

OTP Bank Plc.

Business Regulations
Prestige Private Banking Business Branch

Published on: 1 January 2023
Effective from: 1 January 2023

The amendments to these Business Regulations have been indicated with text in italics.

On the date these Business Regulations enter into force, the Business Regulations of the Prestige Private Banking Business Branch dated 23 May 2022 shall be repealed.

The Business Regulations of the Prestige Private Banking Business Branch are amended and the published on and effective from dates are changed due to the following: *moving the provisions on Investment Services into the Business Regulations of the Investment Services Business Branch, introducing the Private Banking Client Centre and amending the Annex titled "Possible transactions via the recorded telephone line"*.

OTP Bank Plc.
Official address: 1051 Budapest, Nádor u. 16.
Company registration number: 01-10-041585
Registered at: the Municipal Court of Budapest as Court of Registration
Tax number: 10537914-4-44
Principal business activity: other monetary intermediation
Licence no. for the business activity: 983/1997/F. sz. ÁPTF decision (27 November 1997)
Supervisory Authority: Hungarian National Bank (1054 Budapest, Szabadság tér 9.,
mailing address: Magyar Nemzeti Bank, 1850 Budapest, e-mail: info@mnbb.hu
Website: <http://www.otpbank.hu>

I. DEFINITIONS

Basic Contract: A contract between the Bank and the Business Customer for the use of the Prestige Private Banking service.

Bank: OTP Bank Plc (official address: 1051 Budapest, Nádor u. 16.; mailing address: 1362 Budapest, Pf. 501.)

Bank card: The card issued by the Bank to the account holder(s), or to the additional card holder based on the authorisation of the account holder.

Investment Contract Act: Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing their Activities, as amended from time to time, or the legislation replacing it.

Hard identification: (Personal identification code): an identifier containing 7 (seven) digits.

Announcement: Announcements issued by the Bank regarding the fees and other conditions of the Prestige Private Banking Service

Credit Institutions Act: Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises

Private Banking Client Centre expert: An employee of the Bank who keeps contact with the Business Customer under the Prestige Private Banking contractual relationship, they are responsible for serving the Business Customer via telephone.

Civil Code: Act V of 2013 on the Civil Code

Soft Identification: providing at least 3 personal identification details (e.g. name, date of birth, mother's birth name) and at least 3 contractual details (e.g. description of the contractual terms) matching the records of the bank

Soft+SMS identification: providing at least 3 personal identification details (e.g. name, date of birth, mother's birth name) and at least 3 contractual identifiers (e.g. description of contractual terms) matching the records of the bank and providing an identifier containing 6 (six) digits

Account: The Business Customer's payment account, current account, other money and/or securities account(s), and bank accounts with the Bank, which are specified in the Basic Contract. The rights and obligations associated with the Account under the Prestige Private Banking contractual relationship shall apply only for the Account defined in the Basic Contract, and provisions for the Account are otherwise set out in the relevant Product Contracts.

Advisor: An employee of the Bank who keeps personal contact with the Business Customer under the Prestige Private Banking service, they are responsible for serving the Business Customer.

Product Contract: A contract between the Bank and the Business Customer for the use of (non Private Banking) services not included in the Basic Contract.

Business Customer: A resident or non-resident private person over the age of 18, who has a valid Basic Contract under which they have a Prestige Private Banking contractual relationship with the Bank.

Business Regulations: This document, which contains the general conditions of the Prestige Private Banking service.

II. THE PRESTIGE PRIVATE BANKING CONTRACTUAL RELATIONSHIP

Unless otherwise provided in the Business Regulations, the Basic Contract, the Product Contract or in any declaration made by either Party to the other Party, the terms used in the Business Regulations or in the mentioned contracts or legal statements, whether capitalized or not capitalized, singular or plural, shall have the meanings given to them herein. Any use of a different meaning for a particular term shall only be valid by the mutual agreement of the Parties, using the phrase "hereinafter referred to as" or "for the purposes of this contract".

II.1. Content of the Prestige Private Banking contractual relationship

- II.1.1. Under the Prestige Private Banking contractual relationship, the Business Customer
- a) is entitled to use the Prestige Private Banking services set out in Section III of the Business Regulations, and
 - b) shall pay the fees set out in the Announcement, and
 - c) shall fulfil the obligations set out in the Basic Contract, the individual Product Contracts and the documents forming an integral part thereof.
- II.1.2. Unless otherwise required by mandatory laws or agreed on by the Parties, the validity period and interpretation of the following provisions of these Business Regulations shall be governed by the following regulations:
- a) any reference in these Business Regulations to the Civil Code shall mean, in the case of contracts concluded before 15 March 2014, Act IV of 1959 in force before 15 March 2014, and, in the case of contracts concluded on or after 15 March 2014, Act V of 2013 in force from 15 March 2014.
 - b) any reference to "payment accounts" in these Business Regulations, shall also mean accounts defined as bank accounts in the Civil Code in force before 15 March 2014.
 - c) certain points of these Business Regulations contain additional, specific provisions regarding the scope and interpretation of these Business Regulations.

II.2. Establishing the Prestige Private Banking contractual relationship

- II.2.1. The Bank shall provide the Business Customer the benefits and associated services under the Prestige Private Banking contractual relationship no later than the banking working day following the conclusion of the Basic Contract.
- II.2.2. The Basic Contract form signed by the Business Customer, which constitutes an offer by the Business Customer to establish a Prestige Private Banking contractual relationship but does not create any contractual obligation on the part of the Bank, shall be submitted to the Advisor in contact with the Business Customer.
- II.2.3. Upon receipt of the form, the Bank shall immediately examine the Business Customer's offer to enter into a contract and, if the Bank agrees, the Bank shall sign it, at which time the Basic Contract shall enter into force and a Prestige Private Banking contractual relationship shall be established between the parties. If the Bank does not agree with the offer, the Bank shall reject the offer of the Business Customer without any justification.
- II.2.4. The Bank shall provide a copy of the Basic Contract to the Business Customer.
- II.2.5. The Basic Contract is concluded for an indefinite period.
- II.2.6. With the conclusion of the Basic Contract, the Business Customer may no longer use the discount boxes and discount elements provided under their payment account contract, these payment account contractual conditions shall become invalid upon signing the Private Bank Basic Contract.

II.3. Documents forming an integral part of the Basic Contract

- II.3.1. The Business Regulations and the Announcement form an integral part of the Basic Contract. The Basic Contract shall only be valid together with the documents that form an integral part thereof.
- II.3.2. The conditions for the financial services, supplementary financial services, investment services and supplementary services requested by the Business Customer, as well as the insurance services mediated by the Bank, are set out in the Product Contract, which is concluded separately to establish the contractual relationship for these services.

II.4. Amending the Prestige Private Banking contractual relationship

- II.4.1. Amending the Prestige Private Banking contractual relationship shall be possible
 - a) with a joint declaration, by filling out the form provided by the Bank,
 - b) unilaterally by the Bank.
- II.4.2. Unilateral changes to the interest rates, charges and fees of the OTP Prestige Private Banking Service shall be governed by the rules of the Product Contracts and the business regulations and announcements referenced therein. The Bank shall be entitled to unilaterally amend the interest rates, charges and fees set out in the Advertisement, where the unilateral modification is not regulated by a Product Contract or which are connected to a product, where no Product Contract is concluded or which are not subject to any Product Contract (in particular, the Monthly Fee for the OTP Prestige Private Banking Service) and the Bank shall be entitled to unilaterally amend the Business Regulations, the OTP Prestige Private Banking Announcement and the other contractual conditions applicable to the OTP Prestige Private Banking Service under the terms of the Basic Contract, within the scope defined by the mandatory laws and under the conditions set out in the Business Regulations, i.e. if
 - a) a change, introduction, coming into force, entry into force or repeal of any provision of law (including, in particular, but not limited to, any foreign or domestic law, which imposes a public charge on transactions or financial instruments subject to the Business Regulations), any regulatory instrument of public law, any act of the European Union, any judicial or administrative decision or order, recommendation or guidance, or any official or judicial interpretation thereof, which govern the contractual relationship of the Parties under the Business Regulations; or
 - b) a change in the legislation, central bank regulations or other regulations applicable to or affecting the Bank's business activities or operating conditions, an increase in the creditor's public (e.g. tax) liabilities, a change in the mandatory reserve requirements, or
 - c) changes in interbank lending rates, the central bank base rate, the central bank repo and deposit rates, changes in the aggregate or services consumer price index, changes in money market borrowing opportunities, changes in capital and money market interest rates, changes in the yield on a publicly issued securities of the lending bank, adverse movements in FX SWAP and other yield curves relative to each other, an increase in the Bank's interest rates on business customer term deposits, confirmed changes in the yields on government securities, the risk factors of investment loans, deferred settlement and securities lending transactions, the rates used when settling the transaction, the Bank's cost of funds, the costs incurred by the Bank in connection with the provision of services to the Business Customer, when the costs are determined by third parties, or
 - d) a change in the risk factors assumed - in accordance with the Bank's customer rating, collateral assessment and underwriting policies, as required by law - for the Business Customer, including changes in the debtor's creditworthiness, changes in the value of collateral, changes in the risk factors of the product used by the Business Customer, and changes in the Bank's interest rate risk premium.
- II.4.3. The Bank shall only be entitled to unilaterally amend the interest rates, fees and charges and other contractual conditions to the detriment of the business customer if the changes are justified by a change in the conditions or circumstances specified for the Bank in Point II.4.2. of these Business Regulations.

- II.4.4. The Bank shall disclose any amendment - detrimental to the Business Customer - to the contract concerning the interest rates, fees and charges and other contractual conditions, before the amendment enters into force, within the time limit specified in the mandatory applicable legislation and/or within the time limit specified in the Product Contract or other documents relating to the given financial and supplementary financial service, investment and supplementary investment service, or, in their absence, 30 days prior to the amendment entering into force, using the notification method specified in the legislation. The Business Customer takes note that any changes in the fees, interest rates or charges shall become effective on the first calendar day after the first due date following their entry into force.
- II.4.5. The Business Customer is entitled to terminate the contract, free of charge, before an amendment enters into force that contains changes detrimental to the Business Customer concerning the interest rates, fees and charges or in any other contractual conditions.
- II.4.6. The automatic changes to the fees and charges indicated in the Announcement shall be governed by the rules of the Product Contracts and the business regulations and announcements referenced therein. The interest rates, charges and fees set out in the Announcement, where the unilateral modification is not regulated by a Product Contract or which are connected to a product, where no Product Contract is concluded or which are not subject to any Product Contract (in particular, the Basic Fee for the Prestige Private Banking Services) shall be governed by the following rules:
- a) The fees and charges charged under the contract, including the minimum and maximum amount of the fees given as a percentage, shall be adjusted each year from the 1st day of the 2nd month following the month of publication, by the rate of inflation published by the Central Statistical Office of Hungary, taking into account the mathematical rounding rules .
 - b) Fees and charges (e.g. postal charges) charged by the Bank shall be amended from the date of the change, if a third party involved in the performance of the services provided to the Business Customer (excluding services where this is excluded by law) changes the fees and charges for the transactions or financial instruments (including in particular any fees or charges, deductions and withholdings passed on to the Bank by a third party as a result of a foreign or domestic regulator (as defined in Point II.4.2.a)) imposing a public charge on transactions or financial instruments subject to these Business Regulations).
 - c) The Bank shall inform the Business Customers of the automatic changes no later than the day on which it occurs, by means of an announcement or by publishing an amendment to the relevant announcement or, if the amendment only affects a specific Business Customer, by means of a notification sent to the Business Customer.
- II.4.7. For reasons of business policy, the Bank reserves the right to apply fees and charges that are more favourable to the Business Customer, deviating from the automatic change in fees and charges. The Bank shall also be entitled, if it has not applied the automatic fee and charge changes to the Business Customer in one year or in several consecutive years, to apply this unapplied change in the automatic fees and charges automatically to its contractual relationship with the Business Customer in a subsequent year (added to the current automatic change in the fees and charges).
- II.4.8. The introduction of new services, financial instruments and transactions by the Bank within the scope of the Business Regulations shall not be considered a unilateral amendment of the contract, if the Bank makes these available to the Business Customer and Business Customer expressly accepts these.
- II.4.9. The Product Contracts may contain provisions for the unilateral amendment of the Product Contracts that deviate from those contained in the Business Regulations.

II.5. Terminating the Prestige Private Banking contractual relationship

- II.5.1. The Prestige Private Banking contractual relationship shall be terminated upon the termination of the Basic Contract.
- II.5.2. The Basic Contract shall be terminated in the following cases:
- a) by the mutual agreement of the Business Customer and the Bank, at a time jointly agreed on, or
 - b) by termination with immediate effect.
- II.5.3. The Business Customer and the Bank shall be entitled to terminate the Basic Contract with immediate effect at any time and without justification by sending a paper based written notice of termination to the other party expressing the clear and unconditional termination, and this shall terminate the Prestige Private Banking contractual relationship with immediate effect.
- II.5.4. If there is a change at the Business Customer that affects the contractual conditions required for the conclusion of the Basic Contract, the Bank shall notify the Customer in writing to comply with the conditions. If the time limit set in the notification expires without any result, the Bank may terminate the Basic Contract.
- II.5.5. If the existing payment account does not allow co-ownership, then the co-ownership relationship will also be terminated at the same time as the termination of the Prestige Private Banking contractual relationship.
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II.6. Partial termination of the Prestige Private Banking contractual relationship

- II.6.1. The Business Customer and the Bank shall be entitled to give notice to the other party at any time that they do not wish to use or provide a Prestige Private Banking service specified in the notice from the date specified in the notice. In this case, the Prestige Private Banking contractual relationship regarding the given service between the Parties shall be terminated as of that date, and this shall not affect the provisions and services of the Basic Contract not affected by the termination.

III. PRESTIGE PRIVATE BANKING SERVICES

- III.1. Under the Prestige Private Banking contractual relationship, the Business Customer** is entitled to use the convenience services and discounts
- a) found in the service packages
 - b) provided by the Bank, furthermore
 - c) based on a separate declaration, the Business Customer is entitled to use specific financial, supplementary financial, investment, supplementary investment services and other services.
- III.2.** The service package and the discounts are available on the basis of the Basic Contract, upon its entry into force, other services are available upon conclusion of the relevant Product Contracts.

IV. FEE FOR THE PRESTIGE PRIVATE BANKING SERVICES

- IV.1. Under the Prestige Private Banking contractual relationship, the Bank charges the following fees and charges:**
- a) The fee for the Prestige Private Banking Service set out in the Announcement; and
 - b) the fees and charges for the financial, supplementary financial, investment, supplementary services and other services used by the Business Customer, as set out in the Product Contract for each of these services or in the Announcements applicable to each of these services.
- IV.2.** The Bank charges the fees for the Prestige Private Banking Service with the due date and frequency specified in the Announcement, and the Bank charges the fees for the specific services with the due date and frequency specified in the applicable Product Contracts and Announcements.

V. RULES FOR THE CONTACT VIA TELEPHONE

- V.1.** The Business Customer shall be entitled to use the general information and reporting services indicated in the *Soft Identification column* of Annex No. 1 of the Business Regulations through the Advisor or *the Client Centre expert* on banking days, via a recording telephone line (hereinafter referred to as the Prestige Private Banking recorded telephone line). If the Business Customer and the Bank concluded an Addendum for this purpose, the Business Customer shall be entitled, after identification in accordance with this Addendum, to give the Bank the orders and initiate the transactions listed in *the Soft+SMS identification and Hard identification column* of Annex 01 to the Business Regulations, via the recorded telephone line. The Business Customer takes note that the current list of telephone numbers for the prestige Private Banking recorded telephone lines is available on the www.otpbank.hu/privatebanking/Hirdetmenyek website, and that the Bank reserves the right to unilaterally change this list at any time. By using the services listed in Annex No. 1 of the Business Regulations, the Business Customer expressly agrees that the Bank shall provide the information set out in this point via the website indicated herein. For business policy reasons, the Bank may, at any time, unilaterally change the range of the services provided.
- V.2.** The Bank is obliged, and the Business Customer is entitled, to electronically record any telephone conversation in its entirety (including the orders and possible objections of the Business Customer). The content recorded by the Bank shall prevail in any disputes concerning the content of the order or the objection. The Business Customer takes note that due to the characteristics of the telephone line as the telecommunications channel, their personal identification code specified in the Addendum and the order data of the Business Customer may become accessible to unauthorized third parties, and the Bank shall not be liable for any damages resulting therefrom, however this shall not exclude or limit the Business Customer's statutory rights, if the damage is caused by the Bank's breach of contract or the Bank's breach of the data protection laws.
- V.3.** In order to document in writing the orders concluded and executed via the telephone, the Bank shall send a statement (via mail or electronically) to the Business Customer in accordance with the contractual terms applicable to the account, where the executed order was debited or credited.
- V.4.** Written confirmation of the execution of orders given via telephone is provided for the account in question by a bank statement issued by the Bank and made available to the Business Customer on a durable medium or on paper, except in case of securities accounts.
- V.5.** At the request of the Business Customer, in order to document in writing the order concluded and executed by telephone, the Bank may, but is not obliged to, issue a confirmation containing the conditions of the transaction on the day of the conclusion of the transaction or on the following banking day, which shall be sent to the Business Customer by mail, fax or other electronic means. In case of transactions subject to the Investment Contract Act, the confirmation shall also state that the Bank has provided the Business Customer with the full, timely and complete prior information regarding the transactions and financial instruments subject to the order, as required by the Investment Contract Act and other legislation.
- V.6.** After receiving this confirmation, the Business Customer shall immediately duly sign and return it to the Bank by fax or mail. If the Business Customer fails to fulfil this obligation or their performance is not in accordance with the Contract, the Bank shall be entitled to consider that as the Business Customer irrevocably accepting the confirmation with its current content in its entirety.
- V.7.** The Business Customer may, on the day of placing the order, but no later than the execution day of the order (limitation period), notify any objections to the confirmation via telephone at one of the telephone number provided, the Business Customer's objection may only be based on the fact that the confirmation differs from what the Parties have agreed on by telephone for the given order.

- V.8.** By signing the Addendum for the telephone contact, the Business Customer expressly consents to the Bank providing them with the prior and other information required by the Investment Contract Act and other legislation (regarding prior information) by means of notifications published on its website or sent electronically (regard all information) and the Business Customer declares that as defined in Point A.II.5.1.6. of the Business Regulations of the Investment Services Branch they have regular access to the Internet and that they choose electronic mail as the primary communication method with the Bank. The Business Customer takes note that the declaration in this Point does not limit the Bank's right to provide certain information by post, by Announcement or by any other means specified in the Business Regulations of the Investment Services Branch, nor does it mean that the Business Customer may not comply when the Business Regulations of the Investment Services Branch prescribe other than electronic means for the form or conclusion of a contract or unilateral legal declaration (e.g. personal appearance at the OTP branch or a document signed by the parties, etc.). By signing the Addendum, the Business Customer declares that the Bank has notified them electronically of the address of the website referred to in this point and has indicated the exact section of the website where the relevant information is available.
- V.9.** *The Business Customer may utilize the Prestige Private Banking services through the Prestige Private Banking advisor in person, via the recorded telephone line and by e-mail correspondence.*
- V.10.** *The Business Customer may utilize the Prestige Private Banking services through the Private Banking Client Centre expert via the recorded telephone line and by e-mail correspondence.*
- V.11.** If OTP Bank Plc provides investment advice under the Investment Contract Act to the Business Customer via a telecommunication device, then as a prerequisite for providing this service the Business Customer shall give prior consent to immediately submitting the fitness report after the conclusion of the transaction. The fitness report shall be governed by Point B.X.7 of the Business Regulations of the Investment Services Business Branch and the subsequent submission of the fitness report shall be governed by Point B.X.7.4.

VI. SPECIAL PROVISIONS CONCERNING INVESTMENT SERVICES AND SUPPLEMENTARY INVESTMENT SERVICES

- VI.1.** *If the Bank provides investment services or supplementary services to the Business Customer under the Prestige Private Banking contractual relationship, these services shall be governed by the provisions set out in the Business Regulations of the Investment Services Business Branch.*

VII. OVERDRAFT FACILITY WITH SIMPLIFIED CREDIT ASSESSMENT: NOT OFFERED ANY MORE

- VII.1.** Under the Basic Contract, the Bank is entitled to conclude an overdraft facility contract with the Business Customer based on a simplified credit assessment. The maximum amount and the current interest rate of the overdraft facility provided under the Basic Contract with a simplified credit assessment is set out in the Prestige Private Banking Announcement.
- VII.2.** The Bank performs a simplified assessment of the applicant's characteristics with automated decision-making using a computer tool when assessing the overdraft application.
- VII.3.** The Bank may at any time during the term of the overdraft facility reassess the creditworthiness and performance and other characteristics of the Business Customer, which may automatically reduce or terminate the overdraft facility.
- VII.4.** If the Basic Contract is terminated, the Bank shall be entitled to proceed in accordance with the applicable provisions of the Product Contract of the overdraft facility.
- VII.5.** Matters regarding the overdraft facility not regulated in these Business Regulations, the Basic Contract and the Prestige Private Banking Announcement shall be governed by the overdraft facility contract (as the Product Contract) concluded between the Parties and by the Business Regulations on Retail Bank Accounts, Deposits and Overdraft Facilities. Given that no new lending can be made under this scheme, there is no possibility to increase the credit ceiling.
- VII.6.** For detailed information on data management in connection with the overdraft facility contracts and the direct marketing offers for overdraft facilities see the Data Management Notice included in the Bank's General Terms and Conditions and the Data Management Notice included in the General Business Regulations on Retail Accounts, Deposits and Overdraft Facilities - Overdraft Facilities.
- VII.7.** The rules on unilateral changes to the interest rates, fees or charges applicable to overdraft facilities are found in the Business Regulations on Retail Bank Accounts, Deposits and Overdraft Facilities - Overdraft Facility even in respect of changes to interest rates, fees or charges that are included in the Announcement.

VIII. OVERDRAFT FACILITY SECURED BY FOREIGN CURRENCY DEPOSIT: DELETED

IX. MISCELLANEOUS PROVISIONS

- IX.1.** The Business Customer shall notify the Bank immediately of any changes in the information provided by them.
- IX.2.** Matters not covered by these Business Regulations shall be governed by the current provisions of the following regulations:
- a) the General Terms and Conditions of OTP Bank,
 - b) the business regulations applicable to and mentioned in the relevant Product Contracts,

- c) legislation on financial and supplementary financial services, investment services and supplementary services and other mandatory regulations for the service providers offering them,
- d) legislation on the protection of personal data,
- e) the Civil Code.

IX.3. To the extent permitted by the laws which do not permit derogation, the Bank excludes its liability for claims arising from the legal relationship between the Business Customer and external persons providing legal, tax or art market advice or other services with whom the Business Customer comes into contact in connection with the Prestige Private Banking contractual relationship.

IX.4. Only the Business Customer is entitled to initiate the use or provision of the services provided by the Bank that fall within the scope of the Business Regulations.

IX.5. For detailed information on the data processing of OTP Bank as the data controller in connection with the prestige Private Banking services see Annex 5 of the General Terms and Conditions of OTP Bank and the "Data Management Notice on Investment Services and Supplementary Investment, Private Banking, Prestige Private Banking and Portfolio Management Services" Annex of the Business Regulations of the Investment Services Branch. The Privacy Policy is available in the OTP bank branches (you may request a copy from one of the clerks) and on the www.otpbank.hu website.

X. Annexes

- a) Annex No. 1: Possible transactions via the recorded telephone line