



BUSINESS REGULATION

regarding
payment accounts, payment services
and deposits

Only for information purposes! In case of discrepancy between the Hungarian and the English version, the Hungarian text shall always prevail.

Effective from October 13, 2014.

Table of Contents

I. INTRODUCTORY PROVISIONS	3
1. General rules	3
2. Definitions	3
II. GENERAL TERMS AND CONDITIONS PERTAINING TO PAYMENT ACCOUNT	
MANAGEMENT AND PAYMENT SERVICES	6
1. Opening a payment account	6
2. Disposal over the payment account.....	7
3. Testamentary disposition	9
4. Statement of account	9
5. Payment transactions, means of payment	10
6. Payment orders.....	13
7. Reimbursement.....	16
8. Responsibility for the performance of payment transactions	17
9. Exchange rates applied in the case of payment orders requiring conversion	17
10. Claim on payment account, sight deposit interest	18
11. Service fees, expenses	18
III. GENERAL CONTRACT CONDITIONS FOR TERM DEPOSITS	18
1. Deposit placement.....	18
2. Interest.....	18
3. Early-termination of Deposit	19
4. Deposit insurance	19
IV. CLOSING PROVISIONS	20
1. Contact with the Client	20
2. Amendment of the Business Regulation	21
3. Termination of contract, closure of payment accounts	22
4. Complaint management, legal remedy	23

I. Introductory provisions

1. General rules

- 1.1.1. KDB Bank Europe Ltd. (headquarter: 1054 Budapest, Bajcsy-Zsilinszky út 42-46.; reg.no.: 01-10-041313) – hereinafter referred to as the Bank – has been licensed to manage retail payment and current accounts, to provide payment services and to collect deposits, based on the resolution of the Hungarian Financial Supervisory Authority, number 962/1997/F, issued on November 26th, 1987.
- 1.2. Between the Bank and the Client – together hereinafter referred to as the Parties – the contract conditions pertaining to payment account management, payment services and deposits, the individual contract, which arose between the Parties (payment account contract, deposit contract), present Business Regulation (hereinafter the “Business Regulation” or “Contract”) – in the case of the utilization of specific bank services – the business rules pertaining to Electronic and Phone banking services, Business Regulation on Bankcards, Business Regulation on Bankcards or General Terms and Conditions of VISA CHIP Debit Cards the individual contracts pertaining to these services and Lists of Conditions, the Banks forms provided for the submission of payment orders, as well as the Bank’s General Terms and Conditions, collectively constitute the contract conditions, which contract conditions collectively qualify as a frame contract pursuant to Pft.
- 1.3. In the case of issues, which are not regulated by the individual contract, which arose between the Bank and the Client, primarily the regulations in present Business Regulation, in the absence of a regulation by that, the General Terms and Conditions, and pertaining to issues not regulated by that, the provisions of law shall prevail, which pertain to payment services, and to other activities, operations, services and deals of the Bank.
In the case if there is a regulation included in the General Terms and Conditions which is divergent from the contents of present Business Regulation, regarding the specific issue, the regulations of the Business Regulation shall prevail.
- 1.4. The Business Rules are available to anyone and the Bank will publish them at its branches accessible to Clients, as well as on the Bank’s internet home page (www.kdbbank.eu). The Bank, upon such request by the Client, will provide to the Client, the Business Regulations as well as the List of Conditions – which contain the duration of the execution of services, the rules of payment orders and all payable fees, expenses, and other payment obligations toward the service provider – on paper, or on a durable medium, for no extra charge, prior to the conclusion of the contract as well as subsequently.
- 1.5. The Hungarian substantive and procedure law shall govern the legal relationship between the Client and the Bank in the absence of a stipulation to the contrary.

2. Definitions

Business day: the day, when the Bank conducts business activities according to its effective schedule, therefore when the Bank is open for the purpose of the performance of payment operations.

Banking holiday: the day, when the Bank doesn’t conduct business activities.

Deposit Announcement: an announcement, which includes the interest rates paid by the Bank on fixed term deposits and sight claims, and which constitutes a part of the List of Conditions.

EEA Member state: A member state of the European Union and other states, which are participant of the Agreement regarding the European Economic Area.

Intra-EEA payment transaction: a payment operation, in the process of which the payment service provider of both the payee and the beneficiary, or the single payment service provider

performing the fulfillment, provides its payment services within the territory of EEA, and the payment service is conducted in EURO, or in the currency of an EEA member state, which is outside of the Eurozone.

Electronic HUF transfer: a transfer initiated with an electronic HUF transfer order.

Electronic HUF transfer order: a domestic HUF transfer order - with the exception of an official transfer order – which isn't submitted on paper, and doesn't necessitate conversion.

Value Date: the day, which the Bank considers in the process of the calculation of interest on funds accounted to the credit and debit of the payment account.

Payment transaction: an act, initiated by the payer or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee, or an order initiated by an officer empowered to issue an official transfer order or a remittance summons.

Payment account: account opened by the Bank – based on a bank account contract according to section 529 of Ptk. or based on a payment account contract according to section 6:394 of PTK. - for the account holder for handling his financial transactions, which – independently from the name and currency of it – serves for the registration, management of claims and debts of the account holder and for the execution of the payment transactions and to the debit or credit of which any kind of payment method can be applied in the absence of a stipulation to the contrary. In case any business regulation, contract or other documents by the Bank mentions bank account it shall be considered as payment account within the legal relationship between the Bank and the Client.

Payment order: any instruction by a payer or payee to his payment service provider requesting the execution of a payment transaction, including official transfer orders and remittance summons;

Paying party: the legal entity,

a) who, as the owner of the payment account, approves the payment order, or

b) who submits a payment order in the absence of a payment account, or

c) whose payment account is debited by the Bank on the basis of an official transfer order or a remittance summons.

Consumer: any natural person acting for purposes which are outside his trade, business or profession.

Hpt.: Act CCXXXVII of 2013 on credit institutions and financial enterprises.

Beneficiary: the Customer entitled to the money constituting the subject of the payment operation (such as the addressee of a transfer).

Frame Contract: an agreement which arises between the Bank and the Client – which includes the mandatory content elements stipulated in Pft. -, pertaining to the provision of payment services, which specifies the essential conditions of payment orders and payment transactions, based on the frame contract, including the opening of a payment account.

List of Conditions: the contractual conditions of payment and other connected services provided by the Bank - which are not stipulated in the Business Regulations - particularly the document serving the purpose of the publication the rules and deadlines of the submission and execution of payment orders, the itemized list of service fees, commissions, expenses charged by the Bank, which constitutes a part of the contract concluded between the Bank and the Client.

Retail payment account: a payment account opened in the name of a consumer.

Micro-enterprise: the enterprise with or without legal entity, which – at the time of the conclusion of the frame contract, based upon the information available to the Bank - has less than a total of

10 employees, and the price revenue or balance sheet gross amount of which, in the business year prior to the conclusion of the contract, was 2 million Euros at the most, or the corresponding amount in forint, calculated according to the official foreign currency exchange rate published by the Hungarian National Bank, effective on the last day of the business year prior to the conclusion of the contract.

MNB decree: MNB decree number 18/2009 (VIII. 6.), on Payment Services Activities.

Paper based payment order: such written payment order, which wasn't signed by an electronic method.

Payment legislation: the provisions of legislation, which contain regulations pertaining to the management of payment accounts and payment services, particularly Act LXXXV of 2009, on Pursuit of the Business of Payment Services, and MNB decree number 18/2009 (VIII. 6.) on Payment Services Activities.

Current account: the payment account opened or to be opened, in order to manage the payments of the Account Holder within his regular economic activity, based on the obligation specified by law.

Payment service:

- a) services enabling cash to be placed on a payment account as well as all the operations required for operating a payment account,
- b) services enabling cash withdrawals from a payment account as well as all the operations required for operating a payment account,
- c) execution of payment transactions between payment accounts,
- d) the payment transactions referred to in Paragraph c), where the funds are covered by a credit line for a payment service user,
- e) issuing cash-substitute payment instruments, excluding checks and electronic money instruments,
- f) money remittance,
- g) execution of payment transactions where the consent of the payer to execute a payment transaction is given by means of any telecommunication, digital or IT device and the payment is made to the telecommunication, IT system or network operator, acting only as an intermediary between the payment service user and the supplier of the goods and services.

Payment operation service provider: the credit institution, specialized credit institution issuing electronic money, the institution operating the Postal Clearing Center, financial institution, the National Bank of Hungary and the Treasury, which perform payment service providing activities.

Pft.: Act LXXXV. of 2009 on Pursuit of the Business of Payment Services.

Pmt.: Act CXXXVI. of 2007, on the Prevention and Combating of Money Laundering and Terrorist Financing.

Ptk.: Act IV. of 1959 on Civil Code.

PTK.: Act V of 2013 on Civil Code.

Reference exchange rate: the prevailing exchange-rates between currencies, which are published by the Bank, available to the public and occur under standard conditions. The Bank publishes the reference exchange rates on its internet home page and at its branches, while the information pertaining to the application of reference exchange rates is published in the List of Conditions.

Reference interest rate: the prevailing market reference interest rates, applied by the Bank – tied to the reference interest rate – serving as the basis for the calculation of interests, available to the public; in the case of forint accounts BUBOR, central bank prime interest rate; in the case of foreign currency accounts LIBOR, central bank prime interest rate.
If the interest rates published in the Deposit Announcement are tied to the reference interest rate

(floating interest rate deposits), the Bank will adjust the announced interest rate to follow the reference interest rate. The Bank will publish its new Deposit Announcement on its internet home page and post it at its branches, on the day prior to its effective day at the latest.

Queuing: the non-execution of a payment order arriving on a payment account managed by the Bank, because of insufficient funds (keeping pending), and its placement in a waiting queue for the purpose of its future performance, not including the case when the paying party makes an agreement with the Bank regarding the placement into the queue, for the purpose of periodic payments, the scheduled fulfillment of arriving payment transactions.

Account Holder: a natural person or a corporate entity as well as other legal entity which has a payment account with the Bank.

Durable medium: a tool, which allows the Client to store data addressed to him, for a prolonged time period adequate for the purpose of the data, and to display the stored data in an unchanged form and with unchanged content.

Cut-off time table: the document, which constitutes an inseparable part of the List of Conditions, in which the Bank stipulates, by what deadline it will fulfill the tasks incumbent on it, in connection with the fulfillment of payment orders (by which value day).

Client: the Account Holder or another person authorized to dispose over the account (representative, agent).

Rules pertaining to Client-identification: Pmt., Pft.

II. General terms and conditions pertaining to payment account management and payment services

1. Opening a payment account

- 1.1. Based on the Bank's payment account contract concluded with the Account Holder in writing, the Bank opens a forint, or – in the currencies determined in the List of Conditions – a foreign currency payment account for the management of his payment transactions and for the accounting of his dealings with the Bank.
- 1.2. Based on the payment account contract, the Bank manages and records the cash assets at the disposal of the Account Holder on the payment account opened for the Account Holder, it performs payment transactions (cash deposit and withdrawal, transfer and collection) and other account transactions – according to the regulations of the provisions of law pertaining to payment service – on the account, furthermore it notifies the Account Holder regarding credits and debits which have occurred on the account, and regarding the current balance of the account.
- 1.3. The payment account contract is concluded for an undetermined period of time, on the day when both contracting parties have signed it.
- 1.4. A condition of the conclusion of the payment account contract, is for the Account Holder, complying with prevailing effective provisions of law pertaining to client-identification, and with the Bank's applicable regulations, to prove his identity, or to prove the registration of the legal entity under obligation of registration, as stipulated by provisions of law, and the representative of legal person or other organization to prove his authorization of representation, to present the certificates, official documents necessary for opening an account, specified in the List of Conditions, to make the specified declaration, to provide the Bank with a sample signature necessary for disposal over the payment account, as well as by signing the individual payment account contract, to accept the conditions contained in the Bank's General Terms and Conditions

and present Business Rules. The Bank, as a condition of opening a payment account, may specify in the List of Conditions a minimum amount to be deposited on the payment account.

- 1.5. The Bank records and identifies the payment account based of the Account Holder's full name – in the case of a non-natural person by its full or abbreviated name – and its unique financial index number (payment account number).
- 1.6. During the existence of the contractual relationship between the Bank and the Account Holder, the Client is obligated to notify the Bank of a change in the data provided to the Bank, within five business days after such becomes known to him.
- 1.7. If the Account Holder applies for the phone or any electronic service of the Bank, during the existence of the payment account contract, he may submit an application for a bankcard, or for the use of phone- or electronic banking services – in the manner determined by the business regulation of phone- and electronic services – by phone or through an electronic channel.

2. *Disposal over the payment account*

- 2.1. The Account holder and the person authorized and announced by him have disposal right over the payment account. The Account Holder and other authorized person shall have free disposition over the payment account, except for cases stipulated by provisions of law. Without his order or against his order, the payment account may exclusively be debited in cases stipulated by provisions of law.
- 2.2. The Account Holder is obligated to report toward the Bank the persons entitled to dispose over his payment account, on the form serving this purpose (signature card). The representative of legal person or other organizations, at the time of registration of the persons entitled for signature, may determine the method of disposal over the payment account, taking into consideration the provisions of law and its internal regulations pertaining to the establishment, operation and representation of an Account Holder.
A precondition of disposal over the account is that the Account Holder and the person entitled by him to dispose over the account (authorized person) provide the Bank with their sample signatures on the signature card. In the case of legal person or other organizations, at the time of the signature registration, the use of a stamp may also be specified as the condition of disposal over the account. In the absence of such stipulation the stamp only serves to indicate the Account Holder's name, the Bank will not examine the stamp imprint as a condition of disposal over the account.
- 2.3. The Bank will only accept power of attorney for disposal over the account in the form of a public or private document providing conclusive evidence. power of attorney may be given with an amount limit, or on a case-by-case basis (pertaining to a one-time cash withdrawal authorization), or with restrictions pertaining to the method of the submission of the payment order. The person authorized for disposal of the account is not entitled to pass forward this right – unless for the law of the country in which the legal person or other organizations registered allows it - and is not entitled to terminate or modify the account contract. The Account Holder may cancel or restrict the entitled person's authorization at any time. If several persons are authorized to dispose over the account, the method of disposal over the account (independent or joint) has to be indicated on the signature card.
- 2.4. In case of the death of an Account Holder, who is a natural person, the power of attorney for disposal over the account will cease. The authorized person is obligated to report the fact of the authorizer's death immediately. The Bank shall not be responsible for the damages arising from the failure of the announcement. The Bank will not execute orders by the authorized person, in case it learns from a deed about the fact of death beyond reasonable doubt
- 2.5. The Account Holder of a retail payment account – not including his immediate family – may only provide power of attorney entitling to dispose over the payment account to two persons, at the

- most. One person may only be authorized to dispose over the payment accounts of three Account Holders, at the most.
- 2.6. A separate signature card has to be completed for every payment account, and in the case of any amendment of data or signatures indicated on the card, a new signature card has to be registered. The Bank will place the duly completed signature card into effect immediately at the account managing branch and at its other branches on the next bank business day.
- 2.7. If a retail payment account has several Account Holders, the co-Account Holders with equal rights and equal obligations in connection with the account; their rights and obligations originating from the contract are collective. In the absence of an instruction to the contrary, the ownership shares of the Account Holders are equal. They are only entitled to amend or terminate the payment account contract collectively, even in the case if they are entitled to dispose over the account independently from each other. A jointly owned payment account may only have two Account Holders. Only natural persons may possess joint payment account.
- 2.8. The authorized person may dispose over the payment account with the use of the proper form provided by the Bank, with the well legible indication of the payment account number of the affected account and the Account Holder's full name – in the case of a legal person its full or abbreviated name – and his signature registered at the Bank which is authorized to perform orders related to the account. If the Client acts personally, the Bank is authorized to check the Clients personal information, besides examining his signature. The related business regulations of the Bank includes the general contractual terms on the payment orders sent via phone, fax, electronic channel or by bankcard.
- 2.9. On a current account opened for legal persons, which has not been registered in the registry specified by provisions of law:
- a) in the case of a business association and co-operative – aside from capital contribution or funding assets – a payment order may not be performed to the debit of the payment account until the Account Holder has proven, that he has submitted his application for registration and has disclosed his tax ID number and statistical code;
 - b) In the case of other corporate entities established with registration – aside from equity capital and founding resources – a payment order may be fulfilled to the debit of the payment account, exclusively after the verification of the fact, that registration has occurred, even in case of the fulfillment of the conditions specified in Item a).
- 2.10. The Bank is entitled to deny the fulfillment of cash deposit or international or foreign currency transfer orders initiated from a private payment account and to reject the payment order, in case the amount of the submitted international or foreign currency transfer order(s) concerning the private payment account exceeds the limit on daily basis and the source of the amount of the transfer order is not confirmed by credible document.
- 2.11. The Bank is entitled to refuse the fulfillment of a payment order in cases other than the ones specified in Item 2.10., if
- As the result of failure to fulfill the obligation described in Item 1.6., or for any other reason, the data which need to be recorded in the process of client-identification are not current or are incomplete;
 - The Bank is unable to perform the due-diligence measures stipulated in Pmt.;
 - The Client regularly manages payment orders connected to business activities on the retail payment account managed by the Bank, or utilizes the service provided by the Bank not conforming to its intended purpose;
 - The Client, or another person initiating a payment transaction or the beneficial owner according to Pmt., – based on the issuer of his official ID suitable to prove his citizenship, identity, or based on his address – may be connected to a country which is qualified as outstandingly risky from the point of view of money laundering and the financing of terrorism;

- The transfer arriving on the bank, account or the transfer initiated to its debit originates from or is destined to a country which is qualified as outstandingly risky from the point of view of money laundering and the financing of terrorism.

3. Testamentary disposition

- 3.1. The natural person Account Holder may designate another natural person, as beneficiary with the right to dispose over the funds placed in the payment account, in the event of the Account Holder's death. An instruction regarding disposition in the event of death may be submitted personally at the Bank, or in a public or a private document providing conclusive evidence, by providing the name, place and date of birth, the mother's maiden name and the permanent address of the beneficiary.
- 3.2. In the event of the Account Holder's death, the Bank will pay the balance of the payment account to the Beneficiary, based on the instructions of the beneficiary, with the simultaneous termination of the payment account, after verifying the fact of death with a notarial deed, and the beneficiary's identification as a client. In this case, the balance of the payment account doesn't constitute an object of inheritance, the beneficiary is entitled to dispose over the amount on the account without and irrespective of a probate proceeding.
- 3.3. The Account Holder may amend or revoke his instructions for the event of his death; however for the event of the beneficiary's death, an alternate beneficiary may not be designated.

4. Statement of account

- 4.1. The Bank will notify the Account Holder with a statement of account regarding the credits, debits have been booked on the payment account, as well as the payment account's balance, in the method and with the frequency chosen by him in the payment account contract.
- 4.2. The payment account statement contains – among others – the itemized turnover of the payment account, its opening and closing balance, the type of payment transactions, and references making their identification possible, the information of the paying party and the beneficiary, as well as other information forwarded with the payment transaction (remark), the amount of the payment transaction, the amount of the payment transaction calculated in the currency specified in the payment order, the exchange rate applied by the Bank in the course of the fulfillment, all the fees, expenses or other payment obligations payable to the Bank, in an itemized way, and the value dates of credits and debits.
- 4.3. In the absence of an agreement otherwise, the Bank will provide one payment account statement per month to the Account Holder, free of charge, on paper or in an electronic form. To retail Account Holders, who receive electronic banking service, the Bank will make the payment account statement available in an electronic form, however the Account Holder may request a monthly paper based statement as well, which he can receive at any branch of the Bank, free of charge. The Account Holder may receive the paper based account statement personally at the branches of the Bank, or upon such request by the Account Holder, the Bank will mail the account statement to the address provided by the Account Holder, free of charge.
- 4.4. Aside from the account statement made available free of charge, for a fee specified in the List of Conditions, the Bank will provide subsequent information to the Account Holder in other way as well, regarding the payment account turnover, and the payment transactions executed on the account.
- 4.5. The Bank is not obliged to establish and communicate the balance of the payment account in writing with the Account holder once a year apart from the section 6:392 of the PTK. The Bank inform the Account holder about the balance of payment account exclusively by statements.

5. **Payment transactions, means of payment**

5.1. The Bank shall execute payment transactions – with the exception of official transfer orders and remittance summons – if the paying party approved them in advance - in the cases specified in items 6.2.2. and 6.2.3. – subsequently.

5.2. The following means of payment may be applied for the execution of payment transactions:

a) Means of payment between payment accounts:

aa) credit transfer

ab) collection

ac) official transfer, remittance summons

ac) payment initiated by the paying party via the beneficiary

ad) documentary credit (letter of credit)

b) Means of cash payment to or from a payment account, such as in particular:

ba) cash deposit on a payment account

bb) cash withdrawal from a payment account

The detailed rules pertaining to means of payment are specified in the Pft. and MNB decrees.

5.3. *Means of payment between payment accounts*

5.3.1. Credit transfer

5.3.1.1. With the transfer order the Client orders the Bank to transfer a specific amount to the credit of the beneficiary's payment account to the debit of the payment account. Via the transfer the Bank will accept the forint or foreign currency amount arriving on the payment account and credit it to the Account Holder's account.

5.3.1.2. The transfer orders submitted to the debit of the payment account can be:

- *One-time or standing transfer order* (transfer to be performed at fixed intervals, which the Bank will execute until the order is cancelled, or until the day specified in the order, meaning until the expiration of the deadline);
- *immediate or deferred payment* (an order submitted with a debit day, which is later than as it's specified in the Cut-off time table);
- *domestic or international payment transfer* (the accounts of the paying party and the beneficiary are managed in different countries);
- *internal or external payment transfer* (the accounts of the payer and the beneficiary are both managed by the Bank);
- *transfer between own accounts*: a transfer between the Account Holder's separate accounts managed by the Bank;
- *group transfer*: the Account Holder submits the transfer orders to the credit of several beneficiaries with the same legal title, in a bundled, group form.

5.3.1.3. In the case of standing and deferred payment orders, if the debit day specified by the Client falls on a non-business day, or in the given month there isn't such a day, then the next bank business day shall be considered as the debit day.

5.3.2. Collection

5.3.2.1. With a collection order, the Account Holder, as the beneficiary, orders the Bank to collect a specific amount to the credit of his payment account, to the debit of the payment account of the paying party (obligor). The Bank forwards the collection order to the financial institution which manages the paying party's payment account. The Bank always executes the collection orders submitted to the debit of the Account Holder's account, as the paying party (obligor), according to the stipulations of effective provisions of law pertaining to payment operations.

5.3.2.2. Types of collection order:

- *Direct debit:*
Based on the authorization for the performance of a direct debit order, the Account Holder, as the paying party (obligor) approves the submission of a direct debit order to the debit of his account, to the credit of the beneficiaries specified in the authorization, at the same time he orders the Bank to regularly perform the direct debit orders submitted by the beneficiaries specified in the authorization, to the debit of the account, according to the stipulations of the authorization. The Bank, based on the received authorization regarding the execution of a direct debit order, will notify the beneficiaries via their financial institutions, regarding the acceptance, amendment or cancellation of the authorization. The Bank will notify the beneficiaries regarding the amount of the upper value limit specified by the Account Holder, exclusively in the case of the Account Holder's approval.
The Account Holder as the beneficiary, based on the authorization of the paying parties, (obligors) will submit the collection orders to the debit of the payment accounts of the different paying parties, with identical legal titles, complete with a debit date, in a bundled, group form, to the Bank; the Bank will pass them on to the financial institutions which manage the accounts of the paying parties.
- *Collection based on an authorization letter:*
The Account Holder as the paying party (obligor), approves the submission of a collection order to the debit of his payment account, for the beneficiary specified in the authorization, at the same time orders his financial institution to perform the collection orders submitted by the beneficiary to the debit of the account, according to the stipulations of the letter of authorization.
For the Account Holder as a beneficiary, the Bank will pass the collection order, based on the letter of authorization, to the financial institution which manages the paying party's payment account.
- *Collection order with execution purpose:*
If the general conditions of court collection execution existed prior to November 1st, 2009, the Account Holder, who is entitled to collect his receivable by the means of payment services, may submit a collection order at the debit of the Account Holder's payment account, even in the absence of the obligor's pertaining approval, if the conditions thereof specified in Pft. exist.
- *Collection of bills:*
An order for the collection of receivable based on a bill, in the case of which the bill constitutes the authorization of the principal debtor pertaining to the performance of the collection order.
- *Deferred payment documentary collection:*
By means of a deferred payment documentary collection order, the Account Holder, as the beneficiary orders the Bank to collect a specific amount to the credit of his payment account, to the debit of a paying party who has an account at the treasury, for the purpose of the effectuation of a payment obligation, undertaken based on an agreement.
- *Documentary collection:*
By means of a documentary collection order the Account Holder, as the beneficiary of the basic dealings, passes the documents constituting the basis for the receivable to the Bank, with the order that the Bank only provide those to the paying party (addressee) in the case of the fulfillment of payment, bill acceptance or other conditions.

5.3.3. Official transfer order, remittance summons

5.3.3.1. In the course of a court collection proceeding, as well as a tax and public administration collection proceeding, the claim has to be performed with an official transfer order, or a transfer based on a remittance summons.

5.3.3.2. Based on the official transfer order – or the remittance summons – the Bank will transfer a specified amount of funds at the debit of the Account Holder's account, to the payment account specified by the beneficiary providing the official transfer order, or designated in the remittance summons.

If the Account Holder is authorized to issue an official transfer order, he may also initiate the

official transfer through the Bank. The Bank is obligated to pass that on to the financial institution of the paying party, designated in the official transfer order.

5.3.4. Payment initiated by the paying party via the beneficiary

The general contract conditions pertaining to this payment method (payment with a bankcard) are described in the Business Regulation on Bankcards or General Terms and Conditions of VISA CHIP Debit Cards.

5.3.5. Documentary credit (letter of credit)

5.3.5.1. With a documentary credit the Bank ("initiating financial institution"), based on the order of the Account Holder, who is the obligor in the basic dealings, on its own behalf assumes the obligation, that if the beneficiary submits the specific documents to it, within a specific deadline, and it fulfills all other conditions stipulated by the documentary credit, then in the case of the validity of the documents, it will pay the amount specified in the documentary credit to him by a transfer.

5.3.5.2. The beneficiary may deliver the documents, specified in the documentary credit, with a claim submission letter used by the Bank for this purpose, directly or via the financial institution which manages his account.

5.4. *Means of cash payment to or from a payment account*

5.4.1. Cash deposit:

5.4.1.1. At the Bank's cash desks – or based on a separate agreement, outside of cash desk opening hours, at the night time deposit vaults used by the Bank for this purpose – the Client, or other paying party, with the completion and signing of a cash deposit slip, may deposit cash to the credit of the Account Holder's account, in forint or in the foreign currencies specified in the List of Conditions.

5.4.1.2. The Bank will count the cash deposited at the cash desk at the time of taking possession of it, and will check if it qualifies as legal tender, and will immediately credit it to the account of the Account Holder. The Bank provides cash desk services during its cash desk opening hours, published in the List of Conditions at its branches.

5.4.1.3. Upon the Account Holder's request, the Bank will also conduct the processing of the deposited cash (counting, legal tender inspection) subsequently to the deposit, in the absence of the paying party, if the Account Holder makes a declaration according to which he will accept any discrepancies between the amount indicated in the record attached to the cash, and the official record of the Bank prepared during the processing of the cash, and excludes the financial liability of the Bank in connection with it. (bulk cash payment, night time deposit vault)

5.4.2. Cash withdrawal:

5.4.2.1. The Account Holder and the authorized person may withdraw cash at the debit of the accounts of the Account Holder, by completing and signing a cash withdrawal slip.

5.4.2.2. The Client is obligated to provide notification in advance, regarding a request to withdraw cash, which exceeds the amount limit specified in the List of Conditions.

5.4.2.3. The general contract conditions regarding cash withdrawal with a bankcard are described in the Business Regulation on Bankcards or General Terms and Conditions of VISA CHIP Debit Cards.

6. **Payment orders**

6.1. Submission, acceptance and execution of payment orders

- 6.1.1. The Client may submit a payment order on paper, using the forms applied by the Bank, and specified in the provisions of law pertaining to payment services, as well as – in the manner specified in the Business regulation regarding phone and electronic banking services – by phone or electronically, and he may initiate a payment order with a bankcard, according to the contents of the Business Regulation on Bankcards or General Terms and Conditions of VISA CHIP Debit Cards .
- 6.1.2. The Bank will only perform a payment order, which contains all data necessary for the performance of a payment order, and which is signed by the Account Holder, or by another person authorized to dispose over the account and to submit a payment order – or approved in another manner which is allowed in the case of the specific payment order.
- 6.1.3. For the execution of the payment order, the Client shall define the amount of the payment order, its currency, the paying party's - in the case of a payment order between two accounts the beneficiary's – name, and the current account number of his account and the date of the payment order and – in the case of value day payment orders – its value date, furthermore the additional identification or other data necessary for the execution of the specific payment order. In the case of international payments, the transfer order has to contain the legal title of the specific payment and the beneficiary's country code, or in the case of transfers intended to one of the member states of the European Union, the beneficiary's international payment account number (IBAN) and the identification code of the beneficiary's financial institution (BIC or SWIFT code).
- 6.1.4. The Bank will not perform paper based payment orders which are incomplete, illegible, incorrect or contradictory, corrected or improperly signed (hereinafter: incorrect). If the correction, supplementation and confirmation doesn't occur on the day of the receipt of the payment order (in person, by phone or via an electronic channel), the Bank will reject such payment orders – with an indication of the reason – and will return them, or send them back to the Client without execution. The Bank is not responsible for consequences originating from the delayed performance, or the non-performance of incorrect payment orders.
- 6.1.5. The Bank – in the absence of a provision of law to the contrary – will reject the payment orders which can't be executed because of insufficient funds, except if it makes an agreement with the Account Holder otherwise. The Account Holder is obligated to compensate the Bank for any expenses incurred in connection with payment orders which can't be executed because of insufficient funds, or the Bank is entitled to effectuate its receivable originating from such, to the debit of the Account Holder's payment account.
- 6.1.6. The Bank may execute official transfers and remittance summons submitted to the debit of the payment account, and immediate collection orders – in the absence of an agreement otherwise between the Bank and the Account Holder – even to the debit of the credit-line connected to the payment account.
- 6.1.7. The Bank will accept same-day execution orders within the deadline of receipt, specified in the Cut-off Time Table published in the List of Conditions. If the payment order arrives to the Bank after the deadline of receipt, specified for the given payment order, the Bank will consider it accepted on the next banking day, taking into consideration the deadline of receipt specified for the given payment order. The Bank will accept payment orders in the order of their arrival – taking into consideration the deadline of receipt, specified in the Cut-off Time Table and the contents of item 6.1.8 – and it will execute the payment account debits – in the absence of a provision of law or an order by the Account Holder to the contrary – in the order of acceptance. Pertaining to the time and order of acceptance the Bank's records will prevail. A rejected payment order shall be considered as not accepted for execution.
- 6.1.8. Payment order's time of receipt:

- a) If the Business Regulation don't regulate otherwise pertaining to the specific payment order, the time of the payment order's receipt is the time within the receipt deadline specified in the Cut-off Time Table, when the payment order arrived at the Bank, a payment order which arrives on a day which is not a bank business day, it shall be considered as received on the next bank business day.
- b) If the Client who initiates the payment order and the Bank make an agreement regarding that the Bank will commence the execution of the payment order on a specific day or after the passage of a specified period of time or on the day when the Account Holder makes the funds necessary for the execution available, the day specified in the agreement shall be considered as the day of receipt, taking into consideration the reception deadline specified in the Cut-off Time Table. If this day isn't a banking day, the next banking day shall be considered as the time of receipt.
- c) If the Bank places the payment order into the queue, based on a provision of law or on an agreement made with the Account Holder, the payment order's time of receipt is the time within the time of the reception deadline specified in the Performance Rule, when the funds necessary for the performance (partial performance) are available on the Account Holder's payment account.
- d) In the case of a remittance summons the time of receipt is the time within the time of the reception deadline specified in the Cut-off Time Table, when the Bank's payment obligation becomes due based on the remittance summons. This regulation will prevail regarding the withholding of the funds specified in the remittance summons.
- e) In the case of an electronic forint transfer the payment order's time of receipt is the time within the time of the reception deadline specified in the Cut-off Time Table, when the electronic forint transfer order arrived at the Bank and the funds necessary for the execution (partial execution) are available on the Account Holder's payment account. If the electronic forint transfer order was submitted with the indication of a debit day, the payment order's time of receipt is the time, when on the debit day the funds necessary for the execution (partial execution) are available on the Account Holder's payment account. If the day specified as the debit day doesn't fall on a banking day, then the next banking day shall be considered as the debit day.
- 6.1.9. The Bank will calculate the payment order's execution deadline from the time of receipt of the payment order as specified in item 6.1.8. If the condition of the specific payment order's receipt specified in item 6.1.8 is the availability of the funds necessary for the performance (partial performance), the Bank will commence the debit of the payment account at the time of its receipt.
- 6.1.10. The Bank specifies the deadline for the tasks incumbent on it in connection with specific payment orders in the Cut-off Time Table published in the List of Conditions.
- 6.1.11. In the process of the performance of the payment operation the Bank isn't obligated to inspect the congruency of the beneficiary and the paying party designated by the payment account number and the beneficiary and paying party designated by their names, except in the cases of official transfers and remittance summons. The Bank executes the payment operations based on a unique identifier (such as account number).
- 6.2. Approval, revocation, correction and recall of payment transactions
- 6.2.1. The Client approves the payment transaction in writing, by signing the completed and correctly filled out payment order (or other document containing approval) in the manner registered at the Bank, and by submitting it to the Bank, or – in the manner specified by the pertaining business regulations – by phone or electronically – in the absence of a regulation otherwise, at the time of the submission of the order, in advance.
- 6.2.2. The rules pertaining to the prior and subsequent approval of payment orders initiated with a bankcard are included in the Business Regulation on Bankcards or General Terms and Conditions of VISA CHIP Debit Cards.
- 6.2.3. The Account Holder may determine a value limit for the execution of direct debit orders and collection orders based on a letter of authorization. The Bank will not execute the order which

exceeds the amount determined by the limit. The Bank may also notify the Account Holder regarding a direct debit order before its execution, who may cancel the execution of the order until the end of the business day prior to the debit day.

- 6.2.4. The Client may correct or recall the payment order initiated by him – in the absence of a rule to the contrary in the pertaining List of Conditions – until the commencement of the debit, but on the payment order's day of submission at the latest, during cash register hours. In the case of a value day payment order (tied to a debit day) the Client may recall the payment order until the end of the business day prior to the debit day specified by the parties. In the case of collection the Client may recall the payment order until the end of the business day prior to the debit day. If the Client gives notification of the payment order's withdrawal or correction not in a written form, the Bank will suspend the execution of the payment order until the arrival of the written confirmation.
- 6.2.5. If the payment order was initiated by the beneficiary (such as direct debit order), or it was initiated via him (such as a payment order initiated with a bankcard on a POS terminal), after providing the approval for the payment order or for the performance of the payment transaction, the Client may not withdraw the payment order. In the case of such a payment order which was initiated by the beneficiary or was initiated via him, the beneficiary's consent is required for the payment order's recall.
- 6.2.6. The Account Holder is obligated to compensate for any expenses incurred by the Bank as a consequence of the payment order's revocation, recall, correction, and the Bank is entitled to effectuate its receivable to the debit of the Account Holder's payment account.
- 6.2.7. The Client may initiate the correction of an unapproved or approved but incorrectly performed payment operation immediately after the execution of the payment order, but on the day of the second month after the execution of the payment operation which is identical with the day of the debit at the latest.
- 6.2.8. If the Bank rejects the request for correction by a consumer or micro-enterprise, the Bank is obligated to prove, that the Account Holder as the paying party approved the disputed payment transaction, the payment transaction was properly recorded and the performance was not prevented by a technical error or breakdown.
- 6.2.9. In the case of the execution of an unapproved payment transaction, the Bank is obligated to immediately reimburse the amount of the payment transaction to the paying party and restore the account to the conditions prior to the debit, and is obligated to compensate for the damage suffered by paying party.
- 6.2.10. The Client may initiate the recall of a transfer initiated by the Client, within 30 business days of the execution of an external Electronic forint transfer order – within the deadline of receipt pertaining to outgoing Electronic forint transfer orders – in the following three cases:
- Duplicate sending;
 - Incorrect order caused by a technical problem;
 - Suspicion of fraudulent order.
- If the Client wishes to revoke an external Electronic forint transfer initiated by him after the time specified in item 6.2.4., his related request qualifies as a request regarding the recall of an Electronic forint transfer.
- 6.2.11. If the amount of the recalled Electronic forint transfer has been credited to the beneficiary's account, it may only be transferred back in the case of the beneficiary's consent. If the recall of an electronic forint transfer credited to the Account Holder's payment account is initiated, and if the Account Holder doesn't consent to transferring it back within 60 business days – within the delivery deadline pertaining to outgoing Electronic forint transfer orders – the Bank will reject the recall. If according to the Account Holder's consent an Electronic forint transfer credited to a payment account managed in a currency other than forint is transferred back, the Bank will transfer back the amount of the Electronic forint transfer credited to the foreign currency account with the appropriate application of items 9.1. and 9.2.

7. Reimbursement

- 7.1. To the Account Holder, as the paying party, upon a request submitted within fifty-six days counted from the debit day, the Bank will reimburse the amount of the payment transaction approved by the Account Holder, initiated via or by the beneficiary if, the Account Holder is able to prove with credible documentation, the simultaneous existence of the following conditions:
- At the time of approval the Account Holder had no knowledge of the amount of the payment transaction, and
 - The amount of the payment transaction exceeded the amount, which in the specific situation, was reasonably expectable from the Account Holder.
- 7.2. The Account Holder shall append the following documents to the reimbursement request:
- The original contract, which was concluded between the Account Holder and the beneficiary, which constitutes the basis for the payment transaction;
 - His declaration made, cognizant of his criminal liability, in which the Account Holder states, that at the time of the approval of the specific payment order, he had no knowledge of the amount of the payment order, which constitutes the subject of the reimbursement claim, and/or the fact, that he couldn't have had knowledge of it;
 - The original invoice, which constitutes the subject of the disputed payment transaction, along with the original copies of the invoices issued by the beneficiary, payment notices, account settlements in the period prior to the debit day, furthermore all other such documents which credibly support the existence of the conditions determined in item 7.1;
 - The complaint submitted to the beneficiary pertaining to the request of reimbursement and the response of the authorized person;
 - The declaration of the Account Holder related to the fact, that the beneficiary hasn't refunded to the Account Holder the amount, the reimbursement of which was requested, and that it hasn't been credited, or compensated to his benefit.
- 7.3. From the part of the Account Holder, the performance of such collection can't be considered to exceed the amount reasonably expectable in the given situation, in the case of which it can be presumed, that:
- The collected amount serves the payment of an overdue, or due debt or public due, especially originating from credit, or loan contracts, originating from an effective contract between the beneficiary and the Account Holder;
 - The Account Holder determined the upper possible limit of the amount of payment operations and the collected amount was within this amount limit.
- 7.4. The Bank will make a decision regarding the sufficiently completed, submitted reimbursement request within 10 business days, in the course of which it's still authorized to demand further documents, and pieces of information, and to examine all the circumstances of the case. Based on a favorable decision, the Bank will credit the amount, which was requested to be reimbursed, to the payment account of the Account Holder within 10 business days at the latest. The Bank is authorized to debit from the payment account of the Account Holder the amount credited as of the credit date, if it comes to its knowledge, that the Account Holder was directly compensated by the beneficiary.
- 7.5. The Account Holder isn't entitled to reimbursement, if he submitted the approval regarding the payment order directly to the Bank, and the prior notification obligation regarding the payment transaction was fulfilled by the Bank or the beneficiary twenty-eight days prior to the due date of the performance of the payment operation.

- 7.6. In the case, that the Client isn't a consumer or micro-enterprise, and the financial institution of the beneficiary isn't located in a member state of the European Economic Area, he is not entitled to reimbursement.

8. Responsibility for the performance of payment transactions

- 8.1. If the payment transaction was initiated by the Account Holder, as the paying party, the Bank is responsible for the incorrect execution of the payment operation, except if it proves, that the amount of the payment transaction was received by the beneficiary's financial institution. The Bank – in the case of the existence of its responsibility – will immediately reimburse the amount of the unperformed or incorrectly performed payment operation to the Account Holder, and it will return his payment account to a condition, as if the incorrectly performed payment operation didn't occur at all.
- 8.2. At the request of the Account Holder, as the paying party – regardless of the question of responsibility for the non-performance or incorrect execution of the payment transaction – the Bank is obligated to behave in a way generally expectable in the given situation in the interest of tracing the payment operation, and to inform the Account Holder of the result of the tracing.
- 8.3. If the Account Holder initiated the payment transaction as the beneficiary, or it was initiated via him, the Bank is responsible for the passing of the payment transaction to paying party's financial institution and the performance of the payment operation, in accordance with provisions of law toward the beneficiary. The Bank is immediately obligated to ensure, that the amount of the payment operation credited to the Account Holder's payment account will be available to the Account Holder.
- 8.4. If the Account Holder initiated the payment transaction as the beneficiary, or it was initiated via him – regardless of the question of responsibility for the non-performance or incorrect performance of the payment operation – the Bank is obligated to behave in a way generally expectable in the given situation in the interest of tracing the payment operation, and to inform the Account Holder of the result of the tracing.
- 8.5. The Bank is responsible toward the Account Holder for the reimbursement of the fee, expense or other payment obligation charged for the non-executed or incorrectly executed payment transaction by it, and for the shortfall of interest income.
- 8.6. The regulations of items 8.1. to 8.5. are only applicable if the beneficiary's financial institution is located on the territory of an EEA member state.

9. Exchange rates applied in the case of payment orders requiring conversion

- 9.1. In the case of a payment order given in a currency different from the currency of the payment account, the Bank will debit from the payment account, and it will credit the amount of the payment transaction to the payment account in the currency of the payment account. In the course of the conversion from the currency different from that of the payment account to the currency of the payment account, the Bank – in the absence of an agreement with the Account Holder otherwise – will apply its published reference exchange rate.
- 9.2. The Bank – in the absence of an agreement otherwise - will execute the same day orders received for processing which necessitate conversion, at its currency buying/selling exchange rate (reference exchange rate) listed on the specific day, published by 12 o'clock at the latest. The Bank publishes its daily determined exchange rates on its internet home page (www.kdbbank.eu) and at its branches.

10. Claim on payment account, sight deposit interest

- 10.1. If the Client doesn't provide instructions regarding the blocking of the credit balance and placing the amount into a fixed term deposit, the Bank will consider it as a client sight claim.
- 10.2. The Bank will pay sight deposit interest on the daily balance of the receivable which exists on the payment account. The interest is due quarterly, which the Bank will credit to the account on the last banking day of the quarter.
- 10.3. The Bank will pay an interest on sight claims specified in the Deposit Announcement which constitutes an inseparable part of the List of Conditions.

11. Service fees, expenses

- 11.1. In return for managing the payment account, for payment services and for other related services, the Bank charges fees, commissions and expenses, the amount, method of calculation and due date of which are described in the prevalent effective List of Conditions.
- 11.2. The Bank is authorized to directly debit the amount of due fees, commissions and expenses from the payment account when they become due. If the balance of the payment account is insufficient to cover the Bank's receivable, the Bank is authorized to debit it from the Client's any other account managed by the Bank as well.

III. General contract conditions for term deposits**1. Deposit placement**

- 1.1. Based on the deposit contract the Client places either a forint or foreign currency – specified in the List of Conditions – deposit (Deposit Amount) in the Bank and blocks it for a fixed period of time (Term), the Bank will pay an interest on the blocked deposit, and will make the Total Deposit and its due interest available to the Client on the last day of the Term (Expiry Date) - if that day falls on a bank holiday, then on the next banking day.
- 1.2. The minimum Deposit Amounts pertaining to specific deposit products and the selectable Terms are specified by the Bank and regularly published in the Deposit Announcement.
- 1.3. The deposit contract takes effect on the day, when both Parties have signed the individual deposit contract, and the Client has deposited the Deposit Amount in the Bank. Deposit contract can be concluded via identified electronic channel - KDB Kontakt and KDB NetBank service -. The contract concluded via electronic channel enters into force when the Bank accepts the declaration voice-recorded or made via KDB NetBank and when the Deposit Amount is placed with the Bank. The deposit contract concluded via identified electronic channel shall be considered as written contract, which is registered and made available by the Bank subsequently.
- 1.4. The deposit may be placed for a single term or for roll-over. In the case of roll-over deposit placement, the Bank will block the deposit again on the expiry date (turning date) under the prevailing conditions pertaining to the specific deposit products.

2. Interest

- 2.1. The Client is entitled to an interest on the deposited Deposit Amount from the first day of the Term (including that day) until the Expiry Date (not including that day), the amount of which (expressed in annual interest) pertaining to the deposit product selected by the Client will be published by the Bank in the Deposit Announcement (Deposit Interest). The Bank reserves the

right to amend the interest conditions pertaining to specific deposit products, however in the case of deposits bearing fixed interest, the interest rate effective on the first day of the Term will prevail until the Expiry Date, pertaining to the Deposit Amount blocked for a specific Term.

- 2.2. In the case of a deposit blocked for a single term, the Bank will credit the deposit amount and the interest to the payment account from which the Deposit Amount was blocked. In the case of recurring blocking on the expiry date (turning date), according to the Client's instructions the Bank will credit the amount of the interest to the payment account from which the Deposit Amount was blocked or will block it again including the capital (capitalizes it).
- 2.3. The rate of deposit interests, and in the case of floating interest rate deposits, the method of calculating the interest are included in the Deposit Announcement which constitutes a part of the List of Conditions.

3. *Early-termination of Deposit*

The Client has the right to terminate the deposit contract without explanation. The termination of the deposit contract qualifies as a Deposit Early-termination as well as every payment transaction by the execution of which the blocking of the Deposit Amount is terminated before the Expiry Date of the Term, including orders given by the Client, a court ordered collection to the debit of the Deposit Amount, and in the case of a deposit serving as collateral the payment of indemnity to its debit. In the case of a deposit early-termination, pertaining to the specific Term, the Client is entitled to sight deposit interest on the Deposit Amount effective at the time of the deposit early-termination. The deposit contract will be terminated at the time of the deposit early-termination, and the Bank will credit the remaining amount of the Deposit Amount and the interest due to the Client on the payment account from which the Deposit Amount was blocked. The deposit contract will be terminated if the payment account from which the Deposit Amount was blocked is closed. If the closing of the payment account occurs with common termination by the Bank, the Client is entitled to the time proportional deposit interest calculated until the day prior to the termination of the deposit contract, while in the case of the termination of the payment account by the Bank with immediate effect, or termination with account closing by the Client, the Client is entitled to sight deposit interest, on the blocked Deposit Amount, effective at the time of the deposit early-termination.

4. *Deposit insurance*

- 4.1. The Bank is a member of the National Deposit Insurance Fund. The National Deposit Insurance Fund insures the Client's capital and interest claims originating from a deposit contract, in accordance with the regulations of Hpt.
- 4.2. The insurance provided by the Fund – in the absence of regulations otherwise by Hpt.'s rules pertaining to deposit insurance – shall not cover the deposits of:
 - a) budgetary authorities,
 - b) permanently 100% state-owned business associations,
 - c) municipalities,
 - d) insurance companies, voluntary mutual insurance funds as well as private pension funds,
 - e) investment funds,
 - f) Pension Insurance Fund and the organizations managing them, health insurance organizations, pension insurance management organizations,
 - g) separate state funds,
 - h) financial institutions,
 - i) the Hungarian National Bank (MNB),
 - j) investment enterprises, members of the stock exchange, commodity exchange service providers,

- k) mandatory or voluntary deposit insurance, institution protection and investor protection funds as well as the Pension Guarantee Fund,
- l) senior managers and appointed auditors of the Bank, persons with a minimum of 5% ownership participation in the Bank and close relatives living in a shared household with all these persons,
- m) economic operators in which the person described in Paragraph l) holds an influential interest;
- n) venture capital companies and venture funds, nor the foreign equivalents of such deposits furthermore
- o) deposits on which the depositor – according to the contract - receives significantly higher interest or other pecuniary advantage compared to the deposits with same principal amount and term at placement date,
- p) deposits in regards to which the final decision by the court determined that the amount placed in it was stemming from money laundry, furthermore
- q) deposits placed in a currency other than euro or the legal tender of the Member States of the European Union or the Organization for Economic Cooperation and Development.

IV. Closing provisions

1. **Contact with the Client**

- 1.1. The Parties are obligated to make their declarations toward each other in writing - in the absence of a regulation otherwise in the Business Regulation on telephone and electronic banking services. The Client takes cognizance regarding that:
 - a) The Bank recognizes the address specified by the Client as mailing address (in the absence of a stipulation to the contrary the Client's headquarters), and it doesn't take responsibility for the failure of mail delivery of notifications, which originate from the fact, that the Client provided an inaccurate, incorrect address, or neglected to notify the Bank regarding a change of address;
 - b) The Bank's declarations to the Client (with a postal receipt acknowledgement) – including declarations sent after the termination of the contract – will be considered delivered even if the delivery was unsuccessful for any reason at the address given by the Client particularly the receipt was forbidden by the addressee, they are returned with “refused receipt”, “unsuccessful delivery”, “has moved away”, or “addressee unknown” notification. The documents returned in this manner have to be considered delivered upon their arrival to the Bank, but no later than on the day following the day of the mail-out. The Client is responsible, if he neglected to notify the Bank regarding a change of address and the delivery failed as a result;

(The content of point 1.1.b) is the followings in case of contracts concluded before March 15, 2014:

The Bank's declarations to the Client (with a postal receipt acknowledgement) – including declarations sent after the termination of the contract – will be considered delivered even if they are returned with “refused receipt”, “unsuccessful delivery”, “has moved away”, or “addressee unknown” notification. The documents returned in this manner have to be considered delivered upon their arrival to the Bank, but no later than on the day following the day of the mail-out. The Client is responsible, if he neglected to notify the Bank regarding a change of address and the delivery failed as a result;)
 - c) The Bank is authorized to send a demand for payment or termination notice to the Client's address even in the case if the Client doesn't request written notifications by the Bank pertaining to a certain service.
- 1.2. The Client may contact the Bank at the addresses of its headquarter (1054 Budapest, Bajcsy-Zsilinszky út 42-46.) and its branches (see: the Bank's internet home page), by fax at the number 06 (1) 328-5454, electronically via the on-line customer service at the Bank's home page (www.kdbbank.eu), and by phone at the central number (KDB Kontakt): 06 (40) 532-532.

Technical requirements for viewing the Bank's home page:

- Operating system:
 - MS Windows 95 / 98 / NT / ME / 2000 / XP / VISTA operating systems;
 - Macintosh operating systems;
 - Linux operating systems;
 - Internet browser:
 - MS Internet Explorer;
 - Netscape Navigator;
 - Safari;
 - Mozilla Firefox;
 - Adobe Flash Player, version 9.0.28 or higher;
 - Internet connection;
 - Hardware: a personal computer suitable for the selected operating system and internet browser.
- 1.3. Unless otherwise agreed, Hungarian language shall be used during the communication of the parties, including contracting and providing the services.

2. Amendment of the Business Regulation

- 2.1. The Bank is authorized to unilaterally supplement or amend the regulations of the Business Regulation and List of Conditions, if it introduces a new service – the conditions of which differ from the general contract conditions – and to discontinue its existing services for business policy reasons. It's furthermore authorized to unilaterally amend the Business Regulation and the List of Conditions, if that is made necessary, because of a change in the provisions of law as a consequence of which the Bank's expenses or revenues are altered, changes in the regulations pertaining to the mandatory reserve requirement, changes in the rate of inflation, the consumer price index, changes in the source expenses of the Bank, changes in the fees and expenses payable by the Bank to other service providers, which are directly connected to the provision of the specific payment operation and other connected services, unfavorable changes in the client-risk factors, the increase of the country-risk reflecting the country's political and economic situation, and by provisions of law or other regulations pertaining to the well-balanced, prudent operation of financial institutions.
- 2.2. The Bank is authorized to initiate unilateral amendments which are unfavorable to Clients who qualify as consumers and micro-enterprises, at least two months prior to the effective date, and it's obligated to notify the Account Holder regarding the amendment, on paper or on a durable medium. The two months deadline expires on the day, which corresponds to its commencement date, based on its designation number; if this day is absent in the specific month, the deadline is the last day of the month.
- 2.3. The Bank will notify its clients, who don't qualify as consumers or micro-enterprises, regarding the unilateral contract amendment which is unfavorable to clients, at least 15 days prior to the effective day of the amendment in an announcement displayed at its branches and published on its internet home page.
- 2.4. The Bank will notify the clients regarding the amendment, which doesn't contain an unfavorable change for them, on the banking day prior to the effective day at the latest, in an announcement displayed at its branches and published on its internet home page.
- 2.5. The Bank is not obligated to provide prior notice to the Client pertaining to changes – either favorable or unfavorable – in the exchange rates and interest rates tied to the reference exchange rates and reference interest rates specified in present Business Rules, insofar as the change in the exchange rate and interest rate is exclusively based on the change of the reference exchange rate and reference interest rate.

2.6. The Amendment also pertains to contracts which have already been concluded at the time when it takes effect. If the Account Holder doesn't accept the amendment, he is authorized to terminate the contract with immediate effect, free of charge, expense or any other payment obligation, one day prior to the day when the amendment takes effect. If the Account Holder doesn't take advantage of this right, Parties will consider the amendment accepted.

3. Termination of contract, closure of payment accounts

3.1. The contract may be terminated:

- By mutual consent;
- By common and special termination.

The contract shall be extinguished by the death of natural person Account holder(s) or by the termination without legal successor of the non-natural person Account holder.

3.2. The Bank and the Client are authorized to terminate the Contract by mutual consent at any time.

3.3. The Client is authorized to terminate the Contract with immediate effect – or if the payment account is connected to a bankcard, with a one month termination period – without explanation, by a written declaration issued to the Bank.

3.4. The Bank is authorized to terminate the Contract in writing, without explanation, with a two month termination period.

3.5. The Bank is authorized to terminate the Contract with immediate effect, if:

- a) The Client doesn't comply with his overdue payment obligation originating from the Contract, even after a written payment notice, and if the payment account shows a negative balance for at least three months – for six months in the case of exclusively account management fees;
- b) The Client doesn't initiate a payment order on his payment account for two years;
- c) The Client regularly conducts payment transactions connected to business activity on his residential payment account managed by the Bank, or in any other manner utilizes the service provided by the Bank not according to its intended purpose;
- d) The Client regularly, or seriously violates the business regulation of the bank service, connected to the payment account utilized by him, or the stipulations of present Contract;
- e) as a result of the Client's failure to perform the obligations specified in chapter II., item 1.6., or if for any other reason the data to be recorded in the framework of client-identification are not up-to-date or are incomplete;
- f) the Bank is unable to conduct the client-audit measures stipulated by Pmt.;
- g) within ninety days after the opening of the account, the organization mandated to open a current account, doesn't prove that it is registered, with an official document which is not older than thirty days, originating from the registry organization;
- h) such data, fact, circumstance emerges in connection with the payment account which indicates a criminal act, misuse or not appropriate exercise of a right;
- i) the Client has violated some kind of a provision of law pertaining to payment operation, banking operation, or if the Client's behavior violates the basic principle of exercising rights in a well-intentioned manner and the parties' obligation to cooperate, in particular if as a result of the Client's behavior the Bank, even with the highest expectable level of care, is unable to manage the payment operations of the Client's payment account in accordance with stipulations in provisions of law and/or the conditions contained in the Contract.

3.6. In the case of the termination of the Contract, Parties are obligated to settle accounts with each other. At the time of the termination of the Contract, - if the balance of the payment account is positive - the Account Holder is obligated to provide instructions pertaining the disbursement or

transfer of the amount on the payment account, or in the case of a negative payment account balance (debt) he is obligated to pay the entire amount of debt originating from this.

- 3.7. If in the case of the termination of the Contract, the Account Holder doesn't provide instructions pertaining to the disbursement or transfer of the amount on the payment account, subsequently to the termination of the Contract, the Bank will place it on its own non-interest-bearing account. This operation doesn't affect the Bank's existing obligation to settle accounts with the Client.
- 3.8. In the case of the closing of the Account Holder's accounts, which are under the effect of the Business Regulation, the rules contained in items 3.3. and 3.6. of this chapter have to be appropriately applied. If all of the Account Holder's accounts are closed, the rules of termination initiated by the Client are applicable.

4. Complaint management, legal remedy

- 4.1. The client may submit a complaint regarding the Bank's services, operation – in person, at any branch of the Bank, or by phone – and in writing – by mail, addressed to the headquarters of the Bank, by fax or in person at any branch of the Bank as well as electronically via the Bank's internet home page, or by sending it to the mailto:panasz@kdbbank.eu e-mail address.
- 4.2. The Bank will investigate all verbal complaints immediately – in case that is possible – and will remedy them if that is necessary. If the Client disagrees with the management of the complaint, the Bank will prepare an official record regarding the complaint and its viewpoint in connection with it, and in the case of a complaint presented in person will provide a copy of it to the Client, in the case of a verbal complaint presented by phone, the Bank will send it to the Client – simultaneously with its written response, complete with an explanation – in other cases it will proceed according to the rules pertaining to written complaints. The Bank will send its response in connection with written complaints, including its viewpoint complete with an explanation, within 30 days of the presentation of the complaint.
- 4.3. If the client disagrees with the result of the investigation of his complaint submitted to the Bank, in the interest of the out-of-court settlement of the dispute originating from the contract – depending on the subject of his complaint and his claim for legal remedy, as well as the jurisdiction of the below listed authorities – he may appeal to the following forums:
- Hungarian National Bank
 - Financial Dispute Resolution Body
 - Commissioner of Financial Rights
 - Hungarian Competition Authority.

KDB Bank Európa Zrt.