

## **Business Regulations on Payment Services**

### **OTP Bank Plc.**

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## CONTENTS

<b>I.</b>	<b>INTRODUCTORY PROVISIONS .....</b>	<b>4</b>
I.1.	Scope of the Business Regulations .....	4
I.2.	Definitions and Interpretation .....	5
<b>II.</b>	<b>OTP BANK PLC. ADVANCE AND SUBSEQUENT INFORMATION OBLIGATION.....</b>	<b>9</b>
II.1.	Cooperation .....	9
II.2.	Communication.....	9
II.3.	Language of the communication.....	10
II.4.	Information obligation of OTP Bank Plc. ....	10
<b>III.</b>	<b>SUBSEQUENT INFORMATION ON A PAYMENT ORDER BASED ON AN AGREEMENT VIA BANK ACCOUNT STATEMENT.....</b>	<b>11</b>
III.1.	General provisions applicable to the bank account statement.....	11
III.2.	Availability of the bank account statement.....	12
III.3.	Special conditions for bank account statements made available to retail Clients .....	12
III.4.	Special conditions for bank account statements made available to Clients belonging to the enterprise and municipality clientele .....	14
<b>IV.</b>	<b>PAYMENT ACCOUNT KEEPING.....</b>	<b>15</b>
IV.1.	General provisions for payment account keeping.....	15
IV.2.	Client identification.....	16
IV.3.	Special terms and conditions of payment account opening for Clients belonging to the enterprise clientele and for public utility and water utility company Clients .....	17
IV.4.	Special terms and conditions of current bank account opening for municipality Clients .....	21
IV.5.	Special terms and conditions of payment account opening for retail Clients .....	22
<b>V.</b>	<b>DISPOSAL OVER THE PAYMENT ACCOUNT .....</b>	<b>23</b>
V.1.	General provisions.....	23
V.2.	Special terms and conditions of disposal over payment account for Clients belonging to the enterprise clientele and for public utility and water utility company Clients .....	25
V.3.	Special conditions of disposal over the payment account for municipality Clients .....	26
V.4.	Special conditions of disposal over the bank account for retail Clients.....	27
V.5.	Secondary account identifier .....	30
V.6.	Special conditions for the management of secondary account identifiers for Clients belonging to the enterprise and municipality clientele .....	32
V.7.	Special conditions for the management of secondary account identifiers for retail Clients.....	33
V.8.	Payment request service .....	33
<b>VI.</b>	<b>PAYMENT ORDERS.....</b>	<b>35</b>
VI.1.	Acceptance and approval of payment orders, approval withdrawal .....	36
VI.2.	Rejection of payment orders .....	38
VI.3.	Execution, partial execution and queuing of payment orders .....	41
VI.4.	Certificate of coverage.....	45
VI.5.	Recall.....	46
<b>VII.</b>	<b>PAYMENT METHODS.....</b>	<b>47</b>
VII.1.	Transfers .....	48

VII.1.1.	Credit transfer .....	48
VII.1.2.	Instant credit transfer .....	48
VII.1.3.	Credit transfer submitted by indicating a debit date .....	49
VII.1.4.	Standing order .....	49
VII.1.5.	Recurring transfer.....	50
VII.1.6.	Batch credit transfer.....	50
VII.1.7.	Official transfer order and remittance summons .....	50
VII.2.	Direct debits.....	52
VII.2.1.	Direct debit based on letter of authorisation.....	52
VII.2.2.	Batch direct debit .....	52
VII.2.3.	OTP loan collection order .....	54
VII.2.4.	Bill of exchange collection.....	54
VII.2.5.	Documentary collection.....	54
VII.3.	Payment initiated by the paying party via the beneficiary .....	55
VII.4.	Domestic HUF letter of credit (documentary credit).....	55
VII.5.	Cash payment into payment account.....	55
VII.6.	Cash disbursement from a payment account .....	55
VII.7.	Cash disbursement by postal payment voucher .....	56
VII.8.	International payments .....	56
VII.8.1.	General rules .....	56
VII.8.2.	Liability rules .....	58
VII.8.3.	Acceptance, execution and settlement of orders .....	59
VII.8.4.	Incoming credit items .....	60
VII.8.5.	Special rules for each transaction type .....	61
<b>VIII.</b>	<b>MODIFICATION AND TERMINATION OF THE BANK ACCOUNT AGREEMENT .....</b>	<b>64</b>
VIII.1.	Modification of the bank account agreement .....	64
VIII.2.	Termination of the bank account agreement .....	65
VIII.3.	Special conditions of termination of bank accounts for retail Clients .....	67
<b>IX.</b>	<b>INTEREST RATES, COMMISSIONS, FEES, COSTS, EXCHANGE RATES.....</b>	<b>69</b>
<b>X.</b>	<b>LIABILITY RULES .....</b>	<b>70</b>
X.1.	Liability of OTP Bank Plc. ....	70
X.2.	Refund obligation.....	74
X.3.	Legal remedy.....	75
<b>XI.</b>	<b>COMPLIANCE WITH THE DIRECTIVE 2014/92/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 23 JULY 2014 ON THE COMPARABILITY OF FEES RELATED TO PAYMENT ACCOUNTS, PAYMENT ACCOUNT SWITCHING AND ACCESS TO PAYMENT ACCOUNTS WITH BASIC FEATURES (HEREINAFTER: PAD).....</b>	<b>75</b>
<b>XII.</b>	<b>MODIFICATION OF THE BUSINESS REGULATIONS.....</b>	<b>80</b>
<b>XIII.</b>	<b>ANNEXES .....</b>	<b>81</b>

# I. INTRODUCTORY PROVISIONS

## I.1. Scope of the Business Regulations

1. These Business Regulations contain the terms and conditions for the execution of payment services as defined in Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (hereinafter referred to as the “Banking Act”) and relevant payment transactions at OTP Bank Plc.
2. OTP Bank Plc. shall undertake and execute payment orders for its Clients based on a framework agreement (bank account agreement) within the framework of the payment service.
3. In matters not regulated in the agreement concluded for the provision of payment services between OTP Bank and the Client, primarily these division business regulations (including the relevant Public Announcements), while in the absence of relevant provisions thereof, OTP Bank Plc.'s General Business Regulations for agreements concluded before 15 March 2014 as well as for agreements concluded as from 15 March 2014 (hereinafter “General Business Regulations”) shall govern, and in matters not regulated in those, the provisions of the effective law on financial services and investment services shall apply, depending on the nature of the transaction. In matters not regulated herein, the following regulations shall apply: Act LXXXV of 2009 on Providing Payment Services (hereinafter “Payment Services Act”); MNB Decree No 35/2017 (XII.14.) on transacting payments (hereinafter the “Decree”); the Banking Act; Act V of 2013 on the Civil Code (hereinafter the “Civil Code”); Act CXCV of 2011 on state finances (hereinafter “Áht.”); Government Decree 368/2011 (XII. 31.) on the Execution of the Act on State Finances (hereinafter “Ávr.”); Act CXXXVI of 2007 on the Prevention and Combating of Money Laundering and Terrorist Financing; Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing (hereinafter “Money Laundering Act”); Act LII of 2017 on the Implementation of Financial and Asset Restraint Measures Imposed by the European Union and the UN Security Council; MNB Decree No 19/2017 (VII. 19.) on the Detailed Rules for the Implementation of the Act on the Prevention and Combating of Money Laundering and Terrorist Financing by Service Providers Supervised by MNB and on the Detailed Rules for Minimum Requirements of the Development and Operation of the Filtering System According to the Act on the Implementation of Financial and Asset Restraint Measures Imposed by the European Union and the UN Security Council; MNB Decree No 39/2017 (XII. 27.) on the amendment of MNB decree no. 19/2017 (VII. 19.) on the Detailed Rules for the Implementation of the Act on the Prevention and Combating of Money Laundering and Terrorist Financing by Service Providers Supervised by MNB and on the Detailed Rules for Minimum Requirements of the Development and Operation of the Filtering System according to the Act on the Implementation of Financial and Asset Restraint Measures Imposed by the European Union and the UN Security Council; Act XIX of 2014 on the Proclamation of the Convention between the Government of Hungary and the Government of the United States of America on the Promotion of International Taxation Compliance and the Implementation of the FATCA Regulation, as well as on the Modification of Certain Related Acts (hereinafter “FATCA Act”); Act XXXVII of 2013 on

Certain Rules of International Administrative Cooperation on Taxes and Other Public Charges (hereinafter “Aktv”); Act LIII of 1994 on Judicial Enforcement (hereinafter “Enforcement Act”); as well as the provisions of further effective law applicable to payment transactions, and of other legislation related to the legal relationship subject to the bank account agreement.

4. The special terms and conditions for payment transactions performed and services used via the various electronic channels of OTPdirekt and pursuant to the OTP Bank Digital Services agreement – OTPdirekt Electra Terminal, OTPdirekt internet, and OTPdirekt telephone services, OTP InternetBank and OTP MobilBank services (hereinafter referred to as: “electronic channels”) – are governed by the current Business Regulations, Public Announcements, Condition Lists applicable to the electronic channels, as well as the service agreement.
5. Special conditions for payment transactions and other available services at the self-service terminal being available at branches of OTP Bank Plc. are contained in the Announcement on the self-service terminal.
6. The provisions for services performed with cash substitute payment instruments are contained in the OTP Bank Plc. Business Regulations, Supplements, Public Announcements, Condition Lists and agreements applicable to bank cards.
7. OTP Bank Plc. shall apply the requirements specified in the Payment Services Act for micro enterprises to the entire micro and small enterprise clientele within its corporate division.

## **I.2. Definitions and Interpretation**

For the purposes of these Business Regulations:

**Instant credit transfer order:** shall mean any credit order for the transfer of a HUF amount, which:

- a) is given by the a paying party to the charges of his HUF payment account,
- b) its amount is for inter-bank transfers maximum HUF 20 million,
- c) does not include a debit date following the day of receipt by the payment service provider,
- d) is submitted by the paying party by means of an information technology device, a telecommunication device or in any other manner specified in the framework agreement concluded with his payment service provider, and is processed by the payment service provider in a manner not requiring human intervention,
- e) is not submitted in batches, except for credit transfer orders submitted by a retail Client in a batch and submitted by a non-retail Client in a batch containing a single item in accordance with the conditions set out in Sections a)–d).

**Bank account/Payment account:** a payment account according to Section 8 point 2 of the Payment Services Act, which is used for recording and managing the cash receivables and

cash liabilities of the Account Holder, irrespective of its name and currency, and to the debit and credit of which any payment method as defined in the law on payment transactions may be applied, unless a legal regulation provides otherwise.

**Bank Account Statement:** subsequent information relating to payment transactions to the debit and credit of the bank account of the Client, given or made available (hereinafter "made available") to the Client by OTP Bank Plc.

**Bank account agreement:** In a bank account agreement, OTP Bank Plc. undertakes to manage and record the funds available to the counterparty (Account Holder), to execute appropriate payment and transfer orders to the debit thereof, and to inform the Account Holder about the amounts written to the credit and debit of the account and about the balance of the account. These Business Regulations, the General Business Regulations of OTP Bank Plc., the division and service Business Regulations, the related Public Announcements, Condition Lists, as well as service and other agreement(s), agreements supplementing the bank account agreement shall constitute an integral part of the bank account agreement, and these are collectively regarded by OTP Bank Plc. to be a framework agreement in compliance with the provisions of the Payment Services Act.

**Strong client authentication:** the authentication takes place using at least two elements that can be classified within the categories of

- a) a piece of knowledge, i.e. information known only to the Client,
- b) a property item, i.e. an item owned by the Client, or
- c) a biological property, i.e. an attribute of the Client,

which categories must be independent of one another in that the breach of one of them does not compromise the reliability of the other ones and the confidentiality of identification data is ensured through the design of the procedure.

**Payment initiation service:** a service that is used to initiate a payment order at the request of a payment service user for a payment account held with another payment service provider and accessible online.

**Payment request:** a message related to the initiation of an instant credit transfer order by the beneficiary to the payer, which includes at least all the details necessary to give an instant credit transfer order.

**Acceptance of payment transactions:** receipt and processing of payment transactions resulting in money transfer for the beneficiary, based on the agreement concluded with such beneficiary, i.e. the person entitled to the money being the subject-matter of such payment transaction.

**Third party service providers:** Payment service providers that, subject to the appropriate official authorizations and on the basis of the Clients' authorization, are entitled by using the open banking interface established for this purpose to provide account information and / or payment initiation services to Clients whose payment account is accessible online.

**Internet banking and mobile application service:** OTPdirekt internet and OTPdirekt Electra Terminal service available within the framework of the OTPdirekt agreement, as well as the OTP InternetBank and OTP Bank MobilBank service available within the framework of the OTP Bank Digital Services Agreement.

**Value date:** The day which is considered by OTP Bank Plc. for the purpose of calculating the interest to the credit of the payment account or on the amount booked to the debit of the payment account.

**Conversion:** OTP Bank Plc. shall consider as conversion the exchange transactions between different foreign currencies and / or payment instruments. Transactions initiated in foreign currency and settled against HUF shall qualify as foreign currency, check or foreign cash buying or selling transactions.

**Retail Client:** a natural person who has a retail payment account with OTP Bank Plc. and is considered by OTP Bank Plc. to be a consumer as defined in the Payment Services Act The term "non-retail Customer" shall mean the combined set of Clients with a payment account other than retail Clients.

**Secondary account identifier:** a unique identifier provided by the person entitled to dispose to the organization operating the central database (GIRO Zrt.) through the payment service provider managing the Account Holder's payment account, used for the unambiguous identification of the Account Holder's payment account.

**Workday:** any day on which the OTP Bank Plc. is open for the fulfilment of payment transactions.

**Payment account accessible online:** a payment account in respect of which it is possible to give a payment order via a direct connection to computing devices and to access data and information.

**Self Service Terminal:** self-service automatic equipment located in assigned branches of OTP Bank Plc., on which the Customer can query their current account information and can initiate intra-bank and inter-bank instant credit transfer orders.

**Current Bank Account:** a payment account according to Section 2. point 20 of the Payment Services Act kept for Clients belonging in the enterprise and the municipality Clientele, which is opened by the Account Holder under a statutory obligation to carry out its payment transactions under its regular business activity, as well as any bank account kept and managed by OTP Bank Plc. as a current bank account.

**Payment service:**

- a) a service enabling the payment of cash to be made to the payment account and all the activities required to service the payment account,
- b) a service enabling the disbursement of cash to be made from the payment account and all the activities required to service the payment account,
- c) execution of payment transactions between payment accounts,

- d) the service defined in point c) if the execution of the payment transaction occurs out of the credit facility available to the Client using the payment service,
- e) issuing of any cash substitute payment instrument, excluding check and electronic money, and acceptance of payment transactions,
- f) execution of such payment transactions where the payment order is submitted by the paying party through a telecommunication device, a digital device or other information technology device, and where the payment transaction takes place at the operator of the telecommunication device, digital device or other information technology device,
- g) the payment initiation service,
- h) the account information service.

**Reference exchange rate:** OTP Bank Plc. quotes a single type of reference exchange rate on each workday, OTP Bank Plc. may quote a reference exchange rate several times a day, with the respective exchange rates valid until the next issue of the same type of exchange rate. The reference exchange rates are prepared by OTP Bank Plc. on the relevant day.

**Person entitled to dispose:** the Account Holder, the person entitled to act on its behalf under the law, and any other person authorized by them to dispose over the account.

**Person authorized to dispose:** a natural person or enterprise or organisation entitled to dispose over – the holder of – the secondary identifier.

**Account Holder:** a Client concluding a bank account agreement with OTP Bank Plc.

**Account information service:** an online service for the provision of aggregated information on one or more payment accounts, accessible online, opened by the entity using the payment service with another payment service provider or several payment service providers.

**Durable medium:** any instrument which allows the Client or OTP Bank Plc. to permanently store data addressed to it for a period adequate for the purposes of the data and which allows to display the data stored in an unchanged format and with unchanged content.

**Client:** a natural person, legal person or other organization to which OTP Bank Plc. provides payment services or which requests such service from OTP Bank Plc., including the Account Holder. Within the divisions, Clients may be further classified based on the criteria (e.g. sales revenue) as defined in the Division Business Regulations: e.g. retail, micro and small enterprise, medium and large enterprise, municipality, public service and water utility Client. In terms of authentication, Clients shall not only be the paying party and the beneficiary Client, but also the person entitled to dispose over the payment accounts of the paying party and the beneficiary.

**Division:** classification of the Clients of OTP Bank Plc. based on their nature, as defined in the division Business Regulations, namely: retail, enterprise and municipality division.

For the purposes of these Business Regulations, terms used other than the above mentioned terms are interpreted as defined in the Payment Services Act and in the Decree.



## **II. OTP BANK PLC. ADVANCE AND SUBSEQUENT INFORMATION OBLIGATION**

### **II.1. Cooperation**

1. OTP Bank Plc. and the Client shall cooperate appropriately in their contractual relations in respect of payment transactions and shall inform each other without delay about such facts and changes thereof which are significant for the banking transaction.
2. They shall reply to any queries related to the transaction addressed to each other latest within 30 days, and shall notify each other of potential mistakes, failures.

### **II.2. Communication**

1. The OTP Bank Plc. Business Regulations, public announcements and condition lists are public, and they may be viewed by any person on the premises of the bank open for Clients, as well as on the OTP Bank Plc. website.
2. OTP Bank Plc. may contact the Client by the following means:
  - a) in writing: in postal mail, by telefax, by e-mail, for electronic service agreements, in accordance with the notification rules pertaining to such agreements, by way of public announcement, by way of bank account statement,
  - b) verbally: in branches, and on the telephone.
3. The minimum technical requirements for devices necessary for the use of electronic channels are contained in the Public Announcements on electronic channels, and on the website of OTP Bank Plc., on the product pages.
4. OTP Bank Plc. shall dispatch written notifications and documents to the Client to the address provided by the Client for this purpose. In case of Clients belonging to the Enterprise and Municipality business line, OTP Bank Plc. shall dispatch dunning letters and termination notices to the address of the registered office of the Client.
5. The Client shall send notifications to the branch keeping its payment account.
6. The Client shall notify its account-keeping branch in writing about any change in its residential address, the address of its registered office or site, and mailing address. OTP Bank Plc. shall not be liable for any damage resulting from failure to do so.
7. The Client may liaise with OTP Bank Plc. by means other than by mail (e.g., by e-mail, telefax) only at their own risk, based on an explicit agreement to this effect, and only in

the scope specified in the agreement. OTP Bank Plc. excludes any liability for any damages resulting from such form of liaison.

8. The Client may also request the retention of notifications. All legal consequences resulting from the retention of bank notices are borne by the Client. The provision for the retention of notices does not apply to any correspondence by OTP Bank Plc. relating to any claim against the Client and to the termination of the bank account agreement, as well as to notifications relating to authority transfer orders, transfer warrants received or admitted to the debit of the payment account of the Client.
9. Upon request of the Client, OTP Bank Plc. shall provide—outside the scope of its obligation to provide information free of charge, under data protection legislation—a copy of the notifications sent by it for a fee specified in the Public Announcements.

### **II.3. Language of the communication**

1. The language of liaison between OTP Bank Plc. and the Client is the Hungarian language.
2. If the notification is sent by OTP Bank Plc. to the other party both in the Hungarian language and in a foreign language, the Hungarian version shall prevail if any difference in interpretation should arise between the two versions. The meaning of terms used in the foreign language notification is defined in accordance with the Business Regulations and the laws of Hungary.

### **II.4. Information obligation of OTP Bank Plc.**

1. OTP Bank Plc. is subject to prior information obligation before the conclusion of a bank account agreement for the provision of payment services, and subject to prior and subsequent information obligation in respect of payment orders based on a bank account agreement.
2. OTP Bank Plc. shall fulfill its prior information obligation before the conclusion of a bank account agreement, and prior information obligation in respect of payment orders based on a bank account agreement in a paper-based format, via Business Regulations, Public Announcements and Condition Lists posted in the branches and on the website.
3. Upon the request of the Client, OTP Bank Plc. shall provide copies of the documents specified in Clause 2 of this Chapter in a paper-based format free of charge.
4. The bank account agreement is concluded in writing and is made available by OTP Bank Plc. to the Client in a paper-based format after concluding the bank account agreement.
5. OTP Bank Plc. shall fulfill its subsequent information obligation in respect of payment orders based on a bank account agreement with a bank account statement in a paper-

based format or electronically through a query option via the channels of the internet banking services, or for retail Clients, on the OTP Bank Plc. website.

6. The original paper-based bank account statement, or the authenticated bank account statement based on Clause 3 of Chapter III.4 qualifies as an authenticated electronic bank account statement issued by OTP Bank Plc.
7. Upon the request of the Client, OTP Bank Plc. shall provide the terms and conditions in a paper-based format at any time during the term of the bank account agreement.

### **III. SUBSEQUENT INFORMATION ON A PAYMENT ORDER BASED ON AN AGREEMENT VIA BANK ACCOUNT STATEMENT**

#### **III.1. General provisions applicable to the bank account statement**

1. OTP Bank Plc. shall notify the Account Holder of the itemized transactions of its bank account (in the context of its subsequent information obligation) by means of a bank account statement.
2. The bank account statement shall also serve as an invoice since it complies with the formal and substantive requirements of an invoice. A taxable person carrying out tax-exempt supply of goods and services according to Act CXXVII of 2007 on value added tax may fulfill its invoicing obligation by issuing other supporting documents to which the provisions of the accounting act on accounting documents apply. OTP Bank Plc. shall present the fees of the exempt services performed by it not separately as an invoiced item but indicating among the transaction items that "The transaction is exempt from tax under Act CXXVII of 2007".
3. In case of bank account statements prepared once a month, OTP Bank Plc. shall issue a summary invoice on the invoiced items, which constitutes part of the bank account statement. The summary invoice is issued latest within 15 days after the last day of the relevant month.
4. Shall the Client not comment on the bank account statement in writing within 60 days of making available the bank account statement, OTP Bank Plc. shall consider that the Client has accepted its contents. Rectification of an unapproved or an approved but incorrectly executed payment transaction is subject to the provisions of Clause 8 of Chapter X.1.
5. The detailed content of the bank account statement and the special provisions for the authenticated electronic bank account statement are contained in the Public Announcement on bank account statements, which is attached to these Business Regulations as Annex 2.

### **III.2. Availability of the bank account statement**

1. OTP Bank Plc. may not charge any extra fees, commissions, or costs to Clients in case of residential, as well as micro and small enterprise Clients for bank account statements made available in the manner and with the frequency as specified in the bank account agreement or other agreement.
2. OTP Bank Plc. may not charge any extra fees, commissions or costs to its Clients belonging to the medium and large enterprise as well as in the municipality clientele for bank account statements made available with turnover based frequency in a paper based format, by postal mail.
3. OTP Bank Plc. may charge the fee and costs specified in the division Public Announcements for bank account statements made available with a frequency or in the manner which is different from that contained in the bank account agreement or other agreement.
4. OTP Bank Plc. shall make available the bank account statement subject to the terms and conditions applicable to the respective clientele and to the agreement with the Client as follows:
  - a) by making available electronically (through the internet banking service or through the OTP Bank Plc. website or in the form of an authenticated electronic bank account statement through the OTPdirekt Electra Terminal / OTPdirekt internet service), or
  - b) by delivering to a mailing address or to a payment account statement delivery address associated with the bank account; or
  - c) in a branch, under a PO box subscription; or
  - d) by omitting delivery, in the branch (retention of notice).

All consequences resulting from the retention of notices are borne by the Client.

### **III.3. Special conditions for bank account statements made available to retail Clients**

1. For Clients having a retail payment account, OTP Bank Plc. shall make available the bank account statement once a year, or once a month provided that payment transactions, or settlement of due interest/fee occurred.
2. If the Client has internet banking service, and it does not provide otherwise, then as long as the service exists, bank account statements are provided to it by OTP Bank Plc. on a durable medium through the internet banking service as a default setting, irrespective of the way in which the bank account statement used to be sent previously. Managed account types are listed in the Business Regulations of the Retail OTPdirekt service. After the termination of the internet banking service, OTP Bank Plc. is entitled to send the bank account statement by mail to the address given for this purpose, listed in OTP Bank Plc.'s records.

3. The method of making available the bank account statement according to Clause 4 of Chapter III.2 and Chapter III.3 may be specified by the Client when concluding a bank account agreement and may be modified any time during the term of the agreement effective as from the next month. The Client may also request that the bank account statement should be retained. For a retained bank account statement, from the end of the month following the preparation of the bank account statement, OTP Bank Plc. shall charge the cost as specified in the Public Announcement to the OTP Bank Plc. Retail Client under the OTP Bank Plc. branch PO box subscription and shall not make available any bank account statement on an authentic electronic bank account statement.
4. The Client may also retrieve its bank account statement from the website of OTP Bank Plc. on the basis of a modification of the bank account agreement to this effect, using the HUF based debit card associated with the account. In case of such disposals, OTP Bank Plc. shall not send an account statement by post.
5. The bank account statement printed on the website of OTP Bank Plc. or through the internet banking service may not be used as an official certificate. The Account Holder may request issuing of a certified paper-based bank account statement through the OTPdirekt telephone administrator service or personally. In these cases, in addition to the bank account statement provided free of charge once a month, an extra fee for the retained bank account is charged by OTP Bank Plc.
6. The methods and conditions for retrieving the bank account statement from the OTP Bank Plc. website are included in the agreement modification signed when the service was requested.
7. If the Client uses the services related to multiple accounts, it may only specify one mobile phone number for receiving SMS messages and may only specify one way of sending or not sending an SMS on the completion of a bank account statement. If the Client modifies the phone number specified for querying the bank account statement or disposes on sending an SMS on the completion of the bank account statement differently as specified previously, it shall apply to all its accounts affected by querying the bank account statement from the website.
8. In case of a bank account with multiple Account Holders, the Account Holders may only request making available the account statement in one single way.
9. Upon request of the retail Client, OTP Bank Plc. shall provide the bank account statement on the preceding accounting period in a paper-based format and free of charge once a month, if it has not provided it in a paper-based format earlier.
10. The method of sending the bank account statement and the statement of fees according to Section XII is the same, thus by modifying any one of them the consumer Client also provides for the modification of the other.

11. For the provision of a retrospective bank account statement for a period preceding the previous period, the fee specified in the Public Announcement is charged by OTP Bank Plc.

#### **III.4. Special conditions for bank account statements made available to Clients belonging to the enterprise and municipality clientele**

1. If the Client is a medium and large enterprise Client or a Client belonging to the municipality clientele, and no agreement provides otherwise, OTP Bank Plc. shall notify it with a bank account statement made available with the frequency of payment transactions about debiting (execution of orders), crediting and balance of the payment account every working day on which debiting or crediting occurred on the payment account.
2. If the Client belongs to the micro and small enterprise clientele, or it is a Client having an account package and belonging to the corporate division, based on the agreement included in the agreement (if it does not provide otherwise), OTP Bank Plc. shall make available the bank account statement once a month, on the last working day of the month. At the written request of the Client, OTP Bank Plc. undertakes to prepare and make available a bank account statement with the frequency of transactions occurring on the payment account.
3. For those micro and small business customers whose existing payment accounts maintained by OTP Bank Plc. were included in the OTPdirekt internet service account range on August 24, 2023 and who have a paper-based bank account statement for these payment accounts, and who did not notify their request for a paper-based bank account statement instead of a certified electronic bank account statement by November 10, 2023, OTP Bank Plc. will provide the bank account statement in certified electronic form no later than November 20, 2023, which bank account statement is available via the OTPdirekt internet service. In case of request of these Customers, OTP Bank Plc. provides the possibility of returning to a paper-based bank account statement even after November 20, 2023 - at any time during the existence of the bank account agreement - under unchanged conditions. The frequency of sending the bank account statement is not affected by the amendments specified in this point. Details regarding the certified electronic bank account statement can be found in the Annex 2 of this Terms and Conditions.
4. At the request of its Clients belonging to the enterprise or municipality clientele, OTP Bank Plc. shall make available an authenticated electronic bank account statement through the OTPdirekt internet and/or Electra Terminal services, subject to the conditions included in the Public Announcement on bank account statements, attached to these Business Regulations as Annex 2.
5. Upon request of the micro-enterprise Client, OTP Bank Plc. shall provide the bank account statement on the preceding accounting period free of charge once a month.

## **IV. PAYMENT ACCOUNT KEEPING**

### **IV.1. General provisions for payment account keeping**

1. Upon the request of a foreign exchange resident or a foreign exchange non-resident Client in as specified in Act XCIII of 2001 on the elimination of foreign exchange restrictions, OTP Bank Plc. shall open and keep a payment account or current bank account in HUF and/or foreign currency, for the purpose of recording and managing its HUF and/or foreign currency assets, and handling its payment transactions in HUF and/or foreign currency, in accordance with the effective law relating to payment transactions and with the bank account agreement concluded with the Client.
2. All payment accounts opened at OTP Bank Plc. bear at least the name of the Client as the Account Holder and the bank account number (account number) generated according to the law on payment transactions.
3. The bank account agreement is concluded by and between OTP Bank Plc. and the Client for an indefinite period of time.
4. Based on the bank account agreement concluded with the Client, OTP Bank Plc. undertakes to register the funds available to the Client on the bank account specified in the agreement and to execute appropriate payment orders received to the debit of these and to credit the funds received for the Client's benefit; and shall notify the Client by payment account statement about the debits and credits and the account balance.
5. The balance of the payment account may be converted into any of the foreign currencies designated in the relevant Public Announcement of OTP Bank Plc. for keeping foreign currency accounts.
6. Foreign currency and/or foreign cash services are performed by OTP Bank Plc. for both foreign exchange resident and foreign exchange non-resident Clients on the basis of its authorization for these activities.
7. OTP Bank Plc. shall keep payment accounts and shall provide foreign currency and/or foreign cash services to its Clients in order to manage foreign currency and foreign cash transactions, to manage foreign currency receivables and to execute foreign currency, foreign cash and HUF transactions to the debit thereof, in the foreign currencies designated in the effective Public Announcements for account keeping, and only in the designated (account keeping) unit.
8. OTP Bank Plc. reserves the right to determine at its discretion the scope of foreign currencies in which it keeps a payment account.
9. OTP Bank Plc. and the Client, shall collectively determine the place of account keeping for the respective payment accounts, taking into account the organizational features and credit institution connections of OTP Bank Plc.

10. The funds deposited on the payment account are covered by deposit insurance under the terms of the Banking Act, detailed rules of which are contained in the OTP Bank General Business Regulations.
11. The retail payment account and the current bank accounts may be assigned to the securities account as settlement account for the cash flow of investment and ancillary investment services. The terms and conditions for execution of transactions are contained in the Investment Services Division Business Regulations.
12. For non-retail Clients, the administration related to the bank account agreement is done in the account keeping branch. Retail Clients may initiate transactions on their payment accounts in any branch, with the exceptions included in these Business Regulations.
13. In the course of its activities, in accordance with the diligence expected from it, OTP Bank Plc. may request further documents specified by it in addition to the documents to be submitted for opening an account in these Business Regulations, and to determine the place of account keeping. OTP Bank Plc. is entitled to request further documents regarding information on the sources of funds in order to comply with current applicable laws on the prevention and combating of money laundering and terrorist financing.
14. OTP Bank Plc. shall consider payment accounts kept for the Account Holder (with the exception of the funds withdrawn from free disposal by the Client, tied up for a specific purpose or separately managed) as one integrated payment account for the purpose of execution of authority transfer orders and transfer warrants, of security measures, and of enforcing the claim of OTP Bank Plc., unless a separate agreement concluded for the use of a facility provides otherwise.
15. In the event of any presumed or noticed fraud or security threat, OTP Bank Plc. shall notify the Client through the secure channel for communication with the Client regarding the service concerned.
16. In the course of fulfilling data requests received within the framework of the account information service, OTP Bank Plc.
  - has a secure data connection with the payment service provider providing the account information service, and
  - handles data requests transmitted in the framework of the account information service in a non-discriminatory manner unless the different treatment can be objectively justified.

## **IV.2. Client identification**

1. The provisions of the Money Laundering Act, the FATCA Act, the Aktv and the Public Announcement of OTP Bank Plc. on the client identification procedure, the FATCA information for enterprises, the FATCA information for individuals as well as the CRS/DAC2 Enterprise and CRS/DAC2 Retail Public Announcements apply to the due



diligence performed on the Client when opening the payment account, and to the identification of the Client during the term of the bank account agreement.

2. In addition to the legal obligations regarding identification, any micro and small enterprise Client is obliged to provide the telephone number of the executive officer or other person with right of disposal over the payment account for the purposes of communication. The contact person is responsible for receiving messages relevant to the performance of the agreement and must therefore be a person designated by the Client who is authorized to know information which is considered as bank secret.
3. The provision of other contact information for retail Clients (e.g., workplace, telephone, other availability) is voluntary.
4. During the term of the contractual relationship between the Client and OTP Bank Plc., the Client is obliged to notify OTP Bank Plc. within 5 working days of any change in the data recorded during identification. The Account Holder bears the damages resulting from the failure to notify. Upon notification of the change, the Client shall submit the documents supporting the change(s).
5. In order to perform the service included in the agreement and the obligations undertaken, and with a view to other data-processing purposes, OTP Bank Plc. may process the personal data of the Account Holder and their representative, as well as of the natural persons entitled to dispose over the payment account and request the documents and statements pertaining thereto. Detailed provisions on the processing of personal data are included in the General Business Regulations of OTP Bank Plc. and the "Supplementary Privacy Statement on Payment Services". The privacy statement is available in the branches and on the following internet link: [<https://www.otpbank.hu/portal/hu/Kondiciok>]
6. OTP Bank Plc. may refuse to execute the disposals by the Account Holder, if the identity of the Client cannot be established without doubt or if the Client refuses to present its identifying documents.
7. OTP Bank Plc. shall not be liable for damages resulting from the acceptance of a false or forged personal identification document or signature, the false or forged nature of which cannot be recognized by careful examination.
8. The Client may also identify itself with a retail bank card issued by OTP Bank Plc. (with the exception of a prepaid card).

#### **IV.3. Special terms and conditions of payment account opening for Clients belonging to the enterprise clientele and for public utility and water utility company Clients**

1. OTP Bank Plc. shall open the payment account in accordance with the provisions of the effective law regarding payment transactions, and payment account keeping, and to the relevant organization (Client), based on hardcopy documents determining the establishment of the activity of the Client (its establishment or licensing of its operation) and (if the Client is required to be registered) certifying its registration or the initiation thereof, or based on e-documents with qualified electronic signatures.

2. The payment account agreement is concluded by OTP Bank Plc. with the person(s) entitled to represent the Client on the basis of the founding document or the resolution on the registration of the Client, and to announce the persons entitled to dispose over the bank accounts.
3. OTP Bank Plc. shall request the presentation of the original copies of documents necessary for the opening of the payment account, of the specimen signature form authorized by a public notary or of the signature sample countersigned by a lawyer (photocopies of which shall serve as a branch copy) in all cases where such documents are filed on paper.
4. A prerequisite for opening a current bank account in case of foreign exchange resident and domestic foreign exchange non-resident legal persons is that the legal entity already registered in the court register or other register (hereinafter "register") required for its establishment shall certify with a document not older than 30 days issued by the registry-keeping organization that it is registered in the registry and shall disclose its tax ID and statistical number. Furthermore, a Client which is required to be registered in the company registry shall give or make available its specimen signature form authorized by a public notary or its signature sample authorized (countersigned) by the lawyer preparing and countersigning the founding document.
5. For opening the payment account, a legal person not yet registered in the company court registry shall, provided that the law applicable to the respective legal entity permits its operation as a pre-company, submit the certificate received from the company registry court, and the specimen signature form by the public notary or the signature sample countersigned by the lawyer preparing the founding document is also necessary.
6. In accordance with the statutory requirements for the electronic company procedure, the Client or the legal representative acting on its behalf may upload on the website of OTP Bank Plc. ([www.OTPbank.hu/ecegeljaras](http://www.OTPbank.hu/ecegeljaras)) the documents according to the transaction type (capital/founder asset placement, payment account opening, , payment account modification), electronically authenticated with qualified electronic signatures, compiled in an e-file.  
(e-file generated in an electronic company procedure: collection of electronic documents containing e-company documents with pre-set names, compiled into one set during the electronic company procedure, signed with qualified electronic signature and stamped with timestamp by the acting judge, court administrator or acting legal representative either per e-document or per e-file.)
7. The uploading of electronic e-company documents should be done according to the information provided on the OTP Bank Plc. website and the upload instructions.
8. The transaction identifier generated when admitting and accepting uploaded electronic documents shall also be emailed by OTP Bank Plc. to the email address provided by the uploader. Upon receiving the identifier, the Client may now contact the enterprise account keeping branch of its choice, or the already Account Holder Client may contact the branch keeping its payment account after initiating the change registration.

9. If the upload of the electronic document is unsuccessful on the OTP Bank Plc. website, then the Customer can turn to the branch keeping also non-retail accounts of his choice.
10. For Clients belonging to the enterprise clientele and required to be registered in the company registry, upon the request of the Client, the current, authentic company registry extract may be retrieved in the branches, which is solely for use with OTP Bank Plc. (payment account opening and modification, notification of company data modification, credit transactions). The company registry extract may be obtained through the online e-company registry extract retrieval service, upon paying the applicable fee included in the relevant, effective business line public announcement.
11. If the Client is required to document depositing the pecuniary contribution in the payment account for initiating its registration, OTP Bank Plc. shall open the current bank account in HUF and/or foreign currency upon the request of the Client. In this current bank account only the pecuniary contribution according to the founding document may be deposited. For payment account opening by a Client required to be registered in the company registry, the specimen signature form by the public notary or the signature sample authorized (countersigned) by the lawyer preparing and countersigning the founding document is also necessary.
12. OTP Bank Plc. shall issue a certificate on the amount deposited on the payment account upon the request of the Client for a fee.
13. OTP Bank Plc. shall not fulfill any payment orders to the debit of, and crediting to the opened current bank account, with the exception of the pecuniary contribution, until the initiation of the registration is certified, provided that the law applicable to the respective legal service agreements its operation as a pre-company, or the registration is certified by the Client, provided that operation as a pre-company is not permitted, and until its tax ID and statistical number is disclosed.
14. If the legal entity, with respect to the relevant founding document, supplements or raises its pecuniary contribution by depositing cash or by transfer, then this circumstance must be specifically mentioned in the order. Upon the request of the Client, OTP Bank Plc. shall issue a certificate about the amount credited, addressed to the company registry court. In this case, the Client may only dispose freely over the amount deposited or transferred after the receipt of the modification registration application by the company registry court / regional court is documented.
15. If the economic organisation initiating the company registration procedure is established without a legal predecessor, during the so-called "pre-company" operation, OTP Bank Plc. shall append the "under registration (b.a.)" suffix to the company name of the Client. The Client shall submit to OTP Bank Plc. the final decree on registration by the Company Registry Court in the form of a paper-based document or of an e-document with qualified electronic signature without delay. After this is done, the "under registration" suffix is

deleted from the name of the payment account by OTP Bank Plc.

16. If OTP Bank Plc. becomes aware of the rejection of the registration application of the Client by the company registry court, and when prompted, the Client fails to certify that it has appealed against the rejection, OTP Bank Plc. is entitled to terminate the bank account agreement with immediate effect. According to the provisions of the Payment Services Act, OTP Bank Plc. terminates the payment account with immediate effect if the Client fails to confirm within 90 days of the opening of the account, with a certificate not older than 30 days, that its enterprise has been registered and is included in the registry.
17. For legal person Clients required to be registered not in the company registry but in another registry, OTP Bank Plc. would generally open a payment account only after a document certifying the registration, not older than 30 days, is presented, and after the tax ID and the statistical number is available. If the payment account is opened in advance for any reason (for example, to deposit the funds for foundation), OTP Bank Plc. shall execute payment transactions only after the registration in the registry is certified.
18. A precondition for opening a payment account for a foreign exchange non-resident person is the certification of the legal status, firm or existence of the organization of the Client (a foreign company registry extract or a certificate that the company / organization has been registered under the applicable foreign law) with a document dated not older than 30 days. In addition, it is necessary to certify to OTP Bank Plc. the identity and details of the representative of the foreign exchange non-resident Client who is entitled to dispose over the account, with appropriate documents (such as a travel document) without doubt. In addition, for the payment account opening it is necessary to submit the specimen signature forms of the person(s) representing the foreign exchange non-resident Client or, in the absence of that, any other document which certifies the representation right and the specimen signature of the representative(s), unless this is included in the company registry extract or a document which is equivalent therewith as regards its contents. Subject to any convention concluded between Hungary and the country where the registered office of the company is located, the documents must be authenticated by a public notary, or other legalisation may be required. Authentication or legalisation is performed by Hungary's foreign mission in the respective country, while the relevant authority (public notary, ministry) of the respective country issues Apostille certificate. A payment service provider operating in the respective country and being in a business relationship with OTP Bank Plc. may make identical copies of the original documents necessary for opening an account. The Client shall also provide the authentic Hungarian translation of the submitted documents to OTP Bank Plc.
19. OTP Bank Plc. shall open the payment account for any natural person subject to VAT, for any person as defined in Section 2(2) of Act CXV of 2009 on Sole Traders and Sole Companies (in accordance with the act on personal income tax: agricultural original producer, as well as lawyer, individual patent lawyer, public notary, independent bailiff and their deputy, service provider veterinary, hereinafter collectively for the purpose of this Section "other persons"), after the Client has provided a copy of the document of registration by the National Tax and Customs Office (hereinafter: NAV) or, in the case of

a sole trader, the sole trader card or, in the case of other persons, a copy of the other card required for the performance of the activity, if based on the activity the Client is required to have such card.

20. As from 1 January 2010, having a sole trader card is not required for commencing or pursuing the sole trader activity. In this case, OTP Bank Plc. shall also accept an authentic certificate issued by the authority acting on the matter to justify the reporting or registration of the business activity when the opening or modifying the payment account.
21. OTP Bank Plc. shall open the payment account for a condominium after the Client has presented founding document registered with the Land Office; its title deed not older than 30 days; its Organization and Operational Rules for a condominium with more than 6 flats (for a condominium with up to 6 apartments, only if the condominium has it) with proof of registration with the real estate register (land registry); minutes for the general assembly having quorum, including the general assembly resolution to open a payment account; the election of the common representative / management committee in office; if a legal entity has been elected as common representative, then the company registry extract of the legal person not older than 30 days, and the sample signature or specimen signature form of the persons entitled to represent it; and has disclosed the tax ID of the condominium (if any). If the condominium does not have a tax ID, a statement of the common representative shall be attached to the fact that the condominium does not pursue taxable activity.
22. Any Client not mentioned above who is required to pay tax to the tax authority in connection with its activity, shall notify the tax ID certifying registration by NAV to OTP Bank Plc. when opening the payment account.
23. Upon the request of the Client, in addition to the current bank account, OTP Bank Plc. shall also open segregated account(s) for specific purposes (e.g., for monitoring the cash flow of a certain unit or activity of the Client, for providing collateral, for managing attorney and public notary custody deposits, for depositing property collateral required in law, etc.).
24. During the term of the payment account contractual legal relationship, the Client may initiate changing the account keeping branch and transferring the payment account with legal continuity along with changing the account number. In the event of transfer with legal continuity, all other terms of the agreement will remain in force unchanged.

#### **IV.4. Special terms and conditions of current bank account opening for municipality Clients**

1. The scope of accounts which may be kept for municipality Clients can principally have the purpose and name as provided for in the Áht. and the Ávr.
2. The bank account agreement is concluded by OTP Bank Plc. with the person(s) entitled to represent the Client on the basis of the resolution on the registration of the Client or the

founding document, and to announce the persons entitled to dispose over the current bank accounts.

3. OTP Bank Plc. shall request the original, paper-based copies of documents required for opening the current bank account (e.g. the resolution of the city council of the municipality, the letter of the municipality) to be presented in every case, photocopies of which shall serve as branch copy. In addition, a less than 30 days old notification of the Hungarian Treasury regarding the registration or a less than 30 days old authentic excerpt from the official register. Documents issued and digitally signed by the Hungarian State Treasury required for the opening a current bank account and for the notification of data changes can be submitted to the bank branch also in electronic form by e-mail.
4. In addition to the current bank account, OTP Bank Plc. shall also open payment account(s) and segregated account(s) for specific purposes (so called sub-account). Sub-accounts are linked to the current account and are generally used for the separate settlement of revenues and expenses defined by law.
5. During the term of the current bank account contractual legal relationship, the Client may initiate changing the account keeping branch and transferring the current bank account with legal continuity along with changing the account number. In the event of transfer with legal continuity, all other terms of the agreement will remain in force unchanged.

#### **IV.5. Special terms and conditions of payment account opening for retail Clients**

1. A precondition of concluding and amending the payment account agreement is that the Account Holder
  - a) identifies themselves and provides their sample signature necessary for disposing over the account,
  - b) accepts the contractual terms and conditions contained in the effective OTP Bank Plc. Business Regulations and Public Announcement, by signing the individual agreement, and
  - c) for certain HUF payment account package products, has obtained at least one HUF debit card, unless the division business regulations provide otherwise.
2. The payment account can be opened either by post or by an authorized person without the presence of a certain person (for any person being abroad or being disabled), but in such case the personal identification data and the signature of the person(s) entitled to dispose over the payment account must be legalized by the Hungarian foreign mission, or by a public notary in Hungary. OTP Bank Plc. shall accept documents prepared abroad according to the applicable laws, including international agreements promulgated by law.
3. Foreign exchange residency (according to Act XCIII of 2001) may only be certified with a personal identity card or identity card, while for persons under the age of 14 years, immigrants or settlers, with an authority certificate issued on the personal identification number.

## V. DISPOSAL OVER THE PAYMENT ACCOUNT

### V.1. General provisions

1. OTP Bank Plc. shall perform the identification of a person authorized to dispose over the payment account, in the same way as for a natural person Client but shall not verify that the person registered for disposing over the payment account is complying with the other legal requirements.
2. OTP Bank Plc. shall consider the signature registration to be effective until the Client declares the change in the signature right in writing, or until it is notified of the death of the Account Holder credibly.
3. The Client, its current representative, the persons entitled for disposal by the Client, and the mandatory or agent of the Client may freely dispose over its payment account(s), observing the effective payment transactions rules, and OTP Bank Plc. may not debit the payment account(s) without their disposal or against their disposal except for cases specified in the law, or in these business regulations or in the division business regulations.
4. Clients belonging to the enterprise and the municipality clientele may withdraw the disposal right of certain signatories designated on the specimen signature form, in a letter signed according to representation method, indicating the names and personal data of the signatories concerned (identity card number, place of birth and date of birth, and mother's name).
5. Clients belonging to the enterprise and the municipality clientele are required to, on the occasion of opening the account and on the forms issued for this purpose, register the name, personal identifiers, signing authority and signature sample of the person(s) entitled to dispose over the payment account in a paper-based format. When registering signatures for payment account(s), the Client may freely determine the way in which the payment account is disposed over (subject to the law governing its establishment, operation, as well as internal rules). Upon registration it is to be specified which person is entitled to sign together with whom, and which stamp(s) are to be applied on the orders, but other restrictions, especially limits tied to certain amounts, may not be made.
6. OTP Bank Plc. may offset any of its credit institution receivables (from financial and investment service activities, as well as supplementary services) arising based on any legal title in respect of and to the debit of any payment account of the Client kept at OTP Bank Plc. (and not managed as segregated bank account for a specific purpose), including the overdraft facility, or funds placed as deposit upon maturity.
7. The Client is required to notify the authorization to dispose over their payment account to OTP Bank Plc. in a written notification, prescribed in the way registered with OTP Bank Plc. The notification shall clearly indicate the contents and effective period of the authorization.

8. The provisions of Act XLIX of 1991 on bankruptcy procedure and liquidation procedure, or for municipalities under debt settlement procedure, the provisions of Act XXV of 1996 on debt settlement procedures of municipalities shall apply to disposal right over the payment accounts of Clients under liquidation, bankruptcy or debt settlement procedure. In respect of Clients under voluntary liquidation, the provisions of Act V of 2006 on company publicity, court company procedures and voluntary liquidation are applied by OTP Bank Plc.
9. In respect of due receivables and accrued expenses arising from the bank account agreements and overdraft facility agreements of its Clients, OTP Bank Plc. is entitled to
  - a) recover those to the debit of any receivable(s) on any other account of the Account Holder kept by OTP Bank Plc. which is under the free disposal of the Client (including demand account balance and term deposits associated with the payment account upon maturity, including the expiry date),
  - b) recover those directly from caution to the debit of free disposal securities and any other financial (investment) assets credited on the consolidated securities account(s) associated with the payment account based on these Business Regulations, collateralised as caution. Otherwise, the OTP Bank Plc. Investment Services Division Business Regulations, and in particular its provisions on default, shall apply to the caution and recovery therefrom.
10. In addition to disposal in the branch office, the Client may submit its order electronically, according to the provisions of the OTPdirekt agreement for the use of electronic service, the Business Regulations, as well as the OTP Bank Digital Services Agreement and Business Regulations. In case of disposals over a payment account submitted through an electronic channel, required for the use of electronic services, the right of disposal over the payment account is ensured under the conditions of the OTPdirekt, as well as the OTP Bank Digital Service Agreement.
11. In case of modifying a payment account / account package agreement or other agreement pertaining to an account package, the previous services / products and orders specified to the old payment account / account package shall continue to exist and to be linked to the agreement after modifying the agreement, unless provided otherwise.
12. At the request of the issuer of card-based cash substitute payment instrument, excluding electronic money, and the payment service provider providing the payment initiation service, OTP Bank Plc. shall immediately confirm whether the amount indicated in the request is available on the payment account of the paying party's Client if:
  - a) the Client's payment account is accessible online at the time of the request,
  - b) the Client has expressly consented to OTP Bank Plc. complying with the confirmation request, and
  - c) the consent specified in the previous Section had been given by the Client before the first confirmation is requested.



The confirmation consists only of a “yes” or “no” answer, does not include an account balance, an account statement, and does not involve blocking any amount on the payment account. At the Client's request, OTP Bank Plc. provides information on the name of the payment service provider requesting the confirmation, as well as on the content of the confirmation.

13. In the course of the execution of payment orders initiated within the framework of the payment initiation service, OTP Bank Plc. shall.
- a) have a secure communication link with the payment service provider providing the payment initiation service,
  - b) after receiving the payment order from the payment service provider providing payment initiation service, immediately and fully inform the payment service provider providing payment initiation service of the initiation of the payment transaction and shall make the information – that can be shared also with the Client – related to the execution of payment transaction available to the payment service provider providing payment initiation service (reason for refusal in case of a failed transaction) and
  - c) treat payment orders issued directly by the paying party and payment orders given by using the payment initiation service in the same manner, thus in particular as regards timing, order of execution and charges, unless the different treatment is objectively justified.

#### **V.2. Special terms and conditions of disposal over payment account for Clients belonging to the enterprise clientele and for public utility and water utility company Clients**

1. A foreign exchange non-resident Account Holder may entrust a foreign exchange resident person, and a foreign exchange resident Account Holder may authorize a foreign exchange non-resident person with disposal over the payment account, may grant authorization or authority to them to dispose over the payment account.
2. If the Client is a legal entity, for disposing over the payment account, the literal use of the full or abbreviated name (company name) registered in the registry or submitted for registration, as well as the signature of the person(s) notified for disposal over the payment account is required.
3. In addition, with the exception of sole traders or natural persons subject to value added tax, upon notification it is necessary to credibly certify the election (appointment) of the executive (representative) of the Account Holder Client, as well as the signature of the representative(s) of Clients required to be registered in the company registry (e.g. with specimen signature form authorized by a public notary or sample signature countersigned by the acting attorney).
4. If the law regulating the legal form of the Client indicates that the organization has several

executives, OTP Bank Plc. shall accept notification made by any of the executives as valid. If in the founding document of the Client (in its articles of association, in its statutes, in the resolution of the main body of the organisation), one or more of the executives are authorized to make the notification, OTP Bank Plc. shall accept notification made by the executive(s) authorized in this manner as valid. Among several contradictory notifications, OTP Bank Plc. shall accept the latest notification.

5. If the right of the notifying person to represent the Client is disputed, OTP Bank Plc. shall, for the purposes of notification, consider the notifying person to be entitled to represent the Client while they are entitled to represent the Client under the law governing the registration of the Client.
6. If the representation mandate of the executive is terminated, OTP Bank Plc. shall consider disposal over the payment account by signatories registered by such executive to be valid until the new or another representative provides otherwise.
7. Forms necessary for payment account transactions are provided by OTP Bank Plc. to the Client for a cost. The Client may dispose over the payment account on these forms or on standard forms included in the payment transaction related legislation or by fax, according to the bank account agreement or the related special agreement. Disposal over the payment account of the Client may, except as otherwise agreed or contracted, only occur in writing, according to the registered signing mode.
8. In case of lawyers and law firms, based on Act LXXVIII of 2017 on the professional activities of attorneys-at-law, the office administrator appointed by the regional chamber shall have disposal right over the custody deposit account and, with the exception of bankruptcy and liquidation procedures, over the payment accounts of the law office. For actual disposal over the account, it is necessary to present the decision of the regional chamber and to set up the disposal right of the office administrator according to the general rules for right holders - considering that the approval of the Account Holder is substituted by the decision of the regional chamber, with respect to the provision of the law.

### **V.3. Special conditions of disposal over the payment account for municipality Clients**

1. The person (the head of the organization) who is entitled to represent the Account Holder municipality by virtue of the statutory regulations may register the method of disposition over the payment account. The specimen signature forms shall indicate the payment account numbers of all bank accounts for which the specimen signature form is valid.
2. For disposing over the payment account, the literal use of the full or abbreviated name registered in the registry, as well as the signature of the persons notified for disposal over the payment account is required.

3. The head of the Account Holder organization may exercise its notification right or right of disposal over the payment account only if they certify their election (appointment) and signature in a credible manner.
4. If the representation mandate of the executive is terminated, OTP Bank Plc. shall consider disposal over the payment account by signatories registered by such executive to be valid until the new or another representative provides otherwise.
5. The representation of joint municipal offices and municipality associations is governed by the agreement on their establishment. OTP Bank Plc. shall verify the representation rights based on the provisions thereof.

#### **V.4. Special conditions of disposal over the bank account for retail Clients**

1. A payment account may be owned by one or more natural persons. In case of multiple Account Holders, the owners have the same rights and obligations with respect to the payment account. Account Holders are jointly and severally liable for the rights and obligations arising from the agreement.
2. Unless provided otherwise, the ownership share of the Account Holders is equal. Owners may dispose over the payment account separately or jointly as registered with OTP Bank Plc.
3. In case of separate disposal, each Account Holder is universally authorized to dispose over the payment account (any of them may dispose over the total account balance, including termination, changing the mailing address and statement access method, as well as intermission of payment account or account activation after intermission). The separate disposal right of each Account Holder shall not cover the modification of the payment account agreement (e.g., establishing a co-owner legal relationship, modifying the method of disposal from separate disposal to joint disposal, or applying for an overdraft facility). The Account Holders may only terminate their account holder quality for themselves, subject to the following conditions:
  - a) submitting the debit card of the Client associated with the payment account,
  - b) settlement of any debt,
  - c) no overdraft facility agreement is associated with the payment account, and
  - d) the ownership ratios over the account must be equal, i.e. the Account Holders must not have agreed otherwise earlier.

If there is a queued item for the payment account, either mandatorily based on the law or based on an agreement with the Client, then the scope of owners of the payment account may only be changed on the day following the expiry of the queuing at the earliest.

4. In case of a joint disposal, the owners may only exercise the right to dispose over the payment account together. As from 1 September 1997, a payment account with joint disposal may not be opened, and a payment account may not be converted from separate

disposal method to joint disposal method. In the event of the death of either party, the possibility of exercising the joint right of disposal is terminated and each Account Holder may only dispose over their own ownership quota.

5. In case of modifying a retail payment account / account package agreement or other agreement pertaining to a retail account package, the previous services / products and orders specified to the old payment account / account package shall continue to exist and to be linked to the agreement after modifying the agreement, unless provided otherwise. Orders associated with the payment account / account package shall continue to exist on the HUF account. The requested overdraft facility continues to exist with the modification of the agreement, the amount of the credit facility is set (back) to the amount specified for the HUF account. The concluded OTPdirekt and OTP Bank Digital service agreement shall continue to exist associated with the HUF account. The requested internet banking and mobile application services shall continue to exist unchanged after the agreement modification, unless otherwise provided by the Account Holder. The fee settings related to internet banking and mobile application services are automatically reset by OTP Bank Plc. according to the Retail OTPdirekt and OTP Bank Digital service agreement Business Regulations.
6. In case of an account which is under the name of multiple Account Holders, for the modification of the agreement for the use of another retail payment account joint disposal by all parties is necessary.
7. The Account Holder is required to notify to OTP Bank Plc. the death of the Co-Owner immediately. OTP Bank Plc. shall not be liable for any damage resulting from failing to do so. The ownership of the deceased Account Holder, if it is not subject to disposal for the event of death, is governed by the general rules of the inheritance procedure. The surviving Account Holder may only dispose over their own ownership quota after the date of death. OTP Bank Plc., when acquiring knowledge of the death of the Account Holder in a credible manner, shall segregate the bank account receivables proportional to the ownership quota of the deceased person as of the date of death, until the legally final termination of the inheritance procedure or until disposal by the heir(s). Term deposits are segregated upon maturity. With respect to non-separable legacy, the Co-Owner is liable to the heir.
8. In the event of the death of the Account Holder, OTP Bank Plc. shall, in accordance with the effective laws, disburse/transfer the receivables to the credibly certified heir(s) or to the beneficiary (beneficiaries) designated for the case of death.
9. The Account Holder shall have the right to dispose over the positive balance (deposit) of their payment account corresponding to the ownership share for the case of death in a written declaration which is prepared in the form of a public instrument or in a private document with full probative force and submitted to OTP Bank Plc., or personally recorded with OTP Bank Plc. In the case of a written declaration made in person at any branch of OTP Bank Plc. after customer identification, a declaration in the form of a simple private document is also acceptable. Based on the declaration, the positive balance (deposit) of the payment account shall not constitute part of the legacy, and the beneficiary designated

in the provision in the event of death may dispose over this amount without the execution of the inheritance procedure. If the payment account was owned only by the deceased Client, the payment account is closed by OTP Bank Plc. after the provision is fulfilled and the account agreement is terminated. In the case of several Account Holders, the payment account credit is henceforward divided proportionally among the other Account Holders. Only natural person may be designated as beneficiary in the disposal. Pursuant to the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the personal identifying detail of the beneficiary is provided to OTP Bank Plc. For the event of the death of the beneficiary, another beneficiary (deputy) can not be nominated but the Account Holder may change or withdraw their disposal at any time.

10. The provision for case of death will cease to apply if the Account Holder revokes the provision, makes a new provision at a later date, closes the payment account or ceases to have the right of disposal over the payment account.
11. The Account Holder may dispose over their payment account through an agent holding a power of attorney. In respect of the power of attorney, the provisions of the General Business Regulations shall prevail.
12. The permanent or ad hoc power of attorney is recorded in a public instrument or a private document with full probative force.
13. Due to the specific nature of the respective transaction, or to protect the interest of its Client, OTP Bank Plc. is entitled to require having the authorisation included in a public instrument. The following is recorded in a public instrument:
  - a) the permanent power of attorney, if the authorising party does not appear in person before OTP Bank Plc.,
  - b) an ad hoc power of attorney exceeding 1 million HUF,
  - c) the power of attorney if OTP Bank Plc. does not possess the authorising party's signature or if there is doubt as to the authenticity of the signature of the depositor,
14. The permanent power of attorney does not cover the termination and intermission of the payment account, blocking of cover, application for overdraft facility and debit cards, the conclusion of an agreement for other contractual services (e.g., internet banking and mobile application service), the modification of payment account details, mailing address and the method of accessing the statement, and the designation of further agents.
15. In case of a payment account subject to separate disposal, the Account Holders may also grant separate power of attorneys, while in case of a joint disposal, they may only do this with a joint, concordant statement.

16. In case of a payment account subject to joint disposal, the right of disposal over the payment account of the agent holding a power of attorney shall terminate in the event of the death of any Account Holder. In case of a bank account subject to separate disposal, only the power of attorney given by the deceased Account Holder shall terminate.
17. The authorized party is required to notify to OTP Bank Plc. the death of the authorizing party immediately. OTP Bank Plc. shall not be liable for any damage resulting from failing to do so.
18. OTP Bank Plc. shall not execute any disposal by the authorized party after obtaining credible information on the fact of death.

#### **V.5. Secondary account identifier**

1. Unless the Account Holder provides otherwise, the person entitled to dispose may register the following secondary account identifiers to identify the payment account of the Account Holder subject to the provisions set out in Clauses 2 to 7 of this Chapter:
  - a) a mobile phone number with a country code referring to an EEA state as a geographical area,
  - b) electronic mail address (hereinafter “e-mail address”),
  - c) domestic tax identification number or tax number.
2. Multiple secondary account identifiers may be assigned to a payment account, however, a specific secondary account identifier may only be assigned to one payment account. In order to prevent abuses, OTP Bank Plc. reserves the right to limit per type the number of secondary account identifiers associated with one account.
3. For the notification according to Clause 1 of this Chapter, the consent (voluntary, concrete and based on appropriate information) of the natural person entitled to dispose by holding a secondary account identifier – i.e., the holder of the secondary account identifier – and of the natural person Account Holder must be provided in accordance with the GDPR, for data management and data transfer related to the secondary account identifier.
4. OTP Bank Plc. verifies whether the person entitled to dispose is entitled to use the secondary account identifier as such, to register it, or to delete a notified secondary account identifier.
5. In case of registering a mobile phone number or e-mail address, the unique identification number sent to the mobile phone number or e-mail address must be provided immediately for the successful registration. Regarding the tax number and the tax identification code, OTP Bank Plc. shall proceed as described in Chapters V/6 and V/7. If a premium rate mobile phone number was provided during the registration of the secondary account identifier, OTP Bank Plc. reserves the right to pass on the resulting costs to the Client.
6. Unless otherwise provided by the Account Holder and subject to the provisions set out in Clause 8 of this Chapter, the person entitled to dispose -- and the person entitled to

dispose over the secondary account identifier (company / organisation, natural person) notified during registration may request OTP Bank Plc. to delete the notified secondary account identifier if the procedure specified in Clause 4 of this Chapter is successful.

7. OTP Bank Plc. rejects the registration of the notification of the secondary account identifier or the request for the deletion of the notified secondary identifier in case the procedure specified in Clause 4 of this Chapter fails.
8. Operations related to secondary account identifiers may be performed during bank branch opening hours.
9. OTP Bank Plc. transmits the data content of the registration – in the case of a natural person entitled to dispose over a secondary account identifier based on the consent according to Clause 3 of this Chapter – or the data content of the deletion to the organisation managing the central database management within one hour of fulfilling Clause 4 of this Chapter.
10. From the date of registration, OTP Bank Plc. consults annually with the Account Holder or any other person entitled to dispose and authorized by the Account Holder to consult on the validity of the secondary account identifiers assigned to the payment account with the condition that the deadline to confirm the previous notification related to the assignment of the secondary account identifier is one year upon the receipt of the notification. OTP Bank Plc. shall notify the Account Holder of the data reconciliation at least 30 days prior to the expiry of the deadline for annual reconciliation, as well as of the consequences of the failure to reconcile data as specified in Clause 11 of this Chapter.
11. If despite the notification of OTP Bank Plc. according to Clause 10 of this Section the data reconciliation does not take place within the deadline specified therein, the secondary account identifier shall expire at 0:00 AM on the day following the expiration of the deadline, the fact of which is immediately reported by OTP Bank Plc. to the organisation operating the central database.
12. OTP Bank Plc. shall immediately notify the organisation operating the central database of the termination of the payment account of the Account Holder to which it has assigned a secondary account identifier.
13. If the authorized capacity of the natural person entitled to dispose over the secondary account identifier providing the consent according to Clause 3 of this Chapter is terminated in relation to the payment account, OTP Bank Plc. is entitled to delete the secondary identifier(s) registered by the relevant parties.
14. A valid secondary account identifier registered for any payment account shall automatically lapse concurrently by its successful registration for another payment account (managed by any payment service provider).

## **V.6. Special conditions for the management of secondary account identifiers for Clients belonging to the enterprise and municipality clientele**

1. Unless otherwise provided for by the Account Holder's representative(s), the following secondary account identifiers may be registered for the payment account of enterprise and municipal Clients subject to the provisions of Chapter V/5. and this Chapter:
  - a) the mobile phone number of the Account Holder enterprise / organisation, or the person entitled to dispose, or the natural person or enterprise / organisation entitled to dispose by means of a secondary account identifier notified by him, containing a country code referring to an EEA State as a geographical area;
  - b) the e-mail address of the Account Holder enterprise / organisation, or the person entitled to dispose, or the natural person or enterprise / organisation entitled to dispose by means of a secondary account identifier notified by him;
  - c) the domestic tax number of the Account Holder notified to OTP Bank Plc. and the domestic tax number of the enterprise / organisation entitled to dispose by means of a secondary account identifier notified by the person entitled to dispose;
  - d) the tax identification code of the person entitled to dispose, or the natural person entitled to dispose by means of a secondary account identifier notified by him.
2. A secondary account identifier may be assigned to all HUF and FX payment accounts.
3. During the registration of the secondary account identifier, in case of the enterprise's / organization's tax number, unless otherwise provided by the Account Holder's representative(s), the person(s) entitled to dispose, while in case of the enterprise's / organization's mobile phone number and e-mail address, the authorized representative(s) is authorised to act.
4. The mobile phone number, e-mail address or tax identification code held by the natural person entitled to dispose may be registered independently as a secondary account identifier, the mobile phone number, e-mail address, tax identification code or tax number held by a third party (natural person or enterprise / organisation) may be registered jointly with the person entitled to dispose. The persons entitled to dispose notified for the payment account of natural person entrepreneurs – with the exception of the Account Holder – may not register the secondary account identifier at their disposal independently, but only jointly with the Account Holder.
5. OTP Bank Plc. is entitled to delete the registered secondary account identifier due to changes to the tax number, the Account Holder (e.g. in case of general legal succession), due to name change (e.g. liquidation proceedings, name change of the natural person Account Holder) and in case the right of holder of the specific secondary account identifier to dispose over the payment account ceases.
6. In the case of the registration and deletion of mobile phone number, e-mail address, tax identification code and tax number as a secondary account identifier by of natural person entrepreneurs (e.g. sole proprietor, primary producer) OTP Bank Plc. shall act in accordance with the regulations applicable to retail Clients in the case of consents specified in subsection 3 of Chapter V/5.



## **V.7. Special conditions for the management of secondary account identifiers for retail Clients**

1. Unless otherwise provided for by the Account Holder, the following secondary account identifiers may be registered for the payment account of retail Clients subject to the provisions of Chapter V/5. and this Chapter:
  - a) the mobile phone number of the person entitled to dispose, or the natural person or enterprise / organisation entitled to dispose by means of a secondary account identifier notified by him (third party), containing a country code referring to an EEA State as a geographical area;
  - b) the e-mail address of the person entitled to dispose, or the natural person or enterprise / organisation entitled to dispose by means of a secondary account identifier notified by him (third party);
  - c) the domestic tax identification code – evidenced by a document – of the person entitled to dispose or the natural person entitled to dispose by means of a secondary account identifier notified by him to OTP Bank Plc.;
  - d) the domestic tax number of the enterprise / organisation entitled to dispose by means of a secondary account identifier notified by the person entitled to dispose notified to OTP Bank Plc.;
2. A secondary account identifier may not be assigned to the HUF or FX payment account of the Account Holder under guardianship and custodianship, or if the placement under guardianship of Account Holder is notified to OTP Bank Plc., OTP Bank Plc. is entitled to delete the secondary account identifiers related to the payment account.
3. An Account Holder over the age of 16 who is entitled to dispose by means of a secondary account identifier shall be entitled to register a secondary account identifier independently, while in the case of an Account Holder under the age of 16, the holder of parental supervision over the child is entitled to do so. The persons entitled to dispose other than the Account Holder, the natural person or enterprise / organisation entitled to dispose by means of a secondary account identifier notified by them (third party) shall be in any case entitled to act jointly with the Account Holder.

## **V.8. Payment request service**

1. The payment request service is an ancillary service related to the instant credit transfer, available only through electronic channels. For each electronic channel, the relevant Business Regulations or Public Announcement contain whether the given electronic channel is suitable for sending and receiving the payment request. The payment request service is available to all Clients having an electronic channel that is suitable for sending and receiving the requests upon the payment of the fee listed in the relevant public announcements and condition lists.
2. The person authorised to dispose over the account may, in general, disable the acceptance of payment requests for any given account, for each HUF payment account under his/her management. Payment requests arriving to the affected accounts after the

disablement are automatically refused by OTP Bank Plc. without a separate notice to the Client as long as the disablement is not released by the person authorised to dispose over the account. Administration in relation to the disablement is possible in branches and through the OTPdirekt Telephone Administration Service.

3. A payment request is not a payment order but a message from the beneficiary to the payer in order for the payer to initiate an instant credit transfer order at his/her discretion, using the data given by the beneficiary.
4. In a payment request, given that it may only be sent for the purpose of execution of instant credit transfer orders, HUF payment accounts can be specified as the payer's account, except for the following accounts:
  - a) retail web card accounts, suspended account, retail payment account serving as a collateral for OTP Corporate Lombard credit with fixed margin; payment requests only from within the bank may arrive to savings deposit account and Junior account kept for children under 14 years of age,
  - b) special segregated enterprise account, certain restricted use payment accounts (e.g. lombard credit collateral account, employee financial security account, commission agent account), treasury card account of members of the parliament, credit technical account, municipality subaccount related to securities, earmarked grant implementation account, fund provision account, end-of-day municipality deposit account, condominium PISA account, card subaccounts.
5. Payment requests can be sent through suitable electronic channels, from HUF payment accounts with the following exceptions:
  - a) retail web card accounts, suspended account, retail payment account serving as a collateral for OTP Corporate Lombard credit with fixed margin,
  - b) special segregated enterprise account, certain restricted use payment accounts (e.g., lombard credit collateral account, employee financial security account, commission agent account), treasury card account of members of the parliament, credit technical account, municipality subaccount related to securities, earmarked grant implementation account, fund provision account, end-of-day municipality deposit account, condominium PISA account, card subaccounts.
6. For the safety of the Account Holder, OTP Bank Plc has the right to unilaterally set limits on the number or amount of requests to pay submitted in connection with the request of pay service, to limit the use of the service in whole or in part temporarily, if there is a suspicion or a possibility of misuse in connection with request of pay service.
7. Payment requests can also be sent by specifying the secondary account identifier instead of the payer's name and payment account number.
8. In addition to electronic channels, both sent and received payment requests can also be queried in branches. The payment request message is not visible on the bank account statement, only the details of the instant credit transfer executed based on the payment request.

## VI. PAYMENT ORDERS

1. The provisions of this chapter shall apply, with the derogations specified in the individual Sections, the to intra-bank payment orders in HUF and in foreign currency, and inter-bank domestic payment orders in HUF.
2. With regard to the deadlines for the submission of individual payment orders, the provisions of the Public Announcement on the procedure of execution of payment orders and transactions under payment services (attached to these Business Regulations as Annex 1), as well as of the effective Public Announcements on electronic channels shall apply.
3. Domestic and intra-bank HUF payment orders are executed, according to the provisions of the Public Announcement on the procedure of execution of payment orders and transactions under payment services (attached to these Business Regulations as Annex 1).
4. OTP Bank Plc. shall perform execution in the case of intra-bank and domestic payment orders as follows:

- a) Intra-bank HUF and foreign currency transfers – executed for transfer and collection order

Payment orders are executed by OTP Bank Plc. with the minimum data content contained in the Decree (hereinafter: standard data content); or the credit transfer order initiated in HUF to the debit of the HUF account via the electronic channels are executed upon the Client's choice with extended data content (hereinafter: HCT C2B). The HCT C2B payment transaction standard fields and their description are available on the GIRO Zrt. website (website address: <http://www.giro.hu>).

- b) Domestic – inter-bank – HUF transfers

Domestic, inter-bank HUF credit transfer orders submitted in a branch, and domestic HUF letters of credit are transmitted by OTP Bank Plc. on the InterGIRO2 platform in ten cycles a day, with standard data content.

Credit transfer orders – not classified as instant credit transfer – submitted electronically or credit transfer submitted by indicating a debit date in HUF to the debit of the HUF account or standing orders are executed by OTP Bank Plc. with standard data content, and credit transfers, upon the Client's choice, with HCT C2B data content.

The batch credit transfer order may be submitted - at the Account Holder's discretion - in the GIRO Zrt. or in the OTP Bank Plc. message standard file format (which is made available by OTP Bank Plc. to the Account Holder).

- c) Inter-bank VIBER (Real Time Gross Settlement System) transfers

Upon the Client's request, VIBER transfers initiated in HUF, to the debit of a HUF or FX account, with standard data content is forwarded by OTP Bank Plc. within maximum two hours to the payment service provider keeping the bank account of the beneficiary.

d) Instant credit transfers

Instant credit transfers are executed with the data content available in the electronic channel used for submission.

5. Transfers in response to authority transfer orders and transfer warrants, as well as collection orders are executed via the InterGIRO1 platform on the business day following the day of the debit.
6. Execution and settlement of inter-bank domestic and foreign payments denominated in foreign currency (in currencies for which a foreign exchange rate is quoted by OTP Bank Plc.), and in foreign relations, of payments denominated in HUF is governed by the provisions of Chapter VII.8.

#### **VI.1. Acceptance and approval of payment orders, approval withdrawal**

1. Acceptance and approval of payment orders are governed by the provisions of the Decree, this Business Regulations and the framework agreements of the individual business lines. Approval may be given through the beneficiary, or through the payment service provider providing payment initiation services in the case of the use of payment initiation service.
2. For payment orders, OTP Bank Plc. shall determine by channel, considering the particularities of the payment and clearing systems, and by type of payment order, the starting and closing time within the working day between which it shall accept payment orders, specifying the final submission time for payment orders, up to which it shall perform on the current day the tasks which it is responsible for based on the payment orders received, unless the Client indicates a later deadline, or a legal rule provides for otherwise. With regard to the deadlines for the submission of individual payment orders and the receipt of payment transactions, the provisions of the Public Announcement on the procedure of execution of payment transactions under payment services (attached to these Business Regulations as Annex 1), as well as of the effective Public Announcement on electronic channels shall apply.
3. The payment order shall only be accepted if all the information required to execute the payment order is included in it. With the order, the Client acknowledges that OTP Bank Plc. may transmits their indicated data to the beneficiary/payer designated by them.
4. OTP Bank Plc. shall carefully examine the validity of the signature(s) included on orders submitted on paper or personally. In case of a legal entity, in addition to the signature(s) of the person(s) having the right of disposal of the bank account, the registered full or abbreviated company name must be used literally. If the Client prescribed the application of certain stamp(s) when registering the signatures, a registered stamp must be included

on the orders submitted in a paper-based format.

5. In case of payment orders submitted electronically and in case of payment orders initiated with a bank card, the business regulations, Public Announcements and agreements for electronic banking services and bank cards shall govern as regards the verification of the signature(s) and the regularity of disposal.
6. The Client shall submit its payment orders for a payment account in a branch on forms or with data content complying with the provisions of the Decree, if transacting in HUF, and on the forms implemented by OTP Bank Plc. and with disposal with identical content, if transacting in foreign currency or in foreign cash.
7. The necessary forms are provided by OTP Bank Plc. to the Clients upon their request, for a fee.
8. With the exception of the cash-free Branch, HUF cash transactions may be initiated in any branch of OTP Bank Plc., while foreign cash transactions may be initiated in branches designated for foreign cash transactions.
9. In the case of a transaction involving a cash withdrawal, a payment order of less than HUF 5 may not be submitted or accepted.
10. For Clients belonging to the municipality clientele of OTP Bank Plc., only the designated (account keeping) units shall perform HUF and foreign currency / foreign cash services, unless the Client or a payment account agreement provides otherwise, and except for HUF payments which may be performed in any branch, and except for transactions executed through electronic channels or with electronic payment instruments.
11. If a Client belonging to the enterprise or the municipality clientele requests also the option of transacting in branches other than the account keeping branch, HUF cash disbursements related to the designated payment account(s), transfers, authorizations for batch direct debit which result in subsequent debiting of payment accounts, as well as supplementary issuing of bank account statements may be initiated in any branch of OTP Bank Plc.
12. An authorization letter for a direct debit based on letter of authorisation may be submitted in any branch of OTP Bank Plc. The authorization letter is managed by the branch.
13. In addition to payment orders initiated in a paper-based format in the branches, verbally in person, payment orders may also be initiated through the payment initiation service providers, via post or through internet banking and mobile application service, as well as using bank cards, in accordance with the payment method and the agreement with the Clients.
14. The payment order may be withdrawn in writing until the execution begins. Standing orders, and credit transfer submitted by indicating a debit date may be withdrawn until the end of the day before the debit date or, if there is a possible lack of funds, on the relevant

day latest at the time when funds are provided. Any regular transfer order provided with the indication of the debit date may be modified on a value date only for the following execution date. The disposal submitted for withdrawal or modification shall be expressly designated as such. Any disposal for withdrawal or modification of a payment order shall only be accepted by OTP Bank Plc. in writing.

15. Execution, modification and withdrawal of orders submitted by the Client by electronic means, including also the payment initiation service provider, or by means of cash substitute payment instrument shall occur based on the regulations, Business Regulations, amendments, Public Announcements and Condition lists applicable to the respective electronic service or bank card.
16. The Client shall approve the payment order in writing, by signing the payment order or other document containing approval with the method as registered and submitting it to OTP Bank Plc., or by electronic means, or by means of a telecommunication device, electronic device or cash substitute payment instrument. In the latter case, any act or measure which qualifies as final submission of the payment order to OTP Bank Plc. based on the contractual conditions applicable to the respective electronic channel, telecommunication device, electronic device or cash substitute payment instrument (including Business Regulations, Integrated Help and User Manual) shall be considered as approval, irrespective of the name of the act or measure used in the contractual conditions.

## **VI.2. Rejection of payment orders**

1. OTP Bank Plc. will not execute the payment order if:
  - a) the total funds required for execution of the order, or partial coverage according to Chapter VI/3 is not available on the payment account at the moment / on the date of execution,
  - b) the limit set by the Account Holder for execution is lower than the amount in the payment order,
  - c) execution of the order is in violation of the law,
  - d) the data required to execute the order is incorrect or incomplete and there is no possibility of rectification, complementing,
  - e) in the case referred to in section 7 of Chapter VI.3, the sum of the partial coverage is less than the limit set out in the above Section.

OTP Bank Plc. shall not be held liable for any damages resulting from the non-execution of orders by OTP Bank Plc. due to the above.

2. In case of depositing cash in a branch, if the depositor is not authorized to dispose over the payment account and does not know the payment account number, OTP Bank Plc. shall refuse to execute the cash payment to the retail payment account.
3. After the final submission deadline specified in the Public Announcement on the procedure of execution of payment orders and transactions under payment services

(attached to these Business Regulations as Annex 1), any credit inter-bank domestic HUF transfer order submitted in a branch shall be deemed to be received on the next business day. It shall be executed on the next working day if, in addition to the content and form examination, the funds required for execution are available on the respective account at the moment of the transaction or as provided for Clause 7 of this Chapter. OTP Bank Plc. shall reject any orders which may not be executed (e.g., prohibition of debiting the account, lack of funds at the last cover verification) and shall inform the Client of the refusal by sending a reasoned letter.

4. Payment orders which are incorrectly or incompletely issued and submitted, and the incorrect provision of data may be recognized during the inspection of the order, shall be returned by the account keeping branch to the submitter without execution, or sent back to the Client, if the correction or complementing may not be solved shortly. OTP Bank Plc. shall not be liable for any consequences resulting from failing to execute the incorrect order.
5. If any signature on a paper-based payment order is different from the notified pattern (whether it is the signatory person or the signature/stamp appearance), the order is returned to the submitter by OTP Bank Plc. giving reasons.
6. In the case of retail Clients, OTP Bank Plc. shall attempt to contact the Account Holder prior to the execution of transfer orders equal to or exceeding 500,000 HUF and received by post, in order to confirm the transaction. If there is any doubt as to the execution of the order, OTP Bank Plc. may refuse to execute the transfer.
7. OTP Bank Plc. shall attempt to perform domestic HUF payment orders, not queued either under the law or the agreement made with the Client, in the order of acceptance as follows, except for the exceptions in this Chapter:
  - a) In case of credit transfer, regular order or credit transfer submitted by indicating a debit date: every hour, repeatedly, and at the end of the execution deadline of the day,
  - b) In case of direct debits and postal payment voicers, OTP Bank Plc. shall attempt execution at the end of the deadline for final submission on that day.

Cover verification shall always include all payment orders awaiting execution on that day.

Regardless of the payment orders pending due to lack of funds, the Client is free to dispose over the currently available balance of the payment account, except for collection orders, it may submit new orders to debit it, and the cover verification in that case shall take place according to the general rules.

OTP Bank Plc. shall reject payment orders for which the Client has not provided any funds at the last cover verification for the payment order in question.

An instant credit transfer may not be queued, but rejected in the lack of funds by OTP Bank Plc.

8. Unless otherwise agreed, OTP Bank Plc. shall refuse cash withdrawal orders initiated by the Client, if there is lack of funds necessary for execution at the moment of receipt, and shall return or send back the order unsuccessfully, referring to lack of funds on the account.
9. Unless otherwise agreed, OTP Bank Plc. shall - according to Clause 7 of Chapter VI/2 - reject collection orders based on authorization letter, if there is lack of funds necessary for execution at the moment of receipt, with respect to the lower limit specified in the authorization or in Chapter VI/3, referring to lack of funds on the account. If a direct debit based on letter of authorisation is submitted in excess of the maximum amount per order, OTP Bank Plc. shall refuse the order.
10. In the event of lack of funds, any term deposit associated with the payment account shall only be used by OTP Bank Plc. to execute the orders if a timely written assignment is given by the Account Holder to this effect. OTP Bank Plc. shall not be held liable for any damages resulting from the non-execution of orders due to lack of funds.
11. According to the agreement made with the Client, orders with a total or partial lack of funds at the end of the execution period of the respective day shall automatically be rejected by OTP Bank Plc. and is deleted at the same time.
12. In case of refusal, OTP Bank Plc. shall return the payment order to those who submitted it via the payment service provider and/or shall send a notification on the erasure of the items from the records.
13. Payment transactions and orders to the credit or debit of the payment account are rejected by OTP Bank Plc. in case of incorrect or non-existing account number and in case of a closed or terminated payment account, as well as in the case of payment transactions received for payment accounts disabled for crediting purposes. Payment transactions arriving to the credit of a payment account terminated by a retail Client shall already be rejected by OTP Bank Plc. during the notice period.
14. OTP Bank Plc. shall immediately refuse to execute the instant credit transfer order if, based on the data contained in the order, the time elapsed from the date of receipt of the payment order by the payment service provider of the paying party exceeds 20 seconds.
15. If the payment transaction is received in a currency in which a foreign exchange rate is not quoted by OTP Bank Plc., or among the domestic payment transactions a payment transaction is received for a Client who does not have a payment account, OTP Bank Plc. shall reject the payment transaction and return the received amount to the payer after deducting its costs.
16. Based on objectively justified and duly substantiated reasons related to unapproved or fraudulent access to the payment account by the payment service provider providing



account information service or the payment service provider providing the payment initiation service, including the initiation of an unapproved payment order, or the fraudulent initiation of a payment order, OTP Bank Plc. may refuse access to the payment account by the payment service provider providing the account information service or the payment service provider providing the payment initiation service. In such a case, as far as possible, before the refusal of access, but no later than immediately after the refusal of access, the Client is informed in the manner specified in the framework agreement of the refusal of access and the reasons therefore, unless providing information is not appropriate due to objectively justified security reasons or the fulfillment of the obligation to inform is prohibited by law.

### **VI.3. Execution, partial execution and queuing of payment orders**

1. When executing payment orders, OTP Bank Plc. always acts in compliance with the effective law on payment transactions.
2. With regard to the execution of individual payment orders, the provisions of the Public Announcement on the procedure of execution of payment orders and transactions under payment services (attached to these Business Regulations as Annex 1), as well as of the effective Public Announcements on electronic channels shall apply.
3. OTP Bank Plc. may involve a third party in executing the orders, if it deems necessary, according to the provisions of the General Business Regulations of OTP Bank Plc.
4. According to the provisions of the applicable law on payment transactions, the Client may specify the order in which the mandates are to be executed. According to the law on payment transactions, after the execution of authority transfer orders, transfer warrants and the debiting of the receivables of the bank, unless the Client explicitly provides otherwise, OTP Bank Plc. shall execute orders per submission channel, with respect to the final submission deadline on that day, in accordance with the order of arrival registered by it, up to the amount of the funds available.
5. When executing the orders, OTP Bank Plc. shall execute debit orders up to the amount of the cover which may technically be considered from the aggregate balance of the closing account balance on the previous day (including the amount of any overdraft facility available), plus the current day credits.
6. OTP Bank Plc. shall perform orders given by the Client only if the cover specified in the bank account agreement, this Business Regulations or in the Public Announcement for the relevant amount, immediate fees, costs, commissions is available to the Client or for the assignment. In case of a batch credit transfer order, another condition for execution is that OTP Bank Plc. receives the detailed file according to the agreement on batch transfer until the time specified in the public announcement for the order of execution and the appropriate funds are available on the technical accounts specified in the agreement within the time-limit specified for same-day execution in the public announcement for the

order of execution at the latest. Therefore, lack of funds is not an option for batch credit transfer orders.

7. If sufficient funds are not available on the payment account for execution of the orders submitted in HUF, OTP Bank Plc. shall make partial payment on authority transfer orders, transfer warrants, collection order based on authorization submitted for use of certificate of coverage, OTP loan collection orders, as well as for bills of exchange, and collection orders up to the amount of the funds available. While in respect of direct debit based on letter of authorisation it shall do so, if the amount of the partial cover reaches 10,000 HUF or the equivalent amount in foreign currency, or the minimum amount for partial payment specified in the authorization letter.
8. On any collection order based on authorization letter, which is queued according to the authorization letter or an agreement with the Client, OTP Bank Plc. shall not make a partial payment below 10,000 HUF or the equivalent amount in foreign currency or the lower limit specified in the authorization letter, unless the order is settled therewith.
9. In the execution of a collection order based on authorization letter, if conversion is required for the application of the minimum amount of the partial payment or of the upper limit per order, OTP Bank Plc. shall apply the exchange rates specified in the business line public announcements for the respective payment transaction.
10. On any credit transfer order, which is queued in a branch according to an agreement with the Client, OTP Bank Plc. shall not make a partial payment below HUF 10,000, unless the order is settled therewith. Such an agreement may not be concluded anew.
11. For any credit inter-bank domestic HUF transfer order submitted in a branch after the final submission deadline specified in the Public Announcement on the procedure of execution of payment orders and transactions under payment services (attached to these Business Regulations as Annex 1), and recorded in the account keeping system as deemed to be received on the next working day, automatic cover verification shall commence at 7:30 a.m. of the next working day. Domestic inter-bank HUF transfers initiated to the debit of a foreign currency account, submitted in a branch and recorded as deemed to be received on the next working day are executed by OTP Bank Plc. using the first FX buying rate valid on the date of the cover verification. Orders shall only be executed if, at the time of cover verification, the funds necessary to execute the order are available on the account, and the account is not subject to prohibition of debiting or other restrictions.
12. If the instant order or payment orders to be executed on a specified date (standing orders, transfer order with specified debit date, batch direct debit mandate) are only partially covered by funds available on the bank account, partial execution shall not occur.
13. In case of a standing order, the necessary funds shall be provided before closing of the previous working day, which also applies to orders due on a business day following a public holiday.

If the funds necessary for executing an intra-bank standing order were not available on the morning of the due date, OTP Bank Plc. shall automatically attempt execution again at the end of the day, irrespective of any transfer orders given by the client on that day.

In case of an inter-bank standing order, OTP Bank Plc. shall automatically attempt to execute the order at the beginning of the submission deadline, in case of lack of funds once per cycle, and at the end of the execution deadline of the respective day (twelve times a working day in total). If the funds necessary to execute the order are not available even after the cover verification(s), OTP Bank Plc. shall attempt to execute this order on the next due date or based on the disposal of the Account Holder, on the date specified by the Account Holder, or if it does not fall on a working day then on the next working day.

For a standing order for which the first execution date coincides with the initiation date, cover verification shall occur at the next cover verification time (in each hour for intra-bank orders, in the next cycle or last cycle on working days for inter-bank orders).

Standing orders falling on weekends or public holidays may be also executed on weekends and public holidays in the case of an intra-bank order, and inter-bank orders shall be executed on the next business day, depending on the operation of the InterGIRO2 platform.

14. In case of credit transfer submitted by indicating a debit date, the necessary funds shall be provided before closing of the previous business day, which also applies to orders due on a business day following a public holiday.

If the funds necessary for executing an intra-bank order were not available on the morning of the debit date, OTP Bank Plc. shall automatically attempt execution again at the end of the working day, irrespective of any transfer orders given by the client on that day.

In case of an inter-bank order, OTP Bank Plc. shall automatically attempt to execute the order at the beginning of the submission deadline, in case of lack of funds once per cycle, and at the end of the execution deadline of the respective day (twelve times a day in total). If the funds necessary to execute the order are not available even after the cover verification(s), OTP Bank Plc. shall delete the order at the end of the day. With respect to the above, by submitting the credit transfer order with a specified debit date, the Account Holder may also provide for an execution order different from the order of receipt.

15. If the Account Holder has a term deposit which is not segregated for a specific purpose, then any authority transfer order, transfer warrant and security measure may be enforced against the term deposit, regardless of whether the Account Holder has current account credit, has used its credit facility or whether the term deposit is collateral for the overdraft facility, given that in such cases the amount of the deposit is under free disposal of the Account Holder.
16. In the event of lack of funds, OTP Bank Plc. shall partially or completely queue the authority transfer order and the transfer warrant. In case of the queued authority transfer order or transfer warrant, OTP Bank Plc. shall make partial payment once a day in one

installment at the end of the day. During the queuing period, the Client may not make debit transactions on the payment accounts involved in the execution. Exceptions to this are amounts owned by natural persons (retail Clients or sole traders) which are exempt from enforcement based on the law.

The Client may dispose over the amount, which is exempt from enforcement, with the exceptions included in the following subparagraph, according to the general rules of disposal over the payment account (e.g., via debit card or electronic channels). OTP Bank Plc. shall provide the Client with the amount exempt from enforcement on the payment account for which the official transfer order and remittance summons has been queued.

#### Exceptions

The Client may only dispose over the amount exempt from enforcement in a branch on working days between 7:45 and 16:00, with respect to the opening hours of the branch, and the Client shall dispose over the orders submitted earlier during the period of queuing on a case-by-case basis, for the following types of accounts:

- a) foreign currency accounts,
- b) those HUF accounts to the debit of which a transfer order or inter-bank transfer order may not be submitted according to the respective bank account agreement or business regulations.

17. OTP Bank Plc. shall partially or completely queue all collection orders based on authorization received to the debit of the account of the Client for which no sufficient funds are available, after executing orders required to be queued and its own receivables, if the authorization letter for the execution of the direct debit order has been accepted with a queuing stipulation.
18. Orders to be kept pending as above are queued by OTP Bank Plc. until the necessary funds become available, however, up to maximum 35 days, or if the payment account is under termination, until the termination of payment account enters into force.
19. OTP Bank Plc. may charge a fee as per the provisions of the Public Announcements for keeping collection orders based on authorization pending, as well as for executing orders out of turn.
20. If the respective bank transaction need not be executed in the currency of the account, the execution shall occur using the current OTP foreign currency / foreign cash /check exchange rates, depending on the type of transaction as specified in the Public Announcements.
21. Payments received to the credit of the payment account and credit transactions received in the settlement process are executed by OTP Bank Plc. as defined in the Decree. The closing time for the completion of credits is contained in the Public Announcement on the procedure of execution of payment orders and transactions under payment services (attached to these Business Regulations as Annex 1).

22. If the Client specifies the data necessary for executing the order incorrectly, incompletely or late, OTP Bank Plc. shall not be held liable for damages arising therefrom, and the Client shall arrange to settle those. For payment orders received to the debit of the payment account of the Client, OTP Bank Plc. must verify whether the name and the payment account number of the payer match. Payment transactions received to the credit of a bank account are credited on the basis of the payment account number indicated in the order.
23. OTP Bank Plc. is entitled to correct any incorrect credit or debit due to its own mistake without any specific disposal by the Account Holder. It shall notify the Account Holder of the correction indicating the reason. No fees, commissions or other costs are charged on accounting corrections which are due to a mistake of OTP Bank Plc., or on accounting items due to bank technology reasons.
24. In the event of lack of funds, OTP Bank Plc. is entitled, in respect of credit or debit items based on its own mistake,
- a) to queue them preceding all other orders on the relevant HUF payment account,
  - b) to block certain HUF and all FX payment accounts for debiting, to suspend debit cards belonging to the payment account,
  - c) and to settle its receivables before any other payment orders from amounts credited to the payment account.

#### **VI.4. Certificate of coverage**

1. The Account Holder may request that the branch keeping its payment account should manage a specified amount separately for a specified period and keep it at the disposal of the beneficiary indicated in the certificate of coverage, and to make payments to the beneficiary from the separately managed amount under the conditions specified in the certificate of coverage.
2. OTP Bank Plc. shall issue a certificate of coverage under mandate from its Account Holder Client. In particular, the certificate of coverage includes the amount serving as collateral which is excluded from the free disposal of the Account Holder, the purpose of segregation, the designation of the beneficiary, the duration of the segregation of the collateral and the manner of its use.
3. The amount indicated in the certificate of coverage is managed separately by OTP Bank Plc. in a separate payment account opened for this purpose in the case of Clients belonging to the enterprise or municipality clientele, and by blocking the amount on the same payment accounts for retail Clients. The Client may also request the segregated amount to be managed as term deposit, subject to the terms and conditions of tie-up.
4. The paying party and the beneficiary must agree on the form of payment in connection with the certificate of coverage.

5. The special terms and conditions of the certificate of coverage are governed by provisions of the division business regulations and of the agreement between the Client and OTP Bank Plc.

## **VI.5. Recall**

1. In case of retrieval of amounts of incorrect credit transfers and cash payments resulting from the Account Holder's fault, OTP Bank Plc. shall act in a manner appropriate to the situation – in accordance with the provisions of the Ptf. and the Hpt. OTP Bank Plc. undertakes to forward a recall request according to the request of the Client but shall not be liable for its success or fulfillment. OTP Bank Plc. does not accept any recall requests initiated to the National Tax and Customs Administration (NAV), according to the Law of Taxation it can be initiated at the competent national tax authority based on the place of residence/headquarter. OTP Bank Plc. may charge for the recovery an extra fee or cost to the Account Holder requesting the recovery, according to the relevant public announcements.
2. A recall request may be initiated by the Client through the following channels:
  - a) in the bank branch network personally or by power of attorney,
  - b) in the form of internet mailbox message within the framework of OTPdirekt Internet, service,
  - c) by phone, through the OTPdirekt Telephone Administration Service (hereinafter referred to as "CC),
  - d) by mail (in a letter addressed to the account keeping branch).
3. In case of incorrect credit transfer, OTP Bank Plc may provide data about the name and address of the non-payment Account Holder or the name and the payment account number of the payment Account Holder for the payment service provider of the initiating party of the executed payment order or for the initiating party whose request was sent via his payment service provider or in case of intrabank credit transfer upon the explicit written request of the Account Holder initiating the recall request. OTP Bank Plc is not liable for the legal basis of the data request or the use of the data provided.
4. After the termination of the bank account contract, in connection with recall request, OTP Bank Plc undertakes only to provide information about the name and address of the non-payment Account Holder or the name and payment account number of the payment Account Holder included in the incorrect credit transfer
  - a) request information from payment service provider of the beneficiary or
  - b) supply data in case of intrabank incorrect transfer.

OTP Bank Plc does not provide any services related to recall requests – except for data supply in case of intrabank credit transfer – beyond 13 months after the termination of the bank account agreement.

## VII. PAYMENT METHODS

1. OTP Bank Plc. shall provide to its Clients, in accordance with the provisions of the effective law on payment transactions, the application of cash payment methods between bank accounts and associated therewith, namely:

a) payment methods between bank accounts:

### Transfer

- credit transfer,
- instant credit transfer,
- credit transfer submitted by indicating a debit date,
- standing order,
- recurring transfer,
- batch credit transfer,  
official transfer order and remittance summons.

### Collection

- direct debit based on letter of authorisation,
- bill of exchange collection,
- OTP loan collection order,
- batch direct debit,
- documentary collection,

Payment initiated by the paying party via the beneficiary (payment transaction by debit / credit card), and documentary credit (letter of credit).

b) cash payment methods associated with bank accounts, especially:

### Cash payment into payment account

- in a branch,
- in a post office,
- at an automatic teller machine (ATM),
- using a POS terminal.

### Cash disbursement from a payment account

- in a branch,
- by postal payment voucher,
- at an automatic teller machine (ATM),
- using a POS terminal.

## **VII.1. Transfers**

### **VII.1.1. Credit transfer**

By means of a payment order for transfer (transfer order), the Client orders OTP Bank Plc. to transfer (settle) a certain amount to the debit of its payment account and to the credit of the beneficiary's bank account.

Retail Clients may submit credit transfer orders in a branch by announcement (with written consent of the Client prior to execution), or in writing on the respective payment transaction form or in a disposal letter with the same data content, or through the payment initiation service provider.

Non-retail clients may submit credit transfer orders in a branch only in writing, on the respective payment transaction form or in a disposal letter with the same data content, or through the payment initiation service provider.

The credit transfer initiated in the bank branch can be executed in HUF or in any currency quoted by OTP Bank Plc. as determined by the Client, as well as an intra-bank or inter-bank transfer. Credit transfer orders are executed by OTP Bank Plc. with standard data content.

OTP Bank Plc. accepts credit domestic HUF transfer orders through the internet banking service or the OTPdirekt Electra Terminal or the payment initiation service provider with HCT C2B data content, if it is initiated in accordance with the specifications of the specific channel.

In the case of VIBER transfers, the items may only be launched if funds fully covering the order are - according to Clause 7 of Chapter VI.2 - available on the account at the time of debiting the payment account. A further condition for launching the VIBER transfer is the availability of funds covering the fee to be charged (the amount of which is included in the current Public Announcement), in addition to the amount to be transferred.

### **VII.1.2. Instant credit transfer**

The amount of instant credit transfer is credited to the account of the beneficiary's payment service provider within 5 seconds of service agreement.

OTP Bank Plc. has business day from 0:00 to 24:00 on every calendar day in order to perform the tasks assigned to it from the execution of the instant credit transfer orders, including the provision of debit or credit value dates of the amount of the payment transaction.

Instant credit transfer may be submitted instead of indicating the beneficiary's name and bank account number also by indicating a secondary account identifier.

Intrabank, forint single credit transfers initiated to the debit of a payment account in forint are settled on the instant payment settlement platform by OTP Bank Plc. without respect to the amount limit.



Single forint credit transfers of a maximum amount of 20 million forints initiated to the debit of a payment account in forint not including value date initiated by non-retail clients via OTPdirekt Electra Terminal in batch containing more items are settled on the instant payment settlement platform by OTP Bank Plc. in case the item number of the batch does not exceed the current item number specified by OTP Bank Plc. (which may be modified by OTP Bank Plc.).

### **VII.1.3. Credit transfer submitted by indicating a debit date**

A credit transfer may be submitted with the debit date specified.

In a credit transfer submitted by indicating a debit date by the Client, the debit date may be the date following the receipt of the payment order or later.

In contrast, credit transfer submitted by indicating a debit date given through electronic channels are otherwise handled according to the Business Regulations and the User Manual applicable to the respective channel.

Credit transfer submitted by indicating a debit date may also be placed through a payment initiation service provider.

The provisions of Chapter VI/3 apply to cover verification.

Credit transfer orders with a specified debit date, regardless of whether the payment order was submitted in a branch or via electronic channel, are executed through the InterGIRO2 platform in all cases. Credit transfer submitted by indicating a debit date date are executed by OTP Bank Plc. with standard data content.

### **VII.1.4. Standing order**

OTP Bank Plc. shall undertake and arrange the execution of a standing order in the amount and frequency specified by the Client (e.g., monthly, quarterly, semi-annually, annually, on specific days), to the debit of a HUF account, in HUF and in foreign currency for intra-bank transfers, and in HUF for interbank transfers. Standing orders may be submitted in a branch (by announcements for retail clients, in a written disposal for Clients belonging to the enterprise or municipality clientele) or through the OTPdirekt electronic services and the payment initiation service provider.

The provisions of Chapter VI.3 apply to cover verification.

Interbank HUF standing orders, regardless of whether the payment order was submitted in a branch or via electronic channel, are executed through the InterGIRO2 platform in all cases. Standing orders are executed by OTP Bank Plc. with standard data content.

### **VII.1.5. Recurring transfer**

The savings standing order is a standing order which can be initiated by retail customers.

- a) between the customer's own payment accounts and designated savings accounts within the bank,
- b) to the debit of HUF payment account,
- c) for a specified amount,
- d) by indicating a daily, weekly, monthly debit date,
- e) with normal data content,
- f) via MobilBank and InternetBank.

OTP Bank Plc. executes savings standing orders on the debit day after 4:00 p.m. with an one-time check of the availability of funds required for the execution.

OTP Bank Plc. has business day from 0:00 to 24:00 on every calendar day in order to perform the tasks assigned to it from the execution of the savings standing orders, including the provision of debit or credit value dates of the amount of the payment transaction.

### **VII.1.6. Batch credit transfer**

In the case of batch credit transfer, on the basis of an agreement concluded with OTP Bank Plc., the Account Holder may submit in a batch, in group form such transfer orders which have the same legal title, but the beneficiaries are different persons, in the place and in the manner as defined in the agreement.

The data file may be submitted through the online interface used for electronic data transmission (OTPdirekt Electra Terminal or the group client software operated under OTPdirekt Electra Terminal).

Interbank HUF batch credit transfers submitted to the debit of a HUF account are executed on the InterGIRO2 platform.

The provisions of Clause 4 b) of Chapter VI are applicable to batch credit transfer orders.

OTP Bank Plc. shall provide detailed information on the execution of orders given under the batch credit transfer to the paying party Account Holder in the form of daily and final group reports in accordance with the rules of operation of the group payment system.

### **VII.1.7. Official transfer order and remittance summons**

OTP Bank Plc. shall act in accordance with the provisions of the Payment Services Act and the Decree in order to fulfill cash claim in judicial, administrative, tax enforcement and other procedures, upon initiation by any party authorized to issue an official transfer order or to adopt a remittance summons.

If the Client entitled to issue an official transfer order submits its payment order in the bank branch keeping its current bank account in a paper based format, or initiates the official transfer through the OTPdirekt Electra Terminal, then OTP Bank Plc. shall perform the receipt of those according to the Public Announcement on the procedure of execution of payment orders and transactions under payment services (attached to these Business Regulations as Annex 1), as well as according to Public Announcement on OTPdirekt services provided for commercial banking Clients. Upon receipt of an order complying with the requirements of the Decree, actions are taken to transmit the data content of the payment order.

If the payment account of the paying party is also kept by OTP Bank Plc., the official transfer order is managed according to the execution time as specified in the Public Announcement on the procedure of execution of payment orders and transactions under payment services (attached to these Business Regulations as Annex 1). If the bank account of the paying party is also kept by another payment service provider, then the official transfer order received from the Client on the current day is transmitted through the InterGIRO1 platform on the current day.

If another payment service provider submits an official transfer order initiated at it to OTP Bank Plc., or a person or organisation designated as beneficiary in an official transfer order submits the official transfer order directly to OTP Bank Plc., the official transfer order is accepted by OTP Bank Plc. according to the Public Announcement on the procedure of execution of payment orders and transactions under payment services (attached to these Business Regulations as Annex 1), and is executed and managed in accordance with the respective provisions of the Decree.

The initiation of an interbank official transfer, as well as the execution of an interbank official transfer and the transfer based on a remittance summons shall occur through the InterGIRO1 platform in all cases.

In the case of queued official transfers and a remittance summons, OTP Bank Plc. shall make partial payment once a day in one amount.

With respect to the remittance summons submitted to it, OTP Bank Plc. shall follow the procedure as specified in the provisions of the Payment Services Act, the Decree and the Enforcement Act.

OTP Bank Plc. shall not execute any official transfer orders or remittance summons received for payment accounts of retail Clients and sole entrepreneur Clients against the credit line related to the payment accounts and for the debit of the execution free amount, it will only be executed in case the Customer provides a written provision for this, regarding the particular official transfer order or remittance summon.

When executing official transfer orders or remittance summons, the Client's sole entrepreneurial and retail bank account may also be included in the extension in the case of an order received at the debit of the other payment account.

## **VII.2.Direct debits**

Direct debits, other than OTP loan collection orders are executed through the InterGIRO1 platform in all cases.

### **VII.2.1. Direct debit based on letter of authorisation**

In the authorization letter the paying party as Account Holder Client, in the manner notified to OTP Bank Plc., shall allow the beneficiary to submit a collection order, and shall allow OTP Bank Plc. to execute the collection according to its authorization letter. OTP Bank Plc. shall not accept an authorization letter for any payment account which has been segregated for a specific purpose and excluded from the free disposal of the Client, except for use in compliance with the purpose of the segregated amount. OTP Bank Plc. shall not admit an authorization letter for an account for which the execution of direct debit orders based on authorization letter is excluded by a contractual provision.

For its Clients, OTP Bank Plc. shall accept the standard form specified in the Decree or an authorization letter identical with the contents thereof, except for examining the frequency of submission.

If the authorization letter contains a stipulation that any document is to be attached, then upon execution of a direct debit order based on an authorization letter OTP Bank Plc. shall only examine whether or not the document precisely defined in the authorization letter has been attached.

The execution of the collection based on authorization letter, and the performance of partial payment are subject to Chapter VI/3.

In the case of multi-owner payment accounts, if the account ownership relationship of the Account Owner being submitted the letter of authorization was terminated and does not withdraw his authorization before the termination of the legal relationship, then OTP Bank Plc. executes the direct debit based on letter of authorization up to the account balance – under unchanged conditions.

In case the bank account agreement is terminated, if the consent of the beneficiary is necessary for authorization withdrawal, then OTP Bank Plc. shall notify the beneficiary of the termination of the authorization via the payment service provider.

OTP Bank Plc. may notify its Clients of the direct debit order received prior to its execution, while it shall comply with its subsequent notification obligation via bank account statement.

### **VII.2.2. Batch direct debit**

In the framework of bath direct debit the beneficiary (service provider), based on authorization granted by its Clients and pursuant to an agreement with its account keeping payment service provider, shall submit grouped in a batch such collection orders which are initiated in HUF to

the debit of HUF payment accounts, have identical legal title, are to the debit of the payment accounts/payment accounts of different paying parties, and have a specified debit date.

Beneficiary Clients belonging in the enterprise or municipality clientele may submit batch direct debit mandates in the place, manner and at the frequency (submission deadline) specified in the agreement concluded with OTP Bank Plc., at least five working days before the debit date indicated on the collection order.

The data file may be submitted through the online interface used for electronic data transmission (OTPdirekt Electra Terminal or the group client software operated under OTPdirekt Electra Terminal).

With an authorization for batch direct debit mandate, the Account Holder empowers OTP Bank Plc. to regularly debit its payment account with fees disclosed by the service provider designated in the authorization, as specified in the authorization.

If the person or identification data of the beneficiary designated in the authorization for the batch direct debit mandate or the identification data of the consumers contracting with the beneficiary (hereinafter collectively: data) is changed due to a legal succession or a transfer of agreement portfolio (hereinafter collectively: legal succession), the modification of the data recorded in the authorization may be performed according to the provisions of the Payment Services Act, without the consent of the Account Holder.

OTP Bank Plc. shall execute the batch direct debit mandate based on disclosure of the fees by the service provider, in accordance with its invoicing procedures, on the specified debit date. OTP Bank Plc. shall not investigate the underlying legal relationship between the Account Holder and the service provider. Authorization for a batch direct debit mandate may be granted in the branches of OTP Bank Plc., through the OTPdirekt telephone administrator, internet and Electra Terminal service, or at the service provider. Authorizations granted at the service provider are forwarded by the service provider to OTP Bank Plc.

Authorization for a batch direct debit mandate is valid until revoked or until the specified date. Authorizations for which no collection order has been received for eighteen months may be deleted by OTP Bank Plc.

The Account Holder may designate an upper execution limit (limit) for the batch direct debit mandate. OTP Bank Plc. shall not execute any order which exceeds the limit, even if sufficient funds are available on the account. The Account Holder is responsible for settling any payment obligation due to the refusal of the order with the service provider. If OTPdirekt Collection Control service is linked to the batch direct debit mandate, the Account Holder may approve or reject the amount of collections per collection in SMS, regardless of the limit amount.

If the Account Holder indicates the upper execution limit in the authorization for batch direct debit mandate, OTP Bank Plc. shall only notify the beneficiary service provider of the amount with the approval of the Account Holder. In the case of authorizations received by OTP Bank Plc. where the Account Holder has specified the upper execution limit, but no information is

available regarding the consent for notifying the service provider, OTP Bank Plc. does not inform the service provider of its amount, considering this as lack of consent.

If the service provider refuses the authorization for batch direct debit mandate submitted to OTP Bank Plc., OTP Bank Plc. shall inform the Account Holder thereof.

The Account Holder may block the execution of a batch direct debit mandate in the framework of the Collection Control Service, in accordance with the applicable rules thereof. The Bank shall not investigate the reasonableness and legitimacy of the blocking.

### **VII.2.3. OTP loan collection order**

With the OTP loan collection order, the Beneficiary belonging to the OTP Group instructs OTP Bank to collect a specified amount for the benefit of its payment account and to the debit of the Paying party's payment account – based on the Paying party's prior approval. The upper limit of performance is not determined per collection order. In the event of a lack of fund, the Beneficiary is entitled to attempt to collect the amount due on a daily basis. Partial payment may be made in case of lack of funds. The authorisation may be withdrawn only with the Beneficiary's written consent.

### **VII.2.4. Bill of exchange collection**

OTP Bank Plc. shall accept a direct debit order received for a bill of exchange collection to the debit of the account of the Client, if the original copy of the bill of exchange attached to the payment order has been properly filled in and signed by the Client. OTP Bank Plc. shall also examine the signature of the payer on the bill of exchange. For a Retail Client, this means the signature of the Account Holder as registered with OTP Bank Plc., for a legal entity or other organisation, this means signing in a representative mode, which must also match the signature pattern notified for disposal over the payment account. In the case of collection of a bill of exchange the bill of exchange qualifies as the authorization for performance of collection of the direct debor.

If funds necessary to execute the direct debit order received on the Account Holder's account are not available or not fully available, OTP Bank Plc. shall act in accordance with the provisions of legal regulations applicable to bills of exchange.

### **VII.2.5. Documentary collection**

Documentary collection is available to non-retail Clients. The relevant provisions are contained in subchapter VII.8.5.4, the Section entitled "Plain and documentary collection subject to URC".

### **VII.3. Payment initiated by the paying party via the beneficiary**

1. With respect to payment transactions by debit or credit card, OTP Bank Plc. shall act in accordance with the provisions of its Business Regulations, Public Announcements and Conditions lists applicable to bank cards and credit cards.

### **VII.4. Domestic HUF letter of credit (documentary credit)**

1. In domestic relations, a HUF letter of credit opening order is accepted by OTP Bank Plc. for 50,000 HUF and above for retail clients, for 100,000 HUF and above for clients belonging to the enterprise clientele and public service clients, and for 50,000 HUF and above for municipality clients.
2. The detailed provisions applicable uniformly to domestic HUF and international letters of credit are contained Chapter VII.8.

### **VII.5. Cash payment into payment account**

1. OTP Bank Plc. shall allow cash payment to the bank account with a current account in a branch with deposit sheet (HUF/foreign cash) or by announcement, by signing the cash voucher (HUF/foreign cash) for its Clients and for the clients/partners of the Account Holder. The cash deposit form and the cash voucher shall contain the name and bank account number of the beneficiary Account Holder. The name of the payer shall appear on the cash deposit form, or for deposit by announcement on the cash voucher.
2. In a post office, cash deposit in HUF to the credit of the bank account may be made with a cash transfer order.
3. In addition to the above, HUF cash payments can be initiated or executed by debit card at ATMs operated by OTP Bank Plc. in Hungary, and by using POS terminals located in the branches and post offices, in accordance with the provisions of the Business Regulations and Public Announcements – including also the announcement on cash deposit at ATMs to an account other than the card account behind the card used for payment – applicable to debit cards and credit cards.
4. If the person other than the Account Holder Client wishes to make a payment on a foreign currency account, it can only be deposited into an account denominated in such foreign currency which is already opened by the Account Holder.

### **VII.6. Cash disbursement from a payment account**

1. Cash disbursement from a payment account in the branches of OTP Bank Plc. may be performed by cash transfer voucher (HUF) or cash disbursement sheet (HUF/foreign cash) from the payment accounts of clients belonging to the enterprise or municipality

clientele. For retail clients, cash disbursement either personally or with power of attorney is also possible by signing the cash voucher (HUF/foreign cash), by announcement, after identification (which may also be performed by bank card).

2. The cash voucher booklet being already at the customers' can still be used for cash withdrawals.
3. OTP Bank Plc. shall provide enterprise and municipality Clients with free-of-charge cash withdrawal sheet for cash withdrawal in branches.
4. The cash transfer voucher booklet for cash payment and the cash disbursement sheet may be presented for payment within eight calendar days after issuance. The date of issue does not count towards the deadline. If the last day of the deadline is not a working day, the deadline shall expire on the next working day.
5. In addition to the above, for its Clients having debit or credit card, OTP Bank Plc. shall allow cash withdrawal at automatic teller machines (in HUF and EUR in Hungary, and in the domestic currency of the respective country, if abroad), and cash withdrawal to the debit of the payment account in OTP Bank branches, at other payment service providers or in post offices, and at other agreement service providers in HUF through POS terminals, in accordance with the provisions of the Business Regulations and Public Announcements and Condition lists applicable to bank cards.

#### **VII.7. Cash disbursement by postal payment voucher**

1. The Account Holder may provide that it wishes OTP Bank Plc. to have a certain amount paid by post to the recipient(s) to the debit of its payment account.

The Account Holder may initiate the cash payment transaction order with a postal payment voucher as an credit or standing payment order. The transaction may be initiated in the bank branches and through the OTPdirekt electronic channels, under the terms and conditions specified for electronic channels.

#### **VII.8. International payments**

##### **VII.8.1. General rules**

1. OTP Bank Plc. shall consider to be international payments such inter-bank payments which are denominated in foreign currency in domestic and foreign relations or denominated in HUF in foreign relations.
2. OTP Bank Plc. shall undertake the execution of international payments in the currencies for which foreign currency exchange rates are quoted by it and shall undertake the execution of check transactions in the currencies for which check exchange rates are quoted by it.



3. OTP Bank Plc. undertakes to execute the following payment transactions for and on behalf of its clients, which are customary in international practice, with or without bank history, under the conditions to be determined later:
  - a) transfer (simple payment),
  - b) check transactions (issuing and redeeming foreign currency check),
  - c) letter of credit (documentary credit),
  - d) plain and documentary collection subject to URC<sup>1</sup>.
4. The detailed description of the types of transactions which are distinguished within the scope of the above payment transactions is contained in Annex 1 to these business regulations and the effective public announcements.
5. International payment settlement rules apply, mutatis mutandis, to settlements due to foreign currency and international HUF guarantees.
6. International payments are processed centrally.
7. International payment transactions are performed through intermediary banks or direct clearing and/or clearing house relations (hereinafter collectively and uniformly: "settlement channels").
8. OTP Bank Plc. shall select the settlement channel used for execution at its own discretion, according to the contents and nature of the transaction. Specifically, OTP Bank Plc. shall reserve the right to execute an order in SEPA if it was initiated in EUR currency, with normal priority, to the SEPA zone, without marking a claim for SWIFT copy, even if the order does not specifically refer to SEPA transfer.
9. Transactions cleared or executed in international relations may also be governed by the statutory requirements of the countries involved in the settlement, as well as other rules, customs and standards may also be applicable, in addition to the effective law of Hungary.
10. The settlement of international payments against HUF accounts shall take place at the currently valid exchange rate quoted by OTP Bank Plc. General rules for the assignment of exchange rates are set out in Appendix 1 to these business regulations.
11. Exchange rate application rules relating to transactions settled with conversions between foreign currencies are included in the public announcement on the type of account involved in the settlement.
12. General rules for the scheduling of the execution of orders are set out in Appendix 1 to these business regulations.
13. The execution deadlines specified are those in the normal course of business; in the case of transactions which require a non-standard procedure, the provisions in the eventual

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<sup>1</sup> Uniform Rules for Collections, issued by the International Chamber of Commerce, as applicable

separate agreement or in the point "Liability rules" shall apply.

14. Unless provided or agreed otherwise, OTP Bank Plc. charges commissions related to international payments in the currency of the transaction. The calculation of the commission amount occurs according to the exchange rate application rules relating to the transaction, taking into account the rounding rules applicable to the currency of the transaction, typically rounded to two decimal places. As a result of the rounding, the commissions actually charged may differ from the fee items published or agreed.
15. Unless agreed otherwise, in addition to its own commissions published, OTP Bank Plc. may recharge to its Clients any third-party bank commissions or other costs (courier service, mail, bank correspondence, etc.) incurred, including third-party bank commissions charged for payment transactions which could not be executed.
16. If the transfer is not completed by the payment service provider of the beneficiary due to incorrect and/or incomplete order data, OTP Bank Plc. reserves the right to order the payment service provider of the beneficiary to return the transferred amount.

#### **VII.8.2. Liability rules**

1. OTP Bank Plc. shall only execute such transactions which are in compliance with its business policy and the relevant legal regulations, reserving the right to suspend or reject the performance of any transaction which is incompatible with any of them at any stage of processing.
2. OTP Bank Plc. reserves the right to require the prior presentation of the agreement or other documentation relating to the underlying transaction as a prerequisite for the execution of documentary payment transactions.
3. If during central processing, any deficiency or discrepancy is detected in the data or information provided regarding the transaction to be performed, OTP Bank Plc. may suspend or reject processing of the transaction.
4. OTP Bank Plc. reserves the right to suspend the processing of any international payment received to the benefit of its Client until crediting of the coverage of the transaction on its own payment account is verified, and to withdraw any payment which was settled to the credit of the client payment account without prior verification of crediting of the coverage, but later proved to be lacking coverage.
5. When processing international payments, OTP Bank Plc. shall compare the full range of transaction data to effective financial and other restrictions (sanctions) imposed by law on certain countries, payment service providers, persons and other entities as required by law or as deemed to be justified by OTP Bank Plc., as well as to other records kept by it under its own jurisdiction, including but not limited to attempted abuses, based on which it may suspend or reject the processing or execution of transactions.

6. OTP Bank Plc. may not be held liable for any delays or damages arising from the above, or from any measure taken by an authority and/or payment service provider of any country involved in the execution or settlement process of international payments, based on the law or on any other business rules equivalent with the above or otherwise.
7. In connection with international payments, OTP Bank Plc. shall not undertake any obligation beyond the scope of the underlying transaction for or in favor of any third-party payment service provider.

### **VII.8.3. Acceptance, execution and settlement of orders**

1. Simple payment orders may be submitted on paper, through the OTPdirekt internet, telephone administrator or Electra Terminal service, as well as the payment service provider providing payment initiation service; documentary transactions and foreign currency check issuance may be initiated in a paper-based order.
2. With the exception of SEPA<sup>2</sup> transfers, where a simple payment transaction must be settled in relation to a country where the IBAN (International Bank Account Number) is used for the identification of client accounts and/or the BIC (SWIFT identifier) is used for the identification of banks, particularly in the countries of the European Economic Area, the order must include these identifiers. If any of the identifiers referred to is incorrect or missing, OTP Bank Plc. is entitled to charge a surcharge applicable to orders inadequate for automated processing, as published in the effective public announcement, or, if the assignment of the identifiers necessary for execution is not possible during the processing, it is entitled to reject the order.
3. SEPA transfers are executed based on the IBAN (international bank account number) of the beneficiary.
4. An application for modification or revocation (deletion) of an order may be submitted in writing, in accordance with the rules on submitting paper-based orders and observing the liability rules applicable to revocation in the case of orders which have already been processed or executed.
5. Upon receipt of international simple payment orders initiated to the debit of payment accounts kept by it, OTP Bank Plc. shall reserve as cover the amount of the transaction and the amount of the fee published in the relevant public announcement for normal or urgent transfers in accordance with the nature of the transaction, and (if the payment is initiated in a currency other than the currency of the payment account) 0.5% exchange rate risk provision.
6. Upon receipt of documentary collection orders, the amount of the transaction, and (if the payment is initiated in a currency other than the currency of the account) OTP Bank Plc. reserves 1% exchange rate risk provision as cover.

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<sup>2</sup> Single Euro Payments Area

7. In the case of orders filed in a paper-based format in a branch, OTP Bank Plc. may, by special agreement, apply blocking rules which are different from the general rules and are more favorable for its Client.
8. In the case of an order for issuing a letter of credit, unless otherwise agreed, the party submitting the order shall provide cover for the entire amount of the letter of credit, which is managed by OTP Bank Plc. on a separate letter of credit collateral account, which is not under free disposal of the Client. If the currency of the letter of credit and the currency of the collateral is different, the bank is entitled to segregate an exchange rate risk provision determined at its own discretion, but at least 5%, depending on the expected due date of the payment obligations due to the letter of credit.
9. OTP Bank Plc. shall not undertake further collateral verification during the processing after verification and blocking or segregating of cover carried out upon receipt of an international payment order (including orders received without cover verification and/or blocking or segregation), thus the payment order will also be executed if there is lack of funds for any reasons when the order is debited to the payment account.

#### **VII.8.4. Incoming credit items**

1. OTP Bank Plc. shall credit international simple payment transactions received for the benefit of its Client to the account identified by the IBAN or bank account number specified in the transaction data.
2. OTP Bank Plc. may also credit the amount received for the benefit its Client if the IBAN or the bank account number is completely or partially missing, if it can ensure matching of the unique identifier, based on the data disclosed regarding the payment account, without rejecting the payment transaction.
3. Other international payment transactions are credited on the account identified by the IBAN or bank account number specified in advance in the transaction-related documents, or specified in the payment instructions provided by the beneficiary upon using the service.
4. Based on a separate agreement with the paying party and/or its payment service provider, OTP Bank Plc. may make available the amount of the international payment to the beneficiary in a manner different from the general rules of procedure contained in these business regulations and the conditions published in the public announcements.

## **VII.8.5. Special rules for each transaction type**

### VII.8.5.1. Transfer (simple payment)

1. Any acknowledgement regarding the receipt or recording (via an electronic channel) of an order, and feedback regarding a successful transaction shall solely certify the admittance and receipt of the order, and not the execution of the order. Execution - or eventual refusal - of the order may be verified in the account history or account statement.
2. Transfers within the European Economic Area are executed and settled using a shared cost option.
3. OTP Bank Plc. undertakes to execute an international transfer order in HUF currency only if the transfer is directed abroad and the beneficiary's bank has the appropriate HUF account connection. Otherwise, the order is rejected.
4. If a request for SWIFT notification (SWIFT message copy) is submitted in the order, then OTP Bank Plc. shall send the notification by telefax to the fax number (domestic only) specified in the order, or in the absence of such, to the branch keeping the account to be debited when the order is executed.
5. SWIFT copy is not available for EUR transfers.
6. OTP Bank Plc. shall assume no liability for the scheduling of sending a SWIFT copy.

### VII.8.5.2. Check transactions

1. OTP Bank Plc. undertakes to issue a foreign currency check upon the request of its Account Holder Clients in foreign currency, only for the benefit of a beneficiary designated in advance and in an amount specified in advance.

### VII.8.5.3. Letter of credit (documentary credit)

1. The letter of credit is the commitment of the opening bank upon the request and instruction of its Client (principal, importer, buyer) to pay the beneficiary (exporter, seller) immediately or at a later date when filing specific documents in time.
2. OTP Bank Plc. undertakes to open a letter of credit upon the request of its Client and to manage the letter of credit received for the benefit of the Client.
3. During the execution of letter of credit transactions, OTP Bank Plc. is entitled to use an intermediary bank, which it may choose at its own discretion, according to the content and nature of the transaction. Any costs and commissions incurred in relation to using an intermediary bank are borne by the Client.

4. Servicing of letter of credit transactions is undertaken by OTP Bank Plc. based on the Hungarian law and the effective "The Uniform Customs and Practice for Documentary Credits" (UCP) issued by the International Chamber of Commerce, even if they are not stipulated by the party giving the order.
5. The Clients of OTP Bank Plc. Clients may submit an order to issue an import or domestic letter of credit by filling in the form "Open letter of credit (import)" and signing it in the manner as registered for the disposal over the payment account and providing the necessary cover at the same time. If justified, if the order for opening the letter of credit contains such other terms and detailed documentary requirements which do not fit into the cells of the form, OTP Bank Plc. shall accept a supplement attached to the form in letter format, if it is referred to in the text of the order.
6. Modification of the letter of credit may be initiated by a written order.
7. OTP Bank Plc. shall issue letters of credit in Hungarian or English language.
8. OTP Bank Plc. shall open the letter of credit within 5 working days after all the conditions required to open the letter of credit have been fulfilled.
9. OTP Bank Plc. shall provide a draft letter of credit upon specific request and for a commission, only after providing a complete order for opening a letter of credit and providing the cover.
10. OTP Bank Plc. shall examine the documents submitted to it under the letter of credit in accordance with the UCP regulations, only on the basis of their appearance, and shall not assume any liability for the authenticity and genuineness of the documents.
11. The letter of credit is opened upon order by the Client and with the Client as costs bearer, but in the own name of OTP Bank Plc. Under a letter of credit opened by it, OTP Bank Plc. shall make a payment without the consent of the ordering Client, if under the letter of credit such documents are submitted which comply with the requirements of the letter of credit in all respects.
12. If the documents submitted to OTP Bank Plc. under the letter of credit opened by it do not comply with the requirements set out in the letter of credit, OTP Bank Plc. shall notify the ordering Client immediately after the examination of the documents and shall simultaneously provide copies of the non-compliant documents. OTP Bank Plc. shall make payment based on documents which do not comply with the requirements of the letter of credit based on a written authorization by the Client signed in the manner as registered for the disposal over the payment account.
13. Under the letter of credit, the commercial documents received by OTP Bank Plc. are delivered to the principal when all the bank receivables which became due against the principal relating to the transaction have been settled.

14. OTP Bank Plc. shall not undertake to carry out any activity related to the goods covered by the letter of credit. If the goods are dispatched to the order of or address of OTP Bank Plc., any costs incurred by OTP Bank Plc. in relation to this are borne by the principal for the letter of credit.
15. The terms and conditions for issuing a goods release document for goods dispatched to the order of or address of OTP Bank Plc. are identical with those for the delivery of commercial documents related to the respective transaction.
16. OTP Bank Plc. shall notify the beneficiary of the letter of credit received for the benefit of its Client, reserving the right that, if it discovers inaccuracies and/or inconsistencies in the letter of credit, it may suspend notification or refuse notification until those are clarified with the opening bank, of which it informs the opening bank.
17. For a letter of credit received for the benefit of its Client, OTP Bank Plc. may act as confirming bank upon the request of the opening bank, based on its own decision and individual agreement.
18. When using a letter of credit for the benefit of its Client, OTP Bank Plc. shall proceed as follows:
  - a) If the document inspection bank indicated in the letter of credit is OTP Bank Plc., the documents sent to it by the beneficiary along with a document submission letter are examined by OTP Bank Plc. Documents which comply with the requirements of the letter of credit in all respects are forwarded by it to the bank opening the letter of credit. In the event of a document non-compliance, it shall notify the Client and shall proceed according to the further instructions of the Client.
  - b) If the document inspection bank indicated in the letter of credit is not OTP Bank Plc., then OTP Bank Plc. reserves the right to forward the documents to the opening bank without prior inspection.
19. For the forwarding of original documents, OTP Bank Plc. may use a courier service, the expense of which may be recharged by OTP Bank Plc. to the payment account of the beneficiary.
20. OTP Bank Plc. shall credit the payment received under a letter of credit for the benefit of its Client on the payment account specified by the Client in the document submission letter.

#### VII.8.5.4. Plain and documentary collection subject to URC.

1. The collection initiated under the URC (hereinafter referred to collectively as "documentary collection") is a payment method in which the beneficiary directly or through their bank instructs the bank of the obligor (addressee, paying party) to collect the consideration for the submitted commercial documents and/or bill of exchange from the obligor (addressee, paying party). The collection instructions also specify whether the documents may be delivered to the buyer against payment or acceptance of the bill of exchange.

2. Servicing of documentary collection transactions is undertaken by OTP Bank Plc. based on the Hungarian law and the effective "The Uniform Rules for Collections" (URC) issued by the International Chamber of Commerce, even if they are not stipulated by the party giving the order.
3. Accordingly, OTP Bank Plc. shall examine the documents submitted to it under the documentary collection in accordance with the URC regulations and shall not assume any liability for the authenticity and genuineness of the documents.
4. On the basis of a written order from its own Client, OTP Bank Plc. undertakes to forward documents for collection purposes and to credit the incoming consideration on the payment account specified by the Client. For the forwarding of original documents, OTP Bank Plc. may use a courier service, the expense of which may be recharged by OTP Bank Plc. to the payment account of the Client.
5. In the case of documentary collection orders received by OTP Bank Plc. to the debit of its own Clients, it shall act as a collecting bank according to the mandate by the sending bank. The obligor (addressee, paying party) Client is notified of the receipt of the documentary collection order by simultaneously sending photocopies of the documents attached to the collection order and shall proceed according to the instructions of the Client regarding the execution of the payment.
6. OTP Bank Plc. shall not undertake to carry out any activity related to the goods covered by the documentary collection. If the goods are dispatched to the order of or address of OTP Bank Plc., OTP Bank Plc. reserves the right to recharge any costs incurred by OTP Bank in relation to this to its Client.
7. The terms and conditions for issuing a goods release document for goods dispatched to the order of or address of OTP Bank Plc. are identical with those for the delivery of commercial documents related to the respective transaction.
8. OTP Bank Plc. shall make available to its Client the original documents attached to the collection order only after the document delivery requirements specified in the collection order are completely fulfilled all the bank receivables which became due relating to the transaction have been settled.

## **VIII. MODIFICATION AND TERMINATION OF THE BANK ACCOUNT AGREEMENT**

### **VIII.1. Modification of the bank account agreement**

1. The Client and OTP Bank Plc. may modify and amend the bank account agreement with mutual consent.



2. The modification of the bank account agreement may also be initiated by OTP Bank Plc. unilaterally through the Business Regulations or Public Announcements, subject to the conditions for unilateral modification stipulated in them.
3. OTP Bank Plc. may modify the interest rate or exchange rate immediately if the changes are based on a reference interest rate or reference exchange rate. For the application of reference interest rates, provisions are contained in the Division Business Regulations, while for the application of reference exchange rate, provisions are contained in these Business Regulations and in the relevant business line Public Announcements.
4. If the Client does not accept the modification of the bank account agreement initiated by OTP Bank Plc., it may terminate the agreement with immediate effect, free of charge, latest by the day preceding the effective date of the change.
5. Latest by the day preceding the effective date of the bank account con modification, retail, micro and small business Clients may terminate the agreement immediately and free of fee, cost or other payment obligation.

## **VIII.2. Termination of the bank account agreement**

1. The exhaustion of receivables on the payment account shall not cause the bank account agreement to terminate.
2. If the payment account/segregated payment account contains funds (e.g., caution) which was withdrawn from the free disposal of the Account Holder, the payment account and the associated charging payment account may only be terminated after cancellation of the segregation, with respect to the deadlines applicable to termination.
3. The bank account agreement is for an indefinite period, both the Client and OTP Bank Plc. may terminate it with a unilateral written declaration to the other party without giving reasons.
4. In case of termination by the Client, the notice period is 30 days or, in the case of mutual agreement, it may be shorter. For Municipality Clients, the termination of the payment account shall take effect on the first day of the month.
5. If the Customer has an active consolidated securities account agreement linked to the payment account, in case of termination of the bank account agreement by the Customer, OTP Bank Plc. shall link the securities account to another payment account of the Customer. In the absence of another payment account, the securities account shall be held in safe custody by OTP Bank Plc.
6. OTP Bank Plc. may terminate any effective bank account agreement of retail, as well as micro and small enterprise Clients with a notice period of two months (for which the deadline shall expire on the day with the same number as the starting date, or if that day is missing in the month of expiry, on the last day of the month), of medium and large

enterprise Clients as well as of Clients of the municipality clientele with a notice period of 30 days, provided that none of the circumstances provided for in Clause 7 of this Chapter prevail.

7. OTP Bank Plc. may terminate the bank account agreement with immediate effect and may terminate the payment account if the client has seriously or repeatedly violated any of its obligations under the bank account agreement, or under any agreement relating to the use of services which may be provided based on the bank account agreement. In particular, the parties consider the following cases to be a serious breach of agreement:
  - a) the Client fails to comply with any of its payment or other obligations arising from the bank account agreement or from any agreement relating to the use of services which may be provided based on the bank account agreement, or fails to pay its outstanding and unpaid debt, despite a written notice,
  - b) the Client uses the respective service in an unsuitable manner,
  - c) the Client violates the copyright for the software,
  - d) the Client attempts to circumvent the security or encryption system of the respective service,
  - e) the Client fails to provide the necessary and required conditions for using the respective service,
  - f) after the conclusion of the agreement, there is a suspicion that the Client or any third party obligor has provided false information, concealed material facts or that OTP Bank Plc. has obtained information of a nature that would have prevented the conclusion of the agreement,
  - g) the Client has made a false statement in connection with the statement required under Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing.
8. The Account Holder Client may terminate the bank account agreement with immediate effect if it does not accept the bank account agreement modification unilaterally initiated by OTP Bank Plc. until its entry into force or if OTP Bank Plc. fails to comply with the provisions of the bank account agreement.
9. If the bank account agreement is terminated or terminates, OTP Bank Plc. and the Client must settle account with each other. In this case, OTP Bank Plc. shall only be entitled to a consideration proportional to the service actually performed according to the agreement.
10. If the bank account agreement is terminated by the Client, OTP Bank Plc. may charge fees or costs, the amount and due date of which are contained in the effective public announcements. After the first six months, retail clients as well as micro and small enterprise clients may terminate the bank account agreement without charge, cost or other payment obligations.
11. In case of termination, the balance of the payment account and the receivables recorded become due, and the Client is required to release OTP Bank Plc. from any obligations which it undertook in the interest of, or under the order of the Client.

12. If there is a queued item for the payment account, either mandatorily based on the law or based on an agreement with the Client, then if the account is terminated by the Client, or if the account is terminated by OTP Bank Plc., the payment account may only be terminated on the day following the expiry of the queuing at the earliest.
13. If the payment account has a debit balance due to outstanding commissions, fees or costs, including securities account keeping fee(s) charged to the payment account upon semiannual closing of the linked security account(s), and the Client fails to settle its debt within the deadline specified in the termination notice sent by OTP Bank Plc. within the given deadline, the bank account agreement shall become ineffective upon the expiry of the notice period, unless otherwise specified by OTP Bank Plc.
14. The Client shall pledge its securities and other financial (investment) assets under its free disposal as caution credited to the consolidated securities account(s) linked to the payment account or consolidated securities accounts for securing overdue receivables and booked costs arising from the bank account agreement and due to OTP Bank Plc. OTP Bank Plc. may settle directly from the caution its receivables and booked costs arising from the bank account agreement, overdue and not settled despite dunning, without any authorization by the Client. The Client understands and agrees that the effective Investment Services Division Business Regulations of OTP Bank Plc., and in particular its provisions on default, shall apply to the caution and recovery therefrom.

### **VIII.3. Special conditions of termination of bank accounts for retail Clients**

1. If the Account Holder Client terminates the bank account agreement, the termination is accepted by OTP Bank Plc. with immediate effect. OTP Bank Plc. and the Client shall make a settlement upon termination. Payment of debt according to the settlement is due immediately.
2. In the case of a pending complaint, if the Account Holder wishes to terminate the bank account agreement with immediate effect, the amount credited in advance by OTP Bank Plc. is repaid under the settlement between OTP Bank Plc. and the Client. The complaint procedure – if it is not withdrawn by the Account Holder – shall continue and the payment is conditional on its outcome.
3. In the event of termination of the bank account agreement, the separate agreements referred to in the retail division business regulations, the conclusion of which was subject to the existence of a retail payment account agreement, must be terminated at the same time or must link to any another payment account of the Client kept by OTP Bank Plc. If the retail OTPdirekt and/or OTP Bank Digital service agreement contains more than one account, then according to the relevant Retail OTPdirekt Business Regulations, the Bank shall terminate the option to manage the relevant account through an electronic channel, however, the OTPdirekt and OTP Bank Digital service agreement shall not terminate.
4. Upon termination of the bank account agreement, under the settlement, the accrued interest and costs, as well as the account keeping fee / package fee payable up to the

date of termination shall be credited or debited to the payment account by OTP Bank Plc. On the payment account, OTP Bank Plc. shall withhold the amount of reserved and blocked card transactions initiated before termination and their presumed card utilization fee, and the OTPdirekt monthly and message fees due until the date of termination, related to the payment account to be terminated.

5. In order to account for debit card transactions initiated before the termination of the payment account, if there are no obstacles to closing the account, OTP Bank Plc. shall close the payment account on the 30 day following the termination of the bank account, of which it shall notify the Account Holder in the last bank account statement. Any credit item received after termination is returned by OTP Bank Plc. to the payer.
6. If there is a queued item related to the payment account on the basis of legal regulations which is mandatory or according to an agreement with the Client, in case of the termination of the payment account by the client, the payment account will be terminated on the end of the day of queuing.

If the payment account balance is not 0 HUF when it is terminated, OTP Bank Plc. shall settle it as follows:

- a) The Account Holder may submit an order to transfer a positive balance upon terminating the bank account agreement. The Bank shall transfer the amount less the transfer fee to the target account specified by the Account Holder.
  - b) If the balance of the account reaches 1,000 HUF after deduction of the transfer fee, OTP Bank Plc. shall send it to the mailing address of the Account Holder by post with a payment voucher. The balance of the FX account shall also be transferred in HUF. Any not received amounts that may be returned from the post shall be re-credited to the account and subsequently written-off by OTP Bank Plc.
  - c) If the amount which may be sent by post is less than 1,000 HUF, or the balance exceeds the amount which may be sent by post, or if the mailing address of the account is in a foreign country, OTP Bank Plc. shall write off the total balance.
  - d) A negative balance shall be written off by the bank or assigned as a receivable.
7. Any positive or negative balances written off may be withdrawn or paid in any branch of OTP Bank Plc. OTP Bank Plc. is entitled to call upon the Account Holder to settle their debt if they subsequently appear in a branch in person at any time.
  8. In the event of the Account Holder's death - if the account was owned only by the deceased or all owners were deceased - upon reliable knowledge and if the date of death is known, OTP Bank Plc. executes the direct debit based on letter of authorisation, batch direct debit -including the batch direct debit related to credit card - and credit transfer orders of the Account Holder which are valid until withdrawn until the end of the month following the date of death - up to the balance of the account - under unchanged conditions.

9. In the event of the Account Holder's death - if the account was owned only by the deceased or all owners were deceased - upon reliable knowledge and if the date of death is unknown, OTP Bank Plc. executes the direct debit based on letter of authorisation, batch direct debit -including the batch direct debit related to credit card - and credit transfer orders of the Account Holder which are valid until withdrawn, until the end of the month following the date of gaining knowledge - up to the balance of the account - under unchanged conditions
10. If OTP Bank Plc. receives credible information on the date of the death credibly after the end of the month following its occurrence, OTP Bank Plc. shall immediately cease the registered authorization letter and any mandate given for batch direct debit and standing orders when the credible information is received. OTP loan repayment orders related to the bank account shall be executed by OTP Bank Plc. based on the terms and conditions of the specific loan agreement up to the credit balance, in accordance with the terms and conditions applicable to overdue debt.
11. Execution of orders shall also be automatically terminated upon exhaustion of the account balance. If the balance of the payment account is negative (showing a debt) when credible information on the death of the Account Holder is received, OTP Bank Plc. shall reject to execute orders submitted for the bank account to the debit of the credit facility.
12. OTP Bank Plc. does not terminate the authorizations and orders in case of untrustworthy knowledge of the death.
13. Termination of the payment account is free of charge. Cash withdrawals or transfers from the payment account (from the account of the account package which is for transacting payments) are subject to the costs specified in the Public Announcement in all cases, including the termination of the account.

## **IX. INTEREST RATES, COMMISSIONS, FEES, COSTS, EXCHANGE RATES**

1. The definition, rate, due date and modification of interest (reference interest rate), commission, fee and cost charged for the payment services provided by OTP Bank Plc. are governed by the bank account agreement concluded with the Client, the supplementary services, as well as the relevant Division Business Regulations, Public Announcements, Conditions lists or legislation applicable thereto.
2. In respect of restricted use payment accounts, OTP Bank Plc. reserves the right to debit the amount of interest (reference interest), commission, fee, cost charged for payment services to another payment account of the Client, and to credit the amount of interest to another payment account of the Client.

3. When providing payment services, OTP Bank Plc. shall recharge the fees and costs paid to any service provider used by OTP Bank Plc. to the Account Holder.
4. Official OTP average exchange rate as a reference exchange rate shall usually be quoted by OTP Bank Plc. three times a day. If justified by market movements, for example in the case of significant exchange rate movements during the day, it is possible to quote a new OTP average exchange rate. Foreign cash and foreign currency exchange rates, as well as foreign cash, foreign currency, foreign currency check purchase or sale exchange rates used for check transactions are derived by OTP Bank Plc. from the official OTP average exchange rate. The maximum deviation from the official OTP average rate is +/- 1.5% when generating foreign exchange buying and selling rates, +/- 6% when generating foreign cash buying and selling rates, and +/- 4% when generating foreign currency check buying and selling rates. The maximum deviation from the official OTP average rate is +/- 5% when generating foreign currency buying and selling rates (so-called after-hours foreign exchange rates) during the night, on public holidays or rest days (rest days around the holidays, resulting in deviations from the calendar work schedule and Saturday-Sunday), which is applied by OTP Bank Plc. to instant credit transfers made during this period. The maximum rate of deviation from the official OTP middle rate in the calculation of the foreign exchange buying and selling rates applicable to the preferential account package element of the retail HUF payment account is +/- 0.5%, which is applied by OTP Bank Plc. as stated in the public announcement entitled "About the preferential account package element". Conversion transactions are performed at the exchange rate derived from most recently quoted official OTP average rate.
5. The types of exchange rates used by OTP Bank Plc. for the execution of payment transactions (foreign cash and foreign currency exchange rates) are contained in the business line Public Announcements, and the current rate thereof are contained in the exchange rate tables published in the branches and on the OTP Bank Plc. website. With regard to the application of the exchange rate, the time of execution of the given payment order is the time of settlement on the Client's payment account.

## **X. LIABILITY RULES**

### **X.1. Liability of OTP Bank Plc.**

1. The provisions contained in this subchapter apply unless the relevant chapters and subchapters governing the respective form of payment contain a different provision.
2. If OTP Bank Plc. is required to receive or forward documents based on the order of the Client, it shall only examine those from the aspect whether those comply with the contents of the order. OTP Bank Plc. shall not be liable for the authenticity, validity and contents of the documents.

3. In case of delivering the documents and payment, OTP Bank Plc. shall deliver to the person whom it considers to be authorized to receive the documents and the payment, based on the inspection of their identifying documents.
4. OTP Bank Plc. shall carefully examine the validity of the signature(s) included on orders submitted on paper. If the Client prescribed the application of certain stamp(s) when registering the signatures, a registered stamp must be included on the orders submitted in a paper based format.
5. OTP Bank Plc. shall not be held liable for damages arising from orders of domestic or foreign authorities.
6. OTP Bank Plc. is liable for third persons used by it as if OTP Bank Plc. had acted itself; if the liability of the contributor is limited by law, international convention or (lacking a mandatory provision of the law) business regulations, the liability of OTP Bank Plc. shall adjust to that.
7. OTP Bank Plc. is liable for the execution of the payment transaction to the Account Holder as beneficiary according to the law on payment transactions. If it is held liable, it shall ensure the amount of the credited payment transaction to be available for the Account Holder on the payment account of the Account Holder, according to the provisions of the "Public Announcement on the procedure of execution of payment orders and transactions under payment services" (attached to these Business Regulations as Annex 1).
8. After executing the payment order, the paying party may initiate the rectification of an unapproved or approved but incorrectly executed payment order immediately, but for maximum 60 days from the date of sending the bank account statement. If there is no calendar day with the same number as the debit date in the month of expiry, then the deadline shall expire on the last day of the month. If the paying party is a consumer, then he/she may request rectification for thirteen months.
9. OTP Bank Plc. will examine the request for correction of the disputed payment transaction in all cases, during which OTP Bank Plc will act in accordance with the Complaints Handling Rules annexed to the General Terms and Conditions of OTP Bank Plc.
10. In the case of execution of a non-approved payment order, OTP Bank Plc. shall - immediately after becoming aware of or being informed of the transaction, but until the end of the following working day - reimburse the amount of the payment transaction to the paying party as Account Holder, shall reinstate the pre-debit status on the payment account, and shall indemnify the paying party for damages. In doing so, the value date of the crediting may not be later than the day on which the non-approved payment transaction took place. OTP Bank Plc shall be exempted from the obligations set out in this clause if, taking into account all the circumstances, it suspects fraud for reasonable causes in the given situation and informs the Hungarian National Bank (the Supervisory Authority) about these causes in written form. OTP Bank Plc. shall credit the amount of the payment order in the request for rectification and reinstate the pre-debit status on the payment account until the end of the next working day, even if it is not in the position to

investigate in merit the circumstances of approving the payment order. If within the time limit for dealing with the complaint OTP Bank Plc proves that the payment order has been approved by the payer or the payer has intentionally or with gross negligence failed to fulfil an obligation under the framework contract or the damage in connection with the unauthorised payment order was caused by the payer acting fraudulently, OTP Bank Plc will be exempted from the obligation to credit the amount of the payment transaction in the request for correction, or it is entitled to claim back the full amount of the correction. OTP Bank Plc. has the right to offset the amount claimed against any of the payment accounts the Account Holder keeps with it, not separated for a specific purpose, including overdraft facilities or deposits, when they expire. If there is not enough cover on the payment account, then the balance may go negative as well.

11. If the payment order was initiated directly by the Client, as paying party, then OTP Bank Plc. is liable for the deficient execution of the payment transaction, except if the amount of the payment order has arrived to the payment service provider of the beneficiary. OTP Bank Plc., if its liability applies, shall immediately refund the amount of the payment transaction non-executed or deficiently executed to the paying party, and shall put the payment account into such an order as if the deficiently executed payment transaction had not taken place. During the rectification, the crediting date shall not be later than the date of debiting the amount.
12. If the paying party has initiated the payment order through a payment initiation service provider, OTP Bank Plc. shall immediately, but at the latest until the end of the next working day refund the amount of the payment transaction non-executed or deficiently executed to the paying party and shall put the payment account into such an order as if the deficiently executed payment transaction had not taken place.
13. If the amount of the payment transaction arrives to OTP Bank Plc. as the payment service provider of the Account Holder, as beneficiary, then OTP Bank Plc. is liable for the deficient execution of the payment transaction. OTP Bank Plc., if its liability applies, shall immediately make the amount of the payment transaction available to the beneficiary and credit it to the payment account of the beneficiary. The crediting date shall be not later than the day on which the perfect execution would have taken place.
14. If the payment transaction is executed with a delay, OTP Bank Plc., as the payment service provider of the Account Holder, the beneficiary, shall - at the request of the payment service provider acting in the name of the paying party - make sure that the amount of the payment transaction is credited to the payment account of the Account Holder on a value date not later than the date on which the perfect execution would have taken place.
15. If the payment transaction has been initiated by the Client, as beneficiary, or was initiated through it, then OTP Bank Plc. is responsible for forwarding the payment order to the payment service provider of the paying party. OTP Bank Plc., if its liability applies, shall immediately send the payment order to the payment service provider of the paying party. If it can be established that the payment order was forwarded with a delay, then OTP Bank Plc. shall ensure that the date of crediting the amount of the payment transaction to



the payment account of the beneficiary is not later than the date on which the perfect execution would have taken place.

16. OTP Bank Plc. is responsible for the lawful execution of the payment order towards the beneficiary Account Holder. OTP Bank Plc., if its liability applies, shall immediately ensure that the amount of the payment transaction credited to the account of the beneficiary Account Holder is available to the beneficiary Account Holder. In this case, the value date of crediting to the payment account of the beneficiary Account Holder is not later than the day on which the perfect execution would have taken place.
17. OTP Bank Plc. is responsible for the non-execution or deficient execution of an orderly forwarded payment transaction from the payment service provider of the beneficiary. OTP Bank Plc., if its liability applies, shall immediately refund the amount of the payment transaction non-executed or deficiently executed to the paying party, and shall put the payment account into such an order as if the deficiently executed payment transaction had not taken place. On the payment account of the Account Holder, as paying party, the crediting date shall not be later than the date of debiting the amount. OTP Bank Plc. shall not be subject to the obligation herein if the amount of the payment transaction has arrived to the payment service provider of the beneficiary, even if the payment transaction was executed with a delay.
18. Upon the request of the payer Customer, OTP Bank Plc is obliged to act according to the behaviour normally expected in the situation - regardless of the question of liability for non-execution or incorrect execution of the payment order – in connection with the follow up of the non-executed or incorrectly executed payment transaction. OTP Bank Plc will inform the Account Holder about the results of the monitoring, free of charge, costs or other payment obligations. OTP Bank Plc. shall act likewise if the payment transaction in question has been initiated by or through the beneficiary.
19. OTP Bank Plc. shall reject payment orders which do not comply with the requirements prescribed in the Decree even if it has previously assumed an obligation in an agreement to perform them.
20. OTP Bank Plc. reserves the right that it may refuse to execute the payment order if during the execution of the payment order it detects a circumstance in violation of any legal provision.
21. The provisions of clauses 7 and 11-16 of this Chapter shall not apply if the registered office of the payment service provider of the beneficiary is located in a non-EEA country.
22. OTP Bank Plc. is liable to the Account Holder for the reimbursement of the fee, cost or other payment obligation charged for the non-executed or incorrectly executed payment transaction, and for non-realized interest income.
23. OTP Bank Plc. undertakes to keep confidential as a bank secret any information known to it on the personal circumstances, economic situation, business relations and plans of the Client. Unless expressly provided otherwise by law, it shall only provide information

to any third party upon a written request from the Client, in case of a power of attorney included in a public instrument or a private document with full probative force, and only in respect of the bank secrets specified in the power of attorney or disposal or within the limits specified therein; furthermore, if it is necessary for selling or assigning the receivables of OTP Bank Plc. against the Client, or for enforcing its overdue receivables. Further rules concerning bank secret and the processing and disclosure of the personal data of the Client are included in the General Business Regulations and the “Supplementary Privacy Statement for Payment Services”.

## **X.2. Refund obligation**

1. Upon the request of the Account Holder as paying party submitted within 56 days from the debit date, OTP Bank Plc. shall refund within ten working days (or shall reject the claim giving reasons) the amount of the payment transaction initiated by the beneficiary or through the beneficiary and approved by the paying party as Account Holder, if:
  - a) at the time of approval, the Account Holder did not know the amount of the payment transaction, and
  - b) the amount of the payment transaction exceeded the amount which the Account Holder would have reasonably expected in the respective situation, provided that the registered office of the payment service provider of the beneficiary is in the EEA.
2. In case of refunding, the refunded amount is equal to the whole amount of the executed payment transaction. The crediting date shall not be later than the date of debiting the amount.
3. For an Account Holder using the OTPdirekt Collection control service, the amount is deemed to be known if the debit notification was received by the Account Holder.
4. The amount collected may not be deemed to exceed the amount which would have been reasonably expected in the respective situation by the Account Holder, if the amount collected is for paying the due debts owed arising from any credit or loan transaction between the beneficiary and the Account Holder.
5. OTP Bank Plc. shall consider the previous payment transactions of the Account Holder and the circumstances of the payment transaction when assessing the amount which may be reasonably expected in the respective situation.
6. If the Account Holder exercises their right to a refund and wishes to submit a refund application to OTP Bank Plc. for the amount collected from them, they shall enclose the following documents with their written refund application:
  - a) a statement in which the Account Holder states that at the moment of approving the specific payment order they did not know the amount of the payment transaction being the subject of the refund claim, and they did not initiate a refund for the respective amount at the beneficiary,
  - b) the invoice or the original copy of payment notification sent by the collecting party as a beneficiary to the Account Holder prior to submitting the refund application, or

other documents supporting the refund claim, made available by the collecting party as a beneficiary.

7. If on the basis of the information available, OTP Bank Plc. decides to reject the refund application of the Account Holder, it shall simultaneously inform the Account Holder of the forums available to settle the legal dispute out of court.
8. If the beneficiary automatically returns to the Account Holder the collected amount claimed from OTP Bank Plc., and the amount has been refunded by OTP Bank Plc. in the meantime, the Account Holder authorizes OTP Bank Plc. according to the provisions of this point to debit their payment account with the amount refunded by OTP Bank Plc.
9. If the Client is not a retail or a micro and small enterprise Client, they can not exercise the right to a refund.

### **X.3. Legal remedy**

1. In respect of their complaints arising when using the payment services, the Clients may proceed, or may use their legal remedy option in accordance with the provisions of the Complaint Management Policy being Annex to OTP Bank Plc.'s General Business Regulations.

## **XI. COMPLIANCE WITH THE DIRECTIVE 2014/92/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 23 JULY 2014 ON THE COMPARABILITY OF FEES RELATED TO PAYMENT ACCOUNTS, PAYMENT ACCOUNT SWITCHING AND ACCESS TO PAYMENT ACCOUNTS WITH BASIC FEATURES (HEREINAFTER: PAD)**

1. The rules set out in this Chapter shall apply to payment accounts opened and maintained by OTP Bank Plc. for consumers in Hungary, which enable the execution of at least the following payment methods:
  - a) the payment of cash to a payment account and withdrawal of cash from a payment account in the context of a cash payment linked to a payment account, and
  - b) payment between payment accounts, including execution transfers to and receiving transfers from a third party.
2. A Fee information document and a Statement of fees are drawn up in connection with the payment accounts referred to in Clause 1 of this Chapter.
3. Explanation of terms used in this chapter:

**Fee:** all fees, costs and other payment obligations payable by the consumer to OTP Bank Plc. for or in connection with services linked to the payment account.

**Fee information document:** based on the Commission Implementing Regulation (EU) 2018/34 of 28 September 2017 laying down implementing technical standards with regard to the standardised presentation format of the fee information document and its common symbol according to PAD for each payment account offered, separately, containing the most characteristic services linked to the payment account offered by OTP Bank Plc., related fees for the sake of comparability. The fee information document is prepared for those payment accounts according to Clause 1 of Chapter XII of the PÜSZ, distributed by payment service providers, for which the consumer can conclude a new agreement and which are available to a wide range of consumers, i.e. are not limited in terms of their public availability. Employees' accounts, account packages, and the account or account package that can be used on the basis of an individual agreement between the consumer and the payment service provider are considered to be limited in terms of their public availability.

**Statement of fees:** based on the Commission Implementing Regulation (EU) 2018/33 of 28 September 2017 laying down implementing technical standards with regard to the standardised presentation format of the statement of fees and its common symbol according to PAD, containing all fees, costs and, where applicable, the interest rates applied to the payment account in connection with the use of the services linked to the consumer's payment account.

**Services linked to the payment account:**

- a) all services related to the opening, operating and closing of a payment account, including payment services,
- b) a payment transaction based on a bill of exchange or paper-based voucher addressed to OTP Bank Plc. or paper-based postal order specified by the Universal Postal Union (UPU), where the document is issued for the purpose of issuing funds to the beneficiary, and
- c) the execution of an overdraft facility and a payment transaction from the implicit exceedance of the payment account balance or overdraft facility.

**Glossary:** A list of terms as specified in Article 3 Section (5) of the Directive 2014/92/EU of the European Parliament and of the Council of 23 July 2014 on the comparability of fees related to payment accounts, payment account switching and access to payment accounts with basic features.

4. The Fee information document is made available on OTP Bank Plc.'s website and in its bank branches in an easily accessible manner, and OTP Bank Plc. shall hand it over to the consumer free of charge and printed at the consumer's request, in good time prior to the consumer's legal statement for concluding a payment account agreement.
5. The Fee information document provides information on the fees for using the payment account and the main related services and helps to compare these fees with the fees for other accounts.
6. The Statement of fees shall apply to the previous calendar year from 1 January to 31 December.

7. OTP Bank Plc. shall make the Statement of fees available to the consumer once a year, free of charge, by 31 January following the given calendar year. If the consumer has not received the Statement of fees on paper, OTP Bank Plc. shall, upon the consumer's request, make it available to the consumer once a year, free of charge. For the provision of additional retrospective bank account statement, the fee specified in the Public Announcement shall be paid.
8. The method of making the Statement of fees and the bank account statement available is the same, i.e. by modifying any one of them the consumer Client also provides for the modification of the other.
9. The glossary is made available on OTP Bank Plc.'s website and in its bank branches in an easily accessible manner, and OTP Bank Plc. shall hand it over to the consumer free of charge and printed at the consumer's request, in good time prior to the consumer's legal statement for concluding a payment account agreement.
10. OTP Bank Plc. uses the terms in the table below in its agreement-related commercial and marketing information bulletins for consumers related to the service linked to the relevant payment accounts, in the fee information document and in the statement of fees.

<b>A dictionary assisting the identification of unified designation and definition according to the list specified in Annex 1 to the Government Decree 144/2018 (VIII. 13.)</b>			
S.no.	Designation	Definition	Additional terms used by OTP Bank Plc.
<b>General account services</b>			
1	Account keeping	The account keeper keeps an account for use by the client.	bank account keeping, HUF account keeping, FX account keeping, payment account keeping
2.	Internet banking and mobile application service	The client uses the services linked to their account through the Internet or on a mobile device (e.g. mobile phone).	Various electronic channels accessible via OTPdirekt and the OTP Digital Services Agreement, OTPdirekt Internet service, OTP InternetBank internet banking application, internet banking interface, OTP Bank mobile application service, OTP MobilBank, OTP mobile applications (see: www.otpbank.hu), mobile banking, mobile and smart phone service,

3.	SMS-service	The client is identified and information on the balance of their account (e.g., after a transfer or cash withdrawal) is provided by means of an SMS message.	SMS, SMS message, SMS notification, mobile phone service, OTPdirekt mobile phone service, OTPdirekt Control service, OTPdirekt Broker service
4	Telephone banking service	The client uses the services linked to their account through telephone.	Telephone customer service, telephone service, OTPdirekt telephone service, OTPdirekt telephone administration services,
<b>Payments (other than card payments)</b>			
5.	Domestic transfers in HUF	The account keeper transfers upon the client's instruction funds from the client's account to another account within Hungary, in HUF.	Transfer order, One-off transfer, Domestic – inter-bank – HUF transfers Domestic – intra-bank – HUF transfers, Credit transfer, Credit transfer order, electronic transfer, Domestic HUF transfer, Transfer transaction, Credit electronic transfer Credit HUF transfer order (domestic)
6.	Standing order	The account keeper transfers upon the client's instruction regularly funds in the same amount from the client's account to another account.	Standing order, Standing HUF transfer order, Standing FX transfer order
7.	Direct debit	The client authorizes someone else (beneficiary), to instruct the client's account keeper to transfer funds from the client's account to the beneficiary. The account keeper executes the payment transactions for the beneficiary on the day or days agreed by the client and the beneficiary. The amount of payment transaction may vary.	direct debit based on letter of authorisation, batch direct debit order, bill of exchange collection, Documentary collection
8.	Euro transfer (SEPA)	The account keeper transfers upon the client's instruction funds from the client's account to another account within Hungary and abroad in EUR.	Transfer order, One-off transfer Credit transfer,

			Credit transfer order, electronic transfer, Transfer transaction, Credit electronic transfer, Credit transfer order in euro
9.	Transfer in other foreign currency	The account keeper transfers upon the client's instruction funds from the client's account to another account within Hungary and abroad in a currency other than HUF and EUR.	Transfer order, One-off transfer Credit transfer, Credit transfer order, electronic transfer, Transfer transaction, Credit electronic transfer, Domestic foreign currency transfer, Foreign currency transfer abroad, Credit FX transfer order (domestic), Credit FX transfer order (abroad)
10.	Foreign currency crediting	A foreign currency amount is received to the benefit of the client's account.	Credit in foreign currency
<b>Cards and cash</b>			
11.	Debit card service	The account keeper provides the client with a payment card linked to the client's account. The amount of all payment transactions made with the debit card will be debited directly and in full to the client's account.	Card, bank card, debit card, touch card
12.	Credit service card	The account keeper provides the client with a payment card linked to the client's account. The amount of all payment transactions made with the credit card during an agreed period will be debited directly and in full to the client's account at the agreed date(s). The credit agreement between the account keeper and the Client determines whether the Client will be charged interest on the credit.	Card, bank card, credit card OTP Bank Plc. does not have any products or services linked to a specified turnover. The Bank's credit card product is not linked to the payment account according to the PAD.
13.	Domestic purchase with debit or credit card	The client pays the countervalue of a product or service with the debit or credit card in Hungary.	Domestic card purchase, purchases made with card

14.	Purchase with debit or credit card abroad	The client pays the countervalue of a product or service with the debit or credit card abroad.	Card purchase abroad, purchases made with card
15.	Domestic cash withdrawal	The client withdraws cash from their own account in Hungary.	Cash withdrawal, Withdrawal of funds
16.	Cash withdrawal abroad	The client withdraws cash from their own account abroad.	Cash withdrawal, Withdrawal of funds
17.	Domestic cash deposit	The client deposits cash to their own account in Hungary.	Cash deposit, deposit of funds
<b>Overdraft facilities and related services linked</b>			
18.	Overdraft facility	The account keeper and the client agree in advance that the client can take out a loan if there is no money available in their account. This agreement sets out the maximum amount of the loan and whether a fee and interest will be charged to the client.	Overdraft facility, Credit facility, Overdraft credit facility, Overdraft credit facility
<b>Other services</b>			
19.	Limit changes	Modification of the restrictions as regards the amount or the number of payments.	Limit changes
20.	Issue and making available of certificates	Making available account statements or other certificates subsequently requested by the Client in connection with their account (for example, proof of the existence of a certain amount on the account "certificate of coverage").	Issue and making available of certificates

11. OTP Bank Plc. draws the attention of consumer Clients to the fact that they may obtain additional information on the comparable website according to Government Decree No. 144/2018 (VIII.13.) on certain issues related to the provision of information on fees for consumer payment accounts, and with the help of the Bank Account Selection Program operated by the National Bank of Hungary.

## **XII. MODIFICATION OF THE BUSINESS REGULATIONS**

1. OTP Bank Plc. may modify the Business Regulations unilaterally, if the provisions of the bank account agreement covering the payment services, or of the General Business Regulations or of the Division Business Regulations clearly allow OTP Bank Plc. to unilaterally modify the conditions of the agreement in a separate Section under certain conditions or circumstances specified.



2. If OTP Bank Plc. amends the Business Regulations with newly introduced services, financial instruments, transactions subject to the Business Regulations, which are made available by it to the Client and are explicitly accepted by the Client, this does not qualify as unilateral agreement modification.
3. OTP Bank Plc. shall notify retail and micro or small enterprise Clients of any modifications of these Business Regulations at least two months prior to their effective date, via Public Announcement posted on premises open for clients (or by other direct means as defined in the agreement), while in respect of modification of provisions applicable to all other Clients the notification deadline is 15 days.
4. If the Client makes no observations or raises no objections within two months or 15 days of (posting) the notice (which deadline shall expire on the day with the same number as the starting date, or if that day is missing in the month of expiry, on the last day of the month), they shall be deemed to have accepted the modification.
5. If, due to the modification of the Business Regulations, the Client no longer wishes to use the payment services of OTP Bank Plc., the Client may terminate the agreement concluded with OTP Bank Plc. with immediate effect before the effective date of the modification, free of fees, costs or other payment obligations, unless the agreement concluded with OTP Bank Plc., or the law provides otherwise.
6. The Client may also accept or reject the modification of the Business Regulations even before the recommended entry into force. In case of acceptance, the modification shall enter into force on the date recommended by OTP Bank Plc. Modification rejection shall imply the immediate termination of the master agreement.
7. If the purpose of the modification of the Business Regulations is to terminate any services provided by OTP Bank Plc, then OTP Bank Plc. and the Client shall settle thee accounts, regarding the fees paid in advance by the Client. In this case, OTP Bank Plc. is entitled to a consideration proportional to the service.

### **XIII. ANNEXES**

- Sub-Annex 01 – Public Announcement on the procedure of execution of payment orders and transactions performed under payment services
- Sub-Annex 02 – Public Announcement on bank account statements
- Sub-Annex 03 – Supplementary privacy statement for Payment Services
- Sub-Annex 04 – Public Announcement about restrictions related to the official currency of the EU Member States banknotes