

## **Business Regulations**

### **1. General**

#### **1.1. Effect**

1.1.1. These Business Regulations and their annexes (hereinafter together: Business Regulations) and the special contractual conditions pertaining to individual financial services and supplementary financial services (e.g. the general conditions of lending) serve as the basis for the legal relationships between Commerzbank Zártkörűen Működő Részvénytársaság (operating license number: State Bank Supervisory Authority operating license no. 20/1993, dated: 26 May 1993; hereinafter: Bank) and its Customers (hereinafter together: Parties).

1.1.2. For the purpose of applying these Business Regulations, Customers are defined as those legal entities with whom the Bank concludes a contract for the provision of financial services, supplementary financial services, investment services or supplementary investment services, or any other agreement that falls within the scope of its activities, including persons providing collateral in favour of the Bank (e.g. surety, debtor in-rem (pledgor), assignors, provider (obligor) of a collateral deposit).

1.1.3. In the case of any discrepancies, firstly the provisions of the individual contract concluded with the Customer, secondarily the special contractual conditions relating to the individual financial services and supplementary financial services, and after this the provisions of the Business Regulations shall prevail. With respect to matters not regulated in these Business Regulations, the effective statutory provisions are applicable.

1.1.4. The general contractual conditions of the investment service activity and the supplementary investment service activity are contained in separate business regulations.

#### **1.2. Acceptance**

The Bank and the Customer stipulate that these Business Regulations and the special contractual conditions relating to the individual financial services and supplementary financial services shall apply in respect of their current and future business relations – after the latest effective Business Regulations are made available – at the time of account opening or upon the conclusion of another contract – and in certain cases by acting in a manner that is indicative of acceptance. Accordingly, for example, if the Bank executes the Customer's transfer order in the absence of sufficient funds coverage, the authorised account overdraft shall be subject to the general contractual conditions pertaining to lending activity.

**With reference to Article 205/B (2) of the Civil Code and GK 37, ank expressly calls the Customer's attention to the sections of the Business Regulations that are set in bold type.**

The Bank shall display the Business Regulations and the individual special contractual conditions in an accessible location in the customer service area as well as on its internet site at [www.commerzbank.hu](http://www.commerzbank.hu) and shall provide a copy thereof free of charge upon request.

### 1.3. Amendment of the Business Regulations

#### 1.3.1 Bilateral amendment of the Business Regulations

Parties may modify the Business Regulations at any time with mutual consent including the list of conditions and other annexes specified in section 1.4 as well as the individual special contractual conditions. **Parties agree that the Bank may also propose an amendment of the Business Regulations by displaying it on its website and reminding the Customer thereof on the account statement or in any other postal consignment. Parties expressly agree that the Customer may accept the proposed amendment by acting in a manner that is indicative of such intent. Acting in a manner that is indicative of such intention is, for example, if the Customer issues an order to the Bank after five working days following the announcement of the proposed amendment and he or she has not rejected the proposed amendment. Another example of acceptance by acting in a manner that is indicative of such intention is if the Customer does not reject the proposed amendment within a month after it is announced (tacit acceptance).** In this case the amendment shall take effect on the day following the last day of the deadline by which the proposed amendment may be rejected.

#### 1.3.2. The Bank's right of unilateral amendment

Parties agree that the Bank is entitled to modify unilaterally the Business Regulations, including the list of conditions and other annexes specified in section 1.4 together with the special contractual conditions, within the scope permitted by the effective statutory regulations. Interests, fees and costs may be modified unilaterally, in compliance with the provisions of Govt. Decree 275/2010. (XII.15.) in the case of credit and loan contracts concluded with consumers, and financial leasing contracts, if the conditions specified in the "List of Causes," which constitutes an annex to the Business Regulations, change.

If the Customer is classed as a consumer, the unilateral contract amendment shall take effect on the sixty-first day of its announcement (posting), and in the case of other customers on the sixteenth day. The Bank shall send to the customers by mail the announcement and other data required by the statutory regulations, shall display a printed copy thereof in the customer service area and shall publish it on its website. **The Customer shall also consider the announcement to have been delivered directly if the Bank calls the Customer's attention to the amendment on the account statement or in any other postal correspondence.**

The Customer, if the unilateral amendment by the Bank contains a provision more detrimental for him or her than before, shall be entitled to terminate the contract free of charge prior to the going into effect of the amendment.

### 1.3.3. Amendments not intended by the Parties

**Parties agree that if the statutory regulations require that a specific provision be incorporated in the Business Regulations or in any special contractual condition, the Bank shall amend the given general contractual condition in accordance with such statutory regulation. This amendment shall take effect between the Parties in accordance with the relevant statutory regulation or, in the absence thereof, at a date reasonably determined by the Bank. If possible, the Bank shall, in order to ensure easier handling, attempt to incorporate the obligatory provision into the Business Regulations in the form of a separate annex thereto.**

### 1.4. List of conditions

The list of conditions constituting an annex to the Business Regulations contains the standard interests, fees and costs charged by the Bank which shall apply if the contracts concluded between the Customer and the Bank do not otherwise regulate such interests, fees and costs. The Bank shall display a printed copy of the list of conditions in the customer service area and shall publish it on its website.

### 1.5. Applicable law and competent court

The business relationship between the Customer and the Bank shall be governed by Hungarian law. This choice of governing law shall also apply to the legal successors of the Parties. In the event of a dispute arising from the business relationship, the Parties stipulate the competence of the court with jurisdiction as per the Bank's registered seat at the given time. Should such stipulation be invalid, the Parties agree on the exclusive authority of the Buda Central District Court or the Fejér County Court, depending on jurisdiction.

## 2. Representation

2.1. Unless the law stipulates otherwise, the Bank shall accept orders only from the Customer or his/her representative. The Customer may designate a representative on a form made available by the Bank. If the Customer submits a new form to the Bank, the Bank, in the absence of provisions to the contrary, shall understand this as a replacement of a previous authorisation (authorisations) by a new authorisation (authorisations). The Customer may designate an authorised signatory as well as authorised joint signatories from among his/her representatives. The Bank does not accept any other restriction on the right of representation (e.g. stipulating a maximum limit).

**2.2.** The Customer may authorise his/her representative to conclude a particular business deal in a notarised deed or in a private deed bearing full probative force. The deed must include, in a manner that excludes all doubt, the extent and temporal effect of the authorisation. Representatives shall be authorised to act vis-à-vis the Bank in accordance with Hungarian law.

**2.3.** The Bank always has the right to verify the authorisation and the identity of a representative. The Bank shall consider the persons who have been reported to the Bank as authorised representatives of the Customers to be the Customer's lawful representatives until such time as it receives a written notice of cancellation or modification of the right of representation. This rule shall also apply if the termination or modification of the right of representation is registered in a public and notarised register (e.g. companies register). If the authorisation is terminated upon the Customer's death, the Bank in good faith may consider the authorisation valid until the Bank is notified of the Customer's death through the presentation of the relevant deed.

### **3. The Customer's death and incapacitation**

In the event of the Customer's death, the Bank shall disclose any bank secret pertaining to the Customer only upon the request of the relevant notary or court.

An heir may have disposal over the assets of the testator that are deposited at the Bank only on the basis of a legally binding grant or probate or an enforceable court ruling. Should an account have more than one holder, then the death of one account holder does not alter the existing representation right of the other account holder. If a foreign authority is entitled to certify that the inheritance may be claimed, the Bank shall be entitled to request proof of such right by submitting an endorsed copy of the deed that is required by the applicable law. Upon the Bank's request, a certified Hungarian translation of the foreign documents must be submitted. The Bank may in good faith consider the Customer to be in possession of his/her capacities until the limited or full incapacitation of the Customer is proven in a notarised deed.

### **4. Announcements and notices**

#### **4.1. Presumed delivery**

**The written notices by Bank or the Customer that are duly sent to the other party's address, indicated in writing by the other party, by registered mail, with confirmation of delivery and with postage paid shall be considered to have been disclosed to the other party and delivered on the 8th (eighth) day after mailing for the purposes of Article 214 (1) of the Civil Code even if the consignment could not be delivered for any reason or the addressee did not obtain knowledge thereof. Parties shall designate a person (representative) who is authorised to accept mail and is permanently available at the Parties' respective addresses, and the absence of such person may not be cited by**

**the party at fault as an excuse. Furthermore, a statement that is not forwarded by mail shall be considered to have been delivered if the addressee refused to accept the consignment and this is certified by two persons by signing the minutes taken of the refusal. A Bank employee may also serve as signatory to the minutes.**

## 4.2. The Customer's obligation to provide information

The Customer shall notify the Bank in writing of any fact or change that is necessary for the satisfaction of the Bank's statutory obligations (e.g. identification of the beneficial owner, prevention of money laundering) or the due performance of a transaction immediately but no later than within 5 days after the change and, upon the Bank's request, shall certify these by presenting the relevant deeds to the Bank.

Any change in the name, address, company name, registered seat, corporate form or beneficial owner must especially be reported.

## 5. Notarisation of agreements

Upon the Bank's request, Customer shall, at his/her own cost, set forth the agreements that are concluded with the Bank or the unilateral declarations made by him/her (e.g. debt acknowledgment) in a notarised deed, in a form to which an enforcement clause may be added, and which contains the provisions of the original deed without any changes.

## 6. Costs

### 6.1. Amount and enforcement of costs

**If the services provided by the Bank are not specified in the list of conditions and the Parties have not agreed on them in advance, the Bank shall establish the price for them through fair consideration.** If in such cases the Customer does not agree with the amount established, and does not come to an agreement with the Bank, he/she shall enforce his/her objections through legal avenues.

The Customer shall bear all costs if the Bank acts upon his/her instructions or in his/her presumed interest (these may, for example, include the costs of a long-distance call or postage costs). The Bank is entitled to debit the due interests, default interests, fees and costs from the Customer's account.

### 6.2. Exchange rates

The Bank is entitled to determine cash exchange and foreign exchange rates in accordance with its own regulations. In the case of home-purpose credit and loan contracts, and financial leasing contracts, in the course of determining the exchange rate all the provisions of the effective statutory provisions that do not

permit deviation must be followed, on the understanding that the Bank shall settle with the consumer at its own mid exchange rate.

### 6.3. Default interest

If the debtor fails to make a repayment or payment on the due date, the Bank shall be entitled to default interest in the amount specified in the list of conditions, or in the absence thereof, to an amount equal to the default interest that may be legally charged in the country of the currency in which the debt is denominated.

In the case of home-purpose credit and loan contracts, and financial leasing contracts, the cogent statutory provisions relating to default interest must be applied.

## 7. Offsetting, place of performance, date of performance

7.1.1. The Bank may enforce its due claims by offsetting them against any claims that the Customer may have against it (e.g. the positive balance on the Customer's account). Parties stipulate that making a declaration in respect of offsetting is not compulsory, and that the actual occurrence of offsetting shall be equivalent to such declaration. If the amounts to be offset are established in a foreign currency, the Bank shall convert such amounts at the FX buy rate quoted by it on the due date.

**7.1.2. Customer acknowledges and agrees that he/she may offset his/her homogeneous and overdue claim against the Bank only if the claim is not contested by the Bank, or if it has been established in a legally binding court ruling.** This restriction does not apply to Customers who are classed as consumers.

7.2. Both the Customer's and the Bank's obligations shall be performed at the Bank's headquarters, or if the contract with the Customer was concluded at another Bank site or branch, then at these premises. In the event that the Bank's site or branch ceases to exist, the Bank shall designate a new place of performance.

7.3. Customer's payment obligation vis-à-vis the Bank shall be satisfied when the Bank receives unlimited disposal over the amount demanded by it.

Bank's payment obligation vis-à-vis the Customer shall be satisfied when the amount is credited to the Customer's account managed by the Bank.

7.4. Payments and transfers to the Customer at the Bank shall be credited by the Bank no later than on the value date specified in the effective statutory regulations.

## 8. Bank secrets, bank information, personal data, data handover

**8.1.** Bank shall keep bank secrets, within the scope specified by law, confidential in accordance with the effective statutory regulations. Customer may exempt Bank from its confidentiality obligation, and does so in accordance with the provisions of these Business Regulations.

**8.2.** Unless the Customer expressly excludes this, Bank shall be entitled, upon the request of other banks or of other persons or organisations in a relationship with the Customer, to provide information about the Customer, of a general nature, that does not qualify as a bank secret (bank information).

**8.3.1.** Bank shall only handle the Customer's personal data in such scope and for such time as is necessary for the provision of its services. The duration of the data handling may not exceed one year following the expiry of the limitation period of enforceable claims resulting from the legal relationship between the Bank and the Customer, or any longer period prescribed by law. Customer acknowledges that the Bank, in the interest of executing the Customer's orders and performing the tasks related to this, may forward the Customer's data to third parties both in Hungary and abroad.

**8.3.2.** In view of the fact that the Bank is a member of the Commerzbank Group, which is based in Germany, **Customer expressly grants consent for the Bank to hand over, in addition to the full range of information classified as bank secrets, the Customer's personal data to other members of the bank group with registered offices in the European Economic Area, or to organisations performing outsourced activities for the Bank.** The purposes of the data handover are accounting, group-level risk management, the preparation of statistics and reports, generation of account statements, protection against fraud, ensuring compliance with the effective regulations (e.g. capital adequacy), fulfilment of contractual rights and obligations, and the enforcement and sale of claims. The Bank guarantees the level of protection of bank secrets and personal data afforded under the Hungarian statutory provisions, even in the case of such data handover.

**8.4.** The Bank shall provide information to the Customer about the data that must or can be provided to the Central Credit Information System (KHR) in accordance with the effective statutory regulations in the annex of its Business Regulations.

## 9. Limit of the Bank's liability

9.1. In the course of performing its obligations, Bank shall be liable for the actionable conduct of its employees and all other persons who are commissioned by the Bank to assist in the performance of its obligations.

9.2. If the Customer and/or a third person was involved in causing the damage (e.g. in the event of a failure to give notification as specified in section 4.2), the Bank's, the Customer's and/or the third person's liability must be ascertained on the basis of the principle of allocating liability for damage.

9.3. Bank shall not be liable for damage caused by "force majeure", in other words, for an event that falls outside the Parties' scope of control that occurred after the conclusion of the contract and hinders the reasonable performance of the contract in a manner that would normally be expected in the given situation, if it is not attributable to the Parties and cannot be foreseen. Such events include, but are not limited to, war, fire, flood, impassability of roads for any reason or any other natural disaster, measures by the authorities at home or abroad, or an interruption of electricity supply or communication.

**9.4. If, as part of the business relationship, the Bank has an obligation to examine documents and/or signatures, it shall not be liable for any damage arising from accepting or forwarding false or falsified documents that could not be recognised as such even with the due care that may be expected from the Bank.**

## 10. Orders

### 10.1. Content of the order

The content of the order must be clear. The order shall contain all data that is necessary for the performance of the order. Any modification, confirmation or repetition must be indicated separately. Written orders must be signed in a corporate manner or by the person(s) reported to the Bank as being authorised representatives.

Parties expressly agree that **Customer shall bear all associated risks if the order given by it is unclear and/or incomplete.**

Upon Bank's request, Customer shall submit certain orders (e.g. letter of credit opening, provision of a surety/guarantee) in writing, and in particular cases on a form requested by the Bank.

Customer shall specifically remind the Bank if an order must be executed at a particular time or in departure from normal banking practice (e.g. immediately).



## 10.2. Forwarding of orders

If the order – in accordance with its content – is an order that is generally dealt with by way of the Bank's commissioning a third party to see to its further processing (e.g. international transfers, purchase of securities abroad), the Bank shall perform the order by forwarding it to a third person at the Customer's cost. In such cases the **Bank's responsibility is limited to the careful selection of the third person and providing it with appropriate instructions.**

## 10.3. Orders given via telecommunication devices

Bank is not obliged, but is entitled, to request confirmation at the Customer's cost of orders that were submitted to the Bank via telecommunication devices prior to executing such orders. If the Bank confirms the orders that were submitted via telecommunication devices and there is a discrepancy between the order and the confirmation of the order, Customer shall immediately report this to the Bank. Parties expressly agree that **if the Customer fails to object (submit a complaint) immediately, he/she shall accept the execution based on the content of the confirmation.** This provision does not diminish the rights of the Parties to contest the respective representations made by them.

The Bank executes orders received by telephone, fax or e-mail only in accordance with a separate agreement concluded with the Customer.

## 10.4. Executing orders

If the Customer did not issue separate instructions in respect of the execution of the order, Bank shall execute the orders with the presumed interests of the Customer in mind, in accordance with usual banking practice. Unless the law stipulates otherwise and if it is technically possible, Customer is entitled to determine the order of executing the orders.

## 10.5. Orders subject to authorisation

The Bank executes orders that are subject to official authorisation only upon the presentation by the Customer of the necessary official authorisation.

## 10.6. Refusal to execute an order

Bank may refuse to execute orders that require the debiting of the Customer's account, that fulfil all the formal requirements and that are lawfully executable, if at the time of execution there is an insufficient positive balance on the Customer's account, or if the execution of the order exceeds the limit of the current account overdraft agreed upon with the Customer. The Bank shall notify the Customer of the rejection of the order.

## 10.7. Handling defective transfer orders

In the event that the amounts received on the Customer's account managed by the Bank cannot be credited due to an error in the (sub)account number, the Bank reserves the right to credit such amounts – for a correction fee – to the Customer's (sub)account denominated in the currency of the amount to be credited, or in the absence thereof, to the Customer's account kept in forint.

# 11. Bank account

## 11.1. Opening a bank account

In order to open an account, those certificates and documents must be submitted that are stipulated by law, are requested by the Bank and serve for the identification of the Customer and/or any other person who is entitled to dispose over the account, and the Bank's form used for account opening must be fully completed.

## 11.2. Joint accounts

Customers may also open an account jointly. When opening the account, the account holders must specify in writing whether they will have joint or separate disposal over the account. The separate right of disposal may be withdrawn by any account holder, at which point disposal over the account becomes joint.

**Any notice sent by the Bank to one of the account holders shall also apply to the other account**

Text effective as of 21 December 2010

**holder.**

### 11.3. Bank's debiting right, cancellation booking

Bank has the right to debit its due claims from any of the Customer's accounts where not prohibited by the effective statutory regulations. Thus the Bank is also entitled to correct erroneous booking items.

### 11.4. Account statement, account closing statement, account reconciliation statement

Bank shall notify the Customer in the form of an account statement of all credit and debit entries, and of the balance of the bank account. In addition, the Customer shall receive a monthly or quarterly statement that contains the due interest of the past months or quarter, the account management charges and the new balance of the account (account closing statement).

**The Customer must carefully examine the account statement, the account closing statement and the account reconciliation statement. Unless the Customer raises an objection, in writing, with respect to the content of the account closing statement within 15 calendar days after it is sent, it shall be deemed to have been accepted by the Customer. Objections that are submitted after this time shall not be accepted. If the account statement, account closing statement or account reconciliation statement is not received at the time expected by the Customer, Customer shall immediately notify the Bank. Customer shall also be obliged to notify the Bank if other notices expected by the Customer fail to arrive.**

### 11.5. Cancellation and ordinary termination of the account contract

The account contract may be terminated with mutual consent at any time. Either party may terminate the account contract with a 30 calendar-day, or in the case of a Customer classified as a consumer a two-month, notice period.

### 11.6. Immediate termination

Bank may terminate the account contract with immediate effect if:

- the Customer's actions seriously violate the principles of good faith and integrity, especially if the Customer misleads or attempts to mislead the Bank by providing false data; or
- the Customer violates the obligation of cooperation, especially if the Customer fails to comply with his/her obligation to provide and/or strengthen collateral or the obligation to provide important data (e.g. obligation to report a new address); or
- the Customer's liquidation has been ordered, or a foreclosure proceeding has commenced against the Customer; or

- the Customer is in serious breach of contract (especially if he/she fails to satisfy his/her payment obligation or withdraws the collateral provided to the Bank) and therefore the Bank, after careful deliberation, decides it can no longer be expected to cooperate with the Customer.

## 11.7. Effect of the termination

**The termination of the account contract shall mean the termination of all other contracts concluded in the framework of the business relationship.**

In the event of ordinary termination by the Bank, the Bank may specify the existing obligations (e.g. guarantees, letters of credit) to which the termination does not apply.

Claims shall fall due as soon as the termination takes effect. **If the Bank undertook an obligation towards a third party upon the request of the Customer (e.g. guarantee, letter of credit), the Customer shall provide to the Bank a collateral deposit equal to the commitment (principal and related income as well as costs) or shall ensure that the third person exempts the Bank from its obligation existing towards the third person. Bank is entitled to deduct from the balance of the terminated account or from any of its debts outstanding towards the Customer the amount of the commitment undertaken by the Bank and to retain the deducted amount as a collateral deposit until the commitment is terminated.**

## 12. Collateral

### 12.1. Obligation to provide collateral

Bank may request the provision or the strengthening of bank collateral (such as a chattel or real estate mortgage, or surety) in order to cover all of its claims arising from the banking relationship with the Customer. This rule also applies when the claims to be secured are tied to certain conditions or are not yet due. The Bank may enforce its requirement in respect of the provision of collateral or the strengthening of collateral by an extent such that, and until such time as, the amount attainable from the sale of the collaterals (sale value) equals, in the Bank's estimation, the total value of the claims. Bank shall provide adequate time, on a case-by-case basis, for the provision or strengthening of collateral.

If the sale value considerably exceeds the total value of the Bank's claims and not only temporarily, Customer is entitled to demand the release of collateral from the Bank in the amount of the excess collateral. The Bank is entitled to decide which collateral should be released.

### 12.2. Agreement on the collateral deposit opened in the Bank's favour

**In accordance with Customer's intent and these Business Regulations, Customer's current and future bank account claims against the Bank and other financial instruments, as well as those of Customer's securities that have come or will come into the Bank's possession, shall be deemed a collateral deposit for the Bank's claims against the Customer. This collateral deposit shall serve to**

**secure all of the Bank's current, future and contingent claims that exist or will exist against the Customer on the basis of a banking activity.**

### 12.3. Management of collaterals

Bank is entitled to check the collateral or have it checked until its claims are satisfied in full. Bank is always entitled to obtain information regarding the management of collateral and its latest value. Furthermore, the Bank is entitled to view the collateral on site without advance notice and to check its latest value. In order to do so, the Bank may use the services of a third person.

### 12.4. Sale of collaterals

If the Customer fails to satisfy his/her obligations when due, Bank shall be entitled to enforce its rights arising from the collaterals and to sell the collaterals.

If the collateral is not in the possession of the Bank, Customer, upon the Bank's request, shall transfer to the Bank the mortgaged possessions together with their official licences and documentation within 8 calendar days.

The Bank shall determine which collateral will be sold, and in what order and in what manner, after careful deliberation.

The revenue from the sale shall first cover the costs of the sale, then the payment of interest, and finally the settlement of the principal debt. The remaining amount shall be credited to the Customer's account.

### 12.5. Costs

Customer shall bear the costs of the provision, maintenance, handling, sale and release of collateral and the enforcement of claims related to the collateral.

## 13. The Bank's records

In respect of the amount and due date of debts of the Customer and of third parties that are obliged parties in respect of the rights that secure the Customer's current and future debts towards the Bank, the Bank's records shall prevail. Providing counter-evidence against the Bank's records is permitted.

The notarised statement of facts prepared on the basis of the accounts kept at the Bank, and of the Bank's receipts, registers and business books, shall serve as notarised proof of the outstanding principal, related costs and other debt that exist as a result of the legal transactions specified in the notarised deed that is prepared on the basis of the contracts concluded with the Bank. The amount of the debt related to such legal transaction(s), also in the event of the initiation of enforcement proceedings, shall be certified by a notary in the above-mentioned manner. The Customer shall have an opportunity to present counter-evidence against the above-mentioned statement of facts outside of the enforcement proceeding, in a separate action.

## **14. Annexes**

These Business Regulations constitute an integral whole together with their annexes. For the purpose of the legal relationship between the Parties, it is of no significance whether a provision is included in the core text of the Business Regulations or in any one of its annexes.

## **15. Outsourcing**

The Bank, in accordance with Article 13/A (1) of the Credit Institutions Act, may outsource activities related to its credit-institution financial service or supplementary financial service activity, or such activity as it is required to carry out by law, which involves data management, data processing or data storage, while complying with the data protection provisions. The activities outsourced by the Bank and the names of the companies that carry out the activities are contained in an annex to the Business Regulations. Parties agree that they shall not consider any modification of the scope of the outsourced activities and the persons carrying out the outsourced activity as a change that is detrimental to the Customer.

**Commerzbank Zrt. hereby informs its customers that it has adopted the code of ethical conduct towards customers of financial institutions that provide credit services to consumers.**

Annexes

## **Annex 1**

### LIST OF CONDITIONS

Our latest effective lists of conditions are displayed in our branches and are available for download at the following link:

<https://www.commerzbank.hu/hu/metanavigation/uzletszabalyzat.htm>

## Annex 2

### INFORMATION ON THE CENTRAL CREDIT INFORMATION SYSTEM

In accordance with the provisions of Act CXII of 1996 ("Credit Institutions Act"), the Bank provides information to the central credit information system (KHR) for the purpose of debtor registration, with the content and under the conditions specified in the statutory regulations. In the event that the events specified in section 1) and 3) occur, the customer data – as specified below – must be forwarded by the Bank, and thus the data of relevant Customers are entered into the KHR system (previous commonly known name: BAR list).

1) The Bank makes available to BISZ Zrt., which manages the KHR, the data specified in the Credit Institutions Act of natural persons who:

a) fail to comply with their contractual payment obligations in such a manner that the amount of their overdue and unpaid debt exceeds the lowest amount of the monthly minimum wage effective at the time of the delay and this delay, which exceeds the minimum wage, is continuously outstanding for more than 90 days – in this case the data specified in section 2) a) – b) will be provided;

b) provide false data when initiating contract conclusion or use a false or falsified document – in this case the data specified in section 2) a) and c) will be provided;

c) after a report concerning a cash equivalent payment instrument to the effect that they lost the electronic payment instrument or the personal identification code that is required for the use of the electronic payment instrument or other code or any other similar identification data was obtained by an unauthorised third party perform a payment transaction with the registered payment instrument – in which case the data specified in section 2) a) and d) will be provided;

d) use without authorisation the personal identification or other code or another identification data of another person when using the cash equivalent payment instrument – in which case the data specified in section 2) a) and d) will be provided;

e) are found by the court, in a legally binding ruling, to have committed a criminal act related to the use of a cash equivalent payment instrument as defined in Article 313/C of Act IV of 1978 (Fraudulent use of a cash equivalent payment instrument) – in which case the data specified in section 2) a) and d) will be provided.

2) The Bank shall provide to the KHR the following data of natural persons:

a) name, name at birth, date and place of birth, mother's name at birth, number of identification document, address, and correspondence address;



b) type and identification (number) of the contract pertaining to the service specified in Article 3 paragraphs (1) b)-c) and e)-f) of the Credit Institutions Act, the date of contract conclusion/expiry/termination, the contract amount and currency, the date when the conditions specified in section 1) a) occurred, the amount of outstanding and unpaid debt at the time when the conditions specified in section 1) a) occurred, the manner and date of the termination of the overdue and unpaid debt, assignment of the claim to another reference data provider, note indicating legal action;

c) data pertaining to the initiation of the contract related to the service specified in Article 3 paragraphs (1) b)-c) and e)-f): the date and reason for the rejection of the application, documentary proof, note indicating legal action;

d) data related to the use of a cash equivalent payment instrument: type and number of the cash equivalent payment instrument, date of blocking, date/number/amount of the transactions performed with a blocked cash equivalent payment instrument, the number of unauthorised users and the damage caused amount, the date on which the court resolution became legally binding, note indicating legal action.

3) In the case of companies, the Bank shall provide to the KHR the following:

a) data related to the companies' contract for the financial service specified in the Credit Institutions Act and determined in section 4) a)-b), as well as the data of the companies

b) companies on whose payment account orders of more than one million forints have been queued continuously for a period of more than 30 days due to insufficient funds – in this case the data specified in section 4) a) and c) will be provided;

c) companies that have violated their obligation undertaken in a contract for the acceptance of a cash equivalent payment instrument and therefore the bank has terminated or suspended its contract for the acceptance of a cash equivalent payment instrument – in this case the data specified in section 4) a) and d) will be provided.

4) The Bank provides the following data of companies to the KHR:

a) Identification data: company name, name, registered seat, company registration number or sole trader's registration number, tax number;

b) Data related to the contract for the service specified in Article 3 paragraphs (1) b)-c) and e)-f) of the Credit Institutions Act: contract type and identification number, date of contract conclusion/expiry/termination, contract amount and currency, due date and amount of overdue and unpaid debt, date and manner of termination of the overdue and unpaid debt, assignment of the claim to another reference data provider, note indicating legal action;

c) Data related to payment accounts on which queued claims are recorded: contract identification (number), number of payment account, date of contract conclusion/expiry/termination, amount and currency of queued claims, start and end date of queuing of the claims, note indicating legal action;

d) Data pertaining to a contract related to the acceptance of a cash equivalent payment instrument: date of contract conclusion/termination/expiry/suspension, note indicating legal action.

5) The KHR shall manage and keep a record of the reference data in the case specified in section 1) a) for 5 years after the Customer's debt is paid, in the case specified in sections 1) b)–e) and 3) c) for 5 years after the data are handed over, in the case specified in section 3) b) for 5 years after the queuing of claims is terminated, and in the case specified in section 3) a) for 5 years after the termination of the contract.

6) In the course of providing data to the KHR the Bank shall proceed in accordance with the provisions of the Credit Institutions Act, and shall assure, through the Bank's intermediation, that everyone may exercise their right to inspect the data registered on them. In accordance with the Credit Institutions Act, any data request is free of charge once a year, and beyond this, the person requesting data shall pay the Bank a cost reimbursement as specified by BISZ Zrt. for each additional data request.

7) Persons who are registered in the KHR whose data has been transferred to KHR by the Bank may raise an objection with the Bank or BISZ Zrt, which manages the KHR, against the transfer of their reference data to the KHR or its management by BISZ Zrt. in the KHR, and may request the correction or deletion of the reference data. The Bank shall investigate the objection within 15 days of its receipt and shall notify the registered person of the result of the investigation in writing immediately but no later than within two days. If the Bank accepts the objection, it shall hand over to BISZ Zrt, which manages the KHR, the corrected reference data or the reference data to be deleted immediately but no later than within two working days.

8) The registered person may file a claim in relation to the handover and handling of his/her reference data, or with the purpose of the correction or deletion thereof, against the reference data provider and BISZ Zrt, which manages the KHR, within 30 days of the handover of the notice specified in section 7). The statement of claim shall be filed with the local court that has competence at the residence or seat of the registered person or shall be posted by registered mail.

The registered person shall be entitled to file a claim even if the Bank or BISZ Zrt, which manages the KHR, has failed to satisfy its obligation to provide information as specified in Article 130/J (4) or 130/K (4) of the Credit Institutions Act.

9) We hereby inform you that after the reference data is handed over to the KHR, the financial institution managing the KHR may hand over the reference data to other reference data service providers as well for the purpose specified in Article 130/A (4) of the Credit Institutions Act.

The terms used in this annex shall have the same meaning as that ascribed to them in the Credit Institutions Act.

## Annex 3

### LIST OF OUTSOURCED ACTIVITIES

Outsourced activity	Entity performing the outsourced activity
Supervision and support of mainframes, application servers and applications, provision of network services, data backup and archiving, user management	Commerzbank AG (Kaiserplatz, Frankfurt D-60311)
Document management, archival and document destruction	Rhenus Office Systems Hungary Kft. (2310 Szigetszentmiklós, Leshegy utca 30.)
Manufacturing and personalisation of plastic bank cards	Pénzjegynyomda Zrt. (1055 Budapest, Markó u. 13-17.)
Payroll, labour and social insurance administration	Nexon Vállalkozási és Kereskedelmi Kft. (1138 Budapest, Váci út 186.)
Management of PC-s and laptops, management of file servers and printers, message sending services	HP Magyarország Hungarian Representative (1117 Budapest, Alíz. utca 1.)

## Annex 4

### REASONS FOR UNILATERAL CONTRACT AMENDMENT

1. The Bank may unilaterally modify the **interest** only for the following reasons.

#### *1.1. Change in the legal or regulatory environment*

a) a change in statutory regulations, provisions by the central bank or other regulations which are obligatory for the Bank and pertain to or are related to the Bank's activities and operating conditions and closely and directly affect the legal relationships of credit and financial leasing contracts;

b) a change in the public dues (e.g. taxes) that closely and directly affect the legal relationships of loan and financial leasing contracts and are related to the Bank's activities, or a change in the rules pertaining to obligatory risk provisioning;

c) a change in the amount or premium of the obligatory deposit insurance.

#### *1.2. Modification of money market conditions and of the macro-economic environment*

a) a change in the Bank's funding costs / a change in money market fundraising opportunities, especially, but not limited to, the following:

- a change in Hungary's credit rating,
  - a change in the country risk premium (credit default swap),
  - a change in the central bank's prime rate, the central bank's repo and deposit interest rates,
  - a change in interbank money market interest rates / credit interest rates,
  - a shift in the correlation between bonds issued by the Hungarian State or by the Bank and the swap yield curves ,
- a change in the yield of a publicly issued security that is used for refinancing purposes or in the risk rating, issued by a renowned credit rating agency, of the issuer thereof, or a change in the costs related to such a rating,
- a change in the interest paid on the Bank's fixed-term customer deposits.

#### *1.3. A change in the Customer's risk rating*

a) A reclassification of the Customer or the credit transaction to another risk category in accordance with the Bank's relevant asset rating regulations, which are based on the relevant statutory regulations, or on the basis of its internal debtor rating regulations – with special regard to any change in the Customer's financial position or the stability of his/her solvency – if the reclassification to a new risk category necessitates a change in impairment and therefore in the relevant risk premium.

b) A change in the risk of credit transactions and customers that are classified in the same risk category on the basis of the Bank's asset rating regulations complying with the relevant statutory regulations if the change in risk within the given risk category necessitates a change in impairment and therefore in the relevant risk premium.

c) The Bank does not raise the interest, on the basis of a change in the risk assessment, of consumers that have continuously complied with their contractual obligations and whose payments were not overdue during the term of the loan.

d) At least 10% change in the value of the property that serves as collateral for the loan or credit provided.

2. In addition to the interest, the Bank increases **the credit-related other commissions, costs and fees of consumers** at an annual rate not exceeding the average annual rate of inflation published by the Central Statistics Office. This shall not apply to any third-party costs that the Bank simply passes on to the Customer. In the case of these, if the cost charged to the Bank is modified, the Bank shall pass on the modified cost.

3. The Bank shall not unilaterally charge any new cost or fee of its own. If, however, new external costs or fees are introduced in relation to a service used by the Customer (e.g. extra tax on foreign currency transfers abroad), it is entitled to pass these on to the Customer.

4. If in addition to the events specified in section 1 and 2 force majeure events also occur – sudden disturbances in the money and capital markets – the Bank may temporarily modify interests, fees and costs unilaterally and apply them for as long as the disturbances exist. The Bank shall announce such measures and shall at the same time inform PSZÁF (the Hungarian Financial Supervisory Authority) thereof.

5. In the case of home-purpose credit and loan contracts or financial leasing contracts concluded with consumers, unilateral interest amendments that are detrimental to the Customer may only be made in accordance with the provisions of Govt. Decree 275/2010 (XII.15.).