



BUSINESS RULES

Erste Bank Hungary Zrt. for financial and ancillary financial services

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I. General provisions

The relationship between Erste Bank Hungary Zrt. (the "Bank") and the Customer is based on mutual business trust.

The purpose of these Business Rules (hereinafter referred to as the "Business Rules") is to provide a firm and clear basis for the relationship in the interests of both Customers and the Bank, in which the Bank shall endeavour to use all means at its disposal to promote Customers' sound management of their funds and financial health, to execute their orders and to protect their business interests.

The Business Rules govern the Bank's financial and ancillary financial service activities. The provision of investment services and ancillary investment services is governed by separate business rules.

The general contractual terms and conditions of each financial service are set out in the General Terms and Conditions (hereinafter the "GTCs"), the specific contractual terms and conditions agreed with Customers are set out in the personal agreements, and the detailed rules on data protection are set out in the Privacy and Personal Data Protection Notice (hereinafter the "Privacy Notice").

1. Scope of the Business Rules

1.1. For the purposes of these Business Rules, the parties are the Customer and the Bank.

The Customer is a company, an entity or other body without legal personality or, depending on the applicability of the law concerning the body, an unincorporated organisation or other entity, as well as a natural person, to whom the Bank provides financial, ancillary financial and other banking services.

The Business Rules shall apply to the legal relationship between the Bank and the Customer without any express provision and shall be binding on both the Bank and the Customer. The Bank and the Customer may deviate from the provisions of the Business Rules by mutual agreement in writing within the boundaries of the law.

1.2. The provisions of the Business Rules contain the general terms and conditions of legal transactions arising between the Bank and the Customer and apply to all business relations between the Bank and the Customer arising from the Bank's activities as a credit institution.

1.3. The financial and ancillary financial services authorised and regularly provided by the Bank are:

Financial services:

- a) collecting deposits and accepting other repayable funds from the public;
- b) providing credit and lending money;
- c) financial leases;
- d) providing payment services;
- e) undertaking suretyship and guarantees and other banking obligations;
- f) trading in foreign currency, foreign exchange, excluding currency conversion, bills of exchange or cheques for own account or on consignment;
- g) the provision of financial services;
- h) custody service, safe deposit service;
- i) credit reference service;
- j) debt purchasing.

Ancillary financial services:

- a) currency exchange activity.

1.4. The content of the legal relationship between the Bank and the Customer and certain detailed rules of the relationship are set out in the individual agreements, the relevant GTCs, and the interest, fees, charges charged by the Bank and other contractual terms for each service are set out in the Announcement (hereinafter the "Announcement"). In the event of any discrepancy between the Business Rules and the relevant GTCs, the provisions of the GTCs shall prevail. In the event of a discrepancy between the GTCs and the individual agreement, the provisions of the individual agreement shall apply.

- 1.5. In matters not provided for by the Business Rules, the provisions of the laws applicable in Hungary, including directly applicable laws of the European Union, and the international policies, standards and conventions governing certain banking transactions shall apply.

2. Publication, acceptance by the Customer and amendment of the Business Rules

- 2.1. The Business Rules are public and may be viewed and consulted by any person, are available at the Bank's premises open to customers, are accessible by electronic means and are also available on the Bank's website (www.erstebank.hu).

Unless otherwise provided for by law, the Bank shall, in the interests of environmental sustainability, make available to Customers the GTCs, Announcements and other information subject to mandatory publication on electronic devices placed for that purpose in its premises open for customer business. The Bank shall make these documents available free of charge at the Customer's request, either on paper, in printed form or electronically, by sending them to the e-mail address provided by the Customer. In addition, the Bank shall also make these documents available on its website.

- 2.2. The Bank is entitled to amend the Business Rules unilaterally. If the Bank unilaterally amends the Business Rules to the disadvantage of the Customer, it shall inform the Customer of the amendment by means of an announcement published at its premises open for customer business at least fifteen days before the amendment enters into force and shall make the amendment available on its website. The Bank shall notify the Customer of any amendment that does not entail any change to the Customer's disadvantage no later than the banking day preceding the effective date. The amendment shall be published in the branch and made available on the Bank's website.

3. Cooperation and information

- 3.1. The Bank and the Customer are obliged to inform each other without delay of circumstances and facts relevant to the business relationship between them in accordance with the requirements of mutual cooperation. They shall reply to each other's questions relating to the transaction within thirty days at the latest, unless the nature of the matter or the documents available clearly indicate otherwise, and shall immediately draw each other's attention to any change, error or omission.

The Bank and the Customer shall notify each other in writing without delay of any change in circumstances relevant for the performance of the agreement, in particular changes in the notification, contact address and other contact details (e.g. phone number, e-mail address), representative, legal status, solvency, financial situation. Any damage resulting from the failure to give such notice shall be borne by the defaulting party.

- 3.2. The Customer shall notify the Bank in writing within thirty days if from the account statement, balance statement, credit reconciliation or other notification (hereinafter collectively referred to as "notification") delivered to him/her, the Customer becomes aware of a transaction which differs in its legal basis, due date or amount from the terms of the agreement entered into or the order initiated by him/her.

If the Customer does not make any comment or objection to the notification within thirty days of receipt, the Bank will consider that the Customer has accepted the notification. This shall not affect the enforceability of the Customer's claim.

- 3.3. The Customer is obliged to provide all information and clarifications related to the legal transaction between the Bank and the Customer that the Bank deems necessary for its decision, for the assessment of the legal transaction or the Customer. In particular, in the case of an undertaking, he/she shall provide the Bank with his/her annual accounts and allow the Bank to examine and verify his/her books of account and other documents and, in the case of natural persons, the personal data necessary for the due diligence of the Customer.

- 3.4. The Bank and the Customer may send notifications to each other by electronic means if the possibility of electronic arrangement of business and communication between them is enabled in the agreement and/or the GTCs.

- 3.5. If the law so provides and the agreement does not provide otherwise, the Bank may also inform the Customer with the use of a durable medium. A durable medium is a device which enables the Customer to store the data addressed to him/her durably for a period of time appropriate to the purpose of the data and to display the stored data in unchanged form and content. In particular, the Bank considers as durable medium a CD/DVD, a QR code, an electronic banking service, an online banking service, a mobile application service and the Bank's website, provided that these media can store the data addressed to the Customer.

- 3.6. The Bank is entitled, without the Customer's consent, to transfer its claims arising out of agreements made with the Customer to third parties, of which the Customer shall be notified in writing (assignment).
- 3.7. The Bank accepts from the Customer an original private document with full probative force or notarised document or a notarised copy of a document and may therefore request the Customer to present the original document or a notarised copy of the document.

The Bank accepts the document issued as set out below from the Customer out of private documents with full probative force:

- a) two witnesses certify that the person signing the document signed the document before them or recognised the signature before them as his or her own hand-written signature. For the purpose of certification the document shall be signed by both witnesses and shall also bear the names and addresses of the witnesses, or, failing this, the places of their habitual stay, legibly indicated on the document.
- b) the signature or short signature of the signatory to the document is certified by a judge or notary public,
- c) the document is duly signed by the person authorised to represent the legal entity in accordance with the rules applicable to that person,
- d) by duly countersigning the document drawn up by him/her, a lawyer or a legal counsel certifies that the signatory of the document signed the document drafted by another person before him/her or recognised the signature before him/her as his or her own hand-written signature,
- e) the signatory has affixed to the electronic document his or her qualified or qualified certificate-based advanced electronic signature or seal and, where required by law, a time stamp,
- f) the electronic document is authenticated by the signatory using the document authentication service based on the identification defined in the Government Decree,
- g) in the case of transactions specified by the Bank, a declaration made by means of an audited communication device (videobank) or an electronic customer identification and declaration system (e.g. electronic banking, online banking and mobile application services).

The Bank accepts notarised documents issued abroad only with diplomatic super-legalization or in the diplomatically certified or apostilled form as applicable to notarised documents used aboard, unless otherwise provided by an international treaty.

The Bank may request the Customer to provide a certified translation of the document issued in a language other than Hungarian, prepared by the National Translation and Translation Certification Office, the costs of which shall be borne by the Customer.

4. Customer due diligence, representatives

- 4.1. In order to ensure the security of the business relationship, the Bank shall, prior to executing the Customer's orders or providing the service, carry out customer due diligence of the persons designated in accordance with the laws in effect from time to time, and shall verify the authority of the persons acting on behalf of the Customer to represent the Customer. The Bank may also carry out customer due diligence online, using electronic devices directly or indirectly. In the course of customer due diligence, the Bank shall only examine the data and documents which are required to be examined by the applicable laws and which, in the Bank's opinion, are justified in order to ensure the security of the relationship between the Bank and the Customer.
- 4.2. The Bank is obliged by law to record and register the data of the Customer (his/her representative, authorised representative, person authorised to give instructions) required for due diligence on the basis of documents proving his/her identity, to request a declaration from the Customer regarding the Customer's status as a politically exposed person and the Customer's beneficial owner.

A Customer who is a natural person is required by law to make a written declaration of beneficial ownership when acting on behalf or in the interest of another person (beneficial owner). Accordingly, the Customer shall be deemed by the Bank to be acting in his/her own name until the Customer has declared to the Bank to the contrary. In the case of a Customer who is not a natural person, the Bank takes all necessary measures required by the MNB to ascertain the identity of the beneficial owner, including understanding the Customer's ownership and management structure, and may require the Customer to re-declare the beneficial owner if there is any doubt as to the identity of the beneficial owner.

- 4.3. In accordance with the law, the Bank is obliged to make copies of the Customer's official documents capable of verifying the Customer's identity (identity card, passport, driving licence in card format), official residence documents and other documents to be submitted by the Customer, and to process and use them for the purpose of verifying the sameness of personal data.

- 4.4. The Bank periodically reviews the information provided by the Customer during the due diligence process, based on a risk-sensitive approach. The Bank may request the Customer to provide data or a declaration in order to carry out the review. If the Customer fails to provide the data or declaration within the time limit set by the Bank, the Bank shall be entitled to refuse or suspend the provision of the service or the execution of the order.

The Bank may also fulfil its obligation to review the information, in whole or in part, by data queries from public records. Such a request for information does not relieve the Customer from the duty of cooperation expected in connection with notices of change or the review of customer due diligence.

- 4.5. The Customer shall notify the Bank of any changes in the data provided during the customer due diligence or in the identity of the beneficial owner without delay, but no later than within five business days of becoming aware of such changes and present the document certifying the change to the Bank in the form prescribed by the Bank. Failure to notify the Bank shall be considered a serious breach and the Bank shall not be liable for any damage resulting therefrom.
- 4.6. The rules on customer due diligence are set out in detail in the Announcement on compliance with the requirements of the act on the prevention and combating of money laundering and terrorist financing.
- 4.7. If the data provided by the Customer during his/her identification and the data available to the Bank from the public registers as a result of a data query differ, the Bank may enter in its records the data provided by the Customer during the customer identification and which are required by law to be recorded. The prior consent of the Customer is not required for the entering of the data. The Bank shall contact the Customer in order to reconcile any other data which are not required to be recorded by law.
- 4.8. In order to maintain contact with the Customer and to ensure quality customer service, the Bank may request the Customer to provide additional personal data in addition to the personal data required by law and may ask the Customer to provide proof of such data. If the Customer fails to comply with this obligation in the manner and within the time limit specified by the Bank, the Bank may refuse or suspend the provision of the service or the execution of the order.
- 4.9. The Customer shall notify the Bank of the name and certified specimen signature of the person(s) authorised to represent the Customer in the manner prescribed by the Bank.
Unless otherwise agreed, the Bank accepts a power of attorney that does not limit the right of representation by order or by amount. If the law governing the legal form of the Customer implies that the entity has more than one representative with the right of individual representation, the Bank will accept the notification of any one of these representatives as valid. If, under the Customer's constitutional deed, one or more of the persons authorised to represent the Customer have been exclusively authorised to make a notification, the Bank shall accept the notification of the representative(s) so authorised as valid. The representative may exercise his/her right to give notice and instructions provided that he/she provides credible evidence of his/her nomination, election, appointment and signature. If the representative's mandate is terminated, the Bank shall consider the instructions of the signatories notified by him/her to be valid until the new representative or another representative decides otherwise.
- 4.10. If there is a dispute as to whether the person who has made or intends to make a notification is entitled to represent the Customer, the Bank will consider the person previously notified as entitled to represent the Customer for the purposes of the notification, as long as the person is entitled to represent the Customer under the laws governing the registration of the entity.
The Bank shall not be liable for any damage in the event of late or inadequate notification of changes in the identity of the representatives.

The Bank shall be entitled to consider the representatives and persons giving instructions in respect of payment accounts notified to it by the Customer and their specimen signatures as valid until the Customer's written notification of the revocation of the right of representation or the right give instructions is received by the Bank. If a document or order from the Customer bears the signature of a person who is not authorised to sign or who has signed in a manner different from the notified specimen signature, the Bank shall refuse to execute the order. If for any reason the right of representation of the person representing the Customer is not clearly established, the Bank shall not execute the Customer's order or shall temporarily suspend the provision of the service. The Bank shall not be liable for any resulting damage.
- 4.11. The Bank identifies the signatures of the Customer and the representative by comparing them with the specimen signature registered with the Bank. The Bank shall not be liable for the authenticity of the signature beyond the care it is required to exercise.
- 4.12. If the Customer does not act in person or through a representative registered with the Bank, the person acting on behalf of the Customer shall prove his/her right to represent the Customer with a notarised document or a private document with full probative force or a power of attorney.

- 4.13. The persons authorised to sign on behalf of the Bank in accordance with the Bank's rules of representation are entitled to make legal declarations on behalf of the Bank, which the Bank shall certify upon the Customer's request.

5. Entering into agreements and making declarations by electronic means

General rules

- 5.1. The Bank and the Customer may enter into an agreement and make a declaration electronically as well. The specific methods of electronic entry into of an agreement are set out in the GTCs. The Bank provides information in the GTCs and in the Announcements on the detailed rules for entering into agreements by electronic means and on the agreements and services for which it allows the entry into of agreements and the making of declarations by electronic means. Agreements signed and declarations made by electronic means in accordance with the Business Rules and the GTCs applicable to the agreement or service in question shall be deemed to be in writing. A legal declaration made by the Bank in a closed electronic system shall be deemed to be a legal declaration binding on the Bank.
- 5.1. If agreements are entered into and declarations are made electronically, these agreements and declarations and related documents (hereinafter referred to as "electronic documents") are created in electronic form. If agreements are entered into and declarations are made through online banking and mobile banking applications, the Bank shall provide the Customer with the electronic documents uploaded in pdf format to the repository available on the site of the online banking service. Electronic documents stored in the Bank's system and displayed to the Customer on the site of the electronic banking service (including, for example, the online banking and mobile application service and Erste Electra) cannot be later modified and are capable of the unchanged reproduction of the content, for the identification of the person making the declaration and the date thereof. The Customer may request a paper copy of the electronic document at the branch.

Entering into agreements with biometric signature

- 5.2. A biometric signature is a cryptographic procedure whereby the identification of the Customer's signature is based on a set of personal identification data, including, inter alia, the image of the signature, the speed of signing and the extent of the impression of the signing tool, recorded by the Bank using a signing tool provided for this purpose, subject to the Customer's consent. Biometric signatures are considered as electronic signatures with enhanced security.
- 5.3. The Announcement on biometric signing of electronic documents includes the agreements and declarations that a Customer can sign with biometric signature.
- 5.4. The text of the agreements and declarations can be read by the Customer on the signing device and, once approved, signed with biometric signature. The signature of the Customer is matched by the signing device with the biometric characteristics of the previously recorded biometric specimen signature and, in the case of data matching, the biometric signature of the Customer is placed by the Bank on the electronic document. The Bank's electronic signature is then placed on the document, followed by a qualified electronic time stamp. The Bank will provide the Customer with a copy of the document signed by the Customer and the Bank in pdf format after the electronic document has been saved, which is available on the site of the online banking service.
- 5.5. The Customer may withdraw his/her consent to the processing of biometric data by the Bank at any time. If the Customer withdraws his/her consent, this shall not affect the lawfulness of the processing prior to the date of withdrawal. The Bank may process biometric signatures affixed to agreements entered into and legal declarations made with biometric signatures in order to preserve and ensure the validity and effectiveness of the agreements and declarations. After the withdrawal of consent, electronic documents bearing the biometric signature shall be available on the online banking service. The Bank shall process the Customer's biometric signature in connection with the electronic document within the retention period specified in the Bank's Privacy Notice and shall not use it for any other purpose after the withdrawal of consent.

6. General rules on execution

- 6.1. In the relationship between the Bank and the Customer, the place of execution is the organisational unit of the Bank indicated in the agreement on which the execution is based, or, failing this, the organisational unit involved in the execution or establishing a business relationship with the Customer.

- 6.2. For the Bank the date of execution of any payment shall be the date on which the Bank debits the Customer's payment account with the Bank. If the payment is not debited from a payment account with the Bank, the date of execution shall be the date on which the amount is credited to the payment account provided by the Bank.

The date of execution of any payment to the Customer, including cash payments by post, is the date on which the amount is credited to the Customer's payment account by the Bank.

- 6.3. The Bank shall settle the Customer's payments made on and after the due date in accordance with the rules of the Civil Code governing the settlement of multiple liabilities, i.e. firstly applying it to the default interest, then any fee or charge due, then the interest indicated in the transaction and finally to pay the principal. In respect of claims arisen under the same legal title, the Bank shall first settle the claim that arose earlier. If the Customer has overdue liabilities under several agreements and the Customer's payment does not cover the liabilities under all the agreements, the Bank may decide against the liabilities of which agreements it sets off the Customer's payment.
- 6.4. A cash payment from the payment account is made when the cash is paid out to the Customer by the Bank or when Magyar Posta Zrt. carrying out such payment enables the Customer to receive the amount to be paid out.

The Customer shall ensure the timely performance of his/her payment obligations to the Bank under the agreement by means of a payment order (direct debit, transfer, incoming payment, etc.) debited to his/her payment account.

The Customer shall ensure that sufficient funds are available on his/her payment account with the Bank when a payment becomes due.

The Customer authorises the Bank to set off any of its (overdue) claims under an agreement – principal, interest, fees, charges – against the balance of the payment account and deposit account when due. If, at the due date, sufficient funds are not available to cover the amount of the outstanding claim at that time, the Bank shall be entitled to debit any payment account and deposit account of the Customer with the Bank with the amount due under the agreement at any time after the due date, without or against the Customer's express instructions. The Customer authorises the Bank to exercise its right of set-off for the purpose of meeting its payment obligations, following the correction of the Bank's error and following payment orders to be performed based on an official transfer to any authority and court transfer order, but before any other payment order.

- 6.5. If the due date for payment to the Customer falls on Saturday, Sunday or a public holiday, and unless otherwise provided by law or the agreement, the last day of payment without delay is the first banking day following such day. A bank holiday shall be considered a public holiday for the purpose of calculating the payment deadline.
- 6.6. The Customer shall bear all costs incurred by the Bank in handling and enforcing its claims against the Customer.
- 6.7. The Customer is obliged to pay any amount payable under an agreement in HUF or in the currency of the service (service agreement) to which the payment (fee payment, repayment) is related. If any payment related to a service is made in a currency other than the currency of the service, the amount payable shall be converted by the Bank using the exchange rates specified in the agreement related to the service.
- 6.8. Unless otherwise specified, the local time or the time of the Bank's registered seat shall be used for the calculation of the execution dates and deadlines.

7. Engagement of assisting third parties, financial intermediaries and outsourcing

- 7.1. When providing services and executing orders, the Bank may use the assistance of a third party if it considers this necessary in its best discretion or in order to protect the Customer from harm or to secure and enforce its own claims. The Bank shall be liable for the actions of such a third party as if it had acted on its own. If the liability of an assisting third party is limited by law, the Bank's liability shall be limited accordingly.
- 7.2. The Bank may engage financial intermediaries to provide financial services. Financial intermediaries may, depending on the scope of their authority to pursue activities (principal intermediary, broker), assist in the acquisition of customers, preparation, entry into and performance of agreements. The list of intermediaries contracted with the Bank is available on the website of the MNB (<http://www.mnb.hu/felugyelet/engedelyezes-esintezmenyfelugyeles/piaci-szereplok-keresese/kozvetitok-keresese>). The financial intermediary may provide the Bank with the Customer's personal data obtained in the course of its intermediary activities for the performance

of its intermediary contract. The Bank may, by law, disclose to the financial intermediary data relating to the performance of the agreement for the financial service it intermediates.

- 7.3. The Bank may outsource any of its activities related to its financial or ancillary financial services activities, or activities required by law which involve data processing, technical processing or data storage, subject to compliance with data protection requirements.

The Bank is entitled, in the context of outsourcing, to transfer the Customer's data held by the Bank to the business carrying out the outsourced activity, subject to compliance with and safeguarding of data protection rules. The Bank shall ensure that the business carrying out the outsourced activity ensures all the personal, material and security conditions required by law to be met by the Bank in respect of the outsourced activity.

The scope of the outsourced activities and the list of businesses carrying out outsourced activities are set out in Annex 1 to the Business Rules.

8. Liability of the Bank

- 8.1. In the conduct of its banking business, the Bank shall act with due care and in accordance with the provisions of the law governing credit institutions.
- 8.2. The Bank shall not be liable for any damage caused by circumstances beyond the Bank's control and unforeseeable at the time of the entry into of the agreement, in particular natural disasters, war, acts of terrorism, which the Bank could not reasonably be expected to avoid or prevent.
- 8.3. The Bank shall compensate the Customer for any damage caused by the Bank, as proven by the Customer, except as provided in Clause 8.2. The Customer shall act promptly to mitigate the damage and shall notify the Bank in writing of the damage suffered by the Customer and the steps taken to mitigate it. The Customer shall provide the Bank with evidence of the damage suffered.
- 8.4. The Bank shall not be liable for failure to perform the service it has undertaken to provide if it is hindered by a dispute between the Customer and a third party or by the wrongful conduct of a third party.
- 8.5. If the Bank receives or transmits documents on the basis of the Customer's order, it shall examine them only to the extent that they comply with the terms of the order. The Bank shall not be responsible for the authenticity, validity or any amendments to the documents and instruments submitted to it. The Bank shall, in connection with the delivery of documents and instruments and payments relating thereto, pay the person whom it considers, on the basis of its examination of the supporting documents, to be entitled to accept the document and instrument or the payment.
- 8.6. The Bank shall not be liable for the consequences of the execution of a false or falsified order which could not be detected by careful verification in the normal course of business.
- 8.7. The Bank shall not be liable for any damage arising from the fact that the Customer deceives or misleads the Bank as to his/her legal status or capacity to act or fails to inform the Bank in a timely and appropriate manner of any change therein.
- 8.8. The Bank will not accept any application for a loan to finance illegal activities that violate the law and no loan amount utilised may be used to finance illegal activities that violate the law.

9. Notifications and rules of delivery

- 9.1. The Bank shall send contractual offers, declarations, notices, documents and securities (hereinafter collectively referred to as "documents") to the Customer, if delivered by post, to the postal address which the Customer has provided to the Bank for this purpose. In the absence of such an address, the Bank shall send the documents to the Customer's place of residence/registered seat or place of business known to it. If in the agreement the Customer has specified a postal address other than his/her registered seat/place of residence as the place of service of documents sent by the Bank and if a notice or legal declaration sent to this postal address cannot be served on the Customer for any reason, the Bank may lawfully send the notice and/or legal declaration to the Customer's registered seat/ place of residence.

The Bank may also deliver the documents to the Customer by electronic mail, by sending them to the electronic mail address (e-mail address) provided by the Customer to the Bank for the purpose of electronic administration and communication, or, if the Customer has an electronic banking service providing electronic document repository at the Bank, by uploading them to the repository. In the case of a Customer incorporated in the Companies Register, if the Customer has not provided the Bank with an electronic mail address or if such address does not operate, the Bank may send electronic mail to the Customer at the electronic contact address indicated in the Companies Register.

The Bank shall not be liable if delivery is delayed or unsuccessful due to inaccuracy or change of the name, postal or e-mail address provided by the Customer or any other data relevant for delivery or for any other reason beyond the Bank's control. Any damage and additional costs resulting from incorrect delivery due to an incorrect postal or e-mail address provided by the Customer shall be borne by the Customer.

The Customer shall give notice of any change in the postal, electronic mail address and phone number specified for sending notices without delay. Any damage resulting from failure to give such notice shall be borne by the Customer.

If a notification sent to the Customer is returned due to an incorrect, erroneous or non-existent postal or e-mail address, or a third party declares and certifies that the data (including his postal, electronic mail address or telephone number) belongs to him/her, the Bank may suspend sending further notifications for the Customer's safety until the Customer provides a correct address. Any damage and cost resulting from incorrect delivery due to an incorrect address provided by the Customer shall be borne by the Customer.

- 9.2. The Bank shall send the Customer a document constituting a right to property by postal delivery only on the Customer's written instructions and only in the form of a letter insured. The costs and risk of delivery shall be borne by the Customer.
- 9.3. Unless otherwise provided for by law, the Bank is not obliged to send documents addressed to the Customer by registered mail with return receipt requested. The dispatch shall be deemed to have taken place if a copy of the original document or a copy bearing the Bank's handwritten signature is in the Bank's possession and the dispatch is recorded in the Bank's postal book and the dispatch is evidenced by a postal receipt or a dispatch note signed by a postal employee. The Bank shall also consider the dispatch to have taken place if the work number on the document "dispatch note of posted mail" corresponds to the barcode or other postal identifier of the posted letter, which may be retrieved from the postal database, starting with the same number sequence, and which together certify that the letter has been dispatched by post.
- 9.4. Notices sent to the Customer shall be deemed to have been delivered on:
 - a) in the case of personal delivery, on the day on which the mail is handed over to the addressed Customer in his/her presence. In order to prove that delivery has taken place, the addressed Customer or the person acting on his/her behalf shall sign and date a copy of the mail received or the delivery slip of the deliverer.
 - b) on the fifth banking day following the date of posting in the case of postal delivery, and on the tenth banking day in the case of delivery abroad, even if delivery was unsuccessful because the addressed Customer did not take delivery of the document (e.g. (e.g. the Customer has moved to an unknown location, or the mail has not been sought or is returned, marked 'unknown'), whereas the mail shall be deemed to have been delivered on the day on which delivery was attempted in the event that the delivery was unsuccessful because the addressee refused to accept it. If the Customer makes a declaration to the Bank that he/she has not received the postal item, the Bank shall be required to prove that postal delivery or attempted delivery has taken place.
 - c) in the case of delivery by electronic mail or equivalent electronic means of communication (e.g. durable medium, electronic banking system, online banking and mobile application service), on the day on which the notification is made available to the addressed Customer (delivered on durable data carrier, uploaded to storage) or if it has been sent to the electronic mail address (e-mail address) provided by the Customer and the Bank has not received an error message regarding the sending of the message.
- 9.5. Written mail addressed to the Bank shall be sent to the address indicated by the Bank as the place of execution in the agreement or correspondence, failing which to the address of Erste Bank Hungary Zrt. 1933 Budapest.
- 9.6. The Bank will, upon the Customer's request, provide proof of receipt of the mail sent to the Customer. The date of receipt of any written mail sent to the Bank is the date of receipt if it is received by 4 p.m. (or by the end of the Customer's business hours, whichever is earlier), and the immediately following banking day if received after that (except for payment orders or orders relating to a securities account or securities custody account).

- 9.7. The Bank shall not be liable for any damage resulting from errors in delivery by post, nor for any damage resulting from the fact that the e-mail address provided by the Customer is not the Customer's own address or that it may be accessed by another person.
- 9.8. A notice given by means of an Announcement shall be deemed to have been served on the banking day following the banking day on which the Bank published the notice during business hours at its business premises open to customers.
- 9.9. The Customer may rent a lockbox for the direct receipt of the notification sent by the Bank. Notices placed by the Bank in the lockbox shall be deemed to have been delivered on the banking day following the day of placement.

10. Form and language of contact keeping and governing law of agreements

- 10.1. The Bank may contact the Customer in the following ways, subject to the provisions of Clause 10.2:
- a) in writing,
 - b) in person,
 - c) by phone,
 - d) by fax,
 - e) by e-mail,
 - f) by electronic means of communication (including, in particular, notifications sent via electronic banking, online banking and mobile application services and uploads to the Customer's electronic document repository),
 - g) by publishing an Announcement.
- 10.2. The Bank shall be entitled to execute the Customer's orders and requests given by phone, fax, e-mail or electronic means of communication only if the possibility and method of doing so are provided for in the Business Rules or the relevant GTCs or the Bank has agreed with the Customer to that effect in the agreement. Failing this, the Bank shall not be liable for any damage resulting from the non-execution of the order.
- 10.3. In the case of business done or contact made over the phone, the Bank may, with the express consent of the Customer, record phone conversations with the Customer in order to clarify any error or misunderstanding, or to use them as evidence in court or other proceedings before public authorities. The Bank shall process the audio recording in accordance with the provisions of the Privacy Notice. If the Customer refuses in writing to consent to the making of an audio recording, the Bank will accept further instructions and orders from the Customer only in writing or by electronic means of communication, notwithstanding any previous agreement to the contrary. The Customer may withdraw his/her consent to the processing of the audio recording by any of the means of communication available to him/her.
- 10.4. Unless otherwise agreed, the language of communication and agreement between the Bank and the Customer shall be Hungarian. The Bank may enter into an agreement with the Customer in another language, in which case the language of the agreement shall be the language specified in the agreement.
- 10.5. Unless otherwise agreed, the agreement between the Bank and the Customer shall be governed by Hungarian law and, unless otherwise agreed, the Hungarian courts shall have jurisdiction to settle any disputes arising from the agreement.
- 10.6. The Bank takes the nature of the disabled Customer's condition and the extent of the disability into account when entering into an agreement, providing information and maintaining contact. In this context, the Bank supports the use of applications to assist the Customer with a disability when entering into an agreement and in doing business. If the Customer with a disability is unable to read or write when he/she enters into an agreement and makes a declaration and the Bank is unable to provide an assistant (e.g. a sign interpreter) or an application that can assist the Customer in using the service, it is the Customer's duty to ensure an assistant.

11. Interest, fees and charges

- 11.1. The Customer shall pay the Bank interest, fees or charges (hereinafter collectively referred to as "consideration") for the services provided by the Bank or its assisting third parties in the course of the execution of orders.

- 11.2. The amount, the due date and the method of calculation of the consideration for the services provided by the Bank are primarily set out in the individual agreements. If not provided for in the agreement, the Bank's Announcement or, failing this, the GTCs or the Business Rules applicable to the service shall apply to the determination of the consideration. The Bank shall be entitled to determine, amend and introduce new types of considerations and methods to calculate the considerations published in the Announcement.
- 11.3. The costs incurred in the performance of the service, in particular postal charges, costs charged by foreign banks in connection with the execution of orders, phone, copying or exchange charges, costs and duty for any official proceedings, notary fees, costs of using an intermediary, costs of valuation, costs related to the credit security register, costs of obtaining a title deed or other fees, are borne by the Customer.
- 11.4. The Bank charges interest from the date of utilisation of a loan or facility until the day preceding repayment. The interest is the consideration for the facility/loan payable by the Customer to the Bank for the utilisation of the credit/loan.
- 11.5. Unless otherwise agreed, the Bank shall credit the Customer's payment account with the interest on the amount deposited by the Customer on the payment account.
- 11.6. How interest is calculated on borrowings:

a) Standard interest calculation:

$$\text{interest} = \frac{\text{principal} \times \text{interest rate in \% terms} \times \text{number of calendar days}}{36\,000}$$

b) Interest calculation in the case of annuity repayment:

$$\text{monthly interest} = \frac{\text{principal amount} \times \text{interest rate in \%} \times 30 \text{ days}}{36\,000}$$

If the Bank applies different interest calculation from the above, this is provided for in the agreement or in the GTCs applicable to the transaction concerned.

- 11.7. How Interest is calculated on deposit transactions

The Bank shall publish the method and rate of calculation of the deposit interest in the GTCs for Deposits or in the Announcement and, in the case of deviation from the foregoing, shall set out in the agreement.

- 11.8. The Customer shall pay the Bank default interest in the event of late payment of his/her monetary liabilities. Unless otherwise provided by law or by the agreement, default interest shall be payable at the rate specified in the Announcement.

12. Reference interest rates and their changes

- 12.1. In respect of CHF loans/facilities, the reference interest rate is LIBOR - London Interbank Offered Rate - (1, 3, 6 or 12 months) London interbank offered rate which is published at 11.00 a.m. on banking days by the British Bankers' Association (BBA) (e.g. on the LIBOR page of the Reuters terminal) for specific terms and specific currencies; the interest rate per annum (fixed) calculated as the arithmetic mean of the offers made by quotation banks on arm's length for the placement of interbank loans, rounded based on the rules of rounding. LIBOR rates apply to transactions from the second banking day after calculated, being the same day as the spot settlement date of the London money market, except for the overnight period, where the date on which the transaction is made is the same as the settlement date.

In respect of EUR loans/facilities, the reference interest rate is EURIBOR - Euro Interbank Offered Rate - (1, 3, 6 or 12 months) euro interbank offered rate for specific terms published at 11.00 a.m. on banking days (e.g. on the EURIBOR page of the Reuters terminal); the annual interest rate (fixed) calculated as the arithmetic mean of offers made by quotation banks on arm's length for the granting of interbank loans, rounded based on the rules of rounding. The EURIBOR rates apply to transactions from the second banking day after it is calculated, being the same day as the spot settlement date of the euro money market, except for the overnight period, where the date on which the transaction is made is the same as the settlement date.

In respect of HUF loans/facilities, the reference interest rate is BUBOR - Budapest Interbank Offered Rate - (1, 3, 6 or 12 months), which is the Budapest Interbank Offered Rate for HUF loans for specific terms published by the National Bank of Hungary [Magyar Nemzeti Bank] (hereinafter the "MNB") on banking days; the interest rate per annum (fixed) calculated as the arithmetic mean of the offers made by quotation banks on arm's length for the provision of interbank loans, rounded to two decimal places based on the rules of rounding. The BUBOR rates apply to transactions from the second banking day in Hungary after it is calculated, being the same day as the spot settlement of the Budapest forint money market, except for the overnight period, where the date on which the transaction is made is the settlement date.

The yield of state discount treasury bills means dematerialised, non-interest-bearing, registered securities issued by ÁKK Zrt. pursuant to Government Decree 286/2001 (XII.26.) on treasury bills with the yield originating from the difference between the buying and selling price of discount treasury bills.

The MNB base rate means the benchmark interest rate set by the MNB, which determines the interest rate on short-term deposits and/or loans between commercial banks and the MNB.

Reference rate means any reference rate that is regularly determined independently of the Bank and made available to the public, which serves as a basis for determining the amount payable for a service. Reference rates are, for example, BUBOR, EURIBOR or LIBOR.

12.2. A reference interest rate replacement event is considered to be:

- a suspension for at least five business days or cessation in the publication of the reference rate; or
- a statement by the reference rate administrator that it will discontinue to publish the relevant reference rate permanently or indefinitely from a specified date within six months (without becoming the successor reference rate administrator or ensuring publication of the reference rate in any other permanent and definitive manner); or
- a statement by the entity that supervises the reference rate administrator that it will permanently or indefinitely terminate the reference rate as of a specified date within six months; or
- a statement from the entity supervising the reference rate administrator which has the effect of prohibiting the use of the reference rate in general or for the transactions associated with the service within the next six months; or
- a material change in the methodology for determining or calculating the reference rate compared with the methodology used when the agreement was entered into, where such a change has the effect that the reference rate thus produced is no longer representative or capable of being appropriately representative of the reference rate or is no longer economically comparable with the reference rate determined or calculated according to the methodology used when the agreement was signed. Information on material changes can be obtained from the reference rate administrator's reference rate statement; or
- if any law, other legal provision, any administrative or judicial decision, regulation or other binding measure applies under which the relevant reference rate may no longer be used as a reference rate for the determination of payment obligations under the relevant service or under which such use is subject to material restrictions or adverse consequences (including the withdrawal of the licence of the reference rate administrator or removal from the relevant register).

In the event of a reference rate replacement event as referred to above, the Bank shall be entitled to unilaterally amend the agreement, whereby it shall be entitled to apply a replacement reference rate instead of the reference rate affected by the reference rate replacement event and to unilaterally amend any provision of the agreement in connection with the application of the replacement reference rate, in particular, but not limited to, the provisions relating to the interest base, interest period, interest margin, in order to make the replacement reference rate suitable for determining the interest payable under the agreement.

Any replacement reference rate shall be applied from a date (including such date) determined at the Bank's sole discretion, provided that such date shall not be earlier than the date of the reference rate replacement event and shall be applied first to the interest period commencing on or after such date.

The Bank may (but shall not be obliged to) determine the replacement reference rate for the same reference rate replacement event more than once at its sole discretion, as provided in this clause, if a subsequent determination is more appropriate to the nature of the reference rate and the agreement involved in the reference rate replacement event than the previous one. The foregoing shall apply mutatis mutandis in the event of a reference rate replacement event occurring in relation to a replacement reference rate previously determined by the Bank.

The Bank shall notify the Customer of the replacement reference rate and of any amendment to the agreement required for the application of the replacement reference rate before the amendment takes effect, in the time and manner specified in the rules for unilateral amendment of agreements under the law governing the agreement in question or in the agreement.

If the Customer does not object in writing to the amendment, it shall be deemed to have been accepted by the Customer. If the Customer does not accept the amendment to the agreement, the Bank shall consider that the Customer has terminated his/her agreement with the Bank as of the date on which the amendment enters into force. In such a case, the Bank and the Customer shall settle their accounts immediately,

and in the event of a payment obligation on the Customer's part, the Bank's claim shall become immediately due and the Customer shall pay the outstanding liabilities in full to the Bank without delay. The written notification shall be received by the Bank by the date on which the amendment enters into force.

If there is an officially determined replacement reference rate, the Bank will use this replacement reference rate as a first choice to replace the reference rate affected by the reference rate replacement event and to amend the agreement accordingly. In the absence of an officially defined replacement reference rate, the Bank shall apply the industry replacement benchmark rate closest to the nature of the reference rate affected by the reference rate replacement event and the agreement so affected or, in its absence, the replacement benchmark rate determined on the basis of general market practice.

For the purposes of the above, the 'officially determined replacement reference rate' means any statement, binding or non-binding, made by a central bank, supervisory authority, supervisory or expert body of the financial sector established under public law or composed of publicly appointed members, that a specific reference rate (if any) is (with specified adjustments) to be used or may be used as a replacement for the reference rate affected by the reference rate replacement event or under which a specified procedure is or may be used to determine payment obligations that would be determined on the basis of the reference rate affected in the reference rate replacement event.

For the purposes of the above, the term "industry replacement benchmark rate" shall mean a statement made by the International Swaps and Derivatives Association (ISDA), the International Capital Markets Association (ICMA), the Association for Financial Markets in Europe (AFME), the Securities Industry and Financial Markets Association (SIFMA), the SIFMA Asset Management Group (SIFMA AMG), the Loan Markets Association (LMA), the Deutsche Derivate Verbände (DDV) or Zertifikate Forum Austria, that a specific reference rate (if any) is (with specified adjustments) to be used or may be used as a replacement for the reference rate affected by the reference rate replacement event or under which a specified procedure is or may be used to determine payment obligations that would be determined on the basis of the reference rate affected in the reference rate replacement event.

For the purposes of the above, "replacement benchmark rate determined on the basis of general market practice" means the use of a specified alternative reference rate in a significant number of financial instruments or financial transactions following a reference rate replacement event (if any, with specified adjustments) as a replacement interest rate for the reference rate affected by the reference rate replacement event or for contractual or other provisions that prescribes a specified procedure for determining payment obligations that would otherwise be determined on the basis of the reference rate affected by the reference rate replacement event; or any other generally accepted market practice for replacing a reference rate affected by a reference rate replacement event for the determination of an interest rate to determine payment obligations.

If no officially determined replacement reference rate, industry replacement benchmark rate or replacement benchmark rate determined on the basis of general market practice is available, as described above, the Bank may determine a replacement for the reference rate affected in the reference rate replacement event. A replacement rate may be an annual percentage rate of interest, determined at the Bank's discretion but provided by a third party, which meets all the legal requirements necessary to determine the applicability of the rate for determining payment obligations under a financial transaction, subject to any adjustments (e.g. in the form of premiums or discounts), which are also determined at the Bank's discretion.

13. Modifications and amendments to agreements

- 13.1. The unilateral amendment by the Bank of the agreements between the Bank and the Customer, the GTCs or Announcements shall be governed by the provisions of the agreements relating to the modification and amendment, failing which the GTCs applicable to the agreement shall apply. If neither the agreement nor the GTCs provide for modification and amendment, the unilateral amendment of the agreement, the GTCs or the Announcement by the Bank shall be governed by the rules on the modification and amendment of the Business Rules.

14. Bank secrecy

- 14.1. The scope of bank secrets:

Bank secrets mean all facts, information, solutions or data available to the Bank about the Customer, which relate to the Customer's identity, data, financial situation, business activities, management, ownership, business relations, as well as the balance and turnover of the account held with the Bank, and the agreements entered into with the Bank, or which are classified as such by the applicable provisions of the law.

14.2. Confidentiality

The Bank is obliged to keep information that constitutes banking secret without a time limit.

A bank secret may only be disclosed to a third party pursuant to Act CCXXXVII of 2013 on credit institutions and financial enterprises (hereinafter the "Banking Act") if:

- a) the Customer or his/her legal representative so requests or authorises, by specifying the scope of banking secrets that may be disclosed about him/her, in a notarised deed or a private document with full probative force, which is not required if the Customer makes such written declaration when entering into an agreement with the Bank, including the initiation of a change of payment account,
- b) the Banking Act exempts it from the obligation to maintain banking secrecy,
- c) the Bank's interest so requires for the sale or enforcement of its outstanding claim against the Customer,
- d) the certification body mandated by the Bank and its subcontractor become aware of this in the course of the certification procedure.

If the obligation of confidentiality is limited or lifted by law, the Bank shall not be liable for the consequences thereof.

15. Security

15.1. Provision of security

The Bank is entitled at any time during the establishment or existence of a business relationship to require the Customer to provide adequate security for all its claims or to supplement the security already provided (additional security) to the extent necessary to ensure the recovery of its claims, even if the Customer's liabilities are conditional, fixed in time or not yet due.

The Bank will only grant credit to or assume a liability for the Customer if the Customer or a third party accepted by the Bank is able to provide adequate security.

Until a security agreement is entered into, the Customer shall declare in writing the extent to which the security offered by him/her is already pledged as collateral in connection with another legal transaction.

The Bank may not accept as security

- a) securities representing ownership rights issued by itself,
- b) securities representing ownership rights issued by a company closely associated with the Bank,
- c) shares in a public limited company / close company limited by shares that is under majority control within the meaning of the Civil Code of the Bank or an undertaking closely linked to a credit institution subject to supervision on a consolidated basis.

Security may in particular be a guarantee or suretyship undertaken by a third party, the mortgaging / pledging of movable or immovable property(ies), rights or claims owned or held by the Customer or a third party, the granting the right of immediate set-off against money, securities, payment account balance or other analogous asset(s), the granting of a right of collection.

The manner and consequences of the enforcement of security shall be set out in the security agreement, forming an integral part of the agreement governing the underlying transaction.

15.2. Management of security

The Customer shall ensure that all assets, including property, rights and claims, which serve as security for the Bank's claims are maintained, that their value is preserved, that the claims pledged as security are enforceable and that they are paid to the Bank when due, subject to the terms of the security agreement. The Customer shall also be obliged to use, manage, operate and maintain the property pledged as security in favour of the Bank for its intended purpose.

The Customer shall give the Bank forthwith written notice of any change arisen, foreseeable or expected in the value, marketability and enforceability of any security.

If the ratio between the value of the security and the amount owed by the Customer changes to the detriment of the Bank compared to the ratio existing at the time of entry into of the agreement, the Customer shall be obliged to restore the original ratio, by supplementing the

security or otherwise, as specified in the security agreement, provided that if this obligation is breached, the legal consequences specified in the security agreement shall apply. The costs of reviewing the security shall be borne by the Customer.

All costs and fees incurred in connection with the provision, amendment, registration, maintenance, monitoring, management and enforcement of the security shall be borne by the Customer, except for costs incurred through the fault of the Bank.

15.3. Verification and enforcement of security

The Bank or its agent may at any time verify the existence and value of any security, and the Customer's compliance with its obligations regarding the provision and management of the security, including on the spot, subject to the requirements of reasonableness. The Customer shall cooperate with the Bank during the verification, provide the information required for verification and allow access to the documents.

If the Customer fails to meet in full any payment obligation arising from the agreement by the deadline set out in the agreement, the Bank shall be entitled to satisfy its claim from any security in the order of its choice, in accordance with the effective laws.

16. Deposit guarantee

16.1. The Customer's funds placed as deposits are covered by the guarantee of the National Deposit Insurance Fund (hereinafter referred to as the "Fund") as provided for in the Banking Act. The guarantee provided by the Fund only covers deposits registered in the Customer's name.

16.2. The guarantee provided by the Fund does not cover the deposits of

- a) publicly financed bodies,
- b) local municipalities,
- c) insurers, reinsurers, voluntary mutual insurance funds and private pension funds,
- d) investment funds, investment fund managers
- e) the Pension Insurance Fund and its managing bodies, and the pension insurance administration body,
- f) separate state monetary funds,
- g) financial institutions and payment institutions,
- h) the National Bank of Hungary,
- i) investment firms, stock exchange members or commodity exchange service providers,
- j) mandatory or voluntary deposit insurance, institutional protection, investor protection fund or Guarantee Fund of Funds

and deposits of foreign equivalents of the above.

By way of derogation from points a) and b), the guarantee provided by the Fund shall cover the deposits of a local municipality and publicly financed bodies established by the local municipality, provided that, according to the data of its annual accounts for the year that is two years before the year in question, the balance sheet total of the local municipality does not exceed five hundred thousand euros, the amount of which shall be determined on the basis of the official exchange rate on the last business day of the year that is two years before the year in question, as published by the MNB acting in its capacity as central bank.

The guarantee provided by the Fund further does not apply to deposits, in respect of which a court established in a final and binding judgement that the amounts therein originate from money laundering, and to the warranty capital of credit institutions and debt securities issued by credit institutions and promissory notes.

16.3. The Fund will first pay the person entitled to repayment the principal and then the interest on the frozen deposit, up to a maximum of one hundred thousand euros per person and credit institution, on an aggregated basis in HUF as indemnity. The amount of the indemnity in forint shall be determined on the basis of the official exchange rate published by the MNB, acting in its capacity as central bank, on the day before the date on which the repayment begins. In the case of a foreign currency deposit, the amount and limit of the indemnity shall be determined on the basis of the official exchange rate published by the MNB on the day preceding the day on which repayment commences, irrespective of the date of payment.

16.4. In excess of the above limit, the Fund shall pay to the natural person entitled to be indemnified an additional indemnity up to a maximum amount of fifty thousand euros for claims for deposits which have been placed in a segregated account during the three months preceding the start date of the repayment and their origin has been duly proven to the member institution on the date of their placement in the segregated account, as specified below:

- a) the sale of residential property, the sale of the right to rent or the right to occupy residential property, with a copy of the sale & purchase agreement or any other document that transfers the ownership, tenancy or occupancy right, dating back not more than thirty days,
- b) benefits related to termination of employment, retirement, with a certificate from the employer or payer, dating back not more than 30 days,
- c) a certificate of the insurer dating back not more than thirty days or
- d) indemnification to victims of crime or wrongfully convicted persons, as evidenced by a court decision issued not more than thirty days previously.

16.5. The Fund shall reimburse to the person eligible for repayment interest on the frozen principal amount which has not yet been capitalised and paid up to the date of commencement of the repayment, up to a maximum amount of one hundred thousand euros, at the interest rate provided for in the relevant agreement.

The depositor may not claim any payment in excess of the repayment under any title from the Fund. In the case of a joint deposit, the limit of repayment set out above shall be calculated separately for each person eligible for repayment. For the purpose of calculating the amount of the indemnity, the amount of the deposit shall be shared equally between the depositors, unless otherwise provided in the agreement.

No repayment may be paid for a deposit which is the subject of criminal proceedings for money laundering charges until the proceedings have been finally concluded.

The Fund will not pay indemnification for deposits covered by another country's deposit guarantee after the credit institution ceases to be a member.

16.6. The Fund shall pay to the person eligible for repayment first the principal and then the interest, up to a maximum of one hundred thousand euros per person and per credit institution on an aggregated basis, in HUF, if the MNB has withdrawn the Bank's licence to operate for the following reasons:

- a) there is a risk that the Bank will be unable to meet its obligations,
- b) it has not paid any of its uncontested liability within five days of its due date and its asset(s) would not be sufficient to satisfy the claims of known creditors,
- c) the conditions set out in § 17 (1) a) and b) of Act XXXVII of 2014 (Resolution Act) are fulfilled, but the MNB acting in its resolution function considers that the resolution of the credit institution is not justified in the public interest (§ 33 (1) of the Banking Act), or
- d) the Bank is unable to repay the amount owed on the uncontested deposit within five days of the due date and repayment is unlikely to be made at a later date (§ 33 (2) (c) of the Banking Act), or,
- e) the Bank was ordered to be wound up by the court.

16.7. Starting date of indemnification

The Fund will start to repay:

- a) in the event of the withdrawal of the Bank's licence to operate (pursuant to § 33 (1), (2) c) of the Banking Act): on the day following the date when the decision on the withdrawal is communicated or
- b) if liquidation proceedings are petitioned: on the day following the date when the court publishes the order on the commencement of liquidation

and make repayments available to depositors within ten business days. The depositor does not have to submit a claim to receive repayment.

16.8. The payout period may be longer if:

- a) a depositor's eligibility is uncertain or a deposit is subject to a dispute,
- b) the payment of a deposit has been restricted by governments or international organisations,
- c) under Clause 16.4 a higher limit of indemnity applies to a deposit,
- d) the deposit is held by a local municipality or
- e) repayment is made by the deposit guarantee scheme of the country where the branch is established.

16.9. If the Fund does not make the indemnification available to the depositor within seven business days, the natural person depositor may submit a written request to the Fund for an urgent payment of the deposit. Within five business days of the submission of the request for an urgent payment, the Fund shall make a partial payment to the depositor on the basis of the deposit in the register of deposits made available by the Bank, up to a maximum of four times the applicable old-age pension minimum. The amount of indemnification paid under the urgent payment shall reduce the total amount of indemnification.

- 16.10. The person eligible for indemnification may not claim payment of indemnification from the Fund beyond a limitation period of five years from the tenth business day following the day after the date on which the indemnification commences.
- 16.11. Accounts opened with the Bank in relation to a notary's, bailiff's or lawyer's custody activity are considered separate deposits (or, in the case of several accounts, each account is considered a separate deposit) from other deposits of the notary, bailiff or lawyer with the Bank for the purpose of calculating the limit of indemnity.
- 16.12. In the event of the death of a depositor, the deposits of the testator and the heirs shall be considered as separate deposits for a period of one year from the date of the probate order or the date on which the court judgment becomes final and binding or until the end of the fixed interest period, whichever is the later, and shall not be aggregated with the other deposits of the heirs for the purpose of determining the limit of indemnification as defined above. Indemnification shall be payable in respect of the deposit of the testator up to the limit specified above, irrespective of the number of heirs. This provision shall also apply to joint deposits.
- 16.13. A deposit placed by a private entrepreneur is considered a separate deposit from a deposit placed by the same person as a private individual, regardless of the date of its placement.
The provisions of the Banking Act in effect on 2 July 2015 shall apply to the deposit guarantee of a community deposit placed with a maturity date before 2 July 2015 until its maturity date. In the case of these community deposits, the indemnification limit set out above shall be taken into account per apartment in the case of condominiums and housing cooperatives and separately for each individual member of the community in the case of building societies and school savings groups, regardless of the date when the deposit was placed.
The provisions of the Banking Act in effect on 2 July 2015 shall apply until 31 August 2015 to the deposit guarantee of deposits placed before 2 July 2015 with no maturity date.
- 16.14. If the depositor has an overdue liability owed to the Bank prior to the starting date of the repayment, the Bank will exercise the right of set-off against the deposits guaranteed by the Fund.
The Bank shall notify the Fund of the set-off request by providing the Fund with the data on the deposits and shall at the same time provide evidence that it has informed the depositor (debtor) of its set-off request, by presenting the contractual terms and conditions.
If the set-off is made, the Fund will pay the depositor the amount remaining after deduction of the amount due to and transferred to the Bank.
- 16.15. In determining the amount of indemnification, all the depositor's frozen claims from the Fund member shall be added together. In the case of a deposit securing a home loan, the Fund shall make a payment if the right to receive the repaid amount can be established beyond doubt based on the agreement of the parties or a final and binding decision of a court or authority.
- 16.16. The Bank shall send the information on deposit guarantee (in accordance with Schedule 6 to the Banking Act) and the consolidated statement of guaranteed deposits deposited with the Bank to the Customer annually by post or, if the Customer has electronic banking services, by uploading the information to the electronic document repository or by other direct means (e.g. e-mail). The Bank shall provide or send the information in writing at the request of the deposit-holding Customer.

17. Complaint management, available remedies

- 17.1. The Bank has a Complaint Management Policy, which is available in branches and on the Bank's website. The Customer (including persons acting on the Customer's behalf) may submit a complaint to the Bank in the following ways:
- a) In person (verbally, in writing):
 - Retail, micro business customers in branches
 - Corporate customers through corporate contacts, staff of central sales areas
 - b) By phone on the Erste TeleBank phone numbers (Monday-Friday: from 7:00 am to 09:00 pm):
 - Retail, micro-enterprise customers: ☎ +36-1-298-0222 (Retail and Micro-enterprise TeleBank)
 - Corporate customers: ☎ : +36-1-298-0223 (Corporate TeleBank)

In the event of phone complaints, the Bank provides a live voice call within five minutes with a customer service representative and the possibility to lodge a complaint on business days between 7 am and 9 pm.
 - c) In writing, by post:
 - Residential, micro business customers:

✉ Erste Bank Hungary Zrt. Central Customer Service
1138 Budapest Népfürdő u. 24-26.

☎ Fax: +36-1-219-4784

- Corporate customers:

✉ Erste Bank Hungary Zrt., Corporate Complaint Management
1138 Budapest Népfürdő u. 24-26.

☎ Fax: +36-1-219-4766

d) By electronic mail (e-mail):

✉ erste@erstebank.hu

For the security of the Customer, the Bank will only send a general reply with no bank secret by e-mail, and therefore the Bank will send a written reply to the Customer's e-mail complaint by post to the Customer's postal address on record.

e) Via the electronic banking channel:

If the Customer is entitled to use an electronic banking service (including the online banking and mobile application service and Erste Electra), the Customer may also send his/her complaint in an electronic message to the Bank via the electronic banking channel.

The Bank will send its written reply to retail customers through the same electronic banking channel, and to small business and corporate customers by post to the mailing address registered with the Bank.

17.2. The Bank will promptly investigate and, if necessary, remedy any verbal complaint made in person or via Erste TeleBank. If it is not possible to investigate the complaint immediately or if the Customer does not accept the Bank's immediate action or response, the Bank shall take minutes of the oral complaint and its position on the complaint and, in the case of a complaint communicated in person, shall hand them over to the person who communicated the complaint. In the event of a complaint communicated by phone, the Bank shall send the description of the complaint, together with a written reply containing the reasoning, to the Customer who communicated the complaint, in which case the Bank deals with the oral complaint in accordance with the provisions applicable to written complaints.

17.3. In the event of a complaint being handled by phone, the Bank shall record the phone communication between the Bank and the Customer making the complaint by means of an audio recording, which shall be kept for five years. At the request of the Customer making the complaint, the Bank shall ensure that the audio recording can be played back and shall provide a certified transcript of the audio recording free of charge. The Bank shall provide the certified transcript of the audio recording or a copy of the audio recording within twenty-five days of the Customer's request. The Bank shall keep the complaint and the reply thereto for five years.

17.4. The Bank shall investigate the complaint submitted in writing, with the exception of complaints concerning bank cards, within thirty days of its receipt by the Bank, or within fifteen business days in the case of complaints concerning payment services and shall give a decision on the merits and send a written notification of the outcome with reasoning to the Customer. If, for reasons beyond the Bank's control, not all the elements of the payment service-related complaint can be answered within fifteen business days, the Bank shall send the Customer a provisional reply, stating the reasons for the delay in replying on the merits and the deadline for the final reply. The time limit for sending the final reply shall not be later than the thirty-fifth business day following the date on which the complaint was communicated. The Bank shall not charge the Customer any extra fee for the investigation of the complaint.

17.5. If a complaint involving a credit card requires the involvement of international organisations and/or member banks, the complaint may take longer than thirty days (up to a maximum of one hundred and fifty days) to be resolved, depending on the procedures of the international card organisations and/or member banks. In this case, the Bank will inform the Customer within thirty days, stating the reasons, that the investigation of the complaint will take longer and requesting the Customer's patience until the investigation is completed. In all other respects, the Bank will proceed as described in respect of replying to written complaints.

17.6. If the Customer re-submits a complaint with the same content as the complaint previously lodged and rejected by the Bank, and the Bank maintains its previous position following the investigation, it may also fulfil its obligation to respond by referring to the letter of response to the previous complaint and by providing the information to be provided in the event of rejection of the complaint.

17.7. Other remedies available

If a complaint is rejected or if the statutory deadline for responding to the complaint has expired without result, the Customer may exercise the following remedies:

In the case of a Customer who is a consumer:

- a) In the case of a complaint that does not constitute an individual dispute (related to a violation of the consumer protection provisions of Act CXXXIX of 2013 on the National Bank of Hungary):

Financial Consumer Protection Centre of the National Bank of Hungary (postal address: 1534 Budapest BKKP Pf.: 777, in person: at the MNB's Customer Service (1122 Budapest, Krisztina krt. 6.) or at any Government Office; by phone: 06-80-203-776, by fax: 06-1-489-9102, e-mail: ugyfelszolgalat@mn.hu);

- b) In the case of individual disputes (complaints about the entry into, validity, legal effects and termination of an agreement, as well as about breach and its effects):

Financial Mediation Board (mailing address: Financial Mediation Board H-1525 Budapest Pf.:172., phone: 06-80-203-776, e-mail: ugyfelszolgalat@mn.hu, website: www.mnb.hu/bekeltetes).

The Bank does not have a valid declaration of submission to the Financial Mediation Board. The Financial Mediation Board may issue a binding decision on the Bank in accordance with the provisions of the MNB Act in effect from time to time;

- c) In connection with service agreements initiated online, the European Parliament and the Council of Europe may initiate an out-of-court settlement of the dispute through the Online Dispute Resolution Platform (<http://ec.europa.eu/odr>) at the jointly chosen dispute resolution forum, the Financial Mediation Board in Hungary, on the basis of Regulation (EU) No 524/2013 on the online resolution of consumer disputes;
- d) By bringing an action to the competent court.

17.8. The Bank keeps electronic records of customer complaints received and the actions taken to settle and resolve them.

17.9. The Bank provides information to Customers subject to debt settlement proceedings on the detailed rules of the debt settlement procedure, in particular on the assets, revenues and liabilities that may be included in the debt settlement procedure, as well as on the conditions and legal effects of initiating debt settlement, by means of a prospectus published on its website.

18. Bank holiday

18.1. The Bank may observe a bank holiday (downtime exceeding four hours) and a service break (downtime is not exceeding four hours) on a business day for a pre-arranged downtime in the provision of its financial services, ancillary financial services or any ancillary activity within their scope.

18.2. The Bank shall give at least thirty days' prior notice in case of bank holiday and seven days' prior notice in case of service break to the Customers and the range of services affected by the bank holiday as follows:

18.3. to the Customers concerned of the bank holiday and the range of services affected by the bank holiday as follows:

- a) by announcing it on its website and in its offices open to Customers, and
b) by sending direct notice by one of the means of contact specified in Clause 10.1.

19. Processing of personal data

19.1. The Bank shall process, record, technically process and transfer the personal data of natural person Customers, natural persons representing the Customer, natural persons authorised by the Customer, natural persons providing security, other natural persons involved in legal transactions (assisting third parties, witnesses, interpreters, translators) and persons interested in the services (hereinafter collectively referred to in this Clause 19 as the "data subject") in accordance with the provisions of Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information, the Banking Act, Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (hereinafter the "General Data Protection Regulation") and other laws on the protection of Customers' personal data.

- 19.2. In order to comply with data security requirements, the Bank shall ensure the technical protection and security of the data subject's personal data, in particular against unauthorised access, alteration, transmission, disclosure, erasure or destruction, accidental destruction or accidental damage.
- 19.3. The Bank complies with its obligation to provide prior information on the processing of personal data under the General Data Protection Regulation in its Privacy Notice, which is available to data subjects on the Bank's website and in its branches. In particular, the Privacy Notice provides information on the data protection rights of the data subjects, the data processed about them, their source, the purpose, legal basis and duration of the processing, the name and address of the data processor, if a third party data processor is used, and the data processor's activities in connection with the processing, and, in the event of the transfer of the data subject's personal data, the legal basis and purpose of such transfer. The data subject shall have the right to inspect at any time which of his or her personal data are processed by the Bank, as set out in the Privacy Notice.
- 19.4. The Bank may engage a data processor (entity performing outsourced activities, retained to enforce claims, financial intermediary, etc.) to carry out technical tasks related to data processing operations and may transfer personal data to or receive personal data from the data processing service provider. The Bank, as data controller, is responsible for the lawfulness of the instructions given to the processor regarding the processing operations.
- 19.5. In accordance with the provisions of data protection laws and the Banking Act, the Bank is entitled to transfer the Customer's data recorded in connection with certain agreements of the Customer to the member of the Bank with a controlling interest (Erste Group Bank AG), companies belonging to the Bank's banking group (the exact list of which is set out in the Privacy Notice), in order to ensure the flow of data between these companies, within the framework of data transfer agreements entered into between these parties, if the purpose of the transfer is:
- a) risk analysis, risk management and prevention (including information security risk analysis);
 - b) customer, transaction and credit ratings;
 - c) statistical analysis;
 - d) market research, customer satisfaction survey, public opinion polling;
 - e) ensuring quality and efficient customer service, including in particular the operation of IT systems that support customer service and keeping in contact;
 - f) prevention of money laundering, terrorist financing and fraud prevention;
 - g) monitoring and supervising the Bank's activities (data on litigation, outsourcing agreements, etc.).
- In the event of data transfers, the Bank shall ensure that Erste Group Bank AG guarantees the appropriate level of protection required by the applicable Hungarian data protection laws to ensure the security of the transferred customer data.

20. Data processing related to the Central Credit Information System

- 20.1. In order to fulfil its obligation under Act CXXII of 2011 on the Central Credit Information System (hereinafter referred to as the "CCIS Act"), the Bank, as a reference data provider, shall collect the personal, company, credit and other data of the Customer available to it in connection with the financial service used - which are processed by the financial undertaking managing the central credit information system (BISZ Central Credit Information Zrt, (hereinafter referred to as "BISZ") - to the Central Credit Information System (CCIS) in order to better assess the creditworthiness of the Customer, to fulfil the conditions for responsible lending and to promote the reduction of credit risk for the security of debtors and reference data providers.
- The reference data provided may be used for the purpose specified in the CCIS Act, for the purpose of making a decision on the basis of which a financial service agreement is entered into or for the purpose of providing information to any reference data provider.

Transfer of reference data to the CCIS

20.2. Transfers of data in respect of natural persons

- a) Information on the entry into of agreements:
The Bank shall provide the following reference data to BISZ immediately after entering into an agreement for the provision of credit and money lending, financial leasing, direct payment guarantees and bank guarantees and other bank liabilities (hereinafter referred to as the "agreement subject to data reporting"):
 - identification data: name, name at birth, date and place of birth, mother's name at birth, identity card (passport) number or the number of any other identification document suitable for proving identity pursuant to Act LXVI of 1992 on the registration of personal data and address of citizens, address, postal address, e-mail address;

- the data concerning the agreement subject to data reporting: type and identification (number) of the agreement; date of entry into, expiry and termination of the agreement; status of the customer (debtor, co-debtor); amount and currency of the agreement, as well as the method and frequency of repayment, amount and currency of the instalment of the contract amount.

b) Disclosure of misrepresentation:

The Bank shall also provide BISZ with the reference data (identification data and the following contractual data: date of rejection of the application, reason, documentary evidence, number of the final court decision, name of the court, content of the operative part of the decision) of the natural person who has provided false information when initiating an agreement subject to the data reporting referred to in Clause 20.2. (a) and this can be proved by documentary evidence or, as a result of the use of false or falsified documents, has been found guilty by a court in a final and binding decision of a criminal offence under §274 to 277 of Act IV of 1978 on the Criminal Code in effect until 30 June 2013 or § 342, 343, 345 and 346 of Act C of 2012 on the Criminal Code (Criminal Code).

c) Reporting of events relating to cash substitute payment instruments:

The Bank shall also provide BISZ with the reference data (identification data and the following contractual data: type and identifier/number of the cash substitute payment instrument, date of blocking, date, number and amount of transactions carried out with the blocked cash substitute payment instrument, number of unauthorised uses, amount of damage caused, date of final and binding court decision, note referring to any litigation) of the natural person who the court has found guilty of the crime defined in § 313/C of Act IV of 1978 in effect until 30 June 2013 or in § 374(5) and Article 393 of the Criminal Code.

d) Information on overdue and unpaid liabilities:

The Bank shall also provide BISZ with the identification data defined in Clause 20.2 (a) of the natural person customer (and contractual data: type and identifier /number/ of the agreement, date of signing, expiry and termination of the agreement, status of the customer /debtor, co-debtor/, amount of the agreement, amount and currency of the instalment of the contract amount, method and frequency of repayment, start of the default of payment, the amount of the overdue and unpaid liabilities, the manner and date of termination of the overdue and unpaid liabilities, a note referring to the transfer of the claim to another reference data provider, a note referring to any litigation, the fact and time of prepayment, the amount of the prepayment and the amount and currency of the outstanding principal), who did not comply with his or her payment obligations undertaken in the agreement subject to the data reporting defined in Clause 20.2 (a) in such a way that the amount of the overdue and unpaid liabilities exceeds the smallest amount of the minimum monthly wage in effect at the start date of the default and the default in excess of this minimum wage has persisted continuously for more than 90 days.

Thirty days prior to the planned transfer, the Bank will inform the data subject in writing that his/her reference data will be transferred the CCIS if he/she does not comply with his/her obligations undertaken in the agreement.

In the event of the simultaneous existence of several legal relationships with the Bank, the Bank shall take the afore-mentioned defaults into account separately in respect of each legal relationship.

20.3. Data transmission for businesses

a) Information on the entry into of agreements:

The Bank shall transmit BISZ the identification data of the enterprise relating to the entry into of a facility and loan agreement and financial leasing or direct payment guarantee and bank guarantee and other bank obligations (hereinafter the "agreement subject to data reporting") (company name, name, registered seat, company registration number, private entrepreneur's registration number, tax number) and the agreement specific data (type and identifier (number) of the agreement, date of signing, expiry, termination, method of termination, amount and currency of the agreement, method and frequency of repayment, amount and currency of the instalment of the amount in the agreement

b) Information on liabilities over thirty days overdue:

The Bank shall provide BISZ with the following reference data of the enterprise that does not fulfil its payment obligation under the agreement subject to data reporting in such a way that its overdue and unpaid liabilities have persisted for more than thirty days (identification data: company name, name, registered seat, company registration number, private entrepreneur's registration number, tax number; data of the agreement subject to data reporting: the agreement specific data (type and identifier (number) of the agreement, date of signing, expiry, termination, method of termination, amount and currency of the agreement, method and frequency of repayment, amount and currency of the instalment of the amount in the agreement; date of default; amount of the outstanding and unpaid liabilities at the time of default; the due date and amount of the overdue and unpaid liabilities; the date and method of termination of the overdue and unpaid liabilities; a reference to the transfer of the liabilities to another reference data provider, reference to any litigation; the fact and time of prepayment, the prepaid amount the amount and currency of the outstanding principal; the amount and currency of the outstanding principal.)

- c) Provision of information on queued claims and events involving cash substitute payment instruments:
The Bank shall provide BISZ with the reference data of the enterprise (identification data and the following agreement specific data: contract ID/number, bank account number, date of signing, expiry and termination of the agreement, amount of the receivables in the queue, currency, start and termination date of the queuing and reference to any litigation), against whose payment account it keeps a record of a queue of receivables in excess of HUF 1 million for a period exceeding 30 days without interruption due to lack of funds, and the reference data (identification data and the date of signing, expiry, termination, suspension of the agreement and reference to any litigation) of the company whose agreement for the acceptance of a cash substitute payment instrument with the Bank has been terminated or suspended by the Bank due to breach of its obligation under the agreement for the acceptance of a cash substitute payment instrument entered into with the Bank.

Customer protection

- 20.4. Prior to the transfer of reference data pursuant to Clause 20.2 a), the natural person Customer shall declare in writing to the Bank whether he/she consents to the transfer of his/her data processed in the CCIS from the CCIS to another reference data provider. Such consent may be given at any time while the data are on record in the CCIS. If the customer does not consent to the transfer of his/her data from the CCIS, the CCIS will contain, in addition to the reference data, the data relating to the refusal to consent, such as the date of the declaration (place, date), the identification data of the reference data provider, the identification data of the customer and a reference to the refusal to consent. The written declaration shall apply to all agreements subject to data reporting. If the Customer subsequently changes the content of its written declaration in relation to his/her agreements subject to data reporting and withdraws or gives his/her written consent, the written declaration of the latest date shall in any case govern all agreements subject to data reporting.
- 20.5. In the cases set out in Clauses 20.2(b) to (d), the consent of our natural person customers is not required for the transfer of data processed by the reference data provider to another reference data provider.
If the conditions set out in the CCIS Act are met, the Bank is obliged to submit the reference data it processes to BISZ in writing within five business days.
Date of transmission of the Bank's reference data:
a) the expiry of the period which triggered the reporting of the data specified in Clauses 20.2. a) and 20.3. a),
b) the expiry of the period which triggered the reporting of the data specified in Clauses 20.2. d) and 20.3. b) to c),
c) the date of availability of the documentary evidence in the case specified in Clause 20.2. b),
d) in the cases provided for in Clause 20.2. b) to c), the date on which the content of the final and binding court decision becomes known,
e) the date of termination or suspension of the agreement for the acceptance of a cash substitute payment instrument defined in Clause 20.3.
- 20.6. In the event of a change to the reference data already provided, the Bank shall provide BISZ with the changed data in writing within five business days of becoming aware of the change.
The Bank shall provide BISZ with the reference data on the amount and currency of the outstanding principal, the amount and currency of the instalment of the contractual amount by the fifth business day following the relevant month.
If the natural person Customer on record makes a prepayment during the term of the agreement subject of the data reporting, the Bank shall provide the following data to BISZ within five business days of the prepayment:
a) the fact and time of the prepayment,
b) the amount prepaid and the amount and currency of the outstanding principal.
The Bank is obliged to inform the person on record in writing within five business days of the transfer of the data - with the exception of the regular monthly transfer of data on the amount of the outstanding principal and the amount and currency of the repayment instalment of the contractual amount.
- 20.7. Any reference data provider, including the Bank, may be asked to provide information about what data of the data subject are on record in the CCIS and which reference data provider provided such data.
The person on record has unrestricted access to his or her own data recorded in the CCIS, as well as information on who, when and under what legal title had access to these data, and for that no fees or charges can be charged.
The Bank shall forward the request for information to BISZ without delay, but no later than within two business days, and BISZ shall send the requested information within three days to the Bank in the form of a document sent by registered post with proof of delivery in a closed envelope, and the Bank shall forward it to the applicant without delay upon receipt, but no later than within two business days, also in the form of a document sent by registered post with proof of delivery in a closed envelope.
BISZ may also fulfil its obligation to provide information by electronic means if the person requesting the information so requests.

20.8. The person on record may lodge a complaint about the transfer of his/her reference data to BISZ with the Bank or BISZ, to the processing of such data by BISZ and may request the correction or deletion of the reference data.

The Bank shall investigate the complaint within five business days of its receipt by the Bank and shall inform the person on record of the result in writing, in the form of a document dispatched with proof of delivery, without delay, but no later than two business days after the conclusion of the investigation.

If the Bank accepts the complaint, the reference data corrected or to be deleted shall be forwarded to BISZ without delay, but no later than within five business days, and BISZ shall notify the person on record of the change within two business days.

BISZ shall give notice of the correction or deletion without delay, but within two business days at the latest, to all reference data providers to which it has transmitted reference data on the person on record prior to the correction or deletion.

The person on record may, within thirty days of receipt of the information on the subject of his/her complaint or, if the Bank or BISZ fails to comply with the obligation to provide information within the time limit set, within thirty days of the expiry of the time limit set for the provision of information, bring an action before the local court competent at the place where the person on record resides against the Bank and BISZ for the transfer and processing of his/her reference data, or for their correction or deletion, or due to the failure to comply with the obligation to provide information. BISZ is obliged to keep the start of litigation with the disputed reference data on file until the proceedings are finally and conclusively concluded.

20.9. BISZ will keep the reference data for five years from the date specified below, subject to the exceptions specified.

After the expiry of the fifth year or, in the case of a natural person, in the event of withdrawal of consent to further processing pursuant to Clause 20.10 after the termination of the contractual relationship, it shall permanently and irreversibly delete them.

Start of the calculation of the time limit for processing:

- a) in the case specified in Clauses 20.2. d) and 20.3. b), if the liability has not been discharged, the end of the fifth year from the date of the data transfer under this Chapter;
- b) the date of the data transfer in the case specified in Clauses 20.2(b) to (c) and 20.3(c) (events involving a cash substitute for payment instrument);
- c) the date of queuing claims in the case specified in Clause 20.3. c);
- d) the date of termination of the enterprise's agreement for financial services.

BISZ will delete the reference data immediately and irreversibly if the reference data provider cannot be identified or if it becomes aware that the reference data has been unlawfully entered into the CCIS.

If any overdue liability arising from an agreement subject to data reporting is settled, BISZ shall immediately and irreversibly delete the reference data specified in Clause 20.2. d) after one year from the date of settlement.

20.10. BISZ shall permanently and irreversibly delete the reference data of the natural person on record in accordance with Clause 20.2. a) within one business day after the termination of the contractual relationship, with the following exception.

At the time of the entry into of the agreement or during the term of the agreement, a natural person on record may request BISZ in writing, through the Bank, to process his/her data for a maximum period of five years after the termination of the contractual relationship. The withdrawal of the consent to the processing of data after the termination of the contractual relationship may be requested in writing at any time until the termination of the contractual relationship through the Bank, and thereafter directly from BISZ.

II. Provisions applicable to mortgage loans to consumers and to loans subject to HUF conversion of foreign currency loans

The special conditions for mortgage-based loan and credit products and loan products involving the HUF conversion of foreign currency loan, facility and financial lease agreements (hereinafter collectively referred to as "loan" in this Chapter II) granted to consumers shall be governed by this Chapter II.

1. Applying for a loan, credit assessment

- 1.1. The terms and conditions of loan products are set out in the relevant product brochures, which are available on the Bank's website and in the branches.
- 1.2. Loans are available to anyone who is deemed creditworthy by the Bank in the course of credit assessment. The Bank shall act in accordance with the laws and its internal regulations when assessing creditworthiness. The Customer may submit his/her credit application to the Bank in writing, in the form prescribed by the Bank or, if the application can be submitted online, via electronic banking channel. The credit application shall include the submission of documents, certificates and other information required by the Bank.
- 1.3. The Bank will accept the Customer's credit application if it has all the credit documentation necessary and data required by the Bank for the application. The Bank will inform the Customer of the conditions for the acceptance of credit applications and the documents required.

In order for a loan application to be considered, the Customer shall provide the documents and personal data and information requested by the Bank in a certified and complete form. The Bank approves or rejects the Customer's credit application depending on the result of the customer's due diligence or assessment of creditworthiness and is not obliged to give reasons for its decision. The Bank shall inform the Customer of the result of the credit assessment, and in the case of a positive credit assessment the Bank shall enter into a loan agreement, and in the case of a negative credit assessment the Bank shall reject the loan application.

2. Entry into of the loan agreement

- 2.1. The Bank provides the Customer with general and customized information prior to the entry into of the loan agreement. The Bank may provide the information and its verification by electronic means.
- 2.2. The Bank ensures that the Customer applying for a loan is familiar with the draft loan agreement, the Business Rules and the Bank's Announcement before signing.

The Bank prepares a draft agreement, which is delivered to the Customer on paper or electronically at least three days before the entry into of the agreement, if the conditions are met.

The draft agreement shall constitute a binding offer on the part of the Bank. The Bank shall be bound by the offer for a period of fifteen days from the date of the provision of the draft agreement to the Customer. The Customer may not accept the agreement until three days have elapsed from the date on which the draft agreement is made available to him or her, the earliest date on which the agreement may be entered into being the date following the expiry of the three days.

- 2.3. The loan agreement is signed in the simultaneous physical presence of the parties. The loan agreement shall be made in writing. The loan agreement signed by all parties shall, unless otherwise provided, enter into force on the date of signing. The borrowing Customer is the person named as the borrower in the loan agreement.
- 2.4. The loan and the mortgage agreement that serves as security or the unilateral declaration of covenant made on the basis thereof shall be notarised as a condition for the utilisation of the loan. The cost of notarisation shall be borne by the borrowing Customer.

3. Interest, fees and charges

3.1. Methods of interest bearing

- a) fixed rate: the interest rate does not change during the term of the loan;
- b) variable rate: the interest rate varies from one interest period to the next over the term of the loan, as specified in the agreement. The interest rate is typically linked to an external reference rate that is independent of the Bank. The interest payable by the borrowing Customer usually consists of two parts: the reference rate and the interest margin set by the Bank. The interest margin may vary according to the conditions laid down in the law and in the agreement;
- c) interest rate that can be changed: the interest rate may vary periodically, from one interest period to another, during the term of the loan if the Bank exercises its unilateral right to change the interest rate, as provided for in the law and in the agreement.

Interest period: shows the frequency of changes to the interest rate applicable to the transaction. The interest rate within an interest period is fixed and can only be changed at the start of an interest period. The interest period may differ from the transaction year, but their first starting dates are always the same. The frequency of the interest period cannot be changed during the term.

Reference Interest rate: the prevailing benchmark interest rate available to the public as the basis for the calculation of any applicable interest rate, the level of which is outside the Bank's control.

3.2. Determination of interest for loan agreements entered into after 1 February 2015

For loans with a maximum term of 3 years, over the entire term

- a) with a fixed interest rate or
- b) with a variable rate linked to a reference rate and a fixed margin.

For loans with a maturity of more than 3 years

- a) with a variable rate linked to a reference rate and an interest margin fixed over the entire duration of the loan or at least in 3-year interest periods,
- b) with a lending rate fixed at least in 3-year interest periods, or
- c) with a fixed interest rate.

In the case of loans with variable interest rates linked to a reference rate, the Bank only applies a reference rate published on the MNB's website. If the range of reference interest rates changes on the MNB's website and the reference interest rates applied by the Bank also change, the Bank will communicate it by means of an Announcement.

3.3. The borrowing Customer is obliged to pay the Bank transaction interest on the amount of the loan utilised (disbursed). The annual interest rate on the loan shall be the rate set out in the Announcement in effect at the time of acceptance of the loan application.

3.4. Types of interest on transactions

- a) Reference interest:
 - Reference rate applied by the Bank: BUBOR
 - In the case of a reference rate, the interest payable on the transaction by the borrowing Customer: reference rate + interest margin
 - The interest margin remains fixed throughout the interest period.
- b) Interest rate fixed per interest period and varying from period to period:
 - Interest period: 3, 5 or 10 years
 - The interest rate on the transaction is fixed per interest period and can be adjusted every 3, 5 or 10 years according to the interest rate variation index published by the MNB as set out in the loan agreement at the start of an interest period.

The interest variation index applied by the Bank: H3K3/5/10

c) Interest is fixed for the entire term:

- In the case of a fixed-rate loan, the Bank does not unilaterally change the interest rate during the term.

3.5. The type, amount and due date of the fees and charges payable by the borrowing Customer under the loan agreement are set out in the Announcement.

4. Aggregate percentage rate

Pursuant to Government Decree 83/2010 (III.25.), the Bank shall provide the aggregate percentage rate (hereinafter the "APR"), which expresses as a single figure the principal amount repayable under the loan agreement, all charges (interest, fees, charges, taxes) and the costs of ancillary services related to the loan, if known.

The following formula is used to calculate the APR:

$$\sum_{k=1}^m C_k (1+X)^{-t_k} = \sum_{l=1}^{m'} D_l (1+X)^{-s_l}$$

C_k : the amount of loan instalment no. k , less the costs associated with the loan up to the first utilisation,

D_l : the amount of instalment or fee payment no. l ,

m : the number of loan utilisations,

m' : the serial number of the last instalment or fee payment,

t_k : the period between the date of the first utilisation and the date of each subsequent utilisation, in terms of years and as a fraction of one year, therefore $t_1 = 0$,

s_l : the period between the date of the first utilisation and the date of each repayment or fee payment, expressed in terms of years and as a fraction of one year,

X : the value of the APR.

The APR values are determined, subject to the current conditions and laws in effect, and may be subject to change in the event of any change in the conditions, with the understanding that the APR indicator does not reflect the interest rate risk of individual loans.

The detailed rules for calculating the APR are set out in the Announcement.

5. Disbursement of the loan

5.1. The loan will be disbursed in a lump sum or in instalments once the conditions for utilisation have been met.

5.2. The disbursement is made by transfer to the payment account of the borrowing Customer or, in the case of a purchase loan, to the payment account specified in the purchase contract.

5.3. If additional conditions are required to be fulfilled by the borrowing Customer for the utilisation of the full amount of the loan, the Bank shall block the full amount of the loan disbursed to the borrowing Customer's payment account from the moment it is disbursed, with the effect that the loan shall be outside the disposal of the borrowing Customer until the borrowing Customer fulfils the conditions for utilisation as provided for in the loan agreement.

6. Repayment of the loan

6.1. The loan shall be repaid by direct debit from the borrowing Customer's payment account with the Bank.

6.2. The repayment method: annuity repayment, with monthly equal repayments. In the case of utilisation in instalments, the Bank will charge interest on the amount already utilised until the full amount of the loan is utilised, on the basis of the standard interest calculation.

- 6.3. The first repayment obligation is due on the 15th day of the month following the start date of the first year of the transaction. Thereafter, the monthly instalment shall be due on the 15th of each month. If the due date is a public holiday, it shall be the first business day thereafter.

7. Unilateral amendment of the loan agreement

General rule

- 7.1. Only the interest, margin, costs and fees set out in the loan agreement may be unilaterally modified to the disadvantage of the borrowing Customer. No other term or condition may be unilaterally modified to the disadvantage of the borrowing Customer.

The Bank may only change the interest rate of the loan agreement to the disadvantage of the borrowing Customer only if the following conditions occur, having an actual impact on the interest rate:

Unilateral amendment of the interest rate

- 7.2. For loan agreements with an interest rate fixed per interest period

The Bank is entitled to unilaterally change the interest rate of the transaction from one interest period to the next based on the interest rate variation index applied. The Bank shall notify the borrowing Customer directly by letter within ninety days prior to the effective date of the change and shall also publish the change in the Announcement. If the change in the interest rate variation index allows for a reduction in the transaction interest rate, the Bank shall apply this.

The Bank may adjust the interest rate up to five times during the term of the loan after the expiry of each interest period, up to a rate calculated by applying the interest rate variation index specified in the loan agreement.

The borrowing Customer has the possibility to change the length of the next interest period at the start of the interest period free of charge. The Bank shall notify the borrowing Customer of the possibility to change the interest period at least ninety days before the interest period expires, together with information on the interest rate following the start of the interest period. If the borrowing Customer wishes to change the length of the interest period under the conditions set by the Bank, he/she shall notify the Bank in writing of his/her intention to do so at least thirty days before the end of the interest period. The length of the interest period shall be automatically modified upon the borrowing Customer's (borrower's) declaration from the start date.

- 7.3. For a fixed-rate loan agreement

The Bank is only entitled to adjust the interest rate on the basis of the interest rate variation index published on the MNB website.

Interest rate variation index: a publicly available index that objectively expresses the change in circumstances related to the cost of refinancing and the provision of credit that are outside the scope of business risk, beyond the control and independent of lenders, and which is used as a basis for calculating interest rate adjustments.

- 7.4. For a loan agreement with an interest rate linked to the reference rate

The reference rate is adjusted by the Bank to the reference rate in effect two days before the last business day of the month preceding the start date of the interest period at intervals corresponding to the term of the reference rate specified in the loan agreement.

From the interest rate of the transaction, the reference interest rate is automatically adjusted with the change in the reference rate, from the start of the reference interest period of the transaction.

From the interest rate of the transaction, the margin shall be adjusted according to the margin variation index specified in the loan agreement, from the start of the margin period of the transaction.

The Bank is only entitled to adjust the interest rate on the basis of the margin variation index published on the MNB website.

Margin variation index: the interest variation index used as the basis for the change in the margin.

The Bank may unilaterally amend the agreement up to five times during the term of the loan agreement. In this context, the Bank may modify the interest rate or the margin. After the end of each interest period

- a) the interest rate may be changed by applying the interest rate variation index specified in the loan agreement and published on the MNB website,
- b) the interest margin may be changed by applying the margin variation index specified in the loan agreement and published on the MNB website.

The Bank shall only apply the interest rate variation or margin variation index published by the MNB.

The Bank determines the interest rate or the interest margin applied in the new interest period by taking into account the interest rate variation or margin variation index on the 120th day preceding the end of the interest period.

The Bank shall specify the interest rate variation, margin variation index or reference rate applied in the loan agreement. It cannot be unilaterally changed during the term of the loan.

If, however, an interest rate variation index, a margin variation index or a reference rate becomes inappropriate due to a material change in the circumstances that determined its construction, the MNB will remove it from its website and at the same time indicate the interest rate variation index, margin variation index or reference rate that replaces it. In such a case, the replacement index or interest rate shall replace the index or interest rate under the loan agreement.

Clause 12 of the Business Rules does not apply to the loan agreements under this Chapter.

If the Bank has applied a more favourable interest rate or interest margin than the rate allowed by the interest rate variation or margin variation index, the Bank is entitled to include the discount on the interest rate or margin in subsequent interest periods in the interest rate or margin to be reduced up to the extent of the discount.

If the conditions on the basis of which the loan agreement is unilaterally amended allow for a reduction in the lending rate, interest margin, costs or fees, the Bank shall apply this in favour of the Customer.

- 7.5. The interest rate on home loan agreements entered into before 1 May 2004 may be changed to the borrowing Customer's disadvantage only if the following conditions occur, having an actual effect on the interest rate:
- a) adverse changes in the bank's cost of funds and its ability to raise funds,
 - b) changes in credit risk,
 - c) a change in law that increases the cost of the Bank's relevant activity and directly and closely affects the legal relations under loan or facility agreements.

An unfavourable change in the cost of funds or the ability to raise funds implies the occurrence of at least one of the following events:

- a) an increase in the base rate of the central bank,
- b) a rise in interbank money market interest rates,
- c) an increase in interest rates on the Bank's tied customer deposits,
- d) an increase in the interest rate on publicly issued securities providing refinancing,
- e) a demonstrable increase in the costs of loan and borrowing agreements used to refinance the Bank's lending activities.

The change in credit risk can be understood in the following cases:

- a) in the event of a reclassification of a given customer or credit transaction to a higher risk category on the basis of the Bank's asset rating or internal borrower rating policy, if the reclassification is due to an at least 10% change in
 - the amount of the loan, or
 - the value of the real property serving as securityprovided that this change significantly jeopardises the repayment of the loan.
This rule does not apply if the amount of the loan expressed in HUF increases due to exchange rate changes.

- b) in the event of an increase in the risk of credit transactions or customers belonging to the same risk category according to the Bank's asset rating or internal borrower rating rules, if the increase in risk justifies an increase in the impairment in the given risk category and thus in the risk premium applied.
This option is only applicable to a loan transaction of a borrowing Customer who is in default for more than thirty days.

- 7.6. In the case of loans granted with a state interest subsidy and loans financed by mortgage bonds, unilateral amendments may be made to agreements under the conditions laid down by law. In the case of these subsidised transactions, the Bank is not entitled to unilaterally modify the interest rate. An interest rate adjustment applied by the Bank on the basis of the reference rate in effect at the start of the transaction year shall not constitute a unilateral increase of the interest rate.

Unilateral changes to costs, fees

- 7.7. In the loan agreement entered into after 1 February 2015, in addition to the interest, the Bank may also specify any cost incurred in the course of concluding, amending the loan agreement and maintaining contact with the borrowing Customer directly in the interest of the borrowing Customer, in connection with third party services which can be passed on to the borrowing Customer. Any modification of the costs thus specified in the loan agreement may be made to the disadvantage of the borrowing Customer only in proportion to the increase in such costs.

In loan agreements entered into after 1 February 2015, in addition to interest, the Bank may only charge a fee, excluding the costs directly related to the utilisation of the loan, the availability of the facility and any prepayment by the borrowing Customer, as specified item by item in the loan agreement, in connection with the entry into, amendment and termination of the agreement and its administration costs. The Bank may increase the costs and charges once a year, with effect from 1 April, for the first time on 1 April 2016, by up to the rate of the annual consumer price index for the previous year published by the Central Statistical Office. Fees and charges set in percentage terms under the loan agreement may be denominated in the currency of the loan, and fees and charges set as a sum may only be denominated in HUF.

The fees, commissions and charges indicated in loan agreements that were entered into between 1 May 2004 and 19 July 2014 and underwent conversion, remain part of the loan agreement without any change.

- 7.8. Information on the unilateral amendment of an agreement

If the Bank initiates a unilateral amendment of the loan agreement made with the borrowing Customer concerning interest, fees or charges, which is unfavourable to the Customer - and thereby unilaterally modifying the Announcement and/or the Rules of Business and/or the GTC and/or the agreement to the disadvantage of the Customer - the Bank shall inform the Customer of the amendment before it enters into force, within the time limit set by law and by means of an Announcement published in the branches. It shall also notify the Customer concerned by post or on a durable medium of the amendment and of the expected repayment instalment to be made following the amendment and shall make the amendment available to Customers on the Bank's website.

In the case of an interest rate linked to the reference rate, the Bank will provide information on changes to the reference rate by means of an Announcement published on its website and in its branches.

In the event of a change to the interest periods of the loan agreement, the Bank shall inform the borrowing Customer at least ninety days before the end of the interest period of

- a) the rate of interest or margin applicable for the new interest period,
- b) the expected amount of the instalments to be paid following the amendment and, if as a result the number of instalments or the frequency of repayments changes, of the fact of the change.

In the event of a modification of a fee or charge other than the interest rate of the loan agreement, the Bank shall notify the borrowing Customer at least thirty days before the modification takes effect of

- a) the fact of the amendment,
- b) the new rate/amount of the fee or charge, and
- c) the expected amount of the instalments to be paid following the modification and, if as a result the number of instalments or the frequency of repayments changes, of the fact of the change.

In the case of a loan granted with a state interest subsidy, the Bank shall publish the unilateral change in the interest rate, fee or charge in an Announcement published in the branches and made available on its website at least fifteen days before the change comes into force.

- 7.9. Other information related to loan agreements

The Bank sends a written statement (annual loan reconciliation, interest statement) to the borrowing Customer:

- a) once a year,

- b) at the expiry of the loan agreement and
- c) at the start of each interest period.

The annual loan reconciliation statement also includes a repayment table of the outstanding liability of the borrowing Customer. In addition, during the term of the loan agreement, the Bank will provide the borrowing Customer, upon request, with a statement of the outstanding liability in the form of a repayment table, free of fees, charges and other payment obligations.

The Customer may request a statement of his/her individual transactions in the five years before he/she makes this request, subject to payment of the fee set out in the Announcement. The Bank shall provide the Customer with the requested statement in Hungarian within ninety days.

8. Prepayment and final repayment of the loan

- 8.1. If the borrowing Customer wishes to repay the loan in full or in part before maturity, he/she shall notify the Bank in advance of his/her intention to prepay or repay the loan.
- 8.2. The amount to be prepaid or repaid will be settled within five business days if the borrowing Customer notifies the Bank of his/her intention to prepay or finally repay the amount before the date proposed by the borrowing Customer and the amount to be prepaid or redeemed is available for collection in his/her payment account with the Bank.
- 8.3. In the event of prepayment, the Bank may, at the borrowing Customer's request.
 - a) reduce the fixed amount of the monthly instalments with an unchanged maturity, or
 - b) reduces the maturity with no change in the payment obligation.
- 8.4. The Bank will execute the prepayment or repayment if the amount made available for it is sufficient to execute the prepayment or final repayment in full (including the prepayment or final repayment fee). In the event of the intention of final repayment, if the amount made available is not sufficient for the execution of the final repayment, the Bank shall execute a partial prepayment only upon the separate written request of the borrowing Customer for partial prepayment.

9. Late payment, termination of loan agreement

- 9.1. Late payment, interest on late payment

In the event of late payment by the borrowing Customer, the default interest charged by the Bank for the period of the late payment may not exceed one and a half times the transaction interest rate stipulated in the loan agreement, plus a maximum of three percentage points, and may not be higher than the maximum of the aggregate percentage rate determined for loan agreements.

In respect of home loan agreements the Bank may not charge default interest, costs, fees or charges for the default of the borrowing Customer after the ninetieth day following the termination of the agreement, in an amount exceeding the transaction interest and service charges valid on the day before the termination date.

- 9.2. Termination by the borrowing Customer (borrower)

If, after the expiry of the interest period set out in the loan agreement, the interest rate or the interest margin for the new interest period changes to the disadvantage of the Customer, the borrowing Customer is entitled to terminate the loan agreement free of charge and without any fees.

The borrowing Customer shall notify the Bank of the termination sixty days before the end of the interest period. For the termination to be valid, the borrowing Customer shall pay the outstanding amount owed to the Bank no later than the last day of the interest period.

- 9.3. Right of withdrawal

The borrowing Customer may withdraw from the loan agreement without giving any reason within fourteen days from the date of entry into of the agreement if the loan has not yet been utilised. The borrowing Customer may terminate the loan agreement without charge within fourteen days from the date of entry into of the agreement if the loan has already been disbursed by the Bank.

The borrowing Customer shall repay the Bank the amount of the loan taken out and the interest payable from the utilisation date of the loan until the date of repayment, as determined under the loan agreement, immediately, but not later than within thirty days of sending the notice of withdrawal (termination).

The exercise of the right of withdrawal also terminates the agreement for ancillary services related to the loan, which relates to the provision of services by the Bank or by a third party on the basis of a prior agreement between the Bank and the third party.

10. Qualified Consumer Friendly Home Loan

10.1. The Bank provides the use of the mortgage-backed consumer home loan product qualified by the MNB to Customers who are consumers. The Bank may use the qualification 'Qualified Consumer Friendly Home Loan' (hereinafter referred to as "Qualified Consumer Friendly Home Loan") on the basis of MNB Decision No. 111880-16/2017. The detailed terms and conditions of the Qualified Consumer Friendly Home Loans are set out in the Business Rules, the Announcement and the loan agreement.

10.2. The Bank will make an irrevocable offer to the Customer applying for a loan, based on the data provided by the Customer, upon acceptance, in accordance with the terms and conditions set out in the Product Specification. The offer shall be binding for a period not shorter than ninety days after the offer is issued, but not more than fifteen days from the date of the delivery of the binding offer pursuant to CLXII of 2009 on credit to consumers (hereinafter referred to as the "Consumer Loan Act").

10.3. The Bank specifies the purpose of the loan, the amount, the currency, the term, the conditions for the utilisation of the loan, the security and the kinds of real estate that can be accepted as security in the Product Specification of the Qualified Consumer Friendly Home Loan. The conditions for the utilisation of the loan and the repayment of the loan are set out in the loan agreement.

10.4. A Qualified Consumer Friendly Home Loan is a loan with an interest rate fixed for interest periods or with a fixed interest rate until the end of the term.

- a) In the case of interest rates fixed for interest periods, the initial interest rate may not exceed by more than 3.5 percentage points the value of the reference rate used as the basis for the interest variation index set by the MNB in respect the Qualified Consumer Friendly Home Loan.
- b) In the case of an interest rate fixed until the end of the term, the initial interest rate may not be higher than the interest rate for a maturity corresponding to the term of the Qualified Consumer Friendly Home Loan of the reference rate chosen by the Bank providing a base for the interest rate variation indices (except the HOK indicator) published on the MNB website, or, if a maturity corresponding to the term of the chosen reference rate is not available, the rate of the maturity nearest to the term of the chosen reference rate, plus 3,5 percentage points, as applicable on the fifteenth day before the last business day of the month preceding the acceptance.

10.5. Unilateral modification of the interest rate

The Bank is entitled to change the interest rate of the transaction with an interest rate fixed for the interest period at the intervals specified in the loan agreement (per interest period). In the case of fixed-rate transactions, the interest rate may not be changed until the end of the term.

The Bank is entitled to unilaterally change the interest rate for the transaction from the interest rate variation indices published on the MNB's website applicable to the corresponding interest period based on the interest rate variation index applied to the loan under the Announcement from one interest period to the other. It shall notify the borrowing Customer thereof ninety days prior to the change taking effect and shall publish such notification in the Announcement. If a change in the interest rate variation index allows for a reduction in the transaction interest rate, the Bank shall also apply this.

10.6. Modification of the interest period

The borrowing Customer has the option to change the length of the next interest period at the start of the interest period or to set a fixed interest rate for the remaining term in accordance with terms and conditions of the Qualified Consumer Friendly Home Loan.

Ninety days before the end of the interest period, the Bank shall notify the borrowing Customer of the possibility to change the interest period, together with the statutory information on the interest rate applicable after the start of the interest period, which it shall also publish in the Announcement.

The borrowing Customer shall notify the Bank in writing of its intention to change the length of the interest period at least thirty days before the end of the interest period.

In the event of a change in the length of the interest period, the Bank will determine the interest rate by taking into account the maximum initial interest rate.

The interest rate for the new interest period may not exceed by more than 3.5 percentage points the value of the reference rate on which the interest rate variation index is based, as determined for the new interest period.

10.7. Administrative deadlines

- a) Credit assessment: the Bank will carry out the credit assessment after acceptance within fifteen business days after the valuation becomes available. The period of any omission arising for reasons beyond the Bank's control shall not be included in the 15 business days.

If the Bank fails to process the loan application within the above credit assessment deadline, it will waive half of the utilisation fee and the charges for utilisation-related payment service in the event of a delay not exceeding two business days, and the full disbursement fee and all charges for utilisation-related payment service in the event of a longer delay.

- b) Utilisation: The Bank will disburse the funds within two business days after the conditions for utilisation have been fully met. The borrowing Customer may request utilisation at a different time. If the Bank fails to disburse the Qualified Consumer Friendly Home Loan or a part thereof within the time limit, the Bank will waive half of the utilisation fee and the charges for utilisation-related payment service in the event of a delay not exceeding two business days, and the full disbursement fee and all charges for utilisation-related payment service in the event of a longer delay.

- c) Consent to deletion: if the borrowing Customer has duly fulfilled all payment obligations under the loan agreement or has fully prepaid them, the Bank will issue a consent to the deletion of the mortgage to the borrowing Customer within seven business days of the date when all the liabilities have been discharged.

10.8. Exemption from fees and charges

- a) Prepayment: any full or partial prepayment financed by any savings available under a home savings agreement, the related state subsidy and the interest credited thereto is free of charge upon maturity. Otherwise, charges for the total or partial prepayment of the Qualified Consumer Friendly Home Loan are capped as set out in the Announcement.

- b) Land registry: The Bank ensures full administration of affairs free of charge in the procedure for requesting a copy of the title deed or a copy of the site map, as well as for registering the mortgage and the prohibition of sale and encumbrance in the land register to secure the Qualified Consumer Friendly Home Loan. The Bank shall only charge the costs incurred in the procedure to the extent provided for by law.

- c) Repayment account: the Bank provides the borrowing Customer with a free of charge account, which is used exclusively for the settlement of the instalments and related fees (if any) of the Qualified Consumer Friendly Home Loan. This account is used exclusively for the deposit and recording of funds required for the repayment of the mortgage loan and for the execution of payment orders for the repayment of the loan. There is also no charge for collecting the repayments of the loan utilised.

10.9. Failure to enter into an agreement

If the entry into of the agreement fails, the original documents related to the loan application will be returned by the Bank to the Customer applying for the loan. The Customer may request the originals of the documents relating to the services he/she has submitted and paid for, and an extract of the valuation, at the branch or by post. The Bank will provide these to the Customer within seven business days of receipt of the request. The Bank may charge a postage fee for sending the documents by post.

10.10. Information

The Bank will inform the borrowing Customer in the annual balance statement of the Qualified Consumer Friendly Home Loan that he/she has the option to prepay his/her loan in part or in full or to redeem his/her loan by means of a full prepayment.

11. NHP Green Home Loan

11.1. The NHP Green Home Loan is a home loan product (hereinafter the "NHP Green Home Loan Program") granted under the NHP Green Home Program of the MNB until ... August 2022, which the borrowing Customer takes out on the basis of a loan agreement (hereinafter the "Home Loan Agreement") entered into with the Bank participating in the NHP Green Home Loan Program.

11.2. The borrowing Customer may take advantage of a state family home loan interest subsidy that is available for home loans under the NHP Green Home Loan Program for the purchase or the construction of a new dwelling, if the conditions in the applicable laws and the conditions of the NHP Green Home Loan Program product are met, and the home loan is a HUF market-rate home loan with a fixed interest rate.

11.3. A new dwelling is required to be energy efficient, i.e. the building should have a calculated value of the total energy performance (primary energy demand) equivalent to 80 kWh/m²/year or less if it is a new apartment, as defined in TNM Decree 7/2006 (24 May) on the determination of the energy performance of buildings (primary energy demand), and should have an energy quality rating of BB (i.e. meeting the near-zero energy demand requirement) or better, as defined in Government Decree 176/2008 (30 June 2008) on the certification of the energy performance of buildings.

11.4. Features of the Home Loan

The product specification of the NHP Green Home Loan Program describes the purpose of the Home Loan, the amount, the currency, the maturity, the terms and conditions of the utilisation, the security for the loan and the types of real estate that can be accepted as security. The terms and conditions for the utilisation and repayment of the Home Loan are set out in the loan agreement.

11.5. The offer to enter into an agreement

On the basis of the data provided by the Customer, the Bank will provide the Customer with an irrevocable offer summarising the main features of the Home Loan upon acceptance of the loan application. The Bank is bound by the offer for at least ninety days after the offer is issued. The offer shall be binding for a period of fifteen days from the date of delivery of the draft agreement and the binding offer together.

11.6. Changes in interest, charges

The interest on the transaction is fixed, not variable. The interest rate is published in the Bank's Announcement.

If the Bank is obliged to repay the MNB the refinancing loan granted to it by the MNB in connection with the loan agreement due to any of the reasons for which the borrowing Customer is responsible, the interest and fees of the Home Loan transaction shall change as follows:

- a) the interest on the transaction is fixed for a ten-year interest period, where the interest rate of the transaction is 3.5 percentage points above the benchmark interest rate underlying the interest rate variation index specified in the loan agreement,
- b) the total or partial prepayment fee is a maximum of one per cent of the amount prepaid, excluding full or partial prepayments under a home savings agreement.

11.7. Administrative deadlines

- a) Credit assessment: the time limit for credit assessment shall not exceed fifteen business days from the date when the valuation becomes available, or twenty-five business days in respect of the construction of a new dwelling. If the NHP Green Home Loan Program Home Loan is accompanied by a Home Loan Subsidy, the credit assessment period is extended by additional five business days, or fifteen business days in the case of the construction of a new dwelling. If a new circumstance has arisen compared to the acceptance, the Bank is entitled to request additional documents from the borrowing Customer in addition to those indicated in the checklist.

- b) Utilisation: the disbursement will be made within two business days after the conditions for utilisation have been met. The borrowing Customer may request utilisation at a different date.

If the Bank fails to meet the above credit assessment or utilisation deadlines, it will not charge the full utilisation fee. In the case of a utilisation by instalments, the Bank will not charge a utilisation fee only in relation to the (partial) utilisation for which the utilisation deadline has not been met.

12. Special conditions for the HUF conversion of foreign currency mortgage loans and financial lease of real estate

Consumer loan agreements (foreign currency mortgage loans, financial lease of real estate) that are subject to HUF conversion pursuant to Act LXXVII of 2014 on the settlement of issues related to the modification of the currency of certain consumer loan agreements and interest rate rules (hereinafter the "Conversion Act"):

12.1. Determination of interest

- 1) If the interest rate under the original agreement was a fixed rate, the transaction will be linked to a reference rate after 1 February 2015.

Reference interest rate: 3 months BUBOR

Interest margin:

- Minimum 1%,
- Maximum - 4.5% for home loans and 6.5% for any-purpose loans.

Interest margin period: the duration of the interest margin periods if the maturity remaining from the start date (1 February 2015) exceeds

- a) the 16 years, then five years,
- b) 9 years, but up to 16 years, then four years,
- c) 3 years, but up to 9 years, then three years.

- 2) If the interest rate under the original agreement was a reference rate, the transaction will become linked to a reference rate after 1 February 2015.

Reference interest rate: 3 months BUBOR

Interest margin:

- Minimum 1%,
- Maximum - 4.5% for home loans and 6.5% for any-purpose loans.

Interest margin period is the duration of the interest margin periods if the remaining maturity from the start date exceeds

- a) the 16 years, then five years,
- b) 9 years, but up to 16 years, then four years,
- c) 3 years, but up to 9 years, then three years.

The starting date of the first new interest period, interest margin period shall be the month and day corresponding the month and calendar day of the starting date of the transaction year specified in the original consumer loan agreement between 1 May 2015 and 30 April 2016. If the starting date of the interest period, interest margin period is missing in a given month of the year, the starting date of the interest period, interest margin period shall be the last day of the month. The duration of the last interest period, interest margin period may be shorter.

12.2. Loan agreements that are subject to modification under the Conversion Act - not converted to HUF:

- a) Determining the interest rate:

- 1) If the interest rate under the original agreement was a fixed rate, the transaction will continue to bear a fixed interest rate after 1 February 2015.

The duration of the interest periods if the maturity remaining from the start date exceeds

- a) 16 years, then five years,
- b) 9 years, but up to 16 years, then four years,
- c) 3 years, but up to 9 years, then three years.

- 2) If the interest rate under the original agreement was a reference rate, the transaction will continue to have a reference rate after 1 February 2015.

The duration of the interest margin periods if the remaining maturity from the turn date exceeds

- a) the 16 years, then five years,
- b) of 9 years, but up to 16 years, then four years,
- c) of 3 years, but up to 9 years, then three years.

12.3. Loan agreements that are not subject to change under the Conversion Law - remaining in foreign currency:

a) Determination of interest

- 1) If the interest rate under the original agreement was a fixed rate, the transaction will continue to have a fixed interest rate after 1 February 2015.

The duration of interest periods is 5 years.

- 2) If the interest rate under the original agreement was a reference rate, the transaction will continue to have a reference rate after 1 February 2015.

The duration of the interest margin periods is 5 years.

12.4. Loan agreements outside the scope of the Conversion Act, entered into before 1 May 2004 or after 19 June 2014:

In the case of foreign currency consumer loan agreements entered into before 1 May 2004 and after 19 June 2014, the amendment under Clause 12.3 will be made by 31 December 2015.

12.5. Exchange rate applied

In the case of foreign currency mortgage loans entered into from 1 May 2004 and financial lease for real estate entered from 1 January 2014 until the date of the amendment of the agreement pursuant to the Conversion Act, the Bank shall apply an exchange rate of 256.47 HUF/CHF in respect of Swiss franc loans and 308.97 HUF/EUR in respect of euro loans, when making a settlement of repayments, instalments falling due from time to time under the agreements, as well as repayments made in the event of prepayment or final repayment or the payment of any other monetary obligation. Exceptions to this exchange rate may be provided for in the relevant General Terms and Conditions.

- 12.6. In the case of foreign currency credit transactions entered into with consumers from 15 August 2014, and under Act LXXVIII of 2014 amending Act CLXII of 2009 on consumer credit and certain related acts (hereinafter the "Fair Banking Act") from 1 February 2015, and in the case of foreign currency retail credit/loan transactions and financial leasing transactions due to the non-application of conversion to HUF pursuant to the Conversion Act, the Bank shall apply the following procedure:

- a) the disbursement rate when the loan is disbursed,
- b) the monthly repayment due, and
- c) any charges or fees in foreign currency
- d) pre- or final repayment

will be calculated based on the exchange rate specified in the agreement, at the Bank's own mid-market exchange rate for account conversion of that currency or the MNB exchange rate.

The Bank will not charge any extra cost or fee in connection with the conversion and calculation described above.

The above rule does not apply if the instalment is paid in foreign currency from the Customer's foreign currency account.

The disbursement rate used for retail foreign currency mortgage loan transactions is the Bank's own mid-market rate for account conversion on the disbursement date, at the time of the transaction.

In the case of foreign currency mortgage loan transactions for housing, repayments, instalments falling due from time to time under the agreement or any other monetary obligations shall be settled at the Bank's own last quoted mid-market rate of exchange for account conversion, as determined by the Bank, on the due date (on the date of payment in the case of items not settled on the due date). The Bank reserves the right, subject to the changes of money market conditions, to adjust the exchange rate set and published for the calendar day in question during the calendar day in question.

Repayments, instalments falling due in connection with an amendment to the agreement in the event of partial or full prepayment or final repayment or the payment of any other monetary obligation shall be settled at the mid-market exchange rate for account conversion valid at the time of the transaction on the due date.

If the Bank specifies a foreign exchange rate in the agreements or advertisements, the Bank shall apply the mid-market exchange rate for account conversion determined by it.

In the case of foreign currency loan agreements which provide for outstanding liabilities to be denominated in HUF, the Bank may not charge interest, costs or fees on late payments in excess of the interest on the transaction and service charges applicable on the date of termination, due to the Customer's default, after the ninetieth day following the termination of the agreement.

III. Mortgage brokerage and home savings product brokerage

1. The legal status of the Bank as a mortgage broker

- 1.1. The Bank may act as a principal mortgage broker for a single financial institution, including a group of financial institutions, or for several financial institutions, in respect of the competing financial services. The intermediation of mortgage loans or financial leases for real estate provided to consumers on behalf of several financial institutions, including a group of financial institutions, shall also be considered as a tied principal intermediary, if the financial institutions engaging the broker do not together make up a majority of the Hungarian market with regard to the provision of mortgage loans or financial leases for real estate to consumers according to the available data [§ 6 (1) 90 e) of the Banking Act; § 10 (1) aa) and 1a) of the Banking Act].
- 1.2. In the course of its principal brokerage activity, the Bank may on the basis of an engagement agreement entered into with the financial institution with which it has a contractual relationship, carry out activities on behalf of, for the benefit of and at the risk of the financial institution, aimed at facilitating the provision of financial services, ancillary financial services, the entry into of agreements for the provision of services, including the undertaking of obligations or entry into of agreements on behalf of, for the benefit of and at the risk of the financial institution.
- 1.3. The Bank carries out its mortgage brokerage activities with a licence from the MNB and is registered with and operates under the supervision of the MNB. The details of the Bank and, if it uses a subcontracted intermediary, the data of the subcontracted intermediary it uses, are included in the intermediaries' register kept by the MNB, which is available on the MNB's website.
- 1.4. The Bank shall not be entitled to receive any brokerage fee from the Customer for the intermediation of financial services as a principal broker and may only accept brokerage fees from the financial institution that engaged it. The Bank shall not charge the Customer who uses the intermediation of a financial service any fees or costs for any other services related to the intermediation but not constituting the intermediation of a financial service.
- 1.5. The Bank shall provide the Customer with written information prior to the provision of the financial service on:
 - a) company name, registered seat, postal address and indication of the supervisory authority;
 - b) the supervisory register in which it is on record and how its record can be checked;
 - c) that it is acting in the capacity of a principal intermediary within the meaning of § 10 (1) aa) of the Banking Act in the name and on behalf of the financial institution, its principal, indicating the name of the financial institution that engages it;
 - d) that it may accept commission for the provision of a financial service only from the financial institution that engages it, and
 - da) if known, the amount of the commission,
 - db) if not known at the time of the information, in the case of mortgage brokerage, that the actual fee will be included in the custom-made information;
 - e) whether it provides credit advice;
 - f) the management of complaints about the broker and the possibility of recourse to the Financial Mediation Board; and

- g) whether it charges the consumer who uses the financial intermediation service any fee as a consideration for another service which is not a financial intermediation service.

2. Intermediation of home savings products

2.1. Erste Lakástakarék Zrt. (hereinafter referred to as "ELTP") is entitled to use a principal intermediary on the basis of the licence issued by the Hungarian Financial Supervisory Authority under no. EN-I-50038/2011. The Bank is entitled to act as the principal intermediary of ELTP in concluding, managing, amending and enforcing the legal rights under, the home savings agreement, bridge, immediate bridge and home loan agreements.

2.2. The Bank's activities include the brokerage of home savings agreements, bridge loans, immediate bridge loans and home loans and, after the entry into of an agreement, the involvement in the entire life cycle of savings agreements with the home savings fund or loan agreements, which means in particular the following activities:

a) in relation to the home pre-savings product the Bank

- assists in the entry into of the home savings agreement with the home savings fund, including the recording of the offer and its transmission to the ELTP;
- ensures, through its branch network, that Customers are fully informed of the contractual terms and conditions of the home savings products before entering into an agreement; makes the ELTP's Business Rules available to Customers;
- before accepting an offer from the home savings fund, it carries out a due diligence of the Customer by checking the personal documents required by the Anti-Money Laundering Act;
- receives the pre-savings offer completed and signed by the Customer, any application for amendment of data or the agreement and succession and, after recording them, forwards them to the ELTP for processing;
- forwards the offer documentation (the offer and its annexes) to the ELTP on the day when the savings offer is signed, but no later than five days after the signing of the offer. The ELTP shall respond to the Customer's offer or any other documentation no later than thirty days after it is signed in the branch, failing which the offer shall be no longer binding on the Customer.

b) in relation to bridge/immediate bridge loan and home loan products, the Bank:

- provides interested customers with comprehensive information, verbally or in writing on the terms and conditions of the loan, prior to the entry into of the agreement, draws the Customer's attention to the main features of the product offered, its impact on the Customer's financial situation and the consequences of non-payment, in particular default interest, termination of the loan and the enforcement of securities. Some of the written information that forms part of the loan application are also available on the ELTP website.
- provides the Customer with information before entering into the agreement, which enables the Customer to assess whether the loan and, if a related service is provided, the related service, are appropriate to his/her needs and financial capabilities;
- provides additional information on the process of obtaining credit, the MNB's powers as a consumer protection authority and the role of the Financial Mediation Board in the out-of-court settlement of financial disputes of consumer under the MNB Act;
- forwards the loan application completed and signed by the Customer and the related documents and certificates submitted for credit assessment. The Bank, as the principal intermediary of the ELTP, assesses the creditworthiness of the Customer on the basis of the information available to it and decides whether to enter into a loan agreement with the Customer in the name and for the benefit of ELTP. The ELTP shall inform the Customer, via the Bank, of the result of the credit assessment, in writing, in each case with a positive or negative decision.

2.3. Rules on commercial communication on credit:

- Commercial communications on credit should avoid any wording that could trigger false expectations in consumers about the availability or cost of credit. In commercial communications, information should be easy to read or easy to listen to. In all commercial communications concerning credit, the value of the aggregate percentage rate shall be given prominently, with the abbreviation, rounded to one decimal place.
- If in addition to the value of the aggregate percentage rate, the commercial communication concerning the credit indicates the lending rate or any other consideration related figure, including fees, charges, costs, the commercial communication shall also clearly, concisely and prominently indicate the following data, illustrated by a representative example:
(a) the rate and type of lending interest rate (fixed lending rate, variable lending rate or both), (b) the fees, charges, costs and taxes included in the total fee of the credit, (c) the total amount of the credit, (d) the term of the credit, (e) the aggregate percentage rate, (f) in the case of credit in the form of deferred payment for the sale of a product or the provision of a service, the cash price of the product or service and the excess, and) the total amount to be paid and the amount of the instalment to be paid by the consumer.

- If in addition to the value of the aggregate percentage rate, the commercial communication concerning a mortgage loan indicates a figure for the borrowing rate or any other consideration, including fees, charges, costs, in addition to points (a) to (e) and (g) of the previous paragraph, the commercial communication shall also clearly, concisely and prominently indicate the following: (a) the name of the lender, the credit intermediary or the intermediary subcontractor; (b) information that the credit is secured by a registered mortgage on real estate; (c) the number of instalments; and (d) in the case of foreign currency loan, a warning that the amount payable by the consumer may be affected by changes in the exchange rate.
- The representative example used in commercial communication should be consistently applied to the information.
- If the use of a credit-related service (e.g. insurance) is necessary for the entry into of a loan agreement or the entry into as offered by the lender and the consideration for the credit-related service is not known, the obligation to enter into an agreement for the credit-related service shall also be clearly, concisely and prominently indicated in the commercial communication concerning the credit, together with the aggregate percentage rate.
- The credit intermediary shall indicate in the commercial communication concerning the credit on whose behalf who he/she is acting.

2.4. The terms and conditions of the immediate bridge/bridge loan/facility and the home loan are set out in the ELTP Business Rules, which can be consulted by the interested Customer at the Bank's branch network prior to the entry into of an agreement and which are available on the ELTP website.

2.5. The Bank shall assist in the acceptance of an application for an immediate bridge/transfer loan and home loan, by providing the Customer with information on the process of the acceptance of the application, the scope of the application documentation and, upon the Customer's request, helping the Customer fill in the application form. In the branch, the adviser will strive to identify the Customer's income situation and provide information on the appropriate products. In the case of an immediate bridge loan, where the Customer has the least experience with the product, the advice will cover the housing objectives to be chosen, the personal eligibility criteria for state support and the conditions for verification (e.g. submission of an invoice). The advice will include the warning about the ELTP Fee Table and the Announcement that contains ongoing promotions. If the Customer's loan application is subject to any discounts, the adviser will draw the Customer's attention to this separately. The Customer applying for a loan may submit the loan application form, completed and signed by him/her, at the branch of his/her choice. The loan application form shall indicate the type of loan requested and the amount of the loan per savings.

2.6. Within the framework of the acceptance, the Bank shall check the formalities and content of the loan application and the documents submitted in connection with it and, if the application is incomplete, shall request the Customer to complete the missing documents, setting thirty days for it. The Customer shall submit the documents required by the ELTP in connection with the loan application, which verify the Customer's creditworthiness, the utilisation for housing purposes, the legal adequacy of the third-party security and the appropriateness of value under the valuation carried out.

2.7. The Bank's advisor will inform the Customer about the conditions for proof of the utilisation for housing and the fact that failure to provide proof of utilisation for housing may result in the termination of the loan/credit.

The Customer may submit as proof of the utilisation of the bridge/external bridge loan for housing purposes an invoice, a certificate of repayment of a home loan or a document of payment of the purchase price under a sale & purchase agreement or other document of transfer of ownership in return for payment, which was issued after the date of submission of the loan application.

2.8. In the case of a home loan, the Bank may accept as proof of utilisation for housing purposes:

- a) the original invoice produced in accordance with the accounting laws in effect,
- b) a certificate of redemption of a home loan or financial lease, or
- c) a document on the payment of the purchase price under a sale & purchase agreement or any other form of onerous transfer of ownership

which arose after the date of the allocation notice for an accepted allocation (home loan application) or, in the case of termination by notice, the date of receipt by the ELTP of the notice of termination.

2.9. The ELTP may refuse to disburse a home loan or a bridge loan/immediate bridge loan if the home saver or the beneficiary Customer submits the loan application required for the credit assessment incompletely (including if it is illegible, declarations are not clearly made, it is contradictory) or does not provide all the documents for the credit assessment required by law to prove utilisation for housing purposes. With the involvement of the Bank, the ELTP shall, prior to rejection, give the Customer written or oral notice to remedy the deficiencies in the manner provided for in the ELTP's Business Rules, allowing a period of thirty days.

2.10. Prior information to the customer, obligation to make an offer for bridge/immediate bridge loan and home loan products:

The ELTP will inform the Customer through the Bank about the assessment of the loan application and will provide the Customer with the draft loan agreement at least three days before the planned entry into of the loan agreement in the case of a mortgage loan application. The Customer may not accept the offer until the three days have elapsed. The ELTP shall be bound by the offer for a period of fifteen days from the date on which the draft agreement is made available to the Customer. Agreements relating to loans granted by the ELTP may not be entered into by electronic means, but this shall not prevent the parties from using electronic means for the purposes of providing information and proof thereof and for the purposes of providing the draft agreement, provided that the conditions for doing so are met.

- 2.11. The ELTP's duties and obligations as a lender during credit assessment:
The ELTP will assess the creditworthiness of the Customer on the basis of the information available to it and will only make an offer to the Customer to enter into a loan agreement if, as a result of the credit assessment, it is likely that the Customer is able to meet its obligations under the loan agreement in full. The detailed rules for the credit assessment are laid down by law.
The Customer will be informed in advance by the ELTP on paper or on another durable medium about the use of the credit reference service. After completing the credit assessment, the ELTP will inform the Customer immediately of the outcome of the loan application and, where applicable, if the credit application has been rejected during the automatic processing of the data.
After the entry into of the loan agreement, the ELTP may not terminate the loan agreement on the grounds that the credit assessment was inadequate or that the information provided by the Customer was incomplete.
If the parties agree to increase the total amount of the loan after the entry into of the loan agreement, the ELTP shall reassess the Customer's creditworthiness free of any charge, cost and other payment obligation before amending the loan agreement, unless the increase of the loan by the given amount was already taken into account in the original credit assessment.
If the ELTP does not intend to conclude an agreement with the Customer on the basis of the use of the credit reference service, the ELTP shall inform the Customer immediately and free of charge about the result of the data transfer and the characteristics of the credit reference service, unless the obligation to provide information is excluded by law or by a directly applicable legal act of the European Union with general effect.
- 2.12. The loan agreement is entered into when all the parties concerned have signed the loan agreement in the required form (private document with full probative force or a notarised document). The Bank assists in the entry into of the loan and security agreement and is authorised to sign the agreements in the name and on behalf of the ELTP. The ELTP shall transfer the loan amount within fifteen days after all the conditions for utilisation set out in the loan agreement have been fully met.
- 2.13. The Bank is involved in the administration of the concluded home pre-savings agreement and loans, so it is entitled to perform the tasks related to the amendment of agreements, changes of data, receipt of Customers' requests, provision of agreement-related information on behalf of the ELTP. The Customer may submit requests or complaints concerning the agreement through the Bank, which the Bank shall forward to the ELTP, to which the ELTP shall reply in accordance with the provisions of its Business Rules.

IV. Final provisions

1. Pursuant to Council Directive 2018/822 of the European Union amending Directive 2011/16/EU as regards the mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (hereinafter the "DAC6 Directive"), which was implemented into Hungarian law by Act XXXVII of 2013, the Bank does not provide or participate in any tax advice that falls within the scope of the DAC6 Directive. The Customer may not request the Bank's staff to provide or participate in such tax advice. If, notwithstanding the foregoing, the Customer carries out a transaction through the Bank that falls within the scope of the DAC6 Directive, the Customer shall report it to the National Tax and Customs Administration. Any sanction arising from the Customer's failure to comply with this reporting obligation shall be borne solely by the Customer.
2. Erste Bank Hungary Zrt. and Postabank és Takarékpénztár Rt. merged on 31 August 2004. The general legal successor of Postabank Rt. is Erste Bank Hungary Zrt. Agreements entered into with Postabank és Takarékpénztár Rt. before 1 September 2004 shall remain in effect on unchanged terms and conditions, and the General Terms & Conditions and Business Regulations of Postabank Rt. shall prevail in all matters not regulated therein.
3. Erste Bank Hungary Zrt., Magyar Factor Pénzügyi Szolgáltató Zrt., ERSTE FAKTOR Pénzügyi Szolgáltató Zrt., Erste Leasing Autófinanszírozási Pénzügyi Szolgáltató Zrt., Erste Leasing Eszközfinanszírozási Pénzügyi Szolgáltató Zrt. and Erste Ingatlanlízing Pénzügyi Szolgáltató Zrt. merged on 31 December 2012. The general legal successor of Magyar Factor Pénzügyi Szolgáltató Zrt., Erste Faktor Pénzügyi Szolgáltató Zrt., Erste Leasing Autófinanszírozási Pénzügyi Szolgáltató Zrt., Erste Leasing Eszközfinanszírozási Pénzügyi Szolgáltató Zrt. and Erste Ingatlanlízing Pénzügyi Szolgáltató Zrt. is Erste Bank Hungary Zrt.



Agreements entered into with Magyar Factor Pénzügyi Szolgáltató Zrt., Erste Faktor Pénzügyi Szolgáltató Zrt., Erste Leasing Autófinanszírozási Pénzügyi Szolgáltató Zrt., Erste Leasing Eszközfinanszírozási Pénzügyi Szolgáltató Zrt. and Erste Ingatlanlízing Pénzügyi Szolgáltató Zrt. before 1 January 2013 shall remain in effect on unchanged terms and conditions and matters not provided for therein shall be governed by the General Terms & Conditions and Business Regulations of Magyar Factor Pénzügyi Szolgáltató Zrt., Erste Faktor Pénzügyi Szolgáltató Zrt., Erste Leasing Autófinanszírozierungs Pénzügyi Szolgáltató Zrt., Erste Leasing Eszközfinanszírozierungs Pénzügyi Szolgáltató Zrt. and Erste Ingatlanlízing Pénzügyi Szolgáltató Zrt (as parties thereto).

The Business Rules in a form consolidated with the present amendments, enter into force on 2 January 2024, and simultaneously the Business Rules in effect from 1 December 2023 shall be repealed. Modifications are highlighted with a gray background in this document.

Basic data of Erste Bank Hungary Zrt.

Name: ERSTE BANK HUNGARY ZRT.

Registered seat: 1138 Budapest, Népfürdő u. 24-26.

Postal address: ERSTE BANK HUNGARY ZRT. Budapest 1933

Company registration number: Cg.: 01-10-041054

VAT number: 10197879 - 4 - 44 (root number)

Group identification number: 17781042 - 5 - 44

SWIFT: GIBAHUHB (if an 11 character code is required: GIBAHUHBXXX)

GIRO: 19017004 - 00201160 - 00000000

LEI: 549300XWJHRKLHU2PS28

GIIN: L99T2F.00040.ME.348

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The Bank carries out its activities required to be authorised in accordance with the provisions of the licences issued by the Hungarian Financial Supervisory Authority under no. I-2061/2004 (dated 26.08.2004), E-III/669/2008, EN-III/M-614/2009, H-EN-I/1608/2012.