

**General Terms of Contract for
'Erste Személyi Hitel' Personal Loan for Customers Taken Over from
Citibank
(before the Takeover Date: 'Citibank Személyi Hitel')**

The **new provisions** of the GTC entering into force on the Takeover Date are shown **underlined, in bold and in italic**, and the **repealed provisions** are striked out.

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1. Definitions

- 1.1 **'Debtor'** means a private individual entering into the Contract as debtor; if the Contract has also been signed by a co-debtor, the co-debtor as well. The Debtor and Co-debtor's liability for the repayment of the Loan and incidental charges thereon and for the fulfilment of the provisions of the Contract is joint and several. (The Debtor and Co-debtor are collectively referred to as the 'Debtor' or 'Customer' (the Debtor and the Bank are collectively the 'Parties')). ~~For the purposes of these General Terms of Contract for 'Citibank Személyi Hitel' Personal Credit, The Debtor~~ qualifies as consumer as defined in the Hpt. (Credit Institutions Act).
- 1.2 **'Bank'** means
- Citibank Europe plc Hungarian Branch Office (head office: H-1051 Budapest, Szabadság tér 7., Hungary, court of registration and company register No: Court of Registration of the Metropolitan Court of Budapest, 01-17-000560) acting in the name and on behalf of Citibank Europe plc (head office: 1 North Wall Quay, Dublin 1, Ireland, court of registration and registration No: Companies Registration Office, No 132781), a company registered in Ireland;
 - **after the Takeover Date: Erste Bank Hungary Zrt. (head office: H-1138 Budapest, Népfürdő u. 24-26., Hungary, company register No: Metropolitan Court Cg. 01-10-041054, statistical No: 10197879-6419-114-01, tax No: 10197879-4-44, Group identification No: 17781042-5-44**
- (the 'Bank').
- 1.3 **Erste TeleBank (before the Takeover Date: CitiPhone Banking; the 'CitiPhone' 'TeleBank'):** a telephone banking service available between 8.00 a.m. and 8.00 p.m. on business days ~~24/7~~ through which ~~(i) the Parties can agree on the disbursement of an Additional Loan(s), (ii) the Debtor can receive information about the Facility Amount, the First Loan, the Additional Loan(s), the Loan the amount of his or her other debt, the due date of the Instalment and other terms and conditions after his or her appropriate identification.~~
- 1.4 **'First Loan'** means the HUF loan amount first disbursed to the Customer in accordance with the provisions of the Contract.
- 1.5 **'Due Date'** means the deadline when the Debtor is obliged to pay the Bank (i) the Instalment and (ii) his or her other overdue debt under the Contract.
- 1.6 **'Hpt.'** means the Act on credit institutions and financial enterprises, as in force, and any other legislation that may replace it, including the amendments thereof, as in force.
- 1.7 **'Fhtv.'** means the provisions, as in force, of Act CLXII of 2009 on consumer credit and/or any legislation replacing it.
- 1.8 **'Facility Amount'** means, if applied for by the Debtor, the facility amount held in HUF and specified in the Contract, to the debit of which the Bank may, depending on its credit assessment, disburse an Additional Loan(s) to the Debtor until the Maturity Period of the Facility Amount in accordance with the terms and conditions of the Contract.
- 1.9 **'Maturity Period of the Facility Amount'** means the period within which the Bank may disburse an Additional Loan(s) to the Debtor from the Facility Amount, up to the amount of the Facility Amount, in accordance with the provisions of the Contract. The Maturity Period of the Facility Amount is the same as the tenor of the Loan. **After the Takeover Date, it is not possible to use Additional Loans, and the Bank does not provide Additional Loans.**
- 1.10 **'Loan'** means the current loan amount actually disbursed to the Debtor under the Contract (First Loan or Additional Loan(s), which the Debtor is obliged to repay).
- 1.11 **'Ptk.'**: For the purpose of all Contracts concluded before 15 March 2014, Act IV of 1959 on the Civil Code (old Civil Code); for the purpose of all Contracts concluded after 14 March 2014, and in respect of all Contracts for which the Parties stipulate the application of this Act, Act V of 2013 on the Civil Code (new Civil Code).
- 1.12 **'Contract'** means the 'Citibank Személyi Hitel' Contract made between the Parties. The contract shall include the Loan Application, these **General Terms of Contract for 'Erste Személyi Hitel'**

- Personal Credit for Customers Taken Over from Citibank (before the Takeover Date:** 'Citibank Személyi Hitel'), the First Loan Notice, the Additional Loan Notice (collectively the 'Notice'), the **Announcement (before the Takeover Date:** Schedule of Interest Rates and Fees for Citibank Personal Credit). Issues not regulated in the Contract shall be governed by the **Business Rules of Erste Bank Hungary Zrt. (before the Takeover Date:** General Terms of Contract for Citibank Retail Banking Services).
- 1.13 'Total Loan Fee' means the charge payable by the Debtor for the Loan, which includes interest, a handling charge and any other charge payable in connection with the use of the Loan.
- 1.14 **Annual Percentage Rate, APR** (in Hungarian: THM; Total Loan Fee Indicator): The internal interest rate, calculated to an accuracy of one decimal place, which expresses the ratio of total fee for the loan relative to the total amount of the credit, on a per annum basis. During the determination of the APR, all fees payable by the Debtor in connection with the credit or loan contract (including interest, fees, commissions and taxes) as well as the costs of ancillary services subject to the provisions of Government Decree No 83/2010 (III.25.) Korm. shall be taken into account. The APR is determined on the basis of the latest terms and conditions and by taking into account the legislation in force, and in the event of a change in such terms and conditions, the extent of the APR may also change. The rate of the APR does not reflect the interest risk of the Loan. The detailed terms and conditions pertaining to the calculation and publication of the APR are contained in Government Decree No 83/2010 (III.25.) Korm.
- 1.15 'Instalment' means the same monthly HUF amount used for the repayment of the Loan; it is the total amount of the principal and interest payable by the Debtor under the Contract.
- 1.16 'Additional Loan(s)' means (mean) the HUF Loan Amount(s) specified in the Contract, which may be disbursed from the Facility Amount, at the expense of the Facility Amount, after the disbursement of the First Loan if the provisions of the Contract are fulfilled. **After the Takeover Date, it is not possible to use Additional Loans, and the Bank does not provide Additional Loans.**
- 1.17 **'Takeover Date' means the date of portfolio transfer between Citibank Europe plc Hungarian Branch Office and Erste Bank Hungary Zrt. authorised by the National Bank of Hungary as Supervisory Authority. The Bank notifies the Debtor of this date in a separate information letter.**
- 1.18 **'Announcement' means the announcement entitled Erste Személyi Hitel/Kölcsön' Personal Credit/Loan for Customers Taken Over from Citibank'.**
2. **Application for 'Citibank Személyi Hitel' Personal Credit**
- No 'Citibank Személyi Hitel' may be applied for after the Takeover Date.**
- 2.1 By signing the Loan Application and the annexes thereto, the Customer declares that:
- (a) ~~all information provided by him or her to the Bank in the Loan Application and at any time thereafter is true and correct;~~
- (b) ~~he or she is a person with full capacity to act, and the signing of the Loan Application lawfully and validly binds him or her to the provisions of the Contract;~~
- (c) ~~one copy of the signed and fully completed Loan Application and of the related and attached annexes are in his or her possession;~~
- (d) ~~he or she has familiarised him or herself in advance with:~~
- ~~the draft Contract;~~
- ~~the information about an income proportional instalment index;~~
- ~~the method of including the credit assessment fee in the handling charge;~~
- ~~the legal consequences attached to default in the event of non-contractual performance, the rate of default interest, and the conditions and legal consequences of terminating the Contract;~~
- ~~the interest rate;~~
- ~~the conditions and legal consequences of withdrawal from the Contract and of the termination of the Contract;~~
- ~~the ancillary obligations securing the Contract and the collateral for the Contract, the manner of~~

~~foreclosure upon the collateral and related costs;~~
~~the amount, tenor and interest rate of the First Loan, the latter accurate to two decimal places, the annual percentage rate, the amount and frequency of the monthly Instalment, and all related charges;~~
~~the table showing the possible effects of a change in the Instalment;~~
~~in the event of applying for a Facility Amount, the upper limits for values relating to the amount and tenor thereof, the interest calculated for the tenor, the annual percentage rate accurate to two decimal places, the amount of the monthly Instalment and a handling charge.~~
~~in the event of applying for a Facility Amount, the process of drawing down and disbursing an Additional Loan(s) (the highest amount of disbursable Additional Loan(s) and upper limits for the amount and tenor thereof, the interest calculated for the tenor, the annual percentage rate accurate to two decimal places, the amount of the monthly Instalment and a handling charge);~~
~~the rules applicable to the establishment of the Facility Amount and the Additional Loan(s) disbursable to the debit thereof and to stating the detailed terms and conditions thereof;~~
~~the terms and conditions required for the disbursement of the Loan;~~
~~the stipulations that are in departure from the customary contractual practice or from the provisions relating to the Contract; and~~
~~all notices and information required by the Fhtv. and other mandatory legislation.~~

- ~~(e) he or she will forthwith inform the Bank of any delay or any other breach;~~
- ~~(f) he or she will forthwith inform the Bank of all circumstances with an impact on his or her financial situation, including any changes in his or her employment or in any other data supplied in the application or at any time thereafter;~~
- ~~(g) he or she familiarised himself or herself with the terms and conditions of the Contract and accepts the same as binding on him or her.~~
- ~~(h) if the discount set out in Section 5.3 is requested, if the Bank does not yet keep a bank account for the Debtor at the date of submission of the Loan Application, no bank account (payment account) contract will be made between the Parties either if the Loan Application is rejected.~~

3. Conclusion, term and validity of contract

- ~~3.1 After receiving preliminary information as required by the Fhtv., the Debtor makes an offer to the Bank by submitting a Loan Application fully completed and signed by the Debtor and provided with the annexes requested by the Bank to the Bank for:~~
 - ~~(i) concluding a Contract in such a way that he or she shall specify the amount, tenor, interest and annual percentage rate of the First Loan (a) expressly requested by him or her and (b) still acceptable to him or her as well as the amount of the Instalment, as lower and upper limits;~~
 - ~~(ii) if requested, he or she shall also make an offer for the Facility Amount by stating upper limits for the amount, tenor, interest, annual percentage rate, monthly Instalment and handling charge of the Facility Amount and the Additional Loan(s) disbursable to the debit thereof.~~
~~The Debtor hereby accepts that the Bank decides on whether to accept the offer for a Contract for the disbursement of both the First Loan and the Additional Loan(s) that may be drawn down from the Facility Amount on the basis of its own credit assessment, also taking into account the debtor rating to be determined during credit assessment. The Debtor shall be bound by his or her offer until he or she is notified by the Bank of the outcome of the credit assessment of the offer, also subject to the provisions of Section 3.10.~~
- ~~3.2. The Debtor hereby accepts that (i) the Bank decides on his or her offer independently, solely on the basis of its own credit assessment and other internal rules, and further that (ii) if the offer does not conform to the Bank's credit assessment requirements or any other internal rules, the Bank may reject the offer and may refuse to enter into a contract. The Bank reserves the right not to enter into a contract on the basis of an incompletely or erroneously completed, forged or false offer or an offer that contains obviously erroneous data or that is not furnished with the required attachments.~~

- 3.3. ~~The Debtor hereby accepts that in the Loan Application the Bank provides only the upper value of the conditions applicable to the Facility Amount and the Additional Loan(s) disbursable to the debit thereof, with the proviso that the Bank will state the actual terms and conditions therefor, which are more favourable than those set out in the Loan Application, in the First Loan Notice.~~
- 3.4. ~~The Bank shall accept the Debtor's offer set out in the Loan Application by sending a First Loan Notice in writing to the Debtor regarding the conclusion and the specific terms and conditions of the Contract.~~
- 3.5. ~~The First Loan Notice shall include the details listed below:~~
- ~~1 gross amount of the First Loan (the gross amount includes a handling charge and, if Credit Repayment Insurance is requested, the premium for the selected Credit Repayment Insurance);~~
 - ~~2 net amount of the First Loan (disbursed to the Debtor by the Bank); it does not include the amount of the handling charge and, if Credit Repayment Insurance is requested, the premium for the selected Credit Repayment Insurance);~~
 - ~~3 interest rate of the First Loan;~~
 - ~~4 amount of the handling charge of the First Loan;~~
 - ~~5 if Credit Repayment Insurance is requested, the premium for the selected Credit Repayment Insurance;~~
 - ~~6 annual percentage rate of the First Loan;~~
 - ~~7 amount of the monthly Instalment of the First Loan;~~
 - ~~8 monthly due date for the repayment of the First Loan;~~
 - ~~9 tenor of the First Loan (in months);~~
 - ~~10 due date for the last Instalment of the First Loan;~~
 - ~~11 Schedule of Interest and Fees for Citibank Personal Credit in force at the date of conclusion of the Contract;~~
 - ~~12 First Loan account number;~~
 - ~~13 method of repayment of the First Loan;~~
 - ~~If a Facility Amount is applied for:~~
 - ~~14 Facility Amount and the amount(s) of the Additional Loan(s) that may be disbursed maximum at the expense thereof;~~
 - ~~15 the tenor of the Additional Loan(s) that may be disbursed maximum at the expense of the Facility Amount (lower and upper limit);~~
 - ~~16 interest of the Additional Loan(s) maximum disbursable at the expense of the Facility Amount (lower and upper limit);~~
 - ~~17 handling charge of the Additional Loan(s) maximum disbursable at the expense of the Facility Amount (lower and upper limit);~~
 - ~~18 upper limit of the annual percentage rate of the Additional Loan(s) maximum disbursable at the expense of the Facility Amount;~~
 - ~~19 amount of the monthly Instalment of the Additional Loan(s) maximum disbursable at the expense of the Facility Amount (lower and upper limit).~~
- 3.6. ~~The Debtor hereby acknowledges and accepts that if the Bank accepts the Debtor's offer for the conclusion of a Contract during the credit assessment performed by the Bank (also taking into account the debtor rating to be determined during credit assessment) between and in accordance with the values (a) expressly requested by and (b) still acceptable to the Debtor, as specified in the Loan Application, the Contract shall enter into force upon the signature of the First Loan Notice by the Bank.~~
- 3.7. ~~On the basis of its credit assessment, the Bank shall be entitled to accept the Debtor's offer for the amount of the First Loan, the maturity date of the First Loan, the amount of the Instalment of the First Loan, and the terms and conditions set out in the Schedule of Interest and Fees for Citibank Personal Credit even with contents other than those stated in the Loan Application. The Bank shall notify the Debtor of such different conditions for acceptance. In such case, the Contract shall be concluded between the Parties if the Debtor confirms in writing that he or she has accepted the stipulations stated in the Bank's acceptance subject to differing content within 15 days of the Bank's notice regarding this. In the event of belated acceptance, or acceptance using a form not~~

~~specified by the Bank, the Bank shall be entitled to reject the offer without providing an explanation.~~

- 3.8 The Contract shall remain in force as long as all obligations of the Debtor arising under the Contract are fully performed.
- 3.9 If any provision of the Contract is invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions of the Contract.
- 3.10 The Debtor may rescind the Contract within 14 days from the date of conclusion of the Contract by way of a written declaration addressed to the Bank, without stating any reasons, if the Loan has not yet been disbursed. The Debtor may terminate the Contract by virtue of a written statement served upon the Bank within fourteen days of the conclusion thereof, without stating his or her reasons, if the Loan has already been disbursed by the Bank. The exercise of the right of withdrawal or termination may be regarded as completed in a timely manner if the Debtor posts the above statement as a registered mail consignment or sends it to the Bank in writing in any other verifiable manner before the expiry of the available time limit. The Debtor will, forthwith following the sending of his or her statement of withdrawal or termination, but within 30 days, at the latest, pay the Bank the amount of the Loan and the interest due to the Bank on the basis of the Contract as of the disbursement of the Loan until the date of repayment.

4. The loan fee

- 4.1 The Bank shall summarise all interest, fees and charges relating to the Contract in the **Announcement (before the Takeover Date:** Schedule of Interest and Fees for Citibank Personal Credit) forming part of the Contract.
- 4.2 The Debtor shall pay fixed interest on the Loan amount for the entire tenor of the Loan. The payment of the Loan shall be due monthly, subsequently, by payment of the Instalment together with the principal instalment for the month following the reference month, at the due date thereof. The Bank shall calculate the monthly interest according to the following formula: principal of the unpaid Loan multiplied by the annual interest rate and divided by 12.
- 4.3 The Bank shall charge a handling charge of a rate specified in the **Announcement (before the Takeover Date:** Schedule of Interest and Fees for Citibank Personal Credit) for the gross amount of the Loan(s). Of the gross amount of the Loan, the Bank shall deduct the amount of the handling charge prior to disbursement and shall disburse this (net) Loan amount to the Debtor.

5. Collateral

- 5.1 At the Bank's request, the Debtor shall grant the right to submit a collection order within 15 days of receipt of such request to his or her accounts kept with another bank or his or her account designated by the Bank and shall hand over the Bank a copy of the authorisation reported and also including a confirmation by the account-keeping bank in question regarding the granting of the right to submit a collection order. If the Debtor does not fulfil his or her above obligation or terminates his or her account kept with another bank and designated for granting the right to submit a collection order before the full repayment of his or her debt under the Contract and does not provide other appropriate collateral before an extended deadline of 15 days of receipt of the Bank's notice, the Bank shall be entitled to terminate the Contract with immediate effect.
- 5.2 By signing the Bank's relevant form (Salary Transfer Declaration), the Debtor:
- requests his or her employer to transfer a maximum of 33% of the Debtor's salary/remuneration paid under another legal title to the account specified by the Bank;
 - authorises the Bank, in the event of the Debtor's default, to forward the Declaration on salary transfer to the Debtor's employer and, based on this, to request that the employer transfer a maximum of 33% of his or her salary/other remuneration to his or her account kept with the Bank;
 - accepts that, at the time of his or her signing of the Declaration on salary transfer, the details of

the Debtor's employer are not on the form, given the fact that the person of the Debtor's employer may change at a later point in time;

- authorises the Bank to the effect that if he or she falls into arrears, the Bank shall subsequently specify, for the Debtor's employer at that given time, the data of the Debtor's employer and the amount in arrears on the form. The Debtor expressly acknowledges that the Bank is entitled to request, from whoever his or her employer is at any given time, and based on the Debtor's Salary Transfer Declaration, that the transfer be made to the Debtor's account kept with the Bank.

5.3 Preferential interest rate or discount handling charge subject to salary transfer

If the Debtor agrees, by signing the appropriate field of the Loan Application, to transfer or ensure the transfer of an amount equal to his or her certified wage at the date of the Loan Application or his or her regular income to be disbursed on similar grounds as those indicated on the application form at the time of Loan Application every month (even in more than one instalment) throughout the whole tenor of the Loan to his or her bank account (payment account) already kept with the Bank or opened at the same time as applying for the Loan, the Bank will take into account the Debtor's such commitment as collateral for the Loan. With regard to this collateral, the Bank shall provide the Loan in accordance with the terms and conditions of its credit assessment at the lower interest rate or for a lower handling charge compared to the Interest Rate specified in the Schedule of Interest and Fees in force at the time of conclusion of the Contract, in accordance with the contents of the Schedule of Interest and Fees in force at the time of conclusion of the Contract. The Schedule of Interest and Fees for Citibank Personal Credit in force at the time of conclusion of the Contract includes the rates of preferential interest or discount handling charge subject to salary transfer in a separate column. When applying for the Loan, the Debtor shall certify that he or she holds a Citibank bank account (payment account) to the Bank. In the case of a preferential interest rate, if the Debtor does not transfer the amount specified above in the last three subsequent months during the tenor of the Loan (in this section, the 'Months in Arrears'), the Bank shall be entitled to change the interest specified in the Contract as follows. The interest on the Loan will be the interests specified in the Schedule of Interest and Fees for Citibank Personal Credit in force at the conclusion of the Contract as of the due date of the Instalment payable in the month following the Months in Arrears for the hole remaining tenor of the Loan, which is evidently not the same as the preferential interest rate specified in the separate column of the Schedule of Interest and Fees for Citibank Personal Credit in force at the conclusion of the Contract. The Bank shall notify the Debtor of the changed Interest and other changes occurring as a result of the change in interest in a separate notice issued with the changed details. In other respects, the stipulations of the Contract applicable to interest shall apply to the preferential interest rate. In the case of a discount handling charge, if the Debtor does not transfer the amount specified above in the last three subsequent months during the tenor of the Loan (in this section, the 'Months in Arrears'), the Bank shall be entitled to charge a failure fee of the amount stated in a separate column of the **Announcement** ~~the current Schedule of Interest and Fees for Citibank Personal Credit~~, [corresponding to] the terms and conditions of the 'Citibank Praktikus Kölcsön' loan within 30 days after the Months in Arrears. The Debtor acknowledges and accepts, furthermore, that the Bank may automatically debit this fee to the Debtor's credit account kept with the Bank.

5.4 Loans subject to the condition of paying Instalments by direct debit

In the case of Loans subject to the condition of paying Instalments by direct debit, by completing the appropriate field of the Loan Application, the Debtor agrees to pay the Instalments by direct debit throughout the tenor of the Loan. If the Debtor does not pay the Instalments by direct debit in the last three subsequent months during the tenor of the Loan (in this section, the 'Months in Arrears'), the Bank shall be entitled to charge a fee for the failure to pay by direct debit of the amount stated in a separate column of the **Announcement** ~~the current Schedule of Interest and Fees for Citibank Personal Credit~~ within 30 days after the Months in Arrears. The Debtor acknowledges and accepts, furthermore, that the Bank may automatically debit this fee to the Debtor's credit account kept with the Bank.

6. Provisions applicable to the use of the Facility Amount, disbursement of the First Loan and Additional Loan(s), rules for Loan Supplement and Loan Renewal, and terms and conditions for the repayment of the Loan

6.1 At the Debtor's request, the Bank may make available a Facility Amount to the Debtor up to the amount specified in the Loan Application and the First Loan Notice, from which an Additional Loan(s) may be disbursed. If accepting the Debtor's application, the Bank shall specify the lower and upper limits for the detailed conditions applicable to the Facility Amount and the Additional Loan(s) maximum disburseable therefrom in the First Loan Notice, subject to the provisions of Section 3.5 of these General Terms of Contract.

6.2 Disbursement of the First Loan

If the conditions of disbursement are fully met, the Bank shall transfer the First Loan to the bank account (payment account) specified by the Debtor, not later than on the 30th (thirtieth) banking day of receipt of the complete and appropriately completed Loan Application and the annexes thereto, provided that the Debtor has met the Bank's credit assessment conditions and the Debtor is not in breach of contract until the date of disbursement.

6.3 Disbursement of Additional Loan(s)

After the Takeover Date, it is not possible to apply for Additional Loan(s). Sections 6.3.1 to 6.3.4 shall not apply after the Takeover Date.

~~6.3.1 If he or she requests so, the Debtor shall have the option to apply for an Additional Loan(s) before the Maturity Date of the Facility Amount via CitiPhone or another telephone channel designated by the Bank for this purpose up to the Facility Amount not yet drawn down within the limits of the Facility Amount specified in the Loan Application and the First Loan Notice, provided that he or she has met the Bank's credit assessment conditions applicable to the Additional Loan(s). The Debtor hereby accepts that an Additional Loan(s) may be applied for only and exclusively on the basis of the Bank's positive credit assessment and only if the conditions for the Additional Loan(s) are below the value limit stated in the Loan Application and within the limits applicable to the Facility Amount stated in the First Loan Notice.~~

~~6.3.2 The Bank may require the submission of separate documentation for application for an Additional Loan(s). By applying for a Loan, the Debtor also declares, at the same time, that (i) before submitting his or her application, he or she has become fully familiar with the terms and conditions for the Additional Loan(s) and those set in the Contract, in these General Terms of Contract for Citibank Personal Credit and in the Schedule of Interest and Fees for Citibank Personal Credit and that (ii) he or she expressly accepts them without any reservation.~~

~~6.3.3 The Bank shall record the Debtor's application for an Additional Loan(s) from the Facility Amount by CitiPhone or via another telephone channel designated by the Bank for this purpose, and shall notify the Debtor of the result thereof (in the event of approval, including the conditions for the Additional Loan(s) and the remainder of the Facility Amount) in writing, in the Additional Loan Notice. The Debtor hereby accepts (i) that the Bank will decide on the application solely on the basis of its own credit assessment and other internal regulations and (ii) that if the application does not meet the terms and conditions set out in the Loan Application/First Loan Notice and the Bank's credit assessment requirements or other internal regulations, the Bank will reject the application.~~

~~6.3.4 An Additional Loan(s) shall be disbursed in such a way that the Bank shall first set off the debt still existing from the Loan from the amount of the requested Additional Loan(s) (i.e. from the First Loan or the Additional Loan disbursed before the Additional Loan(s)), simultaneously with fully terminating such debt and, in the case of Credit Repayment Insurance Requested for the Loan Prior to Termination (for the First Loan or the Additional Loan disbursed before the Additional Loan(s)) and existing at the time of the disbursement of the Loan, it shall also reduce the principal debt existing from the Loan by the unpaid premium for the Credit Repayment Insurance, then it shall transfer the amount so remaining from the Additional Loan(s) after deducting the relevant handling charge and, if Credit Repayment Insurance was requested, the premium for such Credit Repayment Insurance, to the bank account (payment account) specified, in accordance with the~~

~~Debtor's instructions. After this, the Bank shall keep a record of only this Additional Loan as a new Loan and as a debt, to which the provisions of the Contract and the Additional Loan Notice shall apply in every respect. No prepayment fee shall be charged for such termination of the First Loan and the Additional Loan(s). The Debtor hereby accepts that the Bank will keep a record of the new Loan on a new loan account instead of the loan account of the First Loan or the Additional Loan(s) so terminated.~~

6.4 Loan renewal and loan supplementation

After the Takeover Date, it is not possible to renew or supplement the Loan, therefore, Sections 6.4.1 to 6.4.5 shall not apply after the Takeover Date.

~~6.4.1 If the Debtor did not apply for a Facility Amount in the Loan Application or the Debtor did not meet the conditions for the disbursement of an Additional Loan(s), the Bank reserves the right to make a direct offer from time to time to the Debtors selected on the basis of its own such credit assessment considerations for supplementing or renewing the existing Loan amount (the 'Loan Supplementation' or 'Loan Renewal') unless the Debtor has declared that he or she does not wish to receive such request from the Bank during the existence of the contractual relationship.~~

~~6.4.2 The Bank shall make a written offer with specific contents for Loan Supplementation or Loan Renewal directly to the Debtor concerned, in which it shall set all conditions therefor. Accepting the Bank's above offer shall be voluntary and shall be solely at the Debtor's own discretion. The Debtor may accept the offer by appropriately completing and signing the written declaration attached thereto and by returning it to the Bank.~~

~~6.4.3 By accepting the offer in accordance with Section 6.4.2, the conditions for Loan Supplementation or Loan Renewal (as the amendment of the existing Contract) shall enter into force between the Parties. Consequently, certain terms and conditions of the Contract change, while the Contract itself continues to remain in force and, except for the amended terms and conditions, the originally set terms and conditions shall apply thereto.~~

~~6.4.4 In the case of Loan Supplementation, the Bank shall disburse an amount corresponding to the principal amount of the originally specified Loan to the Debtor by spending some of it first on the repayment of the principal debt existing from the amount of the original Loan and, in the case of Credit Repayment Insurance existing at the time of disbursement of the Loan Supplementation, reducing the principal debt existing from the Loan also by the unpaid premium for the Credit Repayment Insurance, shall terminate the old loan account, then it shall open a loan account under a new number, and shall make available the remainder of the new loan amount (if Credit Repayment Insurance is requested, after deducting the Credit Repayment Insurance premium) in accordance with the provisions of the offer accepted by the Debtor.~~

~~6.4.5 In the event of Loan Renewal, the Bank shall disburse an amount larger than the principal amount of the Loan originally specified in the Contract to the Debtor in the same way as the disbursement of the Loan Supplement.~~

6.5 The Bank may require, as a condition for the disbursement of the Loan, that the Debtor confirm his or her obligations existing under the Contract in an executable notarial deed at his or her expense. In this case, the completion of a notarial deed considered acceptable by the Bank and receipt thereof by the Bank shall be a condition for the disbursement of the Loan(s). The Debtor hereby authorises the Bank to hand over details about the Loan to a notary public for the purpose of drawing up a notarial deed, and the Debtor hereby authorises the proceeding notary public to directly contact him or her for the purpose of drawing up a notarial deed. In this case, the date for the disbursement of the Loan shall be the second business day from the date of the notarial deed.

6.6 Repayment of Loan

6.6.1 The Loan shall be repaid monthly, in equal Instalments. The first Instalment shall be due on the Due Date specified by the Debtor in the Loan Application, which, however, may depend on the Bank's credit assessment. If no Due Date is specified, the Due Date for the first Instalment may be maximum the 61st day from the Disbursement Date. The Due Date is included in the Notice. The Debtor undertakes to pay the Instalment on the Due Date every month. **As of the Takeover Date, the Due Date shall be determined in accordance with the following principle:**

(Original) Due Date preceding the Takeover

Date:

1st to 5th day of the reference month

6th to 10th day of the reference month

11th to 31st day of the reference month

Due Date modified as of the Takeover Date:

5th day of the reference month

10th day of the reference month

15th day of the reference month

6.6.2 The Debtor undertakes to pay his or her debt arising from the Contract in full to the Bank on the Due Date. If the Due Date is not a banking day, the Due Date shall be the first banking day following the Due Date.

6.6.3 The Debtor shall pay the Instalment and his or her debt existing under the Contract to the Bank by the payment method selected by him or her. The following methods of payment may be selected, with the proviso that the scope of payment methods may be changed at the time of the conclusion of the Contract at the Bank's own discretion.

(a) Transfer: In this case, the method of payment shall be transfer from the Debtor's bank account (payment account).

(b) ~~Postal cash transfer order: In this case, the Debtor may pay with a postal cash transfer order made available by the Bank at any post office.~~

After the Takeover Date, it is no longer possible to use the payment method of 'Postal cash transfer order'. The Debtor shall fulfil his or her obligations arising from the Contract by any of the payment methods defined in Section 6.6.3(a), (c) or (d).

(c) Direct Debit: In this case, the Debtor shall commit the amount of the monthly Instalment on his or her bank account (payment account) stated in the authorisation completed and signed by the Debtor and constituting an annex to the Loan Application on the banking day preceding the Due Date every month, which the Bank shall draw down on the basis of the authorisation completed and signed by the Debtor and constituting an annex to the Loan Application by debiting the bank account (payment account) stated in the authorisation on the banking day preceding the Due Date.

(d) Automatic collection from a current account kept with Citibank: In the case of this payment method specified in the Loan Application, the Bank shall debit the Debtor's current account kept with Citibank with the Instalment due on the Due Date.

Provision applicable after the Takeover Date: Automatic collection from a current account kept with Erste Bank: The Debtor hereby expressly authorises the Bank to set off its receivables due under the Contract (principal and incidental charges thereon) against the Debtor's bank account receivables on the Due Date or at any time thereafter up to its receivables existing in such a way that the Bank shall be entitled to debit any of the Debtor's bank accounts kept with the Bank with the amount due under the Contract without or in spite of any instruction received from the Debtor.

~~As requested by him or her, the Debtor may request an authorisation form for transfer orders, postal cash transfer orders or direct debit orders from the Bank via CitiPhone.~~

6.7. **Prepayment**

6.7.1 Partial **or Full** Prepayment:

The Debtor shall be entitled to repay the Loan before the maturity date stipulated in the Contract. Partial/full prepayment shall be made on the basis of the declaration (declaration of prepayment/early repayment declaration) signed by the Debtor. In the event of partial/full prepayment, the Debtor shall pay the Bank only the fee associated with partial/full prepayment as described in the Announcement.

It is a condition for partial/full prepayment, furthermore, that at the time of prepayment the Debtor shall have no overdue debt above the principal debt in connection with the transaction in question on any legal grounds.

The Debtor hereby accepts that, considering that amounts credited to his or her retail bank

account/repayment account is not automatically applied to prepayment, in the absence of the Debtor's declaration of prepayment/early repayment, the Bank shall not spend the amounts credited to the Debtor's retail bank account/repayment account on partial/full prepayment.

The Parties hereby establish that completion of the prepayment or early repayment form and sending it to the Bank solely serve to provide prior notification to the Bank. The Bank shall accept partial/full prepayment. The Debtor hereby accepts that it is necessary to complete a prepayment/early repayment form used as preliminary notice.

Partial/full prepayment is possible at any time during the tenor of the Loan. In the case of partial prepayment and annuity FX credit, the Bank shall account for the amount to be prepaid on the next due date for the Instalment payment of the Loan for reducing the debt at the exchange rate specified for the particular transaction and valid on the reference day. Prepayment shall not exempt the Debtor from paying the Instalments. In the event of full prepayment, the loan transaction shall be closed only if the amount required for full prepayment and a complete declaration of early prepayment are available, not later than on the next banking day.

If repaying the Loan in part, the Debtor shall announce his or her intent to prepay the Loan via CitiPhone 10 days prior to the planned date of prepayment. The Debtor shall pay the amount to be prepaid ten (10) and six (6) business days before the date of prepayment, before the due date of the Instalment, in the case of a postal cash transfer order and bank transfer, respectively, and he or she shall notify the Bank thereof by registered mail. The Debtor shall post the notice not later than four (4) business days prior to the due date of the Instalment. The notice shall include (1) the amount to be prepaid, (2) the Loan account number, (3) the date of payment/transfer of the amount to be prepaid, and the specification of whether the Debtor requests the reduction of the amount of the Instalment or the tenor of the Loan after prepayment. The Bank shall reduce the Loan amount with the prepaid amount on the due date of the next Instalment. The Bank shall confirm the amount of the changed Instalment or the changed tenor of the Loan in question or the repayment of the Loan in question to the Debtor. With prepayment, the Instalment or the tenor of the Loan shall change in the manner stated in the confirmation sent by the Bank, but the other terms and conditions of the Contract shall remain unchanged. The Bank shall charge a fee of the amount specified in the Schedule of Interest and Fees for Citibank Personal Credit for covering its technical costs incurred during the handling of the prepayment.

6.7.2 Full Prepayment: **[The provision has been consolidated with Section 6.7.1.]**

The Debtor may become familiar with the details relating to the remaining full Loan debt via CitiPhone. The Debtor shall post a written notice of full prepayment simultaneously with payment/transfer by registered mail. The notice shall include (1) the loan account number, (2) the total amount prepaid and (3) the date of payment/transfer of full prepayment. The Bank shall confirm the completion of full prepayment to the Debtor. The other terms and conditions a full prepayment shall be the same as the rules for partial prepayment, with the proviso that in the event of full prepayment, the Contract shall terminate.

6.7.3 Unsettled payments: the Bank shall not settle amounts paid over and above the Instalments due and the amount of non-contractual prepayments against the credit debt. At the Debtor's request, the Bank shall refund the amount of unsettled payments to the bank account (payment account) specified by the Debtor or, in the case of a due prepayment application for the amount, it shall settle the balance against the loan debt.

The Debtor shall be entitled to ask information from the Bank in the form of amortisation tables free of any fee, charge or other payment obligation at any time during the term of the Contract. The amortisation table separately includes the amount of the Monthly Instalments, the frequency and conditions of repayment, and all other consideration elements of the individual Instalments other than the Principal and Interest (including fees, commissions and charges).

7. Default

- 7.1 If the Debtor fails to meet its repayment obligation towards the Bank by the due date, the Bank shall be entitled to charge additional default interest at the rate specified in the ~~Schedule of Interest and Fees for Citibank Personal Credit~~ **Announcement** for the period of default over and above the contractual interest specified in the Notice. The Bank shall calculate the default interest by taking into account the number of days that have actually elapsed and a 365-day year.
- 7.2 ~~This provision shall not apply as of the Takeover Date.~~ The Bank shall be entitled to charge a default charge as specified in the Schedule of Interest and Fees for Citibank Personal Credit to cover its administrative costs incurred in connection with the default.
- 7.3 ~~This provision shall not apply as of the Takeover Date.~~ If the Debtor is in arrears by over 90 days, the Bank shall be entitled to charge a separate procedural fee corresponding to 10% of the outstanding debt to cover its costs incurred in connection with the collection of the amount in arrears (administrative, postal, legal, etc. costs).
- 7.4 In the event of late payment, the Bank shall be entitled to send the Salary Transfer Declaration to the Employer.
- 7.5 The Debtor hereby authorises the Bank to debit, should the Debtor default, the amount of the outstanding debt to any of the Debtor's accounts kept with the Bank.
- 7.6 If the Debtor pays the Instalment to the Bank in the manner detailed in Section 6.6.3(c), the Debtor shall be deemed to have fallen in arrears with the payment of the Instalment if no cover corresponding to the total Instalment due is available on his or her bank account on the banking day preceding the Due Date ~~or the repeated debit date specified in Section 6.6.3(e) and, consequently, the direct debit is not executed.~~

8. Amendment of Contract

8.1 Amendment of Contract initiated by the Debtor

- 8.1.1 The Debtor may initiate the modification of the method of repaying the Instalment, ~~the maturity date of the Loan or the person of the Co-debtor.~~ The Debtor shall ~~post~~ **submit the relevant letter declaration** not later than ~~6~~ **11** business days before the due date of the next Instalment to **any of the bank branches. The Debtor and the Co-debtor shall initiate the amendment of the Contract in a joint declaration.**
- The application shall be deemed an offer for the amendment of the Contract, and the Debtor shall be bound to his or her offer (may not withdraw it) until the Bank notifies him or her of the assessment thereof in writing. The Debtor hereby accepts that if the offer does not meet the Bank's credit assessment requirements or other internal regulations, the Bank may reject the offer and may refuse to enter into the Contract amendment.
- 8.1.2 If the Bank accepts the application, it shall modify the method of payment **(except for Direct Debit)** ~~or the maturity date of the Loan, or the change in the person of the Co-debtor~~ **as of the banking day following the service of the declaration of acceptance by the Bank (receipt thereof at a bank branch)** ~~posting starting on the due date of the second Instalment.~~
- In the case of direct debits, the modification date of the payment method shall be:**
- (a) the next Due Date if the notice of authorisation given by the payment service provider obliged to execute the Direct Debit is served on the Bank by the 11th business day preceding the next Due Date;**
- (b) the second next Due Date if the notice of authorisation given by the payment service provider obliged to execute the Direct Debit is served on the Bank by the 11th business day preceding the next Due Date.**
- The Bank shall confirm the fact of amendment to the Debtor by accepting the application.** and shall confirm this fact to the Debtor in writing. Upon confirmation, the contract amendment shall enter into force. The parts of the Contract not affected by the contract amendment shall remain in force unchanged.

8.2 Unilateral amendment of Contract by the Bank, which is unfavourable for the Debtor

- 8.2.1 The Bank is not entitled to unilaterally amend the interest and other conditions of the Contract adversely for the Customer, save for the costs and fees specified in the Contract.
- 8.2.2 The Bank expressly reserves the right to unilaterally amend the fees and costs specified in the loan Contract adversely for the Customer in accordance with the requirements specified by the provisions of the Fhtv. and other mandatory legislation.
- 8.2.3 The Bank shall be entitled to amend any cost under the loan Contract – proportionally to the actual increase of the given cost item – provided that the given cost is related to a third party service and has incurred directly in the Customer's interest during the conclusion or amendment of the Contract and in connection with contacting the Customer, in a manner that allows the given cost item to be borne by the Customer.
- 8.2.4 The Bank shall be entitled to increase the fees specified in the loan Contract not more than by the annual rate of Consumer Price Index published by the Hungarian Central Statistical Office for the preceding year.
- 8.2.5 The Bank shall be entitled to increase and amend any cost when it is actually incurred, and the fees once in each year with effect of 1 April.
- 8.2.6 The Bank shall notify the Customer of the unilateral amendment of any cost or fee not later than 60 days before the effective date by post or in another direct way specified in the Contract (e.g. by email) and by posting an Announcement on its website (~~www.citibank.hu~~ www.erstebank.hu) and on its premises open for Customers (branches, loan centres and agents' offices).
- 8.2.7 If the Bank unilaterally modifies the terms and conditions of the Contract, the Client shall be entitled to terminate the Contract upon 30 days' notice before the effective date of the modification without having to pay any fees or costs or being subject to any other payment obligations. In this case, the Customer shall be entitled and obliged to make prepayment free of charge.

8.3 Other modifications

- 8.3.1 The Bank reserves the right to unilaterally modify any condition of the Contract in a manner that is not unfavourable for the Debtor.
- 8.3.2 Provided that it is by mutual consent, the Parties shall be entitled to modify any term of the Contract, replacing it by any content.
- 8.3.3 It is not considered a unilateral modification disadvantageous to the Debtor if the Bank launches a new service and a new fee related thereto, if the Debtor is not obliged to make use of the new service and if the modification of conditions (introduction of a new fee) is applicable exclusively to new Debtors or newly concluded Contracts.

9. Termination of the Contract

- 9.1 Termination of Contract by the Bank
The Debtor hereby accepts that the Bank shall be entitled to terminate the Contract with immediate effect if:
 - (a) any circumstance comes to the Bank's knowledge on the basis of which the Bank could refuse to disburse the Loan under the terms of Section 524(1) of the old Civil Code (in respect of all Contracts concluded before 15 March 2014) or under the terms of Section 6:384 of the new Civil Code (in respect of Contracts concluded after 14 March 2014 and all Contracts in respect of which the Parties stipulate the application of the new Civil Code); or
 - (b) if any of the facts listed in Section 525(1) and (2) of the old Civil Code (in respect of all Contracts concluded before 15 March 2014) or in Section 6:387 of the new Civil Code (in respect of Contracts concluded after 14 March 2014 and all Contracts in respect of which the Parties stipulate the application of the new Civil Code) occurs;
 - (c) the Debtor is late in fulfilling any of his or her obligations under the Contract and fails to remedy such omission within 15 days of receipt of the Bank's written notice;
 - (d) the Debtor's financial situation undergoes a substantial adverse change and the Debtor does not

- provide appropriate collateral notwithstanding a notice to that effect.
- 9.2 The legal consequences of termination of the Contract
Upon the termination of the Contract, the Bank's commitments defined in the Contract shall cease and all debts of the Debtor outstanding towards the Bank shall be due and payable on the day of termination of the Contract, regardless of the original due date thereof, and the Bank shall be entitled, on the due date, to satisfy its receivables from any of the Debtor's accounts, deposits and receivables kept with the Bank. Termination of the Contract shall not, however, terminate the Parties' settlement and payment obligation.
- 9.3 Prior to terminating the Contract, the Bank shall draw the Debtor's attention, in a written demand for payment, to the amount of the total outstanding overdue debt, the rate of interest payable and default interest, as well as the additional interest charges payable in the event of non-payment and the expected legal consequences in the event of the non-settlement of the debt.

10. Notices

As of the Takeover Date, notices shall be governed by Chapter 8 of the Business Rules for Financial and Supplementary Financial Services, and Sections 10.1 and 10.2 shall not apply.

- ~~10.1 The Parties shall send communications/notices regarding the Contract in writing, except for variances expressly specified in the Contract. The Bank shall send the communications/notices to the Debtor's mailing address specified in the Loan Application. The communication/notice sent by the Bank shall be deemed to have been served on the fourth (4th) day of the dispatch thereof. The Bank is not obliged to accept illegible communications/notices, incorrect data and photocopies.~~
- ~~10.2 If the Bank enters into a contract with more than one Debtor, the Bank shall send all notices/communications to the Debtor specified on the first page of the Loan Application. After receiving the notice/communication sent by the Bank to the Debtor, he or she shall send a copy thereof to the Co-debtor within three (3) days.~~

11. Protection of personal data

Sections 11.1 to 11.7 shall not apply as of the Takeover Date. Any data related to the Contract and the disclosure thereof to third parties and other organisations shall be governed by the legislative provisions applicable to bank secrets and the protection of personal data, as in force, and the provisions of the Bank's Business Rules and Data Management Information Brochure.

11.1 Any data related to the Contract and the disclosure thereof to third parties and other organisations shall be governed by the legislative provisions applicable to bank secrets and the protection of personal data, as in force, and the provisions of the Bank's Business Rules and Data Management Information Brochure.

- ~~(a) with respect to all of his or her personal data that are provided by him or her during the term of the Contract whether in writing, orally or in any other way, or that has come into the Bank's possession in any other way, manage, store and process such data in accordance with the relevant data protection legislation, within the applicable period of limitation or period defined by other mandatory legislative provisions, in order to enforce the rights and fulfil the obligations arising from the Contract, for the purpose of risk analysis and reduction and in order for the Bank to notify the Debtor directly of information about the Contract and the services provided by the Bank (unless the Debtor has expressly objected to the latter) and for purposes specified in other parts of the Contract.~~
- ~~(b) the Bank may, within the law, check the authenticity of the data supplied by the Debtor.~~
- ~~(c) process the Debtor's details generated/managed connection with the Contract in compliance with the data protection legislation; to manage them during the Bank's work processes within the units~~

- of Citigroup (preparation of statistics, printing of account statements) and to forward them to or share them with another unit belonging to Citibank/Citigroup either within Hungary or abroad for the purpose of processing and management, furthermore, to transfer them to the Bank's banking and/or investment agents for the purpose of selling the Bank's services or settling accounts with such agents;
- (d) in connection with the services performed for the Debtor, release the data related to him or her to third parties for the purposes of printing postal orders, printing account statements, consumer research conducted at the Bank's instruction in relation to the Bank's products, enforcing the Bank's due claims as well as data management and processing associated with the foregoing;
 - (e) if the Debtor has tax liabilities in the United States of America (the '**USA**'), file reports as defined in the tax laws of the USA on the Debtor's accounts kept with the Bank with the competent authorities of the USA; in this respect, the Debtor shall relieve the Bank from the obligation of secrecy;
 - (f) the Bank may, when assessing applications for, or renewing, certain Services, especially credit-type services, apply automated case-by-case decision-making, within the context of which the Bank shall evaluate the Debtor's personal data exclusively through automated data processing implemented using IT tools. In connection with such automated case-by-case decision-making, the Bank shall provide an opportunity for the Debtor concerned to express his or her opinion, and shall, upon request, provide information on the mathematical method used and the key aspects thereof.
- 11.2 The Debtor hereby accepts and consents to the following:
- (a) the Bank may process any personal data handed over to the Bank in any of the units of Citigroup in the following countries, in accordance with the Hungarian data protection laws: Germany, Singapore, Poland, Greece, the United States of America, Britain, India, the United Arab Emirates or the Philippines, with the proviso that as of the date of coming into force of the international convention on the accession of Hungary to the European Union, any data forwarded to the member states of the European Union shall be regarded as equivalent to data transfers within the territory of the Republic of Hungary.
 - (b) The Bank shall ensure the protection of the Debtor's rights related to his or her personal data, which is determined in Act CXII of 2011 on the right to informational self-determination and freedom of information, also in the case of the data management by the Bank abroad.
 - (c) Under the law, the Bank is entitled/may be obliged to fulfil certain data disclosure obligations not constituting the violation of bank secrets.
- 11.3 The Debtor hereby authorises the Bank to release his or her name and address to a third party that declares in writing that the amount paid or transferred by such third party to the Debtor's bank account (payment account) was paid in the absence of any debt, and the Customer does not him or herself arrange for repayment or contacting the third party within 15 days following the relevant preliminary notification of the Debtor by the Bank.
- 11.4(a) The Debtor hereby accepts that the Bank states the scope of outsourced activities, as defined in the Hpt., and the persons performing the outsourced activities in the annex to the Schedule of Interest and Fees for Citibank Personal Credit. Besides this, the Bank shall provide information on the website www.citibank.hu on the third parties who/which may manage, store or process the data of Debtors as part of their other activities pursued in the interest of the Bank.
- (b) The Debtor hereby accepts and endorses that the Bank shall, in the interest of the conclusion of the Contract and the prevention of unauthorised use of personal identification documents, check, based on the data service of the Central Office for Administrative and Electronic Public Services, the personal data provided by the Debtor, or the reason for and time of any deletion from the register. If, under Section 2(1) of Act LXVI of 1992 on the registration of the personal data and address of citizens, the Debtor enforces his or her right to prohibit the use of data, the Debtor shall also grant a one-off authorisation for the release of the data affected by the prohibition.
 - (c) The Debtor hereby acknowledges and accepts that the Bank shall be entitled to record the telephone conversations conducted in the course of the CitiPhone Banking Service and other communication with the Bank and may freely use such audio recordings as evidence in any

- dispute related to the given conversation. This, however, does not mean that the Bank records or shall record every telephone conversation.
- (d) The Debtor hereby accepts and endorses that the Bank may install cameras in its premises open for customers, with which it may make video recordings of the Debtor, and the Bank may use such video recordings as evidence to assist in the settlement of any disputes.
- 11.5 In addition, the Debtor hereby accepts that if, after the handover of the Loan Application, no Contract is concluded, the Debtor may demand the return of any documentation containing the Debtor's personal data and handed over to the Bank within eight days of the failure of concluding the Contract. On the basis of such request, the Bank shall return such documentation to the Debtor. After the expiry of the period available for demanding the return of documentation containing personal data, the Bank shall store, handle and process any documentation containing such data in full compliance with the rules of data protection set out in the relevant legal regulations.
- 11.6 The Debtor hereby accepts that, depending on his or her consent, the Bank will provide information to the Debtor from time to time about its products, services for advertising purposes, by way of direct mail, telephone, SMS or email message or will provide information from time to time about the Contract. To this end, the Debtor is aware that it shall inform the Bank forthwith about any change in his or her address, mobile phone number, email address or other contact details provided by him or her. The Bank shall not be liable for any damage arising from failure to give notice. The Debtor may notify the Bank personally at any branch, in writing, via CitiPhone Banking, or in an email message, if he or she does not wish to receive information by way of such direct marketing. The Debtor may indicate his or her desire not to receive such information at any time, without explanation or condition, and free of charge. The Bank shall, however, be obliged to send any information required under the Contract and by the legal regulations to the Debtor even in the event of such request. At the Debtor's request, the Bank shall provide information within 25 days on the Debtor's data handled by the Bank or processed by the data processor commissioned by the Bank, as well as on the aim, legal basis and period of data handling, the name and address (head office) of the data processor and his or her activities related to data handling, and furthermore, on the parties who receive or have received the data and the purpose of their receiving such data. Such information shall be provided free of charge if the Debtor did not submit any application for information relating to the same matter to the Bank in the current year. In other cases the Bank reserves the right to establish the amount, and request the reimbursement, of the costs related to the provision of the information. The Debtor may object to the handling of his or her personal data (i) if the handling (forwarding) of personal data is required exclusively for the enforcement of a right or the lawful interest of the Bank or the party receiving the data, unless the data handling was ordered by law; (ii) the personal data are used or forwarded for the purpose of direct marketing, public opinion polling or scientific research; (iii) the exercise of the right of objection is otherwise permitted by law. If his or her rights are infringed, he or she may, furthermore, have recourse to the court or may file a report with the Data Protection Ombudsman.
- 11.7 The Debtor hereby declares that all of his or her consent to data management, storage and processing, as detailed above, is the voluntary and definite declaration of the Debtor's relevant will, which is based on appropriate information, including the Debtor's rights and rights of legal remedy associated with data management, by which (by applying for the service or signing the Contract) the Debtor gives his or her unmistakable consent to the management of his or her personal data.

12. Central Credit Information System, related data management and opportunities for legal remedy

- 12.1 The Central Credit Information System (the 'CCIS') is a closed database, which is aimed at ensuring a more well-founded assessment of creditworthiness and furthering the fulfilment of the conditions of responsible lending and the reduction of lending risks in the interest of the security of

debtors and reference data providers in the interest of the security of reference data providers defined in Act CXXII of 2011 on the Central Credit Information System (the 'CCIS Act').

12.2 Conditions for transferring data to the Central Credit Information System

12.2.1 Only the data specified in the CCIS Act may be managed in the CCIS (the 'reference data').

12.2.2 The reference data provider hands over, to the financial enterprise that operates the CCIS (hereinafter: CCIS Operator), the reference data of the natural person who:

- (a) enters into a contract with the reference data provider (i) for the provision of credit or a cash loan, (ii) financial leasing services, (iii) for the issuance of electronic money or a cash-substitute payment instrument (e.g. paper-based traveller's cheques, bills of exchange), and the provision of the service related thereto which does not qualify as a payment service; (iv) for the provision of surety or a bank guarantee, or some other banker's commitment, or (v) who concludes a student loan contract as defined in a separate statutory regulation, or (vi) a Contract for the provision of an investment loan to an investor, or (vii) a contract for securities lending/borrowing (the 'positive debtor list'), within two working days following the conclusion of the Contract. Prior to the handover to the CCIS of the reference data related to the 'positive debtor list', the natural person customer is entitled to issue a statement as to whether he or she consents to having his or her data forwarded from the CCIS to other reference data providers. This consent may be refused by the natural person customer at any time during the period of record-keeping of the data in the CCIS. If the natural person customer does not consent to the forwarding from the CCIS of his or her data, the refusal to give consent and the details related to the refusal (the date and place of the declaration, the identification data of the reference data provider, the customer's identification data and a comment indicating that consent was denied) will be recorded in the CCIS. The natural person customer's written declaration shall apply to all the natural person customer's contracts constituting the subject of data provision. If the Customer changes the substance of his or her declaration later on and withdraws or refuses his or her written consent, then in all cases the natural person customer's most recently made written declaration shall apply in respect of all his or her Contracts constituting the subject of data provision. The natural person customer may request in writing from the financial enterprise that operates the CCIS at the time of conclusion of the Contract or during the term of the Contract – via the reference data provider – that the financial enterprise operating the CCIS manage his or her data related to the 'positive debtor list' for no more than five years following the termination of the contractual relationship. The consent for the management of data after termination of the legal relationship may be withdrawn at any time in writing via the reference data provider before the termination of the legal relationship and after that directly via the financial enterprise operating the CCIS.
- (b) in the case of the contracts listed in paragraph (a), fails to meet his or her payment obligations under the contracts listed in paragraph (a) in such a way that the amount of his or her overdue and unpaid debt exceeds the statutory monthly minimum wage effective as at the date of default and such overdue debt in excess of the minimum wage has been outstanding continuously for more than 90 days;
- (c) provides untrue data when initiating the conclusion of a contract for the services specified in paragraph (a), and this can be proven with documentary evidence; or if, due to the use of a false or forged document, the court rules in a legally binding resolution that a crime defined in Sections 274 to 277 of Act IV of 1978 on the Criminal Code, which was in effect until 30 June 2013 (the 'old Criminal Code') (falsification of a public deed, falsification of a private deed or documentary fraud) or in Sections 342, 343, 345 or 346 of Act C of 2012 on the Criminal Code (the 'Criminal Code') (falsification of a public deed, falsification of a private deed or documentary fraud) has been committed;
- (d) due to the use of a cash-substitute payment instrument, is found by the court, in a legally binding ruling, to have committed a crime specified in Section 313/C of the old Criminal Code (fraud using a cash-substitute payment instrument) or in Section 374(5) and Section 393 of the Civil code (a case classified as economic fraud or fraud using a cash-substitute payment instrument) (paragraphs (b) to (d) collectively the 'negative debtor list').

12.3 The range of data that may be sent to the Central Credit Information System

- 12.3.1 In the course of the handover specified in Section 12.2.2, the Bank shall hand over to the CCIS operator the identification data of the natural person (name, name at birth, date and place of birth, mother's name at birth, personal identification document (passport) number or the number of another certificate that according to Act LXVI of 1992 on the registration of the personal data and address of citizens is suitable for verifying personal identity, address, address for written correspondence and electronic mail address), and:
- (a) in the case of Section 12.2.2(a) the contractual data relating to the contract specified therein (the type of the contract and the identifier (number) thereof, date of conclusion, expiry or termination of the contract, classification of the customer (debtor, co-debtor or surety), the amount and currency of the contract, as well as the method and frequency of repayment, furthermore, in the course of the data provision specified in Section 12.2.2(b), the date on which the conditions specified in Section 12.2.2(b) are met, the amount of overdue and unpaid debt at the time that the conditions specified in Section 12.2.2(b) are met, the manner and date of the termination of the overdue and unpaid debt, the assignment of the claim to another reference data provider, reference to any litigation, the fact of prepayment, the prepaid amount and the amount and currency of the remaining principal debt, and the amount and currency of the repayment instalment of the contractual amount;
 - (b) in the case of Section 12.2.2(c), the data pertaining to the initiation of the contract specified in Section 12.2.2(a), (the date and reason for the rejection of the application, documentary evidence, number of legally binding court decision, name of the proceeding court and content of the operative part of the decision);
 - (c) in the case of Section 12.2.2(d), (e) and (f), the data pertaining to the use of the cash-substitute payment instrument (the type and identification (number) of the cash-substitute payment instrument, the date of blocking, the date, number and amount of any transactions performed with the blocked cash-substitute payment instrument, the number of unauthorised uses, the amount of the damage caused, the date on which the court decision became legally binding, reference to any litigation);
 - (d) the reference data provider shall, by the fifth business day following the reference month, hand over to the CCIS Operator the amount, furthermore, if the registered person makes prepayment during the term of the contract, it shall provide to the CCIS Operator, within five working days following the prepayment, the data related to the prepayment (fact and date of the prepayment, the prepaid amount, and the amount and currency of the outstanding principal debt).

12.4 Handling of the reference data

- 12.4.1 The Bank maintains a record of the sending of reference data to the CCIS Operator (fact and time of the sending, and the range of data sent).
- 12.4.2 The reference data handed over in accordance with Section 12.3 must be managed by the CCIS Operator, in the case specified in section 12.2.2(a), immediately after the termination of the contractual relationship, and/or in the case of the consent specified in Section 12.2.2(a), for five years after the termination of the contractual relationship, and in the case specified in Section 12.2.2(b), for a year after the repayment of the debt, or for five years if the debt has not been repaid, and in the cases specified in Section 12.2.2(c) and (d) also for five years, and after the expiry of such period it shall definitively and irreversibly delete the reference data. In the cases specified in Section 12.2.2(b) to (d), with respect to calculating the period, the start date shall be:
- (a) with respect to the cases specified in Section 12.2.2(b), the date of elimination of the overdue debt, or if the debt has not been eliminated, the end of the fifth year from the date of data provision;
 - (b) the date of data provision in the cases specified in Section 12.2.2(c) and (d).
- 12.4.3 The CCIS Operator shall also immediately and irreversibly delete the reference data if:
- (a) the Bank ceases to exist without a legal successor and has not transferred the claim under the contract pertaining to the data provision to another reference data provider;
 - (b) the Bank has transferred the claim under the contract pertaining to data provision to an entity that is not a reference data provider;
 - (c) the reference data was entered into the CCIS unlawfully.

12.5 Data request from the CCIS

- 12.5.1 The CCIS Operator may only accept the reference data provided by the Bank and by other reference data providers, and may only make the reference data managed by it available to the reference data providers based on the data request submitted by them, in the case under Section 12.2.2(a) only if the Customer has consented thereto in his or her written declaration.
- 12.5.2 In addition to the reference data pertaining to the registered person indicated in the data request, no other data may be provided from the CCIS to the reference data provider.
- 12.5.3 A data request pertaining to the reference data of a natural person may only be used for the purpose of making decisions providing grounds for the conclusion of the Contract specified in Section 12.2.2(a) and the fulfilment of the requirement of responsible lending or the provision of information to the party concerned under Section 12.5.4.
- 12.5.4 Anyone may request information from any reference data provider (including the Bank) about their data contained in the CCIS and about the identity of the reference data provider that made the data available.
- 12.5.5 The Bank forwards the information request within two business days, to the CCIS Operator, which sends the requested data in a sealed manner within three days to the Bank, which, without delay after receipt thereof but no later than within two business days, returns the data to the person making the request, again in a sealed manner, in written form, by post with confirmation of receipt. The information is free of charge for the person requesting it and no cost reimbursement or other fee may be charged for it.
- 12.5.6 If the reference data have been entered in the CCIS unlawfully or have to be corrected or deleted as a result of the complaint of the registered person, the Bank shall repay the fee paid by the applicant to the applicant.

12.6 Remedy options

- 12.6.1 The registered person (the 'Debtor') may seek legal remedy if the Bank sends his or her reference data to the CCIS or if the Bank handles such data, by submitting an objection or by filing a claim in a court of law.
- 12.6.2 The registered person (the 'Debtor') may submit an objection to the Bank or the CCIS Operator requesting the correction or deletion of the reference data, which the Bank or the CCIS Operator is obliged to review within five business days of receipt thereof and to notify the registered person of the result of such review, in written form sent by post with confirmation of receipt, without delay but no later than within two business days after conclusion of the review.
- 12.6.3 If the Bank accepts the objection, it shall, without delay, hand over the reference data to be corrected or deleted – while simultaneously notifying the Debtor – to the CCIS Operator, which shall make the required change to the records without delay, but within five working days at the latest.
- 12.6.4 The Debtor may file a claim against the Bank and the CCIS Operator with the local court with jurisdiction in the matter for unlawful provision and management of reference data or for the purpose of having the reference data corrected or deleted,
 - (a) within 30 days of receipt of the notice of the investigation of the objection if he or she disagrees with the result of the review of the objection;
 - (b) within 30 days after the expiry of the deadline stipulated with respect to the obligation to provide information if the Bank or the CCIS Operator fails to comply with its obligation to provide information as specified in sections 12.5.5 or 12.6.2.
- 12.6.5 The CCIS Operator shall, until such time as the matter is resolved in a legally binding manner, keep on record the fact that legal action has been launched, together with the disputed reference data.

13. Cooperation of the Parties to prevent money laundering

The Parties shall cooperate with each other order to comply with the legislation governing the prevention and combating of money laundering. If a suspicion arises on the part of the Bank that

the presumable purpose of the submission of the Loan Application is money laundering, it shall proceed in accordance with the relevant legislation and its own internal regulations.

- 13.1 Verification of identity and data-recording obligation: When establishing business relations with the Debtor, an employee or representative of the Bank shall identify the Debtor and shall record the Debtor's details specified in the relevant Act on the basis of the personal identification documents defined in **Act CXXXVI of 2007 on the prevention of money laundering and the financing of terrorism and the Announcement on 'Compliance with the Requirements of the Act on the Prevention of Money Laundering and the Financing of Terrorism', as in force.** The Bank shall also have an obligation to verify the Debtor's identity whenever it accepts a transaction order (Transaction) from the Debtor in an amount equal to or exceeding HUF 3,600,000 (in HUF, ~~a foreign exchange~~ or a foreign currency), as well as if – regardless of value limit – any fact, data or circumstance implying money laundering or the financing of terrorism arises, or if any doubt arises in relation to the authenticity or conformity of the previously recorded customer identification data. The verification of identity does not have to be repeated if (a) the Bank has already identified the Debtor in relation to another transaction, and (b) the Bank has already established the Debtor's personal identity in relation to the Contract, and (c) no change has occurred in the data prescribed by the relevant Act and recorded by the Bank in respect of the Debtor.
- 13.2 Obligation to make a declaration: The Debtor is obliged to make a written declaration to the Bank to the effect that he or she is proceeding in his or her own name or in the name and in the interest of the beneficial owner. The beneficial owner is the natural person on whose instructions a transaction order is being carried out (this person is the 'beneficial owner').
- 13.3 If any doubt arises at any time as to the identity of the beneficial owner, the Bank shall instruct the Debtor to issue a (repeated) written declaration relating to the beneficial owner.
- 13.4 If the data of the Debtor or the beneficial owner prescribed by law cannot be established or obtained during the identification process, the Bank shall refuse to conclude the Contract or to execute the transaction order or any subsequent transaction orders.

14. Transfer and Shareability

The Debtor may not transfer his or her rights or obligations arising from the Contract or (with respect to Contracts concluded after 14 March 2014 and all Contracts to which the Parties stipulate the application of the new Civil Code) may not transfer the Contract without the Bank's prior written consent. The Bank may transfer its rights or obligations arising from the Contract or (with respect to Contracts concluded after 14 March 2014 and all Contracts to which the Parties stipulate the application of the new Civil Code) shall be entitled to transfer its contractual position by way of transferring the Contract to a third party without the Debtor's prior consent. Based on such Transfer, the assignee and the party joining the Contract shall, within the framework of the Transfer, acquire the Bank's rights and obligations, and the Bank shall, within the boundaries of the Transfer, be relieved of all of its obligations hereunder.

15. Liability

- 15.1 Unless the provision of a rule of law provides otherwise, the Bank will not be responsible for any loss sustained by the Customer due to the non-performance or non-contractual performance of the Contract, not including the case of a breach arising from wilful or gross negligence or a breach harming human life or a person's physical state or health. In the event of breaches of contract arising from gross negligence, the Bank's liability shall only extend, unless otherwise provided by law, to the direct losses sustained by the Customer (not including any lost pecuniary advantage or other consequential damage).
For the purposes of the above provision, 'gross negligence' shall be any practice or omission by the Bank which gives evidence of a high degree of carelessness, improvidence, lack of expertise or recurring or repeated negligence on the part of the Bank and which stands in violation of the

- Bank's relevant rules, instructions or procedures or the applicable legislation, not including the cases of human error, inattention, erroneous assumptions and misunderstandings.*
- 15.2 The Debtor expressly agrees that it shall not, within the limits allowed by the law, enforce any claims for damages or other claims against the Bank's senior officers in relation to these General Terms of Contract or the Contract. The Bank's senior officers may directly cite such limitation of liability in the event of any dispute.

16. Third parties

Exclusively the Parties to the given Contract, as well as any third parties expressly authorised for such in the given Contract, shall be entitled to claim the service stipulated by the Contract concluded by the Bank. No third parties who have not been expressly authorised in the Contract concluded by the Bank shall be entitled to claim any Service stipulated by the given Contract.*

17. Expiry of claims

The Bank and the Customer agree that in addition to the facts and acts specified in Section 6:25(1) of the new Civil Code, any written reminder to fulfil a claim shall also interrupt the limitation period in respect of that claim.*

18. Custody obligations

- 18.1 The Bank shall record and keep custody of all items of property, assets and claims constituting the Customer's or a third party's property which come into its possession or under its custody in a separated and identifiable manner at the expense and risk of the Customer or third party, provided that there is no separate legal relationship in force between the Bank and the Customer or third party with respect to this. If there is a separate legal relationship for these services, the Bank shall proceed primarily on the basis of the provisions thereof. In respect of assets managed in a segregated manner, only obligations of custody and registration shall lie with the Bank.
- 18.2 The Bank may demand the reimbursement of its costs and expenses incurred in connection with its obligations of custody and registration, and may satisfy its claim for the reimbursement thereof as well as of any other claims it may have against the Customer or third party directly from the assets managed.*

As of 4 February 2017

Erste Bank Hungary Zrt.

* Contracts concluded after 14 March 2014 or any Contracts in respect of which the Parties stipulate the application of the new Civil Code.