

**General Business Conditions for Erste Retail Banking Services
for Customers taken over from Citibank**

On the basis of the agreement for the transfer of a portfolio of Contracts made between the Citi Europe plc. Hungarian Branch Office of and Erste Bank Hungary Zrt. on 2 September 2015, the portfolio of Contracts managed by the Retail Business Unit of Citibank is transferred to ERSTE BANK HUNGARY Zrt. with the authorisation of the National Bank of Hungary. The transfer of the portfolio of Contracts includes the Retail Deposit and Investment, Personal Loan, Credit Card and Micro Business Business Units of Citibank. On the basis of the transfer of the portfolio of Contracts, Citibank is replaced in Contractual relationships involving financial services by Erste Bank Hungary Zrt. as financial service provider and in Contractual relationships involving investment services by Erste Investment Zrt. as investment service provider.

After the date of transfer of the portfolio of Contracts specified in the permit of the National Bank of Hungary and stated in the notice letter sent to the Customer, Erste Bank Hungary Zrt. will provide the financial services provided under these General Business Conditions, taking into account the amendments set out in italic in these General Business Conditions.

The amendments initiated under these General Business Conditions are deemed accepted if the Customer does not notify Citibank of not accepting the amendments in writing before the transfer of the portfolio of Contracts to Erste Bank. The Customer shall be entitled to terminate the Contract affected by the amendments with immediate effect, without the obligation to pay any fees or charges or to make any other payments up, until the day preceding the effective date of the amendments.

Citibank informs the Customers that the amendments initiated under these General Business Conditions are deemed accepted if the Customer does not notify Citibank of not accepting the amendments by the date of transfer of the portfolio of Contracts. The Customer is entitled to terminate the Contract affected by the amendments with immediate effect, without the obligation to pay any fees or charges or to make any other payments, up until the day preceding the effective date of the amendments.

The effective date of these General Business Conditions is 4 February 2017.

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1. General Terms of the Services
 - 1.1. Introductory ProvisionsEffect of the General Terms of Business

The provisions of these General Terms of Business shall apply to all legal relationships between Citibank Europe plc. Hungarian Branch Office (registered office: H-1051 Budapest, Szabadság tér 7., Hungary, registration court and court number: Municipal Court of Budapest, acting as Court of Registration 01-17-000560) acting in the name and on behalf of Citibank Europe plc (registered office: 1 North Wall Quay, Dublin 1, Ireland, registration court and court number: Companies Registration Office, no. 132781) an

entity registered in Ireland) (hereinafter the 'Bank' or 'Citibank') **(after the transfer of the portfolio of Contracts, Erste Bank Hungary Zrt., hereinafter the 'Bank' or 'Erste Bank')** and the Customer in the course of which the Bank provides (or intends to provide) a Service to the Customer and/or the Customer avails him/herself (or intends to avail him/herself) of a Service from the Bank. The effect of these General Terms of Business extends to all other business relations in the course of which the Bank and its Contractual partner expressly agree on the application of these General Terms of Business.

1.1.1.2. In the case of Contracts entered into in respect of the Services, the provisions of the General Terms of Business shall be binding on both the Bank and the Customer even without any separate stipulation to this effect. The Parties may, however, depart by mutual consent from the provisions of the General Terms of Business in the individual Contracts or in respect of individual Orders, within the bounds of the applicable legal regulations, and in such cases these differing provisions shall override the provisions of the General Terms of Business.

1.1.1.3. **Issues not regulated in the General Business Conditions are governed by the provisions of the Bank's Business Rules and the Announcement. The Bank shall post the General Business Conditions, the Business Rules and the Announcements on its premises open for business with its Customers, shall make them available on the Bank's website (www.erstebank.hu) and shall make them available at the Account Holder's request free of charge prior to the conclusion of a Contract and at any time during the term of the Contract.**

1.1.1.4. The General Terms of Business shall be applicable in respect of any such issues as are not regulated by other parts of the Contract. If the General Terms of Business and another part of the Contract provide differently in respect of the same issue, the provisions of the other part of the Contract shall prevail.

1.1.2. Definitions

In these General Terms of Business the following terms shall have the following meanings unless expressly provided otherwise herein or expressly implied otherwise by the context:

Basic Account: a payment account assuring basic level services, opened and maintained in forint and defined in Article 1 of Govt. Decree 262/2016. (VIII. 31.) on 'access to the Basic Account and on the features of, and fees charged for, the Basic Account'. Unless these General Terms of Business provide otherwise, the General Terms of Business shall also apply to the Account Contract pertaining to the management of the Basic Account.

ATM: An automated teller machine operated by the Bank or other Merchant, or any other device that may be used for this purpose with the aid of a Bank Card, which accepts Bank Cards and through which the Card Holder is able to execute Orders by using his/her Bank Card and PIN code;

Bank: Citibank Europe plc. Hungarian Branch Office (registered office: H-1051 Budapest, Szabadság tér 7., Hungary, registration court and court number: Company Court of the Metropolitan Court of Budapest 01-17-000560) acting in the name and on behalf of Citibank Europe plc (registered office: 1 North Wall Quay, Dublin 1, Ireland, registration court and court number: Companies Registration Office, no. 132781) an entity registered in Ireland), which is a credit institution incorporated and registered in Hungary whose main activity is the provision of financial and supplementary financial services, operating licence no. and date of issue: the operating license issued by the Central Bank of Ireland on May 1, 2001. **(After the transfer of the portfolio of Contracts, Erste Bank Hungary Zrt. [head office: H-1138 Budapest, Népfürdő utca 24-26., Hungary, registration court and company register No: Municipal Court of Budapest, acting as Court of Registration 01-10-041054])**

Branch: The business sites and branch offices of the Bank that are open to Customers for the purposes of and in connection with the use of the Services and the taking and processing of Orders, as well as the submitting of complaints and comments.

Bank Working Day: A bank working day is any working day on which the Bank is open for the purpose of performing the given Money Transaction Services (as determined, in particular, by the currency, by the place and manner of submission, and by the modes of payment).

Bank Charges: All fees, commissions, costs and interest which the Bank is entitled to charge in connection with the Service or the execution of the Order. The Bank Charges are stated in the Announcement which constitutes a part of the Contract.

Depositor: Any resident natural person over the age of 18 who opens a deposit account in his/her name, on which the Bank executes deposit and transfer orders on his/her behalf. The Bank keeps a record of the deposit(s) fixed on the account in accordance with the Depositor's instructions, as well as the unfixed deposit.

Erste Alert (formerly Citibank SMS Alerting Service): A Service of the Bank in the framework of which – depending on what is actually specified by the Bank at the time – a Card Holder that has a Bank Card may receive information on debits and credits affecting the Account, on Orders executed with the Bank Card, as well as information related to the given Contract or Service and other general banking information, in the form of short text message (SMS) sent to the Mobile Telephone Number and/or an electronic mail message (email) sent to the Email Address. The Erste Alert does not qualify as an electronic payment instrument (hereinafter 'Erste Alert').

Erste NetBank (formerly Citibank Online): A facility for the electronic execution via the Internet of certain banking transactions and Orders related to Services defined by the Bank, which service may be used at any time of day or night and on any day of the year. The execution of Orders via NetBank qualifies as the use of a remote access (electronic)

payment instrument. Unless expressly provided otherwise, NetBank shall at the same time also mean the Erste MobilBank (formerly 'Citibank MobilBank') service, subject to the differences in the Contractual terms that are applicable thereto. (hereinafter 'Netbank').

Erste Bank Card (formerly 'Citicard'): A cash-substitute, remote access (electronic) payment instrument, in this case a debit card, which is issued by the Bank at the request of the Account Holder or the Authorised Person, and which the Card Holder – in accordance with the terms and conditions of the relevant Contract – may use or is obliged to use for the purpose of Cash Withdrawals, settling the price of goods and services, and for accessing any other banking Services specified by the Bank, as well as in the course of such Services. (hereinafter the 'Bank Card')

Erste TeleBank (formerly 'CitiPhone Banking'): A facility for the execution over the telephone of certain banking operations and Transactions relating to Services specified by the Bank, as well as a telephone-based Customer service facility used for obtaining information and for registering complaints, where the Bank's personal bankers answer calls on 7/24 basis and Customers can manage their finances by themselves through an automatic telephone menu system on a 7/24 basis (hereinafter 'Telebank'); Telebank services qualify as electronic payment instrument.

EBKM (Unified Deposit Rate Indicator, UDRI): A numerical indicator calculated and published to an accuracy of two decimal places as an annual percentage applicable in respect of deposit Contracts in accordance with Government Decree No 82/2010. (III.25.), or any law that may replace it, regarding the calculation and publication of deposit interest rates, securities' yields and the annual percentage rate payable on loans.

EEA State: A member state of the European Union or any other state that is a signatory to the agreement on the European Economic Area.

One-time Password: An eight-digit identification code usable on one occasion and sent by the Bank in a brief text message to the Mobile Telephone Number specified by the Card Holder for the Bank, which is required for logging on to NetBank and, within the parameters of the NetBank service, accessing, modifying or cancelling certain functions, executing transactions and specifying other settings.

Merchant: A legal entity that has joined the settlement system of the Bank or, in the case of Bank Cards belonging to a Card Company, the settlement system of the Card Company via the latter's clearing bank, who (which) accepts the Bank Card for the settlement of the price of services and goods as an obligee, or performs, as an obligee, a cash disbursement against the Bank Card.

Mobile Telephone Number: The telephone number given by the Customer, which is valid in respect of the services and products made use of at the Bank (for example: bank account, credit card) per product and service. With respect to the product or

service, the Mobile Telephone Number provided henceforth shall overwrite the telephone number provided earlier in relation to the product or service. The telephone number may be modified at any time in person at any branch of the Bank and via the TeleBank telephone Customer service centre.

Email Address: The Email Address given by the Customer, which is valid in respect of the services and products made use of at the Bank (for example: bank account, credit card) per product and service. With respect to the product or service, the Email Address provided henceforth shall overwrite the Email Address provided earlier in relation to the product or service. The Email Address may be modified at any time in person at any branch of the Bank or via the TeleBank telephone Customer service centre.

User Name (NetBank ID): An alphanumeric character string, formed in accordance with specified principles, identifying the Customer uniquely a to the Bank for the purpose of transactions conducted via *NetBank*, which, based on the choice of the Customer, is 6-50 characters in length, and through which, together with the Login Password, and in certain cases together with the One-time Password the Customer may access and give Orders through the NetBank Service, with the proviso that the Bank may – in the Customer's interest – render the availability of NetBank and the actual use of certain of its functions subject to additional security requirements. The Bank shall inform the NetBank-using Customer appropriately of these additional security requirements. The Customer may **not** change the User Name/NetBank ID. The Customer has a single User Name/**NetBank ID** for all services.

Under these General Business Conditions, the User Name provided by Citibank may be used unaltered at Erste NetBank after the Date of Transfer. Customers also receive a seven-digit numeric NetBank ID at the Date of Transfer. It is not mandatory to use it; Erste NetBank will be accessible for Customers with both the former Citibank User Name and the Erste NetBank ID. The NetBank ID is identical with the TeleBank ID.

Fhtv.: Act CLXII. of 2009. on Consumer Credit or the regulations of law superseding the aforesaid.

Payment Account(s): An Account or Accounts, including the bank account, kept in accordance with the terms of the Contract, by the Bank in Hungarian or foreign currency, in the currencies quoted by the Bank, for the purpose of transacting the Account Holder's payment turnover, executing payment transactions, keeping records of the Account Holder's receivables and liabilities vis-à-vis the Bank, and of settling transactions conducted with the Bank.

Overdraft Facility: A loan Contract connected to either a bank account as specified in the Old Civil Code or Payment Account as specified in the new Civil Code.

Password: *An alphanumeric character string, formed in accordance with specified principles, identifying the Customer uniquely and unambiguously to the Bank for the purpose of transactions conducted via NetBank, which, based on the choice of the Customer, is 8-32 characters in length, and through which, together with the User Name, and in certain cases with the help of the One-time Password the Customer may access and give Orders through the NetBank Service, with the proviso that the Bank may – in the Customer's interest – render the availability of NetBank and the actual use of certain of its functions subject to additional security requirements. The Bank shall inform the NetBank-using Customer appropriately of these additional security requirements. The Bank shall send the initial Login Password in an SMS message to the Customer's Password Telephone Number . The Customer may subsequently change the User Name.*

Coverage: The positive balance that is freely available on the Account specified in the Order or in the Contract and that is necessary for the execution of the Order – or if there is an Overdraft Facility available in relation to the Account, the overdraft limit that is freely available over and above the foregoing – which contains the sum of the Order and the Bank Charges to be charged in connection with the Order.

Consumer: A natural person proceeding in respect of objectives that fall outside his/her independent occupation or business activity.

Instruction for the Event of Death: Through a written unilateral declaration, an Account Holder or Depositor of adult age may instruct that in the event of his/her death the Coverage of the Account/Deposit be paid out or be repaid to the Beneficiary (Beneficiaries) indicated by him/her in writing. The Coverage affected by this declaration does not belong to the Account Holder's/ Depositor's legacy, and the Beneficiary (Beneficiaries) may dispose over it regardless of the outcome of any probate proceedings. The Account Holder shall be entitled to change the person of the Beneficiary (Beneficiaries) by withdrawing, in writing, the instruction given earlier, and to withdraw, in writing, the Instruction for the Event of Death.

Hpt.: Act on Credit Institutions: the latest effective act on credit institutions and financial enterprises, or any other law that may replace it.

Application Form: All the forms determined by the Bank, through the correct and full completion of which the Customer makes a Contractual offer to the Bank in respect of the use of the given Service. The Application Form constitutes part of the Contract pertaining to the given Service.

Password Telephone Number: The Mobile Telephone Number provided by the Account Holder at Citibank as primary Telephone Number, which is entered in the systems of Erste Bank as a Password Telephone Number and to which the Bank will send the Initial Login Password and SMS Transaction Code. The Account

Holder may modify the Password Telephone Number at a branch or via TeleBank after his/her T-PIN identification.

Internet Purchase Confirmation SMS Code: An individually encrypted numerical, eight-digit-long validation code sent by the Bank to the designated Mobile Telephone Number as part of its dedicated Internet Purchase Confirmation SMS Code service for the purposes of the approval of Internet purchase transactions with Bank Cards, by entering which during the course of the given online purchase, it is possible to approve the Transaction of the online purchase at Internet merchants carrying the Secure Online Shopping logo. For security reasons, the Bank shall automatically send the SMS to the Customer's Mobile Telephone Number provided to the Bank in the event of every Internet purchase.

The Internet Purchase Confirmation SMS Code is time-locked, which means that the Internet Purchase Confirmation SMS Code must be entered in the website of the Internet Merchant requesting the same within five minutes of the request for the Internet Purchase Confirmation SMS Code; at the same time, the Internet merchant may also stipulate a shorter time limit. If the code is entered erroneously or beyond the time limit in the course of the purchase, the purchase may be unsuccessful, of which the Internet Merchant sends notification displayed on the Merchant's Internet website. The Bank does not accept any responsibility for the practices of any Internet Bank Card Merchants. If an erroneous Internet purchase confirmation code is entered, the entire payment process will be unsuccessful; that is, the purchase is closed as a failed Transaction and no further SMS code will be sent. Secure Online Shopping Logo: the MasterCard Secure Code logo used by MasterCard or the Verified by Visa logo used by Visa which indicates on a given Internet website as a point of sale that it is possible to initiate Internet purchases by way of the given International Card Organisation's procedure designed to enhance the security of online purchases, for the purposes of which it is necessary to enter an Internet Purchase Confirmation SMS Code. With regard to the fact that the relationship between the Merchant and the International Card Organisation falls beyond the Bank's competence and control, the Bank does not warrant the actual operation of the given International Card Organisation's procedure designed to enhance the security of online shopping at the Merchant displaying the Secure Online Shopping Logo. The precise image of the Secure Online Shopping Logo is accessible at the given International Card Organisation's website.

Erste Retail Bank Account and Deposit Interest Announcement and Erste Retail Loan Announcement (previously 'Citibank List of Interest Rates and Charges', hereinafter the 'Announcement'): A notice pertaining to the available services, as well as on the consideration payable for the Services, posted in the Bank's premises open to Customers as well as on the Bank's website at www.erstebank.hu, which contains, in particular, the rates applied with respect to the individual Orders, the Bank

Charges, the types and rates of the interests paid, the method of calculation of these, the EBKM/UDRI and APR values, the time of closing settlement of the Accounts applicable in respect of the individual Services, the amount of the collateral and of the credit, as well as the variable terms pertaining to the individual Contracts. It also contains the Bank's Customer-service and cash-desk opening hours, the deadline for acceptance, and for receipt for same-day execution, of Orders, and the schedule for execution of Orders. The Announcement – in respect of their provisions pertaining to the given Contract, Service or Order – constitute an inseparable part of the Contract.

Card Holder: An Account Holder that has a Bank Card (hereinafter the 'Account Holder'), and an Authorised Person that has a Bank Card (hereinafter the 'Authorised Person'), or a Joint (Co-)Account Holder (Main, Authorised-Person and Joint (Co-)Account Holder hereinafter together the 'Card Holder'). *The Bank regards the use of the Card by the Card Holder as a card transaction approved by the Account Holder.*

Card Company: The international organisations with legal personality – thus in particular the companies VISA International Inc. (*hereinafter 'Visa'*) and MasterCard Worldwide Inc. (*hereinafter 'MasterCard'*) – to which the Bank, other banks, Merchants, as well as other legal entities have joined on the basis of a membership agreement or other Contract, and that are thereby entitled to issue or accept Bank Cards or credit cards displaying the logo of the given Card Company, to participate in the settlement of payments, as well as to engage in other activities related to the above.

Unauthorised Credit: The debit balance of the Account – or if an Overdraft Facility is available in relation to the Account, the debit balance in excess of the overdraft limit – qualifies as Unauthorised Credit. The Bank Charges default interest on the amount of such Unauthorised Credit, the rate of which is contained in the **Announcement**.

Cash Withdrawal: A cash withdrawal transaction performed *in bank branch* or on ATMs; any transaction effected using the CitiCard in post offices (in the case of cash type transactions), casinos, currency exchanges; and any other transaction ordered to be handled identically with Cash Withdrawal by the Card Company or the Bank from time to time.

Beneficiary: The natural person named by the Account Holder/Depositor in writing in an Instruction for the Event of Death. In the event of the death of the Account Holder/Depositor, the Beneficiary (Beneficiaries) may dispose over the Coverage and any interests thereon in the proportion indicated in the Instruction for the Event of Death.

Outsourcing: Any activity of the Bank, related to its financial or supplementary financial service activity or required to be performed under the law, in the course of which data management, data processing or data storage occurs, which activity it does not perform itself, but for the purpose of the continuous or regular performance of which it concludes an exclusive Contract with a natural person or legal entity that is organisationally independent of it.

Payer's Account: The Bank shall debit the charges charged by the Bank for the services set out in the Contract to the Payer's Account. The Account Holder's Payer's Account is a bank account held by the Account Holder specified by him/her. The Account Holder shall be entitled to choose the Payer's Account from its own HUF bank accounts and to modify it at a branch or via TeleBank.

If he/she does not hold his/her own bank account, the Payer's Account for the Authorised Person's Contract is the bank account specified by the Account Holder. The Authorised Person is not entitled to modify the Payer's Account.

If the Authorised Person has the right to give instructions regarding more than one bank account related to the Contract, the Authorised Person's Payer's Account is the one from the Payer's Accounts of the Contracts on which he/she was first entered as Authorised Person in connection with the Contract. If the Authorised Person's right to give instructions is terminated in relation to all bank accounts associated with this Contract, the defrayal of charges will be transferred to the other Contract in the chronological order of the authorisations associated with the other Contracts. If the Authorised Person's right to give instructions is terminated in relation to all bank accounts kept with the Bank, the Authorised Person's Contract will terminate.

Joint (Co-)Account Holder: A natural person of at least 18 years of age, with full legal capacity, who signs the Account Contract together with the Account Holder in his/her capacity of such, and thus is due the same rights and is subject to the same obligations as the Account Holder. The Joint Account Holder – as co-debtor – has joint and several liability together with the Account Holder, vis-à-vis the Bank, for the full amount of any debt outstanding on the Account.

Order: An instruction that may be given by the Customer, as enabled by the Bank, as part of the given Service in accordance with the terms of the Contract. An Order shall include, inter alia, the giving of a cash transfer order, the initiation of a cash payment transaction, the fixing of a deposit, and the submission of an Instruction for the Event of Death.

Authorised Person (person with permanent authorisation): Such natural person of at least 18 years of age with full legal capacity, authorised by the Account Holder in accordance with the terms of the Account Contract, to whom, in relation to the specified Services, the Account Holder grants a right of disposal as defined in the Account Contract, without, however, such person's being entitled to modify or terminate the Account Contract.

MNB Decree: Decree No 18/2009 (VIII.6.) of the National Bank of Hungary (MNB) on the execution of payment transactions as amended from time to time.

Working Day: any such calendar day which the law officially declares to be a working day, and which is not a bank holiday.

MasterCard MoneySend Credit Limit: *The maximum cumulative cash amount that may be received per calendar day in connection with the given Bank Card on the bank account associated with the receiving Bank Card within a MasterCard MoneySend receiving transaction and its currency are set forth in the Announcement, as in force (MasterCard MoneySend Credit Limit). Every MasterCard MoneySend transaction exceeding the MasterCard MoneySend Credit Limit will be rejected during authorisation, the Bank will not accept them, and thus the amount involved will not be credited to the receiving Bank Account.*

Daily ATM Cash Withdrawal Limit: *an amount limit that may be specified for each Bank Card by the User within the available balance, which is to limit the amount of cash that may be withdrawn from ATMs per day with the given Bank Card daily. The amount limit for ATM Cash Withdrawal transactions specified in the Bank's Announcement.*

Daily POS Purchase and Cash Withdrawal Limit: *An amount limit that may be specified for each Bank Card by the Card Holder within the available balance, which is to limit the amount of cash that may be withdrawn at POS terminals with the given Bank Card per day or the amount that may be used for paying for goods and services. ATMs. The amount limit for POS purchase and Cash Withdrawal transactions is specified in the Bank's Announcement.*

Daily ATM Cash Withdrawal Transaction Number Limit: *The number of successful ATM Cash Withdrawal Transactions that may be carried out with the given Bank Card per day, which is specified by the Bank. The daily transaction number limit specified by the Bank may be modified by the Card Holder only as one involving a time lock. The daily transaction number limits are set forth in the Announcement.*

Daily POS Purchase and Cash Withdrawal Transaction Number Limit: *The number of successful POS Cash Withdrawal/purchase Transactions that may be carried out with the given Bank Card per day, which is specified by the Bank. The daily transaction number limit specified by the Bank may be modified by the Card Holder only as one involving a time lock. The daily transaction number limits are set forth in the Announcement.*

NetBank User: *An Account Holder and Co-holder who use the NetBank service and an Authorised Person holding rights to use the NetBank (collectively the 'NetBank User').*

PayPass™ function: *A technology suitable for carrying out contactless payment with a Maestro/Mastercard Bank Card provided with the logo of the MasterCard International Card Organisation.*

PayWave function: A technology suitable for carrying out contactless payment with a Bank Card provided with the logo of the Visa International Card Organisation.

Contactless Bank Card: A contactless Bank Card made with the MasterCard, Maestro PayPass™ technology and Visa payWave technology.

Contactless Transaction: A contactless purchase (payment) transaction where it is sufficient to place the contactless Bank Card in front of (2-3 cm) the terminal capable of accepting contactless payment which activates the scanner of the terminal. The successful completion of the payment is signalled by a sound and flashing light.

Limits applicable to contactless Bank Cards in the case of contactless transactions:

Domestic transaction limit: The limit per transaction in Hungary in the case of contactless payment below which use of the PIN number is not required. In the case of contactless payment transactions which reach the domestic transaction limit, it is mandatory to enter the PIN number. The amount of the limit is stated in the Announcement. The limit cannot be changed.

Foreign (merchant) transaction limit: The limit per merchant transaction abroad in the case of contactless payment – defined for each country – upon reaching which the PIN number is required to be entered. In the case of contactless payment transactions abroad which reach the foreign transaction limit, it is mandatory to enter the PIN number.

Money Transaction Services: Services qualifying as payment services under the Act on Credit Institutions.

Pft. (Money Transaction Services Act): Act LXXXV of 2009 on the provision of Money Transaction Services and the latest amendments thereof.

PIN code: A – currently four-digit – number identifying the Card Holder exclusively and unambiguously to the Bank for the purpose of certain transactions carried out with the Bank Card, with the use of which number the Card Holder may carry out Orders in the Branches and at Merchants, and which identifies him/her at the Bank Branches.

Civil Code: For the purpose of all Contracts concluded before 14 March 2014, Act IV of 1959 on the Civil Code (the old Civil Code); for the purpose of all Contracts concluded on or after 15 March 2014, and in respect of which the parties stipulated the application of this act, then Act V of 2013 on the Civil Code (the new Civil Code).

Reference Rate: The latest conversion rate between currencies established and published by the Bank or otherwise available to the public, including the foreign-exchange mid-rate established by the Bank.

Reference Interest Rate: A prevailing interest rate available to the public which serves as the basis for calculating any applicable interest.

Account Holder: A person of at least 18 years of age and of full legal capacity who signs the Account Contract.

Account Contract: A Contractual arrangement, including the Framework Contract under the Money Transaction Services Act, which defines, in respect of a specific period, the substantive terms and conditions of payment orders and payment transactions under the Account Contract, including the opening of the Payment Account, and based on which the Bank undertakes an obligation to open a retail forint and/or foreign currency account for the Account Holder and Joint Account Holder who are natural persons over the age of 18 and having full legal capacity, and on which account the Bank keeps and maintains a record of the funds that are available for the Account Holder, performs payment-turnover (withdrawal and deposit) orders as well as settlement-turnover (transfer and collection) orders with such funds in accordance with the provisions of the statutory regulations on payments, and notifies the Account Holder of the amounts credited to, and debited from, his/her account, as well as of the balance of the account. The Account Contract shall include, inter alia, the General Terms of Business, the Announcement, the Bank's Business Rules, as well as the Contract entered into for the use of the given Service and other documentation.

Contract: A contract that is entered into by and between the Parties in respect of a given Service. The Application Form related to the given Service, these General Terms of Business, the general terms of Contract pertaining to the given Service (if there are such), the Bank's Business Rules and the relevant part(s) of the Announcement constitute a part of the Contract. The Contract signed by the Parties may permit a departure from this rule.

Service: A financial or supplementary financial service or any other service as may be performed by the Bank on a commercial basis under the applicable legal regulations, which the Bank provides for the Customer on the basis of the Contract and in accordance with the terms thereof. The concept of a Service – unless implied otherwise by these General Terms of Business, or unless the given general insurance terms provide otherwise – also includes the insurance policies that are intermediated by the Bank in its role as an insurance broker.

Permanent Data Carrier: Any device that enables the Customer to permanently store data intended for him/her for a period that is appropriate for the purpose of the data, and to display the stored data in unchanged form and with unchanged content.

APR (Annual Percentage Rate) (in Hungarian: THM; Total Loan Fee Indicator): The internal interest rate, calculated to an accuracy of one decimal place, which expresses the ratio of all the fees of the loan relative to the full amount of the loan, on a per annum basis. In the course of calculating the APR, all the fees payable by the Customer – qualifying as

a consumer under the Act on Credit Institutions – in relation to the loan Contract (including interest, fees, commissions and tax) as well as the costs of any ancillary services related to the credit facility or the loan are taken into account, if these are known to the Bank, and if the use of such service(s) is required by the Bank in order for the loan Contract to be concluded – in accordance with the provisions of Government Decree No 83/2010 (III.25.), or any law that may replace it. When calculating the APR, in the case of a foreign-currency-based loan, the foreign-currency buy rate and foreign-currency sell rate difference applied by the Bank is taken into account as a cost, if applicable. The APR is determined on the basis of the latest terms and conditions and by taking into account the effective statutory provisions, and in the event of a change in such terms and conditions, the extent of the APR may also change. The extent 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.).

T-PIN code: A number that exclusively and unambiguously identifies the Customer to the Bank in the event of the use of the TeleBank Service, with which number the Customer may use the TeleBank Service and give Orders through that Service.

Customer: A natural person using a Service of the Bank and giving the Bank an Order, as well as the Authorised Person(s) of such natural person, thus especially the Account Holder and/or the Card Holder (the Customer and the Bank hereinafter separately the 'Party' and together the 'Parties'). For the purpose of these General Terms of Business any natural-person Customer shall be deemed a Consumer.

Purchase: The act of paying the consideration for (price of) services or goods at a Merchant with the use of a Card. Any Purchase transaction performed without the physical presence of the Card at a Merchant authorised in this regard, whether over the Internet, in a letter or by phone, shall also be deemed a Purchase.

(Monthly) Average Balance: The amounts that, in respect of Erste Premium, Erste World, Erste Private Bank and Retail Customers, the Bank defines as such in the Announcement pertaining to these Customers; the rules pertaining to the calculation of average balances are also included in the Announcement.

ERSTE MobilBank (formerly 'Citi MobilBank', hereinafter 'MobilBank'): A version of the NetBank service that is optimised for smart phones, through which – following identification – some of the NetBank functions are available. In the absence of an express provision to the contrary, the NetBank service should also be taken to include the MobilBank service, subject to the differing Contractual terms that apply to MobilBank.

[NEW SERVICE] Erste MobilePay Service: A Bank Card payment application available to the Card Holder in conjunction with the Bank Card service which can be

downloaded onto mobile phones with iOS (iPhone) or Android operating systems.

Erste MobilePay Instructions of Use: A description of the technical specifications of the Erste MobilePay Service which is accessible at the www.erstebank.hu website on the Erste MobilePay facility.

mPIN: A six-digit secret code entered by the Card Holder during the registration of the ErsteMobilePay application which is necessary for logging into the Erste MobilePay application and the execution of transactions.

Application Activation Code: A five-digit identification code necessary for activating the Erste MobilePay application.

Card Activation Code: A four-digit identification code necessary for activating cards registered in the Erste MobilePay application which may be received in the form of a CardGuard SMS message (if the CardGuard service is attached to the card), or can be found in the NetBank account history on the 2nd bank business day following activation, and in the Account Statement.

Business Rules: A document which sets fundamental rules for the relationships established between the Bank and its Customers regarding financial and supplementary financial services, and the provisions of which govern all legal relationships between the Bank and its Customers, as part of which the Bank provides services for its Customers and/or Customers use the services of the Bank.

1.2. Contract Conclusion, Authorisation

1.2.1. Process of concluding the Contract

If, after the transfer of a Contract concluded by Citibank to Erste Bank, the Customer wishes to enter into a new Contract, he/she may do so in accordance with the provisions of the General Business Conditions for Erste Retail Banking Services.

~~1.2.1.1. Following the receipt from the Bank of all information as required by and as described in mandatory laws. Through the submission to the Bank of a correctly and fully completed Application Form signed by the Customer – and in the case of an Authorised Person, by the Authorised Person too – together with the appendices requested by the Bank, the Customer makes an offer to the Bank for the conclusion of the Contract, and thus may, inter alia, request that an Overdraft Facility be made available to him/her, and may request the Bank to issue a Citicard Bank Card to the Customer or Customers indicated on the Application Form, or that it provide some other Service.~~

~~1.2.1.2. The Bank shall make the latest effective General Terms of Business, the List of Interest Rates and Charges and the Application Form, as well as any appendices, and the~~

amendments to any or all of the foregoing, available for viewing by the Customer prior to the application, at the time of the application and after the application (a) on the Bank's website at (www.citibank.hu), (b) in the branches of the Bank, (c) through the Bank's agents, or (d) through the official Customer service facility that is CitiPhone BankingTelebank; these may be viewed during usual official business hours, or the Bank shall, at the Customer's request, provide them on paper or on a Durable Data Carrier.

1.2.1.3. The Bank shall decide on whether to accept the offer relating to the conclusion of the Contract at its own discretion, based on assessment criteria determined by it. The Bank may check the authenticity of the data provided by the Customer in the course of the assessment. The Customer shall remain bound by his/her offer made on the Application Form (i.e. he or she may not withdraw such offer) until the Bank notifies him/her of the result of the assessment of the offer.

The Bank shall decide on whether to accept or reject the Customer's offer for the conclusion of an Account Contract pertaining to the maintenance of a Basic Account without delay, but certainly no later than within 10 working days following receipt of the complete application.

1.2.1.4. By signing the Application Form and its annexes, the Customer warrants and represents that:

(a) all information provided by him/her to the Bank in the course of the application and at any time thereafter is/shall be true and correct;

(b) he/she has full and unrestricted legal capacity, and the signing of the Application Form lawfully and validly binds him/her in respect of the provisions set forth in the Contract;

(c) he/she has familiarised him/herself in advance with,

and has taken receipt of, the full content of the Contract,

in the case of deposit Contracts, especially: the interest calculation formula, the loan amount, the first and last day of interest bearing, the term of the loan, the date(s) of interest crediting, the opportunity to change the interest rate, the interest calculation method, the amount and the frequency of instalments, the smallest amount that the credit institution accepts as a deposit, the conditions applicable to withdrawal prior to maturity, any such facts, information or conditions that have a bearing on the amount that is paid out during the deposit term, at maturity, or after the deposit term, and the value of the AER,

in the case of loan Contracts, especially: the draft text of the Contract, the mode of offsetting of the credit assessment fee against the handling charge, the likely cost of extending the term of the loan, the extent of the default interest in the event of the Customer's non-performance and the conditions applicable to termination, the interest calculated in respect of the entire term of the loan, the APR to an accuracy of one decimal place next

~~to the abbreviation "APR" (or "THM" in Hungarian), the mode of calculation of the APR and the other costs not included in the calculation of the APR, and the likely amount thereof, the total costs payable to the financial institution in connection with the taking up of the loan, as well as any other conditions required by the financial institution for disbursing the loan, and has received all the notices and information that is required by AGC and other mandatory laws.~~

~~where applicable, the ancillary obligations securing the Contract and the collaterals of the Contract. The manner of collateral enforcement and the related costs,~~

~~the PTI,~~

~~any terms that differ materially from the usual Contractual practice or from the provisions pertaining to the Contract or from any stipulations applied earlier by the Parties,~~

~~the terms and conditions of data transfer to the Central Credit Information System.~~

~~(d) — he/she shall promptly notify the Bank in the event of any delay or any other breach of Contract;~~

~~(e) — he/she shall promptly notify the Bank of all circumstances that have a bearing on his/her financial situation, including any changes in his/her employment or in any data provided at the time of application or later;~~

~~(f) — he/she has familiarised him/herself with the Contract in its entirety, and accepts all the terms thereof as binding.~~

~~(g) — Any non-Hungarian resident Account Holder shall warrant and represent further that he/she has familiarised him/herself in advance with, and has taken account of, all such preconditions, requirements, restrictions and prohibitions that, under the law of his/her own country of citizenship, pertain to bank-account opening, and to payment transactions and capital investments, abroad, and to the taxation issues related thereto, and furthermore, that he/she complies fully with these requirements at the time of opening the Account that constitutes the object of the Contract and that he/she will continue to be in full compliance with such when placing Orders in the future. The Account Holder shall bear sole liability in respect of his/her compliance with the requirements stipulated by the law of his/her own country of citizenship.~~

~~1.2.1.5. — Through the submission of the Application Form and the appendices thereto, the Card Holder — in the event of a card application — expressly requests and consents to the issuance by the Bank of a Citicard for him/her, and accepts that the provisions of the Contract shall apply to the use of the Citicard.~~

~~1.2.1.6. — In the absence of an express agreement by them to the contrary, the Parties enter into the Contract pertaining to the Service for an indefinite period of time.~~

~~1.2.1.7. The official language of liaison between the Bank and the Customer is Hungarian. The Parties may, however, agree to use English as the language of correspondence.~~

~~1.2.2. Acceptance of the offer with a differing content~~

~~1.2.2.1. The Customer hereby accepts that if the offer does not meet the Bank's assessment requirements, the Bank may reject the offer and may refuse to conclude the Contract without providing an explanation. The Bank reserves the right not to conclude a Contract on the basis of an offer that is incompletely or incorrectly filled out, that is forged or fake, that clearly contains erroneous data, or that is not provided with the requisite appendices.~~

~~In departure from the foregoing, the Bank may only reject the Customer's offer for the conclusion of an Account Contract pertaining to the management of a Basic Account in the following cases:~~

~~_____ a) The Customer is not entitled to reside in an EEA Member State;~~

~~_____ b) The Customer already has a payment account, maintained in forint, at a payment service provider, or has a right of disposal in respect of such an account, and the Customer does not make a declaration to the effect that his/her payment account agreement has been cancelled or that his/her right of disposal has been terminated;~~

~~_____ c) The Bank, for reasons falling within the Customer's control, is not able to perform its Customer due diligence and its data recording obligations defined in section 1.2.5.2. of these General Terms of Business;~~

~~_____ d) If any mandatorily applicable statutory regulation so requires.~~

~~_____ The Bank shall explain its rejection of the Customer's offer for the conclusion of an Account Contract pertaining to the management of a Basic Account, unless a mandatorily applicable statutory regulation excludes this.~~

~~1.2.2.2. The Bank shall be entitled, in the course of assessment, to accept the Customer's offer with a content that includes supplementary or differing terms — but that does not otherwise represent a departure in respect of any material matters — with regard to certain conditions. The Bank shall notify the Customer of such different conditions for acceptance. The Customer may also be notified via CitiPhone Banking. In such case, the Customer may select over the phone, from among the options specified, the offer that is most suitable for him/her.~~

~~1.2.2.3. In such case, the Contract shall be concluded between the Parties if the Customer confirms that he/she has accepted the stipulations stated in the Bank's acceptance subject to differing content by activating the Citicard or by placing Orders. In the event of belated acceptance, or acceptance made in a manner not stipulated in the Contract, the Bank shall be entitled to reject the offer without providing an explanation.~~

~~1.2.2.4. Based on the Contract concluded, the Bank shall open an Account in the Customer's name and under the terms specified on the Application Form, shall, at the Customer's~~

~~request, issue a Citicard, and shall enable the Customer to use further Services and to submit Orders subject to the terms of the Contract.~~

1.2.2. Joint (Co-)Account Holder

1.2.2.1. If several Customers conclude the same Contract together (Joint Account Holders), then the liability of these Customers towards the Bank in respect of the Contract, as well as of any Service, Order or Authorisation used or given in the framework of the Contract, shall be joint and several; they shall only be entitled ~~to amend or to terminate the Contract, or to terminate any or all of~~ to terminate the **last** Account, jointly, by way of a unanimous declaration, although they may use any Services in the framework of the Contract separately and independently of each other, may request the opening and termination of Accounts, and any of them may place Orders individually, ~~and they may also grant authorisations to third-party Authorised Persons separately and independently.~~

1.2.2.2. In the case of Joint Account Holders, all Customers shall have the same rights and obligations towards the Bank in respect of the given Contract, and any restriction of the right of the Customers shall not be effective vis-à-vis the Bank. The Bank does not investigate the substance of any other legal relationship between the Customers, or what the extent and the substance of any entitlements and obligations that they have vis-à-vis one another by virtue of such relationships actually are. If the Bank learns that a dispute of any kind has arisen between the Customers in connection with their rights and obligations towards one another, the Bank shall be entitled to temporarily suspend the Customers' access to the Services until the dispute has been settled in writing in a manner that is also satisfactory to the Bank. The Bank shall not be liable for any damages arising from this.

1.2.2.3. In respect of any Customer giving an Order to the Bank or authorising a third party, such Order or Authorisation shall at the same time signify that the Customer is making a declaration to the Bank to the effect that he/she has obtained in advance – with the content and in the form required by law – the consent of all the Customers to the Order/Authorisation, and declares that he/she is giving the Order/Authorisation with the full agreement of the other Customers. The Customer giving the Order/Authorisation shall be fully liable for any damage that may arise from a lack of such consent and that may be incurred by any Customer, third party or the Bank.

1.2.3. Authorisation

1.2.3.1. If the Account Holder gives an authorisation to another natural person in connection with the Contract or a Service, he/she may do so in writing **in person.**, in the form approved by the Bank, ~~or – if the Bank has already identified the person that is intended to be authorised in connection with another Contract, and the given person is a Customer of the Bank, and provided that the applicable law does not prescribe an obligatory written form with respect to the making of the given legal declaration –~~

~~through the use of CitiPhone Banking.~~ Any withdrawal of the Authorisation shall only become effective with respect to the Bank after the withdrawal has been communicated to the Bank. The authorisation shall cease to have effect upon the death of the Account Holder or the Authorised Person.

- 1.2.3.2. Within the bounds of the Contract, the Authorised Person may request the opening and termination of Accounts, and, again within the bounds of the Contract, may give Orders, but he/she is not entitled to terminate or amend the Contract, to terminate all the Accounts, or to enable any other persons to dispose over the Account.
- 1.2.3.3. The Account Holder is fully liable towards the Bank for all the actions of the Authorised Person carried out, and for all his/her debts incurred, in his/her capacity as such. The Authorised Person shall be jointly and severally liable together with the Account Holder for any Orders executed by the Authorised Person.
- 1.2.3.4. If a dispute has arisen between the Authorised Person and the authorising Customer in connection with the Authorised Persons or their right of disposal, and one of them has informed the Bank of this, the Bank shall be entitled to suspend all Services and the execution of Orders until the Authorised Person and the authorising Customer conclude a written agreement, also acceptable to the Bank, in respect of the definitive resolution of the dispute in accordance with the Contract.
- ~~1.2.4.5. If the Customer is simultaneously using financial and investment Services from the Bank, any subsequent modification in respect of the legal relationship related to the financial Services (e.g. an authorisation of a new Authorised Person) may only be implemented if the same modification is simultaneously and in the same manner implemented in the legal relationship related to the investment Service(s).~~
- 1.2.4. Cooperation of the Parties in the interest of the prevention and impeding of money laundering
- 1.2.4.1. The Parties are obliged to co-operate with each other in the interest of complying with the legal regulations pertaining to the prevention and impeding of money laundering. If a suspicion arises on the part of the Bank that the actual purpose of the Contract is money laundering, it shall proceed in accordance with the statutory provisions and its own internal regulations.
- 1.2.4.2. Customer due diligence and data-recording obligation: At the time of establishing a business relationship with the Customer, the Bank's employee or representative shall perform an identification check on the Customer and shall record his/her data on the basis of documents certifying personal identity specified in Act CXXXVI of 2007 on the prevention and suppression of money laundering and the financing of terrorism **or in the Announcement on compliance with the requirements of the Act on the prevention and suppression of money laundering and the financing of terrorism, as in force,** and shall record the Customer's data specified in the Act. The Bank also

has an obligation to verify identity whenever it accepts an order from a Customer in an amount equal to or exceeding three million six hundred thousand forints (~~determined in forint, foreign exchange or foreign currency~~), as well as in such case where – regardless of value threshold – any fact, data or circumstance suggestive of money laundering or terrorism financing, or if any doubt arises in relation to the veracity or adequacy 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 Customer in relation to another transaction and b) the Bank has already established the Customer's personal identity in relation to the Contract, and c) no change has occurred in the data prescribed by the relevant act of law and recorded by the Bank in respect of the Customer.

- 1.2.4.3. Obligation to make a declaration: The Customer is obliged to make a written declaration to the Bank to the effect that he/she is proceeding in his/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 hereinafter the 'beneficial owner'). If at any time any doubt should arise as to the identity of the beneficial owner, the Bank shall instruct the Customer to issue a (repeat) written declaration relating to the beneficial owner.
- 1.2.4.4. The Customer is obliged to notify the Bank of any change that occurs during the validity of the Contract in respect of the data provided during the identification process or concerning the identity of the beneficial owner, within five working days from his/her learning of such change.
- 1.2.4.5. If the data of the Customer or the beneficial owner prescribed by law cannot be established or obtained during the identification process, then the Bank shall refuse to conclude the Contract, or to execute the Order or any subsequent transaction Orders.

1.3. General Rules Pertaining to Orders

1.3.1. Giving Orders

The Customer may give Orders to the Bank and may use the Services of the Bank via electronic means, on the forms supplied, or in other ways, as follows:

- (a) by using ATMs or by making Purchases with the **Bank Card**;
- (b) by using TeleBank and any other telephone channel accepted and defined by the Bank;
- (c) by proceeding in person in the Bank's branches;
- (d) by using **NetBank/MobilBank**;
- (e) in writing, with a letter sent to the Bank, or with a fax message (provided, in the latter case, that the Bank has actually enabled such in respect of the given Service or Order).

1.3.2. Providing the specimen signature

The Customer shall provide his/her specimen signature to be used for the purpose of giving Orders to the Bank in the form and in the manner prescribed by the Bank.

1.3.3. Acceptance of Orders

1.3.3.1. Appropriate form and content, approval of the Order

- (a) Orders shall be made available to the Bank in the manner, with the content and in the form specified in the Contract. The Bank accepts Orders that meet the requirements favoured by the Bank, or that are submitted on the standard forms provided by the Bank for the purpose. Orders that do not meet the above requirements may be rejected by the Bank, without being executed.
- (b) The Customer shall specify the data required for the execution of the Order accurately and unambiguously. If such data is missing, the Bank may refuse to execute the Order. The Bank is not obliged to examine the correctness, accuracy, or possible unnecessary duplication, of the data specified by the Customer to the Bank, or to investigate the misleading or otherwise incomplete nature of such data. The Bank shall not be liable for any damage or losses arising from the execution or non-execution of Orders containing erroneous data.
- (c) Unless caused by gross negligence or wilful misconduct on its part, the Bank shall not be liable for any losses or costs that the Customer may incur due to the fact that the Order/Service request was erroneous or unnecessary. This liability provision shall also apply to the Bank's representatives, employees and agents.
- (d) The Account Holder is entitled, through a written declaration set forth in a notarised deed or in a private document of full probative force, to have transferred – upon his/her death – the total prevailing Coverage of the Account(s) indicated by him/her to the Beneficiary (Beneficiaries) designated by him/her. **The Beneficiary's declaration takes effect upon acceptance by the Bank.** Based on this provision, the Coverage shall not constitute a part of the legacy of the Account Holder Customer; the Beneficiary (Beneficiaries) shall be entitled, following certified confirmation of the Account Holder's death (i.e. after presentation to the Bank of the death certificate authenticated by a notary public, or the death certificate bearing an apostille in compliance with the provisions of the applicable legal regulations) to dispose over it without any probate proceedings. The instructions of the Beneficiary (Beneficiaries) may only relate to the termination of the Account and to the payment or transfer of the Coverage on the Account. The instruction pertaining to the designation of the Beneficiary shall only be valid if the Coverage of the Account is positive at the time of death and the Coverage does not turn negative as a result of the execution of the Order(s) performed between this time and the instruction of the Beneficiary either.

- (e) A payment transaction – with the exception of official transfer orders and transfer rulings – may take place if it has been previously approved by the paying party. An approval shall be understood to be the signature of the Customer or the Authorised Person on an order given in writing, his/her verbal approval given on a recorded line in the Bank's telephone system, and in the case of a communication taking place via an electronic banking service, his/her approval of the payment transaction taking place in the electronic system in accordance with the features of the given system, subject also to the provisions set forth in section 1.3.3.3.
- (f) The Customer understands and accepts that the signature of a bill of exchange issued by him/her shall, in relation to the bank managing the bill collection process, be deemed an approval of the Payment Order and a waiver in respect of the correction thereof.
- (g) The Customer understands and accepts that the signature of a letter of authorisation issued by him/her and the endorsement thereof by the Bank shall, in relation to a collection based on the letter of authorisation, be deemed an approval of the Payment Order and a waiver in respect of the correction thereof.

1.3.3.2. Sufficient Coverage

A condition for the execution of Orders pertaining to payment is that at the time the Order is given to the Bank or, depending on the nature of the Order, at the time of execution, sufficient Coverage be available on the Account for the execution of the Order and for the collection of the Bank Charges related to the Order. If there is an Overdraft Facility associated with the Account, the freely available overdraft limit constitutes part of the Coverage for the Order, in accordance with the terms of the overdraft Contract. If the Sufficient Balance necessary for executing the given Order is not available, the Bank shall, **in addition to with the exception of Orders that must obligatorily be placed on hold in accordance with the applicable legislation, queue the Orders specified in the Announcement up to the limit value specified therein and shall delete (does not queue) the given Order for which there is no Sufficient Balance after the expiry of queuing.**

1.3.3.3. Sufficient authorisation

- (a) The Bank shall in every case examine the Customer's authorisation to give the Order.
- (b) In the case of written Orders, if the Customer's signature is not replaced with electronic encoding in the course of the Order, the Bank shall compare the signature on the Order with the specimen signature provided to it, shall reject any Orders bearing signatures that do not correspond to the specimen signatures provided, and shall notify the Account Holder of this. The Bank shall not be liable for the consequences of the execution of fake or forged Orders the forged nature of which could not be established despite the Bank's proceeding with due care. Any damages, losses and/or costs related to the above shall be borne solely by the Customer.
- (c) Substitution of signatures by electronic encoding

- (i) The Customer shall evidence his/her sufficient authorisation and his/her prior approval of a payment transaction
- at ATMs, or in the course of a purchase made with a Bank Card, by handing over his/her Bank Card to the Merchant and/or by using a PIN code,
 - when using TeleBank, by using his/her ~~Bank Card and~~ T-PIN code **and TeleBank ID**, when proceeding in person at the Bank's branches,
 - when using any other telephone channel accepted and specified by the Bank, by the identification of the Customer with the method accepted and specified by the Bank, and after this through the Customer's prior approval accepted by the Bank,
 - when using **NetBank**, with the **NetBank** code,
 - and when making an Internet purchase, by specifying his/her **Bank Card** data, for example, card number, expiry date, verification code, to the Merchant, thus specifying and approving his/her Order.

In the course of a purchase, the signing of the receipt qualifies as subsequent approval.

- (ii) If the Customer gives an Order or indicates a Service request by using **TeleBank**, or any other telephone channel accepted and specified by the Bank, or in person at the Bank's branches, in the interest of the identification of the Customer, in addition to the identification procedure specified in the Contract, the Bank shall be entitled to take further measures to identify the Customer, pursuant to its own security regulations, including but not limited to Customer identification by way of the PIN code, T-PIN code and a comparison of signatures.
- (iii) If in the course of the Order the Customer's signature is substituted by electronic encoding, the Bank shall only be liable for an Order that is executed by a party not authorised for such if the Bank should have recognised the lack of authorisation while proceeding with due care, or should have been aware of the blocking of the **Bank Card**/ T-PIN code and **NetBank access**.

1.3.3.4. Compliance with legal regulations

The Customer is responsible for ensuring that the Orders given by him/her are in compliance with the Hungarian legal regulations. The Bank shall refuse to execute an Order if it detects that the Customer is in violation of the Hungarian legal regulations, and the Bank shall inform the Customer of this.

1.3.3.5. Submission of Orders, compliance with deadlines

- (a) The Bank shall determine and publish in its **Announcement** the starting and closing times on Working Days between which Orders may be submitted to the Bank. The Bank

specifies different submission deadlines for the submission of Orders and for the various channels that are suitable for the submission of Orders up until which it performs the tasks that befall it in relation to the execution on the same day of Orders accepted (received) by it. With respect to the tasks that befall it in relation to the execution of Orders accepted after the time specified for same-day execution but before closing time, the Bank shall – unless a later date is specified by the Customer – commence the performance of such tasks on the next **Bank Working Day** at the latest. If the Bank receives the Order after closing time, it shall treat this as having been received on the next Working Day. The Bank may change the times and deadlines in this section at any time, in accordance with the provisions set out in these General Terms of Business, of which it shall inform its Customers.

1.3.3.6. Withdrawal and modification of Orders

- (a) If it is possible to do so on the basis of the **Announcement**, the Order may be withdrawn by the deadline or until the occurrence of a condition determined therein, but not after this. **In the case of a HUF Order, the modification is carried out by giving a new Order.** An Order given with a **Bank Card** may not be modified or withdrawn.
- (b) The Bank shall only take account a modification or withdrawal that is submitted in the appropriate manner and within the deadline. The Bank shall make every reasonable effort to execute such duly made modification or withdrawal; however, the Bank shall not be liable for any damages arising from the non-execution of such modification or withdrawal.
- (c) All costs arising from the withdrawal or modification of the Order shall be borne with the Customer as specified **in the Announcement**. The Bank shall not be liable for any losses sustained by the Customer or any third person in connection with the modification or withdrawal of Orders.

1.3.3.7. Correction of payment orders, liability for the execution of a payment order, rejection of a payment order by the Bank

- (a) The Customer may initiate the correction of a non-approved, or approved but erroneously executed, payment transaction provided he/she does so promptly, but at most within 90 days after the execution of the payment transaction. This deadline does not apply to cases where the Bank has not complied with its prescribed obligation to provide subsequent information following the payment order. The Bank shall promptly examine the request for correction, and depending on the result of such examination, agrees to the request for correction. The Bank is obliged to prove that in the case concerned the payment transaction was approved in advance by the Customer, that the payment transaction was appropriately recorded, and that the execution thereof was not prevented by a technical defect or breakdown. In the event of the execution of a non-approved payment transaction, the Bank is obliged to promptly reimburse the

amount of such payment transaction to the paying party, to restore the status preceding the debiting on the Payment Account, and to reimburse the Customer's damages.

- (b) In the event of payment transactions initiated by or through the beneficiary and approved by the paying party, the amount of the payment transaction will be reimbursed in the case specified in Article 46 paragraph (1) of the Money Transaction Services Act, if the Customer provides appropriate evidence as to the existence of the conditions required for reimbursement as defined in the law. The Customer may enforce his/her claim for reimbursement at any time up to fifty-six days following the debit date of the payment transaction. The Customer may not claim any additional costs that he/she may have incurred in relation to currency conversion. The Customer is not entitled to reimbursement if he/she gave his/her approval to the payment transaction to the Bank and the Bank fulfilled its obligation to provide advance information on the payment transaction 28 days prior to the execution of the payment order. If the registered seat of the payment service provider of the beneficiary of the payment transaction is located within the territory of a non-EEA State, the Bank shall not be subject to the reimbursement obligation specified in Article 46 (1) of the Money Transaction Services Act.
- (c) If the payment transaction was initiated by the paying party, the bank of the paying party shall be liable for any defective performance of the payment transaction, unless it proves that the amount of the payment transaction has arrived at the beneficiary's bank. If the liability of the paying party's bank applies, it shall promptly pay the amount of the payment transaction to the paying party, restoring the Payment Account to the state that would have existed had the erroneously executed payment transaction not occurred. When restoring the payment transaction, the Bank monitors the non-executed or erroneously executed payment transaction, and shall display the conduct that may be expected of it in the given situation.
- (d) If the payment transaction was initiated by or through the beneficiary, the bank of the beneficiary shall be liable for forwarding the payment transaction to the bank of the paying party and for its execution as prescribed by law, and if such liability applies, it shall be obliged to ensure that the amount of the payment transaction credited on the beneficiary's account is available to the beneficiary. When restoring the payment transaction, the beneficiary's bank monitors the non-executed or erroneously executed payment transaction, and shall display the conduct that may be expected of it in the given situation. The Bank shall not apply the stipulations under subsections (b) and (c) of this section if the registered seat of the beneficiary is located within the territory of a non-EEA State.
- (e) The Customer understands that in the absence of a provision to the contrary in the law or in the Announcement, the Bank may reject payment orders that are not executable due to lack of financial Coverage, without queuing them. The Bank shall not be responsible for orders that are not executed due to lack of Coverage. If the Bank refuses

to execute a payment order, it will notify the Customer in accordance with the law, ~~by phone, in an SMS,~~ by letter, or in any other manner suitable for correspondence, or – in the case of a transfer ruling or official transfer order submitted to the bank of the paying party – it will notify the party submitting the transfer ruling and/or the beneficiary about the fact of refusal and, if possible, in the absence of provision of law to the contrary, of the reason for such refusal and the procedure required to correct the factual errors giving cause for such refusal.

1.3.4. Execution of Orders

1.3.4.1. The Bank is entitled, prior to executing the Orders (Service requests), to ask the Customer questions regarding the nature and background of the Order (Service request) and regarding the beneficial owners. If the Customer provides incomplete answers or does not provide an answer, or if based on the answers provided the Order (Service request) is not executable on the part of the Bank, the Bank shall be entitled to refuse to execute the Order (Service request).

1.3.4.2. Execution deadlines

- (a) The time available for the execution of Orders shall commence from the ~~acceptance~~ receipt of the Order, unless the Customer or the Bank indicates a later date (value-dated Order). The start of the time available for execution is the time when all the data necessary for the execution of the Order and the requisite Coverage are available.
- (b) Orders to be executed on a specified value date and that are received by the Bank before the value date shall be treated by the Bank as Orders received prior to any Orders received and due on the given value date. If this day is not a Working Day, the Bank shall execute the Order on the Working Day immediately following the value date.
- (c) If the accounts of both the obligor and the obligee Customer are kept by the Bank, the Bank shall perform the credit and debit on the same Working Day. Amounts that arrive for the Customer at the Bank shall be credited by the Bank to the Customer's Account on the day on which the Bank obtains knowledge of the crediting of the amounts on the Bank's account, with due regard to the definition of a value date under the law. Such obtaining of knowledge shall be the time from which the organisation arranging the settlement makes the notice that relates to the Order to be executed – and that is required for execution – available to the Bank.
- (d) In the case of a cash deposit to the Customer's Account at the Bank's cash desk, the Bank shall credit the amount on the day of the deposit.
- (e) Detailed rules on the execution of credits and debits with respect to each mode of payment are set forth in the Announcement.

1.3.4.3. Informing the Customer

At the time of submission of the Order the Bank shall, at the Customer's request, provide information on the costs of, and deadline for, the execution of the Order, and also, before the Customer makes a legal declaration on the request of the payment order, shall inform the Customer on the duration of execution of the given service, and on all the fees, costs or payment obligations due to the Bank, item by item, in the form of an Announcement available in the Branches as well as based on the provisions pertaining to the Customer that are specified in the General Terms of Business, **the Business Rules, the Announcement**, and the Contracts, available on the Bank's website.

1.3.4.4. Order of execution, Orders that cannot be executed due to lack of Coverage

- (a) With respect to the order of arrival of Orders at the Bank, the Bank's records shall apply.
- (b) The Bank shall execute Orders obligatorily placed on hold in the event of a lack of Coverage as per the applicable legal regulations, without regard to the Customer's instruction and the order of receipt, in the order determined in the applicable legal regulation. In the case of Orders that have the same degree of priority, the time of receipt shall determine the order of execution.
- (c) The Bank shall be entitled – without notifying the Account Holder in advance – to correct any mistaken entries made by the Bank on the Account, prior to the execution of all other Orders. The Bank shall notify the Customer of such correction on the next Account Statement.
- (d) If the Coverage does not permit the execution of all due Orders, the Bank, unless the Customer instructs otherwise, shall follow the order of receipt when executing the Orders.
- (e) In the event of a lack of Coverage, the Bank shall be entitled, with the exception of Orders that are obligatorily to be kept on hold under the applicable legal regulations, to reject an Order without placing it on hold.

1.3.4.5. In the cases defined in the applicable legal regulations, the Bank shall be entitled and obliged to execute Orders to the debit of the Account without or even in spite of the Account Holder's instruction.

1.3.4.6. If the Customer fails to meet his/her payment obligation towards the Bank, the Bank shall be entitled to keep the execution of the Customer's Orders on hold or to reject them. The Bank shall not be liable for any damage or loss arising from such suspension.

1.3.4.7. The Bank accepts no liability for any events that originate from the fact that the Order is not executed for the Customer or any other beneficiary due to causes external to the Bank or based on stipulations (a sanction) set forth in an international agreement, especially in the case of financial restrictive measures imposed on certain service

providers by the UN, the European Union and the United States of America, or against these communities or certain service providers considered to be agents thereof.

1.3.5. Order limit amounts (hereinafter the 'Limits')

1.3.5.1. The Limits applicable to the various Orders are stated in the Announcement. The Bank shall be entitled to change or cancel the Limits or to introduce new Limits pursuant to the rules pertaining to the modification of the Announcement.

1.3.5.2. The Bank shall restrict the total value of Orders that may be given through TeleBank and the amount disbursed by the Bank to the Customer in cash on any one day. The detailed terms pertaining to this are contained in the Announcement.

1.3.5.3. The Bank may in respect of a given period limit the number and amount of Orders that may be executed with the Bank Card, as well as the number and amount of Orders rejected. Merchants are also entitled to apply Limits, which may restrict Orders beyond and the Limits established by the Bank, and independently of them.

The limit amounts applied by the Bank are set forth in the Announcement, as in force.

~~In addition to the Limits stated in the Announcement, the Bank operates a complex limit system in respect of Orders that may be carried out via NetBank, the purpose of which is For security reasons, the Bank does not disclose this limit system to the public.~~

The Account Holder may specify or modify the amount that may be used within the available balance for the purpose of Bank Card transactions (limit) in writing at any bank branch or via NetBank. The limit amounts are specified uniformly, in HUF, for every Bank Card.

The number of successful transactions that may be carried out daily with the Bank Card (limit) is specified by the Bank in the Announcement. The Account Holder may not deviate from the daily transaction number limits specified in the Announcement (an exception to this is the modification of a limit involving a time lock).

The Account Holder is entitled to modify the Daily ATM Cash Withdrawal Limit, the Daily POS Cash Withdrawal and Purchase Limit and the Daily ATM Cash Withdrawal and Daily POS Cash Withdrawal and Purchase Transaction Number Limit as a time lock limit, only via TeleBank and NetBank, for a temporary, maximum 48-hour period.

The Account Holder undertakes to provide the balance required for the settlement of Bank Card transactions and charges for Bank Card usage fees on his/her appropriate bank account and takes responsibility that the Card Holder will also do the same if the person of the Card Holder is not the same as the that of the Account Holder.

1.3.5.4 Foreign exchange transfers and crediting

1.3.5.4.1. SEPA CREDIT TRANSFER

Transfers initiated to EEA Member States, to Switzerland, Monaco, Gibraltar and San Marino, and to the credit of the Customers of other banks within Hungary. Its currency is EUR. It is a condition of SEPA Credit Transfers that the beneficiary bank is a financial institution that has joined the SEPA Agreement of the EU. In relation to the payer of transfer charges, always the 'SHA' applies, i.e. every Customer (transferor and transferee) shall pay the commission charged by his/her own bank, and neither fee nor charge may be deducted from the amount transferred even by intermediary banks. The full amount of the transfer shall be credited to the beneficiary's bank account.

In the case of SEPA transfers, it is not mandatory to provide a BIC (SWIFT) code in the Order; the Bank will automatically determine it from the IBAN account number.

The Bank shall execute transfer Orders submitted in EUR as a standard foreign exchange transfer, electronically, initiated to the Customer of a SEPA member bank, as SEPA transfers, except for Orders that also meet the FIT criteria, because their treatment as a FIT transfer receives priority.

[NEW SERVICE] 1.3.5.4.2. T-DAY TRANSFER

Execution of EUR and USD transfers initiated from a bank account of identical currency (without conversion) to another bank (debiting the payer's bank account and sending a SWIFT message on the day when the Order is submitted).

[NEW SERVICE] 1.3.5.4.3. FIT payment transfer:

It is a EUR transfer between the member banks of the Erste Group, which may be initiated only from an EUR bank account. There is no amount limit. The Bank shall automatically treat normal or SEPA Orders that meet the conditions as FIT payment transfers.

The currency of the transaction is always EUR. Furthermore, the currency of, in the case of outgoing transfers, the bank account to be debited and, in the case of incoming transfers, the bank account to be credited shall also be EUR.

The account-keeping bank of the transferor of an incoming transfer or, in the case of an outgoing transfer, of the beneficiary may only be one of the following:

- Erste Bank der oesterreichischen Sparkassen AG (Austria),
- Česká spořitelna a.s. (Czech Republic),
- Slovenská sporiteľňa, a. s. (Slovakia),

- Erste Bank Croatia (Erste & Steiermärkische Bank d.d.) (Croatia),
- Banca Comerciala Romana S.A. (Romania),
- Erste Bank a.d. Novi Sad (Serbia),
- Salzburger Sparkasse (Austria),
- Tiroler Sparkasse (Austria),
- Sparkasse Bank dd (Bosnia and Herzegovina)
- Sparkasse Bank Makedonija AD (Macedonia,(EB Mazedonia)
- Banca Comerciala Romana Chisinau SA (Moldova),
- Erste Bank AD Podgorica (Montenegro), (EB Montenegro)
- Banka Sparkasse dd (Slovenia)
- Erste Bank Hungary Zrt. (Hungary)
- Kärntner Sparkasse (Austria)
- Steiermärkische Sparkasse (Austria)
- Erste Group Bank AG (Austria)
- Sparkasse Hainburg (Austria)
- Niederösterreichische Sparkasse (Austria)
- Bankhaus Krentschker (Austria)

[NEW SERVICE] 1.3.5.4.4. PRIEURO CREDITING

An amount to be credited, coming from European Union Member States and Switzerland, Norway, Iceland and Lichtenstein, the currency of which is always EUR. Our Bank shall credit PriEuro items received within the final submission deadline forthwith, taking into account its payment obligation within four hours. If the currency of the account to be credited is not EUR, it shall be credited at a different, account conversion, rate.

1.3.5.4.5. CREDITING OF SEPA CREDIT TRANSFERS

A credit transaction received from EEA Member States and Switzerland, Monaco, Gibraltar and San Marino, the currency of which is always EUR. If the currency of the target account is other than EUR, the amount will be credited after conversion.

1.4. Bank Card, TeleBank, NetBank and Erste SMS Alert

- 1.4.1. PIN code, NetBank login password, TeleBank/NetBank ID and T-PIN code, One-time Password (hereinafter together the 'PIN codes')

Use of the PIN codes and the **Bank Card**, or of the number of the **Bank Card**, is an electronic encoding procedure that serves to substitute the Customer's signature. The Card Holder may not choose PIN codes that correspond to his/her own date of birth, address, vehicle license number or any other similar data that may be deduced from the person of the Card Holder, and liability for all losses that may arise from the selection of such a PIN code shall lie with the Card Holder. The T-PIN code changed by the **Customer** cannot be the same as the previous T-PIN code. The Card Holder has a right to change his/her PIN codes. The Customer shall keep his/her PIN codes fully secret. **The Erste NetBank login password may be changed via NetBank, the Bank Card PIN Code at ATMS, while the T-PIN code via TeleBank.**

1.4.2. **The Bank Card**

- 1.4.2.1. The **Bank Card** is the property of the Bank. The rights and obligations set forth in the Contract and that are related to the **Bank Card** are, for the protection of the Card Holder's interests, personal in nature. The Bank shall not accept and shall not consider valid any authorisation given by the Card Holder to third parties in connection **with the Bank Card**.
- 1.4.2.2. Using the **Bank Card** and the appropriate PIN Codes – in the case of **cards suitable for Contactless Payment**, for **contactless** transactions performed in an amount below the limit at Merchants **suitable for it**, even without the provision of a PIN Code/Customer identity check, the Card Holder may give any Order to which he/she is authorised under the Contract.
- 1.4.2.3. Issuance, receipt and validation of the **Bank Card**
- a) The Bank shall mail the **Bank Card(s)** at the Card Holder's risk in a letter to the mailing address specified by the Card Holder, **or the Card Holder may receive the Bank Card at a bank branch if he/she has requested such receipt at a bank branch**. Upon receipt of the **Bank Card**, the Card Holder shall sign his/her **Bank Card** immediately, in a manner that matches the signature provided on the **Signature Card**. In the case of any failure to do so, or of any erroneous performance of such, the Card Holder shall be liable for any unauthorised Orders carried out with his/her **Bank Card**.

b) Activation when a new Bank Card and a replacement card is requested

<u>Method of receiving Card/PIN</u>	<u>PIN preselection was successful</u>	<u>There was no PIN preselection or it failed</u>
<u>Postal delivery</u>	<u>The Bank Card can be activated by a transaction requiring the entry of a PIN Code.</u>	<u>Via TeleBank</u>
<u>Delivery at a bank branch</u>	<u>The Bank Card can be activated by a transaction requiring the entry of a PIN Code.</u>	<u>The Bank Card can be activated by a transaction requiring the entry of a PIN Code (by balance enquiry or Cash Withdrawal from an Erste</u>

		<u>Bank ATM).</u>
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The Card Holder shall define a PIN Code in accordance with the detailed rules provided by the Bank **at the bank branch when he/she applies for a card or, failing this, the Bank shall send it to the mailing address provided by the Card Holder in the Contract by a separate letter.**

The Card Holder may request the regeneration of a TPIN Code for the Bank Card via NetBank or TeleBank or at a bank branch.

~~The Card Holder may determine a T-PIN code via CitiPhone Banking, without the cooperation of an operator. The T-PIN code specified by the Card Holder when validating the Citicard, or at a later date, overrides his/her T-PIN code that was previously specified upon the validation of the Citicard, in respect of an existing Account at the Bank and a Citicard or credit card associated with it, and thereafter this new T-PIN code shall be valid for all of the Card Holder's existing Accounts and the Citicard and credit card associated with them. The T-PIN code that is specified by the Card Holder in respect of a subsequent Account as well as the card or credit card associated with it shall override the T-PIN code that was previously specified in respect of any Account and the card or credit card associated with it. The Card Holder shall be obliged, in the course and in the interest of validation, to duly identify himself/herself and specify the number of his/her Account or any other confidential information that the Bank may request.~~

A Bank Card collected by the Card Holder may be used immediately after its activation by the Card Holder.

c) ~~—— If the Card Holder does not wish the Contract to enter into force with respect to him/her, he/she shall destroy the Citicard without having first validated or used the Citicard, and shall inform the Bank of his/her intention to prevent the Contract from coming into force.~~

~~D) If the Citicard is not in the actual possession of the Card Holder at the time of activation, such activation may not be performed in the branches, via Citibank Online or through CitiPhone Banking.~~

1.4.2.4. Validity, renewal and termination of the Bank Card

a) The validity period of the Bank Card is stated on the front of the Bank Card. The Bank Card may be used until 24:00 (midnight) on the last day of the month indicated on its front side. The Bank shall ensure the renewal of the expiring Bank Card unless otherwise instructed by the Account Holder or the Card Holder not later than by the last day of the month preceding the month of expiry by two months in writing or via TeleBank. The Account Holder/Card Holder's different instruction shall be received by the Bank by the deadline specified above. If the Account Holder/Card Holder's instruction given in writing or via TeleBank is received by the Bank after this time, the Bank shall renew the Bank Card and the annual card fee stated in the Announcement shall be charged to the Account Holder's bank account when due. The renewed Bank Card may be used until the expiry date shown on it. Should the Authorised Person's Bank Card become invalid, this shall not invalidate the Account Holder's Bank Card and shall not terminate the Contract either.

The Card Holder shall return the expiring or expired Bank Card to the Bank forthwith in a physically cancelled condition (by making the magnetic stripe and the chip useless and the CVV2/CVC2 code on the backside unreadable). All damage arising from failure to, or the inappropriate return of, the Bank Card to the Bank shall be borne by the Account Holder without any time limit.

- b) ~~In the event of replacement due to theft, loss, renewal or any other reason, the Bank shall send the Card Holder the BankCiticard by mail to the Card Holder's mailing address provided to the Bank, at the Card Holder's risk, or hand it over in the manner specified in the List of Interest Rates and Charges. The Bank agrees that, following the cancellation of the Card Holder's account signatory rights in a manner that is valid and acknowledged by the Bank, the Card Holder's **Bank Card, the PIN associated with it and the T-PIN related to the Card Holder's Account and the Bank Card or credit card associated with it** shall not be usable for the purposes of exercising signatory rights in relation to the given Contract.~~
- c) The Bank reserves the right to block the electronic banking service if it suspects any unauthorised or fraudulent use of any cash-substitute payment instrument (including the Bank Card), or in the interests of the security of such cash-substitute payment instrument. If there is a credit line linked to the cash-substitute payment instrument, the Bank shall also have a right to blocking if the risk that the Customer will not be able to perform his/her payment obligation to the Bank increases significantly. The Bank may, at any time and without prior notification, suspend or terminate the Card Holder's ability to use his/her Bank Card. The Bank shall notify the Card Holder of such suspension or termination by phone, in an SMS message, by letter, or in any other manner suitable for correspondence. In such cases the Bank shall not be liable for any damage or loss sustained by the Card Holder due to the suspension or interruption concerned.
- e) The Bank may, at any time, invalidate the Bank Card and may, temporarily or permanently, terminate the availability of one or more ATMs for the purpose of giving of Orders.
- f) ~~If a Customer that already has a forint Payment Account at the Bank submits a request to the Bank for a change of fee package to the Basic Account, all Cards of the Customer that are linked to his/her previous service package and that differ from the type of Card that is associated with the Basic Account service package, as well as all additional Cards of his/hers apart from the Card associated with the Basic Account service, shall terminate.~~

1.4.2.5. Orders given with the Bank Card, key provisions pertaining to the use of the Bank Card

- a) The Card Holder shall only be entitled to use his/her Bank Card in accordance with its intended purpose; the Bank accepts no liability for any losses sustained by the Customer or third parties in connection with any use of the Bank Card that is not consistent with its intended purpose.
- b) If the **Card Holder** has more than one Account or **is authorised to give instructions regarding more than one Account**, the Orders given by the **Bank Card** are executed to the debit of an Account designated by the Card Holder for this purpose. The Card Holder may change this designated Account at bank any time **at the Bank branch, via NetBank or TeleBank.**
- c) The Card Holder ~~**may give Orders via TeleBank with his/her Citicard and T-PIN code, and via NetBank by using his/her Citibank Online code and, in certain cases, with a Single-use Security Code, and**~~ may withdraw cash in the currency valid in the country of the Cash Withdrawal with the use of his/her Bank Card and PIN Code. The Card Holder may, moreover, deposit cash using his/her Bank Card and

PIN Code, exclusively in Hungarian forint and in the form of banknotes, at the Bank's ATMs suitable for this purpose, to his/her Account associated with the Bank Card, subject to the restriction mentioned in the Announcement. This service may only be used if the currency of the Account associated with the Bank Card is Hungarian forint. Sums that are successfully deposited in such manner immediately increase the usable balance of the Account.

- d) The different types of Bank Card issued by the Bank may be used for making purchases in the currency valid in the country of the purchase, to the debit of the balance of the Account linked to the Bank Card. The Card Holder may only settle, with his/her Bank Card, the value of purchases actually made and services actually used. The Card Holder shall be identified by the Merchant on the basis of his/her Bankcard and a signature that matches the signature on the Bank Card, and/or on the basis of a verification of the PIN Code, subject also to the provisions under Section 1.3.3.1. (e). In addition to this, the Merchant may also require that the Card Holder present his/her identity card or passport for the purpose of identification. Payment with the Bank Card shall be effected in compliance with the rules determined by the Merchant's bank. Under the Contract is has concluded with its bank, the Merchant will accept all Bank Cards that belong to the card companies whose logos it displays. If the payment is made over the Internet, the Merchant may request the expiry date and other identification data contained on the Bank Card for the transaction.
- e) The Card Holder shall check on the certificate issued in respect of the Orders executed with his/her Bank Card whether the data stated on it is true and correct, shall sign the certificate in a manner that matches the signature on the Bank Card (except in the case of Cash Withdrawals from ATMs or an instruction given over the telephone, in a letter or over the Internet) and, in the case of Orders requiring the use of the PIN Code, shall use the PIN Code. The Card Holder shall be liable for the legal consequences of any failure to perform the above, or of any erroneous performance of such.
- f) The Card Holder may only use his/her Bank Card at ATMs and at Merchants that display the logos shown on his/her Bank Card. The Card Holder hereby accepts that the Bank is entitled to withdraw, at any time, his/her right to use the Bank Card at the ATMs of other banks.
- g) Unless agreed otherwise, Orders may only be carried out with a Bank Card if there is Sufficient Balance on the given Account, and if the amount of the Order does not exceed the Limit. A transaction carried out with a Bank Card shall qualify as an irrevocable operation on the Card Holder's part.
- h) In connection with Orders executed with the Bank Card, the Bank shall be entitled to pass on any costs and fees charged by other banks or the Card Company in respect of the given Order to the Card Holder, and shall be entitled to charge the fees stated in the Announcement for such Order.
- (i) **In the case of a HUF Account, settlement of transactions made in Hungarian forints (HUF):**
The amount of transactions made with a Bank Card in Hungarian forints (HUF) shall be debited/credited to the Account Holder's bank account on the Bank Working Day following processing (accounting day).

In the case of a HUF account, settlement of transactions made in a currency other than Hungarian forint (HUF):

If the Bank Card is used abroad or domestically, in a currency other than Hungarian forints (HUF), the original amount and currency of the transaction will be converted by the Visa International Card Organisation at the daily exchange rate applied by it into HUF as follows:

- if the currency of the transaction is not EUR, first into EUR, then this EUR amount into HUF;

- if the currency of the transaction is EUR, the original amount and currency of the transaction into HUF, then this HUF amount will be debited to the Account Holder's bank account on the Bank Working Day following processing (accounting date).

- The MasterCard International Card Organisation will convert the original amount and currency of the transaction into the Bank's settlement currency (EUR) at the daily exchange rate applied by MasterCard. The Bank shall convert the foreign exchange amount accounted for by the MasterCard International Card Organisation at the valid account conversion sell rate last quoted on the date of receipt by the Bank from the card organisation into the currency of the bank account (HUF), and shall debit it to the Account Holder's bank account on the Bank Working Day following processing (accounting date).

Procedure applied to accounting for transactions made with a Bank Card associated with a foreign exchange account and to debiting transaction and other fees:

- Transaction amounts:

a) In the case of transactions accounted for through an organisation other than an International Card Organisation

The Bank shall convert transactions made in Hungarian forints (HUF) with a Bank Card associated with a foreign exchange account at the valid account conversion mid-rate (= midpoint rate) last quoted on the day of transaction into the currency of the account. This converted amount will be debited to the foreign exchange account on the working day following processing.

b) In the case of transactions accounted for through an International Card Organisation

In the case of items transacted in Hungarian forints with a Bank Card associated with a foreign exchange account, sent to the Bank by an International Card Organisation in Hungarian forints (HUF), the Bank shall convert the amount sent by the International Card Organisation in Hungarian forints at the Bank's valid account conversion mid-rate last quoted on the day of receipt by the Bank from the card organisation into the currency of the account (EUR/USD/GBP/CHF/CAD). The Bank shall debit this amount to the Account Holder's account on the working day following processing.

In the case of items transacted in a foreign currency or Hungarian forints (HUF) with a Bank Card associated with a foreign exchange account, sent to the Bank by an International Card Organisation in EUR (the International Card Organisation converts the transactions into EUR at its own exchange rate), the Bank shall convert the amount at the Bank's valid account conversion mid-rate last quoted on the date of receipt by the Bank into Hungarian forints (HUF), then it shall convert the Hungarian forint (HUF) amount into the currency (USD, EUR, GBP, CHF or CAD) of the account at the valid account conversion mid-rate last quoted on the same day.

An exception to this is if the transaction has been carried out in the currency of the account. In this case, the Account Holder will be debited with the amount of the original transaction, there is no conversion. The amount of the transaction will be debited to the Account Holder's bank account after the working day of processing.

1.4.2.6. Book-entry and certifying of Orders executed with a **Bank Card**

- a) The Bank shall register all Orders executed with the **Bank Card** and shall confirm them to the Account Holder in an Account Statement relating to the given month. The execution of an Order is certified by electronic data, while in the case of any Order submitted electronically, the Card Holder receives a receipt issued by the Merchant/ATM for every Order, depending on the Customer's request or the settings of the Merchant/ATM, and this confirms the Order. **The value date for debiting Bank Card transactions shall be the same as the accounting date of the transaction made on the Bank's own Bank Card accepting device or on a third party's Bank Card accepting device (ATMs, branch POS, post office POS and merchant POS). The value date for debiting fees associated and not associated with transactions is the same as the accounting date. In the case of transactions made on the Bank's own Bank Card accepting device (ATMs, branch POS, post office POS and merchant POS), the value date for crediting Bank Card transactions shall be the same as the date of the transaction. In the case of transactions made on a third party's Bank Card accepting device, the value date of crediting the transaction shall be the same as the date of receipt of the amount involved in the transaction by the Bank. The value date for the possible subsequent crediting of fees debited in connection and not in connection with a transaction to the Account Holder shall be the same as the value date of the general debiting of the given fee.**

Day of processing: Day of processing by the Bank of card transactions carried out with Bank Cards:

– If the card payment transaction was executed via the Bank's own equipment (ATM, branch POS, postal POS or merchant POS) before the closing time of the banking system on a business day, the day of processing is the same as the day of the transaction.

– If the card payment transaction was executed via the Bank's own equipment (ATM, branch POS, postal POS or merchant POS) on a bank holiday or business day, but beyond the closing time of the banking system, the day of processing is the first bank business day following the day of the transaction.

– If the card payment transaction was not executed via the Bank's own equipment and was received by the Bank on a business day before the closing time of the banking system, the day of processing is the same as the day of the receipt of the transaction by the Bank.

– If the card payment transaction was not executed via the Bank's own equipment and was received by the Bank on a bank holiday or business day, but beyond the closing time of the banking system, the day of processing is the first bank business day following the receipt of the transaction by the Bank.

– The fee attached to the transaction is processed together with the transaction. Any fees not attached to the transaction are processed as and when they emerge.

~~The booking day of the Order is the day on which the Bank processes the data, or electronic data, of the document certifying the Order. The value date of the Order and the booking date are the same. In the case of an ATM cash-withdrawal transaction the booking date is the same as the Order date on Bank Working Days, while the booking date of an Order given on non-Bank Working Days is the first Bank Working Day following the Order. In the case of a Purchase made with a Cirrus Maestro bank card, the practice applied in respect of ATM cash-withdrawal transactions shall be valid. In the case of a Purchase made with a MasterCard bank card, the Bank blocks the amount of the Purchase on the Account on the day of the Purchase (if the currency of the Account and the currency of the Purchase executed with the MasterCard bank card that is linked to it are different, the blocking is made at the foreign-exchange mid-rate effective on the day of the Purchase), and then books it on the day of settlement between the Card Company and Citibank. If the currency of the Account and the currency of the transaction are different, then the Purchase transaction is booked at the FX sell exchange rate valid on the day of the booking.~~

The Card Holder hereby accepts that the data registered by the Bank in relation to the Order shall serve as sufficient evidence for the Bank to debit the Account with the amount of the Order.

- b) The Account shall be debited on the basis of the data sent by the Merchant's bank to the Bank, and thus the Bank shall be within its rights to debit the Account even if no certificate was issued in respect of the Order, or such certificate is not in the Card Holder's possession, but according to the data sent by the Merchant's bank the Card Holder executed an Order.
- c) The Card Holder shall notify the Bank if there is any discrepancy between the data of the receipt received by him/her and the Account Statement, or if the data stated in the Account Statement in relation to the Order is not true and correct.

1.4.2.7. Liability rules

- a) Liability for the defective operation of devices
 - i) The Bank shall not be liable for any damage incurred by the Card Holder in connection with any defective operation of devices such as occurs subsequent to the issuance of the Bank Card to the Card Holder.
 - ii) The Bank shall not be liable for any damage incurred by the Card Holder in connection with the rejection of the Order by the Merchant.

- iii) The Bank shall not be liable in any way for any loss or damage of any nature sustained by the Card Holder as a result of any defect in any ATM, other equipment, communication system or device, data processing system or transmission connection, or for any other similar reason, if such defect was caused by a circumstance falling outside the Bank's sphere of control and that was not foreseeable at the time of Contract conclusion, and could not have been reasonably expected that the Bank avoid or prevent such circumstance.¹
- b) Liability in connection with authorization
The Bank – with the exception of wilful misconduct or gross negligence on its part – shall not be liable for the execution of such Orders where the Card Holder is not identified with a PIN Code **(in case of Erste MobilPay with mPIN), with the Internet Purchase Confirmation SMS Code** or with a Single-use Security Code, and the signature given in validation of the Order is so similar to the Card Holder's specimen signature provided to the Bank that the difference between the signatures cannot be established even with the exercising of a level of due care that may be expected in such cases.
- c) Liability for the exceeding of a Limit
The Bank shall not be liable for the exceeding of the Overdraft Facility and the Limit if – based on the procedural rules of the Card Company – it is not the Bank but the Merchant, or the Card Company itself, that checks and approves the Order prior to its execution, and it is only because of this that one or more Orders exceeded the Limit or the Overdraft Facility.
- d) Liability in relation to use of the Internet
The Card Holders use the Internet at their sole discretion, and in the course of an Order given through the use of the Internet it may happen that, for reasons falling outside the Bank's control, unauthorised third parties gain access to the Card Holder's card number and/or abuses that are injurious to the Customer may take place in some other manner on the Internet. As a result of such abuses, the Card Holder may even sustain financial damage. For these reasons the Bank accepts no liability whatsoever for any damage that may be sustained by the Card Holder in relation to the use of the Internet.
- e) Liability of the Account Holder(s)
The Account Holder shall have unlimited and joint and several liability for the Orders of the Authorised Person and for the payment of the Bank Charges related thereto; however, the Bank shall also be entitled to enforce its claims against the Authorised Person separately. The Authorised Person shall indemnify the Bank, together with the Account Holder, for all losses, damage, costs and expenses that may arise due to the activities or omissions of the Authorised Person.
- f) Liability rules related to the Merchant
 - i) The Merchant is not the Bank's agent, and is not a collaborator proceeding in the interests of the Bank. The Bank shall not be liable for any damage sustained or incurred by the Card Holder by virtue of the fact that a person or organisation authorised in this regard under the rules of the Card Company commits an error or omission in the course of the acceptance of the Bank Card or does not authorise a given Order, or refuses to accept the Bank Card or the PIN Code.

- ii) The Bank shall not be party to any legal dispute that may arise between the Card Holder and the Merchant; in such legal dispute it shall be entitled to provide the required information and data in accordance with the legal regulations relating to bank secrets, the provisions of the Contract and the Card Holder's written declaration to this effect, but at the Card Holder's request the Bank shall examine all relevant questions arising from the use of the given Bank Card, and shall provide all reasonable assistance to the Card Holder in order that the matter in dispute be satisfactorily settled.
- iii) In the event of any dispute arising between the Card Holder and the Merchant, the Card Holder's liability towards the Bank shall in no way be affected by this dispute, or by any counterclaim or right of offsetting that the Card Holder may enforce against the Merchant.
- iv) The Bank accepts no liability for any events that originate from the fact that a Merchant or a country restricts or does not accept (imposes sanctions on) the Bank Card issued by the given Card Company, or the Bank as the card issuer, and that the given Order – for causes external to the Bank – whether as a result of these circumstances or based on the stipulations (a sanction) set forth in an international agreement, is not executed, especially in the case of financial restrictive measures imposed on certain service providers by the UN, the European Union and the United States of America, or against these communities or certain service providers considered to be their affiliates.
- v) The Bank shall not be liable for the loss or theft of the device associated with the Mobile Telephone Number (mobile phone and the relevant SIM card) as well as the NetBank ID code or for the failure to report such loss or theft to the Bank and for the damage resulting from a consequent disclosure of any confidential information to a third party. The Customer shall immediately notify the Bank of any change in the Mobile Telephone Number on record with the Bank.

1.4.3. The Erste TeleBank_Customer_service

- 1.4.3.1. With the aid of the TeleBank service, the Customer may, **from 0 am to 24 pm on each day of the year**, initiate certain Orders by telephone as detailed **in the Announcement**, may request certain Services by telephone, and may receive answers or legal remedy to his/her questions or complaints related to the Services.
- 1.4.3.2. Before the TeleBank Service is used or a specific Order is given, the Bank shall identify the Customer. Identification takes place on the basis of **four-randomly selected numbers or all numbers as described above** of the **TeleBank identifier and the TPIN** belonging to the Customer or in some other manner suitable for satisfactorily identifying the Customer. The Bank shall define the method of identification applied with regard to the individual transaction types, subject also to the provisions of Section 1.3.3.3.
- 1.4.3.3. The Customer consents to the recording of all telephone conversations held via **TeleBank** and the possible use of the audio recordings by the Bank as evidence in any official proceedings in accordance with the provisions of the law.
- 1.4.3.4. The Customer hereby accepts that the data recorded by the Bank in connection with **TeleBank** Orders shall constitute appropriate evidence with respect to the use of the given Service, the submission of the Order, as well as to its actual content (its terms

and conditions), and – where applicable – shall evidence the fact of the prior verification of the **TeleBank identifier** and the TPIN Code.

1.4.3.5. The Bank shall in particular provide the following Orders and Services by way of **TeleBank**:

- a) Account information (cover, balance, specific Orders, content of the latest or the penultimate Account Statement, etc.) and requests for bank certificates;
- b) closing of an existing account within the bounds of the Contract **(except for last Account)**;
- c) placing transfer orders, as well as withdrawal of Orders;
- d) reporting changes in data provided by the Card Holder to the Bank in connection with the Contract, unless the law or the Contract requires that this be done in writing;
- e) re-issuing Account Statements;
- f) tying up, modifying and terminating deposits (as set out in the Announcement);
- g) blocking the **Bank Card and electronic services (NetBank, MobilBank, TeleBank and MobilePay)**, and activating a **Bank Card**;
- h) applying for, suspending and cancelling **Erste Alert**;
- i) reporting complaints in relation to the Services;
- j) providing detailed and comprehensive information on the Services and on Orders;
- k) **giving**, modifying and cancelling standing Orders and authorisations for collection Orders (direct debits);
- l) designating someone who is already registered as a Customer as an Authorised Person in connection with another Service regarding the Account Holder's other Accounts, or withdrawing the Authorisation;
- m) **[NEW SERVICE] requesting emergency services related to Bank Card**;
- n) providing certain information about investment products;
- ~~p) requesting a Travel Pack that includes travel~~ **Travel Insurance Package**;
- q) requesting insurance products intermediated by the Bank as an insurance broker, provided that the given insurance terms allow this;
- r) requesting an electronic account statement, changing how it is made available, and deleting it;
- s) announcing Cash Withdrawal requests involving a large amount.**

1.4.3.6. The Bank may also make other Orders and Services available through the **TeleBank** Service in the future, and shall notify the Customer of the terms and conditions of such Orders/Services in the appropriate form and manner.

1.4.3.7. The Bank shall be entitled to withdraw the availability through the **TeleBank** Service of certain Orders or Services, if the risks associated with the given Order or Service, or the statutory provisions pertaining to the given Service or Order, change in an

unfavourable direction, or if the Bank's business policy interests render this necessary.

1.4.3.8. Verification of **TeleBank** Orders

The Bank shall record all Orders executed via the **TeleBank** Service and shall confirm them to the Account Holder through an Account Statement relating to the given month. In addition, the Bank shall record all TeleBank telephone conversations. The Card Holder hereby accepts that the data registered by the Bank in connection with the Order shall serve as sufficient evidence for the Bank to debit the Account with the amount of the Order and/or to fulfil the Service request. The Account Holder shall notify the Bank if, based on the information at his/her disposal, there is a discrepancy between any of the data of the Order (Service request) given by him/her, or if the data related to the Order as stated in the Account Statement is for some other reason not true or correct, subject also to the provisions set forth in Section 1.3.3.7.

1.4.3.9. Premium Banking Telephone Services

The range of orders that may be submitted via the Premium Banking Telephone Service:

- a) **deposit management (giving Orders to tie up and break term deposits);**
- b) **requesting SMS Services;**
- c) **book-entry transfer order to credit card account for the settlement of credit card debt;**
- d) **transfer order from a bank account kept by the Bank to a securities account kept by Erste Investment Zrt.;**
- e) **transfer order from a securities account kept by Erste Investment Zrt. to a bank account kept by the Bank;**
- f) **foreign exchange conversion order (same-day and value-date);**
- g) **sale and purchase of securities on a securities account kept with Erste Investment Zrt.**

The Bank shall stop providing Premium Banking Telephone Services if the Account Holder's Erste Premium Account-keeping Service Contract is terminated with the Bank for any reason or is amended in such a way that the Account Holder's Erste Premium Customer status has been terminated.

In other respects, the Premium Banking Telephone Service shall be governed by the rules applicable to the TeleBank Service (provisions of Section 11.2 applicable to identification and liability, provisions applicable to performance under Section 11.3.6, provisions of Section 11.4 applicable to the application for SMSes via TeleBank, provisions applicable to the investment services specified in Section 11.7 and provisions of Sections 3.3 to 3.7.

1.4.4. NetBank and MobilBank

1.4.4.1. Technical conditions of **NetBank**

a) **NetBank** may be used if the following technical conditions are in place:

- 1) personal computer/laptop/tablet with mouse/touchpad, keyboard, and operating system,
- 2) Internet connection,

- 3) Internet browser/web browser allowing the use of NetBank, which supports systems encoded according to standard TLS 1.1 (e.g. Microsoft Explorer 8.0 or higher, Mozilla Firefox 23, Chrome 22 or Safari 9);
- b) for using NetBank, the NetBank User shall ensure that the above conditions are fulfilled. The Bank Charges incurred in connection with the use of NetBank shall be borne by the NetBank User.
- c) for using NetBank in Hungary, the NetBank User shall use a web browser encoded according to standard TLS 1.1. The use of a web browser supporting encoding according to standard TLS 1.1 outside Hungary may be unlawful under the rules of certain countries. The Bank shall not be liable in the event that the NetBank User uses the NetBank service in a country where the TLS 1.1 encoding system is not permitted, and the Bank shall not be liable if the Card Holder is therefore unable to use the NetBank service in these countries.

1.4.4.2. Services available through NetBank

- a) NetBank provides the NetBank User with access to such Accounts and other Services, and provides an opportunity to give such Orders, as per the stipulations of the Announcement, in respect of which the NetBank User possesses appropriate authorisation under the Contract.
- b) The NetBank User may obtain notification on the following information in particular with the aid of NetBank:
 - i) Account information, balance inquiry, electronic account statement, and information related to Orders, all of which may be downloaded to the NetBank User's computer;
 - ii) in the case of Time Deposits: information on the principal amount of the Time Deposit, on the rate of interest, on the rate of EBKM/UDRI on the instruction given in respect of interest payment, on the term of fixing, and on the next maturity date;
 - iii) information on the foreign currency (cash) and foreign exchange rates offered by the Bank to the NetBank User, and on the latest interest rates for Time Deposits;
 - iv) if the Card Holder has a credit card issued by the Bank, information on the amount of the credit limit associated with the Credit Card, the amount of the used and usable credit limit, the minimum repayable amount and the due date of repayment;
- (v) modification of contact information: notification name, mailing address, Email Address and Mobile Telephone Number;
- (vi) [NEW SERVICE] by accessing the NetBroker system operated by Erste Investment Zrt. via NetBank, it is possible, furthermore, that the Account Holder receives information about the most important data on the individual financial instruments entered in his/her securities account (securities deposit account) kept by Erste Investment Zrt.;
- e) Further Orders that may be sent via NetBank in the form of a Customer service message (mail box):
 - a. Email address modification
 - b. Registering, or cancelling, a request to make a large-volume Cash Withdrawal (in accordance with the List of Interest Rates and Charges)

c. Cancellling the Alerting Service

d. Requesting a bank certificate

e. Requesting an Account Statement

f. Initiating the closure of the Account maintained under the Contract, not including the termination of the entire Customer relationship

g. Changing of mailing address;

h. changing of Mobile phone Number.

From a later point in time the Card Holder may also receive with the aid of Citibank Online specified information related to the investment services offered by the Bank. The Bank shall inform the Account Holder of the occurrence of this later point in time in the appropriate form and manner.

➤ e) The **NetBank User** may especially request the execution of the following types of Orders and other transactions via **NetBank**:

i) Order for a transfer of funds between Accounts kept at the Bank (balance transfer);

ii) transfer to an account kept at another bank, within Hungary or abroad;

iii) giving/modifying/cancelling of a standing Order in forint;

iv) placing and fixing of a deposit, modifying and cancelling the deposit, or instructing the Bank not to renew the deposit;

v) changing ~~the PIN code and~~ Password;

vi) creating, viewing and deleting beneficiaries (patterns), activating new beneficiaries;

vi) exchange rate information;

vii) setting bank card transaction limits-viewing Customer data, for example limits, transaction purpose codes;

viii) liaising with the Customer Service – writing and receiving Customer service messages;

ix) **[NEW SERVICE]** opening and keeping of CélBetét (TargetDeposit) savings accounts;

x) **[NEW SERVICE]** Review of spending analyses by using a financial monitoring function;

xi) submission of free Cash Withdrawal declarations;

xii) **[NEW SERVICE]** giving specific Orders in respect of certain financial instruments via the NetBank function of the NetBroker platform operated by Erste Investment Zrt. in accordance with the terms and conditions of the Business Rules for Investment Services of Erste Investment Zrt.;

NetBroker investment services

The Bank shall allow the Account Holder to switch to its Internet trading systems operated by Erste Investment Zrt. if the Account Holder has access to NetBroker/Hozam Plaza (Yield Plaza)/Portfolio Online Tőzsde (Portfolio Online

Stock Exchange). To this end, the Account Holder shall make a so-called 'Interconnection Statement'. After this consent has been granted, the NetBank system operated by the Bank and the trading system operated by Erste Investment Zrt. are connected, then the Account Holder can access his/her securities account kept with Erste Investment Zrt. also in NetBank, may perform the following transactions, and may have access to the following information:

- securities account and inventory information,
- purchase and sale of investment fund shares,
- bond subscription,
- transfers between the securities account and the Erste retail bank account.

The detailed conditions of the services are included in the Business Rules of Erste Investment Zrt. and the 'Interconnection Declaration'.

After interconnection is confirmed, when the Account Holder switches from NetBank to the above trading system, Erste Investment Zrt. does not request login details and a password and does not send a transaction code in an SMS. The other services can be accessed by logging directly into the NetBroker/Hozam Plaza/Portfolio Online Tőzsde system.

If the Account Holder does not yet have a securities account kept with Erste Investment Zrt. yet, he/she shall have the option to initiate the opening of a NetBroker securities account. In this case, after NetBank identification, a securities Account Contract will be concluded and a securities account will be opened in the system of Erste Investment Zrt. in accordance with the relevant terms of Contract of Erste Investment Zrt.

On the basis of the Account Holder's authorisation, the Bank shall be entitled to forward the Account Holder's personal identification data (name and name at birth, place and date of birth, mother's name, type and number of identification document, address and official address card number); contact details (address, Email Address and telephone number); NetBank system identifier and username; bank account number(s) and balance; details of the requested transaction; MIFID test results; tax identification number; details of the actual owner and declarations containing details relating to his/her PEP status to Erste Investment Zrt. for providing the services requested by the Account Holder (having access to specific functions of NetBroker/Hozam Plaza/Portfolio Online Tőzsde from NetBank).

xiii) ~~CitiCard CitiCard/Bank Card activation in the cases specified in 1.4.2.3:~~

xiii) viewing information pertaining to the Personal Instalment Loan and to the **Personal Line of Credit**;

xiv) ~~–amendment of certain demographic data (not a primary telephone number or Email Address)–~~

~~— The Card Holder (including a Card Holder that has a credit card issued by the Bank) may request and cancel the Citibank SMS Alerting Service via Citibank Online.~~

xvi) [NEW SERVICE] Erste Díjnet (FeeNet) Electronic Invoice Payment Function

By using the Electronic Invoice Payment Service Function (hereinafter the 'Electronic Invoice Payment Function'), the Account Holder may initiate the display and payment of the utility and other service invoices of invoice-issuing service providers issuing electronic invoices (hereinafter the 'Electronic Invoices') via the Electronic Banking System belonging to the Erste NetBank service.

The Electronic Invoice Payment service may be used by Account Holders who have a preregistered Díjnet Internet bank payment instrument identifier (hereinafter the 'Díjnet Identifier' in the Electronic Invoice Presentation services (www.dijnethu.hu) of Díjnet Holding Zrt. performing Electronic Invoice Presentation (hereinafter the 'Díjnet Service Provider'). The Account Holder Using the System receives the Internet bank payment instrument identifier from the Díjnet Service Provider in the Electronic Invoice Presentation System (www.dijnethu.hu).

By providing a Díjnet Identifier requested in the Electronic Invoice Presentation System under the 'Registration Electronic Invoices' menu item on the Electronic Interface in the Electronic Banking System belonging to the Erste NetBank service (www.dijnethu.hu), the Account Holder shall activate the Erste NetBank service, that is, he/she connects his/her Díjnet Identifier to the Erste NetBank User, as a result of which the Erste NetBank service appears as a payment instrument and becomes selectable in the Electronic Invoice Presentation System of the Díjnet service provider. In the Electronic Invoice Presentation System of Díjnet, under the 'Payment of Electronic Invoices' menu item, after the Erste NetBank service is selected, the data of the Electronic Invoice are forwarded to the Account Holder's Erste NetBank. The Account Owner may provide the Internet payment instrument identifiers of more than one Díjnet user in the 'Registration of Electronic Invoices' menu item of Erste NetBank.

In order to display his/her data required for the payment of Electronic Invoices in the Electronic Banking System belonging to the Erste NetBank service and to pay these electronically issued invoices, it is necessary to make the settings specified by the Díjnet service provider on the Invoice Presentation website of the Díjnet service provider (www.dijnethu.hu). The current scope of invoice issuers, the General Terms of Contract of the Díjnet service provider for the issue of Electronic Invoices and the use of their presentation are available on the Internet website of the Díjnet service provider.

After the activation of Electronic Invoice Payment, the Account Holder may forward the Electronic Invoices received by the Díjnet service provider from the Electronic Invoice Presentation System of the Díjnet service provider to Erste NetBank. As a result, the data of the Electronic Invoice are transferred to Erste NetBank, where the Account Holder can pay the Electronic Invoice by giving a HUF transfer order or may refuse to pay the invoice, that is, starting it from the 'Erste NetBank Electronic Invoices/Invoice Payments' menu item, he/she may return the Electronic Invoice to the Electronic Invoice Presentation System of Díjnet. Refusal to pay an invoice in Erste NetBank shall not mean its refusal vis-à-vis the invoice issuer. The Díjnet service provider may provide for the invoice after its return in its Electronic Invoice Presentation System. The transactions performed in Erste NetBank in relation to Electronic Invoices can

also be tracked in the Electronic Invoice Presentation System of the Díjnet service provider.

Electronic Invoices received by Erste NetBank and awaiting payment are no longer displayed in Erste NetBank after the expiry of the period of limitation. The Account Holder may give instructions regarding an lapsed Electronic Invoice only in the Electronic Invoice Presentation System of the Díjnet service provider. Period of limitation: 1. In the case of Electronic Invoices received before the payment deadline, the period of limitation shall be 30 calendar days from the payment deadline; 2. In the case of Electronic Invoices received after the payment deadline, the period of limitation shall be 30 calendar days from the date of receipt.

The Account Holder may initiate the renouncement of the use of the Electronic Invoice Payment service via Erste NetBank under the 'Registration of Electronic Invoices' menu item of Erste NetBank. The Account Holder may initiate the cancellation of the Electronic Invoice Payment service via Erste NetBank if he/she has no Electronic Invoice awaiting payment in the Electronic Banking System in connection with the given Díjnet identifier. The Bank shall forward information about the cancellation of the Electronic Invoice Payment service forthwith to the Díjnet service provider presenting the invoices; the Account Holder shall grant authorisation for the forwarding of the above information to the Bank on the Electronic Interface by initiating cancellation.

The Account Holder hereby accepts that the Invoice Payment Function provided via Erste NetBank is independent of the electronic invoice payment service of the Díjnet service provider. The Account Holder hereby accepts that he/she is entitled to initiate any complaint or possible legal remedy in connection with the services and fee regulation of the Díjnet service provider with the Díjnet service provider; no liability shall lie with the Bank in connection with the services of the Díjnet service provider, the use of such services and the fees charged by the Díjnet service provider; and the Account Holder shall be entitled to enforce any claim in connection with the services of the Díjnet service provider only against the Díjnet service provider.

Other terms and conditions

- i) With NetBank it is not possible to withdraw or modify Orders given for same-day execution. The Bank shall confirm by way of NetBank the recording of an Order given via NetBank; it shall not, however, send notification of the execution of the Order via NetBank.
- ii) The Bank may send notices and messages to the NetBank User via NetBank. The NetBank User expressly accepts that by using the appropriate modules, text windows and other, similar-purpose tools of NetBank (e.g. click acceptance, email), the Parties may validly notify each other in relation to the Contract, provided that, prior to such communication, the Bank is able to identify the Customer on the basis of his/her NetBank code in the manner specified in the Contract.
- iii) The Bank may also offer other types of Orders and Services as part of its NetBank Service and shall inform the NetBank User of the terms and conditions of such Orders/Services in the appropriate form and manner.

- iv) The Bank shall be entitled to withdraw the availability through NetBank of certain Orders or Services if the risks associated with the given Order/Service or the statutory provisions pertaining to the given Service/Order do not allow otherwise.

1.4.4.3. Application, activation

The Bank makes the **NetBank** service available to all Account Holders (**Join Account Holder and Co-Account Holder**) and to the **Authorised Person**, without placing them under any obligation to use the services. **The MobilBank service is available to Customers with NetBank. It is a condition to actually use NetBank and MobilBank that the Account Holder or the Authorised Person requests at the bank branch or via TeleBank that the NetBank service is set and accepts the conditions applicable to the NetBank service.** The Bank shall make the NetBank services available and shall provide the opportunity to use the **NetBank** and MobilBank services, ~~and to register for them~~, on the working day following the acceptance of the application at the latest.

1.4.4.4. Orders and queries with the **NetBank** Service

- a) The NetBank Service may only be used following Customer identification carried out on the basis of the **NetBank login password**, and with the understanding that the Bank may make access to **NetBank** and the actual use of certain of its functions, in the Customer's interest, subject to further security conditions, for example, the specification of a One-time Password. The Bank shall inform **the NetBank User** appropriately of these additional security requirements. The Bank shall execute the Orders submitted by the Customer via **NetBank** in accordance with the general rules. In the course of the execution of Orders the Bank shall not be obliged (but shall be entitled, if it deems it necessary) to request the **NetBank Users** to confirm the content of the Orders over the telephone. If the Bank – for reasons imputable **to the NetBank User** – is unable to request confirmation in relation to the given Order, it reserves the right not to execute the Order that has been given through **NetBank**. The Bank shall not be liable for any damages arising from this.
- b) The **NetBank User** – for the purpose of protecting his/her own interests as well as those of others – consents to the Bank's recording the details of any **NetBank** connection and using them as evidence in accordance with the provisions of law.
- c) The Bank shall accept no liability for any faults in the Internet connection. The Bank shall not be held liable if, due to a fault in the telecommunication lines or through the fault of the company or person providing the Internet service, or due to any software error, or for any other reason falling beyond the Bank's control, it is not able to perform the service, or the data arrives at the Bank incorrectly, incompletely or late, and the Card Holder is for this reason unable to use the services of the Bank.
- d) The Bank shall be entitled, at any time and without prior notification and without giving an explanation, to alter, suspend or terminate the NetBank Service or the **NetBank User's** right to use the **NetBank** Service for reasons of security or maintenance. The Bank shall inform the **NetBank User** accordingly of the fact that such has taken place. The Bank shall not be liable for any damage or loss sustained by the **NetBank User** due to the change, suspension or termination concerned.

1.4.4.5. Verification of **NetBank** Orders

The Bank shall register all Orders executed during the use of the **NetBank** Service and shall confirm them to the Account Holder through an Account Statement – or in the case of an Account Holder registered for an electronic account statement service in relation to a bank account, through an electronic account statement – relating to the given month. Besides this, the Bank shall log and record all **NetBank** connections. The **NetBank User** hereby accepts that the data registered by the Bank in connection with the Order shall serve as sufficient evidence for the Bank to debit the Account with the amount of the Order and/or to fulfil the Service request. The **NetBank User** and the Account Holder shall notify the Bank if, based on the information at their disposal, there is a discrepancy between the data of their Order/Service request and the data stated in the Account Statement – or in the case of Account Holders registered for an electronic account statement service in relation to a Bank Account, the electronic account statement – or if the data stated in the Account Statement/electronic account statement is for some other reason not true or correct.

1.4.4.6. Termination of the **NetBank** service

- a) If the **NetBank User** detects or suspects that any unauthorised third parties may have gained access to his/her details in the course of the **NetBank** service or an unauthorised transaction has been carried out in connection with his/her Account via NetBank, he/she shall inform the Bank immediately, by means of **TeleBank**. When the report is made, the Bank shall terminate access to the **NetBank** service.
- b) The **NetBank User** may register, at any time, in writing or by telephone via TeleBank, the fact he/she requests the termination of the **NetBank** service, that is, that he/she renounces the use this service. The **NetBank User**'s access to **NetBank** shall be terminated at this point in time.

1.4.4.8. Different conditions applicable to MobilBank services

- a) The conditions pertaining to the **NetBank** services shall apply to the MobilBank service with the differences set forth in this chapter.
- b) Access to the MobilBank service requires an active mobile Internet connection and a mobile phone device on which **the MobilBank application can be installed**. It is possible that in the case of certain devices and software combinations the MobilBank services or certain MobilBank functions cannot be used in the optimal manner. The **information about the technical environment** providing the most optimal use is available on the Bank's website (**www.erstebank.hu**).
- c) MobilBank **can be downloaded from the app store corresponding to supported platforms**. **If the NetBank User** has already requested the NetBank service **or registered for the NetBank service**, the MobilBank service will also automatically be available for him/her, without any obligation to use the service or to pay a separate fee for it.
- d) for use of the **MobilBank**, identification through the already existing **NetBank** codes and **a valid Password Telephone Number which is needed for sending the One-time Password are required**.
sending a One-time Security Code requires a valid primary Mobile Telephone Number.

e) In particular, the following functions are available via the Erste MobilBank:

- Account information

- account summary (summarised balance information)
- details of accounts (details and transactions)

- Exchange rates:

- Pending items

- Activity log

- Mail box (possibility to send a free-format letter to the Bank).

The Bank shall consider the letter sent by the Account Holder via MobilBank a letter coming from the Account Holder and shall treat it as such, because it has been submitted via an identified channel.

- Financial orders

Transfers (payments)

- transfer to the Customer's own Account kept at the Bank – in forint as well as foreign currency

- one-time transfer in forint to another Account (not one of the Customer's own accounts) kept at the Bank (only for registered and activated beneficiaries) – in forint as well as foreign currency

- one-time transfer in forint to a (domestic) account kept at another bank (only for registered and activated beneficiaries) – only in forint – Citi Global Transfer service

- **[NEW SERVICE]** Díjnet (payment of utility invoices, with the service content specified under the NetBank service)

- Services

- foreign currency and foreign exchange rate information (indicative information only)

- CélBetét

- Account information

- Settings

- Account name

- Password modification

- Language selection

– activating a Citicard and a credit card issued by the Bank

- Offers

- Although the Bank provides MobilBank services to the Customer free of charge, the mobile phone service provider may charge a fee to the NetBank User for the data transfer. The extent of such fee and other applicable conditions depend on the Contract concluded between the NetBank User and the given mobile phone service provider.

- The MobilBank service will terminate automatically and simultaneously upon the termination for any reason of the NetBank service.

The Bank reserves the right to unilaterally modify the scope of the Erste MobilBank Service. The Bank shall provide the services provided over and above the basic services laid down in paragraph e) only at the User's specific request. The Bank reserves the right to charge a fee for the services provided over and above the basic services. The Account Holder may obtain information about the then-current scope of and fees for Erste MobilBank Services in the Instructions of Use, the Bank's Announcement, on Erste Bank's website and via TeleBank.

1.4.4.9 If the NetBank ID, the Login Password, the mPIN Code, the transaction code or the one-time Login SMS code is entered unsuccessfully in three consecutive cases, the central system of the Erste NetBank/MobilBank will automatically block login. Lifting exclusion from Erste NetBank/MobilBank may be initiated via TeleBank 24/7, after an identity check.

Section 1.4.6.4 of the present GTC provides for bearing damage sustained by the Account Holder from the unauthorised use, loss or theft of the NetBank/MobilBank identification codes and the related reporting obligation.

1.4.5. Blocking of the Bank Card and the PIN Codes

1.4.5.1. The Card Holder shall take every reasonable precaution to prevent the loss or theft of the Bank Card, and agrees not to disclose his/her PIN Codes to third parties.

~~1.4.5.2. In the event of the loss, theft or transfer to the possession of an unauthorised third party of the Bank Card or the PIN codes (hereinafter: "loss"), or if the Card Holder detects any unauthorised Order on the Account Statement, the Card Holder shall inform the Bank thereof without delay via TeleBank. The Card Holder shall also notify the Bank without delay if the Bank Card has been removed from his/her possession.~~

~~1.4.5.3. When the loss is reported to the Bank, the Bank shall immediately block the Bank Card/PIN Codes concerned. Following the time of the reporting — which may also be a verbal communication — the Card Holder shall not be liable for any Orders executed with the Bank Card/PIN Codes, unless it is proven subsequently that the Bank Card or the PIN Codes had been transferred to the possession of a third party as a consequence of the Card Holder's own wilful misconduct or gross negligence.~~

Section 1.4.6.4 of the present GTC provides for bearing the damage sustained by the Account Holder from the unauthorised use, loss or theft of the Bank Card and the PIN Codes and the Customer's related reporting and blocking obligation.

~~1.4.5.4. Following the verbal communication, the Bank shall make every reasonable effort to replace the lost Bank Card and to mail it to the address specified by the Card Holder (which he/she may not modify at the time of the blocking or thereafter).~~

~~1.4.5.5. A Bank Card found subsequent to blocking may not be used; the Bank Card must be destroyed, and the Bank must be informed of this.~~

1.4.5.2 Blocking of Bank Card by the Bank

The Bank shall be entitled to block the Bank Card for security reasons in the event of a material change in the risks associated with the Contract, a breach of the credit limit, well-founded suspicion of fraud using the Bank Card, non-compliant card use, a breach of Contract by the Card Holder, in the event of the termination of the Contract, or if this appears to be necessary in the interest of protecting the Card Holder from losses; the Bank shall notify the Card Holder of the

fact and the reasons for blocking in the form of a notification sent to the Card Holder promptly after blocking (e.g. an SMS or a NetBank message, a phone call, or a postal letter), unless this jeopardises the secure operation of the Bank or the sending of such notice is excluded by a provision of law. At the time of termination of the authorisation of the Authorised Person, the Bank shall – in accordance with the Account Holder's instruction – block the Authorised Person's Bank Card ***if the Authorised Person does not have authorisation for any other account specified in the Framework Contract.*** If the Authorised Person's entitlement to represent the Account Holder ceases or becomes restricted due to a rule of law, the Bank shall block the Card Holder's Bank Card, ***if the Authorised Person does not have authorisation for any other account specified in the Framework Contract.***

The Bank shall be entitled to block the Bank Card in the following cases, too:

a) if it becomes aware of the loss or theft of the Bank Card or if it suspects fraudulent circumstances or misuse in connection with the Bank Card, and the card has not been blocked;

b) in the event of any doubt about someone's identity or authorisation during the use of the Bank Card at Merchants.

The Bank shall immediately notify the Account Holder of the fact of blocking and the reasons for and causes of it in writing, forthwith after blocking, unless the obligation to provide information jeopardises the Bank's security or if the fulfilment of the obligation to provide information is excluded by legislation.

1.4.5.3. The Bank shall not be liable for any loss caused to third parties as a consequence of blocking. Blocking shall be final and irrevocable; following the reporting that resulted in blocking, the **Bank Card**/PIN Codes cannot be used. **The BankCiticard may only be replaced through the issuance of a new BankCiticard.** The Bank shall not be liable for any damage sustained by the Card Holder due to his/her failure to have the card blocked or to any fraud related to blocking. Any costs incurred by the Card Holder in connection with blocking shall be borne by the Card Holder. The Bank shall be entitled to charge its costs related to any international correspondence or mailing of parcels or registered value consignments in connection with blocking to the Card Holder.

~~1.4.5.4. Liability for the breach of basic security requirements~~

~~The Bank does not accept any liability in respect of damages originating from the following events: (i) it is proven that the Card Holder/**NetBank User** disclosed any of the key security data related to the Bank Card, TeleBank or the NetBank services (in particular: number of **the Bank Card**, expiry date, PIN codes, **TeleBank/NetBank ID**, User Name, Password, One-time Password), or (ii) despite the security advice of the Bank, he/she does not change his/her secret identifiers (PIN codes, User Name, Password), or (iii) if the Card Holder/**NetBank User** is not willing to cooperate with the Bank in accordance with the security requirements communicated by the Bank.~~

1.4.5.4. The Bank shall inform the Customer forthwith, if the dissolution of the blocked Card or Service would require Customer contribution.

1.4.6. **Erste SMS Services**

1.4.6.1. **Erste Alert**

Rights and obligations of the Parties

- a) Depending on the conditions actually specified by the Bank of the given time, the **Customer** may specify the conditions under which it wishes to use the **Erste Alert Service at a bank branch, on the Electronic Services Form and via TeleBank**. The messages in the Alert shall be sent to, at the Customer's option, to a Mobile Telephone Number or Email Address, **however, the Customer may also provide other telephone numbers or Email Addresses**. The Bank shall notify its Customers, in the appropriate form and with the appropriate content, of the range of **Customers** that may use the SMS Alert Service.
- b) **Customers** that have a **bank account and/or Bank Card** may request the Service independently of each other, under the same terms, with the understanding that, depending on the type of the transaction, may receive the message in respect of the Orders.
- c) the SMS messages sent by the Bank ~~do not~~ in every case contain the sender's telephone number.
- d) In respect of the provisions set forth in Section 1.4.2.6, the content of the notification message in respect of the given Purchase, sent by the Bank on the day of the Purchase, or on the day of the book-entry, and the amount of the book-entry may differ from each other as a consequence of the difference between the Bank's mid rate and sell rate during the period between the Purchase and the book-entry.
- e) The **Customer** is not able to send messages to the Bank within the framework of the Erste Alert Service, or to respond to any messages sent in such manner by the Bank.
- f) The Bank reserves the right to suspend the Service without prior notification, if this is necessary for maintenance or security reasons.
- g) The **Customer entered into a Contract for the Alert Service** shall ascertain prior to requesting the Service whether his/her mobile telephone or any other device is suitable for receiving such messages.
- h) The **Customer entered into a Contract for the Alert Service** shall make every effort to prevent unauthorised persons from gaining access to his/her mobile telephone **or devices suitable for handling messages**.
- i) The **Account Holder** shall inform the Bank in writing **or via TeleBank**, if his/her Mobile Telephone Number or the Email Address changes, in a way that ensures that the written notice is received by the Bank before such change actually occurs. Until it receives such notification, the Bank shall send the messages to the former Mobile Telephone Number or Email Address. The Bank shall not be liable for any damages arising from this.

[NEW SERVICE] 1.4.6.2. HitelŐr (CreditGuard) Service

A service provided by the Bank within which the Bank provides information, in an SMS message, about the repayment of any retail HUF and foreign exchange-based mortgage and retail HUF and foreign exchange-based personal loan (the amount of instalments and arrears, if any) in the currency of the loan rePayment Account to the Account Holder to maximum three Mobile Telephone Numbers provided by the Account Holder. A condition for using the HitelŐr SMS service is the existence of TeleBank service and a retail bank account and a mobile telephone suitable for receiving SMSes.

1.4.6.3. Online purchase checking SMS code

Within the Internet Purchase Confirmation SMS Code Service, the Bank shall automatically forward an Internet Purchase Confirmation SMS Code for security purposes, in the form of an SMS message, to a Mobile Telephone Number provided by the Account Holder for the approval of an Internet purchase transaction initiated via the Internet with a Bank Card associated with the Account Holder's bank account specified by him/her.

Within the Internet Purchase Confirmation SMS Code Service, a minimum technical condition required for the provision of a confirmation code sent in an SMS message is to have an Internet Explorer 7, Chrome 11, Firefox 6, Safari 5 or Opera 11 version browser or higher.

1.4.6.4. Liability**1.4.6.4.1. For Bank Card and electronic services**

When using the Bank Card and NetBank/MobilBank/TeleBank, the Card Holder shall engage in conduct that is expected of him/her in the given situation, in particular, he/she shall notify the Bank forthwith and shall initiate the blocking of the access rights to the Bank Card and NetBank/MobilBank/TeleBank if he/she has detected the following:

- a) if the Bank Card has been lost, stolen or removed from his/her possession in another way;
- b) if his/her confidential identification details required for using the PIN Code, the TPIN Code (in the case of Erste MobilePay, the mPIN) or Erste NetBank/MobilBank or his/her identification, the identification or other code required for using TeleBank or his/her similar identification details have become known to an unauthorised third party, or the Login Password, NetBank ID, mPIN Code, Login SMS code, transaction code, mobile telephone device registered for receiving SMSes or its SIM card have been removed from his/her possession (custody);
- c) if the Bank Card details have become known to an unauthorised Person or his/her identification details under paragraph b) have become known to an unauthorised third party;
- d) if an unapproved payment transaction has been initiated with the Bank Card, in the case of the Erste MobilePay service, via the Erste MobilePay application, the Erste NetBank/MobilBank system or TeleBank;
- e) if an unauthorised transaction is shown on the bank account or in the account statement;

Blocking may be reported by the Account Holder, Card Holder or the NetBank/MobilBank/TeleBank User in the following manner:

1) Blocking of Bank Card

- a) during Customer service hours, in person at the Bank's network unit;
- b) 24/7 by telephone via Erste TeleBank.

The Account Holder and the Bank may initiate the blocking of any Bank Card associated with the Bank Account, but the Card Holder may only do so in respect of his/her own Bank Card. If the Account Holder or the Card Holder is hindered, a third party may initiate the

temporary freezing of the Bank Card. In this case, in the interest of the Account Holder or Card Holder's security, the Bank shall maintain the freezing until the Account Holder or Card Holder's express instruction initiating the lifting of freezing or blocking, and shall suspend the use of the Bank Card during this period. The Bank excludes its liability for damage that may be incurred by the Account Holder or the Card Holder as a result of blocking or freezing the Bank Card.

The Bank Card may be blocked or frozen on the following telephone numbers:

24 hours a day in Hungary and from abroad: 0036 1 302 5885

The Card Holder or, if he/she is hindered, a third person shall, at the time of reporting and blocking, state the exact details requested by the Bank and included in the Bank Card Contract or relating to the last use of the Bank Card (location, date and time, and circumstances). The report is deemed to have been filed if it was filed and the details requested by the Bank were provided by the Account Holder or the Card Holder.

The Bank does not assume any liability for damage arising from incorrect data provided, a report filed by a person unauthorised to block the Bank Card or measures taken based on them. Liability for any damage arising from them shall lie with the Card Holder.

The Bank shall be entitled to make an audio recording of the report made on the telephone numbers specified in this section without specifically informing the Card Holder on a case-by-case basis and to use it as evidence in a possible legal dispute relating to the blocking of the Bank Card.

Simultaneously with such notification, and if possible given the reason for blocking, the Card Holder shall make the Bank Card physically unusable (e.g. by cutting it into pieces).

The Card Holder shall, furthermore, forward the Bank Card thus rendered unusable to the Bank in order to facilitate an effective inquiry into any instance of unauthorised use. The Card Holder shall be liable for any damage arising from a failure to proceed as stated above. If according to a reasonable assessment of the facts a crime may have been committed in respect of the Bank Card/PIN Codes, the Card Holder shall, without delay, report this suspicion to the authority whose duty it is to investigate crimes of this nature.

Following a notice received from the Card Holder, the Bank shall immediately arrange for blocking the Bank Card. The risk of blocking the Bank Card and the damage arising from it due to the fact that the blocked Bank Card cannot be used shall be borne by the Account Holder or the Card Holder.

2) Blocking of NetBank, MobilBank

The Account Holder may give notice and may initiate blocking on any day of the week, in any part of the day, on the telephone number of TeleBank and by email sent to the erste@erstebank.hu Email Address or by post, giving written notice, or in person at any branch of the Bank in Customer service hours. Such notification shall contain the identification data of the person who files it, the Account Holder's name, the bank account number, the specification on the time and place of the event that serves as a cause of such notification. Blocking a device associated with access to MobilBank, if it is used on more than one device, requires the provision of the date and time of the last login, since it can only be ensured in such a way that the Bank inactivates access to Erste MobilBank on the appropriate device. After such notification made through telephone, the Bank shall be entitled to ask for a written confirmation by the Account Holder.

The Bank shall deem such notification ineffective if the person of the notifier cannot be identified, if the registration number of the bank account is mentioned erroneously or if the contents and the circumstances of such notification make it presumable that the statements in it are false. The Bank shall bear no liability for any damage or legal consequences originating from a false notification. In order to identify the person fling such notification, the Bank shall be entitled to request further data, but the Bank shall not examine the person prior to such termination of access right.

After the report, the Bank shall block access rights to Erste NetBank/MobilBank forthwith, and the system may not be used until blocking is lifted.

After blocking, the Erste NetBank/MobilBank service may be used after the re-activation of the access rights. The activation of the NetBank/MobilBank service may be initiated in person at a bank branch or via TeleBank, after TPIN Code identification.

If it suspects fraudulent circumstances, misuse or unauthorised use, the Bank shall be entitled to block access to Erste NetBank/MobilBank. The Bank shall immediately notify the Account Holder in writing about the fact of blocking and the reasons for and causes of it, right after blocking takes place, except for the cases when complying with such obligation to notify the Account Holder may jeopardise the Bank's security or complying with such obligation is excluded by provisions of law. If the Bank initiated the blocking of the Erste NetBank/MobilBank Service, Erste NetBank/MobilBank/TeleBank shall be reactivated only after consultation with the Account Holder, with the Account Holder's written consent. The Bank shall bear no liability for any damage resulting from blocking for the Account Holder.

3) Blocking of TeleBank

After receiving a report by telephone, the Bank shall immediately block the Account Holder's right to use TeleBank. If it suspects fraudulent circumstances, misuse or unauthorised use, the Bank shall be entitled to block the Account Holder's access right to the TeleBank system. The Bank shall immediately notify the Account Holder in writing about the fact of the blocking of the TeleBank access right and the reasons for and causes of it, right after blocking takes place, except for the cases when complying with such obligation to notify the Account Holder may jeopardise the Bank's security or complying with such obligation is excluded by provisions of law. Access to TeleBank shall be reactivated and the TPIN Code shall be regenerated only after consultation with the Account Holder, subject to the Account Holder's written consent. The Bank shall bear no liability for any damage resulting from blocking for the Account Holder.

The Account Holder shall be entitled to change the TPIN Code during the use of TeleBank with the appropriate menu item at the time of any login. For security reasons, it is advisable to change the TPIN Code at least every six months.

After the TeleBank access right has been blocked, the Bank will not accept any order until the Account Holder has not reactivated his/her right to access TeleBank. The Account Holder shall be entitled to request that the Bank regenerate the TPIN Code via TeleBank and in person at a bank branch, on a standard form. On the basis of a TPIN application initiated via TeleBank, the Bank shall have the TPIN Code generated, which the Account Holder may receive, after his/her identity has been checked, at his/her account-keeping branch or at the bank branch specified by him/her at the time of application. The Bank

shall be entitled to charge a fee for the replacement of the TPIN Code in accordance with the Announcement.

Three consecutive failed entries of the TPIN Code shall result in the suspension of the TeleBank service. The period of suspension is 24 hours. The services subject to identification may be used again after the expiry of this period or after the deletion of failed attempts via a TeleBank operator by telephone or in person at a branch, in writing, once a day.

4) Keeping a record of reports received

The Bank shall keep a record of the reports detailed in points 1 to 3, which shall provide evidence for the dates, times and contents of the reports for at least 18 months. At the Account Holder or Card Holder's request, the Bank shall issue a certificate of the report, once for each report, free of charge. The Bank shall record the date and time of the report according to the time measured at its head office.

5) Liability

a) Any damage sustained by the Account Holder as a result of the unauthorised use, loss or theft of the Bank Card and/or the PIN/mPIN Code, the TPIN Code or the NetBank/MobilBank identification codes before a report is made is to be borne by the Account Holder up to HUF 45,000 and by the Bank over that amount. The Account Holder shall not be liable even for that HUF forty-five thousand if damage were caused by a tailor-made procedure related to a cash assimilated instrument, that was used with an IT device or telecommunications device, or it was used without security elements – such as personal identification codes (PIN/mPIN Code) –, or the Bank did not make it possible for the Account Holder to file a notification or termination.

b) After such notification, the Bank shall bear liability for damage related to unauthorised payment orders that were placed with TPIN number stolen from or removed from the possession of the Account Holder, or caused by unauthorised use of the TPIN number.

c) The Bank shall be exempt from liability if it proves that damage sustained in connection with unapproved card transactions has been caused by the Account Holder/Card Holder by acting in a fraudulent manner or the damage has been caused by him/her by the wilful or grossly negligent violation of his/her obligations prescribed in the present GTC in connection with the safe use of the PIN/mPIN/TPIN Code, or the damage has been caused by a circumstance beyond his/her control, which was unforeseen at the date of conclusion of the Contract, and the Bank was not expected to avoid this circumstance or to avert the damage.

The Account Holder/Card Holder/NetBank User/TeleBank User hereby accepts that in the event of the theft or unauthorised or fraudulent use of the Bank Card and/or the PIN Code/mPIN Code/TPIN Code, he/she shall file a criminal report forthwith to the competent investigating authorities.

The following, in particular, shall be deemed wilful or grossly negligent conduct by the Account Holder, Card Holder, and NetBank and TeleBank User:

a) handing over or transferring the Bank Card and the PIN Code – in case of Erste MobilPay, the mPIN Code and in case of TeleBank, the TPIN Code – to an unauthorised third party, or making it available for or known to such third party in any way;

- b) if he/she kept the PIN Code (in the case of Erste MobilePay, the mPIN) at the same place as the bank card, in a way accessible for unauthorised persons;
- c) taking possession or theft of the PIN Code or, if the Internet Purchase Confirmation SMS Code Service was used, the Internet Purchase Confirmation SMS Code or, in the case of Erste MobilePay, the mPIN, or the Bank Card by an unAuthorised Person if it has occurred due to the Card Holder's wilful or grossly negligent conduct, in particular, if it has occurred because the room or device used for the storage of the Bank Card was left unattended;
- d) failure to meet the reporting obligation or blocking or its late or incomplete fulfilment;
- e) the Account Holder failed to submit the criminal report referred to above without delay;
- f) violation of the provisions relating to the proper and safe use of the Bank Card as set out in the GTC;
- g) if the Card Holder becomes aware via information through electronic channels, in particular, that based on an SMS transaction alert or a monthly account statement, a transaction coming from an unauthorised third party has been made with his/her Bank Card and it fails to bring this fact to the Bank's knowledge forthwith;
- h) failure to fulfil the obligation to sign the Bank Card;
- i) the use of the card not recognised by the Account Holder or the Card Holder has been carried out with a PIN Code or, in the case of Erste MobilePay, an mPIN Code or, in the case of an Internet purchase, with an Internet Purchase Confirmation SMS Code, which verifies that the regulations applicable to the safe custody of the PIN Code/Internet Purchase Confirmation SMS Code, in the case of Erste MobilePay, the mPIN, had been violated by the Card Holder.
- j) failure to fulfil the reporting obligation prescribed in this section or its late or incomplete fulfilment;
- k) if the Card Holder enables third parties to initiate Internet purchase transactions with the Internet Purchase Confirmation SMS Code;
- l) if an unwanted transaction is approved through the entry of the Internet Purchase Confirmation SMS Code (such a practice is in particular if the Internet Purchase Confirmation SMS Code was entered in the course of the Internet purchase in spite of the fact that the details of the SMS text message, in which the Internet Purchase Confirmation SMS Code was sent, do not correspond to the specifications of the transaction intended to be initiated by the Card Holder;)
- m) performing an unauthorised misuse transaction with a TPIN Code that has come into the possession of a third party;
- n) taking possession or theft of the TPIN Code by an unAuthorised Person if it has occurred due to the Account Holder's wilful or grossly negligent conduct, in particular, if it has occurred because the room or device used for the storage of the TPIN Code was left unattended;
- o) the Account Holder's act or omission that is contrary to the fulfilment of his/her obligation prescribed in the present GTC and the Instructions of Use/security regulations, relating to the proper and safe handling of Erste NetBank/MobilBank, including, in

particular, keeping in custody and keeping secret the Login Password and other data required for identity checks and as a result of which the Account Holder or the Bank incurs damage or the possibility of incurring such a damage may arise.

- 1.4.6.4.2. If the mobile phone or personal computer is not suitable for receiving messages, the Bank shall not be liable for any losses originating from it.
- 1.4.6.4.3. The Bank shall not be liable for the correctness, authenticity or inaccessibility of the messages. These messages shall only serve information purposes and shall not qualify as an invoice or an Account Statement.
- 1.4.6.4.4. The Bank shall not be liable for the correctness of any data supplied by the **Customer**, or third parties, and the Bank shall not be obliged to verify the correctness of such data. The Bank shall not investigate the entitled user of the Primary Mobile Telephone Number or Primary Email Address specified by the **Customer**, how messages that are sent in accordance with the instructions of the **Customer** are disposed over is the **Customer**'s responsibility.
- 1.4.6.4.5. The Bank shall have no liability whatsoever for damage of any kind that is suffered by the **Customer entering into a Contract for the Service**, with particular regard to the following:
 - 1.4.6.4.6. if the damage arises from the fact that the **Customer** does not fulfil, or is late in fulfilling, any of his/her obligations under the Contract;
 - 1.4.6.4.7. if there is a breakdown in communication lines, or a problem arises in respect of the activity of the telecommunication and/or Internet service providers, as a result of which the data does not arrive, or arrives with errors or omissions in it, or arrives late, to the Primary Mobile Telephone Number or Primary Email Address;
 - 1.4.6.4.8. if the **Customer** suffers any disadvantage in connection with the Service for reasons falling beyond the control/competence of the Bank;
 - 1.4.6.4.9. if the damage arises in connection with the mobile phone or personal computer (in particular, but not limited to, the removal of such from the Customer's possession, or the fraudulent use, cancellation, inoperability or defective operation of such).
 - 1.4.6.4.10. The Bank shall accept no liability under any circumstances for any damage that is sustained by the **Customer**, whether directly or indirectly, in connection with the application of the Service, or for any loss of profits caused by such.
 - 1.4.6.4.11. The Bank's liability shall apply from the launch of the message from the Bank to its arrival at the message centre of the telecommunications and/or Internet service provider. All risks resulting from sending messages shall be borne by the **Customer**.
- 1.4.6.5. Fees
 - a) For the Service, the Bank shall charge the service fee specified in the Bank's latest effective **Announcement**.
 - b) ~~The Bank shall charge the full monthly fee for the Service even if the Customer for any reason only used the Service during a part of the given month.~~
The Bank shall charge the latest applicable service fee separately in respect of each Card Holder using the Service, in accordance with the provisions of the Announcement.

1.4.6.6. Messages initiated by the Bank

- a) If the **Customer** subscribes to the Service, in addition to the types of messages selected by him/her, he/she shall also automatically receive the Customer service type messages initiated by the Bank.
- b) Of the various messages initiated by the Bank, the **Account Holder** shall not be able to suspend or cancel the fixed range of messages that are closely related to the given Service; he/she may only do so by suspending or cancelling the entire **Erste SMS Alert** Service.
- c) Of the various messages initiated by the Bank, the **Account Holder** may request the cancellation of messages serving advertising and promotional purposes via any of the channels available for requesting the Service.
- d) The Bank may also fulfil its information-provision obligations related to matters that by their nature require prompt notification, and/or that are specified as prompt notification obligations by the Payment Services Act or the MNB Decree, in the form of a message sent to the Mobile Telephone Number and Primary e-mail address specified to the Bank and contained in its records, or a **NetBank** message. If the Customer does not make available a Primary Mobile Telephone Number and/or Primary e-mail address to the Bank and/or has not subscribed to the **NetBank** Service, then the Bank will fulfil its obligation of prompt notification with due care and within the requisite deadline by using other contact details available to it (including any landline Telephone Number or mailing address) to notify the Customer.

1.4.6.6. Cancellation of the Service

- a) The Account Holder shall be entitled to indicate at any time and in writing at the Bank branch or via TeleBank, that he/she does not wish to continue using the Service in the future. The Bank shall terminate the Service within two Working Days of the Card Holder's request.
- b) The Bank shall be entitled to terminate the Service at any time, at 15 days' notice.
- c) ~~The termination of the Service shall not result in the blocking, cancellation or termination of the Primary Mobile Telephone Number or the Primary e-mail address at the given service provider.~~

1.5. Account Statement and other Certificates

- 1.5.1. The Bank – in the absence of an agreement to the contrary – shall, with respect to the Accounts, including any Time Deposits, send an Account Statement – and in the case of Account Holders registered for an electronic account statement service in relation to a bank account, and in the case of a bank account, in the absence of an express instruction of the Account Holder to the contrary, with regard to those Account Holders who are active NetBank Internet Banking users, an electronic account statement – once a month, in respect of all the Services used by the Customer and extended to him/her by the Bank, and of all Orders, to the address specified by the Account Holder. The Account Holder shall make a declaration in the bank Account Contract on the fact that he/she requests the Account Statement in hard copy or as an electronic account statement. The Account Holder shall be entitled to modify this choice at any time in writing, via TeleBank Customer service. The Bank shall send an Account Statement relating to the Account, a Deposit or other Service to the Account

Holder in an envelope. The Bank shall send the Account Statement of any jointly held Accounts to what is known as the primary Account Holder **(the Customer who is registered as 'Account Holder' in Erste Bank's system)** specified by the Account Holders. In the absence of an express stipulation to the contrary by the Bank, the data and information accessible to the Customer via TeleBank, NetBank or the SMS Alert Service shall be for information purposes only, and shall not qualify as an Account Statement or an invoice.

- 1.5.2. The Bank shall, based on the provisions of the ~~Electronic Account Statement Regulations~~, make it possible for the Account Statement to be forwarded to the Account Holder electronically as well. ~~By accepting the regulations on the Electronic Account Statement (e-statement) service,~~ The Customer expressly requests the Bank to make available the Account Statement issued in relation to a retail bank account, ~~current account or credit card account~~ kept at the Bank and forwarded in paper form by post, at the Customer's option, exclusively within the NetBank service, or to send it to him/her as a secure, password-protected attachment to an electronic message (email), that is, as an electronic Account Statement, and at the same time expressly requests that it withholds the paper-based version of the Account Statement and refrain from sending the same by post **to the Customer. Setting the form of sending account statements as electronic message (email) may not be requested as a new service after the transfer of the portfolio of Contracts.**

~~In the case of a bank account~~ In respect of those Account Holders who are active NetBank Users, in the absence of an express instruction from the Account Holder to the contrary, the earlier paper-based Account Statement issued in respect of the retail bank account kept at the Bank and sent by post is made available by the Bank as an electronic Account Statement exclusively in the framework of the NetBank service, and at the same time the Bank retains the paper-based Account Statement, and does not therefore send it to the Account Holder by post. The Customer hereby accepts and accepts that the Bank is entitled, for reasons of security or other necessary reasons, to also send a paper-based Account Statement to the Customer by post, even if the e-statement service is requested. A precondition in respect of the Service is the use of the NetBank Service, insofar as the Customer requests access to the electronic account statement service in the framework of the NetBank Service. A prerequisite for the Service is the specification of a valid Email Address, insofar as the Customer requests the electronic account statement service as a secure, password-protected attachment to an electronic message (email). The Bank does not assume liability for any fault in the Internet connection, and especially not for the suitability or accuracy of the Email Address given in the course of Contract conclusion or thereafter. The Bank shall not be liable if, due to a fault in the telecommunication lines or through the fault of the company or person providing the Internet service, or due to any software error, or for any other reason falling beyond the Bank's control, it is not able to perform the service, or the data arrives at the Customer incorrectly, incompletely or late, and for this reason the Account Holder is unable to use the Service or fulfil his/her Contractual obligations, or is late in doing so. The form and content of the e-statement is in all respects identical to that of the paper-based Account Statement relating to the period indicated in the given e-statement, with the one difference between the two being that the e-account statement does not constitute an accounting document under the effective accounting regulations. If the Customer requires notification that is more frequent, more detailed or of a different

content than this, he/she shall be obliged to compensate the costs actually incurred by the Bank in relation to this, by paying the separate fee specified in the Announcement, including such case where the Customer requested an e-statement and then also asks that a paper-based Account Statement relating to an earlier period be issued. ~~The detailed rules of the e-statement service are contained in the Electronic Account Statement Regulations.~~

- 1.5.3. If no credit or debit took place on the Account in the given settlement period, the Bank shall be entitled to send an Account Statement in the next such settlement period in which a credit or debit took place on the Account. The Bank shall, however, send an Account Statement on one occasion per year, whatever the circumstances.
- 1.5.4. The Customer shall recognise the probative force of the Account Statement originating from the Bank – in the case of an electronic account statement related to a bank account, the electronic account statement – as well as any other notification sent to him/her on a case-to-case basis and pertaining to the Orders/Services.
- 1.5.5. The Account Holder shall notify the Bank without delay via TeleBank if he/she does not receive the Account Statement – in the case of an electronic account statement related to a bank account, the electronic account statement – by the usual date. In the absence of such notification, the Bank shall regard the Account Statement as having been delivered.
- 1.5.6. The Customer may raise an objection in writing in respect of the content of the Account Statement – in the case of an electronic account statement related to a bank account, the electronic account statement – within 15 calendar days of its sending. If the Customer raises no objection within 15 calendar days, in writing, in respect of the Account Statement – in the case of an electronic account statement related to a bank account, the electronic account statement – the Account Statement – in the case of an electronic account statement related to a bank account, the electronic account statement – shall be regarded as having been accepted by the Customer. This shall not exclude any other claims enforcement options of the Customer.
- 1.5.7. Parties agree that in the case of payment orders under the Contract, the subsequent information as per Articles 23 (1) and 26 (1) of the Payment Services Act shall be provided to the Customer by the Bank by its sending or making available the Account Statement to the Customer.
- 1.6. Bank Charges, Interest, Late Payment, the Bank's Offsetting Right, Customised Terms
 - 1.6.1. Interest paid

The Bank shall pay interest on the daily positive balance of the Account, of a rate determined in the effective Announcement. Depending on the type of the Account, the Bank shall credit the interest on the Account in accordance with the stipulations of the Announcement. ~~The formula for interest calculation and~~

The unified deposit rate indicator (EBKM/UDRI) is contained in the Announcement.

Method of daily interest calculation:

$$\frac{\text{account balance (currency)} \times \text{interest rate (\%)} \times \text{number of calendar days}}{360 \times 100}$$

Amount of interest (currency) =

The Bank shall calculate the interest from the date of deposit until the day preceding termination. The Bank shall deduct the tax on interest income and contribution, if any, in accordance with the tax legislation in force at the time of crediting/payment.

1.6.2. Exchange rates:

1.6.2.1. The exchange rate types applied by the Bank during the execution of payment orders requiring foreign exchange conversion (account conversion foreign exchange/currency, trading, etc.) and the quotation times are set out in the Bank's Announcement, as in force. The exchange rates applied by the Bank for the execution of payment orders on the given Bank Working Day are set forth in the list of Exchange Rates posted in the Bank's branch network and published on the Bank's website (www.erstebank.hu) and via electronic channels. The exchange rates applied by the Bank are based on Reference Rates. The Bank regards the interbank market quotations published on the website of Reuters reference as exchange rates. The Bank shall be entitled to change the exchange rates with immediate effect, without specifically notifying the Account Holder.

1.6.2.2. Definitions of exchange rates

Commercial Rate: An exchange rate quoted by the Bank typically for the execution of foreign exchange transactions typically associated with the trading activities of its Customers (transfer, foreign trade payments, foreign exchange loans, etc.).

Commercial Mid-rate: The Commercial Exchange Rate used for evaluation without actual conversion.

Account Conversion Rate: The Bank's same-day foreign exchange rate type typically applied to account conversions and card transactions.

Currency Exchange Rate: The exchange rate at which the Bank sells a currency for HUF or at which the Bank buys currency from its Customer for HUF.

In the case of transactions accounted for at an Account Conversion Rate, the Bank shall apply the exchange rate quoted on Day T.

In the case of transfer transactions accounted for at a Commercial Rate, the Bank shall apply the exchange rate quoted and announced for the individual products between 11:00 a.m. and 12:00 noon (morning quote) and 4:00 and 5:00 p.m. (afternoon quote) on the reference day.

The exchange rates applied by the Bank are based on Reference Rates. The Bank regards the interbank market exchange rate quotes published on the information network of the news agency used by the Bank as reference exchange rates.

Buy rate: The exchange rate at which the Bank buys funds from the Customer.

Sell rate: The exchange rate at which the Bank sells funds to the Customer.

Individual Exchange Rate: The exchange that the Bank quotes for the Account Holder's given conversion transaction at variance with the List of Exchange Rates, under an agreement concluded between the two of them in advance, on a basis of direct foreign exchange market quotes. All conditions of the individual exchange rate quote are set out in the agreement concluded between the Bank and the Account Holder.

If, for any reason, there is no official quoted reference exchange rate for a foreign exchange published by the Bank in the List of Exchange Rates or the intra-day day exchange rate fluctuation of the reference exchange rate does not allow the Bank to quote an exchange rate reflecting the market situation, the Bank shall be entitled to suspend the quotation of the exchange rate for the given foreign exchange and to refuse the execution of Orders given in this currency or to postpone the execution of the Order until the next publishing of the exchange rate or to request that the Account Holder modify the Order. The Bank does not assume liability for any damage arising from the refusal or postponement of the Order for this reason.

The Bank shall publish the exchange rates in its account-keeping branches, in the form of Announcements, in the daily economic press and its electronic banking system.

Setting of exchange rates:

Commercial Mid-rate: It is set on every Bank Working Day on the basis of the Reference Rates between 11:00 a.m. and 12:00 noon (morning quote) and between 4:00 and 5:00 p.m. (afternoon quote). The Bank reserves the right to set the exchange rate again within one Bank Working Day at time(s) other than the above times depending on the interbank market rates quoted, which are published on the information network of the news agency used by the Bank.

Commercial Rate: It is set twice on every Bank Working Day from the Bank's Commercial Mid-rate with the following deviations: the buy rate is maximum 1% lower and the sell rate is maximum 1% higher than the mid-rate.

Account conversion mid-rate and foreign currency mid-rate: They are set on the basis of reference exchange rates on every Bank Working Day between 7:00 and 8.00 a.m. The Bank reserves the right to set the exchange rate again within one Bank Working Day depending on the interbank market rates quoted, which are published on the information network of the news agency used by the Bank.

Account Conversion Rate: It is set on the basis of the Account Conversion Mid-rate on every Bank Working Day between 7:00 and 8.00 a.m. with the following deviations: the buy rate is maximum 3% lower and the sell rate is maximum 3% higher than the account conversion mid-rate. In the case of payment orders and transactions accounted for at an Account Conversion Rate, the Bank shall apply the exchange rate quoted the closest in time before the processing of the order on the day of payment.

Currency Exchange Rate: It is set from the Account Conversion Mid-rate on every Bank Working Day with the following deviations: the buy rate is maximum 10% lower and the sell rate is maximum 10% higher than the account conversion mid-rate.

1.6.3. Bank Charges

1.6.3.1. The Bank shall disclose the full list of Bank Charges, maturity dates and deadlines determined in relation to the management of the Account, Orders, the means of submitting Orders, the rejection of Orders, any investigation, and the provision of other Services, in the effective Announcement.

1.6.3.2. If the Account Holder has several accounts (~~including Accounts where, in the case of joint Account Holders, the Customer is the primary Account Holder~~), the Bank shall ~~debit a single Account specified by the Account Holder with the monthly fee and the Monthly relationship fee related to all the Accounts.~~

1.6.3.3. The Bank shall determine, in the Announcement, the account balance in the case of which, if such balance is maintained in the given month, the Bank may grant various discounts with respect to the month concerned and the month that follows it. The Bank shall define the calculation method in respect of this balance in the Announcement.

1.6.4. Late payment by the Customer

The Customer falls into arrears if he/she fails to meet any due payment obligation towards the Bank on the due date. In such event, the Bank may charge default interest at the rate defined in the effective Announcement with regard to the amount in arrears and the period past due. In the event of late payment, the Bank may also charge the Customer its costs that are incurred in connection with such late payment and the collection of the amount in arrears.

In the event of late payment, the Bank shall be entitled to send the Declaration on Salary Transfer to the Customer's employer.

1.6.5. The Bank's offsetting right, rules of offsetting

~~1.6.4.1. The Bank may charge any of the Customer's Accounts kept with it or any other receivables of the Customer vis-à-vis the Bank with its due receivables, even without any instruction to this effect by the Customer, or in spite of his/her instruction to the contrary. The Bank may also exercise this right against receivables of the Customer vis-à-vis the Bank that arise from investment or supplementary investment services provided by the Bank for the Customer.~~

1.6.5.1. The Bank may debit its due receivables arising during its financial and supplementary financial service activities to any of the bank accounts/credit card settlement accounts of the Account Holder kept with the Bank even without an instruction from the Account Holder. The Account Holder hereby irrevocably entitles the Bank to set off its due (overdue) receivables that have arisen on any grounds (principal, interest, fees, charges, commissions, etc.) on the bank account and included in the related electronic services, in particular, in the Bank Card, NetBank, MobilBank, TeleBank or SMS Contract, to the debit of any of his/her bank accounts kept with the Bank (except for a segregated account where the amount placed on the account may be used only for the

purposes of segregation during the period of segregation), the credit line associated with the bank account and the amount deposited on the deposit account (in the latter case, irrespective of the maturity date) against the Account Holder's bank account receivables when due or at any time thereafter, up to the Account Holder's existing receivables as at any time, in such a way that the Bank shall be entitled to debit the amount due under the bank Account Contract to any of the bank accounts and deposit accounts of the Account Holder kept with the Bank without or in spite of the Account Holder's specific instruction. In order to fulfil his/her Contractual obligations, the Account Holder hereby authorises the Bank to exercise its setoff right following the correction of any errors on the Bank's part and payment orders given on the basis of official transfer orders or transfer rulings but before all other payment orders. The Account Holder shall ensure the availability of sufficient balance on his/her bank account kept with the Bank when due.

- 1.6.5.2. The Bank may exercise its offsetting right regardless of the fact that the currencies of the claims being offset against each other are denominated in a different currency. If the Customer does not fulfil his/her payment obligation towards the Bank when due, and there is no Sufficient Balance for fulfilling the obligation on his/her Account kept in the same currency, the Bank shall be entitled to offset its due and unpaid receivables to the charge of the Customer's Account kept in another currency. The Bank shall convert the amount of foreign exchange into the currency of the receivables at its own foreign exchange buy rate quoted on the given day **as follows**.

– If the Bank debits its HUF receivables to the Account Holder's money transaction bank account with a currency other than HUF, the debited amount shall be converted at the Bank's account conversion buy rate quoted for the date of debiting;

– if the Bank debits its receivables in a currency other than HUF, that is, foreign exchange receivables, to the Account Holder's HUF bank account, the debited amount shall be converted at the Bank's account conversion sell rate quoted for the date of debiting;

– if the Bank debits its receivables in a currency other than HUF to the Account Holder's bank account kept with a currency other than HUF, which is not the currency of the receivables, the amount shall be debited in such a way that the Bank shall convert its receivables at the account conversion sell rate quoted for the date of debiting, then it shall debit the HUF amount so converted to the bank account at the account conversion buy rate.

- ~~1.6.5.3. If the Customer does not fulfil his/her payment obligation when due, and there is no Coverage on his/her Account kept at the Bank, the Bank shall be entitled to terminate the Customer's Time Deposit Contract by extraordinary notice and then to offset its receivables against the amount of the deposit. The Bank accepts no liability for any damages arising from this.~~

- 1.6.6. Possibility for customised terms

The Bank reserves the right, in the case of certain Customers or Services, to provide its Services under terms other than the general terms and conditions applicable to the Contract (with particular regard to: maturity periods, interest and charges paid), either on a permanent or temporary basis, based on a separate agreement concluded with the Customer. The Bank has an exclusive right to determine and modify such

differing terms and conditions. The Customer may not demand that the Bank provide any given Service for him/her under terms that differ from the general terms and conditions, or that the Bank reimburse to him/her the amount of any difference between a Service provided under the general terms and conditions and a Service provided under more favourable terms and conditions.

1.7. Collaterals

1.7.1. The Bank shall be entitled to request the Customer at any time during the validity of the Contract to provide collateral or to supplement the existing collateral to the degree necessary for securing all the receivables of the Bank existing vis-à-vis the Customer, even if such receivables are tied to a condition or to a period in time, or are not yet due. The Customer shall fulfil the Bank's request without delay and supplement the collateral provided.

1.7.2. The Bank may require simultaneously several types of collateral, all of which – in the absence of a Contractual provision to the contrary – shall serve as collateral for the Bank's entire claim. If the Customer does not comply with the Bank's request to provide the collateral, this shall be regarded as a material breach of Contract. The Bank shall be entitled to suspend the given Service with respect to the Customer until the collateral has been provided, or until the supplementation of the provided collateral as requested by the Bank has occurred.

1.7.3. All assets, proprietary rights and other rights pledged as collateral in favour of the Bank shall serve as collateral for all the existing receivables of the Bank from the Customer, unless the use of the collaterals for some other purpose has been expressly stipulated.

1.7.4. In the interest of the settlement of its receivables within the shortest possible time, the Bank shall be entitled to draw on any of the assets pledged by the Customer as collateral for the Bank, even if other cover or collateral is also available.

1.7.5. The type and extent of the collateral will be defined by the Bank within the framework established by the prevailing legal regulations, in knowledge of the Customer's financial circumstances and based on the risks associated with the specific Service.

1.7.6. The Bank will establish the collateral value of the collateral offered by the Customer in consideration of the prevailing legal provisions, and according to the collateral evaluation regulations drafted and applied by the Bank, and it shall do so independently, based on its own judgement.

1.7.7. The Customer shall provide for the maintenance and for preservation of the value of all the assets, rights and claims serving as collateral for the Bank. The Customer shall also provide for the enforceability of the claims, and ensure that the performance of these claims takes place in favour of the Bank when due. The Customer is entitled and obliged to use, manage and operate the assets pledged in favour of the Bank in an appropriate manner, and to provide for their preservation. Should the Customer not fulfil the above obligations and thus endanger the existence, value or enforceability of the collaterals, the Bank – or a person authorised by it – shall be entitled to proceed directly, in place and at the cost of the Customer, and to launch the necessary authority or court proceedings.

1.7.8. The Customer is obliged to immediately inform the Bank of any change that has occurred in the value, marketability or enforceability of the collaterals, or of any such

change that will foreseeably or in all likelihood occur. The Bank or its agent shall be entitled, at any time, to verify – on site, if it sees fit – the existence of the collaterals, and to check whether the Customer is fulfilling his/her obligations. During such check, the Customer shall be obliged to cooperate with the Bank, to provide any information required for the check, and to allow the inspection of documents.

1.7.9. All expenses and costs related to the provision of the collaterals – including the costs of notarising any documents – and those related to the maintenance, management and enforcement of the collaterals shall – in the absence of an agreement to the contrary – be borne by the Customer.

1.7.10. For the use of certain Services defined by it, the Bank may require the completion and signing by the Customer of the Bank's form issued for this purpose (Declaration on Salary Transfer). By signing this form the Customer requests his/her employer to transfer a maximum of 33% of the Customer's regular monthly salary/remuneration paid under another legal title to the account specified by the Bank, authorises the Bank, in the event of the Customer's default, to forward the Declaration on Salary Transfer to the Customer's employer and, based on this, to request that the employer transfer a maximum of 33% of his/her salary/other remuneration to his/her account kept at the Bank,

accepts that, at the time of his/her signing of the Declaration on Salary Transfer, the details of the Customer's employer are not on the form, given the fact that the person of the Customer's employer may change at a later point in time,

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

1.8. Amendment of the Contract

1.8.1. Unilateral amendment by the Bank of costs and fees specified in the loan Contract adversely for the Customer

1.8.1.1. 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.

1.8.1.2. 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 ACC and other mandatory laws.

1.8.1.3. The Bank is 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 or in connection with contacting the Customer, in a manner that allows the bearing of the given cost item by the Customer.

- 1.8.1.4. The Bank is 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 Statistics Office for the preceding year.
- 1.8.1.5. The Bank is entitled to increase and amend any cost when it is actually incurred, and the fees once in each year with the effect of 1 April.
- 1.8.1.6. 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.erstebank.hu) and on its premises open for Customers (branches, loan centres, and agents' offices).
- 1.8.2. Unilateral modification by the Bank of a Contract made in respect of another Service, and of a Contractual condition pertaining to the provision of a non payment service, which is unfavourable for the Customer
- 1.8.2.1. The Bank expressly reserves the right to unilaterally change any terms or conditions of any Contract made with the Customer in respect of another Service and not qualifying as a loan Contract, in a manner that is unfavourable for the Customer. Such amendment may be performed only when and to the extent the change of conditions referred in Section 1.8.2.2 justifies so.
- 1.8.2.2. The following factors are those where, in the event of a change therein, the Bank shall be entitled to unilaterally modify the Contractual conditions of a Contract made in respect of another Service adversely for the Customer:
- 1.8.2.2.1. A change in the legal or regulatory environment
- a) a change – closely and directly affecting the legal relations under the Contract – in legislation, a central-bank regulation, or other regulations of mandatory effect on the Bank, which pertains to or is related to the Bank's activity or its operating conditions;
- b) a change – closely and directly affecting the legal relations under the Contract – in the public (e.g. tax) burdens of the Bank, or in the rules on mandatory reserves, that may be linked with the Bank's activity;
- c) a change in the amount or fee of compulsory deposit insurance.
- 1.8.2.2.2. A change in the money market conditions or in the macroeconomic environment
A change in the Bank's funding costs (or a change in the opportunities for obtaining money market funds), thus especially, but not exclusively:
- a change in Hungary's credit rating,
 - a change in the country risk premium (credit default swap),
 - a change in the central bank base rate, or in the central bank repo and deposit rates,
 - a change in the interbank money market rates/credit interest rates,
 - a shift relative to each other of the yield curve of bonds issued by the Hungarian State or by the Bank and of the swap yield curve,
 - a change in the yield of publicly issued securities used for securing refinancing, or in the risk rating of the issuer of such securities by a

recognised credit rating agency, or a change in the costs associated with such rating,

- a change in the interest on the Bank's fixed-term Customer (time) deposits.

1.8.2.2.3. A change in the risk assessment of the Customer

- a) A reclassification of the Customer or of the transaction into a different risk category based on the Bank's asset-rating or internal client rating regulations drawn up in accordance with the applicable statutory provisions – with particular regard to changes occurring in the financial position or the stability of solvency of the Customer – if such reclassification into a new risk category necessitates the changing of the recorded impairment and thus also the changing of the applied risk premium.
- b) A change in the risk of transactions, or of Customers, belonging to the same risk category based on the Bank's asset-rating regulations drawn up in accordance with the applicable statutory provisions, or, respectively, the Bank's internal debtor-rating regulations, if such change in the risk necessitates the changing of the recorded impairment and thus also the changing of the applied risk premium.

1.8.2.3. The Bank shall notify the Customer of any change affecting interest or fees in general, 15 days prior to the entry into force of such modification, through an Announcement made available in the Bank Branches and electronically, on the Bank's website (www.erstebank.hu).

1.8.3. Common rules pertaining to a unilateral modification by the Bank that is unfavourable for the Customer

If the Bank unilaterally modifies the terms and conditions of the Contract, the Client shall be entitled to terminate the Contract with a notice period of 30 days before the effective date of the modification without having to pay any fees or costs or being subject to any other payment obligations. In such a case the Bank and the Customer shall settle accounts with each other on the day specified by mandatory laws related to the given Contract, by paying their debts and disposing over their receivables.

In such case:

- a) the Card Holder shall immediately cease to use the **Bank Card** and the Services;
- b) in the case of loan Contracts, all payment liabilities of the Customer shall become due on the last day of the notice period or on the day specified by mandatory laws related to the given Contract, and the Customer shall make full early repayment. Such early repayment shall be free of fees.

1.8.4. Special rules pertaining to a unilateral modification by the Bank of a Contractual condition qualifying as a payment service, unfavourable for the Customer

- 1.8.4.1. In the case of initiating the modification of a Contractual condition qualifying as a payment service, the Bank shall inform the Customer that such modification may be considered as accepted by the Customer unless the Customer informed the Bank before the effective date that he/she refused such modification. The Customer shall also be informed that he/she may terminate the Contract with immediate effect without having to pay any costs or fees or being subject to any other payment obligations until the day before the effective date of the modification.

- 1.8.4.2 Interest rates or exchange rates may be modified immediately without the above notification if the Parties have stipulated such option in the Contract and if the changes are based on the Reference Interest Rate or reference exchange rate laid down in the Contract.
- 1.8.5. Other modifications
- 1.8.5.1. The Bank reserves the right – in respect of any Service – to unilaterally modify any condition of the concluded Service in a manner that is not unfavourable for the Customer.
- 1.8.5.2. Provided it is by mutual consent, the Parties are entitled to modify any term of any Contract, replacing it by any content.
- 1.8.5.3. It is not considered a unilateral modification disadvantageous to the Customer if the Bank launches a new Service, and a new fee related thereto, if the Customer 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 Customers or newly concluded Contracts.
- 1.9. Termination of the Contract
- 1.9.1. The Customer's death, inheritance
- 1.9.1.1. In the event of the Customer's death, the Bank shall only block the amount of his/her estate if the original death certificate or death register extract is presented to the Bank. The Account Holder's heir may only submit an instruction regarding his/her receivables from the Bank arising from the Contract in possession of and upon the presentation of the original and non-appealable estate ruling or inheritance certificate, following appropriate verification of his/her identity. The heir shall not, however, become a Customer, and his/her instruction shall only relate to the payment or transfer of the balance on the Account.
- 1.9.1.2. If several Customers entered into the given Contract jointly and the Account has several holders, the death of one of the Customers shall be reported to the Bank by the surviving Customer(s) without delay, in accordance with the above Section 1.9.1.1. The Bank shall not be liable for any damage arising from a failure to proceed as stated above. The Bank shall not investigate the legal relationship between the Customers; the death of the Customer shall have no impact of any kind on the surviving Customer's (Customers') rights related to the Account, and the surviving Customer(s) shall be the holder(s) of the Account thereafter.
- 1.9.1.3. The Authorised Person's Framework Contract shall terminate upon the termination of the Authorised Person's all authorisations.**
- 1.9.2. Ordinary termination
- 1.9.2.1. The Customer may terminate the entire Contract or its parts relating to certain Services – if the given Service is of a stand-alone nature, independent of other Services – by ordinary termination, with 30 days' notice, in writing, without stating his/her reasons, and the Bank may terminate the entire Contract or any of its parts pertaining to certain individual Services – if the given Service is of a stand-alone nature, independent of other Services – by ordinary termination, with 2 months' notice, and without stating its reasons. Unless any special conditions applicable to the particular Service provide otherwise, the Account Holder shall also be entitled to

terminate parts of the Contract relating to certain individual Services by using the **TeleBank** service. The termination by the Account Holder will become effective in respect of the Bank – regardless of the date of the declaration – only if

- a) the Account Holder has paid all his/her debts to the Bank,
- b) ~~the bank account kept under the bank Account Contract to be terminated serves to transact payments related to investment service activity, then the Account Holder separately instructs that he/she wishes to cease the use of the investment service,~~
- c) there is an investigation in progress in relation to a disputed transaction related to the bank account, then any amount provisionally credited during the period of the investigation must be reversed and debited from the Account Holder's bank account simultaneously with the submission of this declaration.
- d) the Customer has appropriately provided for any pro-rata fees charged by the Bank in advance, but repayable to the Customer as a consequence of the termination based on Article 17 paragraph (6) of the Investment Services Act.

If the same bank Account Contract is concluded by several Customers together, then the liability of the Customers (joint (co-)Account Holder/s) towards **Erste Bank** in respect of the bank Account Contract shall be joint and several, and they shall be entitled to terminate the bank Account Contract only jointly, with a unanimous declaration.

If the Account Holder gives no instruction in respect of the account balance, **Erste Bank** shall keep the account balance in trust, for which it shall charge a fee as stated **in the Announcement**.

~~Following the submission of the declaration for the termination of the bank Account Contract, Citibank shall be entitled to block the Citicard at any time it sees fit to do so.~~

~~1.9.2.2. In departure from the foregoing – if the statutory regulations do not provide otherwise – Citibank may only cancel the Account Contract pertaining to the maintenance of the Basic Account in the following cases and by the following means, with 2 months' notice, in writing, and with an explanation:~~

~~a) no payment transaction has been executed on the Basic Account over a period of 24 consecutive months,~~

~~b) the Customer is no longer entitled to legally reside in an EEA Member State,~~

~~c) the Customer has, following the conclusion of the Account Contract pertaining to the maintenance of the Basic Account, concluded a framework contract in Hungary with another payment service provider for the maintenance of a payment account or has acquired a right of disposal over such payment account that enables him/her to use at least the services defined below:~~

- ~~ca) all operations related to the opening, maintenance and termination of the payment account,~~
- ~~cb) the depositing of cash on the payment account,~~
- ~~cc) the withdrawing of cash from the payment account,~~
- ~~cd) the performing of the following payment transactions, in the branch network of the credit institution managing the payment account and~~

- ~~_____ ce) from an automated teller machine (ATM) located in an EEA Member State, using a cashless payment instrument,~~
- ~~_____ cf) in such EEA Member State:~~
- ~~_____ cg) the execution of a bank transfer or standing order, as well as the acceptance of such,~~
- ~~_____ ch) execution of a direct debit, and~~
- ~~_____ ci) a payment initiated with a cashless payment instrument by the payer via the beneficiary, including a payment without the physical presence of the payment instrument.~~
- ~~d) the Basic Account has shown a negative balance for at least 3 months, and the Customer has not paid his/her debt despite a reminder from Citibank.~~
- 1.9.2.3. The Contract shall cease to be effective in respect of the **Bank Card**, besides the general cases, upon the expiry of the validity of the Bank Card if no new Bank Card is issued based on the Bank's decision, or if the Account Holder gives an instruction to the Bank to this effect at least two months prior to the expiry of validity.
- 1.9.3. Material breach of Contract and termination with immediate effect
- 1.9.3.1. A material breach of Contract shall be, especially:
 - a) if the Customer is late in fulfilling his/her obligations defined in the Contract and fails to remedy such omission within 15 days of receipt of the Bank's written notice;
 - b) a breach of the credit limit;
 - c) the changing, or an attempt to change, the details stated **on the Bank Card** or the data stored therein;
 - d) use of the **Bank Card** after blocking or beyond its validity period or the territory in which it is valid;
 - e) violation of the rules related to the use of the **Bank Card**;
 - g) the Customer makes erroneous or misleading declarations or supplies data of such nature in respect of or in connection with the Contract, or if the Customer misled the Bank by stating untrue facts, concealing data or in any other way;
 - h) if any adverse change occurs in the Customer's financial position or any other circumstance as a consequence of a wilful action or negligent omission of the Customer, and the Customer fails to provide an appropriate security despite the Bank's notice or is obviously unable to provide such;
- ~~1.9.3.2. In departure from the foregoing if the statutory regulations do not provide otherwise Citibank may only cancel the Account Contract pertaining to the maintenance of the Basic Account with immediate effect in the following cases and by the following means, in writing, and with an explanation:~~
 - ~~a) the Customer uses the Basic Account intentionally for unlawful purposes or in a non-contractual manner;~~

~~b) the Customer provided misleading or false information to Citibank when concluding the Account Contract pertaining to the maintenance of the Basic Account in respect of his/her eligibility with respect to the Basic Account.~~

1.9.3.3. The consequences of a material breach of Contract may, as the Bank sees fit, be:

- a) the termination of the Contract with immediate effect;
- b) the reduction of the amount of the Overdraft Facility/~~Deposit Loan~~, or the termination of the Overdraft Facility/~~Deposit Loan~~;
- c) blocking of the Bank Card;
- d) the enforcement of the collaterals;
- e) the exercising of an offsetting right;
- f) the refusal to execute, or the suspension of execution of, Orders (Service requests);
- g) termination of the availability of the Overdraft Facility provided by the Bank, limitation of the Customer's right to spend from the overdraft limit.

1.9.4. The legal consequences of termination of the Contract

1.9.4.1. In the event of the termination of the Contract for any reason, the Account Holder shall notify the other Account Holders and Authorised Persons, if any, of this fact forthwith, and shall destroy all Bank Cards not later than on the third Bank Working Day after becoming aware of the termination, unless **the Bank Card is transferred to another account or** this is clearly impossible in view of the reason for the termination. The Account Holder shall be liable for any damages arising from a failure to proceed as stated above. It is forbidden to use the Bank Card after the termination of the Contract.

1.9.4.2. Upon the termination of the Contract, all the commitments of the Bank defined in the Contract shall cease and all the debts of the Customer outstanding towards the Bank shall expire and fall due on the day of termination of the Contract, regardless of their original due date, and the Bank shall be entitled, on the due date, to offset its receivables as stated in the Contract. Termination of the Contract shall not, however, terminate the Parties' settlement and payment obligations.

1.9.4.3. In the event of termination of the Contract, the Bank shall be entitled, from the date of becoming aware of the termination, to block the Bank Card at a time that it sees fit.

1.9.4.4. The Bank shall terminate the Account(s) at the time of the termination of the Contract. The Account Holder may specify for the Bank a bank account number of his his/her choosing, to which the Bank should transfer the freely available balance, free of the Bank's offsetting right, deposited with the Bank on the basis of the Contract, or may collect such balance in cash in the Branch simultaneously with the termination of the Account.

1.9.4.5. If following the termination of the Contract the Account Holder provides no instruction regarding the balance of the Account, the Bank shall keep it in trust for at most 5 years. The Bank may charge the fee stated in the Announcement for this. The Bank shall pay no interest on any amounts kept in trust.

1.9.4.6. The termination of the Account and the Contract shall have no bearing on the fulfilment of the Account Holder's obligations towards the Bank. In the event of the

termination of the Account, if the Account Holder provides no instruction with respect to the remaining balance of the Account and also keeps other Accounts with the Bank, the Bank shall be entitled – subject to the applicable legal regulations – to transfer the remaining balance to another Account. The Bank shall send to the Account Holder a notice and settlement statement in respect of the termination of the Account.

1.9.4.7. Upon the termination of the Account, the Bank shall be entitled to charge the Account closing fee stated in the Announcement.

1.10. Confidentiality of Bank Secrets, Protection of Personal Data

1.10.1. Any data related to the Contract and their disclosure 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. The Bank shall be entitled to manage the Card Holder's personal data, Bank Card data and the transaction data relating to the given card transaction in compliance with the legislative provisions applicable to bank secrets in order to prevent, examine and investigate any misuse relating to the Bank Card and to forward them to the authorities, courts and card organisations participating in the examination and investigation conducted, and, in the case of insurance associated with the Bank Card, to the insurance company.

The Account Holder and the Card Holder hereby consents, if the Bank Card is blocked by the Bank, to the entry by the Bank of the details of the Bank Card in the cancellation list sent to Merchants and payers as well as to the provision of information by the Bank, at the request of international card organisations and organisations acting on their behalf, about the existence or lack of sufficient balance required for Cash Withdrawal or purchase with the Bank Card and to the provision of information by the Bank about the misuse of the Bank Card to the National Bank of Hungary and sister banks.

The Account Holder and the Card Holder hereby accept that the Bank shall be entitled to forward the identification details of Card Holders misusing the Bank Card and material information about the Bank Card Contract to the Central Credit Information System operated by credit data providers on the basis of the provisions of Act CXXII of 2011 on the Central Credit Information System under the terms and conditions specified in the Act. The Bank shall be entitled to the right to provide information about the existence or lack of sufficient balance required for Cash Withdrawal or purchase at the request of the organisations specified in the card Contract, subject to Section 54 of the Hpt., and the Bank shall be entitled to provide information about Card Holders misusing the card to the National Bank of Hungary and the sister banks issuing or accepting the card provided with in the given logo.

The legal basis for the management of personal data shall exclusively be the compulsory provisions of the relevant law or the Customer's advance and informed consent. In this latter case, the consent of the Customer given to the Bank in connection with data management, storage and processing constitutes the voluntary and definite expression of will related thereto, which is based on appropriate

information and with which the Customer — by requesting the given service or by signing the Contract — grants his/her unambiguous approval to the management of his/her personal data.

~~1.10.2. The Bank shall, with respect to all the personal data of the Customer that is provided by the Customer at the time of applying for the given Service or during the effect of the Contract whether in writing, verbally by any other means, or that has come into the Bank's possession by some other route, manage, store and process such data in accordance with the statutory data-protection regulations, within the applicable period of limitation or period defined by some other mandatory statutory provision, in the interest of the enforcement of the rights and fulfilment of the obligations arising from the Contract, for the purpose of risk analysis and reduction and in order that the Bank may notify the Customer directly of the services provided by it (unless the Customer has expressly forbidden the latter).~~

~~1.10.3. The Bank may manage the identification data that is necessary and sufficient for identifying the user of its services for the purpose of establishing, determining the content of, amending, and monitoring the fulfilment of, the Contract aimed at the provision of a service associated with the information society, and for invoicing the fees originating from such Contract, and enforcing any claims related thereto. For the purpose of invoicing the fees originating from the Contract aimed at the provision of a service associated with the information society, the Bank may manage such personal data related to the use of the service associated with the information society as is indispensable for establishing the fees and for invoicing, thus especially data relating to the time, duration and place of use of the Service. In addition to this, the Bank may, for the purpose of providing the service, manage such personal data as is technically indispensably necessary for providing the service.~~

1.10.2. The Bank shall process the Customer's data generated/managed in connection with the Contract in keeping with the data protection regulations, shall handle such data in the course of its work processes **within Erste Group's units (preparation of statistics, printing of Bank Cards, printing of account statements), and transfer such data, for the purpose of processing and handling, to other units belonging to the Erste Bank/Erste Group, whether within or outside the country, as well as transfer it,** for the purpose of selling the Services and performing settlement in relation thereto, to its banking and/or investment agents, and/or insurance agents that are in a Contractual relationship with the Bank.

1.10.3. The Bank shall, in connection with the Services provided to the Customer, release the data related to him/her to third parties for the purposes of the printing of postal cheques, the printing of Bank Cards and Account Statements, consumer research conducted at the Bank's instruction in relation to the Bank's products, enforcing the Bank's due claims and for the purpose of data management and processing associated with the foregoing.

1.10.4. If the Customer is obliged to pay taxes in the United States of America (hereinafter: USA), the Bank shall submit to the competent authorities of the USA the report prescribed by the USA's tax laws on the Customer's accounts kept with the Bank.

1.10.5. The Bank may supply the data specified by law to the central credit information system (hereinafter: CCIS) and the CCIS may record and manage such data.

- 1.10.6. 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 evaluates the Customer'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 Customer concerned to express his/her opinion, and shall, upon request, provide information on the mathematical method used and its key aspects.
- ~~1.10.9. The Bank may process any personal data handed over to the Bank in any of the units of Citibank 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.~~
- ~~1.10.10. The Bank shall ensure the protection of the Customer's rights related to his/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 Bank's data management abroad.~~
- 1.10.7. Under the law, the Bank is entitled (and may be obliged) to fulfil certain data disclosure obligations not constituting the violation of bank secrets.
- 1.10.8. The Bank shall release the Customer's name and address to such third party as declares in writing that the amount paid or transferred by it to the Customer's Account was paid in error, and the Customer does not himself/herself see to the repayment or contact the third party within 15 days following the Bank's preliminary notification of the Customer in respect of such matter.
- 1.10.9. The Bank shall specify the activities that it has outsourced, and the entities performing the outsourced activity, in an annex to the List of Interest Rates and Charges **Erste Business Rules**. Besides this, the Bank shall provide information on its website on the third parties who (which) may manage, store or process the data of Customers as part of their other activities pursued in the interest of the Bank.
- 1.10.10. The Customer is obliged, until full payment of the debt under the Contract, to supply the Bank with data that is true and correct. The Bank may, within the law, check the authenticity of the data supplied by the Customer.
- 1.10.11. 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 Customer, or the reason for and time of any deletion from the register.
- 1.10.12. The Bank will supply the Customer data necessary for blocking the Bank Card in the international Card Company's network to the given international Card Company and to the card-acceptor network.

- 1.10.13. The Bank shall be entitled to record the telephone conversations conducted in the course of the TeleBank Service, and may use such audio recordings as evidence in any dispute related to the given conversation.
- 1.10.14. The Bank may install cameras in its premises open for Customers and in or near its ATMs, with which it may make video recordings of the Customer, and the Bank may use such video recordings as evidence to assist in the settlement of any disputes.
- ~~1.10.15. If following the application for the Service the Contract is not concluded, the Customer may demand the return of any documentation that contains his/her personal data and was previously handed over to the Bank, within eight days of the failure to conclude the Contract, based on which request the Bank shall return such documentation. After the expiry of the period available for demanding the return of documentation containing personal data, the Bank shall destroy any documentation containing such data, unless the Bank is storing, handling and processing such data for direct marketing purposes, in full compliance with the rules of data protection set forth in the relevant legal regulations.~~
- ~~1.10.16. The Bank – depending on the prior, express and unambiguous consent of the Customer – shall from time to time, for advertising purposes, inform the Customer about its products, services and special offers, by way of direct mail, telephone, SMS or email message. The Customer may notify the Bank personally in any Branch, in writing, via TeleBank, or in an email message, if he/she does not wish to receive information by way of such direct marketing. The Customer may indicate his/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 Customer even in the event of such request.~~
- ~~1.10.17. At the Customer's request, the Bank shall provide information within 25 days on the Customer'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/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 Customer requesting the information 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.~~
- ~~1.10.18. The Customer concerned may object to the handling of his/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 is 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. The Customer may, furthermore, take the case to court or may submit a report to the Hungarian National Authority for Data Protection and Freedom of Information in the event of the violation of his/her rights.~~

1.11. The **detailed rules applicable to** the Central Credit Information System and **the system** of the related data management and legal remedy system **are set forth in the Bank's Business Rules.**

~~1.11.1. The Central Credit Information System (hereinafter: CCIS) is a closed system database. The purpose of submitting data to and requesting data from the CCIS (data forwarding) is to assure a sounder assessment of creditworthiness, to meet the conditions of responsible lending, and to reduce lending risk in the interests of the security of debtors and reference data providers.~~

~~1.11.2. Cases of data provision to the CCIS, data that is to be provided by data providers in every case on an obligatory basis, as well as data that is to be provided upon the occurrence of specifically defined cases, and the duration of data storage~~

~~1.11.2.1. Only the data specified in Act CXXII of 2011 on the Central Credit Information System (hereinafter: the CCIS Act) may be managed in the CCIS (hereinafter: reference data).~~

~~1.11.2.2. 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 (hereinafter: "positive debtor list").~~

~~within two working days following Contract conclusion. 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/she consents to having his/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/her data, the refusal to give consent and the data related to the refusal [the date (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 object of data provision. If the Customer changes the substance of his/her declaration later on, and withdraws or refuses his/her written consent, then in all cases the natural-person Customer's most recently~~

made written declaration shall apply in respect of all his/her Contracts constituting the object of data provision;

The natural person Customer may request in writing from the financial enterprise that operates the CCIS at the time of Contract conclusion or during the term of the Contract – via the reference data provider – that the financial enterprise operating the CCIS manage his/her data related to the “positive debtor list” for no more than five years following the termination of the Contractual legal 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) a person who fails to comply with his/her payment obligations under one or more of the Contracts listed in section a) in such manner that the amount of overdue and unpaid debt exceeds the statutory monthly minimum wage effective as at the time of the delay and such overdue debt in excess of the minimum wage has been outstanding continuously for more than ninety days;
- c) a person who provides untrue data when initiating the conclusion of a Contract for the services specified in section a), or when initiating the conclusion of a student loan Contract as defined in a separate statutory regulation, 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 Articles 274-277 of Act IV of 1978 on the Criminal Code that was in effect until 30 June 2013 (hereinafter: old Criminal Code) (falsification of a public deed, falsification of a private deed, documentary fraud) or in Articles 342, 343, 345 or 346 of Act C of 2012 on the Criminal Code (hereinafter: Criminal Code) (falsification of a public deed, falsification of a private deed, documentary fraud) has been committed;
- d) a person who, 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 Article 313/C of the old Criminal Code (fraud using a cash-substitute payment instrument) or in Article 374 paragraph (5) and in Article 393 of the Civil code (a case classified as economic fraud or fraud using a cash-substitute payment instrument) (sections b)-d) hereinafter together: “negative debtor list”).

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

In the course of the handover specified in section 1.11.2.2, the Bank hands 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, electronic mail address), and

- a) in the case of section 1.11.2.2. a) the Contractual data relating to the Contract specified therein (the type of the Contract and its identifier (its number), the date of conclusion, expiry or termination of the Contract, classification of the Customer (debtor, co-debtor, surety), the amount and currency of the Contract, as well as the method and frequency of repayment, and the amount and currency of the repayment instalment of the Contractual amount), and furthermore, in the course of the data

provision specified in section 1.11.2.2. b), the date on which the conditions specified in section 1.11.2.2. b) are met, the amount of overdue and unpaid debt at the time that the conditions specified in section 1.11.2.2. 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,

b) in the case of section 1.11.2.2. c), the data pertaining to the initiation of the Contract specified in section 1.11.2.2. a), (the date and reason for the rejection of the application, documentary evidence, number of legally binding court resolution, name of acting court, content of the operative section of the resolution),

c) in the case of sections 1.11.2.2. 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 ruling became legally binding, reference to any litigation),

d) the reference-data provider shall, by the fifth working day following the month concerned, specify to the CCIS Operator the amount and currency of the repayment installment of the Contractual amount and further, if the registered person performs 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).

1.11.4. Handling of the reference data

1.11.4.1. 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).

1.11.4.2. The reference data handed over in accordance with section 1.11.3. must be managed by the CCIS Operator, in the case specified in section 1.11.2.2. a), immediately after the termination of the Contractual relationship, and/or in the case of the consent specified in section 1.11.2.2. a), for five years after the termination of the Contractual relationship, and in the case specified in section 1.11.2.2. 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 sections 1.11.2.2. c)–d) also for five years, and after the expiry of such period it must definitively and irreversibly delete the reference data. In the cases specified in sections 1.11.2.2 b)–d), with respect to calculating the period, the starting date shall be:

a) with respect to the cases specified in section 1.11.2.2. 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 sections 1.11.2.2. c)–d).

1.11.4.3. 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.~~

~~1.11.5. Data request~~

~~1.11.5.1. 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.~~

~~1.11.5.2. 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.~~

~~1.11.5.3. A data request pertaining to the reference data of a natural person may only be used for the purpose of making decisions that serve as the basis for concluding the Contracts specified in section 1.11.2.2. a) for the provision of financial services or for the provision of supplementary investment services and securities lending with the aim of providing investment credit to investors, or for the provision of information as defined in section 1.11.5.4.~~

~~1.11.5.4. 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.~~

~~1.11.5.5. The Bank forwards the information request within two working 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 working 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.~~

~~1.11.6. Opportunities for legal remedy~~

~~1.11.6.1. The registered person may seek legal remedy with respect to the Bank's sending of his/her reference data to the CCIS, or to the Bank's handling of such data, by submitting an objection or by filing a claim in a court of law:~~

~~1.11.6.2. The registered person may submit an objection to the Bank or the CCIS Operator requesting the correction or the deletion of the reference data, which objection the Bank or the CCIS Operator is obliged to review within five working days from receipt thereof, and to notify the registered person of the result of the review, in written form sent by post with confirmation of receipt, without delay but no later than within two working days after conclusion of the review.~~

~~1.11.6.3. If the Bank accepts the objection, it shall without delay hand over the reference data to be corrected or deleted – while simultaneously notifying the registered person – to the CCIS Operator, which shall make the required change to the records without delay but within five working days at the latest.~~

~~1.11.6.4. The registered person may file a claim against the Bank and the CCIS Operator at 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 from receipt of the notice on 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 1.11.5.5. or 1.11.6.2.~~

~~1.11.6.5. 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.~~

~~1.12. Other Provisions~~

~~1.12.1. Appropriate compensation for limitation of the Bank's liability related to breach of Contract~~

~~In respect of all Contracts concluded prior to 15 March 2014, the Bank, with the exception of any cases of wilful misconduct or gross negligence on its part, excludes or limits its liability in relation to a breach of Contract. In the case of all Contracts concluded on or after 15 March 2014, or all Contracts in respect of which the parties stipulate the application of the new Civil code, the Bank shall not be liable for any damage incurred by the Customer due to the non-performance or non-Contractual performance of the Contract, with the exception of any cases of wilful breach of Contract, or any breach of Contract resulting in loss of life, bodily injury or other damage to health. The disadvantage implied by the limitation of liability as per the above is compensated for by the Bank in such manner that it provides the Services against the Bank Charges that are specified in the Announcement. If the Bank did not exclude or limit its liability related to breach of Contract as per the above, it would only be able to provide its Services against Bank Charges of a substantially higher amount.~~

1.12.2. Governing language

The official language of liaison between the Bank and the Customer is Hungarian. Parties may mutually stipulate English as the language of liaison between them.

If the Parties conclude the Contract in two languages, in the event of any discrepancy between the Hungarian and foreign language versions, the wording of the Hungarian text shall prevail.

1.12.3. Compliance with the legal regulations

The Bank shall make its Services available for the Customer with due regard to the effective legal regulations. The Customer assumes an obligation to use the Services in compliance with the legal regulations in force. The Customer agrees to indemnify the Bank for any damages sustained by the Bank as a result of a breach by him/her of this obligation.

1.12.4. Taxes and other public dues to be deducted or paid

1.12.4.1. The Bank shall deduct all taxes, duties, penalties and other public dues that any tax or other authority may impose if the obligation of deduction is prescribed for the Bank

on a mandatory basis. The Customer shall repay any of its outstanding debt towards the Bank and shall pay all Bank Charges free from any taxes, duties and other public dues.

- 1.12.4.2. If, as a result of a change in the law or the interpretation or application of a point of law and/or the order of a central bank or other authority, the Bank incurs costs or additional costs in connection with any of its obligations existing under the Contract or in respect of any amount paid or received, at the Bank's request the Debtor shall, from time to time, promptly pay the Bank an amount which is sufficient for compensating the Bank for such costs.

1.12.5. Waiver of rights

The non-exercising by the Bank of any right arising from the Contract or any delay in the exercising of rights shall not constitute the Bank's waiver of such right; the Bank shall be entitled to exercise or not to exercise any right that it has under the Contract as it sees fit.

1.12.6. Deposit insurance

- 1.12.6.1. The Accounts opened under these General Business Conditions, including any deposit(s) tied up on the deposit account in accordance with the Depositor's instructions as well as the non-term deposit(s), are insured, under the relevant legislation, ~~and EU directives, by the Irish Deposit Insurance Scheme~~ **by the National Deposit Insurance Fund after the transfer of the portfolio.** The Bank's Business Rules contain the detailed rules relating to the deposit insurance.

- 1.12.6.2. The Bank undertakes no liability or financial risk with respect to the Customer for any loss in value of the amounts credited to the Customer due to taxation, payment of dues or depreciation, or for the non-usability of such amounts that originates from restrictions affecting their convertibility and/or transferability, from appropriation, forced transfer, war, civil disturbances, confiscation of any kind, or from a military or usurpatory exercise of power, or from any other similar cause beyond the Bank's control, and in such cases neither ~~a Citigroup Bank~~ **Bank** nor any of its branches, subsidiaries or units shall be liable.

1.12.7. Liability of the Bank for its collaborators

The Bank shall not be liable for any damage or cost sustained by the Customer which was caused or charged by another bank collaborating in the course of the execution of a transaction (if the collaborating bank is not classed as a collaborator (performance assistant) under the provisions of the Civil Code), or which arose from any error in communication with the Customer or was due to the inaccuracy, incorrectness or incompleteness of the Order or instruction given by the Customer.

1.12.8. Liability for unavoidable external factors

The Bank shall not be liable for any damages that (i) occur as a consequence of a binding legal regulation, (ii) or that occur as a consequence of a provision of a Hungarian or foreign authority (including, without limitation, an intervention of the stock exchanges or of the supervisory bodies, the National Bank of Hungary included, or restrictions on convertibility or transferability with respect to financial instruments), or of non-foreseeable and unavoidable events including, without limitation, fire, armed clashes, revolution, terrorism, state of emergency, uprising, acts of God, any failure of

or fault in the computer, payment, data-management, or securities network system or telecommunication, the failure or collapse of any market (including, without limitation, the freezing of Customers' deposits kept at the Bank, the freezing of the Bank's deposits kept at the National Bank of Hungary, state bankruptcy, the suspension or prohibition of payment transactions performed by other Hungarian financial institutions), nationalisation, expropriation or any similar action taken by a government or governmental body that affects all or a significant part of the Bank's assets, strike, industrial dispute or other circumstances falling outside the Bank's control (hereinafter collectively referred to as: "force majeure"), or (iii) that manifest themselves as a consequence of events occurring within the Customer's sphere of interest or control (including involuntary and/or forced transfers) or that originate from the fact that the Customer did not observe the provisions of the Contract, or was late in fulfilling them. All parties shall continue to be burdened with an obligation to mitigate damage even in the event of force majeure. Subject to the provisions of the Contract that regulate force majeure events, each party shall be entitled, in the event of force majeure, to exercise the rights to which it is entitled under the governing law.

In the event of any contradiction between the provisions of this section and any other similar Contractual condition governing the relationship between the Customer and the Bank (that is, provisions pertaining to force majeure and providing in respect of the consequences of legally binding regulations), the provisions of this section shall apply, unless a separate Contract signed by both Parties stipulates otherwise.

1.12.9. Changes in national currencies

If there is a change in the currency of one or more countries which affects the relationship of the Customer and the Bank or the Contract concluded between the Bank and the Customer, including, in particular, the case where a new currency is introduced in place of any currency, (i) the Contract shall continue to remain in effect; (ii) the above event may not be regarded as force majeure, and (iii) (if the old currency ceases to be used as official payment instrument, then with effect from that date) the obligations of the Bank and the Customer expressed in the old currency shall be registered and fulfilled in the new currency, with the additional understanding that, in the absence of a separate agreement the Bank may in good faith determine the method and circumstances of the fulfilment of obligations. The Bank and the Customer agree to make every effort, if and when necessary, to amend or supplement the Contract in accordance with the foregoing. If the old currency ceases to be used as official payment instrument, the Bank may prescribe an obligation to report any requests for disbursements to be made in the new currency in advance, or may regulate the disbursement of the new currency in some other appropriate manner.

1.12.10. Transfer of rights and obligations

The Customer may not assign his/her rights and may not transfer his/her obligations arising from the Contract, and (in the case of Contracts concluded on or after 15 March 2014 and any Contracts in respect of which the parties stipulate the application of the new Civil Code) may not implement any Contract transfer (hereinafter together: "Transfer") to third parties without the Bank's prior written consent. The Bank shall be entitled to transfer its rights and obligations to third parties, or (in the case of Contracts concluded on or after 15 March 2014 and any Contracts in respect of which the parties stipulate the application of the new Civil Code) transfer its Contractual

position through a Contract transfer, without the Customer's prior written consent. Based on the Transfer, the assignee and the person assuming the obligations, or the party joining the Contract, shall acquire the rights and obligations of the Bank within the boundaries of the Transfer, and the Bank, within the boundaries of the Transfer, shall be relieved of all its obligations under the Contract.

1.12.11. Liaison, general and direct notices

1.12.11.1. The Bank and the Customer shall proceed in their Contractual relationship with regard to the principles of mutual cooperation and good faith. They shall notify each other without delay of all material facts, circumstances and changes related to the transactions.

1.12.11.2. In the absence of an agreement to the contrary, the Bank and the Customer shall liaise with each other in person, via electronic channels, by telephone, SMS, fax or mail, or via an electronic communication device related to a given person and approved by the Bank, ~~thus especially over the messaging interface on the Bank's website at www.citibank.hu~~. For the purposes of mandatory notices to be sent by the Bank to the Customer under the law or the Contract, all the means of liaison defined above shall be equivalent to notices sent to the Customer by mail, and shall be deemed direct notification methods acceptably substituting the latter, including in respect of the Bank's information-provision obligations related to matters that by their nature require prompt notification, and/or that are specified as prompt notification obligations by the Payment Services Act or the MNB Decree.

1.12.11.3. The Bank and the Customer may also agree on a special form of liaison. In such case the Bank may refuse to execute Orders that were not received in the form prescribed or approved by the Bank, or were received via data carriers or communication devices not approved by the Bank.

1.12.11.4. The Customer shall notify the Bank of all changes in any of his/her data provided to the Bank in writing, with the exception that he/she may report any changes in his/her mailing address used for notification purposes, Mobile Telephone Number or Email Address by using NetBank, TeleBank or any other telephone channel acceptable to and defined by the Bank. Any consequences that may arise from the non-fulfilment of the above obligation of notification vis-à-vis the Bank shall be borne by the Customer. To verify such changes in data, the Bank may request the Customer to present further documents, which the Customer shall send to the Bank without delay. Any data change initiated by the Customer in any form shall only constitute an actual change of the data registered by the Bank in respect of the Service concerned. In the course of any changes in data, the Customer shall inform the Bank of the Services he/she uses and shall expressly request that the Bank appropriately modify his/her data registered in respect of all those Services. The Bank shall not be liable for any damage arising from a failure to proceed as stated above.

1.12.11.5. The Bank shall send all notices to the contact details specified by the Customer, which the Bank shall regard as valid until such time as the Customer notifies the Bank to the contrary in the appropriate manner. Unless provided otherwise by the given Contract, receipt of the given written notice by the Customer shall be considered as having occurred (i) in Hungary, on the 5th (fifth) calendar day, (ii) in Europe, on the 10th (tenth) calendar day, (iii) outside Europe, on the 20th (twentieth) calendar day following its posting by the Bank, regardless of whether it is a simple (normal) or a

registered mail consignment. The Bank shall not be liable for any damages arising from a presumption regarding receipt of the notice by the Customer. The Account Holder shall be obliged to communicate to the Authorised Persons (and the primary Account Holder shall be obliged to communicate to the other holders too) the contents of all notices received from the Bank that the Bank, based on the Contract, sends exclusively to the Account Holder, the communication of which notice is necessary in order for the Authorised Person to be able to exercise his/her rights and fulfil his/her obligations under the Contract.

- 1.12.11.6. If the Contract expressly obliges the Customer to submit notices in writing, notification by telephone shall not substitute such written notification. The Bank hereby excludes liability on its part for any losses sustained by the Customer or third parties in connection with the non-fulfilment of this obligation of the Customer.
- 1.12.11.7. As part of his/her damage-prevention and damage-mitigation obligation, the Customer shall, without delay, inform the Bank if any notice expected from the Bank has not arrived, or did not arrive at the appropriate time.
- 1.12.11.8. The Customer hereby expressly accepts that, in respect of the services provided under these General Business Conditions, if the Customer has a NetBank Contract, by using the appropriate modules, text windows and other, similar-purpose tools of NetBank (e.g. click acceptance, email), the Parties may validly and with full legal effect notify each other in relation to the Contract, may make declarations in relation to the Contract and the Service, may even validly amend the Contracts that have been concluded between them in writing, or may enter into new Contracts falling under the effect of these General Business Conditions, provided that, prior to such communication, the Bank is able to identify the Customer on the basis of his/her Bank Card number and PIN Code, or his/her NetBank code, in the manner specified in these General Business Conditions.
- 1.12.12. Disclosure of material information
 - 1.12.12.1. The Customer hereby accepts that the Bank shall publish all material information relating to the service provided on the basis of the Contract (for example, the General Terms and Conditions, the Announcement, the period of time needed for an Order to arrive at the beneficiary's bank, or the rules and procedures pertaining to any complaint and legal remedy process available to the Customer) in its branches, on the Bank's website at www.erstebank.hu, and also via the TeleBank Service.
 - 1.12.12.2. The Customer expressly accepts the above method of disclosure of information as a legally effective and valid form of notification from the Bank in relation to the given service, even as a substitute for written notification, provided that the law makes no exception in respect of such. The Customer hereby accepts that the information thus disclosed may be amended or may change, even without the direct prior notification of the Customer.
- 1.12.13. Severability
 - 1.12.13.1. If, based on the decision of a court, any of the sections of the Contract is declared invalid, the whole Contract shall not be rendered invalid thereby, but shall remain in full force and effect without the invalid provision, unless the court decides otherwise.
 - 1.12.13.2. Upon the occurrence of the above, the Parties shall make every effort to agree on another mutually acceptable provision to replace the invalid provision.

1.12.14. Customer service, complaints and order of treatment

1.12.14.1. For the purposes of the this Section 1.12.14, any and all declarations made by the Customer to the Bank in which the Customer complains about the Bank's procedures, or raises an objection in relation to the Bank's operation or any Service, shall qualify as complaint.

1.12.14.2. The rules for complaints administration (alternatives for the submission of complaints, deadline for a response, complaints management procedure, etc.), as well as legal remedy alternatives are set out in the Bank's Business Rules.

For the purposes of submitting a complaint to the Bank, all its Branches, CitiPhone BankingTelebank, and any other telephone channel accepted and defined by the Bank, as well as the electronic interface designed for such purpose on Citibank OnlineNetbank and on the www.citibankerstebank.hu site, shall qualify as Customer service. The Customer may communicate his/her complaint to the Bank either in writing or verbally, with the proviso that in the case of written complaints that are not made directly by the Customer (i.e. that are made through an authorised person), an authorisation that fully complies, in terms of both content and form, with the relevant statutory regulations (the requirements set forth in Act III of 1952 on Civil Law Procedures and in the Civil Code), must be attached. Written complaints may be submitted by the Customer in person, or in a letter delivered by way of an authorised representative at a Branch (between 8 a.m. and 4 p.m.); by post (postal address of the Retail Customer Service department: 1367 Budapest, Pf. 123); by fax (+36 1 288-2266 or +36 1 374-5100), or electronically (by email to citibank.magyarorszag@citi.com or via the www.citibank.hu website). Complaints may be submitted verbally via any of the following channels: in person at a Branch (between 10 a.m. and 4 p.m.), or by telephone on +36 1 2888888 at any time, seven days a week. The investigation of the complaint is free of charge for the Customer, and all relevant circumstances will be taken into consideration. The data that the Bank may request from the Customer includes especially, but not exclusively, the following: name; Contract number or Customer number; address or correspondence address; telephone number; means of notification; product or service to which the complaint is related; description, cause of the complaint; complainant's request; copies of any documents in the Customer's possession that are necessary for substantiating the complaint; in the case of a Customer proceeding through an authorised person, a valid authorisation; any other data necessary for investigating and responding to the complaint. The Bank shall handle this data in compliance with the provisions of Act CXII of 2011 on the Right of Informational Self-determination and the Freedom of Information.

1.12.14.3. Wherever possible the Bank shall investigate, and if possible resolve, the Customer's verbal complaints immediately. In the case of complaints made by telephone, the Bank shall make a recording of the telephone conversation, which it shall retain for one year, and at the Customer's request it shall provide an opportunity to replay the voice recording, and place a transcript of the voice recording at the Customer's disposal free of charge. If the Customer does not agree with the way the complaint has been handled, or if an immediate investigation of the complaint is not possible, then the Bank shall take down a record of the complaint and its position regarding the matter, a copy of which it shall hand over to the Customer or, if the complaint is made by telephone, shall send with the reply to the complaint, in which case the provisions

~~of section 1.12.14.4 shall apply with respect to the reply to the complaint. The record of the complaint must contain: the Customer's name; his or her residential or correspondence address; the place, time and means of submitting the complaint; the complaint; the objections relating to the complaint; the number of the Contract to which the complaint relates, or the Customer number; a list of the documents and other evidence presented by the Customer; in the case of a complaint made in person, the signature of the person making the record and of the Customer, as well as the time and place at which the record was taken.~~

~~1.12.14.4. In the case of a written complaint, the Bank shall send its written position regarding the complaint, substantiated with its arguments, to the Customer within 30 calendar days from the communication of the complaint. If the Bank misses its statutory response deadline of 30 days prescribed for the investigation of the complaint, or if it rejects the Customer's complaint, it shall at the same time inform the Customer that in the event of a breach of the consumer protection regulations he/she may address his/her complaint to the Bank's supervisory body, the National Bank of Hungary (1013 Budapest, Krisztina krt. 39.; postal address: 1534 Budapest, BKKP Pf.: 777; telephone: 061-489-9100; Email Address: ugyfelszolgalat@mnbb.hu) (MNB), or may initiate a proceeding at the Financial Arbitration Board (correspondence address: H-1525 Budapest BKKP Pf. 172.; telephone: +36 1 489-9100, email: pbt@mnbb.hu), or in the case of a legal dispute related to the conclusion, validity, legal implications and termination of the Contract, or to a breach of Contract and the legal implications thereof, may take the matter to court.~~

1.12.14.5. The Bank has a complaints management procedure that is displayed in the Branches and/or posted on its website.

1.12.15. Governing law, competence and jurisdiction in the case of legal disputes

1.12.15.1. In matters not regulated in the Contract, the effective Hungarian legal regulations, in particular, the Civil Code, the Act on Credit Institutions, the Payment Services Act, the MNB Decree ~~and the related Irish legal regulations~~ shall apply.

~~1.12.15.2. In respect of any legal dispute that may arise in relation to the Contract, the Parties shall submit the matter in dispute to the exclusive jurisdiction of the Courts of Districts IV and XV of Budapest.~~

1.12.15.2. The Bank shall fulfil its payment obligations exclusively in Hungary, in the Bank's branches, on the basis of the effective Hungarian legal regulations. Neither the Bank's owner or parent company, nor any of its foreign subsidiaries or affiliates, shall be obliged to stand good for these payment obligations.

1.13. Third parties

1.13.1. The Customer 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 Business Conditions or any Contract. The Bank's senior officers may directly cite such limitation of liability in the event of any dispute.

1.13.2. Exclusively the parties of 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 these General Business Conditions or by any Contract.

1.14. Limitation period on claims

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

1.15. Safekeeping obligation

1.15.1. Any objects, belongings, assets or claims (property) of the Customer or a third party that come into the possession or under the control of the Bank shall be kept on record by the Bank in a separated, identifiable manner, at the cost and at the risk of the Customer or third party, unless a separate legal arrangement is in effect between the Bank and the Customer or third party in relation to such. If such a separate legal arrangement exists, the Bank shall primarily proceed in accordance with such arrangement. The Bank shall have a safekeeping obligation in respect of such property managed separately.

1.15.2. The Bank may claim its costs and expenses incurred in relation to such safekeeping, and may recover these, as well as its other claims against the Customer or third party, from the managed property.

2. Individual Services

2.1. Accounts

2.1.1. The Bank shall offer for its Customers, in the currencies quoted by it, the types of instant-access, savings and time-deposit accounts that are specified in the Announcement. Every Account opened and kept by the Bank shall bear the name of the Customer specified in the bank Account Contract and an account number, as a unique payment facility identifier.

2.1.2. The detailed rules for opening a Bank Account are set out in the General Terms and Conditions for Erste Retail Banking Services.

~~The Bank shall only open an Account for the Customer if the Customer submits, in accordance with the provisions of section 1.2 of these General Business Conditions, the documents necessary for identifying the Customer, prescribed by the applicable laws or otherwise required by the Bank.~~

~~2.1.3. The date of the opening of the Account shall be the same as the date of signature of the Contract by the Bank, provided that the Customer signed it simultaneously or did so previously. A condition for opening an Account may be the depositing on the Account of a minimum amount as specified in the Announcement List of Interest Rates and Charges, signing of the Contract, and submission of the documents requested by the Bank in connection with the identification of the Account Holder.~~

~~2.1.4. The Bank shall be entitled to request information from the Customer prior to opening an Account, including his/her marital status, or circumstances related to his/her business activity or employment, and if the Bank receives incomplete or unsatisfactory information, it shall be entitled, based on the assessment criteria at its own discretion, to refuse to open an account.~~

2.1.3. The Customer may determine individual limits for certain individual standing orders, in the context of which the Customer

- a) may, with a specified regularity, give an Order for the automatic transfer, with a specified regularity, of amounts in excess of a certain limit balance from the Account to the credit of a specified bank account, or
 - b) may, with a specified regularity, top up the balance of the Account to a specified limit from another Account.
- 2.1.4. This Service is available in the case of Current Accounts and Savings Accounts.
- 2.1.5. Current Accounts
- 2.1.5.1. The Customer may use his/her Current Account for performing payment transactions. The Customer's payment Orders that under the terms of the Contract may be submitted on the given type of Current Account shall be executed by the Bank. The Bank shall accept and execute payment Orders in order of receipt. In the case of several Orders of equal rank, if the balance of the Current Account is not sufficient for executing all the Orders, the Bank shall request the Customer to determine the order of execution, unless a law specifies a mandatory rule in respect of this order. If the Customer fails to determine the order of execution, the Bank shall disclaim any liability for the late execution of the Order.
- 2.1.5.2. The Bank shall be entitled to offer further types of current account, where the rates of interest payable on such, the Orders that may be executed to the debit or credit of the Current Account, the amount that must compulsorily be deposited on them in order to open an Overdraft Facility and/or the Current Account, the conditions of blocking, the rules on disposing over the Current Account and the other rules related to the Current Account shall be stated in the Announcement. In all other respects such Current Accounts shall be subject to the provisions of this chapter.
- 2.1.5.3. On the Current Account the Bank enables the execution of – inter alia – transfer orders, standing orders, direct debits, prompt collection orders and deposit-fixing orders.
- 2.1.6. Savings Accounts
- 2.1. 6.1. The Savings Account shall be subject to the same provisions as pertain to the Current Account with the difference that – with the exception of book-transfers made to a proprietary Payment Account – no payment Orders may be given to the debit of the Savings Account, no Overdraft Facility may linked to it, and no Bank Card may be associated with it.

2.1.6.2. Erste CélBetét (TargetDeposit) Savings Account

Opening of CélBetét Account

The opening of the Erste CélBetét Savings Account (hereinafter the 'CélBetét Account') may be initiated in writing, in person at a bank account, by telephone via TeleBank and via NetBank. An Account Holder(s) keeping a retail HUF bank account with the Bank may initiate the opening of a CélBetét Account. The CélBetét Account may be opened in the name of one or two Deposit Account Holder(s). Account Holders with a jointly held bank account may only initiate the opening of a CélBetét Account at a bank branch, in writing.

The CélBetét Account is a deposit account associated with the Deposit Account Holder's (Holders') retail HUF bank account kept with the Bank in

HUF for savings purposes and for an indefinite term, which the Bank opens and keeps in the name of one or two Deposit Account Holder(s) opening a CélBetét Account for the purpose of the placement and record-keeping of deposit savings. More than one CélBetét Account may be opened for one retail HUF bank account.

The right to give instructions regarding the CélBetét Account is the same as the right to give instructions regarding the retail HUF bank account which the CélBetét Account is linked to. No separate signature card is completed for the CélBetét Account; the signature card of the retail HUF bank account linked to the CélBetét Account is also valid for the CélBetét Account.

In the case of a jointly held HUF CélBetét Account opened in connection with a jointly held retail HUF bank account, the CélBetét Account and the deposit savings recorded on the CélBetét Account shall constitute the joint property of the two Deposit Account Holders in the proportion of their ownership share relating to their retail HUF bank account receivables linked to the CélBetét Account.

The rights of the Beneficiary (Beneficiaries) for the event of Death shall extend to deposit savings placed by the Deposit Account Holder(s) on the CélBetét Account in relation to a retail HUF bank account associated with the CélBetét Account identically with receivables recorded on the bank account.

Deposit placement, deposit withdrawal and interest

The Deposit Account Holder(s) may have amounts in HUF transferred from any of their retail HUF bank account(s) kept with the Bank to the CélBetét Account by a single or regular transfer order given at a bank account in writing, via TeleBank or NetBank or MobilBank (if an amount limit is set, up to the amount limit stated in the Announcement), which the Bank shall handle and keep a record of as a deposit on the CélBetét Account.

The Deposit Account Holder(s) may initiate the withdrawal of an amount from the CélBetét Account at any time in writing at a bank branch or via TeleBank or NetBank or MobilBank or by giving a transfer order to their bank account(s) kept with the Bank. No cash may be paid directly to or withdrawn directly from the CélBetét Account, and it is not possible to initiate regular loan repayment or payment orders other than transfer between sub-accounts from the deposit account.

No deposit tie-up order may be given for deposit amounts recorded on a CélBetét Account.

The Bank shall credit deposit interest at a rate stated in the Announcement, as in force, on the then-current balance of the CélBetét Account to the CélBetét Account at the due date specified in the Announcement. Interest paid shall be governed by the provisions of the Announcement.

Termination of CélBetét Account

The Deposit Account Holder(s) shall be entitled to terminate the deposit Account Contract(s) and deposit accounts opened and kept on the basis of it/them at any time by ordinary notice, with immediate effect, in writing, in person at the bank branch, or a Deposit Account Holder holding a single-holder CélBetét Account may do so via TeleBank, too. A jointly held

CélBetét Account may be terminated with the Deposit Account Holders' joint instruction.

The Bank shall transfer the deposit amount recorded on the CélBetét Account to the Deposit Account Holder's (Holder's) retail HUF bank account kept with the Bank and linked to the CélBetét Account on the day of initiation of the termination of the deposit account (receipt of the declaration of termination by the Bank).

If the balance on the CélBetét Account is zero, the deposit Account Contract will not be terminated.

The Bank shall be entitled to terminate the CélBetét Account Contract upon 15 days' ordinary notice, without stating reasons, in a written statement addressed to the Deposit Account Holder(s). In the event of a gross breach of Contract by the Deposit Account Holder(s), the Bank shall be entitled to give notice of extraordinary termination of the deposit Account Contract with immediate effect, in writing, providing reasons for it.

Upon the termination of the deposit Account Contract, the Bank shall transfer the deposit balance recorded on the CélBetét Account to the retail HUF bank account of the Account Holder(s) as Depositor(s) kept with the Bank.

The deposit Account Contract and the deposit account shall terminate without any legal act if the retail HUF bank Account Contract kept with the Bank by the Deposit Account Holder(s) and linked to the CélBetét Account is terminated for any reason.

Other provisions

The Bank shall generate a deposit account statement regarding the CélBetét Account and shall make it available to the Deposit Account Holder(s) in the manner specified in the retail HUF bank Account Contract linked to the CélBetét Account in the month when an amount was debited or credited to the deposit account.

The amount recorded on the CélBetét Account is insured, together with interest on it, by the National Deposit Insurance Fund.

2.1.6.3.ERSTE LONG-TERM SAVINGS DEPOSIT ACCOUNT

1. Special terms used in the case of the Erste Long-term Saving Deposit Account

Return on Term Deposit: Part over the amount paid by the Depositor to (deposited by him/her on) a Long-term Savings Deposit Account under a Long-term Investment Contract. On the basis of the Return on Term Deposit (deposit interest) paid on deposits recorded on a Long-term Savings Deposit Account, income is generated for the Account Holder.

Tied-up Amount: A payment made by the Depositor under a Long-Term Investment Contract to a Long-term Savings Deposit Account, in one sum or by instalments, where minimum HUF 25,000 shall be paid on the first occasion, in the accumulation period (1 January to 31 December in the calendar year), which the Depositor shall keep in a record of term deposits kept by the Bank, one for each long-term investment Contract, together with interest on it in at least three calendar years following the calendar year of payment to the account (hereinafter the 'three-year tie-up period') and, if the tie-up is

extended without interruption, in two additional calendar years (hereinafter the 'two-year tie-up period'; hereinafter the three- and two-year tie-up periods collectively the 'five-year tie-up period') even on the last day of the tie-up period undertaken by the Depositor.

Long-term Investment Contract: A deposit Contract made between the Bank and the Depositor, under which the Bank opens and keeps an Erste Long-Term Savings Deposit Account in the Depositor's name and in connection with his/her retail HUF bank account. With regard to this Contract, the Bank and the Depositor shall apply the tax rules applicable to income from long-term investment in accordance with Section 67/B of Act CXII of 1995 on personal income tax.

ERSTE Long-term Savings Deposit Account: A savings deposit account kept in HUF, opened by the Bank under the Long-Term Investment Contract for and in the name of the Depositor, linked to the Depositor's retail HUF bank account kept with the Bank, unsuitable for the execution of money transaction orders, which the Bank shall keep a record of the amount deposited by the Account Holder in the accumulation period and tied up in the tie-up period and of the return on the deposit (deposit interest), from which the Depositor may initiate deposit tie-ups in accordance with the present GTC and the Bank's Announcement.

Accumulation Period: The calendar year corresponding to the date of conclusion of a Long-Term Investment Contract (tax year) (1 January to 31 December), within which the Depositor may collect (deposit) his/her savings and as of the first day following the last day of which the tie-up period starts (a three- and a two-year period).

Tie-up Period: Under the Personal Income Tax Act, a three- and a two- year period following the accumulation year, during which the Bank shall keep a record of payments made (amounts credited) to the Erste Long-Term Savings Deposit Account in the accumulation year as long-term investment. In the case of a Long-Term Investment Contract concluded again after the five-year tie-up period, Erste may extend the record of long-term investments for another five-year tie-up period on the last day of the five-year tie-up period.

Depositor: A natural person who has a Hungarian tax identification number, keeps a retail HUF bank account with the Bank before the conclusion of the Contract and entering into a Long-Term Investment Contract with the Bank and who holds an Erste Long-Term Savings Deposit Account. The Erste Long-Term Savings Deposit Account may only have one Account Holder.

Conclusion of Long-term Investment Contract

A request for the conclusion of a Long-term Investment Contract may be initiated in person at the bank branch. Any natural person who has a Hungarian tax identification number and kept a retail HUF bank account with the Bank before the conclusion of the Contract may initiate the conclusion of a Long-Term Investment Contract. At the time of the conclusion of the Contract, in addition to his/her personal data specified in Section 3.1.1.1 of the GTC, the Depositor shall present his/her tax ID card and shall submit his/her tax identification number to the Bank as well as he/she shall provide his/her specimen signature for giving written instructions regarding the Erste

Long-Term Savings Deposit Account.

The Erste Long-Term Savings Deposit Account is a savings deposit account kept in HUF, linked to the Depositor's retail HUF bank account, which is opened and kept by the Bank in the name of an Account Holder entering into a Long-Term Investment Contract.

The Depositor may not grant the right to give instructions regarding the Erste Long-term Savings Deposit Account to third parties.

The Depositor may specify a Beneficiary for the event of his/her Death for the receivables recorded on the Erste Long-term Savings Deposit Account.

The Depositor may enter into a Long-Term Investment Contract in order to place a HUF bank deposit with the Bank within one calendar year. If the Depositor terminates the Long-Term Investment Contract during the accumulation period, he/she may not enter into another Long-Term Investment Contract with the Bank for the placement of interest-bearing bank deposits in the given calendar year.

The Depositor shall pay HUF 25,000 as a minimum opening amount by transfer from his/her bank account to the Erste Long-Term Savings Deposit Account when entering into the Contract, but not later than 15 days within the conclusion of the Contract. A Long-Term Investment Contract shall enter into force when the opening amount of minimum HUF 25,000 is credited to the Erste Long-Term Savings Deposit Account. If the opening amount was not paid (credited) to the Erste Long-term Savings Deposit Account within 15 days after the conclusion of the Contract, the Long-Term Investment Contract shall terminate on the 15th day following the date of conclusion of the Contract and the Bank shall terminate the Erste Long-Term Savings Deposit Account and shall transfer the amount, if any, on the Erste Long-term Savings Deposit Account back to the Depositor's bank account.

Collection of deposits in the accumulation period

Under the Long-Term Investment Contract, the Depositor may deposit amounts in HUF (if an amount limit is set, up until the amount limit stated in the Announcement) by transfer orders from his/her retail bank account on the Erste Long-Term Savings Deposit Account until the last day (31 December of the calendar year) of the accumulation period (tax year).

The Bank shall credit interest at a rate stated in the Announcement, as in force, on the then-current deposit balance paid to the Erste Long-Term Savings Deposit Account and not tied up, to the Erste Long-term Savings Deposit Account at the due date specified in the Announcement.

No partial amounts may be withdrawn from the amounts paid to the Erste Long-Term Savings Deposit Account during the accumulation period. If the Account Holder wishes to withdraw an amount placed on the Erste Long-Term Savings Deposit Account, it shall only be possible to withdraw the total amount by transferring it to the bank account; simultaneously, the Long-Term Investment Contract shall terminate.

The Depositor may tie up the amount accumulated on the Erste Long-Term Savings Deposit Account in the accumulation period by a deposit tie-up order. Deposits tied up in the accumulation period shall be governed by the

rules for tied-up deposits in the tie-up period.

Tie-up Period

After the expiry of the accumulation period, no additional payment (crediting with transfer between sub-accounts) may be initiated to the Erste Long-Term Savings Deposit Account. The three- and two-year (collectively the 'five-year') period starts from the first calendar day following the expiry of the accumulation period. In this period, the Bank shall keep a record of the deposits placed on the Account Holder's Erste Long-Term Savings Deposit Account in the accumulation period (tied-up amounts) and the deposit interest paid/credited to the deposit amount (Return on Term Deposit). The two-year tie-up period shall start on the first calendar day following the expiry of the three-year tie-up period.

The Account Holder may tie up the tied-up amount recorded on the Erste Long-Term Savings Deposit Account in the tie-up periods (three- and two-year period) by giving a tie-up order under the terms set out in the Bank's Announcement, as in force. Deposits tied up from the Erste Long-Term Savings Deposit Account shall be governed by the rules for deposits tied up from bank accounts. The Bank shall keep a record of deposits tied up from the Erste Long-Term Savings Deposit Account under a separate term deposit account number, and the term deposit accounts are associated with the Erste Long-Term Savings Deposit Account. If the deposit tied up from the Erste Long-Term Savings Deposit Account expires or the term deposit is terminated by the Depositor before the expiry of the tenor, the Bank shall transfer back the deposit amount from the term deposit account to the Erste Long-Term Savings Deposit Account after the termination of the term deposit.

The Bank shall credit the interest stated in the Announcement on the then-current deposit balance, recorded on the Erste Long-Term Savings Deposit Account and not tied up by a separate deposit tie-up order.

The Bank shall credit the deposit interest (return on the deposit) payable on deposits recorded on the Erste Long-Term Savings Deposit Account on the Erste Long-Term savings Deposit Account at the due date specified in the Announcement, without deducting any tax. The interest credited to the Erste Long-Term Savings Deposit Account shall increase the principal amount of the deposit (it is capitalised).

Before the last day of the three-year tie-up period and the two-year tie-up period, it is not possible to withdraw a partial amount from the Erste Long-Term Savings Deposit Account, only the withdrawal of the total tied-up amount, by transfer to the bank account, may be initiated.

On the last day of the three-year tie-up period, the Account Holder may decide whether to withdraw a partial amount from the tied-up amount or the whole tied-up amount by transfer to his/her bank account. If the whole tied-up amount is withdrawn, the Long-Term Investment Contract shall terminate.

If the whole or a part of the tied-up amount is withdrawn, the Bank shall establish the tax from the interest income credited to date in accordance with the tax legislation, as in force.

If the Account Holder did not request the interruption of the tie-up period on

the last day of the three-year tie-up period, the tie-up period will not be interrupted in respect of the tied-up amount of minimum HUF 25,000, not withdrawn from the Erste Long-Term Savings Deposit Account, and the tie-up period will be extended by an additional two-year tie-up period.

On the last day of the five-year tie-up period, the Long-Term Savings Contract shall terminate if the Depositor does not make a statement in writing on re-entering the Erste Long-Term Savings Deposit Account Contract by the expiry date of the five-year tie-up period. In this case, the amount on the Long-Term Savings Deposit Account shall be credited to the Depositor's bank account. The Contract may be re-entered at a bank branch. If the Depositor re-enters into the Contract before the expiry date of the five-year tie-up period, the Long-Term Investment Contract will not terminate, but will be extended by another five-year tie-up period on the last day of the five-year tie-up period. An amount tied up again on the Erste Long-Term Savings Deposit Account after the last day of the five-year tie-up period shall be deemed payment to the account; in this case, the three- and two-year tie-up period shall restart without a separate accumulation period as of the first calendar day following the expiry of the previous five-year tie-up period. Erste shall keep a record of the amounts tied up again as long-term investment for another five years concerning another five-year tie-up period starting on the last day of the five-year tie-up period.

Transfer of tied-up amounts

During the tie-up period, the Customer may transfer his/her amount to be tied up by terminating the long-term investment Contract but without interrupting the term deposit, to another investment service provider or credit institution.

Thus it is also possible that the Customer transfers his/her amount under a long-term investment Contract kept with another credit institution or investment service provider to the Erste Long-Term Savings Deposit Account. If the amount is transferred from the Bank, the Bank shall issue a certificate to the Customer and to the credit institution or investment service provider receiving the transfer. The date of transfer, the amount transferred, the tied-up amount and the year of starting the term deposit shall also be indicated in the certificate.

Other provisions

The Bank shall generate an account statement regarding the Erste Long-Term Savings Deposit Account and shall make it available to the Account Holder in the manner specified in the Long-Term Investment Contract in the month when an amount was debited or credited to the Erste Long-Term Savings Deposit Account. A deposit account statement shall be sent out with respect to deposits tied up from the Long-Term Savings Deposit Account.

The amount recorded on the Erste Long-Term Savings Deposit Account is insured, together with interest on it, by the National Deposit Insurance Fund.

The Account Holder may not terminate his/her retail bank account to which the Erste Long-Term Savings Deposit Account is linked during the term of the Long-Term Investment Contract.

The Account Holder may request the Erste TeleBank and Erste NetBank service in connection with the Erste Long-term Savings Deposit Account in order to query information and to give deposit tie-up orders.

Designation of a Beneficiary in the Case of Death

The Account Holder may provide that upon his/her death, the balance on the Erste Long-term Savings Deposit Account shall be repaid to the Beneficiary (Beneficiaries) specified by him/her. In this case, the Erste Long-term Savings Deposit Account does not belong to the Account Holder's estate, and the designated Beneficiary (Beneficiaries) may provide for them without a probate procedure.

The Account Holder may designate more than one Beneficiary, indicating their shares. If the Beneficiaries' shares have not been indicated, their shares shall be equal. Anyone (a Hungarian or foreign natural person) may be a Beneficiary; if the Beneficiary is a foreign national, he/she may give instructions regarding the amount in accordance with the foreign exchange legislation, as in force.

The Account Holder may withdraw his/her statement designating a Beneficiary and may alter the person of the Beneficiary (Beneficiaries) by making a new statement. As a result, the statement designating the previous Beneficiary shall cease to be in force.

In the event of the Account Holder's death, the Bank shall not provide any information directly to the heir(s) regarding the persons of the Beneficiaries designated for the Erste Long-Term Savings Deposit Account.

2.1.9. Time Deposits

2.1.9.1. The Customer shall be entitled to open a Time Deposit Account at any time provided that he/she deposits the minimum amount stated in the Announcement in cash, or, in the case of a Customer that already has a Current Account at the Bank, by transfer, as a Time Deposit at the Bank. The Customer may only fix a deposit in the same currency as that of the account to be debited.

2.1.9.2. The purpose of opening a Time Deposit is to fix the Customer's freely available funds in any of the currencies specified in the Announcement, for any of the periods specified therein, and in return for payment of the interest specified therein. During the term of the fixing, the Customer may not access to the amount of the Time Deposit, and may not submit payment Orders to the debit of this amount, and this amount may not be transferred to another Current, Savings or Deposit Account. At the Bank a Time Deposit placed on a given Working Day shall bear interest with effect from the day of the fixing. The interest shall be credited at the end of the term of the Time Deposit; the interest and the principal may be collected on the day of maturity.

2.1.9.3. In the case of an automatically-renewing (rolling) deposit, the Bank shall, based on the Customer's instruction and upon expiry of the term, re-fix the amount – depending

on the Customer's instructions, either the principal and the interest together, or just the principal – for the same period and at the rate of interest valid at the time of the repeat fixing. If the Customer has given such an instruction to the Bank, the Bank shall repeat the fixing upon expiry of each term until such time as the Customer gives an instruction to the contrary to the Bank. The Customer must specify the change to his/her fixing Order by the second Working Day preceding the expiry of the term at the latest.

- 2.1.9.4. If the Customer decides to withdraw the amount of the Time Deposit prior to the expiry of the term, the Bank shall pay the reduced rate of interest stated in the Announcement, or shall pay no interest at all. The Bank may render any withdrawal of the amount of the Time Deposit prior to maturity subject to prior notification.
- 2.1.9.4. In the case of a deposit tied up on a Long-Term Savings Deposit Account, the Depositor shall be entitled, through a written declaration set forth in a public document or in a private document providing full evidence, to have transferred – for the case of his/her death – the total prevailing Balance of the Deposit indicated by him/her to the Beneficiary (Beneficiaries) designated by him/her. ~~The Depositor is entitled, through a written declaration set forth in a notarised deed or in a private document of full probative force, to have transferred – upon his/her death – the total prevailing Coverage of the Deposit indicated by him/her to the Beneficiary (Beneficiaries) designated by him/her.~~ **In the case of deposits made from another account, no Beneficiary may be indicated separately for the event of Death with regard to the term deposit; the Beneficiary (Beneficiaries) indicated for the bank account shall also apply to deposits tied up from such bank account.** On the basis of the provision **for the event of death**, the Balance shall not constitute part of the estate; the Beneficiary (Beneficiaries) shall be entitled to give instructions regarding the Balance without any probate proceedings following certified confirmation of the Account Holder/Depositor's death (i.e. after presentation to the Bank of the notarised death certificate or the death certificate bearing an Apostille in accordance with the applicable legislation). The instructions of the Beneficiary (Beneficiaries) may only relate to the termination of the Bank Account/Deposit Contract and the breaking of the Deposit.
- 2.1.10. Interest tax
- 2.1.10.1. Based on the changes to Act CXVII of 1995 on personal income tax that came into force on 1 September 2006, the Bank, in accordance with the provisions of the Act, deducts interest tax from the interest income earned by its private Customers, subject to the Customer's tax domicile.
- 2.1.10.2. In respect of the deduction of interest tax, the person's tax domicile indicated in the Account Contract for each Account Holder shall apply. If there are Joint Account Holders, the interest tax base is divided among the Joint Account Holders in equal proportions, and then the interest tax is deducted proportionately, in accordance with the Account Holders' tax domicile.
- 2.1.10.3. The information on the tax regulations provided by the Bank may not be regarded as a comprehensive, official interpretation of the law, equivalent to the text of the law. The Customer, and the Customer alone, shall be responsible for familiarising him/herself with the content of the tax regulations and for the business decisions that he/she makes on the basis of them. The Bank assumes no liability for any damages

that may be incurred in the event that the authorities interpret the legal regulations on taxation differently from the information provided by the Bank.

2.2. Loan Contracts

If, by transferring the portfolio, the Customer transferred to Erste Bank wishes to conclude a new Loan Contract, he/she may do so in accordance with the GTC for Consumer and Lombard Credit.

2.2.1. The Bank shall only grant and make available to the Customer a credit or loan under the terms and conditions specified in the given Contract. The Bank shall decide whether to provide a loan based on a case-by-case assessment, involving an evaluation of the Account Holder's financial, legal and economic situation and, where applicable, the collateral that will be provided.

2.2.2. Conclusion of the loan Contract

2.2.2.1. Following the receipt of advance information provided by the Bank, the Customer shall make an offer to the Bank for the conclusion of the Contract by submitting to the Bank a Loan Application of the contents and form specified by the Bank. The Bank shall decide on whether to accept the offer of a Contract based on a credit assessment. The Customer shall remain bound by his/her offer, subject to the right of rescission and termination to which the Customer is entitled, until the Bank notifies him/her of the result of the credit assessment of the offer.

2.2.2.2. The Customer hereby accepts that if the offer does not meet the Bank's credit assessment criteria, the Bank may reject the offer and may refuse to enter into the Contract without giving an explanation. The Bank reserves the right not to conclude a Contract on the basis of an offer that is incomplete or incorrect, or forged or fake, or that contains obviously erroneous data, or that is not provided with the requisite appendices.

2.2.2.3. The Customer accepts that the Bank shall decide on whether to refuse to conclude a loan Contract, whether to reject the application in full or in part, whether to render the whole or a part of the disbursed Loan due, or whether to modify or terminate the Loan amount, in accordance with the terms defined in relation to such measures in the Contract.

2.2.2.4. The Bank accepts the Customer's offer by sending a written notice to the Account Holder regarding the conclusion of the Contract and the specific terms and conditions for its doing so.

2.2.3. Acceptance of an application of a different content

The Bank shall be entitled, in the course of the credit assessment, to accept the Account Holder's offer, but with a different content in respect of the amount and maturity of the Loan or as regards the conditions set forth in the List of Interest Rates and Charges. The Bank shall notify the Customer of such different conditions for acceptance. In such case, the Contract shall be concluded between the Parties if the Customer confirms that he/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 made in a manner not specified by the Bank, the Bank shall be entitled to reject the offer without providing an explanation.

~~2.2.4. Coming into force~~~~_____ The Loan Contract shall come into force on the day specified in the notice.~~~~2.2.5. Conditions Precedent~~~~_____ The Bank shall be entitled (i) to withhold any payable amount and/or (ii) depending on the situation, to suspend or to postpone any of its obligations set forth in the Contract, if any of the Conditions Precedent occurs. Conditions Precedent are any conditions in the event of the occurrence of which the Bank may terminate the Contract pertaining to the Loan with immediate effect. The Bank may, at its own discretion, waive the application of any of the Conditions Precedent. If the Account Holder fails to meet any of the Conditions Precedent within 15 days of the conclusion of the Contract, the Bank may rescind the Contract with immediate effect.~~

2.2.6. The loan fee

The Bank shall disclose all Bank Charges related to the Loan Contract in the List of Interest Rates and Charges which constitutes a part of the Contract. The Customer shall pay interest on the amount of the Loan.

2.2.7. Late payment

If the Customer fails to repay any of his/her debt when due, he/she shall pay default interest in respect of the amount past-due and in respect of the period past-due. If the interest falls due and the Customer fails to pay the interest, the Customer shall pay default interest on such interest until the interest is paid in full. The rates of interest and default interest are stated in the Announcement.

2.2.8. Material breach of Contract in the case of Loan Contracts

The Account Holder hereby accepts that, in addition to the cases defined in Section 1.9.3, the following shall also qualify as a material breach of Contract:

- a) all events upon the occurrence of which (in respect of all Contracts concluded on or after 15 March 2014), based on Article 524 paragraph (1) of the old Civil Code; or (in respect of all Contracts concluded on or after 15 March 2014 and all Contracts in respect of which the parties stipulate the application of the new Civil Code) based on Article 6:384 of the new Civil Code, it would be possible to refuse to hand over the amount of the loan; 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 all Contracts concluded on or after 15 March 2014 and all Contracts in respect of which the parties stipulate the application of the new Civil Code); or
- c) the Account Holder does not repay any amount that is due to the Bank on the basis of the Contract and fails to remedy such omission within 15 days of receipt of the Bank's written notice; or
- d) the Account Holder violates his/her obligation relating to the monthly payment and/or salary transfer or any other obligation existing under the Contract; or
- e) the Account Holder exceeds the authorised amount of the Overdraft Facility; or

- f) any material unfavourable change occurs in the Account Holder's financial situation and the Account Holder fails to provide an appropriate security despite the Bank's notice or is obviously unable to provide such; or
- g) the Debtor makes an erroneous or misleading declaration with respect to or in connection with the Contract or the Debtor misled the Bank by stating untrue facts or concealing data, or in any other way.

2.2.9. Overdraft Facility

2.2.9.1. The general rules pertaining to Loans shall apply to Overdraft Facilities, subject to the differences set out in this chapter.

2.2.9.2. Based on the application of the Account Holder, the Bank made a Citibank Overdraft Facility available on Current Accounts. As of the date of portfolio transfer, Overdraft Facilities for a Current Account may be applied for in accordance with the provisions of the GTC for Overdraft Facilities and Lombard Credit. The Bank shall establish the interest on the Overdraft Facility and the Bank Charges related thereto in the Announcement. The interest on the Overdraft Facility is calculated daily, based on the loan amount actually used, and assuming a 365-day year. The Account Holder may request a change in the amount of the Overdraft Facility made available to for him/her, in writing. The Bank shall provide the Overdraft Facility for the Account Holder in an amount and at a rate of interest that accords with its credit assessment criteria. ~~If the interest on the Overdraft Facility is tied to a Reference Interest Rate, the Bank shall regularly inform the Account Holder about any changes in the Reference Interest Rate in the form of an announcement posted on the Bank's website and in its branches.~~

2.2.9.3. Renewal

- a) At the same time as it approves the Overdraft Facility the Bank shall also determine the maturity date of the Overdraft Facility. Upon the maturity of the Overdraft Facility, if it is not renewed, the Customer shall repay the Bank all his/her outstanding debts, including the principal and the Bank Charges.
- b) The Bank shall, according to its assessment criteria, and at its sole discretion, renew the Overdraft Facility, the fee for which is determined in the Announcement. The Bank shall only notify the Account Holder on the matter of renewal in writing if the Overdraft Facility is not renewed, or if it is renewed under terms that are not the same as the previous terms.

2.2.9.4. Use of the Overdraft Facility

- a) The Overdraft Facility may only be drawn down from the Current Account, in such a way that, in addition to the freely available balance to be used as Sufficient Balance for the Orders given to the charge of the Current Account, the Bank adds the freely available (unused) amount of the Overdraft Facility to the amount of the Sufficient Balance.
- b) The Account Holder may only execute Orders up to the amount of the balance of his/her Current Account increased by the amount of the Overdraft Facility. The Overdraft Facility is of a revolving nature, that is, the amounts repaid from any credit drawn shall, once they have been credited on the Current Account, increase the amount of the Overdraft Facility.

- c) The Bank shall meet its notification obligation with respect to the use of the Overdraft Facility through the Account Statement. ~~except for Overdraft Facility interest that is tied to a Reference Interest Rate, in the case of which the Bank shall regularly inform the Account Holder about any changes in the Reference Rate in the form of an announcement posted on the Bank's website and in its branches.~~

2.2.9.5. Breaching of the Overdraft Facility limit

If the Account Holder exceeds the Overdraft Facility limit, he/she shall pay a higher rate of **fixed default** interest set in the Announcement for this event in respect of the amount by which the limit has been exceeded.

2.2.9.6. Automatically termination of Overdraft Facilities

The Bank reserves the right to automatically terminate Overdraft Facilities either having a term shorter than three months or that are repayable upon the repayment order of the Bank upon the occurrence of conditions referred in the Announcement without prior notification of the Customer. The Bank shall notify the Customer of the fact of the effective termination on paper or on some other Durable Data Carrier.

~~If a Customer that already has a forint Payment Account at the Bank submits a request for a change of fee package to the Basic Account, the Overdraft Facility shall automatically cease from the date on which the terms of the Basic Account fee package go into effect.~~

2.2.9.7. Rescission and termination of the Overdraft Facility Contract by the Customer

Customer may rescind the Overdraft Facility Contract within fourteen days from Contract conclusion by way of a written declaration addressed to the Bank, without having to give an explanation, if the Overdraft Facility has not yet been made available. The Customer may terminate the Overdraft Facility Contract within fourteen days from Contract conclusion by way of a written declaration addressed to the Bank, without having to give an explanation, if the Bank has not yet made the Overdraft Facility available for the Customer. The right to rescission or termination may be deemed to have been exercised within the deadline if the Customer mails to the Bank as a registered letter, or sends to it in some other certifiable manner in writing, his/her declaration to this effect, before the expiry of the deadline. Customer shall, promptly, but not later than within thirty days from the sending of his/her declaration on rescission or termination, repay the amount used from the overdraft limit and the interest on it that is due to the Bank under the Contract. Following the above deadline the Customer shall be entitled to terminate the Overdraft Facility Contract in accordance with the details set out in Section 1.9.2.1.

- 2.2.9.8. In case of unilateral amendment by the Bank, the termination by the Customer as referred in Section 1.8.1.6. is valid only if until the end of the termination notice period the Customer repays the outstanding loan amount and its instalments calculated until the actual repayment date.

2.2.10. ~~Deposit Loan~~

- 2.2.10.1. ~~With respect to Deposit Loans, the general rules pertaining to Loans and the rules pertaining to Overdraft Facilities shall apply, with the differences set forth in this chapter.~~

- ~~2.2.10.2. An Account Holder that has certain types of Deposits may request the Bank to make a Deposit Loan available for him/her up to a certain extent, specified in the Announcement, of the amount, specified in the course of the application, of his/her Deposit, in such manner that the Account Holder pledges the amount of the Time Deposit for the Bank as collateral to secure the Deposit Loan.~~
- ~~2.2.10.3. If the Account Holder satisfies the Bank's assessment criteria, the Bank shall make the Deposit Loan available to the Account Holder simultaneously with the blocking of the Time Deposit as collateral. The Bank shall sent notification to the Account Holder about this via CitiPhone Banking.~~
- ~~2.2.10.4. Through the Deposit Loan application the Account Holder accepts that the amount, specified in the application, of the Time Deposit shall serve as collateral for the amount of any loan that may be drawn down based on the Deposit Loan. The Account Holder, through the application, hereby accepts and accepts that the maturity date of the loan drawn down from the Deposit Loan shall be the same as the maturity date of the Time Deposit. If the Account Holder wishes to withdraw the Time Deposit at any time prior to the expiry of the term of the Deposit Loan, then at the time of withdrawal of the Time Deposit all loans drawn down from the Deposit Loan shall automatically expire and fall due. The Account Holder authorises the Bank to deduct the amount of all such debt from the amount of the Time Deposit, unless the Account Holder repays his/her due debt.~~
- ~~2.2.10.5. The Bank calculates the interest on the loan on the basis of a 365-day year, and charges the interest at the value date falling on the last Working Day of each month, or if the loan falls due and expires, or the Account Holder withdraws the Time Deposit during the course of the month, the interest shall fall due upon maturity or upon the withdrawal of the Time Deposit.~~
- ~~2.2.10.6. The Bank shall charge and may debit to the Account Holder the application fee specified in the Announcement With the above application for a credit line to be made available for him/her, the Account Holder authorises the Bank to debit any of his/her accounts kept at the Bank with the drawdown fee.~~
- ~~2.2.10.7. In case of unilateral amendment by the Bank, the termination by the Customer as referred in section 1.8.1.6. is valid only if until the end of the termination notice period the Customer repays the outstanding loan amount and its instalments calculated until the actual repayment date.~~
- 2.3. Other Services
- 2.3.1. Cheques
- 2.3.1.1. The Bank accepts cheques or other payment instruments in excess of the limit specified in the Announcement for collection, and credits the value of such cheques to the Account after the value of the cheques has been credited to the Bank's account. The Bank does not accept cheques issued to the name of a third party.
- 2.3.1.2. If the Bank credits the value of the cheque submitted by the Customer on the Account (buys the cheque), it shall be entitled to re-debit the amounts credited to the Account and the interest and charges thereon and/or to demand that the Customer pay the appropriate amount if the cheque is not paid, payment is revoked or the cheque is cancelled.

2.3.1.3. At the Customer's request, the Bank may issue bank cheques from a Current Account in accordance with conditions set forth in the List of Interest Rates and Charges.

2.3.2. Premium Savings

2.3.2.1. Premium Savings is a non capital-guaranteed savings product that does not qualify as a deposit, which, depending on the change in the exchange rate between a currency pair, offers the possibility of achieving interest that is higher than the interest paid on deposits.

2.3.2.2. Definitions

With respect to Premium Deposits, in this chapter the following terms shall apply:

Offer: means financial information of an exclusively indicative nature, not expressing any intent to conclude a Contract, of legally non-binding effect, and not qualifying as an offer under the Civil code, which is determined and published by the Bank, generally on each Bank Working Day, pertaining to the individual Premium Savings products, and to the detailed terms and conditions thereof. The Bank reserves the right to elaborate Offers with different content for each sales channel.

Base Currency: the currency quoted by the Bank and specified in advance in the given Offer, in which the given Premium Savings are placed.

Alternative Currency: the currency quoted by the Bank and specified in advance in the given Offer, into which the Bank, in accordance with these conditions and the conditions defined in the Account Opening Order, converts the Principal and the Premium Savings Interest on the Maturity Date from the Base Currency, based on the Conversion Rate, and in which it keeps a record of such thereafter.

Observation Date: the calendar day, during the Term, on which the Bank takes into the account the Reference Rate pertaining to such day for the purpose of conversion into the Alternative Currency.

Conversion Rate: the currency conversion rate which is selected by the Account Holder in the Account Opening Order from among the possible values thereof specified in the Offer (assuming that the Bank does actually specify more than one possible Conversion Rate in the Offer), and (i) which, through comparing it to the value of the Reference Rate, will provide a basis for repayment in the Base Currency or conversion into the Alternative Currency, and (ii) which may be applied by the Bank on the Maturity Date to actually convert the Principal and the Premium Savings Interest specified in the Base Currency into the Alternative Currency, in compliance with the terms and conditions specified in this Agreement, the Account Opening Order and the Confirmation of Account Opening Order.

Difference: the Difference — which can be specified by the Account Holder via certain sales channels — between the Spot FX rate and the Conversion Rate, and is expressed as either a negative or positive number, or as zero. A negative Spread increases the risk of conversion, but is associated with a higher interest rate. A positive Spread, on the other hand, reduces the risk of a possible conversion, but the interest rate associated with it is lower.

Maturity Date: the expiry date of the Term of the given Premium Savings Product.

Value Date: the first day of the term of the Premium Savings product.

Term: the tenor of the specific Premium Savings product determined in the Offer in advance, which represents the entire up period between the Value Date and the Maturity Date.

Start Time: means, in respect of the given Bank Working Day, the time that is defined as such in the given Offer, following which, up to the Closing Time, it is possible for an Account Opening Order to be given.

Minimum Principal: means the Principal which the given Offer defines as such, and which for the purpose of the given Premium Savings facility is the smallest cash amount that may be placed.

Market Rate: means the FX sell and buy rate officially quoted and appropriately announced by the Bank on the given Bank Working Day for retail Customers.

Premium Savings: the amount kept on the Premium Savings Account.

Premium Savings Interest: means, in respect of the given Premium Savings product, the interest calculated on the basis of the Premium Savings Interest Rate determined in the Offer in advance, the amount of which, reduced by the extent of the interest tax payable in accordance with the statutory regulations effective at the time of payment, is paid by the Bank to the Account Holder on the Maturity Date of the Premium Savings product, together with the Principal, in the Base Currency.

Premium Savings Interest Rate: means the pre-fixed interest rate defined as such in the Offer in respect of the Base Currency, taken into account when calculating the Premium Savings Interest.

Premium Savings Account: the sub-accounts linked to the bank account managed for the Account Holder, on which the Bank manages the individual Premium Savings products.

Reference Rate: means the foreign exchange rate specified in the Offer in advance, between the Base and the Alternative Currency, and regularly established by a well-known and accepted market-maker – such as the European Central Bank – which pertains to the Observation Date, and the value of which, relative to the Conversion Rate, determines the payout in the Base Currency and the conversion to the Alternative Currency.

Account Opening Order: means an order given by the Account Holder in writing or by way of a recorded telephone line or via Citibank Online Internet banking to Citibank with respect to the Premium Savings facility and to the management thereof in accordance with the terms and conditions of the Offer.

Confirmation of Account Opening Order: a written document constituting an integral part of the Contract and given by the Bank to the Account Holder for the purpose of confirming the execution of the Account Opening Order and stipulating other conditions applicable to the given Premium Savings facility.

Principal: means the amount deposited on the Account Holder's Premium Savings Account, in the given facility, at the time it is opened.

Closing Time: means, in respect of the given Bank Working Day, the time that is defined as such in the given Offer, prior to which, from the Start Time, it is possible for an Account Opening Order to be given.

2.3.2.3. Object and preconditions of the Premium Savings product

- a) Based on the individual Offers and the Account Opening Orders of the Account Holder, the Account Holder places Premium Savings deposit(s) at the Bank, while the Bank agrees to repay the amount of the Premium Savings Principal thus deposited, plus the Premium Savings Interest, to the Account Holder on the Maturity Date. Based on the individual Account Opening Orders of the Account Holder the Bank shall open Premium Savings Accounts and on these it shall manage for the Account Holder the Premium Savings deposited thereon by the Account Holder.
- b) The income originating from the interest shall be subject to interest tax in accordance with the effective provisions of Hungarian law. In the event of interest payment, the Account Holder shall be entitled to the amount of the interest, less the interest tax, calculated in the Base Currency at the National Bank of Hungary mid-rate applicable at the time of conversion, that is, to the Premium Savings Interest.
- c) A precondition for the use of the Premium Savings facility is that the Account Holder have an appropriate risk-bearing capacity and appetite as ascertained by the Bank based on an appropriately completed suitability and appropriateness test, as well as the requisite knowledge and experience relating to the product. Joint preconditions for giving an Account Opening Order are, furthermore, as follows:
 - i) the Account Holder should have a retail current account managed for it by the Bank, as well as a bank account managed in both the Base and the Alternative Currency; and
 - ii) the Account Holder should, in respect of the given Premium Savings facility, have the Minimum Principal determined in advance in the Offer.
- d) the submission of an Account Opening Order via a recorded telephone line or the Citibank Online Internet banking system is only permitted for an Account Holder or Proxy who has already submitted at least once Account Opening Order in writing, and who is not a USA-domiciled person. Further prerequisites for submitting an Account Opening Order via the Citibank Online Internet banking system, in addition to the aforementioned conditions, are that (i) the result of the suitability and appropriateness tests of the Account Holder/Authorised Person be at least "IR 2", and that (ii) the country of residence and the country of tax domicile stated in respect of the Account Holder/Authorised Person be one and the same.

2.3.2.4. Conclusion of the individual Contracts related to the individual Premium Savings deposits

- a) The Offer given by the Bank shall include the following in respect of each Premium Savings facility: Minimum Principal, Base and Alternative Currency, Reference Rate, possible (selectable) Conversion Rates, Premium Savings Interest Rate, Term. The Bank expressly stipulates that the Offers are only of an indicative nature, do not express any intent to conclude a contract, and have no legally binding force with respect to the Bank (that is, they do not qualify as an offer under the Civil Code).
- b) The Account Holder may freely decide whether or not to give an Account Opening Order to the Bank in respect of the given Premium Savings facility. An Account Opening Order of the Account Holder given by the Account Holder to the Bank in respect of the given Premium Savings facility shall qualify as an offer of legally binding effect on the Account Holder, to which the Account Holder shall remain bound

until such time as the Bank notifies him/her of its acceptance or its rejection of the Account Opening Order. An Account Opening Order may only be placed during the period between the Start and the Closing Time specified as such in the given Offer.

- c) The Bank shall decide on whether to accept the Account Opening Order at its own discretion. The Account Opening Order authorises, but does not oblige, the Bank to open a Premium Savings Account for the Account Holder.
- d) If the Bank accepts the Account Opening Order, it shall confirm the opening of the Premium Savings Account and the management of the Principal as a Premium Savings deposit to the Account Holder in the Confirmation of Account Opening Order. The Parties shall expressly agree on the Minimum Principal (if any), the Basic and Alternative Currencies, the Reference Rate, the Conversion Rate, the Term (value date and Maturity Date), the Difference between spot price and conversion rate and the Premium Savings Interest Rate pertaining to the individual Premium Savings deposits, the form and mode of which shall be the Account Opening Order and the Confirmation of Account Opening Order, based on which the individual Contract pertaining to the given Premium Savings deposit shall be made.
- e) Every Premium Savings deposit shall be of a specified (one-time) duration, which shall expire at the end of the Term, that is, on the Maturity Date.

2.3.2.5. Interest on the Premium Savings facility, and repayment

- a) The Bank shall, in the Offer, provide detailed information to the Account Holder on the Reference Rate, the Premium Savings Interest Rate and the method of calculating the Premium Savings Interest, which conditions shall, in respect of the given Premium Savings deposit, be recorded in the Account Opening Order and the Confirmation of Account Opening Order.
- b) In a given Premium Savings facility, the different Conversion Rates that may be selected by the Account Holder based on the Offer are associated with different Premium Savings Interest Rates, such that a more risky Conversion Rate is linked to a higher Premium Savings Interest Rate.
- c) On the Observation Date the Bank compares the Conversion Rate and the Reference Rate. If the Base Currency is weaker or of the same value relative to the Alternative Currency at the Reference Rate, the Bank shall, on the Maturity Date, repay the Principal and the Premium Savings Interest to the Account Holder in the Base Currency. If, however, the Base Currency is stronger relative to the Alternative Currency at the Reference Rate, then on the Maturity Date the Bank shall convert the Principal and the Premium Savings Interest, at the Conversion Rate, from the Base Currency to the Alternative Currency, and following the conversion it shall repay the Principal to the Account Holder in the Alternative Currency. Any changes in (the values of) the Reference Rate that have occurred prior to the Observation Date shall be ignored for the purpose of conversion to the Alternative Currency.
- d) On each occasion the Principal and the Premium Savings Interest shall be paid through the crediting by the Bank of the combined amount thereof — without conversion, in the Base Currency, or after conversion, in the Alternative Currency — to the Account Holder's Account kept by the Bank in the same currency, on the Maturity Date.

~~e) The Account Holder shall, on the Maturity Date, in all cases be entitled to receive the nominal amount of the entire Principal and Premium Savings Interest specified in the Base Currency, which, depending on the performance of the Reference Rate, may be converted at the Conversion Rate to the Alternative Currency prior to being made available to the Account Holder. In view of the fact, however, that the Conversion Rate selected by the Account Holder and determined in advance and the Market Rate may differ on the Maturity Date, the Account Holder may incur a loss, since the combined amount of the Principal and the Premium Savings Interest converted to, and repaid to the Account Holder in, the Alternative Currency will be less, after its re-conversion to the Base Currency at the Market Rate prevailing on the Maturity Date, than the Principal that was deposited on the Value Date.~~

~~2.3.2.6. Termination of an already opened Premium Savings deposit by the Account Holder~~

~~a) An opened (processed) Premium Savings facility may only be terminated prior to the Maturity Date based on the express written statement of the Account Holder, and only in respect of the entire Principal.~~

~~b) In the event of the termination of the Premium Savings deposit prior to the Maturity Date, the Account Holder shall pay (i) the fees to which the Bank is entitled and its fees that are due by reason of the termination; (ii) the additional costs that have been unavoidably incurred by the Bank in the interest of the termination of the Premium Savings deposit, and (iii) those losses that have been sustained in connection with the settlement of the outstanding obligations or the assumption of obligations. The Bank shall inform the Account Holder of the extent of such fee in advance, in the Offer pertaining to the given Premium Savings facility.~~

~~c) In the event that the Premium Savings deposit is terminated prior to the Maturity Date the Bank shall not undertake, even in part, a guarantee in respect of the Premium Savings Interest, in view of the fact that in such case the Account Holder may lose the whole, or a significant portion, of the Premium Savings Interest. However, even in this case, the entire amount of the Principal shall be repaid by the Bank to the Account Holder, in the Base Currency, unless the Account Holder fails to Contractually pay to the Bank the fees and charges incurred in connection with the termination, in which event the Bank shall offset its due receivables against the Principal payable to the Account Holder.~~

~~2.3.2.7. Automatic termination of the Premium Savings Account and the Premium Savings~~

~~— If a Customer that already has a forint Payment Account at the Bank submits a request for a change of fee package to the Basic Account, the Premium Savings Account and the Premium Savings shall automatically terminate from the date on which the terms of the Basic Account fee package go into effect.~~

~~2.3.2.7. Risk disclosure~~

~~— The conditions of the Premium Savings facility differ significantly from the typical conditions of Time Deposit facilities, and carry the following additional risks:~~

~~a) General product risk: The special characteristics of, and risks associated with, the Premium Savings Account require that the Bank assess in detail the risks related to the product. Based on these risks, the product is rated P2 (that is "LOW") on a scale ranging from P1-P6. Beyond an assessment of general product risk, it must obtain assurance that the product is appropriate in light of the Account Holder's individual~~

risk-bearing capacity. For this reason it is necessary for a Suitability and Appropriateness Test to be conducted.

- b) Credit risk: The Bank and the Bank alone is responsible for the repayment of the funds deposited in the context of the Premium Savings Account Opening Order. The Account Holder therefore assumes the entire credit risk of the Bank.
- c) Conversion risk: On the Observation Date the Bank compares the Conversion Rate and the Reference Rate. If the Base Currency is weaker or of the same value relative to the Alternative Currency at the Reference Rate, the Bank shall, on the Maturity Date, repay the Principal and the Premium Savings Interest to the Account Holder in the Base Currency. If, however, the Base Currency is stronger relative to the Alternative Currency at the Reference Rate, then on the Maturity Date the Bank shall convert the Principal and the Premium Savings Interest, at the Conversion Rate, from the Base Currency to the Alternative Currency, and following the conversion it shall repay the Principal to the Account Holder in the Alternative Currency. Any changes in (the values of) the Reference Rate that have occurred prior to the Observation Date shall be ignored for the purpose of conversion to the Alternative Currency. Due to the foregoing it may be that, due to changes in the effective market rate, the amount of the Principal and the Premium Savings Interest expressed in the Base Currency is, on the Maturity Date, lower than the amount of the Principal deposited in the Base Currency.
- d) Foreign exchange risk: The Premium Savings deposit is exposed to currency risk. The amount of the Principal and Premium Savings Interest, expressed in the local currency, may be lower on the Maturity Date than the amount of the Premium Savings on the Value Date, even if the Principal and the Premium Interest are paid out in the Base Currency.
- e) Interest rate risk: An increase in interest rates or inflation during the term will reduce the return on the product. An interest rate increase means unrealised profit, while a rise in inflation reduces the interest in real terms.
- f) Risk of termination prior to maturity: In the event of the termination of the Premium Savings deposit prior to the Maturity Date (1) the Bank shall not undertake, even in part, a guarantee in respect of the Premium Savings Interest, in view of the fact that in such case the Account Holder may lose the whole, or a significant portion, of the Premium Savings Interest, (2) the Account Holder shall be obliged to pay (i) the fees to which the Bank is entitled and its fees that are due by reason of the termination; (ii) the additional costs unavoidably incurred by the Bank in connection with the termination of the Premium Savings Deposit, and (iii) the losses sustained in connection with the settlement of existing commitments or with undertaken commitments. The Bank shall inform the Account Holder of the rate of such costs in the Offer pertaining to the given Premium Savings. The minimum fee for termination prior to maturity shall be 3%; however, the fee shall depend on the market conditions prevailing at the time, and may be anything up to 25% of the amount fixed.
- g) Event risk: The conditions of the Premium Savings product may change as a result of certain events, including a termination of the source of pricing, suspension of trading, or changes in the tax regulations.

~~h) Options risk: The price of options is affected by several factors prior to their maturity, including the volatility of the underlying products, changes in interest rates, and the remaining time to maturity.~~

2.3.2. Other Services

2.3.2.1. Emergency services without a Bank Card

If the embossed Bank Card is blocked, the Card Holder may initiate emergency Cash Withdrawal and/or the issue of a temporary Emergency Bank Card instead of his/her blocked Bank Card, collectively referred to as the use of emergency services abroad, typically, for example, if during his/her stay abroad, his/her Bank Card was lost or stolen or if it was withdrawn by an ATM and the Card Holder did not receive it back from the operator of the equipment and the card was blocked.

The Card Holder may report his/her request for making an emergency withdrawal of an amount or its intent to use an Emergency Bank Card only to the International Card Organisations corresponding to the emblem of the blocked Bank Card, that is, in the case of the VISA International Card Organisation, on the telephone numbers available and under the conditions set out at the www.visa.com website, while in the case of the MasterCard International Card Organisation, on the telephone numbers available and under the conditions set out at the www.mastercard.com website, in English, German, Spanish, French and Italian.

The emergency services may be used as follows:

- only outside the territory of Hungary;**
- after the Bank Card has been blocked;**
- there is no other valid Bank Card issued by the Bank for the Card Holder of the Account Holder concerned;**

If any of the conditions is not fulfilled, the Bank may reject the request for emergency services.

The Bank shall charge the Account Holder the fees specified in the Announcement for the use of the emergency services.

Emergency Cash Withdrawal

Emergency Cash Withdrawal may take place only at an Merchant specified by the International Card Organisation in the official currency of the country where the cash is withdrawn, on which the Card Holder shall consult the given Card Organisation. The Card Holder may withdraw the requested amount at the selected Merchant. The Bank shall debit such amount to the Bank Account. The amount withdrawn as cash shall not exceed the maximum amount of cash that may be withdrawn, as stated in the Announcement. The Card Organisation shall inform the Card Holder about the conditions of cash payment at the selected Merchant.

Issue and receipt of emergency Bank Card

In the case of embossed Visa Bank Cards and embossed MasterCard Bank Cards, the Bank shall place a VISA Classic and a MasterCard Standard, respectively, Bank Card at the Card Holder's disposal as a Bank Card replaced with urgency (hereinafter the 'Emergency Bank Card').

If the intent to use an Emergency Bank Card is notified to an International Card Organisation, the Bank shall initiate the temporary issue of an Emergency Bank Card on the basis of the information received from the International Card Organisation, which will be delivered not in person but will be sent by the relevant International Card Organisation via an international courier service to the person of the Card Holder to a mailing address outside Hungary verified during the Customer's identity check specified below.

The Emergency Bank Card shall be produced with the same limit settings as the blocked Bank Card, and the name featuring on the blocked Bank Card will be stated on it. No PIN Code is linked to the Emergency Bank Card. It is not possible to provide a PIN Code for using it. The Account Holder hereby accepts that considering the fact that no PIN Code belongs to the Emergency Bank Card, its use shall require the Card Holder's signature on the certificate produced after purchase.

The Emergency Bank Card is issued directly by the relevant International Card Organisation, therefore, the Bank's liability shall extend until the delivery of the card data required for the issue of the Emergency Bank Card to the International Card Organisation, with the proviso that the Bank shall not be responsible for carrying out the delivery of the Emergency Bank Card to the Card Holder. The Bank shall forward the card data to the Card Organisation on a form used for this purpose, by fax. The Bank shall be exempted from liability if it proves that it acted as regards the delivery of the card data to the International Card Organisation in a way that would normally be expected.

The Emergency Bank Card may be used only abroad and only for purchase, and the Bank shall automatically block the Emergency Bank Card free of charge on the 30th day from the date of application (in the case of a non-Bank Working Day, on the following Bank Working Day). After blocking, it may no longer be used.

The Card Holder hereby accepts that if the Emergency Bank Card is used in Hungary, the Bank may refuse the given transaction and shall be entitled to immediately block the Emergency Bank Card. The Bank shall not be liable for any detriment that may arise from blocking in such a case.

If the Card Holder arrives in Hungary, he/she shall hand over the Emergency Bank Card issued to him/her to the Bank forthwith after his/her arrival at home. In this case, the Bank shall block the Emergency Bank Card upon delivery if it has not been blocked previously. The Card Holder shall proceed in the same way with an expired Emergency Bank Card.

Emergency Customer identification

During the Customer's identity check, it is ascertained that the Bank is indeed in contact with the Card Holder, then it is discussed to which foreign mailing address the International Card Organisation should send the Emergency Bank

Card to the Card Holder and, in the event of an emergency Cash Withdrawal, it is discussed at which Merchant the amount will be received.

The Customer's identity can be successfully checked and the mailing address or Merchant chosen by the Card Holder can be successfully agreed on with one of the following solutions:

– The Card Holder shall determine at which foreign mailing address he/she wishes to receive the Emergency Bank Card or at which Merchant it wishes to receive the cash him/herself in a free format letter via the NetBank service used from the Bank.

– The Card Holder shall orally specify at which foreign mailing address he/she wishes to receive the Emergency Bank Card or at which Merchant he/she wishes to receive the cash via the TeleBank service used from the Bank, after using both the TeleBank Customer Identifier and the TeleBank TPIN Code.

The Card Holder identified in another manner according to the Bank's then-current practice shall provide, beyond any doubt, credible proof for the Bank orally of the foreign mailing address at which he/she wishes to receive the Emergency Bank Card or the Merchant at which he/she wishes to receive the cash.

2.3.2.2. ERSTE PRIVATE BANKING, PREMIUM BANKING, ERSTE WORLD SERVICES

After the portfolio transfer, Citi Select Customers are deemed Erste Private Banking Customers; Citi Priority Customers, Erste Premium Customers; and Citi Gold Customers, Erste World Customers.

The Bank and Erste Investment Zrt. shall ensure that the financial and investment services specified for Erste Private Banking, Erste Premium Banking and Erste World Customers in their joint Announcements (Private Banking Announcement, Erste Premium Announcement and Erste World Announcement) are provided to the respective Customers under the Private Banking, Premium Banking or Erste World terms and conditions.

The Bank is the broker of Erste Investment Zrt. in terms of investment and supplementary investment services, and Erste Investment Zrt. is the Bank's high-priority broker in terms of financial and supplementary financial services.

2.3.2.2.1. ERSTE PRIVATE BANKING

Erste Private Banking Customers may use the Private Banking account-keeping, savings and other financial and investment services specified in the joint Private Banking Announcement and the other relevant Announcements and Lists of Terms and Conditions of the Bank and Erste Investment Zrt. under the conditions and terms of Contract specified in the Private Banking Announcements, framework Contracts relating to services and other agreements.

- Under a relevant separate agreement, Private Banking Customers may also give orders for payments and other financial services specified in the Private Banking Announcement at the Bank by way of a so-called Erste Private Banking recorded telephone conversation and fax outside the TeleBank system.

– Conversion service provided under an individual rate agreement

Private Banking Customers may initiate the conclusion of a so-called Individual Rate Agreement aimed at spot or value date conversion between his/her Private Banking Accounts with a request for quotation for an Individual Rate other than the rate quoted according to the Bank's List of Exchange Rates (real-time bank rate individually quoted by the Bank, taking into account market rate movements, for the Private Banking Customer for the purpose of requests for quotation) between his/her Private Banking Bank Accounts in the currencies published in the Private Banking Announcement by telephone with his/her Private Banker within the business hours published in the Private Banking Announcement.

The Private Banking Announcement contains the currency pairs in respect of which conversion orders may be given at Individual Rates to Private Banking Customers by way of a recorded Private Banking telephone conversation with their Private Banker.

At the Private Banking Customer's request for conversion at an Individual Rate, the Bank shall make an offer to the Private Banking Customer for quoting an Individual Rate valid for a limited time and the execution of a conversion order at such Individual Rate. If the Private Banking Customer accepts the Bank's offer in its oral statement made by telephone, an Individual Rate Agreement shall be concluded between the Bank and the Private Banking Customer, under which the Bank shall execute the Private Banking Customer's conversion order at the Individual Rate quoted as per the Bank's offer accepted by the Private Banking Customer, subject to the provisions of the Individual Rate Agreement, the present GTC and the Bank's Private Banking Announcement. A limited period (maximum 30 seconds) shall be available for the acceptance of the offer by the Private Banking Customer. The Bank shall no longer be bound by its offer after this period, and in this case the Individual Rate quoted by the Bank is to be considered one for information purposes and the Individual Rate Agreement shall not be concluded. Acceptance of the offer by the Private Banking Customer shall be deemed approval of the conversion order. The conversion order shall be deemed received when the Private Banking Customer accepts the offer.

For the execution of conversion orders at an Individual Rate, the Private Banking Customer shall provide sufficient balance before the execution of the Order, at the value date of payment, by the time specified in the Announcement. If the sufficient balance required for payment is not available at the value date of payment, the Bank shall queue the conversion order with insufficient balance until the end of the first working day following the value date of payment. If, due to insufficient balance, payment is made on the first working day after the value date of the Order, the value date shall be the date of payment instead of the originally specified value date. If the Private Banking Customer does not provide sufficient balance required for payment on the Private Banking Bank Account to be debited not later than by the deadline set for queuing, the Bank shall reject the conversion order.

The Bank shall execute the conversion order at the Individual Rate specified in the order, in accordance with foreign exchange conversion, in such a way that it shall debit and credit the amount to the Private Banking Bank Accounts concerned at the value date. The details of the conversion order under the Individual Rate Agreement laid down by telephone with the Private Banker (direction of

transaction, amount of foreign exchange, value date, individual exchange rate, and account numbers to be debited and credited) shall be included in the account statement of the Private Banking Bank Account, which shall be considered the confirmation of the conversion order executed under the Individual Rate Agreement. If the Bank fails to execute the conversion order under the Individual Rate Agreement due to the lack of sufficient balance required for payment, the Bank shall notify the Private Banking Customer of the rejection of execution.

The Bank reserves the right to suspend the conversion service for quoting Individual Rates if, in the Bank's opinion, the liquidity of the interbank foreign exchange, capital and money markets does not allow the provision of the service.

The terms of the conversion services provided under the Individual Rate Agreements but not regulated in the present GTC (including, in particular, the specification of currency pairs and business hours) shall be governed by the provisions of the Private Banking Announcement.

2.3.3.2.2. ERSTE PREMIUM BANKING

– Erste Premium Banking Customers may use the Premium Banking account-keeping, savings and other financial and investment services specified in the joint Erste Premium Services Announcement and other relevant Announcements and Lists of Terms and Conditions of the Bank and Erste Investment Zrt. under the conditions and terms of Contract specified in the Erste Premium Service Announcements, the framework Contracts relating to services and other agreements.

– Premium Banking Customers may also give orders relating to the payment and other financial services under the Premium Bank Account Framework Contract, during its term, specified in the relevant chapter of the present GTS relating to TeleBank and SMS Services to the Bank by telephone with the Premium Banker.

2.3.2.2.3. ERSTE WORLD

– Erste World Customers may use the Erste World account-keeping, savings and other financial and investment services specified in the joint Erste World Announcement and other relevant Announcements and Lists of Terms and Conditions of the Bank and Erste Investment Zrt. under the conditions and terms of Contract specified in the Announcements, the framework Contracts relating to services and other agreements.

Unless otherwise agreed, the Bank shall open an independently held bank account for its Erste World Customers under an Account-keeping Service Framework Contract.

– Under a relevant separate agreement, Erste World Customers may also give orders for payment and other financial services specified in the Announcement at the Bank by way of the so-called Erste World Banking recorded telephone conversation and fax outside the TeleBank system.

– Erste World Customers may use conversion services provided under the Individual Rate Agreement as detailed in Section 2.3.3.1.

3. The date of entering into force of these General Business Conditions:

~~The Premium deposit related modifications of these General Terms of Business come into force as of 1 October 2016, the basic account related sections come into force as of 15 October 2016, modified Sections of 1.4.3.5., 1.4.4.2., come into force as of 2nd December 2016. any other modifications of these General Terms of Business come into force as of 2nd December 2016.~~

The effective date of these General Business Conditions is 4 April, 2017.

Budapest, 1 October 2016

ERSTE BANK HUNGARY ZRT.