of consent—set forth in a private deed of full evidencing force or a deed attested by a notary public—from the legal representative.



## **11.3 Establishment of the Credit Line, Issue of the Credit Card and the PIN Code**

**11.3.1** Subject to the result of the credit evaluation made on the basis of the cardholder application, the Bank shall in its exclusive competence decide whether to approve the cardholder application or not, as well as take decision on the—established or offered—amount of the Credit Line.

The Bank shall notify the Credit Cardholder Applicant Customer of the acceptance of the cardholder application and the amount of the Credit Line established by the Bank and offered to the Customer in writing, or in other contact channels provided in the cardholder application. Of the rejection of the cardholder application, the Bank shall send written notice.

The Credit Card and the relevant PIN code shall be delivered to the Credit Cardholder Applicant Customer (Additional Cardholder Applicant) in-person at the branch; if the Applicant is seriously and permanently impeded (e.g. hospitalised), the Credit Card may be exceptionally delivered to a person authorised by a power of attorney contained in a private document with full probative force or in a deed attested by a notary public, or sent to the Credit Cardholder Applicant (Additional Cardholder Applicant) by mail.

Upon the Bank's demand, the Customer (Additional Cardholder) shall make his/her specimen signature available to the Bank and undertake to sign all orders, representations, notices and reports given or sent to the Bank in a way matching such specimen signature. The Customer (Additional Cardholder) acknowledges that in addition to signature verification, the Bank shall have the right to check the Customer's personal data prior to accepting any representation connected to the cardholder agreement or executing the Customer's other instructions.

For the mailing of Credit Cards, the last paragraph of Section 10.1.3.2 shall be governing.

## **11.4 Direkt PIN (D-PIN)**

No D-PIN Code shall be requested for additional cardholders, unless they are authorised on a standing basis in respect of the payment account of the Customer.

## **11.5 Additional Cardholders**

A natural person Customer may request the Bank to issue one Additional Credit Card per person from the same type for a limited number of individuals—as per the List of Terms and Conditions—named by him. Subject to the Customer's express written approval, the additional cardholder application may also be filed by the Additional Cardholder.

The provisions of these General Business Conditions concerning the Customer and the Credit Card shall logically apply to Additional Cardholders and additional cards as well, unless these General Business Conditions provide otherwise. The Customer shall make sure that the Additional Cardholder is aware of the terms of contract concerning the credit card, and act in full compliance with the same. The Additional Cardholder shall have the right to effect the same transactions as the Customer may initiate as per the credit cardholder agreement; however, he/she shall not be authorised to make any kind of legally valid statement concerning the existence, termination or amendment of the credit cardholder agreement.

All transactions effected with an additional card, as well as the related fees, commissions and charges, shall reduce the disposable balance of the Credit Line, and shall be settled against the Credit Card Account.

Upon the termination of the use of the Credit Card, the use of the additional cards shall also be terminated, irrespective of the date of expiry shown thereon.

The Additional Cardholder may end the use of the Additional Credit Card by returning it to the Bank, or having it blocked. The Customer, however, may ask an additional card to be terminated via Raiffeisen Direkt as well. If the

termination of the additional card is requested on the phone—as well as otherwise—the Bank shall end the validity of the additional card at the Customer's risk. The Customer may not claim refund from the Bank for any further use of the Additional Credit Card.

Except for termination or blockage, as well as setting daily limits and establishing the amount of the Credit Line that the Additional Cardholder is entitled to draw, the Customer may not restrict the use of the additional card. All statements directed at any kind of restriction shall be void and no claim of any kind against the Bank may be founded on these.

The Customer shall have an unlimited liability in respect of the payment of the equivalent of the transactions effected by the Additional Cardholder(s) against the Credit Line as well as for the payment of the relevant interests, penalties, fees and commissions charged by the Bank.

The payment of the debt generated in the Credit Card Account as a result of the transactions effected by the Additional Cardholder(s) shall be the Customer's responsibility. The Bank, however, reserves the right to enforce its claim severally on the Additional Cardholder as well.

If an additional card is returned to the Bank and terminated, this shall not end the use of the Credit Card issued for the Customer, i.e. it shall not be construed in itself as a termination notice in respect of the use of the Credit Card.

The Customer shall inform Additional Cardholder(s) of any modification of the terms and conditions of card use, and especially of any modification of the Credit Line. The Customer shall have an unlimited liability for the losses stemming from an Additional Cardholder's negligence or non-compliance with these General Business Conditions if it results from the Customer's failure to give the information pursuant to this section.

The Bank shall have no liability whatsoever towards the Customer for losses the Customer might sustain due to an Additional Cardholder's failure to use the Additional Credit Card in accordance with the provisions of these General Business Conditions or the credit cardholder agreement, or behaving in a way contrary thereto.

## **11.6 Use of the Credit Card**

### **11.6.1 Validity of the Credit Card**

The rules concerning the period of validity of the Credit Card shall be identical with those concerning bank cards.

**11.6.2** The Bank may check the Customer's creditworthiness on a regular basis as well as before renewing the Credit Card.

Within the period of validity of the Credit Card, the Bank may, depending on the result of the credit assessment, initiate a modification of the Credit Line in accordance with Section 11.13.

**11.6.3** With the exception specified in the next paragraph, the Customer and the Additional Cardholder may effect transactions only up to the currently disposable (unused) portion of the Credit Line determined and kept available by the Bank in the Credit Card Account.

Cash withdrawal transactions may be effected with the Credit Card only up to the limit determined by the Bank and disclosed in the List of Terms and Conditions from time to time in effect.

### **Credit Line Excess and Its Consequences**

Cases of credit line excess:

- the case described in Part 1, Section 13.3 of these GBC, i.e. the Bank may execute certain orders initiated by the Customer—in particular certain bank card transactions—or debit the Customer's credit card account with a claim incurred against the Customer on any title even if the necessary financial coverage

- is not available, and/or the credit line established for the Customer's credit card is exceeded with the execution of the order or the debiting the Bank's claim,
- the case specified in Part 2, Section 10.15.2.8 of these GBC, where the card-accepting locations do not request authorisation from the Bank for transactions initiated by the Customer that are below the authorisation limit, and there is no cover for the transaction in the credit card account when the transaction is booked.

Repayment of a credit line excess:

The closing balance shown in the latest statement of account as well as the amount of any Credit Line excess should be paid in full and is due by the payment deadline shown in the statement at the latest, except for any case where the Customer uses an alternative repayment opportunity set forth in Section 11.8.4, or the Bank calls on the Customer in a special notice to pay the amount of the Credit Line excess with immediate effect in accordance with Section 11.8.4.

### **Consequences of a Credit Line Excess**

If the Credit Limit from time to time available is exceeded, the Customer shall pay to the Bank the overlimit fee at the rate specified in the List of Terms & Conditions from time to time in effect.

The Bank will charge the overlimit fee if the Customer's credit line is exceeded (the Customer's closing balance exceeds the amount of his/her credit line) on the day of preparation of the credit card account statement (if this is not a banking day, then on the preceding banking day) and the account balance still shows a credit line excess on the due date of payment.

If the Customer makes a deposit to the Credit Card Account that exceeds the used portion of the Credit Line and the amount of any Credit Line excess, such surplus shall be available for the Customer to use without such amounts increasing the Credit Line. The Bank shall keep record of any deposits by which the Credit Line is exceeded in the Credit Card Account. Upon the termination of the Credit Card Account, the Bank shall have the right to transfer the amount recorded by the Bank to the Customer's payment account.

**11.6.4** The Customer has the right in relation to the Credit Card to determine an individual daily purchase limit and—subject to the maximum daily limit specified in the List of Terms and Conditions—an individual cash withdrawal limit. The setting of the limit, or any subsequent modification of the same, may be initiated in writing, in the standard form provided by the Bank, or via Raiffeisen Direkt, after identification with the D-PIN code.

In justified cases the Customer—using his D-PIN code—may request the Bank via Raiffeisen Direkt to raise with an ad hoc nature the number of transactions as specified in the List of Terms and Conditions in respect of his daily purchase limit. The Bank shall authorise a number of transactions in excess of the limit after examining the Customer's creditworthiness and the coverage of the transaction, provided that the disposable balance within the Customer's Credit Line is sufficient.

In respect of daily cash withdrawal transactions, the Customer may request the maximum limit value and the transaction number specified in the List of Terms and Conditions to be raised with an ad hoc nature as described above; however, such raises shall be permitted—only and exclusively up to the measure specified for cash withdrawals in the List of Terms and Conditions from time to time in effect—if the disposable balance in the Credit Card Account covers the amount of cash withdrawals corresponding to the raised limit.

The permission to overstep the limit concerns one day only, and after the lapse of that day the Credit Card or additional card may again be used by the Customer or Additional Cardholder only up to the limit in effect before the modification.

**11.6.5** The Customer may utilise the Credit Line by using the Credit Card(s) issued by the Bank in connection with the Credit Card Account, by giving single transfer orders, as well as in the case of specific card types identified in the List of Terms & Conditions by giving authorisation for the fulfilment of direct debit orders. The Bank may make it possible for the Customer to dispose of the Credit Card Account using other methods of payment (orders) as well. Except for the termination of the Credit Card or the payment account, the Bank shall not execute cash withdrawal orders at the Bank's cash desks against the Credit Card Account.

For the giving, admission and execution of single credit transfer orders, and the rights and obligations of the Parties, the provisions of Part One, Chapter V, and as regards foreign exchange transfer orders involving conversion, the provisions of Chapter VII, as well as Sections 8.1 and 8.2 of Chapter VIII of the General Business Conditions and the relevant List of Terms & Conditions shall be governing as applicable, with the differences set out in this section.

For the purposes of single credit transfer orders given against the Credit Card Account, wherever "payment account" is mentioned in Chapters V, VII and VIII of the General Business Conditions, the Credit Card Account as per this chapter is to be meant by this term. The Bank shall execute as hoc transfer orders to the debit of the available and disposable amount of the Credit Line. A single credit transfer order may be given only and exclusively via the Bank's telebanking customer service (Raiffeisen Direkt) or its internet banking system (Raiffeisen DirektNet). If the Bank bans the Credit Card either temporarily or with a final effect, the credit transfer order will not be fulfilled, irrespective of whether the available and disposable amount of the Credit Line would otherwise allow this or not.

## **11.7 Fees, Commissions and Charges**

**11.7.1** The fees, commissions and charges connected to the issue and use of the Credit Card are disclosed in the Bank's Announcements as well as in the List of Terms and Conditions effective from time to time.

**11.7.2** The fees, commissions and charges as per the List of Terms and Conditions from time to time in effect shall be debited to the Credit Card Account upon the settlement of each transaction pursuant to these General Business Conditions, or when incurred; concurrently, the disposable balance of the available Credit Line shall be reduced accordingly. If the required balance is unavailable upon the debiting of fees, commissions and charges, the Bank will record its receivables in a claim registration account connected to the credit card account as past due debts owing to the Bank.

**11.7.3** If the Bank decides to unilaterally modify the credit card terms set out in the List of Terms and Conditions to the disadvantage of the Customer, the provisions set out in Part 1, Chapter XIX shall be governing as applicable for the communication and entry in force of the change and for the Customer's rights in respect of consumer and micro business Customers.

## **11.8 Settlement of the Transactions Arising from Credit Card Use**

**11.8.1** The Bank shall reduce the disposable balance of the Credit Line available in the Credit Card Account with the amount of the transactions carried out using the Credit Card issued for the Customer (Additional Cardholder)—without examining the legitimacy of such transactions—as well as with the amount of any credit transfer and direct debit orders, and then debit the amount drawn from the Credit Line to the Credit Card Account of the Customer pursuant to Section 10.1.6.1 of these General Business Conditions.

The Credit Card Account functions as a settlement account in so far as no interest is paid on its credit balances.

**11.8.2** Once in each calendar month, on the day specified in the List of Terms and Conditions (or, if it is not a banking day, on the banking day immediately preceding such day), a statement of account including all debits and credits taking place in the Credit Card Account during the relevant period as well as the closing balance of the account shall be prepared, which is to be sent to the Customer by mail or via Raiffeisen DirektNet as requested by the Customer,

or if the Customer requests so the account statement may as well be provided to the Customer at a branch. The Bank shall prepare account statements on the Credit Card Account only if the balance of the account has changed in the period concerned by the statement.

The debt shown in the statement of account shall be regarded as settled on the day when an amount equalling the full amount of the debt is credited to the Credit Card Account.

The date of the credit does not depend on whether the credit is received to the credit card account during the settlement period or the grace period. However, only credits received from the monthly closing date until the end of the grace period are taken into account for the purposes of the fulfilment of the minimum payment obligation or the repayment of the total final balance (precondition for the interest exemption).

The closing balance shown in the current statement of account as well as the amount of any Credit Line excess should be paid in full and is due by the payment deadline shown in the statement at the latest, except for any case where the Customer uses an alternative repayment opportunity set forth in Section 11.8.4, or the Bank calls on the Customer in a special notice to pay the amount of the Credit Line excess with immediate effect in accordance with Section 11.8.4.

It is specified in the List of Terms and Conditions from time to time in effect on which day after the date of preparation of the monthly statement of account the Customer's payment obligation becomes due (payment deadline).

Considering that the Customer may continuously get informed about the existence and size of his current payment obligation using the Raiffeisen Direkt telebanking service or Raiffeisen DirektNet, and that the Customer has the opportunity to specify a mobile phone number or e-mail address for the Bank to send SMS or e-mail messages to, the Customer's failure to receive a statement of account or late receipt of the same shall not be accepted as a valid excuse for any late payment by the Customer.

**11.8.3** If the total amount of the debt as per the closing balance and in the event of any Credit Line excess the amount of the excess as well is repaid in full by the deadline shown in the statement of account, no interest shall be charged on the amount of the transactions effected during the given month (except for cash withdrawals).

**11.8.4** The Customer may decide not to repay the full amount of his debt as shown in the current closing balance, in which case the Customer shall after the date of preparation of the statement of account, by the payment deadline specified in the List of Terms and Conditions from time to time in effect or in the statement of account, pay at least the Minimum Payable Amount to the Bank. In the case of any contradiction or doubt, the deadline specified in the List of Terms and Conditions shall prevail.

The Bank reserves the right to send SMS notices also to Customers who do not use the Bank's Mobile Banking service concerning the relevant payment deadline, and the minimum amount payable by then.

The Minimum Payable Amount is defined as a certain percentage—specified in the List of Terms and Conditions from time to time in effect—of the debt as shown in the closing balance of the current statement of account, subject to a minimum being the smallest amount of the Minimum Payable Amount. In case the amount of the Customer's debt should exceed the Credit Line, the Customer shall at least pay the Minimum Payable Amount plus the amount of the Credit Line excess to the Bank.

In case the Credit Line is exceeded, the Bank shall have the right to call on the Customer any time, without waiting for the monthly statement of account to be sent, to pay the amount of the excess with immediate effect.

**11.8.5** The provisions of Section 11.8.4 above shall logically apply if in case of the reduction of the Credit Line by the Bank the Customer's debt as per the current balance happens to exceed the Credit Line due to such reduction.

**11.8.6** The Customer's obligation to repay the Minimum Amount shall be effective only if the amount of his outstanding debt as per the closing balance of the statement of account equals or exceeds the smallest amount of the Minimum Payable Amount as specified in the List of Terms and Conditions from time to time in effect.

If the Customer fails to pay the Minimum Amount, or pays it only in part to the Bank, the unpaid debt will be automatically added to the Minimum Amount payable in the next monthly period.

The Customer's payment obligation from time to time outstanding as per Sections 11.8.4 to 11.8.6 as an amount repayable to the Bank is shown in the account statement.

**11.8.7** For any transaction effected by drawing on the Credit Line, the Customer shall pay a transaction interest as well as the fees and commissions specified in the List of Terms and Conditions from time to time in effect, which shall be charged according to the following.

For amounts used in purchase transactions, as well as for the amount of fees and commissions charged to the Customer—provided these are repaid by the deadline shown in the relevant statement of account—no interest shall be charged.

If the debt corresponding to the amount of the given purchase transaction and the fees and commissions charged to the Customer is not (or not fully) repaid by the deadline shown in the statement of account, a transaction interest shall be charged on any amount that remains unpaid for the period ranging from the value date of the transaction to the date of repayment.

For cash withdrawal transactions, a transaction fee and a transaction interest shall be charged from the value date of the transaction to the date of repayment, irrespective of whether and to what extent the debt shown in the current statement of account is repaid upon deadline.

Regarding the calculation of transaction interest payable on the amounts debited via group collection (direct debit)—if any—the provisions concerning purchase transactions shall be governing as applicable.

For the calculation of transaction interest due on the amounts debited on the basis of credit transfer orders, the provisions concerning cash withdrawal transactions shall be governing as applicable.

**11.8.8** Transaction interests shall be debited to the Credit Card Account on the date of preparation of the current statement of account, with the exception of the first debiting of the transaction interests due on completely or partly unpaid purchase transactions, and the fees and commissions generating in the billing period and calculated until the date of preparation of the statement of account, whose measure shall be established on the date of expiry of the payment deadline specified in the statement of account including the given transaction, fee or commission, and where the amount calculated until the date of account closing shall be debited subsequently.

Amounts of any debt, interest, fees and other charges unpaid by the current payment deadline shall increase, whereas any repaid amount shall reduce, the amount of the full debt.

**11.8.9** If the Customer fails to meet at least his/her payment obligation from time to time outstanding as per the statement of account in the period from the day of preparation of the statement of account until the current payment deadline, the Bank shall have the right to charge a monthly Penalty Fee set forth in the List of Terms and Conditions effective from time to time.

If any time during the period documented in the statement of account the sum total of the transactions effected against the Credit Card Account, plus the amount of the interests, fees, and other charges debited to the account as well as any unpaid debt outstanding pursuant to earlier statements of account is in excess of the amount of the

Credit Line, a monthly Credit Line Overlimit Fee specified in the List of Terms and Conditions from time to time in effect shall be charged.

**11.8.10** Amounts paid (via cash deposit, account transfer, etc.) by the Customer to the credit of the Credit Card Account shall be settled in the following order:

1. transaction interests,
2. fees and commissions,
3. amount of any direct debit order (group collection),
4. the amount of transactions in a time sequence, starting with the transaction effected at the earliest.

In the case of transactions booked with the same value date, the order of settlement shall be:

1. cash withdrawal transactions, including amounts debited on the basis of single credit transfer orders,
2. purchases.

After credited to the Credit Card Account, repaid amounts can be drawn again to the extent of the Credit Line, pursuant to these General Business Conditions.

All charges—whether incurred in HUF or in a foreign currency—shall be charged to the Credit Card Account in the currency of the account.

Payments to the Credit Card Account may be effected in any of the following ways:

- cash deposit at the cash counters of the Bank's branches,
- single or standing in-house transfer order against a payment account kept at the Bank,
- clean payment orders against payment accounts kept at other banks,
- limit replenishment service concerning (i) the transfer of the total debt from time to time outstanding from a payment account kept at the Bank, or (ii) the collection of the same via direct debit against a payment account kept at another bank,
- in-house account transfer order for the fulfilment of the Customer's payment obligation from time to time outstanding as an amount repayable to the Bank against a payment account kept at the Bank, or direct debit order for the same against a payment account kept at another bank.

In case the Customer gives a direct debit order or a standing in-house account transfer order for the settlement of the total debt from time to time outstanding (limit replenishment service), and the balance in the payment account to be debited is insufficient to cover the settlement of the total debt, the order shall be executed for the amount of the payment obligation from time to time outstanding.

By way of derogation from the aforesaid, the amount paid for the Credit Line excess as an overdue debt owed to the Bank shall be settled in accordance with the provisions of Chapter XIII/B of the GBC.

If the Bank as the payment service provider of a beneficiary Customer receives a revocation order for the repayment of a Mastercard MoneySend Transaction credited to the Customer's Credit Card Account, the Bank shall request the Customer to make a statement in writing or via the Raiffeisen Direkt telebanking channel—after proper identification—regarding whether the repayment can be executed or not. Repayment of a Mastercard MoneySend Transaction shall be free of charge; the repayment shall qualify as a purchase transaction, and will be marked as the repayment of a MoneySend Transaction. The Customer may give instructions for the fulfilment/rejection of the revocation of a Mastercard MoneySend Transaction within 30 days of the value date of the original transaction.

## 11.9 Complaints

**11.9.1** For the rules concerning complaints, see Section 10.1.6.3 of the Chapter on Bank Cards.



## 11.10 Credit Card Blockage

**11.10.1** As regards the blockage of Credit Cards, the blockage rules concerning bank cards shall apply.

**11.10.2** If the Credit Line is overdrawn, or if the Customer fails to meet his/her due payment obligation by the payment deadline specified in the current statement of account, the Bank shall have the right to block the Credit Card (including all credit cards belonging to the given credit card account) in its sole discretion, temporarily or with a final effect.

**11.10.3** The Bank shall have the right to block the credit card in case the Bank's examination shows that such a significant change is going on in the financial situation, economic circumstances or legal status of the Customer as jeopardises the performance of his liabilities.

**11.10.4** If the suspicion of fraudulent use arises, the Bank—in order to protect the Customer's interest—may temporarily suspend the use of the Credit Card until the circumstances of card use are clarified.

**11.10.5** In the case specified in Sections 11.10.2-11.10.4 above, the Bank shall notify the Customer—in advance, but not later than immediately after the blockage—of the blockage of the credit card in an SMS message sent to the telephone number provided by the Customer, unless this would jeopardise the Bank's operational safety, or unless the performance of the obligation of notification is excluded by law.

## 11.11 Credit Card Renewal

The renewal of a Credit Card is governed by Part 2, Section 10.1.7.4 (Bank Card Renewal) of these General Business Conditions.

## 11.12 Termination of Credit Card Use

**11.12.1** The provisions of these General Business Conditions relating to the termination of a Bank Card—with the differences set out in this section—shall be governing as applicable for the termination of the use of a Credit Card as well.

The Bank shall be entitled to terminate the use of the credit card with immediate effect by blocking the card—in instead of the provisions of Part 2, Section 10.1.9.1. b) and d) of these General Business Conditions concerning the termination of Bank Cards—in the following cases:

- (a) if the Customer or the Cardholder is in serious breach of the general terms of contract of bank cards as detailed in these General Business Conditions or of any provision of any contract with the Bank, which breach of contract has resulted in or is likely to result in such a material adverse change in the Customer's circumstances as a result of which the Customer's payment discipline or ability to pay may deteriorate,
- (b) if the Customer is in breach of any contract with any credit institution or with a company in which the Bank has an interest, which breach of contract has resulted in or is likely to result in such a material adverse change in the Customer's circumstances as a result of which the Customer's payment discipline or ability to pay may deteriorate.

**11.12.2** On the date of termination of Credit Card use, all outstanding debts of the Customer towards the Bank stemming from Credit Card use shall become immediately due and payable in lump sum.

The amount of all transactions effected with the Credit Card whose debit order is received after the date of termination of Credit Card use—as well as all related charges—shall be added to the Customer's current debt towards the Bank.

## 11.13 Modification of the Agreement under the Mutual Consent of the Parties

The Customer may request the Bank to amend the amount of the Credit Line in writing, in which case the Bank is entitled to request from the Customer the information and documents necessary for the assessment of the request. The Bank will notify the Customer in writing of the rejection or acceptance of the application and of the effective date of the authorised Credit Line amendment.

If the Customer requests a reduction of the Credit Line, the Customer must ensure that the Credit Line is not exceeded when the possible modification comes into force.

If the Bank makes a written offer to amend a Credit Card agreement, the following rules shall apply, notwithstanding the provisions of Part 1, Section 19.28 of these General Business Conditions.

If the Customer does not make a legal statement within the period specified in the offer for the amendment of the contract, which should be at least fifteen days from the Customer's receipt of the offer, concerning the acceptance of the offer or its acceptance with a different content, the contract previously concluded between the Customer and the Bank shall remain in force with unchanged content.

If within the timeframe specified in the offer for the amendment the Customer makes a statement in writing to the effect that he/she does not accept the Bank's offer, or wishes to accept it with a different content, then the agreement concluded earlier between the Customer and the Bank shall remain in force with unchanged content.

If within the period specified in the offer for the amendment of the contract, which should be at least fifteen days from the Customer's receipt of the offer, the Customer accepts the offer, the amendment of the contract shall take effect with the content specified in the offer.

## **XII. Raiffeisen Mobile Banking Service\***

The general terms and conditions of use of the Raiffeisen Mobile Banking service are set forth in this section of the General Business Conditions; the data of the Customer using the service as well as the statements made by the Customer in the scope of the application for the service shall be included in the Mobile Banking service application form, and the other rules concerning the different services and the ways of use thereof shall be set forth in the Bank's Mobile Banking Instructions Manual.

### **Raiffeisen Mobile Banking General Terms and Conditions**

#### **12.1 The Mobile Banking Service**

In the scope of the Raiffeisen Mobile Banking service, the Bank sends information based on the Customer's request concerning the Customer's payment account and/or the transactions made with his bank card—as well as any other type of information from time to time made available by the Bank through this information channel—in the form of messages forwarded via mobile telecommunication devices.

In the scope of the Mobile Banking service, the Customer may as well transact other operations—whose range and technology are specified by the Bank from time to time—by means of his mobile telecommunication device\*.

Definitions:

**"SMS"** means a service provided by telecommunication service companies, under which a series of alphanumeric signs (with the number of characters limited by the mobile phone service company) is forwarded to someone's mobile phone set.

**"Automatic SMS message"** means SMS messages prepared with the frequency determined by the Bank and containing account- and bank card-related information, to be sent to the mobile phone number named by the Customer.

The Customer shall specify in the application form what kind of automatic messages he/she wishes to regularly receive in the form of SMS messages.

(\*At the time of entry in force of these General Business Conditions, only the SMS-based information service is available for use. Customers shall be informed by way of Announcements whenever a further service is made available.)

## **12.2 Application for the Mobile Banking Service**

The Customer may initiate using the Mobile Banking service by filling the relevant application form, as well as in other ways from time to time provided by the Bank (the "application").

In the application form, the Customer shall specify—marking the required services from the options offered by the Bank—which type of information he/she wishes to receive in the form of SMS messages to the mobile phone number named in the application in the scope of the Mobile Banking service, as well as which transaction types he/she wishes to initiate (from the offered options) from the named mobile phone number.

If the Customer wishes to use the Mobile Banking service in respect of several mobile phone numbers, a different application should be filed with the Bank for each phone number.

The range of the message types and the settings selected and marked in the application form may be modified at the Bank's branch or using the Bank's Raiffeisen Direkt telebanking service (after verification via the D-PIN code), or in other ways the Bank might make available later.\*\*

## **12.3 Mobile Banking Service Charges and the Payment Thereof**

The fees, commissions and charges of the Mobile Banking service are published in the Bank's List of Terms and Conditions effective from time to time.

Upon the settlement—at the times specified in the List of Terms and Conditions from time to time in effect—of the different service types and transactions used by the Customer, the fees, commissions and charges set forth in the List of Terms and Conditions (the "charges") shall be debited to the Customer's payment account. The Customer shall be informed of the settlement of charges by way of the statements of account concerning the given payment account.

The Customer shall monitor the balance in his payment account and shall make sure that the available balance covers Mobile Banking service charges. If the Customer fails to provide sufficient cover in the payment account, i.e. to perform his payment obligation by the deadline pursuant to this section, the Bank shall have the right to charge a penalty specified in the List of Terms and Conditions from time to time in effect on the amount of the Customer's arrears.

## **12.4 Cessation and Termination**

If the Customer fails to perform—despite the Bank's notice—his current payment obligation concerning the Mobile Banking service charges, the Bank shall have the right to unilaterally terminate the Mobile Banking service in respect of the mobile phone number(s) identified by the Customer with immediate effect without giving any reasons, with simultaneous notice to the Customer. The Bank shall have the right to make decision on the termination of the service—as sanctions available to the Bank pursuant to this section—at its discretion.

The agreement concerning the Mobile Banking service is concluded for an indefinite term. The Customer and the Bank shall both have the right to terminate the service with a written notice to the other party.

## **12.5 Liability**

The information required by the Customer shall be sent to the mobile phone number named in the application, and the transactions the Customer may initiate in the scope of the service can be started from the same mobile phone number.

The Customer shall immediately inform the Bank of any change in or termination of the mobile phone number, as well as of the loss or theft or obtainment by unauthorised third parties of the mobile telecommunication device or the SIM card attached to the mobile phone number from time to time. The Bank shall not be held liable for any loss arising from the Customer's failure to write the mobile phone number or other identification data correctly in the application form, or to meet the obligation of giving notice to the Bank pursuant to this section, or from such notice being given with an unreasonable delay.

The Customer shall do his best to protect the mobile telecommunication device and the secret codes connected to its usage, as well as his identification data necessary to use the Mobile Banking service, from getting obtained or known by unauthorised parties.

The Customer is aware that mobile telecommunication service is a telecommunication channel operating with a non-guaranteed efficiency. Accordingly, the Customer acknowledges that the receipt of the messages sent by the Bank in the scope of the Mobile Banking service to the mobile phone number named by the Customer, or the successfulness of the transactions initiated or launched in the scope of the service, is not guaranteed.

The Customer shall make sure that the person(s) provided with an access to the Mobile Banking service at the given mobile phone number know the terms and conditions of use of the service. The Bank shall not be held liable for any loss stemming from the Customer's failure to comply with the obligation to provide information, or from his providing inadequate information, to such persons.

Considering the Customer's obligation of information supply pursuant to this Section II.12 of the General Business Conditions, as well as the fact that it is a precondition for the receipt of the messages sent in the scope of the service that the involved mobile telecommunication device of the Customer—or another person authorised to receive the message—should be ready to receive messages (the set should be switched on and its battery charged), the Bank shall have no liability whatsoever for any loss sustained by the Customer (or other authorised persons) due to the non-performance or inadequate performance of the Customer's information supply obligation pursuant to this section, or to the non-readiness of the mobile telecommunication device to receive messages at the particular moment.

(\*\* At the time of entry in force of these General Business Conditions, Customers who are Businesses / Organisations may only initiate a modification of the service at the Bank's branches.)

## **12.6 Other Provisions**

The Bank reserves the right to modify the general and specific terms and conditions of use of the Mobile Banking service as set forth in these General Business Conditions as well as the Mobile Banking Instructions Manual. In respect of the terms of the modification and its disclosure, and the Customer's rights connected to the modification, the provisions set out in Part 1, Chapter XIX of these General Business Conditions shall be governing as applicable.

## **12.7 Data Transmission**

The Customer takes note that the data provided by the Bank's IT systems shall be converted into messages and forwarded by a transfer service provider commissioned by the Bank (the "transfer service provider").

The Customer is aware that his data qualifying as bank secrets shall be forwarded to the transfer service provider and the mobile telecommunication service companies in the scope of—and in the interest of—the Mobile Banking service in the measure necessary and sufficient for the accomplishment of the same service.

In respect of the data forwarded in the scope of the Mobile Banking service through the transfer service provider and the mobile telecommunication service companies, the transfer service provider and the mobile telecommunication service companies shall bear an obligation of confidentiality pursuant to the pertinent laws.

The service types the Customer may from time to time use as well as the transactions the Customer may initiate and the method of use of these services and transactions are set forth in the relevant application, the List of Terms & Conditions, and the Raiffeisen Mobile Banking Instructions Manual from time to time in effect.

## **XIII. General Terms of Contract for Raiffeisen Electronic Channels and the myRaiffeisen Mobile App**

### **13.1 Definitions**

**“Electronic Channels”** mean the Bank’s channels and solutions designed for electronic banking and accessible with Digital Channel Entitlement, which operate as identified electronic pathways through which specific persons registered for the given channel (for the purposes of this chapter, the “Customers”) can make legal statements, submit orders and transmit documents after proper identification. Electronic Channels are the Direkt Channel, the electronic channels accessible with Digital Channel Entitlement, including in particular Raiffeisen DirektNet, the myRaiffeisen Mobile App, the myRaiffeisen Portal, myRaiffeisen Business, myRaiffeisen.com Raiffeisen PAY, the Raiffeisen Electra and MultiCash Services, RaiConnect, the Online Personal Loan Platform, the SMEOn Platform, the Raiffeisen Online Retail Account Opening Platform, the Raiffeisen Online Overdraft Platform, the Raiffeisen Online Credit Card Platform, the Merchant Portal, the Scan&Go Mobile App, SoftPOS App (with TapXphone app) and VideoBank. Use of the Direkt Channel and Raiffeisen Electra are ensured by the Bank for the Customers subject to the conclusion of an agreement concerning the given service, at the terms and conditions specified in such agreement.

**“Direkt Channel”** means Raiffeisen Direkt (the Bank’s call centre).

**“Digital Channel Entitlement”** means a general right to use Electronic Channels, which serves the purpose of a more uniform management of the users of Electronic Channels and through which the Bank provides the possibility for Customers to use Electronic Channel services by automatically providing the means of identification necessary for the use of the service to the Customers.

**“myRaiffeisen Portal”** means an Electronic Channel available to Customers having Digital Channel Entitlement, as specified in the Announcement, which is available through the Bank’s website ([www.raiffeisen.hu](http://www.raiffeisen.hu)) or directly ([www.myraiffeisen.hu](http://www.myraiffeisen.hu)) with a web browser in English and Hungarian. It is a channel through which the Bank provides access to the services defined in the User Manual, so that certain Electronic or Digital Channels can be accessed from here as well (even without further identification/login), and it also directly contains certain functions of some Electronic or Digital Channels, and furthermore it also provides access to other services.

Its functions are continuously expanded, and the available services are disclosed in the Bank’s myRaiffeisen Portal Announcement.

**“myraiffeisen Business” means** an electronic channel available to Business/Organisation Customers with Digital Channel rights, as defined in the myRaiffeisen Business Portal Announcement, through the Bank’s website in Hungarian and English language. The scope of services available through the myRaiffeisen Business electronic channel is published by the Bank in the myRaiffeisen Business Portal Announcement available on its website. Detailed information on the services is available in the User Manual.

**"myRaiffeisen.com"** means an electronic channel available to Customers with individually configured rights, accessible via the Bank's website ([www.raiffeisen.hu](http://www.raiffeisen.hu)) or directly at [www.my.raiffeisen.com](http://www.my.raiffeisen.com). The Bank provides the services set out in the relevant User Manual through the myraiffeisen.com channel.

**"eKYC"** means in order to prevent money laundering, terrorist financing and other illegal activities, the Bank, in compliance with its legal obligations, expects its new customers to complete a so-called know-your-customer questionnaire prior to the establishment of a contractual relationship, and regularly requests its review and updating in the course of the customer relationship, which it provides to its Corporate/Organisation Customers, in addition to paper-based form, also online in the eKYC system (with partial or full online process according to the User Manual).

**"GeAO (Group eAccount Opening)"** means the GeAO system set up for the Bank' Corporate/Organisation Customers to conclude online, electronically, a payment account contract with the Bank.

**"eFinance"** means an online solution created by the Bank for Corporate/Organisation Customers, which offers a closed channel for the delivery of bank financing offers, requesting and processing amendments to existing loan transactions, requesting a new offer (with partial or full online process according to the User Manual).

**"eArchive"** means eKYC/... document archiving system set up by the Bank for Corporate/Organisation Customers (according to the User Manual).

**"MOXIS"** means the MOXIS system that allow the Bank's Corporate/Organisation Customers to conclude contracts for certain services online, electronically.

**"Raiffeisen Electra"** means the Electronic Channel, available in Hungarian and English language, through which the Bank provides to Customers and other users, if any, to use the services set out in the User Manual via the Internet. The Raiffeisen Electra Service can be accessed by the User upon request.

**"Raiffeisen DirektNet"** means an Electronic Channel available through the myRaiffeisen Portal in Hungarian and English, and through which the Bank can ensure the use of the services specified in the User Manual through the internet for the Customers and other potential users.

**"Raiffeisen Direkt ID" or "Direkt ID"** means a 8-character series of numbers generated by the Bank that is made available to Customers and Cardholders without payment accounts, and which together with other identifiers enables the Bank to identify the Customer or Cardholder in the Direkt Channel and in Digital Channels upon registration and login. An individual can have more than one Direkt/DirektNet ID-s if he/she is present in more than one role at the Bank.

**"Direkt PIN" or "D-PIN"** means a 4-character code created by the Customer upon the activation of Raiffeisen Direkt, which together with the Direkt ID serves to identify Customers during the use of Raiffeisen Direkt.

**"Password"** means a 4-character code created by the Customer upon the activation of the Digital Channel Entitlement, which together with the Direkt ID serves to identify Customers during the use of Raiffeisen Direkt.

**"PIN2 Code"** means a second secret identification code belonging to the given Customer for purchases over the internet or other remote channels. It is a 5-digit code contrived by the Customer him/herself, and serves as a second authentication component besides the one-time code included in the SMS message for the authentication of internet card payments. The code can be created in the website [raiffeisen.hu/PIN2](http://raiffeisen.hu/PIN2), which is accessible from the myRaiffeisen Portal as well.

**"Raiffeisen Hardware Token" or "Hardware Token"** means a physical device for the generation of passwords; when the Customer uses the device—by pressing the button available on the device—it will generate a non-reusable

6-character numeric password that serves as a security code for logins to Raiffeisen DirektNet and the approval of transactions launched within Raiffeisen DirektNet that require signature. The Hardware Token may be used by entering a 4-digit personal code.

**"Raiffeisen PAY"** means one of the Bank's Electronic Channels that provides specific payment services through a direct electronic connection for corporate Customers who have entered into a contract with the Bank for such services, in accordance with the individual agreement between the Bank and the Customer.

**"Raiffeisen Mobile Token"** means a password generating application constituting a part of the myRaiffeisen Mobile App that can be used for identification and authentication.

**"Mobile Token PIN"** or **"M-PIN"** means a 5-digit numeric password provided by the customer, which is used to log in to the myRaiffeisen Application and to authenticate transactions. The Mobile Token PIN can be subsequently replaced by biometric identification (facial recognition, fingerprint scanning or a pattern) if the customer's mobile device is enabled to handle these.

**"User Manual"** or **"Manual"** means a document for the different Electronic Channels that contains the services and functions available on the given Electronic Channel and the instructions for using such services and functions, as well as the Raiffeisen Mobile Applications User Manual.

**"Digital Channel Activation Code"** (formerly **"Raiffeisen Activation Code"** or **"DirektNet Activation Code"**) means a non-reusable 4-character numeric code sent by the Bank to the domestic mobile phone number specified by the Customer. With the Direkt Activation Code and the Digital Channel Activation Code the Customer can activate Raiffeisen Direkt and his/her Digital Channel access, respectively. A different Activation Code is sent for each Direkt ID. The Digital Channel Entitlement can only be activated by using the Digital Channel Activation Code sent to the mobile phone number registered by the Customer with the Bank.

**"myRaiffeisen Mobile Application"** or **"myRaiffeisen Mobile App"** or **"Mobile App"** means an application that can be installed on a mobile device and through which the Bank provides the services set out in the User Manual to the Customers. The Bank is continuously expanding the functions of myRaiffeisen and publishes the available functions in the myRaiffeisen Mobile Application Announcement.

**"Means of Identification"** mean the set of user names, identifiers, codes, identification devices and passwords through which the Customer is identified and the services are activated and/or the payment orders initiated by the Customer through these channels are authorised. Means of Identification include in particular, but are not limited to the Raiffeisen Direkt ID or Direkt ID, the Direkt PIN, the Password, the Raiffeisen Hardware Token, the Raiffeisen Mobile Token, the Mobile Token PIN, any activation code, the Raiffeisen Direkt PIN, the biometric data processed solely by the customer's device, any one-time-password, or the PIN2.

**"Biometric identification or protection"** means in the case of a suitable device (for this purpose, Android, mobile phone with IOS operating system, tablet) a fingerprint or other equivalent biometric identification data that serves to identify the Customer upon the use of the myRaiffeisen Mobile App. Biometric identification does not mean that the biometric data are handled by the Bank, i.e. these are handled only and exclusively by the mobile device, and the Bank only receives feedback on the success of identification.

**"RaiConnect"** means one of the Bank's Electronic Channels whose functions for the transmission of text, images and/or sound are available to the Customers specified in the relevant Announcement in respect of the services and from the date specified in the Announcement. RaiConnect is accessible through the myRaiffeisen Portal or the myRaiffeisen Mobile App as well.



**"Raiffeisen Online Personal Loan Platform"** means one of the Bank's Electronic Channels that enables the retail Customers specified in the relevant List of Terms & Conditions to apply for specific personal loan products and conclude the relevant agreements, and provides an opportunity for persons who are not customers of the Bank for customer identification and to apply for and contract a specific bank account/repayment account as part of the personal loan application.

**"Raiffeisen Online Retail Account Keeping Platform"** means one of the Bank's Electronic Channels that enables new retail Customers as specified in the relevant List of Terms & Conditions to apply for specific bank account and card products and related services, and conclude the relevant agreements.

**"Raiffeisen Online Overdraft Platform"**: one of the Bank's Electronic Channels, which offers Retail Customers specified in the relevant List of Terms & Conditions, the opportunity to apply and conclude contracts for certain overdraft products.

**"Raiffeisen Online Credit Card Platform"**: one of the Bank's Electronic Channels, which offers Retail Customers specified in the relevant List of Terms & Conditions, the option to apply for credit card products and conclude contracts.

**"SMEOn Platform"** means one of the Bank's Electronic Channels that enables the small and medium-sized Customers specified in the relevant Announcement to apply for a bank account framework agreement online, meet customer due diligence obligations, and conclude agreements, from the date specified in the Announcement.

**"Raiffeisen Electra Services"** mean one of the Bank's Electronic Channels that provides specific payment services to Customers who have entered into a contract with the Bank for such services, and/or enables them to submit specific documents and/or make specific legal statements online, in accordance with the individual agreement between the Bank and the Customer.

**"MultiCash Services"** mean one of the Bank's Electronic Channels that provides specific payment services to Customers who have entered into a contract with the Bank for such services, in accordance with the individual agreement between the Bank and the Customer.

**"Durable Medium"** means an instrument or solution which enables the recipient to store information addressed personally to him/her for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored. Such instruments and solutions are in particular paper, USB sticks, CD-ROM, DVD, memory cards, computer hard drives and e-mail, e-notices sent through the Bank's Electronic Channels, and websites offering archiving solutions.

**"VideoBank Service"** means one of the Bank's Electronic Channels whose functions for the transmission of text, images and sound are available to the Customers specified in the relevant Announcement in respect of the services and from the date specified in the Announcement. The VideoBank Service is accessible through the Bank's website or the myRaiffeisen Portal.

**"Scan&Go Mobile application"** means an application that can be installed on a mobile device, which enables the use of services offered by the Bank in accordance with the rules of the instant transfer payment solutions based on the unified data input solution defined in MNB Decree No. 35/2017 (XII. 14.) on the Execution of Payment Transactions.

**"SoftPOS Application"** means a specific mobile software application downloaded from the Google Play Store to a proprietary NFC-enabled Android mobile device used for this purpose by the card-accepting merchant, which, with its own unique identification number (TID), acts as a terminal function and enables the acceptance of "contactless" payment transactions at the point of payment using the card or another mobile device (mobile wallet) suitable for electronic payment solutions. The SoftPOS application is available as a functionality within the Bank's Scan&Go

Mobile application, therefore its use requires the download and installation of the Scan&Go Mobile application together with the additional application (TapXphone) required for this functionality. For detailed rules regarding the SoftPOS Application, please refer to the Business Conditions for Merchants and the related Card Acceptance Manual.

**“Merchant Portal”** means the Electronic Channel operated by the Bank for the provision of the Card Acceptance Service, the definition and functions of which are set out in the Business Conditions for Merchants and the Card Acceptance Manual.

## 13.2 General Rules

### 13.2.1 Proper Use

The Customer shall at any point in time use Electronic Channels in accordance with their intended purpose—as described in these General Business Conditions—and observe the security requirements concerning their operation. With a view to the security of Electronic Channels and the Means of Identification necessary for their use, the Customer shall act with due diligence.

The Customer warrants that the registered device necessary for the use of an Electronic Channel shall be used exclusively by the Customer at any point in time, and he/she will not give it into the possession or use of third parties. The Customer further undertakes to record only and exclusively his/her own biometric identifiers in the device.

The Customer shall furthermore observe the following security requirements:

- a) He/she shall install safe applications originating from reliable sources (App Store, Google Play) only on his/her mobile device.
- b) He/she shall not break up the factory software of the device, and will use the updates of the telephone's operating system recommended by the manufacturer.
- c) He/she shall use the login function to the device with password, sign code or biometric protection, shall not disable the protection, and shall not share it with third parties.
- d) He/she shall not share the codes and data used for Electronic Channels with third parties.
- e) He/she shall avoid connecting to Wi-Fi networks whose security level is unknown.
- f) He/she shall not store his/her Means of Identification on the device or its expansion card, and shall adjust the settings of his/her internet browser so that it will not automatically store data.
- g) He/she shall use sufficiently strong PIN codes for login to the mobile device, and/or activate the access protection of his/her device, use the screen unlock function (fingerprint, sign code, other codes, etc.) to unlock the blockage of the device, and adjust the settings of the device so that it will lock automatically within a short time (3-5 minutes).
- h) If the Customer's device is stolen or lost, he/she shall without delay change his/her Password, and/or ban access to Electronic Channels from the given device.
- i) He/she shall regularly update the operating system of his/her mobile device.
- j) If the Bluetooth function available in the mobile device is not in use, he/she shall turn it off.
- k) He/she shall delete the SMS messages received from the Bank after reading.
- l) He/she shall restart his/her mobile device from time to time.
- m) He/she shall pay special attention to ensure that his/her mobile device is not accessed by unauthorised parties.
- n) He/she shall install an antivirus program on his/her equipment, and shall have the equipment checked regularly, at reasonable intervals.
- o) He/she shall not disable the firewall settings of his/her equipment, and apply the same with a view to the protection of the equipment.

- p) The Customer shall not open SMS/MMS messages coming from unknown or unsafe sources, or files received in any other way from unsafe or unknown senders, and delete the same from his/her equipment.
- q) The Customer shall pay particular attention to the threats caused by phishing, spyware and malware, and support the Bank in combating these, among others by transmitting information and reporting; the Customer shall be required to report:
  - i. if he/she receives any electronic message (including e-mails) in which the sender of the message requests him/her to disclose personal identification elements,
  - ii. if he/she receives any electronic message (including e-mails) which seems to come from the Bank, but has some elements suggesting that it does not,
  - iii. if he/she receives an approval code in SMS for a transaction that was not initiated by him/her,
  - iv. if he/she receives an SMS with a text not connected to the transaction initiated by him/her and a code concerning a transaction other than the one initiated by him/her,
  - v. if the SMS code necessary to log in to or activate an Electronic Channel (myRaiffeisen Portal, Raiffeisen DirektNet) or the myRaiffeisen Mobile App, or to activate the Mobile Token fails to arrive to the Customer's mobile phone number registered with the Bank.

The Bank shall be exempt from the liability if the loss has been caused by the Customer acting fraudulently, or breaching intentionally or by gross negligence the obligations set out in the individual Customer Agreement, these General Business Conditions, and the relevant general terms of contract, including in particular those included in this Section 13.2.1 "Proper Use".

In particular the following shall be regarded as an intentional or grossly negligent breach of contract by the Customer:

- a) any act or omission by the Customer as a result of which by means of a one-time SMS code or QR code—despite the fact that the content of the message is known to him/her—the Customer approves a transaction initiated by a third party,
- b) any act or omission by the Customer as a result of which—despite the fact that the content of the one-time SMS code is known to him/her—the Customer authorises an Electronic, Direkt or Digital Channel registration or activation initiated by a third party,
- c) any omission by the Customer regarding the fulfilment of the obligations of notification and reporting as per this Section 13.2.1 "Proper Use", if loss is sustained as a result.

The Customer shall exercise due diligence and behave in such a manner that his/her Means of Identification or any of them are not removed from the Customer's possession and/or disclosed to third parties.

The Customer shall at all times read, interpret and examine all e-mails or other electronic messages or SMS messages which appear to be from the Bank or which contain any reference to the Bank or which request the Customer to provide any bank identification code, password or other identifiers of the Customer. The Customer may in particular, but not exclusively, infer from the subject of the letter/message, its wording, tone, the sender's identity, the address of his/her mailbox, the authenticity of the website referred to, the link between its address and the Bank, whether the letter/message is indeed from the Bank or has been sent by a malicious third party for the purpose of phishing. Never, under any circumstances, should Customers click on or reply to unsolicited—phishing type—e-mails/messages or give out any data or identifiers in response to these. The Bank never asks its customers to provide their passwords or identifiers via e-mail, other electronic messages or SMS. If the Customer has any doubts or questions, he/she should contact the Bank without delay.

The Bank's liability does not comprise the appropriateness of the Customer's own hardware peripherals, or that of any software installed on or connected to these, and in respect of any losses arising from these the Bank's liability shall be excluded.

Apart from the cases of login to electronic channels, and the initiation by the Customer of telephone calls through identified telephone lines, the Bank never asks the Customer to enter means of identification. The Bank's colleagues will not ask the Customer in-person to provide his/her secret PIN code, or the secret identification elements of his/her credit or debit card. If any person should ask the Customer on behalf of the Bank to provide any means of identification, the Customer must decline this, and report this fact through any of the Bank's communication channels by describing the circumstances.

The Bank has the right in the case of suspected fraudulent payment transactions or fraud to unilaterally change the maximum limit of orders specified in the List of Terms & Conditions or the determined limit, as well as to unilaterally introduce a Mobile Token limit, if it may serve to protect the Customer's or the Bank's interest. Of changes in the limit or the introduction of a Mobile Token limit, the Bank notifies its Customers in the User Manual.

The Bank shall have the right at any time to change (expand or narrow) the service platform, communication and management method of Electronic Channels, or the range of available services. The Customer shall become automatically entitled to use any additional services of the Electronic Channel that has been used by the Customer, subject to the terms & conditions notified by the Bank. The Bank shall inform Customers of new services by disclosing a notice in its website.

The Bank may make certain information or management interfaces of Electronic Channels available in the English language as well, at the Customer's option. By using an information or management interface in the English language, the Customer acknowledges and accepts that regarding any questions of interpretation the Hungarian version of the given interface shall be governing.

### **13.2.2 Conclusion of Agreements (Making Legal Statements) Online**

The Bank wishes to make certain products and services available electronically as well within the relevant statutory framework. As a part of this, it introduces arrangements for the online conclusion of distance contracts that ensure legal compliance, as well as the closedness and security of the systems, hence the confidentiality, integrity and availability of the data processed in these.

Of the statutory requirements related to legal statements made online, and the Bank's related practice, the Bank has created a code of conduct entitled "Code of Conduct and customer information on the prudent operation of Raiffeisen Bank's system for making declarations and concluding contracts online", which is available in the Bank's website. The provisions of the Code of Conduct are acknowledged by the Bank as binding for itself.

If the contract is concluded (the statement is made) in writing, the Bank shall ensure that the solution it has developed shall be suitable to retrieve the content included in the legal statement unaltered, and identify the person making the statement and the time when it was made. If the contract is concluded (the statement is made) not in a written form, the subsequent traceability of the statement shall be ensured by the Bank in such case as well.

If the Customer makes a contractual statement in a video chat, audio call, on the phone, or in a chat, the records of the communication shall become an inseparable part of the contract.

In the case of an agreement concluded via an Electronic Channel, the Bank shall in each case ensure a statutory 14 days' right of withdrawal for consumer Customers. In view of this, a consumer Customer may within 14 days of the conclusion of the agreement withdraw from the concluded agreement without giving any reasons. The Customer may exercise his/her right of withdrawal with a letter sent by mail to the Bank's mailing address, or—if such other

options/communication channels have been specified in an Announcement or in the agreement with the Customer – with a statement made in some other verifiable way. The notice of withdrawal shall terminate with retroactive effect the agreement made between the Customer and the Bank through an Electronic Channel.

The Bank has the right to determine whether in the given process it provides electronic and/or paper-based administration to its customers, including the form of the documents that may be submitted and admitted in the given process (paper or electronic).

Where e-administration is also possible, the Bank shall have the right to determine in the case of documents furnished with electronic signature and/or seal as per Regulation (EU) No 910/2014 of the European Parliament and of the Council (eIDAS) with what kind of authentication (what type of certification) such documents will be accepted, and furthermore to determine the expected period of validity of the certification attached to a document furnished with electronic signature and/or seal starting from the date of submission of the document to the Bank.

### **13.3 Use of the myRaiffeisen Mobile App, Conclusion of the Contract**

The all-inclusive services of the myRaiffeisen Mobile App are available only to Customers who have already registered for the Raiffeisen DirektNet service.

The myRaiffeisen Mobile App can be installed on the mobile device from the official apps store. The agreement between the Bank and the Customer for the myRaiffeisen Mobile App will be established with registration in the course of the installation and the acceptance of the terms of contract disclosed there.

The General Business Conditions and the related Privacy Policy can be downloaded in the course of registration, and are also available at any time in the Bank's website or through the myRaiffeisen Mobile App. The Bank shall deliver printed copies of the aforementioned documents to the Customer upon the Customer's express request only.

Upon the first login to the myRaiffeisen Mobile App, the Customer shall enter with his/her Raiffeisen Direkt ID and Password. In the course of registration, a Mobile Token PIN Code must be entered. In order to log in to the application subsequently, the Mobile Token PIN Code needs to be provided, which may as well take place by biometric identification if biometric identification is enabled. If the Customer does not use the Mobile Token for one year (to log in or to authenticate transactions), the Bank shall delete the Mobile Token and the relating Mobile Token PIN Code. Using the Raiffeisen Direkt ID and Password, the Customer shall have the right at any time to enter a new Mobile Token PIN Code and register a new Mobile Token.

Cardholders without payment accounts at the Bank, as well as account holding Cardholders who do not use the Raiffeisen DirektNet service, may use the myRaiffeisen Mobile App for the following limited functions only:

- (i) use of the Raiffeisen Mobile Token for the purpose of strong customer authentication in the case of purchases done with cards in the internet,
- (ii) view card transaction history,
- (iii) view card data.

Cardholders who do not hold a payment account with the Bank and account holding Cardholders who do not have a Raiffeisen DirektNet service can use the myRaiffeisen Mobile Application with the limited functions as set out in the User Manual.

Upon the first login to the myRaiffeisen Mobile Application, the Cardholder logs in with the Direkt ID and Digital Channel Activation Code.

In the course of registration, the Customer should enter his/her Digital Channel access password and Mobile Token PIN. In order to log in to the application subsequently, the Mobile Token PIN Code needs to be provided, which may

as well take place by biometric identification if biometric identification is enabled. If the Cardholder does not use the Mobile Token for one year (to authenticate transactions), the Bank shall delete the Mobile Token and the relating Mobile Token PIN Code. Using the Direkt ID, the Cardholder shall have the right at any time to enter a new Mobile Token PIN Code and register a new Mobile Token.

## 13.4 Digital Channel Entitlement Rules

### 13.4.1 Customers with Digital Channel Entitlement

Digital Channel Entitlement is set by default (automatically) for the Customers specified below:

- a) Customers applying for Raiffeisen DirektNet,
- b) Customers applying for Raiffeisen PAY,
- c) Customers applying for a bank card, if the Cardholder has a mobile phone number,
- d) Customers applying for personal loans and opening repayment (technical) accounts only
- e) in the case of Business/Organisation Customers Customers with Raiffeisen Electra.

The Digital Channel Entitlement in itself does not automatically entail access to Raiffeisen DirektNet or Raiffeisen PAY.

Cardholders belonging to the retail or SME or private banking business line who do not hold payment accounts at the Bank, as well as account holding Cardholders belonging to the retail or SME or private banking business line who have not concluded an agreement with the Bank for the Raiffeisen DirektNet service, have automatically received Digital Channel Entitlement so that they can authorise online card purchases via the myRaiffeisen Mobile App.

### 13.4.2 Services Accessible with Digital Channel Entitlement:

myRaiffeisen App

- for Cardholders without Raiffeisen DirektNet access, with the features specified in the User Manual
- PIN2 creation
- myRaiffeisen Portal

After the bank card application is approved, the Cardholder's Direkt ID is automatically created and the Digital Channel Activation Code is automatically sent by SMS.

### 13.4.3 Future Services Accessible with Digital Channel Entitlement

The Digital Channel Entitlement has been created by the Bank and is automatically granted to Customers applying for certain services (as specified in Section 13.4.1, in order to provide them an opportunity to activate, and thus access and use, the electronically available services to be introduced in the future. The services available through the Digital Channel Entitlement are continuously expanded by the Bank, and the available features are published in the User Manual.

## 13.5 Rules for Service Blockage or Suspension in the Case of Electronic Channels

The Customer or any person authorised to dispose of his/her payment account shall report to the Bank immediately if he/she becomes aware that his/her Means of Identification, or an identification tool or mobile device necessary to use any Electronic Channel, have left his/her possession, or have been stolen, or used without his/her authorisation or approval. With its Raiffeisen Direkt service, the Bank provides an opportunity for the Customer to satisfy the requirement of immediate notification as per this section at any time.

The report to the Bank can be made on any day of the week, 0-24 hours on the phone, at the telephone number of Raiffeisen Direkt. The Customer may make such report at any time free of charge.

Upon a notice of loss or theft by the Customer, the Bank shall be obliged with immediate effect, and in the cases set out in points a)-c) below it shall have the right, to ban the given Electronic Channel, or in connection with this any Customer or authorised representative, or the rights of access of such parties, definitively or temporarily, or to deny or suspend the execution of any electronic order, if

- a) the suspicion of abuse or of unauthorised or fraudulent use arises in respect of any Means of Identification or other secret identification data necessary to use the myRaiffeisen Mobile App, or
- b) the suspicion of abuse or of unauthorised or fraudulent use arises in any other respect in connection with Electronic Channels, or
- c) it becomes necessary with a view to the safe operation of Electronic Channels or of user accounts.

In the event the suspicion of a fraudulent payment transaction arises, as well as with a view to the protection of the security of the given Electronic Channel, the Bank shall have the right to suspend the Means of Identification of the Customer, or in general access to the Electronic Channel, until the circumstances of the payment transaction are cleared up. In such case prior to the suspension, but not later than immediately afterwards, the Bank shall notify the Customer of the suspension in an SMS message sent to the telephone number provided by the Customer, unless this would jeopardise the Bank's operational safety, or unless the performance of the obligation of notification is excluded by law.

If the Bank becomes aware that the Customer uses the Electronic Channels against their intended purpose, or breaches the requirements concerning the Means of Identification provided to the Customer, including in particular the provisions concerning their security, the Bank shall have the right to restrict the use of Electronic Channels, and to block the Means of Identification. The Bank shall inform the Customer of the fact and causes of the restriction.

If on the basis of available system information the Bank has good reason to believe that the Customer's mobile device has been hacked (jailbroken or rooted), it will not ensure the accessibility of the myRaiffeisen Mobile App or the use of the services provided in the scope of the myRaiffeisen Mobile App in respect of this device. If the Bank becomes aware after the installation of the myRaiffeisen Mobile App by the Customer that the mobile device concerned by the myRaiffeisen Mobile App is hacked (jailbroken or rooted), it shall immediately terminate the use of the services provided in the scope of the myRaiffeisen Mobile App in the given device.

After the termination of the service, the Bank shall inform the Customer without delay of the fact of the termination and its reasons. The Bank shall not be obliged to notify the Customer if giving notice would jeopardise the security of the Bank's operation, or if the fulfilment of the obligation of notification is excluded by law or by the decision of any authority.

The Bank shall have the right to suspend access to the Electronic Channel if the Customer fails to use the given service for 1 year from the date of execution of the agreement. The suspension shall remain in force until the Customer requests the Bank to reactivate the Electronic Channel.

### **13.6 Handling of Errors, Giving Notice of Errors in the Case of Electronic Channels**

The Customer may give notice of any errors seen in connection with the use of Electronic Channels on the phone, or in writing, by mail or e-mail (in a letter sent to the e-mail address info@raiffeisen.hu), or in-person at any branch of the Bank.



The Bank and its contractual partners shall make sure that any error arising at the central entry point of Electronic Channels is corrected within the shortest time possible depending on the nature of the error.

The Bank and its contractual partners are not obliged to eliminate errors arising in connection with mobile devices, or the operation of any hardware, software applications or other technical devices falling outside of the operation of the system of Electronic Channels. Such errors shall be eliminated by the Customer at his/her own expense. As regards the nature of the error, the Customer shall accept the Bank's statement, until evidence to the contrary is provided.

The Bank shall have the right to suspend the use of Electronic Channels in whole or in part for the purpose of maintenance or the correction of errors, or for any other organisational or operational reasons. Suspension of the use of Electronic Channels for this reason shall be considered a bank holiday.

If the use of Electronic Channels is suspended due to maintenance, repair or other organisational or operational reasons that can be scheduled in advance, the Bank shall notify the Customer in advance through Electronic Channels or other channels of communication in accordance with the provisions concerning bank holidays.

If the use of Electronic Channels is suspended due to maintenance, repair or other organisational or operational reasons that may not be scheduled in advance, the Bank shall notify the Customer without undue delay, unless such notice is not possible on account of the nature of the cause of the suspension, or if in the Bank's judgment it is not practical in the interest of the elimination, as soon as possible, of the cause. The Bank shall not be held liable for losses that might arise from the non-execution or late execution as a consequence of the application of this provision of orders sent electronically using Electronic Channels, or from the non-performance of notification.

The Customer undertakes to download the latest version of Electronic Channels, and execute the updates necessary for the use of these, as well as use any improved version of Electronic Channels in accordance with the Bank's call and instructions. The Bank shall not be held liable for losses arising from the Customer's failure to meet this obligation.

## **13.7 Liability and Damages in Respect of Electronic Channels**

**13.7.1** The Customer may use Electronic Channels subject to the rules set out in these General Business Conditions. The Customer shall behave in a way reasonably expected in the given circumstances—having regard to the provisions of Sections 13.2-13.5 as well—in order to ensure the security of the Electronic Channels used by him/her, as well as the Means of Identification provided to him/her, and make sure that these will not become known to unauthorised third parties, and no unauthorised third parties have access to these. The Customer must not write down the secret identifiers, codes and passwords made available to him/her, and must not record the same in the device, or in any other object kept in the same place as the device.

**13.7.2** The Bank shall not be held liable for losses sustained by the Customer or any third party on account of the suspension, termination or ban of the use of an Electronic Channel.

In respect of any unapproved payment transactions effected with any Means of Identification that have left the possession of or been stolen from the payer, or arising from the unauthorised use of the same, the loss shall be borne by the payer up to the equivalent of HUF 15,000 before the notice as per above is given. The payer shall not bear such liability if

- a) the payer was not in a position to become aware that the Electronic Channel and/or Means of Identification have left his/her possession or have been stolen or used in an unauthorised way prior to the fulfilment of the payment transaction,

- b) the loss was caused by an action or omission of an employee, agent, branch office, or outsourcing service provider of the Bank,
- c) the Bank does not apply strong customer authentication in the case of payment transactions subject to strong customer authentication, where strong customer authentication is mandatory,
- d) the loss was caused by means of a customised procedure qualifying as a cash substitute payment instrument which was implemented using an information technology or telecommunications tool, or the Electronic Channel was used without any Means of Identification, or
- e) the Bank failed to meet its obligation to provide a continuous opportunity for reporting the loss or theft.

Any loss that was sustained after the reporting of the loss or theft shall be borne—up to the amount specified in the law from time to time in effect—by the Bank.

The Bank shall be exempt from the liability if it is able to prove that the loss has been caused by the payer acting in a fraudulent manner, or breaching intentionally or by gross negligence his/her obligations specified in Sections 13.3-13.7.1 or in the laws from time to time in effect.

The Bank shall not be held liable for any loss sustained by the Customer or third parties that arises from failure to give notice of blockage for any Means of Identification—despite the occurrence of events making such notice necessary—or from any abuse connected to such notice that is outside the Bank's control.

**13.7.3** The Bank excludes its liability—in the measure permitted by the applicable statutory provisions—for any delay, error or omission that might occur during the delivery, processing or storage of data transmitted via Electronic Channels due to any of the following reasons:

- a) unavoidable circumstances outside the Bank's control (force majeure) or compliance with requirements set out in any law or EU legal act;
- b) failure of the communication system operated by a service provider that is responsible for establishing the electronic connection between the Bank and the Customer, and is necessary for the operation of Electronic Channels;
- c) any wilful or negligent disruption, damaging or breaking up of the system of Electronic Channels in any way by the Customer or by a third party in connection with the conduct of the Customer, or attempts at these;
- d) the Customer provides erroneous or untrue data to the Bank, or fails to report any change in his/her data to the Bank within the required timeframe and in the required manner.

The Bank's liability shall be excluded in instances when the Customer uses Electronic Channels in a country where 128 bit SSL encoded systems are not permitted, and the Bank's liability shall be similarly excluded in case the use of an Electronic Channel fails for the same reason.

### **13.8 Issues Related to Copyright and the Protection of Intellectual Property**

All copyrights and other intellectual property rights that concern Electronic Channels shall be held exclusively by the Bank. The Customer shall get a non-exclusive, non-transferable right of use for Electronic Channels, without the related copyright and other intellectual property rights being transferred to the Customer.

The Customer may receive requests through Electronic Channels or other channels of communication from the Bank or—based on a questionnaire approved by the Bank in advance—from the vendor company developing the given Electronic Channel in connection with Electronic Channels for the purpose of public opinion research. Completing the questionnaire is voluntary. The Customer shall not suffer any prejudices on account of the non-completion of the questionnaire.

The Bank has postponed the implementation of the following Section 13.9. The implementation will take place at the time specified in a separate Announcement.

## 13.9 Special Rules Applicable to the RaiConnect channel

For Clients who on December 31, 2024, already have a contract amendment for the use of RaiConnect with the Bank, the provisions of this contract amendment will be incorporated into this section effective as of January 1, 2025, and simultaneously the contract amendment will cease to exist.

Clients entering into a contract with the Bank from January 1, 2025, and Clients who on December 31, 2024, already had a contract but did not have a contract amendment for the use of RaiConnect, must request the use of the RaiConnect channel via its electronic interface at the first use and must also provide their consent for making legal declarations through the RaiConnect channel at the same place.

Through RaiConnect, both the Bank and the Client can send chat-based messages and conduct audio or video calls over a secure, protected channel. During these activities, the voice, image, and messages of the Client and the Bank representative will be recorded. The Bank and Client are entitled to send documents and make legal declarations to each other via RaiConnect in a retrievable manner as specified in the RaiConnect Announcement, including legal declarations that require written form. The Bank ensures the confidentiality, integrity, and availability of the resulting files within its closed systems. The Bank will provide the Client with the documents and files generated during the use of RaiConnect in the manner specified in the RaiConnect Announcement.

## Annex No. 1 to the General Business Conditions: The Raiffeisen Group

**DOMESTIC ENTERPRISES BELONGING TO THE RAIFFEISEN GROUP AND LICENSED OR REGISTERED BY THE SUPERVISORY AUTHORITY**

<b>Company name</b>
Raiffeisen Auto Leasing Kft.
Raiffeisen Investment Fund Management Zrt.
Raiffeisen Insurance Broker Kft.
Raiffeisen Corporate Leasing Zrt.

### OUTSOURCING LIST

(as of 28 November 2024)

#### ***Outsourced Activities Connected to Financial and Supplementary Financial Services***

Activity	Entity executing outsourced activity		Term
	Name	Registered office	
Personification of bank cards	ANY Biztonsági Nyomda Nyrt.	1102 Budapest, Halom u. 5.	From 15/11/2013 for indefinite term
SWIFT service Global Pay Plus service Operation and support of a monitoring system for payment transactions related to money laundering, terrorist financing and sanctions	Centralised Raiffeisen International Services & Payments S.R.L.	B-dul Dimitrie Pompei, nr 5-7, Bucharest	From 13/07/2017 to 13/07/2027
Fraud transactions Monitoring Support Services			From 01/07/2019 for indefinite term
Document storage	Iron Mountain Magyarország Kft.	1093 Budapest, Czuczor u. 10.	From 09/10/2024 to 10/11/2027
Generation of customer letters, notices, and DM material	Drescher Magyarországi Direct Mailing Informatikai és Nyomdai Kft.	1097 Budapest, Gyáli út 31.	From 17/09/2009 for indefinite term
Communication services connected to CRM activity	LEAD Generation Kft.	1036 Budapest, Lajos u. 48-66.	From 10/05/2010 for indefinite term
Processing and digitisation of documents issued by authorities	DOQSYS Business Solutions Zrt.	1131 Budapest, Babér utca 1-5.	From 12/06/2013 for indefinite term
User satisfaction survey and data analysis	Scale Research Piackutató és Tanácsadó Kft.	1132 Budapest, Váci út 18.	From 10/01/2020 for indefinite term
User satisfaction survey and data analysis	NRC Marketingkutató és Tanácsadó Kft.	1034 Budapest, Kenyeres u. 28.	From 01/01/2020 for indefinite term
Software development activities related to IT system developments	BCS Business Consulting Services Kft.	1118 Budapest, Rétköz u. 5.	From 21/07/2016 for indefinite term
Digital asset management tasks	BSCE Tanácsadó és Informatikai Kft.	1138 Budapest, Dunavirág utca 2-6. III. torony. ép. 2. em.	From 17/07/2016 for indefinite term
System support	Guidance Informatikai Szolgáltató és Tanácsadó Zrt.	1146 Budapest, Hermina út 22.	From 09/11/2017 for indefinite term
Development, system operation	Enrol Consulting Kft.	2040 Budaörs, Ószibarack utca 26.	From 04/08/2016 for indefinite term
Ensuring the use of account switching process supporting IT application	GIRO Elszámolásforgalmi Zrt.	1054 Budapest, Vadász u. 31.	From 27/10/2016 for indefinite term

Activity	Entity executing outsourced activity		Term
	Name	Registered office	
System support	TF Systems Kft.	1095 Budapest, Máriássy u. 7. III.em.	From 01/01/2011 for indefinite term
System support	SmartX Solutions Kft.	1118 Budapest, Rétköz utca 5.	From 01/01/2018 for indefinite term
Checking the physical existence, quantity and quality of the assets	Korona Közraktár Zrt.	2053 Herceghalom, Zsámbéki út 16.	From 25/03/2019 for indefinite term
Checking the physical existence, quantity and quality of the assets	Deep Water Kft.	8600 Siófok, Hunyadi u. 21.	From 27/03/2019 for indefinite term
System support, cloud services-Galileo	Raiffeisen Bank International	1030 Vienna, Am Stadtpark 9	From 01/09/2019 for indefinite term
FrontEnd Analytics service— cloud-based analysis software solution			From 18/05/2020 for indefinite term
VIS service package to implement remote customer due diligence solution			From 18/05/2020 for indefinite term
Group Risk Controlling			From 01/02/2021 for indefinite term
Onboarding (online account opening, credit application and KYC) service for new customers			From 01/01/2021 for indefinite term
IT service – R-Flex			From 28/07/2022 for indefinite term
IT services, credit limit management			From 06/02/2023 for indefinite term
Analytical report datas for Controlling			From 01/01/2022 for indefinite term
IT service - Archer			From 01/01/2023 for indefinite term
Moxis eSignature - Electronic signature service			From 26/02/2024 for indefinite term
Digital Research Platform – Sub-website service for storing financial research, reports			From 29/04/2024 for indefinite term
MyRaiffeisen mobil application and MyRaiffeisen portal functions, Campaign Management Tool Group Solution (Salesforce)			From 01/01/2022 for indefinite term
SMEOn online cloud-based account opening solution for small businesses			From 01/04/2024 for indefinite term
IT service – RaiConnect (InfoBip)			From 01/04/2024 for indefinite term
Apex – Dynamic FX Margin	From 01/08/2024 for indefinite term		

Activity	Entity executing outsourced activity		Term
	Name	Registered office	
T.I.G.E.R – Operating - The process of risk assessment for non-retail (and non-micro) clients	Raiffeisen Bank International	1030 Vienna, Am Stadtpark 9	From 20/11/2024 for indefinite term
Operation of Microsoft Office O365 collaboration tools	Raiffeisen Informatik GmbH & Co KG	Lilienbrunnngasse 7-9, 1020 Vienna, Austria	From 02/04/2020 for indefinite term
The operation of the Bank's electronic channel, called VideoBank	FaceKom Kft.	1052 Budapest, Deák Ferenc tér 3.	Termination on 28/02/2025
Trust service provided during the electronic contract signing process			From 16/10/2023 for indefinite term
Provision of the e-Cégkapu service in connection with IT system developments	e-Jogsegéd Szolgáltató Kft.	1135 Budapest, Kisgömb utca 6. fszt. 1	From 03/09/2021 for indefinite term
Bank card transaction processing and related services	Regional Card Processing Centre, s.r.o. (RPC)	Námestie Mateja Korvína 1, Bratislava 811 07, Slovak Republic	From 06/03/2024 for indefinite term
Providing a SoftPOS payment solution			From 06/03/2024 for indefinite term
RaiPAY mobile application			From 06/03/2024 for indefinite term
3D Secure Access Services			From 01/08/2024 for indefinite term
Processing of bank card data			From 01/08/2024 for indefinite term
E-commerce Acquiring Services			From 01/08/2024 for indefinite term
Provision of POS devices POS software development POS terminal management Field service Online processing of SZÉP/EP card transactions Provision of POS value-added services	Cardnet Zrt.	1135 Budapest, Reitter Ferenc utca 46-48.	From 16/07/2024 for indefinite term
CLWS system level 3 support and maintenance, data and error correction	LOXON Solutions Zrt.	1113 Budapest, Lóportár u. 20/B.	From 13/08/2024 for indefinite term



## Outsourced Activities Connected to Investment and Supplementary Investment Services

Activity	Entity executing outsourced activity		Term
	Name	Registered office	
Operation of GTS (Global Treasury System), WSS (Wall Street System), Bloomberg and Reuters systems	Raiffeisen Bank International	1030 Vienna, Am Stadtpark 9.	From 05/12/2008 for indefinite term
Group Risk Controlling			From 01/02/2021 for indefinite term
IT service - Archer			From 01/01/2023 for indefinite term
Digital Research Platform – Sub-website service for storing financial research, reports			From 29/04/2024 for indefinite term
Apex – Dynamic FX Margin			From 01/08/2024 for indefinite term
T.I.G.E.R – Operating - The process of risk assessment for non-retail (and non-micro) clients			From 20/11/2024 for indefinite term
Document storage	Iron Mountain Magyarország Kft.	1093 Budapest, Czuczor u. 10.	From 09/10/2024 to 10/11/2027
SWIFT service Global Pay Plus service Operating the market abuse monitoring system (STOR) and supporting the process	Centralised Raiffeisen International Services & Payments S.R.L.	B-dul Dimitrie Pompei, nr 9-9A, Bucharest	From 13/07/2017 to 13/07/2027
Generation of customer letters, notices, and DM material	Drescher Magyarországi Direct Mailing Informatikai és Nyomdai Kft.	1097 Budapest, Gyáli út 31.	From 17/09/2009 for indefinite term
Provision of Monolith system support services	Monolith Systemhouse International s.r.o.	94301 Sturovo, Hlavná 11.	From 19/07/2016 for indefinite term
Software development activities related to IT system developments	BCS Business Consulting Services Kft.	1118 Budapest, Rétköz u. 5.	From 21/07/2016 for indefinite term
Digital asset management tasks	BSCE Tanácsadó és Informatikai Kft.	1138 Budapest, Dunavirág utca 2-6. III. torony. ép. 2. em.	From 17/07/2016 for indefinite term
Development and system operation tasks	Enrol Consulting Kft.	2040 Budaörs, Ószibarack utca 26.	From 04/08/2016 for indefinite term
System support	Guidance Informatikai Szolgáltató és Tanácsadó Zrt.	1146 Budapest, Hermína út 22.	From 09/11/2017 for indefinite term
System support	TF Systems Kft.	1095 Budapest, Máriássy u. 7. III.em.	From 01-01/2011 for indefinite term
System support	SmartX Solutions Kft.	1118 Budapest, Rétköz utca 5.	From 01/01/2018 for indefinite term

Activity	Entity executing outsourced activity		Term
	Name	Registered office	
Operation of Microsoft Office 365 collaboration tools	Raiffeisen Informatik GmbH & Co KG	Lilienbrunnngasse 7-9, 1020 Vienna, Austria	From 02/04/2020 for indefinite term
The operation of the Bank's electronic channel, called VideoBank	FaceKom Kft.	1052 Budapest, Deák Ferenc tér 3.	Termination on 28/02/2025
Communication services connected to CRM activity	LEAD Generation Kft.	1036 Budapest, Lajos u. 48-66.	From 10/05/2010 for indefinite term
Provision of the e-Cégkapu service in connection with IT system developments	e-Jogsegéd Szolgáltató Kft.	1135 Budapest, Kisgömb utca 6. fszt. 1	From 03/09/2021 for indefinite term
Providing investment advice	VIG Befektetési Alapkezelő Magyarország Zrt	1091 Budapest, Üllői út 1.	From 10/08/2020 for indefinite term
Processing and digitisation of documents issued by authorities	DOQSYS Business Solutions Zrt.	1131 Budapest, Babér utca 1-5.	From 12/06/2013 for indefinite term

## Annex No. 3 to the General Business Conditions: Information on KHR

### INFORMATION ON DATA MANAGEMENT BY THE CENTRAL CREDIT INFORMATION SYSTEM ("KHR"), AND POSSIBLE REMEDIES

Effective as of 01 January 2018

The purpose for the management of the data recorded in the Central Credit Information System (the "KHR") is to make sure that creditworthiness is assessed on a more well-informed basis, as well as to promote the fulfilment of the preconditions for responsible lending and the mitigation of credit risk, in view for the security of borrowers and of reference data providers (the "reference data providers").

#### I. Provisions Concerning Private Individuals

1. Act CXXII of 2011 on the Central Credit Information System (the "KHR Act") introduced an all-inclusive registry for the loans of private individuals. The Bank as a reference data provider shall be obliged to transfer the reference data to KHR in writing immediately not only upon the non-performance of any payment obligation, and in events of abuse, but upon the conclusion of the relevant agreement with the natural person. The obligation of the reference data provider to transfer data shall arise upon any change in already transferred reference data as well.

2. In accordance with the KHR Act, the obligation to provide reference data shall concern the following deal types (agreements constituting the subject-matter of data transfer):

- Agreements concerning financial services, where "financial service" shall mean the following services as defined in the Banking Act: provision of credits and cash loans; financial leasing; issue of such paper-based cash substitutes (e.g. paper-based travellers cheques, bills of exchange) and the provision of the related services as do not qualify as payment services; assumption of sureties and bank guarantees, and other banking commitments (including mortgage lending as per Art. 3 (1) 29 and Art. 5 (6) d) of Act LX of 2003 on Insurance Companies and Insurance Activities and lending in the meaning of Art. 28 of Act XLVIII of 1996 on Warehousing;
- Agreements concerning securities borrowing and lending as per Act CXX of 2001 on the Capital Market (the "Capital Market Act");
- Agreements concerning investment loans, where "investment loan" shall mean a loan in the meaning of Act CXXXVIII of 2007 on Investment Firms and Commodity Exchange Service Providers, and Rules for Their Authorised Activities;
- Student loan agreements as defined in the relevant law (Government Decree No. 86/2006 (IV.12)).

#### 3. Reference data to be transferred after the establishment of the contractual relationship ("positive list")

If any agreement as detailed above and constituting the subject-matter of data supply is concluded, the reference data provider shall deliver the following data of the natural person concluding the agreement to KHR: name, name at birth, place and date of birth; mother's name at birth; ID card (passport) number or the number of any other certificate suitable as proof of identity pursuant to Act LXVI of 1992 on the Personal Data and Address Records of Citizens; address; mailing address; e-mail address; type and reference number of the agreement; date of execution, expiry and termination of the agreement; customer capacity (debtor, co-debtor); amount of the agreement, currency and amount of the repayment instalment of the contractual amount, method and frequency of repayment.

#### **4. The duration of data management in the case of a “positive list”**

After the termination of the agreement, the financial enterprise operating the KHR system shall immediately, with a final effect and irreversibly delete the reference data received as a so-called “positive list” in accordance with Section I.3 above, unless the natural person concluding the agreement requests the financial enterprise operating the KHR system in writing to continue keeping record of his/her data after the termination of the contractual relationship for a period not longer than five more years. This statement may be made at the reference data provider during the life of the agreement, and after the expiry of the agreement it should be sent to the financial enterprise operating the KHR system. The statement may be withdrawn in writing any time, via the reference data provider during the life of the agreement, and after the expiry of the same directly at the financial enterprise operating the KHR system.

#### **5. Disclosure of reference data (“negative list”)**

- (a) In accordance with the KHR Act, the reference data provider shall transfer to the financial enterprise operating the KHR system the reference data—as defined in Section 6 (a) below—of the natural persons who fail to meet their obligations undertaken in an agreement constituting the subject-matter of data supply so that the amount of the past due and unpaid debt of the natural person exceeds the amount of the lowest monthly minimum wage being in effect on the date of the default, and this default being in excess of the amount of the minimum wage has been outstanding continuously for a period longer than ninety days. If there are more than one legal relationships outstanding simultaneously, the defaults of the same person shall be taken into account separately. In the case of a securities borrowing agreement, the amount of the unpaid debt should be calculated by applying the provisions of Art. 169 of the Capital Market Act, i.e. from the price prevailing on the date of lending and the one prevailing on the due date of payment, the highest should be taken into account.
- (b) In accordance with the KHR Act, the reference data provider shall in writing transfer to the financial enterprise operating the KHR system the reference data—as defined in Section 6 (b) below—of the natural person in the following cases:
- where the natural person provides false data—which can be proven by documents—when initiating the conclusion of an agreement constituting the subject-matter of data supply, or
  - where due to the use of false or counterfeit documents by the natural person when initiating the conclusion of an agreement constituting the subject-matter of data supply, the court of justice establishes in a final and effective resolution the perpetration of the crime defined in Art. 274-277 of Act IV of 1978 on the Penal Code, being in force until 30 June 2013 (the “Act IV of 1978”), or in Art. 342, 343, 345 and 346 of Act C of 2012 on the Penal Code (the “Penal Code”).
- (c) In accordance with the KHR Act, the reference data provider shall in writing transfer to the financial enterprise operating the KHR system the reference data—as specified in Section 6 (c) below—of the natural person in respect of whom the court of justice establishes in a final and effective resolution the perpetration of the crime defined in Art. 313/C of Act IV of 1978, being in force until 30 June 2013, or in Art. 374 (5) and Art. 393 of the Penal Code, due to the use of cash substitutes.

#### **6. Reference data to be transferred on account of past due debt or abuse (“negative list”)**

- (a) In the event defined in Section 5 (a) above, the reference data provider shall deliver the following data of the natural person concluding the agreement to KHR: name; name at birth; place and date of birth; mother's name at birth; ID card (passport) number or the number of any other certificate suitable as proof of identity pursuant to Act LXVI of 1992 on the Personal Data and Address Records of Citizens; address; mailing address;

e-mail address; type and reference number of the agreement; date of execution, expiry and termination of the agreement; customer capacity (debtor, co-debtor); amount of the agreement, currency and amount of the repayment instalment of the contractual amount, method and frequency of repayment; the date of the default as per the KHR Act; amount of the past due and unpaid debt outstanding upon the event of default as per the KHR Act, when and how the overdue and unpaid debt was discharged, note on the assignment of the claim to another reference data provider, or on any related lawsuit, the fact and date of early repayment, currency and amount of the prepaid amount and of the outstanding principal debt; currency and amount of the outstanding principal debt.

Thirty days prior to the planned execution of the data transfer, the Bank informs the natural person in writing that his/her reference data will be entered in the KHR system, unless he/she satisfies his/her contractual obligations.

The Bank shall within maximum five business days following any and all data transfers to KHR—except for those concerning the currency and amount of the outstanding principal debt, and the currency and amount of the repayment instalment of the contractual amount—inform the registered natural person of the data transfer having taken place.

- (b) In an event as defined in Section 5 (b) above, the reference data provider shall transfer the following data of the natural person concluding the agreement to KHR: name; name at birth; place and date of birth; mother's name at birth; ID card (passport) number or the number of any other certificate suitable as proof of identity pursuant to Act LXVI of 1992 on the Personal Data and Address Records of Citizens; address; mailing address; e-mail address; date of and rationale for the rejection of the application; documentary evidence, number of final and effective court resolution, name of the proceeding court, content of the operative part of the resolution.
- (c) In an event as defined in Section 5 (c) above, the reference data provider shall transfer the following data of the natural person concluding the agreement to KHR: name; name at birth; place and date of birth; mother's name at birth; ID card (passport) number or the number of any other certificate suitable as proof of identity pursuant to Act LXVI of 1992 on the Personal Data and Address Records of Citizens; address; mailing address; e-mail address; type and identifier (number) of the cash substitute; the time and date of blockage; time and date, number and amount of the transactions effected with the blocked cash substituting payment instrument; number of unauthorised uses; amount of loss caused; date of the court resolution becoming final and effective; note on any lawsuit.

## **7. The duration of data management in the case of a "negative list"**

**7.1** The financial enterprise operating the KHR system shall manage reference data for a term of five years, with the following exceptions:

- the transferred data shall be deleted immediately and with final effect if the reference data provider cannot be identified, or if the financial enterprise operating the KHR system becomes aware that the reference data are included in KHR unlawfully;
- if the defaulted debt arising from an agreement constituting the subject-matter of data supply is discharged, then after the lapse of 1 year from the date of discharge of the debt the data as per Section 6 (a) above shall be immediately and irreversibly deleted.

**7.2** The starting date for the calculation of the five-year period shall be as follows:

- in an event as per Section 5 (a) above, if the defaulted debt remains unpaid, the end of the fifth year from the date of transfer of the reference data (in which case the data of the agreement shall be deleted from KHR after the lapse of ten years following the data transfer);
- in an event as per Section 5 (b) or Section 5 (c) above, the date of the data transfer.

## **8. Availability for queries and blockage of reference data**

**8.1** After the conclusion of the agreement, the reference data provider shall deliver to KHR the reference data identified in Section I.3 above. Prior to the transfer of these reference data, the customer should declare whether he/she consents to his/her data (positive list) being available to other reference data providers for queries from KHR. If the customer does not consent to making his/her data available for queries, KHR shall include his/her rejection of queries. The query of data connected to the negative list cannot be declined. The declaration of a natural person customer shall concern all agreements of the natural person customer which constitute the subject-matter of data supply. Should any time later a natural person customer wish to change the content of this declaration in respect of his/her agreements constituting the subject-matter of data supply, and to cancel or give his/her written consent, then in each case the chronologically most recent written declaration of the natural person customer shall be governing for all his/her agreements constituting the subject-matter of data supply.

**8.2** If the customer rejects the availability of his/her data for queries by other reference data providers, the reference data provider shall transfer the following reference data to KHR in connection with the rejection of consent, in addition to the reference data specified in Section I.3 above: place and date of the declaration; identification data of the reference data provider; identification data of the customer; note on the rejection of consent.

## **9. Debt Settlement Procedure of Natural Persons**

**9.1** The Family Bankruptcy Protection Service shall transfer in writing to the financial enterprise operating the KHR system the following reference data of the natural persons who have been involved in the debt settlement procedure as a debtor, co-debtor or other obligor:

a) name, name at birth, date and place of birth, mother's name at birth, ID card (passport) number or the number of any other certificate suitable as proof of identity pursuant to Act LXVI of 1992 on the Personal Data and Address Records of Citizens, address, mailing address, e-mail address;

b) in respect of the debtor initiating the debt settlement procedure, his/her co-debtor, and furthermore of any other obligor participating in the debt settlement procedure besides the debtor: reference number of the debt settlement procedure as per the debt settlement registry, data of the debt settlement procedure (date of submission of the initiation of the debt settlement procedure, type of the debt settlement procedure, i.e. out-of-court debt settlement or court debt settlement, starting date of the debt settlement procedure, date of the announcement published by the Family Bankruptcy Protection Service on the initiation of out-of-court debt settlement, or date of effectiveness of the court resolution ordering court debt settlement, tax number and name of the major creditor involved in the debt settlement, any agreement reached in the debt settlement procedure concerning the debt settlement, date of the out-of-court debt settlement agreement, or the date of effectiveness of the court writ approving the court debt settlement agreement, the date of termination of the debt settlement procedure: date of reporting of the failure of out-of-court debt settlement to the Family Bankruptcy Protection Service, or date of effectiveness of the court writ rejecting the court debt settlement procedure, date of effectiveness of the court resolution establishing the termination of the effect of the out-of-court debt settlement agreement, in the case of the establishment by the court of the termination of the effect of court settlement agreement the date of effectiveness of the court

resolution establishing this, date of the effectiveness of the court resolution concerning the exemption of the debtor (co-debtor), date of effectiveness of the court resolution overruling the resolution exempting the debtor, date of effectiveness of the court resolution ordering the termination of the debt settlement without the exemption of the debtor or co-debtor, date of reporting of the successful closing of the out-of-court debt settlement to the Family Bankruptcy Protection Service, phases of the debt settlement procedure: "Submission of Initiative", "Initiated", "Agreed", "Closed"), in what capacity the customer is concerned (debtor, co-debtor, other obligor participating in the debt settlement procedure).

**9.2** On the above data transfer, the financial enterprise operating the KHR system shall send written notice to the reference service providers who have outstanding claims on the concerned natural person on the basis of contracts registered in the KHR and concerning the subject-matter of the data transfer.

**9.3** The Family Bankruptcy Protection Service and after the conclusion of a contract as per Section I/2 the reference data provider doing the data transfer may request notices to be sent by the financial enterprise operating the KHR system on registered persons during the life of the contract as well as of the debt settlement procedure on changes concerning natural persons in the "negative list" as well as changes in the data managed in connection with the debt settlement procedure, on the basis of the declaration of the registered person made prior to the conclusion of the contract as per Section I/2 above, or upon the initiation of the debt settlement procedure of natural persons.

## II. Provisions Concerning Enterprises

**1.** According to the KHR Act, in the events described in Section II/2 the Bank shall be obligated to transfer the reference data of the following agreements ("the agreements constituting the subject-matter of data supply") concluded with enterprises (hereinafter, for the purposes of this Chapter, the "Customer"), as well as the reference data—as detailed in Section II/3—of the Customer, to the financial enterprise operating the KHR system.

By "enterprise", business associations, branch offices, European Public Limited Companies (SE), cooperatives, European Cooperatives (SCE), European Economic Interest Groupings (EEIG), housing cooperatives and sole proprietors are meant, not inclusive of the reference data provider.

After the conclusion of agreements concerning the following services (agreements constituting the subject-matter of data supply), the Bank as a reference data provider shall transfer the data specified in Section II/3 to the financial enterprise operating the KHR system:

- a) provision of credits and cash loans;
- b) financial leasing;
- c) issue of such paper-based cash substitutes (e.g. paper-based travellers cheques, bills of exchange) and the provision of the related services (e.g. bank cards, cheques, Raiffeisen DirektNet, REX) as do not qualify as payment services;
- d) assumption of sureties and bank guarantees, and other banking commitments;
- e) provision of investment credit;
- f) securities lending.

**2.** The Bank shall forward the Customer's reference data to KHR in the following cases:

**2.1** If the Customer concludes any agreement constituting the subject-matter of data supply with the Bank as listed in Section 1 above, the Bank shall forward the data identified in Sections II/3.1 and II/3.2 a)-d) to the "complete



list" database of the credit agreement registering subsystem of KHR, which is to include such data regarding all customers of all lenders;

**2.2** If the Customer is in default regarding any payment obligation undertaken in an agreement constituting the subject-matter of data supply so that his/her overdue and unpaid debt is outstanding for a period longer than 30 (thirty) days, the Bank shall send the data identified in Sections II/3.1 and II/3.2 to the "negative list" database of the queuing items registering subsystem of KHR;

**2.3** If the Bank records claims in excess of HUF 1 million against any of the Customer's payment accounts that are queuing—in the absence of a sufficient balance—for an uninterrupted period longer than 30 days, the Bank shall send the data identified in Sections II/3.1 and II/3.3 to the "negative list" database of the queuing items registering subsystem of KHR;

**2.4** If the Customer is in default regarding any obligation undertaken in an agreement concerning the acceptance of some cash substitute, and this default results in the termination or suspension by the Bank of the agreement concerning the acceptance of the cash substitute, the Bank shall send the data identified in Sections II/3.1 and II/3.4 to KHR;

**2.5** If there is a change in any of the Customer's reference data recorded in KHR.

**3.** Reference data concerning the Customer are as follows:

**3.1** Identification data:

- a) corporate name or name,
- b) registered office,
- c) court-registration number or number of private entrepreneur's certificate,
- d) tax number.

**3.2** Data concerning the agreements constituting the subject-matter of data supply as per Section II/1 are as follows:

- a) type and reference number of the agreement,
- b) the date of execution, expiry and termination of the agreement,
- c) how the agreement ended,
- d) amount of the agreement, currency and amount of the repayment instalments of the contractual amount, and the method of repayment,
- e) date of the occurrence of the conditions described in Section 2.2 above,
- f) amount of the overdue and unpaid debt outstanding upon the occurrence of the conditions described in Section 2.2 above,
- g) due date of payment and amount of the overdue and unpaid debt,
- h) when and how the overdue and unpaid debt was discharged,
- i) note on the assignment of the claim to another reference data provider (e.g. another bank), or on any related lawsuit,
- j) fact and date of early repayment, currency and amount of the prepaid amount and of the outstanding principal debt,
- k) currency and amount of the outstanding principal debt.

**3.3** Data concerning the transactional accounts where queuing claims were recorded:

- a) reference number of the agreement for the keeping of the transactional account,
- b) currency and amount of queuing claims,

- c) first and last date when the claims were queuing,
- d) note on any related lawsuit.

**3.4** Data of the agreement concerning the acceptance of the cash substitute (e.g. bank card):

- a) the date of execution, expiry, termination or suspension of the agreement,
- b) note on any related lawsuit.

**4.** KHR shall manage the reference data of the Customer for a term of five years; however, if the reference data provider cannot be identified, or if the financial enterprise operating the KHR system becomes aware that the reference data are included in KHR unlawfully, the transferred data shall be deleted immediately and with final effect.

The starting date for the calculation of the five-year period shall be as follows:

- in an event as per Section II/2.2 above, if the defaulted debt remains unpaid, the end of the fifth year from the date of the data transfer;
- in an event as per Section II/2.4 above, the date of the data transfer;
- in an event as per Section II/2.3 above, the date when the queuing of the claim ended;
- the date when the Customer's agreement concerning the financial service ceased.

After the lapse of the five-year period, the financial enterprise operating the KHR system shall with a final effect and irreversibly delete the reference data.

**5.** The financial enterprise operating the KHR system is allowed to disclose the reference data recorded on the Customer and managed by them to other reference data providers (apart from the Bank) upon such data provider's request wherein the exact range of reference data to be disclosed and the purpose of the data request are specified.

### III. Customer Protection, Remedy System

**1.** The Bank as a reference data provider shall within maximum five business days following any and all data transfers to KHR—except for the transfer of data concerning the currency and amount of the outstanding principal debt, and the currency and amount of the repayment instalment of the contractual amount, which are reported on a monthly basis—inform the registered natural person in writing of any and all data transfers to the financial enterprise operating the KHR system as per the Act. The obligation of the Bank as a reference data provider to transfer data shall arise upon any change in already transferred reference data as well. Anyone has the right to request information at any reference data provider as regards the data recorded on him/her at KHR, as well as which reference data provider these data have been transferred by. A person on whom records are kept shall have unlimited access to his/her own data recorded in KHR, as well as to information concerning such records (who, when and on what title accessed these data), and no nominal or other charges are payable for this. The reference data provider shall immediately, but not later than within two business days forward the information request to the financial enterprise operating the KHR system, who shall within three days send the requested data in a sealed manner to the reference data provider. The reference data provider shall immediately, but not later than within two business days of receipt forward the data to the requesting person, in a similarly sealed manner, in the form of a document mailed with certificate of delivery. The financial enterprise operating the KHR system may perform its obligation of providing information—if the person on whom the records are kept requests so—via electronic data transmission as well.

**2.** Any natural person or enterprise whose reference data are managed by the financial enterprise operating the KHR system ("a person included in KHR") may protest against the forwarding of his/her reference data to the

financial enterprise operating the KHR system, and their management by the financial enterprise operating the KHR system, and may request his/her data to be corrected or deleted.

- 3.** A protest as per Section III.2 above should be filed in writing with the reference data provider transferring the reference data to the financial enterprise operating the KHR system, or directly with the financial enterprise operating the KHR system.
- 4.** If the person included in KHR sends the protest to the financial enterprise operating the KHR system, the financial enterprise operating the KHR system shall forward the same to the reference data provider transferring the data. An exception from this is where the reference data provider has been terminated without a successor, and without the receivables being assigned, or if the entity providing the data cannot be identified, in which case the protest shall be investigated by the financial enterprise operating the KHR system.
- 5.** The reference data provider and the financial enterprise operating the KHR system must investigate the protest within five business days of receipt, and inform the protesting party in writing of the results of the investigation immediately after the investigation is closed, but not later than within two business days of the closing of the investigation.
- 6.** If the reference data provider thinks the protest is justified, it shall immediately, but not later than within five business days transfer the corrected or deletable reference data—with simultaneous notice to the person included in KHR—to the financial enterprise operating the KHR system, which shall update its records on the basis of the change immediately, but not later than within two business days.
- 7.** The financial enterprise operating the KHR system shall immediately, but not later than within two business days inform of the correction or deletion all reference data providers to which it has forwarded reference data on the protesting party prior to the correction or deletion.
- 8.** A person recorded in KHR may bring action against the reference data provider or the financial enterprise operating the KHR system on account of the illegal transfer and management of his/her reference data, or in view for the correction or deletion of the same. The statement of claim must be filed within thirty days of the receipt of the information specified in Section III/5 at the district court having jurisdiction at the place of residence of the protesting person included in KHR, or sent by registered mail within the same timeframe. This deadline may only be missed for good reason, which is to be certified.
- 9.** A protesting person included in KHR has the right to bring action even if the reference data provider or the financial enterprise operating the KHR system failed to meet their obligation to provide information as specified in the KHR Act. In such case, the timeframe available for filing the statement of claim shall be calculated from the lapse of the deadline set for the obligation to provide information.
- 10.** For any incidental lawsuit, the provisions of Act CXXX of 2016 on the Code of Civil Procedure (the "Civil Procedure Act") shall apply with the differences set out in the KHR Act.
- 11.** The court shall examine immediately, but not later than within three business days of its receipt by the court whether or not the statement of claim is suitable for litigation and if it is, it shall set for the fifteenth day from the submission of the statement of claim at the latest the first hearing, to which it shall summon the parties. If the statement of claim becomes suitable for litigation only after an action taken by the court, the starting date of the timeframe available for setting the trial shall be calculated from such action.

Simultaneous with summoning the parties for the first hearing, the court shall inform the defendant of the claim, and request the parties to bring all documents and other evidence concerning the case to the trial, and also request

the defendant to deliver at the trial his/her statement corresponding to the written statement of defence in substance.

Three days prior to the deadline date of the first hearing at the latest, the defendant may submit a written statement of defence, provided that he/she shall simultaneously send the same to the plaintiff—as priority mail—and provide proof of the sending. Any procedural measures taken by breaching the above provisions shall be void.

If the defendant fails to attend the first hearing, and he/she fails to submit a written statement of defence either, the claim should be regarded to be undisputed, and after the closure of the first hearing the court shall condemn the defendant with a judgment, unless the termination of the proceedings can be admitted. If the defendant is present, but he/she has not submitted a written statement of defence previously, he/she shall present the statement of defence verbally at the first hearing at the latest.

The burden of proof that the preconditions as set out in the KHR Act for the transfer of reference data or their management in KHR existed lies with the reference data provider or the financial enterprise operating the KHR system, respectively. If no proof is given in this respect, or the proof given is ineffective, this is incriminatory for the reference data provider or the financial enterprise operating the KHR system.

If continuation of the first hearing is ordered, the date for the continued first hearing should be set for a deadline date that is within fifteen days.

After issuing the writ closing the first hearing, the court will immediately hold the substantive trial. Argumentation shall be admitted only in respect of evidences that are available at the trial, or which have been offered by the parties by the issuance of the writ closing the first hearing at the latest. No subsequent proof will be admitted in the trial.

If the substantive trial is postponed, the continued substantive trial should be set for a deadline date that is within fifteen days following the deadline date of the postponed trial.

**12.** Until the procedure is finished in a final and effective manner, the financial enterprise operating the KHR system shall keep record of the data concerning the launching of the action along with the disputed reference data.

**13.** In case the statement of claim is suitable for litigation, upon request the court shall by issuing a writ within two business days order as a temporary measure the blockage of the reference data, if on the basis of available data the soundness of the head of claim seems likely.

If the court ordered the blockage of the reference data, then the reference data must be blocked immediately, but not later than within two business days of the receipt of the relevant resolution. Upon the blockage of the reference data, the reference data may not be transmitted to any reference data provider—with the exception of the Family Insolvency Service—and may be handled by the financial enterprise operating the KHR system only and exclusively for the purpose of the administration of the judicial procedure.

**14.** In the lawsuit, the claim cannot be combined with another claim, or the action united with another action; furthermore, no counterclaims are permitted in the lawsuit. In the scope of the lawsuit, the procedure can be suspended only in the events set out in Art. 121 (1) c) and f) of the Civil Procedure Act.

**15.** Until the judgment becomes final and effective, the reference data should be handled in accordance with Section 13 above, if the judgment of first instance ordered the deletion of the reference data.

The blockage of the reference data, the termination of blockage, or the correction or deletion of the reference data must be carried out immediately, but not later than within two business days of the receipt of the relevant court award being final and effective.

The court shall send its final and effective resolution concerning the modification or deletion of the reference data to the National Bank of Hungary as well.

**16.** The court of second instance shall adjudicate the appeal within fifteen days of the receipt of the documents at the latest. The opponent of the appealing party may within three days of the delivery of the appeal request a trial to be held, and within five days shall submit in writing its statement of defence to the appeal and the cross-appeal (if any).

## Annex No. 4 to the General Business Conditions: Information on Collateral

### INFORMATION ON COLLATERAL SECURITIES AS PER ART. 279 (3) OF THE BANKING ACT

The rules set out below shall be applicable to collateral agreements made after the date of 15/03/2014

Unless in the individual agreement between them the Bank and the collateral provider agree differently from the terms set out in this information memorandum, the Bank shall enforce the subordinate obligations securing its outstanding receivables due from the Customer in the following way, and the consequences of the enforcement of subordinate obligations shall be as follows.

PLEASE TAKE NOTE THAT THIS IS ONLY A SHORT INFORMATION MEMORANDUM, AND THE TERMS AND CONDITIONS AND CONSEQUENCES OF COLLATERAL ENFORCEMENT ARE REGULATED IN THE LAWS, INCLUDING PRIMARILY THE CIVIL CODE AND THE ACT ON ENFORCEMENT PROCEDURES, THE ACT ON BANKRUPTCY AND LIQUIDATION PROCEDURES, THE ACT ON THE CODE OF CIVIL PROCEDURE, THE ACT ON ORDER FOR PAYMENT PROCEDURES, AND THE GOVERNMENT DECREE ON THE RULES FOR THE SALE OF PLEDGED ASSETS VIA NON-JUDICIAL ENFORCEMENT.

#### 1. Security Interest/Financial Collateral

##### Enforcement of Security Interest

- 1.1 Under its security interest, in the event of the Customer's non-performance the Bank may seek satisfaction from the pledged, charged or mortgaged assets (the "pledged assets") specified in the pledge, charge or mortgage agreement that serve to secure the Bank's receivables due from the Customer (the "secured claim") with priority over other claims.
- 1.2 The extent of the security pledge is adjusted to that of the secured claim from time to time outstanding. The security provided by the pledged assets also covers the interests of the secured claim, the necessary costs of the enforcement of the claim and of the pledge, charge or mortgage, and any necessary costs incurred in relation to the pledged assets. If the pledge, charge or mortgage agreement defines a limit amount up to which the Bank may seek satisfaction from the pledged assets, the pledge, charge or mortgage shall cover the claim and its interests in so far as they do not exceed such limit amount.
- 1.3 With the assignment or transfer in another manner of the secured claim to a third party, the security interest shall also be transferred to the new beneficiary of the claim. If the secured claim is assigned only in part, the old and the new pledgee shall be entitled to the same rank of security interest.
- 1.4 The Bank shall have the right to transfer its security interest to a third party. In such case the party obtaining the security interest shall be entitled to the rights of the pledgee; however, this does not affect the situation of the pledgor.
- 1.5 In the event of the assignment or transfer in another manner of the secured claim, or the transfer of the security interest, the rights the Bank as a pledgee is entitled to shall be due to the party obtaining the pledge, charge or mortgage; if the secured claim is assigned only in part, the Bank and the party obtaining the security interest in part shall be entitled to the rights of the pledgee in proportion to their share in the claim.
- 1.6 The Bank has the right to check the physical condition and use of the pledged assets.
- 1.7 The Bank's right of satisfaction shall become effective in the event the secured claim falls due and remains unpaid. The Bank's right of satisfaction may be exercised via judicial or non-judicial enforcement, depending

on the Bank's choice, except for lien on the credit balance of payment accounts, which may only be exercised via judicial enforcement.

- 1.8 The Bank's right of satisfaction may be exercised via non-judicial enforcement in any of the following ways, depending on the Bank's choice:
  - (a) sale of the pledged assets by the Bank;
  - (b) acquisition by the Bank of the ownership of the pledged assets; or
  - (c) enforcement of the pledged right or receivable.
- 1.9 The Bank may switch from the way it has selected for the enforcement of its right of satisfaction to any other way.
- 1.10 In the case of sale via non-judicial enforcement, if the pledgor is a natural person, and the pledged assets are used primarily for a purpose that is outside the pledgor's profession, independent occupation or business activity, and the secured claim arises from a legal relationship not falling within the Customer's profession, independent occupation or business activity (consumer pledge agreement), then the Bank
  - (a) may only sell the pledged assets publicly, unless the Bank and the pledgor agree on another method of sale after the Bank's right of satisfaction has become effective; and
  - (b) may not acquire ownership of the pledged assets (except in the case of financial collateral) as a way of satisfaction.
- 1.11 The Bank shall inform in writing the pledgor, the Customer and any and all parties who have taken responsibility for the Customer's performance, as well as any additional persons identified in the law, of its intention to sell the pledged assets. At least 10 days, and in the case of a consumer pledge agreement at least 30 days must pass between the date of the prior notice and the date of the sale.
- 1.12 In such prior notice, the following shall be named:
  - (a) the pledgee and the pledgor;
  - (b) the pledged assets that are to be sold;
  - (c) the amount of the enforced claim and its charges;
  - (d) the reason for and the date of the Bank's right of satisfaction becoming effective;
  - (e) the planned method of sale;
  - (f) the place and date of the public sale, and in the case of other sales methods the date after which sale shall take place.
- 1.13 The Bank shall have the right to sell the pledged assets without prior notice if the pledged assets
  - (a) are quickly perishable or other things whose value would significantly fall as a result of the delay; or
  - (b) things or rights traded in an exchange.
- 1.14 After its right of satisfaction has become effective, the Bank shall have the right to take possession of the pledged assets for the purposes of sale, and in view for this to call on the pledgor to deliver the pledged assets within the timeframe specified in the notice.
- 1.15 The pledgor must be given a reasonable timeframe depending on the circumstances, which should be at least 10 days in the case of movable assets, and at least 20 days in the case of real estates, to carry out the delivery of the pledged assets. For the delivery of a residential real estate in a vacated state, a timeframe of at least three months must be given.



- 1.16 After the Bank's right of satisfaction has become effective, upon the Bank's notice, within the timeframe specified in such notice, the pledgor shall surrender the pledged assets held by it to the Bank for the purposes of sale, enabling the Bank to take possession of the pledged assets, and refrain from all activities that might hinder the Bank from carrying out the sale. Failure of the delivery of the pledged assets is not an obstacle to sale.
- 1.17 In the course of the sale of the pledged assets, the Bank shall proceed in accordance with the requirements of commercial reasonability, also taking into account the pledgor's as well as the Customer's interests. Unless there is contrary evidence it should be assumed that the pledged assets are sold in accordance with the requirements of commercial reasonability if the sale takes place
- (a) at an exchange, at the price prevailing at the time of the sale; or
  - (b) in the way generally used in the course of the commercial trading of the pledged assets and that is customary in the given market.
- 1.18 Acting in lieu and on behalf of the owner of the pledged assets, the Bank shall have the right to transfer the ownership of the pledged assets.
- 1.19 The pledged assets may be sold
- (a) either in their original condition or after their commercially reasonable processing or transformation;
  - (b) privately or publicly.
- The Bank shall have the right to assign a third person to sell the pledged assets.
- 1.20 The Bank may acquire the ownership right of the pledged assets sold by it only in the course of public sale or if the pledged assets are traded in an exchange.
- 1.21 After the sale, the Bank shall prepare a written settlement statement without delay, in which it should name
- (a) the pledged assets that have been sold;
  - (b) the selling price received;
  - (c) any yields of the pledged assets collected by the pledgee;
  - (d) all costs incurred in connection with the safekeeping, maintenance, processing, transformation and sale of the pledged assets; and
  - (e) the rank of the security interests encumbering the pledged assets and the amount of the claims secured by such security interests, if known to the Bank.
- 1.22 The Bank shall send the settlement statement to the pledgor, and to any persons authorised to receive prior notice.
- 1.23 The Bank shall without delay divide the selling price received—increased with collected yields, and less all costs incurred in connection with the safekeeping, maintenance, processing, transformation and sale of the pledged assets—in accordance with the rank of the different charges and mortgages and the amount of the secured claims, among the beneficiaries of the security interests, and release any remaining amount to the pledgor.
- 1.24 After its right of satisfaction has become effective, the Bank may offer in writing to the pledgor that it will accept the ownership right of the pledged assets in exchange for the total or partial discharge of the secured claim. In such offer, the following shall be named:
- (a) the pledgee and the pledgor;
  - (b) the pledged assets concerned by the offer;

- (c) the outstanding amount of the secured claim;
  - (d) the reason for and the date of the Bank's right of satisfaction becoming effective; and
  - (e) to what extent the secured claim would be satisfied if the Bank acquired ownership of the pledged assets, or the amount—if any—that the Bank would pay the pledgor in exchange for the acquisition of ownership in addition to the discharge of the secured claim.
- 1.25 Of the offer, the Bank shall inform in writing—besides the pledgor—the Customer and any and all parties who have taken responsibility for the Customer's performance, as well as any persons identified in the law, by sending the offer to such persons.
- 1.26 The persons entitled to receive such notification may raise objections against the Bank's offer if it jeopardises the satisfaction of their secured claims.
- 1.27 If the pledgor accepts the Bank's offer in writing within 20 days of the receipt of the same, and no-one of the persons entitled to receive notification has raised objections in writing against the offer within 20 days of the receipt of the same, a sales contract shall be created between the Bank and the pledgor, under which the pledgor shall transfer the ownership of the pledged assets and issue without delay its approval to the registration of the ownership. With the transfer of ownership, the secured claim shall cease to exist in whole or in part, in accordance with the content of the offer.
- 1.28 **In the case of financial collateral**, if its subject is cash, payment account balance, exchange-traded securities or other securities having a publicly quoted market price, or securities embodying claims for money and having a value that may be determined at the given moment independently of the parties in accordance with the terms set out in the security, then upon its right of satisfaction becoming effective the Bank may with a unilateral statement addressed to the pledgor acquire ownership of the pledged assets—up to the amount of the secured claim—or if the Bank has already acquired ownership earlier, then it may terminate its obligation to transfer assets of the same type and quantity as the received financial collateral to the pledgor.
- 1.29 After exercising its right of direct satisfaction, the Bank shall without delay settle accounts with the pledgor in writing, and release any collateral in excess of the secured claim to the pledgor. In the course of such settlement, any cash and payment account balances shall be taken into account at face value, and securities at their public market price or value that may be determined independently of the parties as per above.
- 1.30 These rules shall be applied *mutatis mutandis* also where the subject of the security interest is securities embodying ownership right, and the subject of the ownership right is a thing that is exchange-traded or has a publicly quoted market price.
- 1.31 If the subject of the security interest is a claim, the Bank may give a performance order to the obligor of the claim, and after the claim becomes effective it may enforce the claim on the obligor in lieu of the original beneficiary of the claim. This rule shall be applied *mutatis mutandis* also where the subject of the charge is a right.
- 1.32 If the claim serving as the subject of the security interest is secured by a charge or surety, the Bank may also exercise the rights of the beneficiary of the claim arising from such charge or surety. If the claim is secured by pawn, the beneficiary of the claim shall upon the Bank's request transfer the possession of the pawn to the Bank without delay.
- 1.33 The rules concerning the enforcement of pledged rights or claims shall be applied *mutatis mutandis* also where the subject of the security interest is securities embodying a claim.

- 1.34 If in the course of exercising its right of satisfaction the Bank breaches its obligations, then the pledgor, the Customer or any other person who has legal interest in the matter may request the court to suspend the exercise of the right of satisfaction, or to order the Bank to exercise its right of satisfaction subject to the terms specified by the court.
- 1.35 If the security interest encumbers several pledged assets to secure the same claim, it should be noted in the relevant registry that the security interest is joint and several. There is no need to refer to the joint and several nature of the security if the pledgor is the same in respect of all pledged assets, and the security interest is entered in the collateral registry. In the case of a joint and several security interest, all pledged assets serve to secure the entire claim. The Bank has the right to determine the sequence in which the security interest is enforced; however, the right of satisfaction will only cover as many pledged assets as are necessary to satisfy the secured claim.
- 1.36 After the Bank's right of satisfaction has become effective, upon the Bank's notice, within the timeframe specified in such notice, the pledgor shall surrender the pledged assets held by it to the Bank for the purposes of sale, enabling the Bank to take possession of the pledged assets, and refrain from all activities that might hinder the Bank from carrying out the sale.

#### Consequences of the Enforcement of Security Interest

- 1.37 In the course of the enforcement of the Bank's security interest, the secured claim shall cease to exist to the extent of the satisfaction received by the Bank.
- 1.38 As a consequence of the enforcement of the security interest, the pledgor shall lose ownership of the pledged assets; and if the pledged assets are constituted by a claim or right, then the pledgor shall lose such claim or right.
- 1.39 The pledgor shall have the right to directly pay the secured claim to the Bank. In such case with the cessation of the secured claim the Bank shall not have the right to enforce its security interest, and from then on the other collateral securities of the claim shall secure the pledgor's indemnification claim.
- 1.40 Depending on the legal relationship between the pledgor and the Customer, the pledgor may enforce an indemnification claim on the Customer in the amount of the satisfaction received by the Bank from the security interest, or in the amount paid by the pledgor to the Bank. In such case the other collateral securities of the ceased secured claim shall survive, and shall secure the indemnification claim.

## **2. Prohibition of Alienation and Encumbrance**

- 2.1 If in order to secure the Bank's right concerning some collateral a prohibition of alienation and encumbrance or a prohibition of alienation is stipulated, then any disposition that is against such prohibition shall be subject to the Bank's approval. Any disposition that is against the prohibition of alienation and encumbrance shall be ineffective as far as the Bank is concerned.
- 2.2 If a prohibition of alienation and encumbrance is registered for a real estate, the change in ownership or the encumbrance of the real estate may be entered in the land register subject to the Bank's statement of approval.
- 2.3 With the cessation of the right secured by a prohibition of alienation and encumbrance or a prohibition of alienation, the prohibition of alienation and encumbrance or prohibition of alienation shall also cease to exist.

## **3. Surety**

## Enforcement of the Surety

- 3.1 With a surety agreement, the surety undertakes an obligation for the Bank that in the event of the Customer's failure to perform it shall perform in lieu of the Customer.
- 3.2 The surety's obligation is adjusted to the obligation for which the surety is assumed (the "secured claim"). The surety's obligation may not become more cumbersome than it was when the surety was assumed; however, it shall cover the legal consequences of the Customer's default as well as any additional claims that fall due after the assumption of the surety.
- 3.3 The surety may also set off its own and the Customer's counter-claims against the claim of the beneficiary, and apart from the objections it is entitled to in its own person it may also enforce the objections the obligor is entitled to enforce against the Bank. After the assumption of the surety, any waiver by the obligor from the right of objection shall not be effective against the surety.
- 3.4 The surety shall be liable for the legal and enforcement costs of procedures conducted against the obligor only if before starting legal action the beneficiary has called on the surety to perform without any result.
- 3.5 The surety shall not be entitled to beneficium ordinis, as the surety assumed is joint and several.
- 3.6 The surety shall be obligated to perform if it has been called on by the Bank to perform.
- 3.7 The surety shall notify the Customer without delay if it has received a payment notice, and request information on the amount of the obligation secured by the surety, as well as on the objections and claims the Customer is entitled to against the Bank.
- 3.8 The surety shall without delay
  - (a) perform to the Bank and inform the Customer without delay of performance having taken place; or
  - (b) reject performance, and inform the Customer and the Bank without delay of the rejection of performance (with the reasons specified).
- 3.9 After the surety's performance the Bank shall without delay deliver to the surety any and all documents and information that are necessary for the surety's claim enforcement against the Customer.
- 3.10 If there are several persons to assume surety for the same obligation, the sureties shall be jointly and severally liable to the Bank.
- 3.11 If the same obligation is secured by a surety as well as a security interest instituted by a person other than the obligor, then the provisions concerning several sureties shall be applied mutatis mutandis to the performance of the surety and the pledgor.

## Consequences of the Enforcement of the Surety

- 3.12 In the event of the enforcement of the surety, the secured claim shall cease to exist to the extent of the satisfaction received by the Bank.
- 3.13 The surety may enforce an indemnification claim on the Customer in the amount paid by the surety to the Bank. In such case the other collateral securities of the ceased secured claim shall survive, and shall secure the indemnification claim.

## **4. Guarantee**

### Enforcement of the Guarantee

- 4.1 A guarantee agreement or a guarantee statement is a commitment by the guarantor under which the guarantor shall effect payment to the Bank upon the occurrence of the conditions specified in the guarantee statement.
- 4.2 The obligation of the guarantor as per the guarantee statement is independent of the obligation for which the guarantee is assumed, and the guarantor may not enforce the objections that the Customer may enforce against the Bank.
- 4.3 A general reference in the guarantee statement to the secured obligation shall not affect the independence of the guarantor's obligation from the secured obligation.
- 4.4 The Bank may only transfer its right to enforce the guarantee to a third party subject to the guarantor's approval; however, it has the right to name the person to whom the guarantor is obliged to make payment.
- 4.5 The right to draw down the guarantee shall be transferred to the Bank's legal successor.
- 4.6 The guarantor shall make payment under the guarantee if it has been called on by the Bank in writing to make payment, subject to the requirements set out in the guarantee statement.
- 4.7 The guarantor shall notify the Customer without delay if it has received a payment notice.
- 4.8 The guarantor may enforce all objections it is entitled to in its own person against the Bank.
- 4.9 The guarantor shall without delay
- (a) perform to the Bank and inform the Customer of performance having taken place; or
  - (b) reject performance, and inform the Customer and the Bank of the rejection of performance (with the reasons specified).
- 4.10 If on the basis of information available to the guarantor the Bank exercises the right of drawdown in an obviously abusive manner or in bad faith, the guarantor shall not be obliged to make payment, and may reclaim a payment already made.

#### Consequences of the Enforcement of the Guarantee

- 4.11 As the guarantor assumed the guarantee as a collateral security, the secured claim shall cease to exist to the extent of the performance under the guarantee.
- 4.12 It is possible that in the event of the guarantor's performance, based on the guarantor's legal relationship with the Customer, depending on its content, the guarantor may enforce a claim on the Customer. The Bank is unable to provide information on the terms of such claim enforcement.

## Annex No. 5 to the General Business Conditions: Definition of Terms for Consumer Framework Agreements (PAD)

This document includes a list of the terms used by the Bank in the framework agreement concluded with consumers as well as in its rulebooks, and how these correspond to the standardised terms defined in the annex to Government Decree 144/2018 (VIII.13.) on certain issues of the information to be provided on fees related to consumer payment accounts (the “**PAD Decree**”). The terms used by the Bank in the framework agreement and in the rulebooks are included in column 1, whereas the relevant standardised term is shown in column 2. Column 3 includes the definition of the standardised terms as per the annex to the PAD Decree.

No.	Term used by the Bank	Standardised term	Definition
General account services			
1.	<ul style="list-style-type: none"> <li>- account keeping,</li> <li>- bank account,</li> <li>- retail bank account,</li> <li>- retail account,</li> <li>- payment account,</li> <li>- account package,</li> <li>- payment account keeping,</li> <li>- bank account keeping,</li> <li>- account,</li> <li>- account name (e.g. Prize Winner Account)</li> </ul>	Maintaining the account	The account-keeping institution operates an account for use by the customer.
2.	<ul style="list-style-type: none"> <li>- DirektNet,</li> <li>- Raiffeisen DirektNet,</li> <li>- myRaiffeisen,</li> <li>- myRaiffeisen service,</li> <li>- myRaiffeisen mobile app,</li> <li>- Raiffeisen Mobile App,</li> <li>- Mobile Application,</li> <li>- the Bank's internet system,</li> <li>- Direkt Channel</li> <li>- RaiConnect</li> <li>- Online Personal Loan Platform</li> <li>- Raiffeisen Online Retail Account Opening Platform</li> <li>- Raiffeisen Online Overdraft Platform</li> <li>- Raiffeisen Online Credit Card Platform</li> <li>- SMEOn Platform</li> <li>- VideoBank</li> <li>- Raiffeisen Electra services</li> <li>- MultiCash</li> <li>- ApplePay</li> <li>- RaiPay</li> <li>- Google Pay</li> <li>- myRaiffeisen Portal</li> </ul>	Internet banking and mobile app services	The customer uses the services related to his/her account through the internet or a mobile device (e.g. mobile phone).

3.	<ul style="list-style-type: none"> <li>- Raiffeisen Mobile Banking service,</li> <li>- Raiffeisen Mobile Banking, Mobile Banking,</li> <li>- Mobile Banking Card Info,</li> <li>- Mobile Banking Account Info,</li> <li>- SMS notice on DirektNet logins,</li> <li>- Mobile Banking Service</li> </ul>	SMS service	The customer is identified and informed about the balance in his/her account (e.g. after a credit transfer or cash withdrawal) by means of an SMS message.
4.	<ul style="list-style-type: none"> <li>- Raiffeisen Direkt,</li> <li>- Direkt,</li> <li>- Direkt Channel,</li> <li>- Premium Direkt</li> </ul>	Telephone banking service	The customer uses the services related to his/her account through telephone.
Payments (except for card payments)			
5.	<p>In the case of a Raiffeisen HUF bank account:</p> <ul style="list-style-type: none"> <li>- single credit transfer in HUF, in-house transfer between own accounts,</li> <li>- single credit transfer of positive HUF balance in the scope of bank account switching</li> </ul> <p>In the case of a standard foreign currency bank account:</p> <ul style="list-style-type: none"> <li>- transfer of credit balance in the scope of bank account switching,</li> <li>- single credit transfer in HUF, HUF credit transfer related to investment,</li> <li>- single credit transfer in HUF within the Bank,</li> <li>- domestic single credit transfer via VIBER,</li> <li>- HUF credit transfer initiated in foreign currency turnover</li> </ul>	Sending money within Hungary in HUF	Upon the customer's instruction the account-keeping institution transfers cash from the customer's account to another domestic account in HUF.
6.	<p>In the case of a Raiffeisen HUF bank account:</p> <ul style="list-style-type: none"> <li>- execution of standing credit transfer order,</li> <li>- standing in-house transfer between own accounts,</li> <li>- regular credit transfer order,</li> <li>- standing order for credit transfers,</li> <li>- standing credit transfer in HUF</li> </ul>	Standing order	Upon the customer's instruction the account-keeping institution transfers the same amount of cash at regular intervals from the customer's account to another account.
7.	<ul style="list-style-type: none"> <li>- execution of orders for the collection of fees charged by service providers (direct debit),</li> <li>- euro-based SEPA DD Core direct debit,</li> <li>- direct debit,</li> </ul>	Direct debit	The customer authorises someone else (the beneficiary) to instruct the customer's account-keeping institution to transfer cash from the customer's account to the beneficiary. The account-keeping



	<ul style="list-style-type: none"> <li>- direct debit order,</li> <li>- direct debit order (collection of fees of utility and other service providers)</li> </ul>		institution will perform the payment transactions on the date(s) agreed upon between the customer and the beneficiary. The amount of the payment transaction may be variable.
8.	<ul style="list-style-type: none"> <li>- SEPA Credit Transfer</li> <li>- SEPA credit transfer orders</li> <li>- single credit transfer of positive foreign currency balance in the scope of bank account switching</li> </ul>	Sending money in euro (SEPA)	Upon the customer's instruction the account-keeping institution transfers cash from the customer's account to another domestic or foreign account in euro.
9.	<p>In the case of a Raiffeisen HUF bank account:</p> <ul style="list-style-type: none"> <li>- in-house transfer between own accounts in foreign currency from HUF account,</li> <li>- single credit transfer in foreign currency from HUF account</li> </ul> <p>Standard foreign currency bank account:</p> <ul style="list-style-type: none"> <li>- in-house transfer in a foreign currency or HUF between own accounts,</li> <li>- single credit transfer in a foreign currency,</li> <li>- currency transfer,</li> <li>- currency transfer order,</li> <li>- same currency transfer,</li> <li>- same currency in-house account transfer,</li> <li>- in-house account transfer with conversion,</li> <li>- in-house transfers with conversion</li> <li>- fee charged for single credit transfer of positive foreign currency balance in the scope of bank account switching</li> </ul>	Sending money in other currencies	Upon the customer's instruction the account-keeping institution transfers cash from the customer's account to another domestic or foreign account in currencies other than HUF or EUR.
10.	<p>In the case of a Raiffeisen HUF bank account:</p> <ul style="list-style-type: none"> <li>- crediting in HUF of items received in foreign currencies</li> </ul> <p>Standard foreign currency bank account:</p> <ul style="list-style-type: none"> <li>- crediting to foreign currency account,</li> <li>- incoming foreign currency payments</li> </ul>	Crediting of foreign currency amounts	An amount is received to the customer's account in a foreign currency.
Cards and cash			

11.	<ul style="list-style-type: none"> <li>- Start CLEVERcard and bank cards,</li> <li>- bank card,</li> <li>- non-embossed Start CLEVERcard,</li> <li>- embossed Start CLEVERcard,</li> <li>- VISA Classic,</li> <li>- VISA Gold,</li> <li>- OneCard bank card,</li> <li>- annual fee of principal card for first year,</li> <li>- manufacturing/annual fee of principal card,</li> <li>- debit cards</li> <li>- Premium Start CLEVERcard,</li> <li>- Premium Versatile CLEVERcard,</li> <li>- Premium Visa Gold,</li> <li>- OneCard bank card</li> <li>- VertiCard Card</li> <li>- VertiCard (Mastercard non-embossed debit card)</li> <li>- Mastercard Gold card</li> <li>- Premium Mastercard Gold debit card</li> <li>- Premium Mastercard Platinum debit card</li> <li>- Mastercard World Elite debit card</li> <li>- FWR MC World Elite debit card</li> <li>- FWR MC Standard debit card</li> <li>- FWR VISA Gold debit card</li> <li>- FWR MC Platinum debit card</li> </ul>	Providing a debit card	The account-keeping institution issues a payment card linked to the customer's account. The amount of all payment transactions executed with the debit card will be debited to the customer's account directly and in full.
12.	No such service is offered in respect of the bank account, therefore the Bank does not use the standardised term "providing a credit card" either.	Providing a credit card	The account-keeping institution issues a payment card linked to the customer's account. The amount of all payment transactions executed with the credit card over an agreed-upon period will be debited to the customer's account—in full or in part—on agreed-upon date(s). It is set out in the credit agreement between the account-keeping institution and the customer whether interest is charged on the customer or not for the credit.
13.	<ul style="list-style-type: none"> <li>- purchase,</li> <li>- purchase transaction</li> </ul> <p>The Bank uses the standardised term for purchases with debit cards.</p>	Purchases with debit or credit cards in Hungary	The customer uses his/her debit or credit card to pay for goods or services in Hungary.

14.	<ul style="list-style-type: none"> <li>- purchase,</li> <li>- purchase transaction</li> </ul> <p>The Bank uses the standardised term for purchases with debit cards.</p>	Purchases with debit or credit cards abroad	The customer uses his/her debit or credit card to pay for goods or services abroad.
15.	<ul style="list-style-type: none"> <li>- cash withdrawal,</li> <li>- cash withdrawal from ATM,</li> <li>- cash withdrawal at branch</li> </ul> <p>At a branch:</p> <ul style="list-style-type: none"> <li>- cash withdrawals at cash desk from account,</li> <li>- withdrawal of HUF banknotes and coins,</li> <li>- withdrawal of foreign currency banknotes</li> </ul> <p>With card:</p> <ul style="list-style-type: none"> <li>- cash withdrawal with card,</li> <li>- HUF cash withdrawal in Hungary,</li> <li>- HUF cash withdrawal in Hungary from Raiffeisen ATM,</li> <li>- HUF cash withdrawal in Hungary from non-Raiffeisen ATM,</li> <li>- HUF cash withdrawal in Hungary at post office,</li> <li>- cash withdrawal in Hungary from ATM (non-HUF transaction),</li> <li>- at branch in Hungary (HUF transaction) at a non-Raiffeisen branch,</li> <li>- HUF cash withdrawal in Hungary from ATM,</li> <li>- domestic HUF cash withdrawal,</li> <li>- non-HUF cash withdrawal in Hungary,</li> <li>- domestic HUF cash withdrawal at a post office,</li> </ul>	Cash withdrawal in Hungary	The customer withdraws cash from his/her own account in Hungary.
16.	<ul style="list-style-type: none"> <li>- cash withdrawal,</li> <li>- cash withdrawal from ATM,</li> <li>- cash withdrawal at branch</li> </ul> <p>With card:</p> <ul style="list-style-type: none"> <li>- cash withdrawal abroad from ATM,</li> <li>- cash withdrawal abroad at branch,</li> <li>- cash withdrawal with bank card,</li> <li>- cash withdrawal abroad—cash withdrawal from ATM,</li> <li>- cash withdrawal abroad,</li> </ul>	Cash withdrawal abroad	The customer withdraws cash from his/her own account abroad.

	- emergency cash withdrawal via SWIFT		
17.	- cash deposits at cash desk to account, - deposit of HUF banknotes, - cash deposits at cash desk	Cash deposit in Hungary	The customer deposits cash to his/her own account in Hungary.
<b>Overdraft facilities and related services</b>			
18.	- overdraft facility, - Raiffeisen Overdraft Facility, - overdraft facility with Premium benefits, - Raiffeisen Premium Overdraft Facility	Arranged overdraft	The account-keeping institution and the customer agree in advance that the customer may take a loan if the balance in his/her account is insufficient. The agreement sets out the maximum amount of the loan, and also whether fees and interest are charged on the customer or not.
<b>Other services</b>			
19.	- limit change, - limit modification, - extraordinary, temporary raising of the daily usage limit of the bank card, - change of the daily limit for bank card usage, - one-off extraordinary change of daily bank card usage limit valid for the given day, - extraordinary change of the daily limit for bank card usage, - limit changing, - extra limit raise	Limit change	Changing of the limits concerning the amount or number of payments.
20.	- copies of statements and certificates, - certificate of coverage, - other bank certificates, - ad hoc notice, - extraordinary statement, - printout of transaction history, - certificate of coverage, - special procedure fee, - other bank certificates	Issue of certificates for the customer	Issue for the customer's use of account statements and other certificates (e.g. "certificate of coverage" certifying the availability of a specific amount in the account) subsequently requested in respect of the customer's account.

<b>Low Risk Countries</b>	
Australia (AU)	Malta (MT)
Austria (AT)	Monaco (MC)
Belgium (BE)	Netherlands (NL)
Bulgaria (BG)	New Zealand (NZ)
Canada (CA)	Norway (NO)
Croatia (HR)	Poland (PL)
Cyprus (CY)	Portugal (PT)
Czech Republic (CZ)	Romania (RO)
Denmark (DK)	San Marino (SM)
Estonia (EE)	Singapore (SG)
Finland (FI)	Slovakia (SK)
France (FR)	Slovenia (SI)
Germany (DE)	Spain (ES)
Gibraltar (GI)	Sweden (SE)
Greece (GR)	Switzerland (CH)
Hungary (HU)	United Kingdom (GB)
Iceland (IS)	United States of America (US)
Ireland (IE)	
Italy (IT)	
Japan (JY)	
Latvia (LT)	
Liechtenstein (LI)	
Lithuania (LV)	
Luxembourg (LU)	

## Annex No. 7 to the General Business Conditions: Information on the Central Register of Free Cash Withdrawal Declarations

Effective as of 27 January 2015

### Purpose for the creation of the Central Register

To ensure the lawful exercise of the right to withdraw cash free of charge, and with a view to this, to ensure that proof can be gained whether the consumer has made a declaration or given an order of withdrawal and, if there are declarations made at different times and at different financial institutions, which of the declarations entitles the consumer for the free service.

**A consumer may have only one declaration in the Central Register at a time** entitling him/her to a free cash withdrawal.

### Enterprise operating the Central Register

The Central Register is operated by **BISZ Zrt.**, the financial undertaking managing the Central Credit Information System ("KHR") specified in the Act on the Central Credit Information System.

### Persons covered by the Central Register

- the **consumer** who has made a declaration or has given an order of withdrawal (even if an authorised representative acted on his/her behalf) – the **declarant**
- the **financial institution** which holds the payment account of the declarant in respect of which the declarant has made a declaration or given an order of withdrawal – the **declaration data provider**.

### Categories of data processed in the Central Register – the *declaration data*

The financial undertaking that manages the Central Register records

- the **names** and abbreviated names of the **declaration data providers** and the number of their **operating licence** issued by the Supervisory Authority,
- the **natural identification data of the declarant** as defined in Article 4 (4) of Act XX of 1996 on the Methods of Identification to Replace Personal Identification Number and the Use of Identification Codes (family name and given name, family name and given name at birth, place of birth, date of birth, and mother's family name and given name at birth),
- the **date of the declaration or order of withdrawal**.

### Data processing rules

- The Central Register is a closed database in which **only the data specified by law may be processed**. The data recorded **may only be used for the purpose specified by law**.
- The Central Register processes data in an automated way. **Data concerning the same declarants** as provided by the declaration data providers **may be linked together in the Central Register**.
- The financial undertaking that manages the Central Register may only transfer the declaration data to the declaration data provider that transmitted the requested declaration data to it.
- The financial undertaking that manages the Central Register shall process the declaration data until their deletion.

The financial undertaking that manages the Central Register shall **delete the declaration data**

a) when becoming aware of the **termination of the payment account**,

b) **following an order of withdrawal**, if the declarant does not make a new declaration, **at the declarant's request**,

c) upon the **death of the declarant**, immediately upon becoming aware of the event, but no later than two working days thereafter.

The financial undertaking that manages the Central Register shall **delete the declaration data automatically after five years from the date of the order of withdrawal, unless the declarant makes a new declaration.**

The financial undertaking that manages the Central Register shall delete the declaration data without delay, but within two working days at the latest, after verifying the identity of the provider of the declaration data, if the **identity of the provider of the declaration data cannot be established.**

- **The financial undertaking that manages the Central Register may provide the Supervisory Authority with data for statistical purposes;** in the event of such provision of data, it shall make it definitively impossible to establish the link between the data and the data subject.

## Operation of the Central Register

- **After a declaration or an order of withdrawal has been made, the declaration data provider shall transmit** to the financial undertaking that manages the Central Register the information **that the declarant has made a declaration or order of withdrawal with it.**

No transfer of data will take place if the consumer has made his/her new and previous valid declaration with the same declaration data provider.

- **If the declarant is not included in the Central Register, or** if he/she is included in the Central Register but his/her **declaration is accompanied by an order of withdrawal**, the financial undertaking that manages the Central Register will enter the declaration in the register, and **confirm this to the declaration data provider.**
- **If a previously made valid declaration of the declarant is already recorded in the Central Register**, the financial institution operating the Central Register shall **notify the financial institution that previously provided data on the valid declaration that the declaration of the declarant made at the financial institution has expired.** At the same time, the financial undertaking that manages the Central Register confirms for the declaration data provider that provided data on the new declaration the entry of the declaration in the database.
- The **declaration data provider** shall, promptly upon receipt of the notification from the financial undertaking that manages the Central Register, and no later than five working days thereafter, **notify the declarant** in writing or through its internet banking system or, by agreement between the parties, on another durable medium, **of the expiry of his/her declaration.**

**So if after 1 December 2014 the consumer wishes to use the opportunity for free cash withdrawal in respect of an account other than the account identified earlier, and in view for this he/she makes a declaration at another financial service provider, his/her earlier declaration shall become void automatically, without an explicit withdrawal, and the consumer shall be eligible to the benefit in accordance with the new declaration going forward.**

- The declaration data provider shall, after becoming aware of the change, **notify the financial undertaking that manages the Central Register if there has been a change in the identification data of the declarant**, simultaneously also communicating the new data.



- The language of the Central Register, and of all related documentation, documents and administration, is exclusively Hungarian.

## Customer protection, remedies

- At the declaration data provider, the declarant **has the right to request, in person or in writing** (through a document delivered in person or by someone else; by mail (Budapest 1700); by fax at fax number +36-1-484-4444; by e-mail to the e-mail address [tudakozvany@raiffeisen.hu](mailto:tudakozvany@raiffeisen.hu)), **information on what kind of declarations of his/her are recorded in the Central Register**. The declarant may access his/her own data without restriction, for which no expenses or other fees may be charged.
  - The declaration data provider shall forward the request for information to the financial undertaking operating the Central Register without delay, and at the latest within five working days of receipt of the request. The financial undertaking that manages the Central Register shall forward the requested data within three days in writing and in sealed form to the declaration data provider, which shall, upon receipt, send them to the applicant, also in writing and in sealed form, without delay and within five working days at the latest, to the mailing address provided by the applicant.
  - The **declarant may also request information in writing** (by mail, fax, e-mail) **from the financial undertaking that manages the Central Register** on the declaration data processed about him/her.
  - The **declarant may request the correction** or, if there is no legal basis for the processing, the **deletion of the declaration data** from the declaration data provider or the financial undertaking managing the Central Register, as per above and in accordance with the provisions of the Bank's [Customer Complaint Handling Policy](#) (Objection).

If **between 1 December 2013 and 20 November 2014** the consumer made declarations in respect of several payment accounts kept at different financial service providers, then **among these declarations the one that was made the earliest (and has not been revoked) shall remain in effect starting from 1 December 2014**.

For detailed information on the order of procedures of Raiffeisen Bank, please refer to our website (<https://www.raiffeisen.hu/hasznos/tudni-erdemes>).

For more details on the operation of the Central Register, access to your own data, and BISZ Zrt.'s complaint handling, please refer to the Business Rules of BISZ Zrt., available at <http://www.kozpontinyilvantartas.hu>.

## Annex 8 to the General Business Conditions – ESG Exclusion List

Effective from 13 May 2024

### 1. Exclusion List

“Exclusion List” means the following list of environmental, social and governance (ESG) risks that have an impact on sustainable financing:

financial services or ancillary financial services or investment lending transactions, and Customers that are considered to be Corporate/Organisation engaged in the following activities

#### 1.1 Animal welfare and the fur industry

- a) Use of endangered species for experimental/testing purposes,
- b) Trade in endangered species specimens,
- c) Operation of fur farms,
- d) Testing of non-pharmaceutical products on animals (a company performing a test is excluded, a company using such an activity is not excluded if the test is required by law and the income generated does not exceed 5% of the total income),
- e) Fur trade or processing;

#### 1.2 Within fishing activities

- a) Fishing (both for fish and seafood) with poison and/or explosive technology; both the fishing companies and the traders/retailers/food and beverage companies or processors,
- b) Trawling and/or dredging (both for fish and seafood); both the fishing companies and the traders/retailers/food and drink manufacturers or processors,
- c) Whaling,
- d) Shark finning,
- e) Drift gillnet fishing in the marine environment with nets longer than 2.5 km;

#### 1.3 Within forestry and agricultural activities

- a) Illegal logging, trading and processing of illegally harvested timber,
- b) Illegal deforestation and/or damage to tropical rainforests, including:
  - (i) conversion and/or clearance of so-called High Conservation Value (HCV) or High Carbon Stock (HCS) forests,
  - (ii) conversion and/or destruction of primary tropical forests,
  - (iii) deforestation by burning natural ecosystems for agricultural plantations (e.g. palm oil)
- c) Companies owning, producing or trading in palm oil plantations excluded as follows:
  - (i) customers producing, processing and/or trading in palm oil that are not (in the process of becoming) members of the Roundtable for Sustainable Palm Oil (RSPO) or do not have other certification with similar quality standards and have a good reputation,
  - (ii) companies that do not follow *the No Deforestation, No Peat and No Exploitation (NDPE)* principle in relation to palm oil production;

#### 1.4 Genetic engineering, of which the following activities:

- a) Genetic engineering or modification of the human genome for non-therapeutic purposes, human cloning,
- b) Genetic engineering or modification of animal genomes, the commercialisation of products involved for non-therapeutic purposes (e.g. to improve the productivity or food quality of farm animals, industrial purposes), animal cloning and genetic modification of animals for medical purposes where better alternatives are available,

- c) Development of genetic engineering or genetic modification of animal toxins, enzymes, parasites, bacteria, viruses and fungi for military purposes (development of biological weapons),
- d) Emphasising the benefits of genetically modified food crops without taking precautionary measures, actively obstructing relevant labelling, thus limiting consumers' freedom of choice;

**1.5 Ship-breaking** – activities that violate the following human rights, labour and environmental standards:

- a) The beaching of ships, and/or
- b) Financing related scrap cash buyers,
- c) Financing of ship-breaking yards, unless they are EU approved under the EU Ship Recycling Regulation; and the purchase of ships sold to these yards or delivered for dismantling and the resulting scrap,

**1.6 Mining activities** as follows:

- a) Mining, trading and processing of diamonds where there is no explicit evidence of compliance with the Kimberley Process Certification Scheme,
- b) With so-called "Mountaintop removal" technology,
- c) Asbestos mining,
- d) Mining within areas of active armed conflict,
- e) Riverine or shallow marine tailings (mining by-products) dumping or deep-sea disposal,

**1.7 Companies operating in protected areas** which:

- a) Operate in and have a negative impact on UNESCO World Heritage sites, wetlands registered by the Ramsar Convention, critical natural habitats registered by the International Union for Conservation of Nature (IUCN) under IUCN Categories I and II,

**1.8 Other industries:**

- a) Production, trade or use of unbound asbestos fibres. Manufacture of bonded asbestos products,
- b) Production and manufacture of pornographic material or content, "adult entertainment" or prostitution-related activities.

**Raiffeisen Bank Zrt.**