

GENERAL TERMS AND CONDITIONS APPLICABLE TO HUF ACCOUNTS FOR NON-RESIDENT CREDIT INSTITUTIONS

1. General Provisions

- 1.1. These General Terms and Conditions (hereinafter “**GTC**”) apply to the financial services as set out in this GTC provided by Erste Bank Hungary Zrt. (registered seat: H-1138 Budapest, Népfürdő u. 24-26., registration number: 01-10-041054 registered by the Metropolitan Court of Budapest, business license no.: 2061/2004, date of the license: 26 August 2004) (hereinafter “**Bank**”) and to bank accounts opened by the Bank for any credit institution as defined in Section 8 of Act CCXXXVII of 2013 on credit institutions and financial enterprises (‘**Hpt.**’) non-resident in Hungary (hereinafter “**Credit Institution**”) (together: “**Parties**”).
- 1.2. The provisions of the GTC shall be binding upon both the Credit Institution and the Bank, but in respect of the individual services the Parties may depart therefrom in writing by mutual agreement to the extent permitted by law. In such cases the conditions of such agreement shall prevail over the GTC.
- 1.3. If an issue or matter is not regulated in a Bank Account Contract, or in the GTC, it shall be governed by the business rules of the Bank, as in force, and the relevant legal rules of Hungary and the European Union. In case of any discrepancies between the provisions of this GTC and the Business Rules, the provisions of this GTC shall apply.
- 1.4. The Bank publishes the GTC on its web-site www.erstebank.hu, and, upon request of the Credit Institution, it makes them available in hard copy or e-mail free of charge.

2. DEFINITIONS

Definitions in this GTC that are beyond or other than those defined in the Statutes on money transaction services.

Bank Account: a payment account, which is opened by the Bank for the Account Holder in compliance with a Bank Account Contract as specified in the Civil Code (Ptk.) and in the Pft., and which doesn't qualify as a money transaction bank account, as the Account Holder is not obliged to open a money transaction bank account.

Bank Account Statement: a statement (information) provided by the Bank on the transactions and balance of the Bank Account, containing data specified by this GTC and made available as often as specified in the GTC which means subsequent information under the Pft.

Bank Account Contract: a bank account contract concluded by and between the Bank and the Account Holder under the Civil Code (Ptk.) for opening and keeping a bank account as payment account, on providing money transaction services as specified in this GTC, to register and manage the Account Holder's money receivables and debts, which specifies the actual conditions for Payment orders and payment transactions under the respective bank account contract. Such bank account contract as master agreement under the Pft. shall include the GTC herein, the Bank's Business Rules as in force, which jointly regulate the rules of account keeping and the conditions thereof (fees, commissions, costs etc.) and the order of execution. The rules of Act V of 2013 applicable to payment account contracts shall apply to Bank Account Contracts concluded after 15 March 2014.

BIC (SWIFT) code: Bank Identifier Code in the SWIFT system.

Cover: the balance on the Bank Account available for the Account Holder to use freely for payments, as specified in orders, contracts / agreements.

Payment order: a payment order of the Account Holder given to his own payment service provider, a transfer order by an authority or a court resolution ordering a transfer.

Credit date: the day when the Bank increases the credit balance on the Bank Account kept with the Bank for an Account Holder as beneficiary of a Payment order.

International Bank Account Number (IBAN): a Bank Account Number used in international payment transactions as individual identifier assigned to bank accounts. IBAN account numbers are required for the execution of international Payment orders. The Bank shall generate IBAN account number based on the Account number specified in the Bank Account Contract, in accordance with the respective provisions of Statutes on money transaction services.

Statutes on money transaction services: The Pft. and the Decree No. 18/2009 (VIII.6.) of the National Bank of Hungary.

Pft.: Act No. LXXXV. of 2009 on money transaction services.

Civil Code: in the case of Bank Account Contracts concluded prior to 15 March 2014, Act IV of 1959 on the Civil Code, while in the case of contracts concluded after 15 March 2014, Act V of 2013 on the Civil Code.

Account Holder: Non-resident Credit Institution that enters into contract(s) or agreement(s) for opening and keeping a Bank Account with the Bank and for related money transaction and other services and uses such services.

SWIFT: Society for Worldwide Interbank Financial Telecommunication (S.W.I.F.T.). In all disputes arising from the interpretation of any expression in connection with services provided by SWIFT, the definitions and understanding generally used by SWIFT shall apply.

Execution date: a day specified in the Bank Account Contract as the day when the Bank meets its obligations originating from the execution of a Payment order.

Business Rules: a document specifying the basic rules of legal relationships established between the Bank and its customers, and the provisions of which shall be applicable to all legal relationships between the Bank and its customers in the course of which the Bank provides services to its customers and/or customers use services of the Bank.

Final deadline for submission: the date specified by various criteria by the Bank in the Bank Account Contract as the final time for accepting Payment orders by the Bank for processing with same day value.

3. GENERAL CONTRACTUAL TERMS OF KEEPING BANK ACCOUNTS

3.1. Fundamental rights and obligations of the Bank and the Account Holder

3.1.1. The Account Holder accepts the obligation to carry out its money transactions in accordance with provisions of law on Statutes on money transaction services as in force, in accordance with the GTC herein and with the Business Rules, to pay the banking costs for services provided by the Bank, and to provide financial Cover needed for the execution of the Payment orders on the Bank Account.

3.1.2. Upon signing the Bank Account Contract, the Bank accepts the obligation to manage and keep record of funds available on the Account Holder's account, to execute duly given Payment orders to the debit and credit of the Bank Account, and to inform the Account Holder in Bank Account Statements about amounts credited or debited on the Bank Account, on the turnover, and the balance of the Bank Account.

3.1.3. Depending on the actual rate of interest, the Bank shall pay or debit interests on the balance of the Bank Account as stipulated in the Bank Account Contract, while the Account Holder shall pay the Bank the amounts specified in the Bank Account Contract as costs related to account keeping.

3.1.4. The Bank shall act as carefully as it is expected from a credit institution when keeping accounts. The Bank may not be held liable for damages caused by force majeure, measures of domestic or foreign authorities, the authorities' refusal to grant a necessary license, or their granting such license later than due.

3.1.5. The Bank may debit any of the Account Holder's Bank Account kept with the Bank even without the Account Holder's order to do so, in order to collect its due claims incurred in relation to the Bank's activities of providing financial or supplementary financial services.

3.1.6. Upon signing the Bank Account Contract, the Account Holder irrevocably authorizes the Bank to collect any of its due or overdue claims under any title originating from any of its contracts concluded with the Account Holder by the means of debiting such amounts against the balance of the Account Holder's Bank Account kept with the Bank. As for the capital, interests banking costs, other fees and expenses, commissions etc., these items shall be charged against the Account Holder's Bank Account and the claims registered there on the due date or any time afterwards, up to the Account Holder's claims at all time, in a way that the Bank debits the amount due under the respective Bank Account Contract against the Account Holder's account kept with the Bank, with or without the Account Holder's special order, or even against such disposition. In order to meet its contractual obligations, the Account Holder hereby authorizes the Bank to exercise the right to set off – following the correction of errors of the Bank and Payment orders pursuant to a resolution by the authorities or a court, but prior to all other kinds of Payment orders. The Account Holder shall ensure that appropriate Cover is available on its Bank Account kept with the Bank for meeting its payment obligations on the due date.

3.2. Establishment of a legal relationship for keeping Bank Account, Bank Account Contract

A Bank Account Contract is concluded when it is duly signed by both Parties. Signatures will be verified by authenticated SWIFT message by both Parties. Upon the signature of the Bank Account Contract, the applicable parts of this GTC, and the Business Rules shall automatically become part of the Bank Account Contract without any separate statement or arrangement.

3.3. Conclusion of a Bank Account Contract, documentation conditions

3.3.1. General conditions

3.3.1.1. Prior to entering into a Bank Account Contract, the provisions of law concerning prevention and prohibition of money laundering shall be applicable regarding the identification of the Account Holder and its representatives, persons entitled and authorized to dispose over the account.

3.3.1.2. Prior to entering into a Bank Account Contract, the Bank shall be entitled to examine the legal position and the general data of the Account Holder, its representatives' right and authorization to represent it, the validity of such data, and all other circumstances the examination of which is obligatory under prevailing provisions of law, decrees of the authorities or necessary pursuant to the Bank's own discretion.

3.3.2. Customers qualifying as Account Holders

The Bank offers its services stipulated in this GTC exclusively to its customers being Credit Institutions.

3.3.3. Conditions of opening a Bank Account regarding documentation

3.3.3.1. Common provisions

The Bank opens a Bank Account after checking the Account Holder's legal status, its establishment and registration. Should the Bank find it necessary, the Account Holder is obliged to present original or certified copies of all documents necessary for the checking before opening a Bank Account. If needed, data and specimen signature of person(s) entitled to represent the Account Holder and to dispose over

its Bank Account will be sent / reported to the Bank in writing, and verified via authenticated SWIFT message.

3.3.3.2. Documents in foreign languages issued abroad

As to documents in foreign languages issued abroad, the following rules shall apply, in case the Bank keeps it for necessary:

- If Hungary has entered into a bilateral legal aid treaty with the respective country, a public (notarial) document issued in the said country can be accepted without any further certification,
- When there is no such bilateral legal aid treaty, but the respective country is a party to the Hague convention abolishing the requirement of legalization for foreign public documents, an apostille shall also be requested for the public (notarial) document in question,
- When all the above is lacking, the document shall be legalized by the Hungarian embassy (diplomatic or consular mission) authority operating in the respective country.

Certified translations of documents in foreign languages are also required and shall be prepared by the National Translation and Certification Office (Országos Fordító- és Fordításhitelesítő Iroda abbr. as OFFI).

3.3.4. Scope of effect and termination a Bank Account Contract

3.3.4.1. A Bank Account Contract is concluded by and between the Bank and the Account Holder for an indefinite term, and is terminated upon the following:

- a) Any Party terminates it in writing (ordinary termination);
- b) Any Party terminates it with immediate effect;
- c) The Parties terminate it with mutual agreement effective as of a date specified by the Bank and the Account Holder;
- d) The Account Holder ceases to exist and has no legal successor.

3.3.4.2. For ordinary termination the term of notice is 30 days for both Parties, as the Account Holder doesn't qualify as micro-enterprise in accordance with the Pft.

3.3.4.3. The Bank shall accept the Account Holder's termination notice if it has already paid up all its debts towards the Bank concerning account keeping and related services, and settled all due claims incurred, and there is no overdue debt remaining after the termination of the Bank Account Contract. In the termination notice the Account Holder shall dispose over the remaining balance of the account (increased by interests, if applicable, and decreased by costs and interests, if applicable).

3.3.4.4. The Parties may terminate the Bank Account Contract with immediate effect (extraordinary termination), by the means of a written notice addressed to the other Party, under the obligation to explain their reasons provided that such other Party has materially or repeatedly breached any of his obligations specified by Bank Account Contract, the GTC herein or the Business Rules.

3.3.4.5. When a Bank Account Contract is terminated, the Account Holder and the Bank shall mutually settle their claims in accordance with the provisions of the GTC herein; and the amounts of fees, interests, costs not yet paid to the Bank shall be due in one amount on the day of terminating such Bank Account Contract.

3.3.4.6. In case the Bank Account Contract terminates for any reason, and the Account Holder doesn't dispose over the remaining balance of the account within 10 bank business days, the Bank will convert the free closing balance of the Account Holder at the exchange rate effective at the date of transfer, and transfers it to one of the Account Holder's accounts published on www.bankersalmanac.com about which the bank notifies the Account Holder.

3.3.4.7. If the Bank Account kept with the Bank doesn't provide Cover for the set-off of the Bank's claims, the Bank shall be entitled to initiate procedures for the collection of such money claims in accordance with provisions of law as in force. As for determining how much the Account Holder owes to the Bank, the Bank's books and records shall prevail.

3.3.4.8. The fact that the balance of a Bank Account becomes zero does not terminate the related Bank Account Contract.

3.4. General terms and conditions for keeping Bank Accounts

3.4.1. Rights for giving orders

3.4.1.1. The Bank accepts Payment orders through the SWIFT system only, according to the rules of the actual SWIFT standard release, and reserves the right to reject Payment orders, which arrive in another form, or which are against the applicable laws. The Bank does not accept conditional Payment orders, or Payment orders to be executed as cash disbursement.

3.4.1.2. Even if the Bank decides in its sole discretion to accept communication in another form than SWIFT messages, it may request the verification of the signatures / authenticity of the document through the SWIFT system or any other necessary document.

3.4.1.3. The Account Holder is obliged to ensure that the SWIFT messages are only sent by authorized persons who are entitled to dispose over the Bank Account and entitled to give any written instructions. The Bank is not obliged to control the authorization of such entitled person who sent the SWIFT message that is received from the Account Holder's SWIFT address and the Bank cannot be held liable for performing the order in the relevant SWIFT message.

3.4.2. Information to the Account Holder

3.4.2.1 Information to customer prior to entering into a contract

Prior to the legal statement of the Account Holder aimed at entering into a Bank Account Contract, the Bank shall make the following available for such Account Holder, either in a carbon copy or a permanent data carrier: a draft of the Bank Account Contract, the GTC herein, the Business Rules – all of which are collectively regarded as the master bank account contract to be concluded under Pft. Such documents shall contain all data and information specified in Section 10, subsection (1) of Pft., in accordance with the provisions of Section 10, subsection (2) of Pft.

3.4.2.2. General Information

At the Account Holder' request, the Bank shall make the GTC herein, the Business Rules available at any time while the Bank Account Contract is in effect, as carbon copy or on permanent data carrier, and the operative version of such documents are also available and free for inspection for the Account Holder continually at the Bank's website.

3.4.2.3. Information prior to Payment orders

The Account Holder shall be provided with information prior to giving the respective Payment order through the GTC published at the Bank's website and in the provisions of the Bank Account Contract about the time needed for the execution of his Payment order, the fees and costs due and to be paid to the Bank, the amounts of other payment liabilities and their due dates considering Section 22, subsection (2) of Pft.

3.4.2.4. Follow-up information on Payment orders (Bank Account Statement)

The Bank shall notify the Account Holder of all entries on the Bank Account in a Bank Account Statement. The Bank Account Statement contains all details required for the identification of the orders settled on the Bank Account (in particular, the opening and closing balance; credit and debit entries with reference numbers, value date and entry date in the books; the fees and costs charged by the Bank). The Bank shall prepare a Bank Account Statement every day on which any entry was made on the Bank Account. Bank Account Statements will be sent in the form of an MT950 SWIFT message on the next bank business day following the day of entry.

3.4.2.5.

The Bank may meet his obligation to issue invoices qualifying as accounting documents under the provisions of law concerning VAT through issuing collective invoices qualifying as such under the

provisions of law concerning VAT, and therefore Bank Account Statements issued by the Bank shall qualify as collective invoices.

3.4.2.6.

The Account Holder may comment on the contents of and the attachments of Bank Account Statements for the Bank within 30 days after receiving them. If the Account Holder does not make any written comments on a respective Bank Account Statement within 30 days, the Bank shall regard it as accepted by the Account Holder.

3.4.2.7.

The Bank shall primarily meet its obligation to provide information about the account turnover and the balance statement with the regular bank account statements described above. It is not obliged to state the current account balance once a year as provided for in Act V of 2013 on the Civil Code.

3.5. Payment orders, general provisions for payment transactions

3.5.1. Taking over and identification of Payment orders

3.5.1.1. As for Payment orders given by the Account Holder to the Bank, in order to make it possible to execute them, they shall correctly and unambiguously contain all data required by the GTC herein, applicable provisions of law, and/or international rules/standards concerning money circulation. The Bank shall not bear any responsibility for damages caused by the execution of a Payment order containing erroneous data, or failing to contain required data.

3.5.1.2. The Bank is entitled to reject Payment orders, which are sent by the Account Holder in an incorrect SWIFT message format, or which contain incomplete or incorrect data, or are filled out not according to the SWIFT standards.

3.5.1.3. Only Payment orders in HUF will be accepted by the Bank to the debit and credit of the Bank Account.

3.5.1.4. A Payment order submitted via SWIFT will be regarded as received by the Bank when the respective SWIFT message containing the Payment order has arrived to the Bank and the content of it becomes accessible for the Bank, according to the records of the Bank.

3.5.1.5. The Bank Account Contract contains the final deadline for submission up to which the Bank receives and accepts Payment orders for performing the tasks originating from them on the very same day. As for Payment orders taken over by the Bank between the final deadline for submission and the closing time and Payment orders received on days that are not bank business days, the Bank shall perform his tasks originating from such Payment orders on the subsequent bank business day, unless the Account Holder specifies a deadline later than that, or some provisions of law otherwise provides.

3.5.1.6. As for orders forwarded via electronic means, the time registered with the Bank's computer system as the time of arrival shall be regarded as the time of receipt.

3.5.1.7. Payment orders shall be taken over in the order of their arrival at the Bank. The Bank shall execute Payment orders to the debit of the Bank Account according to the international standards and practice, unless otherwise provided by the Account Holder or provisions of law.

3.5.2. Approval of Payment Transactions

The Bank shall perform payment transactions when the Account Holder has approved it beforehand, except for payments pursuant to a transfer order by an authority or a court resolution ordering a transfer. The Bank shall refuse payment transactions not approved by the Account Holder beforehand. The Bank shall regard the payment transaction as approved by the Account Holder, if the Payment order has been submitted by the Account Holder to the Bank in an authenticated SWIFT message, according to the SWIFT standards.

3.5.3. Acceptance of Payment orders

3.5.3.1. The Bank shall fix the deadline for the execution of a Payment order considering the time of accepting such order, unless the Account Holder determines a later date or otherwise specified by

provisions of law. The time of accepting a Payment order shall be the one specified by the provisions of law. The Bank will accept Payment orders pursuant to a transfer order by an authority or a court resolution ordering a transfer exclusively on bank business days.

3.5.3.2. Even if sufficient financial Cover is available and the receipt is completed, a Payment order may be deemed as accepted by the Bank exclusively in the cases when it is suitable for execution in compliance with the requirements specified by respective provisions of law, the Bank Account Contract, the GTC herein, the Business Rules, and the terms of international rules/standards concerning the circulation of money.

3.5.4. Withdrawal and amendment of Payment orders

3.5.4.1. As a general rule, a Payment order may be cancelled or amended (exclusively in an authenticated SWIFT message) only until it has not been credited or advised to a third party. Any cancellation or amendment request received after that will be handled on a best effort basis only, depending on the co-operation and approval of the beneficiary.

3.5.4.2. The Account Holder may withdraw a bank transfer order for a fixed debit date until the end of the bank business day before such debit day. If the beneficiary initiated the Payment order, or it was initiated through the beneficiary, the withdrawal of the Payment order is subject to the beneficiary's approval.

After such request for withdrawal or amendment is reported, the Bank shall take measures to meet such request for withdrawal, with due and expectable care. The Bank shall bear no responsibility for any damages caused to the Account Holder by the withdrawal of a Payment order.

3.5.4.3. The Bank may charge fees and costs for withdrawal, the amount of which is contained in the Bank Account Contract. The Account Holder shall bear the costs incurring due to the withdrawal of a Payment order.

3.5.5. Rejection of Payment orders

3.5.5.1. If a Payment order fails to meet the requirements specified by provisions of law, of this GTC, of the Business Rules or of the international rules / standards for payment transactions, the Bank shall refuse the execution of such Payment order.

3.5.5.2. After a Payment order arrives to or is taken over by the Bank, the Bank shall examine the data contained in it. The Bank reserves the right to reject incomplete, erroneous, un-understandable or ambiguous Payment orders.

3.5.5.3. Unless otherwise stipulated by provisions of law, the Bank shall inform the Account Holder about such rejection.

3.5.5.4. The Bank may charge a fee for reasonable rejection the amount of which shall be specified in the Bank Account Contract.

3.5.5.5. The Bank shall regard rejected Payment orders as ones not received for execution.

3.5.6. Correction of payment transactions

3.5.6.1. The Bank and the Account Holder agree that the Account Holder may initiate that the Bank should correct payment transaction not approved or approved but erroneously executed by the Bank immediately after the execution of such Payment order, but within 30 days after the closing date indicated in the Bank Account Statement containing the payment transaction in question, at the latest.

3.5.6.2. The Account Holder shall submit its request for such correction in a regular SWIFT message. If the Account Holder fails to make the data, documents needed for passing a resolution on its request available for the Bank at the Bank's request to do so, within 15 days after the Account Holder receives such request, the Bank may refuse such request of the Account Holder without any substantial

consideration in the merits or measures taken. If the Bank accepts the Account Holder's request for correction, the Bank will proceed accordingly.

3.5.7. Execution of Payment orders, priority setting, partial execution

3.5.7.1. The Bank may correct all debits and credits caused by his own error prior to all Payment orders – inclusive of transfer orders by an authority or a court resolution ordering a transfer – without the Account Holder's order.

3.5.7.2. On the basis of the above, all transfer orders by an authority or a court resolution ordering a transfer shall be performed prior to the execution of other payment transactions.

3.5.7.3. The Bank shall execute only Payment orders submitted by the Account Holder for which sufficient financial Cover is in full and freely available on the Bank Account (which may mean also an overdraft facility for the Account Holder), inclusive of the amounts of fees and costs to be charged for the execution of Payment orders that fall due simultaneously with submitting a Payment order.

3.5.7.4. The Bank does not undertake any partial execution of a Payment order, except for transfer orders by an authority or a court resolution ordering a transfer and collection pursuant to authorization letter.

3.5.7.5. As for transfer orders by an authority or a court resolution ordering a transfer that cannot be executed in full or in part due to lack of sufficient Cover, the Bank shall arrange such Payment orders in a queue and keep them pending until the funds sufficient for execution become available, but not for longer than 35 days, unless the beneficiary requests immediate refund. The Bank shall reject Payment orders when sufficient funds for their execution are still lacking after the laps of the deadline for keeping them pending (in a queue).

3.5.7.6. The Bank shall notify the Account Holder about non-execution due to the lack of sufficient funds in the Bank Account Statement.

3.5.7.7. The Bank shall make any credit entry on the Bank Account after examining the BIC code or the bank account number provided, and shall execute transfer orders by an authority or pursuant to court resolution ordering a transfer after examining the bank account number and the name of the Account Holder.

3.6. Refund

Considering the Account Holder, it may not claim any refund in accordance with the Pft.

3.7. Liability for execution of Payment orders

3.7.1. The Bank shall bear no responsibility for a failure to execute a payment transaction or its erroneous execution when a wrong individual identification number is used. However, in order to reclaim the amount of such payment transaction, the Bank shall behave as it is generally expected in such situations. The Bank may charge separate fees and costs for reclaiming the amount of a payment transaction.

3.7.2. If the Account Holder initiated the payment transaction as payer, the Bank shall be responsible for the erroneous execution of such payment transaction, except for the case when the Bank can prove that the amount of such payment transaction has arrived at the beneficiary's payment service provider. When the Bank is responsible, it shall immediately refund the amount of such non-executed or erroneously executed payment transaction to the Account Holder, and restore the previous status of its Bank Account as if such erroneously executed payment transaction never happened.

3.7.3. When the amount of a payment transaction arrived at the Bank keeping the beneficiary Account Holder's Bank Account, the Bank shall be responsible for the execution of such payment transaction. When the Bank is responsible, it shall immediately make the amount of such payment transaction available for the beneficiary Account Holder, and credit such amount on the Account Holder's Bank Account.

3.7.4. At the payer Account Holder's request, the Bank shall behave as it is generally expected in such situations in order to monitor such a non-executed or erroneously executed payment transaction, and notify the payer Account Holder about the results of such monitoring, irrespective of the issue of responsibility for non-execution or erroneous execution of such payment transaction.

3.7.5. If the Account Holder initiated the payment transaction as beneficiary or it was initiated through the beneficiary Account Holder, the Bank shall bear responsibility for forwarding such payment transaction to the payer party's payment service provider. When the Bank is responsible, it shall immediately send such Payment order to the payer payment service provider of the payer.

3.7.6. The Bank shall be responsible for the execution of the payment transaction towards the Account Holder as beneficiary in accordance with law. When the Bank is responsible, it shall immediately ensure that the amount of the payment transaction credited to the Account Holder's Bank Account is available for the Account Holder.

3.7.7. When the Bank, acting as payment service provider of the Account Holder as payer, is responsible, it shall immediately refund the amounts of non-executed or erroneously executed payment transactions to the Account Holder, and restore the previous status of its Bank Account as if such erroneously executed payment transaction never happened.

3.7.8. If the Account Holder initiated a payment transaction as beneficiary or it was initiated through the beneficiary Account Holder, the Bank shall behave as it is generally expected in such situations in order to monitor such payment transaction, and notify the Account Holder about the results of such monitoring, irrespective of the issue of responsibility for non-execution or erroneous execution of such payment transaction.

3.8. Payment methods

3.8.1. Bank transfer

3.8.1.1. General rules of bank transfers

The Account Holder as payer shall submit bank transfer orders to the Bank via SWIFT. The Account Holder shall submit bank transfer orders to the Bank with a fixed debit date (value date) indicated on it. The Account Holder may fix a value date for a maximum of 5 days in advance. If the specified value date is earlier than the time when such order can be actually executed or later than the period prescribed by the Bank, the Bank shall reject the execution of such Payment order. If the day fixed as value date is not a bank business day, or there is no such date in the respective month, the Bank shall regard the subsequent day as the value date.

3.8.1.2. Types of bank transfers

a) Occasional transfer

The Account Holder as payer instructs the Bank in an occasional bank transfer order to transfer (settle) a single amount from its Bank Account kept with the Bank to the beneficiary's payment account.

aa) Transfer within the Bank: when the Account Holder as payer transfers a certain HUF amount from its Bank Account kept with the Bank to a beneficiary's Bank Account also kept with the Bank.

ab) Transfer outside the Bank: when the Account Holder as payer transfers a certain HUF amount from its Bank Account kept with the Bank to a payment account kept with another financial service provider.

ac) The Bank doesn't accept collective or regular transfer orders to the debit of the Bank Account.

b) Transfer pursuant to a transfer order by an authority or a court resolution ordering a transfer

Enforcement of a certain claim for money in court enforcement procedures, administrative enforcement procedures or tax enforcement procedures by debiting the payer party Account Holder's Bank Account may be initiated by the beneficiary entitled to issue a transfer order acting as an authority or pass a court resolution ordering by submitting a transfer order by an authority or a court resolution ordering a transfer. Pursuant to a transfer order by an authority or a court resolution ordering a transfer, the Bank shall transfer a specified amount from the payer party Account Holder's Bank Account to the payment account

determined by the issuer of such transfer order by an authority or the order to comply with the respective court resolution ordering a transfer.

The beneficiary entitled to submit a transfer order by an authority shall submit such transfer order by filling a form regularly used for such money transactions at the Bank indirectly, through his own payment service provider, or directly to the Bank keeping the payer party Account Holder's Bank Account as well. If the beneficiary initiates such transfer ordered by an authority through his own payment service provider, the payment service provider keeping the beneficiary's payment account shall check the data concerning the beneficiary (whether the account number specified in the transfer order by an authority belongs to the specific beneficiary Account Holder, and the signature(s) of those entitled to dispose over the account as compared to the signatures reported to such payment service provider). In the latter case, the Bank shall accept the data contained in the transfer order by an authority, including the beneficiary Account Holder's data, the legal grounds for such transfer order by an authority, the fact that the given account number belongs to the Account Holder, and the signatures of the persons entitled to dispose over the respective account as such data are forwarded to the Bank by the beneficiary's payment service provider, and the Bank shall execute the transfer order by an authority in accordance with the specifications therein. The Bank shall not be responsible for any damages caused to the obligor Account Holder because of that the beneficiary's own payment service provider failed to act with expectable care while checking the transfer order by an authority submitted through such service provider to whom such task is delegated. If the beneficiary of such transfer order by an authority submits the transfer order by an authority directly to the Bank keeping the obligor Account Holder's Bank Account, such submitter – given that he is not a client of the Bank – shall, simultaneously with submitting the transfer order by an authority, also submit certified documents to the Bank in order to prove that he is identical with the person who may submit such order, and that the respective account number is his.

In the cases of transfer orders by an authority or a court resolution ordering a transfer, Account Holder as payer may not exercise his correction right provided under clause 3.5.6. of the GTC herein.

3.8.2. Collection

3.8.2.1. General rules of collection based on the authorization laid down in the Bank Account Contract

With the collection order given in clause 3.1.6 of the GTC herein the Account Holder instructs the Bank to collect the amount specified in favor of the Bank from the Account Holder's Bank Account.

3.8.2.2. Types of collection

a) Collection pursuant to authorization letter

The Account Holder is not entitled to give any collection order in an authorization letter other than its authorization in the Bank Account Contract.

b) Collection pursuant to executable document

If the general requirements of court execution were met before the effective date of Pft. (i.e.: 1 November 2009), the beneficiary may submit a collection order with immediate effect against the obligor's payment account or Bank Account in order to collect the money claimed through money transaction methods, even in lack of the payer party's authorization provided that: a) the beneficiary has a payment account or a Bank Account, and the obligor has a Bank Account, b) the execution of such claim is prescribed by a public notary or a court resolution, or it is based upon an obligation undertaken in a notarial deed in accordance with Section 21 of the Act LIII of 1994 (Vht.), and c) the beneficiary notifies the payment service provider to carry out such execution that there is no execution procedures under way in order to execute his claim and that he has not submitted any request for ordering execution, and his claim has not been satisfied pursuant to such request. The word "Execution" shall be indicated on immediate collection orders and as for the heading „Reason for submission“, a number "2" shall be indicated there. Unless otherwise provided by law, a full and certified notarial deed or a certified copy of the official document pursuant to which the execution takes place shall be attached to each immediate collection orders with the "Execution" sign on it. If the second instance court resolution pursuant to which the execution takes place does not contain the exact amount of the condemnation in its detailed orders part, the first instance court resolution shall be attached as well. If the execution is subject to a certain condition or date, the public document certifying such condition or date shall also be attached. The beneficiary shall also attach the statement specified in clause c) above to the immediate collection order so as to enforce the claim indicated in the official document pursuant to which the execution takes place.

As for transfer orders by an authority or a court resolution ordering a transfer that cannot be performed in full or in part due to lack of sufficient funds available, the Bank shall arrange such Payment orders in a queue and keep them pending until the funds sufficient for execution become available, but not for longer than 35 days, unless the beneficiary requests immediate refund. After the expiration of such deadline, the Bank will reject the collection orders still pending due to insufficient cover.

c) Collection of bills

Orders for collection of bills can not be submitted to the debit of the Bank Account.

d) Cheque collection

No check collection orders may be submitted to the debit of the Bank Account.

e) Collective collection

No collective collection orders may be submitted to the debit of the Bank Account.

f) Documentary collection order

No documentary collection orders may be submitted to the debit of the Bank Account.

3.9. Fees of keeping a Bank Account, interests and exchange rates

3.9.1. Fees

3.9.1.1. The Bank shall charge fees, interests, commission and costs (hereinafter collectively: banking costs) for the management of the Bank Account, carrying out money transactions, various services related to account keeping. The types, amounts of such banking costs charged by the Bank from time to time, the method of their settlement, the frequency and due dates of charging them shall be specified by the Bank Account Contract.

3.9.1.2. The Bank reserves the right to debit the Account Holder's Bank Account with the amounts fees and costs charged by other payment service providers during the execution of Payment orders. Banking costs charged by foreign banks shall always be added to the fees specified by the Bank Account Contract.

3.9.1.3. The Bank shall charge banking costs against the Bank Account in the currency of such account.

3.9.1.4. The Account Holder shall meet its obligation to pay such fees with providing sufficient cover on its Bank Account kept with the Bank when such amounts fall due. Pursuant to the Account Holder's authorization given in accordance with clause 3.1.6. of the GTC herein and the provisions thereof, the Bank shall debit the Account Holder's Bank Account with the fees specified in the Bank Account Contract when such fees become due.

3.9.1.5. The Bank shall be entitled to charge a fee for information specified in clause 3.4.2.2. provided to an Account Holder which does not qualify for microenterprise under Section 2 subsection 17 of Pft.

3.9.1.6. The Bank shall also be entitled to charge a fee for special procedures whenever it is necessary to deviate from the standard procedures, and take special measures in order to execute the Account Holder's orders, instructions.

3.9.2. Interest

3.9.2.1. Depending on the actual interest calculated (*positive or negative*), the Bank shall pay, or claim from, the Account Holder sight interest specified in the Bank Account Contract after the daily closing credit balance of the Bank Account. The Bank shall pay, or debit, such sight interest in the currency of the Bank Account, calculated on a daily basis.

The Bank will calculate an overdraft interest after any end-of day debit balance of the Bank Account, calculated on a daily basis, as stipulated in the Bank Account Contract.

3.9.2.2. The Bank shall deduct all possible taxes on interest earnings when such interest is credited/disbursed, in accordance with the provisions of Hungarian tax law as in force.

3.10. Deposit insurance

The Account Holder qualifies as a Credit Institution; therefore the deposit related to the Bank Account Contract is not insured, in compliance with the provisions of the Hpt.

4. COMMON PROVISIONS

4.1. Information, notices, cooperation, non-disclosure

4.1.1. Pursuant to their obligation to cooperate under the provisions of the Civil Code (Ptk.), the Bank and the Account Holder shall notify each other without delay about all facts, circumstances, possible changes that may be important concerning the execution of the Bank Account Contract.

4.1.2. During the contractual relationship of Account Holder and the Bank established, the Account Holder shall notify the Bank in writing, without delay about all amendments to data registered during identification, the data specified in the Bank Account Contract, and all data that are important for the cooperation between the Parties, such as an amendment of a postal address, liquidation or bankruptcy procedures, composition procedures or supervisory process commenced and under way against the Account Holder etc. The Bank bears no liability for damages resulting from failure to meet such obligations concerning the Bank Account Contract.

4.1.3. Unless otherwise agreed between the Parties in the Bank Account Contract, the Bank shall send all communication to the Account Holder (inclusive of Bank Account Statements) to the Account Holder's SWIFT address, via SWIFT messages. Any consignment, which is not transmittable via SWIFT, will be sent to the address stipulated by the Account Holder in the Bank Account Contract, or, if such address is lacking, to the address of his seat. The Bank excludes liability for any failure of delivery or damages resulting from the failure to receive a notice.

4.1.4. Pursuant to the act LIII of 1994 on court enforcement procedures, the rules applicable for amounts managed by financial institutions shall be applicable concerning the amounts managed under Bank Account Contracts.

4.1.5. Upon concluding the Bank Account Contract and accepting the present general terms and conditions the Account Holder also authorizes the Bank to provide in accordance with the relevant legal regulations in force legal entities belonging to the banking group of Erste Bank Hungary Zrt. (accurately listed on the Bank's homepage) with data such as Account Holder's name, seat, telephone number and e-mail address, to offer their own services directly to the Account Holder.

The Account Holder also authorizes the Bank and gives his consent in accordance with the relevant legal regulations in force to that the Bank may inform the Account Holder about the services of the Bank or other enterprises within Erste Group for marketing purposes to be sent out by direct mail, or by other means, (e.g.: via telephone, e-mail, computer contacts), and to manage the Account Holder's data for such purposes.

The Account Holder may revoke his declaration of consent to sending advertisements and managing his data for such purpose or may request the Bank not to send him marketing/advertising material any time, without limitation or explanation, free of charge. The Account Holder may submit/send his claim for this at the contacts published on the Bank's homepage or via SWIFT.

4.1.6. The rules of complaints management (possibilities of submitting a complaint, deadline for responding, complaints management procedure, etc.) and the possibilities of remedy are set forth in the Bank's Business Rules.

4.2. Provisions on amendments of contracts

4.2.1. Any unilateral modification relating to the Bank Account Contract – including the present GTC and the Business Rules - and the contractual conditions, interests, default interests, fees, commissions, or costs specified therein, where such modification has an adverse effect on the Account Holder shall be initiated by the Bank at least 15 days prior to such modification's coming into force. As for Account Holders not qualifying for microenterprises under Section 2, subsection (17) of the Pft., the Bank shall not be under obligation to initiate such modification on paper or on a permanent data carrier, therefore the Bank may initiate such modification by any of the following means: on the website of the Bank, by SWIFT, letter or e-mail.

4.2.2. The Bank deems such modifications accepted by the Account Holder if the Account Holder doesn't notify the Bank on its non-acceptance of the modification until the day that precedes the modification's date of effect. If the Account Holder does not accept the modification and notifies the Bank accordingly in writing until the day preceding the modification's effective date, the Bank deems the non-acceptance of such modification as termination with immediate effect by the Account Holder. In the event of termination by the Account Holder, the Bank does not charge any fee or cost for termination, provided that such termination is completed prior to the day that precedes the modification's date of effect, but any payment obligations of the Account Holder existing in respect of the Bank shall become due and payable upon such termination, which must be paid off upon termination. As for Account Holders not qualifying for microenterprises under the Pft., the Bank shall be entitled to charge fees, costs for termination.

4.2.3. The Bank may initiate any modification relating to the Bank Account Contract – including the present GTC and the Business Rules - and the contractual conditions, interests, default interests, fees, commissions, or costs specified therein, where such modification has no adverse effect on the Account Holder any time, unconditionally. The Bank may notify the Account Holder about such modification on the Bank's website, via SWIFT, letter or e-mail on the bank business day preceding such modification's effective date, the latest

4.3. Miscellaneous provisions, effective date

4.3.1. The Bank and the Account Holder shall keep contact in English throughout the term of their legal relationship pursuant to the Bank Account Contract. Hungarian law shall govern over the Bank Account Contract.

4.3.2. When provisions of law applicable by credit institutions having an impact on the provisions of the Bank Account Contract are amended, such new or amended provisions of law shall become integral parts of the Bank Account Contract, and the GTC herein, as well.

4.3.3. In the case of contracts concluded prior to 15 March 2014, the Bank shall become exempt from liability if it proves that an unavoidable cause (force majeure) outside its scope of activities prevented the Bank from meeting its obligations specified in the Bank Account Contract or the respective legislation or provisions prescribed in a Community legal act. In the case of contracts concluded after 15 March 2014, the Bank shall become exempt from liability if it proves that a circumstance unforeseeable at the time of conclusion of the contract and beyond its control prevented the Bank from meeting its obligations specified in the Bank Account Contract, and the Bank could not be expected to avoid such circumstance or to avert the damage, or it has been excluded by provisions prescribed in legislation or in a Community legal act.

4.3.4. Invalidity of any provision of the Bank Account Contract shall not cause the invalidity of the Bank Account Contract as a whole.

4.3.5. The GTC herein **shall take effect on 1 July 2018 and the GTC in effect since 15 March 2014 shall simultaneously cease to be in effect**. The provisions of the GTC herein shall be in effect for an indefinite term.

ERSTE BANK HUNGARY ZRT.