



## **General Business Regulations**

**Effective from:  
27th May 2024**

**OTP Bank Plc.**

**Activity license number: ÁPTF resolution no. 983/1997/F  
(27 November 1997)**

**Registered by the Metropolitan Tribunal as Court of Registration under registration  
number 01-10-041585**

**Registered office: 1051 Budapest, Nádor utca 16.**

**Website: <http://www.otpbank.hu>**

## I. INTRODUCTORY PROVISIONS

1. The Business Regulations (hereinafter referred to as: Business Regulations) contain the general conditions of legal transactions between OTP Bank Plc. and its Clients, which are binding for both OTP Bank Plc. and the Client based on the provisions of the agreement or of the division business regulations for the respective financial and investment services.
2. Client shall mean any natural person, legal person, or organization without legal personality, to whom OTP Bank Plc. provides financial services (including supplementary financial services), or who uses the investment services of OTP Bank Plc. (including its supplementary service), or who uses other services of OTP Bank Plc. which may be provided under the applicable law, or who requests OTP Bank Plc. to provide such service.
3. If the provisions of the Business Regulations and the division business regulations for the respective financial and investment service activity differ from each other, the latter becomes part of the agreement. Issues not regulated in the individual agreement concluded between OTP Bank Plc. and the Client are primarily governed by the division business regulations applicable to the respective transactions (including the applicable public announcements); in the absence of a relevant provision thereof, the Business Regulations; while in the absence of a relevant provision thereof (depending on the nature of the transaction) the provisions of the laws applicable to financial services and investment service activity, as well as of the Act IV of 1959 on the Civil Code (hereinafter referred to as: old Ptk.) if the agreements were concluded before 15 March 2014 and the Act V of 2013 on the Civil Code (hereinafter referred to as: new Ptk.) if the agreements were concluded after 15 March 2014.
4. OTP Bank Plc. exercises and fulfils its rights and obligations included in the Business Regulations at all times within the limits set by the mandatory provisions of the applicable laws, thus any provision of the Business Regulations are interpreted accordingly.
5. The Business Regulations of OTP Bank Plc. and the respective division business regulations are public, and those may be viewed by any person on the premises of the bank open for Clients, as well as (in case of electronic services provided) on the website of OTP Bank Plc.
6. If OTP Bank Plc. discontinues any of its services, it may terminate the agreement concluded with the Client for this service with 30 days' notice.

## II. IDENTIFICATION AND REPRESENTATION

1. OTP Bank Plc. may verify the identity of the Client and/or its representative. For this purpose it may require the Client and/or its representative to certify their identity credibly.

2. OTP Bank Plc. shall inform its Clients in a public announcement on the procedure of client identification according to the law on preventing money laundering and terrorist financing.

3. Via the telephone channel and the OTP Chat service available on the website of OTP Bank Plc., OTP Bank Plc. agrees to perform the bank and other transactions specified in the Public Announcement on the services available within the scope of Soft identification.

4. Soft identification is the identification, where checking questions asked by the administrator either orally/written or in the automated system are answered, or by in-app approval of a push message sent in the OTP Mobilbank application. Identified client is the client who is identified by "soft identification", operated by call center services and Chat services (receiving incoming calls, starting outgoing calls), who answers the questions asked by the operator or the automated system concerning personal data (e.g. name, address) and contractual data (e.g. description of the contractual terms) in accordance with the information recorded by the bank or who successfully identifies himself/herself via the Mobilbank application."

5. OTP Bank Plc. may verify the representation right of the representative of the Client. For this purpose, it may require the Client's representative to certify their representation right credibly. OTP Bank Plc. shall consider the representatives registered with it to be the representative of the Client, until a written notice is received by the appropriate organizational unit of OTP Bank Plc. on the withdrawal or other termination of the representation right.

If the document certifying the right of representation does not prove beyond reasonable doubt, the restriction of the representative's right of representation shall be invalid against OTP Bank Plc, unless otherwise provided by law.

6. OTP Bank Plc. provides a certified copy of the agreement concluded in writing to the Client. Electronic documents with an electronic signature recorded on a signature pad, agreements concluded via the OTPdirekt internet service and the VideóBank service also qualify as agreements concluded in writing. Agreements concluded in this way comply with the requirement of written form stipulated in Section 279 (1) of the Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (hereinafter referred to as: Hpt.). An agreement shall be deemed to be in writing if it is communicated in a form that enables the unaltered reproduction of the content of the agreement, the identification of the declarant and the date on which the declaration was made.

Client copies of agreements concluded with OTP Bank Plc. using non-paper methods and of electronic documents created in relation to agreements (e.g. agreements, receipts, confirmations) are available in the OTPdirekt internet service under the "Agreements, account statements, documents" menu item.

The recording of an electronic specimen signature is an essential prerequisite for the use of an electronic signature pad for administration.

OTP Bank Plc. may verify the identity of the signature applied to the Client's written orders, including contractual legal declarations, based on the specimen signature registered on the relevant form or recorded on the electronic signature pad. If the order is not signed in

the way as registered with OTP Bank Plc., OTP Bank Plc. may return it to the submitter designating the reason, and reject executing the order.

7. Due to the specific nature of the respective transaction, or to protect the interest of its clients, OTP Bank Plc. may require to have the power of attorney included in an authentic instrument (public notary transaction document, hereinafter: authentic instrument) or request an authentic instrument in its clause (public notary certification, consular certification, hereinafter collectively referred to as: certification), or request a private document complying with the requirements set out in Section 325 (1) points c), d) or e) of the Act CXXX of 2016 on the Code of Civil Procedure (hereinafter referred to as: Pp.).

OTP Bank Plc. may request to have the power of attorney included in an authentic instrument especially in the following cases:

- for a permanent power of attorney, or
- for a power of attorney given by a legal person, or
- for any ad hoc power of attorney given for transactions in excess of 1 million HUF,

or

- for any power of attorney given by a client not yet identified by OTP Bank Plc.

In the above cases, OTP Bank Plc. accepts (for authorizations prepared not in the territory of Hungary, and/or not under the jurisdiction of Hungary), considering all circumstances of the case, a document included in a certification, if the jurisdiction of issue does not allow preparation of public notary transactional documents.

OTP Bank Plc. may request to have the power of attorney included in a certification in the following cases:

- if the specimen signature of the authorizing person is not available to OTP Bank Plc., or
- if the signature of the authorizing Client is not identical with the specimen signature available to OTP Bank Plc.,

8. OTP Bank Plc. shall accept powers of attorney prepared not in the territory of Hungary, and not under the jurisdiction of Hungary in the form specified in section III.8-9. OTP Bank Plc. considers consular certifications prepared by a consul duly authorized by the minister responsible for foreign affairs, as well as the consular certifications prepared by a duly authorized honorary consul to be documents issued in the territory of Hungary.

9. The power of attorney intended to be used in front of OTP Bank Plc., whether included in an authentic instrument or a private document with full probative force, shall contain at least the following content elements:

- a) the name of the authorizing and authorized party shall be designated,
- b) designation of the data allowing the identification/personal identification of the authorizing and authorized party (company name, registered office, tax ID, company registration number / name, place and date of birth, mother's birth name, address, personal ID number), based on which OTP Bank Plc. is able to identify the authorizing and authorized party with full certainty. The power of attorney given to an attorney shall also contain the declaration of acceptance by the attorney. In case of a power of attorney given to an

attorney, providing the attorney ID number and the registration number or the bar association ID number therein next to the attorney stamp is sufficient to identify the acting attorney. In the power of attorney given to the Law Firm, in addition to the Bar registration number, name, address of the Law Firm, providing the attorney ID number and the registration number or the bar association ID number of the attorney acting on behalf of the Law Firm next to the attorney stamp is sufficient to identify the acting attorney. In the case of a transaction requiring client due diligence under the Pmt., the attorney's natural identification data shall also be provided in the power of attorney.

- c) in all cases, the transaction in respect of which the authorized party may proceed with OTP Bank Plc. shall be precisely specified, clearly designating the subject of the power of attorney and the scope of authority
- d) place and date of the power of attorney
- e) signature of the authorizing party.

As regards the contents and form of the power of attorney, it is required that the power of attorney shall be formulated clearly, unambiguously and precisely, furthermore, the text shall be well readable, and may not contain any deletions, amendments, or corrections giving rise to doubts regarding the interpretation and authenticity of the text. The authorized party may not delegate the authorization to any third party, except delegation of authorization by an attorney in accordance with the provisions of the Act LXXVIII of 2017 on Legal Practice (hereinafter referred to as: Üttv.).

10. OTP Bank Plc. may reject orders which are based on such powers of attorney which do not comply with the requirements included in sections 7-9 above.

An authorized person may only be a natural person of legal age. OTP Bank Plc. is not obliged to verify the limited capacity or incapacity to act of the proxy, which is not clearly indicated in the power of attorney.

Due to the specific nature of the respective transaction, or to protect the rights and lawful interests of Clients, division business regulations may prescribe different formal requirements and inclusion of further content elements in the authorization.

The power of attorney given to an attorney pursuant to Section 34 of the Üttv. is for the purpose of legal representation, provided that the Bank may exercise the options under Section II/7 in this case as well.

11. The power of attorney shall terminate:

- a) if it is withdrawn by the Client,
- b) if the period specified in the power of attorney expires,
- c) if the Client dies,
- d) if the authorized party dies,
- e) in any other cases specified in the law and the agreement (Business Regulations)

The termination of the power of attorney is effective against OTP Bank Plc from the date on which OTP Bank Plc obtains knowledge of the circumstances giving rise to it.

12. Upon request of the Client, OTP Bank Plc. shall make available for viewing, on the premises of the bank open for Clients, the regulations on signing on behalf of a company, as well as the specimen signatures of employees acting on behalf of OTP Bank Plc. there.

13. Based on the provisions of Act XLIII of 2021 on the Creation and Operation of the Data Reporting Background for the Identification of Financial and Other Service Providers (hereinafter: Afad Act), OTP Bank Plc. refuses to execute a transaction more than HUF 4,500,000.000 initiated by a data provider with actual ownership data classified as "unreliable", based on the publication of the registry pursuant to Section 14 (1) of the Afad Act.

### **III. COOPERATION, INFORMATION, DOCUMENTS, NOTIFICATIONS**

1. OTP Bank Plc. and the Client shall cooperate appropriately in their contractual relations, and shall inform each other without delay about such facts and changes thereof which are significant for the banking transaction. During cooperation and information, OTP Bank Plc. considers the behavior of such Client who acts in a reasonably informed manner, with the attention and circumspection which can reasonably be expected in a particular situation.

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.

3. For any document certifying the existence of any right of fact, OTP Bank Plc. may request to make available an original deed dated not older than 30 (thirty) days.

4. OTP Bank Plc. accepts any authority license and authority certification latest by the expiry of the validity date included therein. Unless an agreement relating to the transaction, a division business regulation, or the Business Regulations explicitly provide otherwise, any authority certification not showing a validity date shall only be accepted by OTP Bank Plc. if it is not dated older than 30 (thirty) days.

5. OTP Bank Plc. only accepts documents in an original form or in a copy notarized by a notary public, and for any document it may request the Client to present the original copy or a notarized authentic copy of the document.

6. Unless an agreement relating to the transaction, a division business regulations, or the Business Regulations explicitly provide otherwise, document, instrument, declaration and notification shall be interpreted as a paper-based document. OTP Bank Plc. accepts electronic documents in the scope required by law, and in the manner as specified in the relevant division business regulations or individual agreement.

7. OTP Bank Plc. may request the Client (in the scope specified in the division business regulations) to produce a private document with a full probative force (*in Hungarian: teljes bizonyító erejű magánokirat*) provided for in Section 325 (1) points b)-e) of Pp.. In this case the document is acceptable, if

a) on the document two witnesses certify the signature of the person issuing the document,

- b) the signature or initials of the person issuing the document is certified by court or notary public,
- c) the document is signed by the authorized representative of a legal person, according to the applicable rules,
- d) the Bar member attorney or Bar member legal counsel certifies by properly countersigning the document prepared by them, that the document was signed by the issuer before them, or the issuer declared the signature as their own before them, on such document which was not written by the issuer.

The witnessed document shall include the expression “Előttünk, mint tanúk előtt” (“Before us, witnesses”) or an expression with equivalent meaning, the names and place of residence, or (if not available) place of stay, of the witnesses, in a readable form, and their own signatures.

8. Unless an international convention provides otherwise, OTP Bank Plc. shall only accept authentic instruments issued not in the territory of Hungary, and/or not under the jurisdiction of Hungary if diplomatic superlegalization is applied to them, or if in apostilled form in accordance with the provisions of statutory order no. 11 of 1973 on the promulgation of the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents concluded in the Hague on 5 October 1961.

9. If an international convention provides for the acceptance of documents issued abroad in a form different from that specified in section 8, OTP Bank Plc. shall examine the existence, effect and contents of the international convention with the assistance of the Client. In this respect, OTP Bank Plc. may request the Client to specify the international convention referenced by the Client, to certify that the personal, objective and time scope of the international convention is applicable to the case concerned, and to disclose for which documents the international convention requires to accept a document form different from that provided for in section 8.

10. For documents issued in a language other than the Hungarian language, OTP Bank Plc. may request the Client to produce a certified translation prepared by the Országos Fordító és Fordításhitelesítő Iroda (OFFI), or by a professional translator or professional translator/reviewer in Hungary, the costs of which shall be borne by the Client. Copy of the document certifying the professional translator and interpreter qualification shall be attached to the translation prepared by a professional translator or professional translator/reviewer.

11. Written legal statement by a person who cannot write or is unable to write shall only be valid if it is contained in an authentic instrument or a private document with full probative force in which the signature or handmark of the party making the statement is notarized by court or notary public, or on which countersigning by an attorney or signatures by two witnesses certify that the document was signed or handmarked by the party making the statement before them, or the party making the statement declared the signature or handmark as their own before them, on such document which was not written by the party making the statement. In case of a person who cannot read, or does not understand the language in which the document containing their written statement is prepared, for the validity of the written statement is it further required that from the

document it should be clear that the contents thereof was explained to the party making the statement by one of the witnesses or by the notarizing person.

12. OTP Bank Plc. may contact the Client by the following means, as defined in the agreement:

- a) in writing,
  - i. in mail, irrespective of method of delivery,
  - ii. by telefax,
  - iii. in e-mail,
  - iv. for electronic service agreements, in accordance with the notification rules pertaining to such agreements, as applicable,
  - v. by means of public announcement,
- b) orally,
  - i. by telephone,
  - ii. in the branch, including video connection established from the branch (remote professional service). The remote professional service is performed in accordance with the relevant information material, and voice recording is performed when used.

13. The Client may contact OTP Bank Plc. by means other than by mail only at their own risk, based on an explicit agreement to this effect, and only in the scope specified in the agreement. Notifications sent to the Client by OTP Bank Plc. in writing (excluding public announcements) shall be deemed to be made when the notification was received by the Client. Consignments sent in mail shall be sent by OTP Bank Plc. to the mailing address specified by the Client in all cases. If delivery by post failed due to the conduct of the contracting party (e.g. it is returned to the Bank since "addressee unknown", "moved away", "address unidentifiable", "receipt rejected", "failed to collect"), the delivery date is deemed to be the date of the delivery attempt. The date of dispatch may be certified with the post book of OTP Bank Plc., or an equivalent document issued by the post office. OTP Bank Plc. sends notifications issued in writing to the Client as a normal postal consignment, except for consignments for which the law provides otherwise. Contact by public announcement may occur by publishing in the press, in the branches of OTP Bank Plc. or on its website, in which case the public announcement shall be deemed to be notified on the date of publishing.

14. Unless otherwise provided for in the contract between the Client and OTP Bank Plc, the language of communication between OTP Bank Plc. and the Client shall be the Hungarian language. If the notification is sent 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 shall be defined in accordance with this General Business Regulations, further specific Business Regulations of OTP Bank Plc and the laws of Hungary.

15. During the business relationship, the Client shall continuously and independently ensure the interpretation and monitoring of the Hungarian language documents, in particular the documents published on the website of OTP Bank Plc. In the event that OTP Bank Plc sends certain notification to the Client (also) in a foreign language, the Hungarian



version shall prevail in the event of any discrepancy in interpretation between the Hungarian and foreign language versions of the given notification.

16. The Client who cannot read or is unable to read, and the Client who does not speak Hungarian, shall ensure, by establishing a Client relationship with OTP Bank Nyrt, and within the duration of such relationship, that the Client is continuously provided with the assistance and cooperation of a person who is able to interpret, understand and verify the documents sent, published or indicated by OTP Bank Nyrt to the Client.

17. OTP Bank Plc. informs its Clients about the complaint handling procedure in the Policy on Complaints constituting an Annex to the Business Regulations.

18. OTP Bank Plc. makes certain legal representations that do not require any other legal form by law and do not entail any commitment by placing the scanned signatures of the persons authorised to make such representation on the document.

19. OTP Bank Plc may hold a break in operation for a pre-planned interruption of its financial or ancillary financial service or any of its sub-activities on business days not exceeding four hours, or a bank holiday for a pre-planned interruption exceeding four hours, provided that the availability value of the service or sub-activity in question, as defined by law or in the business regulations, is not thereby violated. OTP Bank Plc is obliged to make the fact of the outage and the scope of services affected by the outage available at least seven days in advance, and the fact of the outage and the scope of services affected by the outage at least thirty days in advance, on the electronic information terminals available in the bank branches, as well as to announce it on its website and to inform Clients via its Internet banking service or mobile application service by direct message.

20. OTP Bank Plc. is not obliged to investigate the existence or death of the Client ex officio. OTP Bank Plc shall acknowledge the fact of the Client's death, upon presentation of the original and photocopy of the death certificate, a final court order declaring the death of the Client, a final court order establishing the fact of death, upon receipt of a request sent by a notary in the context of probate proceedings, a non-final order, on the day of delivery or presentation of the official document to OTP Bank Plc. OTP Bank Plc. shall not be liable for any damages resulting from the untruthfulness of the notification and/or the failure to produce the official documents. The Client's representative registered with OTP Bank Plc shall immediately notify OTP Bank Plc of the death of the Client as represented person. OTP Bank Plc shall not be liable for any damages resulting from failure to do so. OTP Bank Plc may, after having obtained credible knowledge of the death, take any measures that OTP Bank Plc is entitled to take under these General Business Regulations or any of its business division regulations.

21. OTP Bank Plc. does not comply with the representative's order after obtaining credible information about the fact of the Client's death. Before becoming aware of the fact of the Client's death, but after the date of the Client's death, all costs, damages and other obligations and legal consequences related to the fulfilment by OTP Bank Plc. of any provision initiated by the representative shall be borne by the heirs and the representative, therefore OTP Bank Plc. assumes no responsibility.

## 21. Specific requirements relating to anti-corruption expectations

### 21.1 For the purposes of these Rules:

"Banking Group" means the group of undertakings constituted by the Bank, its subsidiaries and all undertakings in which the Bank or its subsidiary has a controlling influence or a participation pursuant to the Hpt.

"Anti-Corruption Laws" means any applicable anti-bribery, corruption or money laundering laws, other binding regulatory, court or authority decisions or orders of any applicable jurisdiction, including but not limited to (a) the United Nations Convention Against Corruption (2005 Act CXXXIV), (b) the Treaty on the European Union, (c) the Treaty on the European Union, (c) of Article (2) of the Convention on the fight against corruption involving officials of the European Communities and officials of the Member States of the European Union, (d) (EU) Council Framework Decision (July 22, 2003) on the fight against corruption in the private sector (e) (EU) Council Decision 2008/852/IB (October 24, 2008) on an anti-corruption contact network, (f) Act C of 2012 on the Criminal Code, (g) on complaints, reports in the public interest, and abuses XXV. of 2023 on the rules related to its notification law, or the relevant provisions of the laws that supersede the listed laws at all times in force.

"Anti-Corruption Policy": the Bank's anti-corruption policy, which is available on the Bank's website: [https://www.otpbank.hu/static/portal/sw/file/Korrupcioellenes\\_Politika.pdf](https://www.otpbank.hu/static/portal/sw/file/Korrupcioellenes_Politika.pdf)

"Person performing a public function": (a) an officer, official or employee of a government or of any of its ministries, departments, agencies or bodies (legislative, administrative or judicial) assisting it in its work, (b) an officer, official or employee of a regional governmental body, (c) an officer, official or employee of a public international organisation; (d) a person acting in an official capacity or in a public capacity on behalf of or for the benefit of a government or a ministry, government department, public authority or an organisation assisting it, regional government body or public international organisation; (e) an officer of a political party (or a political party itself); (f) a candidate for government office; (g) an international organisation (e.g. (h) persons who have functional authority as officials but are not actually employed by the government; (i) consultants and special advisers to governments or public officials; and (j) officers and employees of state-owned enterprises and institutions (including business enterprises), including, inter alia, hospitals, health care facilities and universities.

21.2 The Client declares that he/she is aware of, complies with and fulfils the obligations set out in the Bank's Anti-Corruption Policy and the Anti-Corruption Laws and that he/she will enforce them with his/her employees, in case of legal entities or unincorporated organisations, and will endeavour to enforce them with his/her business Clients.

21.3 The Client shall immediately notify the Bank in writing if any charges are brought against the Client or, in the case of a legal entity or unincorporated entity, against a senior officer of the Client, for violation of the Anti-Corruption Laws.

### 21.4 The Client undertakes to:

(a) not to use any amount paid to it by the Bank or any member of the Banking Group or any other remuneration for any purpose in breach of the Anti-Corruption Legislation;

*b) not to make, or cause to be made, any offer, directly or indirectly, or to pay, or cause to be paid, any remuneration, payment or other payment to any person exercising a public function for the purpose of influencing or causing to be influenced a decision of a body exercising a public function;*

*(c) upon written request to that effect by the Bank, provide the Bank within 5 days with information on the use made by the Bank of remuneration or any other payment received from any member of the Bank Group.*

*21.5 The Bank shall be entitled to terminate with immediate effect any Contract entered into under the terms of the Business Regulations if the Client's declaration under the anti-corruption provisions of the Contract, at the time of making it or at any time during the term of the Contract with the Bank, is (a) incorrect, (b) untrue, or (c) misleading, or if the Client fails to comply with any of its obligations under the anti-corruption provisions of the Contract.*

#### **IV. INTERESTS, FEES, COMMISSIONS, COSTS**

1. The amount and due time of interests, commissions, fees and costs charged for the services of OTP Bank Plc. are contained in the agreement concluded with the Client, in the division business regulations pertaining to the transactions and supplementing the agreement, and in the public announcements published by OTP Bank Plc.

2. OTP Bank Plc. may modify any interest, fee or other contractual condition unilaterally, according to the provisions of the law, the division business regulations and the individual agreements.

3. The conditions for changing the interests, commissions, fees and costs effective on the date of concluding the agreement may be contained in the agreement, in the Business Regulations pertaining to the transactions and supplementing the agreement, or in the law.

4. The interests, commissions, fees and costs are due posteriorly on the last day of the calendar quarter, unless the law, the agreement, the public announcement, or the division business regulations provide otherwise. If for any reason the agreement expires or terminates during the quarter, the due date shall be this date.

5. In accordance with the law, OTP Bank Plc. shall also publish an annual percentage rate (*in Hungarian: teljes hiteldíj mutató*) (hereinafter referred to as: APR) in the Public Announcement. The APR is used for comparing the various credit offers, and for informing the clients, and in addition to interest, other costs related to the credit shall also be included when calculating it, therefore it shows the actual charges of the transaction as a percentage rate.

6. In accordance with the law, OTP Bank Plc. shall also publish the uniform deposit interest rate index (*in Hungarian: egységes betéti kamatláb mutató*) (hereinafter referred to as: EBKM) in the Public Announcement. The EBKM is used for comparing the various deposit offers, and for properly informing the Client. In addition to interest, compound interest shall also be included by the financial institution when calculating it, therefore it shows the actual interests of the transaction as a percentage rate.

7. In accordance with the law, OTP Bank Plc. shall also publish the uniform security yield index (*in Hungarian: egységes értékpapír hozam mutató*) (hereinafter referred to as: EHM), if it is required to do so by the law. The EHM is used for comparing the various security offers, and for properly informing the Client.

## V. PLACE AND DATE OF PERFORMANCE

1. Place of performance of the obligations arising during the contractual relations between OTP Bank Plc. and the Client shall be the specific organizational unit of OTP Bank Plc. which the Client concluded an agreement with, or any branch which may perform obligations relating to financial or investment service activity. For electronic services, the place of performance is the registered office of OTP Bank Plc.

2. The date of performance for any payments (e.g. deposits made in post offices, placement of deposits, repayment, etc.) to the credit of accounts kept by OTP Bank Plc. is the day when the cash arrives to OTP Bank Plc. or when it is deposited at the cash desk.

3. The Client shall notify its intention to withdraw on any day more than 5 million HUF cash at least two banking days before the day of withdrawal to the branch of withdrawal. Certain withdrawal branches may set a limit lower than the above.

## VI. CONFIDENTIALITY

1. OTP Bank Plc. shall consider to be bank secret or securities secret (depending on the nature of the transaction) and treat confidential all data, facts and information relating to the Client's person, data, wealth situation, business activities, economic activities, shareholdings and business connections, as well as to the balance and turnover of their account, and to their agreement concluded with the bank. In respect of such data of natural persons, the rules governing the protection of personal data are also applicable.

2. The confidentiality obligation shall bind, without limitation in time, all executives and employees of OTP Bank Plc., as well as all persons who were granted access to Client related information during their activities connected to OTP Bank Plc. in any way.

3. Bank secret and securities secret may only be disclosed any third person, if

- a) OTP Bank Plc. and the Client have agreed on this in an agreement, or
- b) the Client or their legal representative requests so by precisely specifying the scope of bank secret which may be disclosed in an authentic instrument or a private document with full probative force, or gives authorization in this respect; including this in an authentic instrument or a private document with

- full probative force is not necessary if the client provides such written statement during conclusion of the agreement with the financial institution, or
- c) the Client or their legal representative requests so by precisely specifying the data in the scope of securities secret which may be disclosed in an authentic instrument or a private document with full probative force, or gives authorization in this respect, or
  - d) this is necessary for OTP Bank Plc. in order to sell its outstanding receivables or enforce its overdue receivables against the Client, or
  - e) Hpt. provides exemption from the obligation of keeping the bank secret, or the Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations governing their Activities (hereinafter referred to as: Bszt.) provides exemption from the obligation of keeping the securities secret.

4. OTP Bank Plc. shall inform its Clients about the central credit information system (*in Hungarian: központi hitelinformációs rendszer*) in a public announcement, which is attached to the Business Regulations as appendix 4.

## **VII. PROTECTION OF PERSONAL DATA**

1. The provisions on personal data are set out in Sub-Annex 05 to these Regulations.

## **VIII. LIABILITY OF OTP BANK PLC.**

1. 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. However, OTP Bank Plc. shall not be liable for the authenticity, validity and contents of the documents.
2. 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.
3. OTP Bank Plc. shall inspect the documents presented for certifying personal identity, representation right or authorization with the diligence which can be expected. It shall not be held liable for the authenticity thereof, or if the fake or falsified nature thereof may not be recognised with diligent inspection. OTP Bank Plc. shall not be held liable for the consequences of fulfilling an order, if the fake or falsified nature thereof may not be recognized with diligent inspection which can be expected.
4. OTP Bank Plc. shall not be held liable for damages arising from orders of domestic or foreign authorities.

5. OTP Bank Plc. shall be liable for third persons as if it 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.

## IX. ORDERS

1. *The order shall clearly contain the object of the transaction and the data necessary for performing the order. With the order, the Client grants authorization that OTP Bank Plc. may transmit their indicated data to the beneficiary designated by them.*

2. If the Client requires the order to be performed at a certain time, or requires a performance different from general practice, they shall specifically indicate this for OTP Bank Plc. on the order. The Client shall submit the orders to OTP Bank Plc. in due time so that OTP Bank Plc. will have sufficient time for performance.

3. If the Client specifies the data necessary for performing the order incorrectly, incompletely or late, OTP Bank Plc. shall not be held liable for damages arising therefrom.

4. OTP Bank Plc. shall return the order if upon inspecting the order the incorrect data provision was recognizable, or the order was issued incompletely, and correction or supplement was not possible within a brief period.

5. Data or instructions included in the comments section of payment orders received to the debit of the Client are not inspected by OTP Bank Plc., and these are not relevant for its rights and obligations, since these are addressed to the payment recipient.

6. OTP Bank Plc. shall accept paper-based orders in the branches during the business hours, while electronically during the opening hours specified in the business regulations or public announcement for the respective electronic service. OTP Bank Plc. shall inform its clients on the business hours, the performance procedure for payment orders, as well as the changes thereof in a public announcement posted in the branches.

7. OTP Bank Plc. shall also inform its clients on the performance procedure for payment orders in an announcement.

8. Unless agreed otherwise, payment and clearing orders may be revoked or modified until performance is commenced.

9. OTP Bank Plc. shall reject orders which violate the law even if it has previously undertaken an obligation in an agreement to perform them. OTP Bank Plc. shall accept and perform orders relating to foreign cash and foreign currency according to the provisions of the law, as applicable.

10. OTP Bank Plc. shall perform orders given by the Client only if the appropriate funds for them as specified in the agreement or the respective division business regulations are available, in line of the nature of the order.

According to the provisions of the applicable law, the Client may specify the order in which the orders shall be performed. Unless instructed otherwise by the Client or the law, OTP Bank Plc. shall perform orders in the order in which those were received.

11. OTP Bank Plc. may, without the order of the Client, offset any of its credit institution receivables (from financial and investment service activities, as well as supplementary services) arising based on any legal title and in any currency in respect of and to the debit of any paying account (bank account) of the Client kept at OTP Bank Plc. (and not managed as segregated account for a specific purpose), including funds placed as deposit upon expiry. If sufficient funds for settling the receivable are not available in the respective currency, it may be converted into HUF receivable at the daily foreign currency ask rate.

12. OTP Bank Plc. shall inform its Clients on the performance of orders with account statement or by other appropriate means.

13. OTP Bank Plc. may involve a third party in performing the orders, if it deems necessary.

14. If OTP Bank Plc. involves a foreign country bank when performing the order, the liability for the foreign contributor is governed by international conventions and policies (customs).

## **X. PROVIDING SECURITY**

1. During the business relationship, OTP Bank Plc. may at any time and with respect to any of its receivables, irrespective of the conditions and due date of the Client's liabilities, require the Client to provide security or supplement any security already provided to the extent necessary to ensure the recovery of the receivables of OTP Bank Plc. The Client shall immediately arrange for the provision of collateral when prompted by OTP Bank Plc.

2. OTP Bank Plc. may decide at its own discretion, considering also the options available for the Client, what security it requires regarding the respective transaction, and at what value it accepts that item as a security. OTP Bank Plc. may apply especially the following legal securities to secure its receivables:

- 2.1. OTP Bank Plc. may apply especially the following legal securities to secure its receivables for agreements concluded before 15 March 2014:
- a) pledge
  - b) security deposit
  - c) suretyship
  - d) bank guarantee, bank surety
  - e) assignment.

2.2. OTP Bank Plc. may apply especially the following legal securities to secure its receivables for agreements concluded after 15 March 2014:

- a) pledge (including security deposit)
- b) suretyship
- c) guarantee

3. OTP Bank Plc. may suspend performing payment orders to the debit of the Client, and cease payments it would be obliged to make to the Client to the extent of its overdue receivables from the Client, subject to compliance with payment transaction related laws.

4. The Client shall ensure the maintenance, security and enforceability of assets and rights pledged as security for OTP Bank Plc.

4.1. If the security is an unspecified consumable or fungible asset that can be used in production or traded as a commodity in commerce, the Client shall replace any consumed or sold asset if the agreements were concluded before 15 March 2014.

5. OTP Bank Plc. may require the Client to conclude and maintain for a specific period certain insurance agreement as a prerequisite for performing the financial service.

6. If required by OTP Bank Plc. in the agreement governing the specific transaction, the Client shall insure in full value the assets pledged as security against all damages and specify in the insurance agreement or policy OTP Bank Plc. as beneficiary or if the agreements were concluded before 15 March 2014 the Client shall assign the insurance amount to OTP Bank Plc..

7. While the asset is pledged as security for the transaction, the Client may not amend or terminate the insurance agreement without the approval of OTP Bank Plc., and shall pay the insurance premium in due time according to the agreement. In case of failure to do so, OTP Bank Plc. shall pay the fee to the expense of the Client, and may terminate the agreement with immediate effect.

8. The Client shall deliver the insurance policy to OTP Bank Plc. when prompted by it.

9. OTP Bank Plc. may use the insurance amount assigned to it or paid to it to decrease the debt of the Client even before its receivables fall due, if the Client fails to reinstate the assets.

10. If the Client fails to perform its obligations when due, OTP Bank Plc. may enforce any of its rights arising from the security in accordance with the applicable law so as it best serves the recovery of banking receivables; if possible, after consulting with the Client in advance, and considering the interests of the Client.

11. The agent of OTP Bank Plc. may at any time verify, even on the spot, the existence of the securities, and whether the Client complies with their obligations relating to the securities.

12. If exercising any right or enforcing any receivable serving as security falls due during the pledge period, OTP Bank Plc. may exercise the right or enforce the receivable; and



may use the amount recovered, at its own discretion, to decrease the debt of the Client or treat it as security. Upon the request of OTP Bank Plc., the Client shall arrange for the payment to be made to OTP Bank Plc.

13. OTP Bank Plc. shall release the security if it considers that the security is no longer necessary for securing its receivables.

14. All costs relating to the provision, maintenance, management and enforcement of the securities are borne by the Client.

<p style="text-align: center;"><b>XI. PAYMENT ACCOUNTS</b> <b>(FOR AGREEMENTS CONCLUDED BEFORE 15 MARCH 2014)</b></p>
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1. OTP Bank Plc. shall open and keep a payment account for the Client to manage its payment transactions. The payment account is used for performing payment transactions.

2. The Client may open a payment account in the scope of its regular business activity, in order to manage its payment transactions, based on its obligation provided for in an act.

3. A deposit account opened based on a deposit agreement does not qualify as a payment account. The deposit account is for placing deposits. For deposit accounts, deposit document is not issued.

4. All payment accounts opened at OTP Bank Plc. bear the name of the Client (Account Holder), and are assigned a bank account number (account number).

5. The payment account balance is decreased by payments performed by OTP Bank Plc. to the debit of the account receivables of the Account Holder, and increased by amounts collected to the credit of the Account Holder and payments otherwise received to the benefit of the Account Holder.

6. Any dispositions over the payment accounts of the Client are accepted by OTP Bank Plc. only from the Client, unless the law or the agreement between the contracting parties or the division business regulations explicitly provides otherwise, or unless the Client has granted a power of attorney to a third party to dispose over their paying account.

The Client shall notify OTP Bank Plc. in a written notification about the power of attorney to dispose over their payment account, prescribed in the way registered with OTP Bank Plc. The notification shall clearly indicate the contents and effective period of the power of attorney.

7. The Client may dispose over the payment account in a paper-based format in writing, using the appropriate form implemented for this purpose, by clearly indicating their name and by the signature of the persons authorized to dispose over the payment account.

8. OTP Bank Plc. shall inform the Client via an account statement about amounts written to the credit and debit of the payment account, as well as about the balance of the

payment account. An account statement does not carry the legal effects attaching to the current account balance.

9. In order to rectify any incorrectly credited item on the payment account, or enforce its due receivables arising in the scope of account keeping against the Account Holder, OTP Bank Plc. may debit the paying account.

10. The parties may terminate the payment account agreement concluded between them with 30 days notice in writing, unless the division business regulations provide otherwise.

11. In case of termination or expiration of the payment account agreement, the parties shall make a settlement with each other. In case of termination, the receivables recorded become due, and the Client shall release OTP Bank Plc. from any obligations which it undertook in the interest of, or under instructions by the Client. If it is not possible to release OTP Bank Plc. from the obligations, the Client shall provide security as determined by OTP Bank Plc.

<b>XII. BANK ACCOUNTS (FOR AGREEMENTS CONCLUDED BEFORE 15 MARCH 2014)</b>
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1. OTP Bank Plc. shall open a bank account for the purpose of registering the Client's funds and processing his payment transactions. In addition to a payment account, OTP Bank Plc. also agrees to open and manage other types of accounts (e.g. separate, deposit, current, savings, etc.). A retail current account opened by OTP Bank Plc is not considered a payment account.

2. All bank accounts opened at OTP Bank Plc. bear the name of the Client as the account holder, and are assigned an account number.

3. Any dispositions over the bank accounts of the Client are accepted by OTP Bank Plc. only from the Client, unless the law or the agreement between the contracting parties or the division business regulations explicitly provides otherwise, or unless the Client has granted authorization to a third party to dispose over their bank account.

4. The Client shall notify OTP Bank Plc. in a written notification about the power of attorney to dispose over their bank account, prescribed in the way registered with OTP Bank Plc. The notification shall clearly indicate the contents and effective period of the power of attorney.

5. The Client may dispose over the bank account in a paper-based format in writing, using the appropriate form implemented for this purpose, by clearly indicating their name and by the signature of the persons authorized to dispose over the bank account.

6. OTP Bank Plc. notifies the Client of the balance of the bank account and the transactions (debits, credits) on the bank account by means of a bank account statement.

7. If the Client does not comment on the bank account statement in writing within 60 days of delivery thereof, OTP Bank Plc. considers that the Client has accepted its contents.

8. The parties may terminate the bank account agreement concluded between them with 30 days notice in writing, unless the division business regulations provide otherwise.

9. In case of termination, the balance of the bank account and the receivables recorded become due, and the Client shall release OTP Bank Plc. from any obligations which it undertook in the interest of, or under the order of the Client. If it is not possible to release OTP Bank Plc. from the obligations, the Client shall provide security as determined by OTP Bank Plc.

### **XIII. PLACEMENT OF DEPOSITS AND DEPOSIT INSURANCE**

1. When placing a deposit, the Client provides a certain cash amount to OTP Bank Plc. subject to the condition that on a certain future date (or, on demand deposits, upon the request of the Client) OTP Bank Plc. shall return the cash amount and pay interest or other return (hereinafter collectively referred to as: interest) on the cash amount, or, for lottery savings deposits, provide a prize based on the result of the drawing.

2. Detailed rules for public duties payable on the interest of placed deposits are contained in a separate Public Announcement.

3. Receivables pertaining to deposited amounts based on bank account agreement, deposit agreement and paying account agreement, to payment of the interest, as well as to providing the prize drawn does not lapse.

4. Placement of deposits may occur via order, agreement, deposit book or other instrument to this effect.

5. The Client shall keep the amount placed as deposit at OTP Bank Plc. as deposit for the period undertaken in the agreement. Violation of this obligation may result in the partial or total loss of interest accrued.

6. Interest shall be calculated by OTP Bank Plc. as from the date when the deposit amount was placed. The last interest day is the day preceding the maturity/withdrawal of the deposit.

7. Only natural persons can place savings deposits.

8. The types of various deposits which may be placed at OTP Bank Plc., and the general rules and conditions of placing thereof are governed in separate division business regulations.

9. Funds placed at OTP Bank Plc. under specific names (deposits) are insured by the National Deposit Insurance Fund (*in Hungarian: Országos Betétbiztosítási Alap, OBA*) according to the act on Credit Institutions and Financial Enterprises (Hpt.). OBA insurance is signified by the OBA logo found in the deposit public announcements of the respective business division.

According to the Hpt., from 1 January 2021, only deposits whose holder has been identified by OTP Bank Plc. in accordance with the Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing (hereinafter referred to as: Pmt.) will be considered as registered deposits. OTP Bank Plc. identifies the holder of the registered deposit with the following identification data according to the Pmt.:

9.1. in case of a natural person:

- a) surname and first name,
- b) surname and first name at birth,
- c) nationality,
- d) birth place and date,
- e) mother's birth name,
- f) address, if no address, place of stay:
- g) type and number of personal identification document;

9.2. In the case of legal persons or organisations without legal personality (e.g. condominiums, housing cooperatives):

- a) name, abbreviated name,
- b) registered office, for enterprises with a registered office abroad address of Hungarian branch, where applicable,
- c) main activity,
- d) authorized representative (name and title),
- e) if applicable, details of delivery agent pursuant to Section 9.1 a) and f),
- f) in the case of a legal person registered by a court of registration, its company registration number, and in the case of other legal persons, the number or registration number of the decision (if any) creating it (registration, incorporation),
- g) tax number.

9.3. As of 1 January 2021, OTP Bank Plc. registers the identification data of the depositor according to the Pmt., as such are defined in sections 10.1. and 10.2. in order to clearly establish the right to indemnification.

10. Insurance provided by OBA does not cover deposits made by:

- a. budgetary organs,
- b. local governments,
- c. insurance and reinsurance companies, voluntary mutual insurance funds and private pension funds,
- d. investment funds, investment fund managers
- e. the Pension Insurance Fund and its management bodies and the pension insurance administration agency,
- f. extra-budgetary fund,
- g. financial institutions, and payment institution,
- h. the National Bank of Hungary (*in Hungarian: Magyar Nemzeti Bank*) (MNB),
- i. investment enterprises, members of the stock exchange and commodity dealers,

- j. compulsory or voluntary deposit insurance, institution and investor protection fund, as well as Pension Guarantee Fund,

and the foreign equivalents of the deposit-holders listed above.

11. Insurance provided by OBA does not apply to deposits for which a court has established in a final judgment that the amount deposited therein originates from money laundering, the regulatory capital of the credit institution, the debt securities and bills of exchange issued by the credit institution.
12. Contrary to point XII. 10. a. and c., insurance provided by OBA covers deposits made by local governments and by budgetary organs established by local governments, if the budget total of the local government does not exceed five hundred thousand EUR according to the figures of the financial statements for the second year preceding the current year.
13. The HUF amount for the limit specified in point XII.12. is determined by OTP Bank Plc. based on the official foreign exchange rate published by the MNB acting in its central bank authority, effective on the last working day of the second year preceding the current year.
14. Insurance provided by OBA also covers deposits according to point XII.12., placed before 2 July 2015.
15. Exclusion of the credit institution or termination of the membership shall not affect the insurance for deposits placed at OTP Bank Plc. during the membership period, nevertheless, after the termination of the membership of the credit institution OBA shall not pay compensation for deposits which are covered by deposit insurance of other countries.
16. Upon personal request of the Depositor, OTP Bank Plc. shall prepare a statement on deposits insured by OBA and kept under the name of the Depositor, based on the Hpt. and with the contents specified by the OBA. The statement shall contain, based on items received and processed by time of the data query, the principal amount of the deposit and the gross interest accrued by the date of the data query.
17. Based on Hpt., as from 3 July 2015, OTP Bank Plc. shall make available to the Depositor a general Information Brochure on deposit insurance upon concluding new agreements, as well as once a year, in the same way as the account statement is made available. (Hpt. Annex 6, document entitled "Information for depositors"). If account statement is not provided, the Depositor may request the document in the branch.
18. In case of compensation by OBA
  - a/ Person entitled to compensation: the Depositor, that is, the holder of the deposit.

- b/ If the Depositor is not the same person as the beneficiary, the deposit insurance amount is due to the beneficiary, unless a contractual agreement provides otherwise.
- c/ From the frozen deposit, OBA shall pay to the Depositor first the principal, then the interest amount in HUF as compensation, up to a limit of a HUF amount equivalent to 100 thousand EUR cumulated per person and per credit institution. For determining the maximum of the payment limit, as well as converting foreign currency deposits into HUF occurs at the official foreign exchange rate published by the MNB as effective on the date preceding the start date of indemnification as such is defined in Section 217 (1) of the Hpt.
- d/ As from 3 July 2015, the Depositor may be entitled to a compensation amount higher than that specified in point c., subject to the conditions provided for in the Hpt. After a limitation period of 5 years from the day following the expiry of the indemnification period, the person entitled to indemnification may not claim payment of the indemnification from the OBA.
- e/ OBA shall perform the disbursement of the compensation amounts according to the deadline specified in the Hpt.
- f/ If the combined amount of principal and interest exceeds the compensation limit, then the principal shall have priority for disbursement.. Lottery deposits (motor vehicle lottery deposit) are considered at nominal value.
- g/ deleted
- h/ If the Depositor has any liability towards OTP Bank Plc. which became overdue before the start date of compensation as specified in Hpt. 217. § (1), OTP Bank Plc. exercises its offset right when calculating the compensation amount.
- i/ For the purposes of the compensation limit, any deposits placed by the same person as sole entrepreneur and as private person qualify as separate deposits.
- j/ No indemnification can be paid for a deposit that has been charged with money laundering until the criminal proceedings have been concluded by a final and enforceable court decision.

19. Irrespective of the limit, the State is liable for payments made before 30 June 1993 into deposits placed based on deposit agreements concluded before 30 June 1993 and secured with state guarantee (liability), as well as for the interests thereof.

20. Withdrawals from deposits are always made from amounts placed earliest. This means that if a deposit contains both amounts guaranteed by the state and amounts insured by OBA, the withdrawals always decrease the deposit guaranteed by the state. In case of transfers with legal continuity, deposits retain their guarantee, thus deposits guaranteed by the state remain guaranteed by the state.

21. Bearer deposits become insured by OBA when converted into registered deposits, in accordance with the requirements of deposit insurance.

22. OTP Bank is fully liable with all its assets for repayment of all deposits placed at OTP Bank Plc. and the interest thereof.

23. Rules governing deposit accounts opened based on deposit agreement concluded after 15 March 2014:

- 23.1. OTP Bank Plc. shall open and manage a deposit account for the Client (Depositor) for placing deposits.
- 23.2. All deposit accounts opened with OTP Bank Plc. bear the name of the Depositor, and are assigned an account number.
- 23.3. Any dispositions over the deposit amount placed are accepted by OTP Bank Plc. only from the Client, unless the law or the agreement between the contracting parties or the division business regulations explicitly provide otherwise, or unless the Client has granted a power of attorney to a third party to dispose over their deposit account.
- 23.4. The Client may dispose over the deposit account in a paper-based format in writing, using the appropriate form implemented for this purpose, by the signature of the persons authorized to dispose over the deposit account.
- 23.5. OTP Bank Plc. shall inform the Client via an account statement about amounts written to the credit and debit of the deposit account, as well as about the balance of the deposit account.
- 23.6. In order to rectify any incorrectly credited item on the deposit account, or enforce its due receivables arising in the scope of account keeping against the Depositor, OTP Bank Plc. may debit the deposit account.
- 23.7. In case of termination or expiration of the deposit account agreement, the parties shall make a settlement with each other.

<b>XIV. CREDIT TRANSACTIONS (FOR AGREEMENTS CONCLUDED AFTER 15 MARCH 2014)</b>
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1. Based on a facility agreement, OTP Bank Plc. shall keep a credit limit available to the client, and shall conclude loan agreement or other agreement pertaining to other credit transactions within the amount kept available.

2. Among other credit transactions, OTP Bank Plc.:

- a) may grant guarantee,
- b) may undertake suretyship,
- c) may purchase debt securities or other securities,
- d) may discount checks or other debentures,
- e) may purchase receivables,
- f) may perform financial leasing transactions, or
- g) may perform other credit transactions specified in the facility agreement.

3. The general rules governing the specific credit transactions are contained in the separate division business regulations of OTP Bank Plc.

4. OTP Bank Plc. may terminate the facility agreement in the cases provided for in 6:382. § (4) of the Civil Code (new Ptk.) or in the agreement. The termination may occur with immediate effect.

5. OTP Bank Plc. may terminate the facility agreement or other agreement pertaining to credit transaction in the cases provided for in 6:387. § (1) and (2) of the Civil Code or in the agreement. The termination may occur with immediate effect.

6. OTP Bank Plc. may specify as a prerequisite for the credit transaction that the Client shall report all its bank accounts, payment accounts kept with other credit institutions and/or payment service provider and/or any other business interests; or that during the term of their liability the Client shall periodically provide OTP Bank Plc. with its business end-of-year or interim balance sheets. Before providing the credit and during its term, OTP Bank Plc. may and shall obtain information on the wealth, business results and expected development of the borrower, and/or the surety or person providing other security, the value and enforceability of securities securing the receivables from the Client.

7. The Client may at any time terminate the agreement pertaining to credit transaction with immediate effect, simultaneously settling all its debts.

8. OTP Bank Plc. may require the Client to include in an authentic instrument the agreement pertaining to the credit transaction and the security agreements related to it, as well as the statement made by the Client acknowledging their debt.

9. OTP Bank Plc. has submitted itself mandatorily to the Code of Conduct, which is declared for fair conduct, in respect of clients, of financial organizations providing retail credit.

<b>XV. CREDIT TRANSACTIONS (FOR AGREEMENTS CONCLUDED BEFORE 15 MARCH 2014)</b>
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1. OTP Bank Plc. carries out credit transactions on the basis of a facility agreement or other ad hoc agreement for a credit transaction.

2. OTP Bank Plc. may terminate the facility agreement or other agreement for a credit transaction in the cases provided for in Section 525 of the Civil Code or in the agreement. The termination may occur with immediate effect.

3. The following conduct of the Client is considered as a serious breach of contract by OTP Bank Plc. as grounds for immediate termination:

- a) breach of the obligation to cooperate and provide information,
- b) termination of the bank account agreement,
- c) provision of false information, concealing of data or otherwise misleading OTP Bank Plc., if these influenced the conditions for granting the loan,
- d) breach of security-related provisions.

The loan agreement and other agreements relating to the loan transaction may also specify other grounds for immediate termination, depending on the nature of the transaction.



4. OTP Bank Plc. is entitled to terminate the facility agreement or other ad hoc agreement relating to the loan transaction with immediate effect if the purpose for which the loan was granted fails.

5. OTP Bank Plc. may specify as a condition for granting a facility that the Client must report all its bank accounts, paying accounts kept with other credit institutions and/or payment service provider and/or any other business interests; or that during the term of their liability the Client is required to periodically provide OTP Bank Plc. with its business end-of-year or interim balance sheets. Before providing the loan and during its term, OTP Bank Plc. is entitled and obligated to obtain information on the wealth, business results and expected development of the borrower, and/or the surety or person providing other security, the value and enforceability of the ancillary obligations securing the loan receivables.

6. The Client has the right to terminate the facility agreement or other agreement pertaining to the credit transaction with immediate effect at any time, provided that it simultaneously settles all its liabilities.

7. OTP Bank Plc. may require the Client to include in an authentic instrument the agreement pertaining to the credit transaction and the security agreements forming an annex thereto, as well as the statement made by the Client acknowledging their debt.

8. Among the credit transactions, OTP Bank Plc.:

- a) maintains a credit line at the Client's disposal for a specified period of time on the basis of a facility agreement,
- b) grants a current account loan,
- c) disburses a bank loan,
- d) provides a bank guarantee,
- e) undertakes bank suretyship,
- f) grants a retail loan,
- g) purchases debt securities,
- h) discounts checks or other debentures,
- i) purchases receivables,
- j) performs financial leasing transactions.

9. The general rules governing the above credit transactions are contained in the separate division business regulations of OTP Bank Plc.

10. OTP Bank Plc. has submitted itself mandatorily to the Code of Conduct, which is declared for fair conduct, in respect of clients, of financial organizations providing retail credit.

<b>XVI. TRANSACTIONS RELATED TO INVESTMENT SERVICE ACTIVITIES</b>
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1. OTP Bank Plc. as a universal credit institution undertakes to perform the following transactions for its Clients relating to investment service activity and supplementary services based on a relevant agreement to this effect:

- a) taking up and forwarding orders,
- b) executing orders to the benefit of the client,
- c) dealing on own account,
- d) portfolio management,
- e) investment advisory,
- f) placement of financial asset with obligation to purchase an asset (security or other financial instrument) (underwriting guarantee)
- g) placement of financial asset without the obligation to purchase an asset (financial asset)
- h) custodian safekeeping and registration of financial asset, and managing of related client account,
- i) safe custody services relating to securities for the account of clients, including the safekeeping and administration of printed securities for the account of clients,
- j) providing investment credit,
- k) advisory and services pertaining to capital structure, business strategy and related issues, as well as mergers and acquisitions
- l) investment analysis and financial analysis,
- m) services related to subscription guarantee.

2. The effect of investment service activities division business regulations covers also the following transactions and activities:

- a) Securities loan according to Tpt.,
- b) Intermediary activity according to Bszt.

3. OTP Bank Plc. undertakes to perform transactions related to investment service activity for its Clients in respect of all financial assets designated in the Bszt.

4. The types of transactions subject to investment service activity or supplementary service, which may be concluded with OTP Bank Plc., as well as the general rules and conditions thereof are governed by the relevant business regulations, their annexes and the public announcements referenced in these.

## **XVII. FOREIGN CASH AND FOREIGN CURRENCY TRANSACTIONS, INTERNATIONAL PAYMENTS AND SETTLEMENTS**

1. OTP Bank Plc.

- a) shall apply the official foreign exchange rate published by the MNB in all cases where it is mandatorily required by law or authority regulation,
- b) in those cases where application of the official exchange rate is not mandatory, OTP Bank Plc. shall apply the exchange rate generated by it independently,
- c) OTP Bank Plc. shall only keep cash inventory in the foreign cash types included in the conditions list (Public Announcement) published by it, as applicable,

- d) the Client shall notify its intention to withdraw foreign cash in excess of the amount qualifying as cash withdrawal application of significant amount, at least two banking days before the day of withdrawal at the branch of withdrawal. Information on value limits qualifying as cash withdrawal application of significant amount may be obtained from the branch of withdrawal.
2. Foreign cash which is counterfeit, counterfeited, or appears to be counterfeit or counterfeited shall be seized by OTP Bank Plc. along with preparing a protocol and issuing a confirmation of receipt, and shall immediately arranged to be sent to the National Bank of Hungary (*in Hungarian: Magyar Nemzeti Bank*).
3. OTP Bank Plc. shall not bear any damages arising from exchange rate fluctuations occurring when performing orders.
4. International transactions are subject to international conventions and regulations (customs). These include, without limitation, the "Uniform Rules for Collections" and "Uniform Customs and Practice for Documentary Credits" issued by the International Chamber Of Commerce.

## **XVIII. BANK CARD AND CHECK SERVICE**

1. OTP Bank Plc. shall issue a bank card or check for the Client as account holder or for natural persons authorized by the Clients as account holder(s) subject to meeting the published criteria.
2. Turnover by check may occur in HUF or in a certain foreign cash type depending on the nature of the related account.
3. Terms and conditions governing bank cards are included in a separate business regulations.

## **XIX. DEPOSIT**

1. The Client may place a deposit with OTP Bank Plc. under and according to the specified conditions, which the Bank will keep securely.

## **XX. SAFE MANAGEMENT**

1. The Client may rent a safe with OTP Bank Plc. in consideration for a fee.

## **XXI. AMENDMENT OF THE BUSINESS REGULATIONS**

1. OTP Bank Plc. may amend the Business Regulations unilaterally, if the provisions of the individual agreement covering the transaction, or of the division business regulations clearly allow OTP Bank Plc. to unilaterally amend the conditions of the agreement in a separate section under certain conditions or circumstances specified. Furthermore, OTP Bank Plc. may amend the Business Regulations unilaterally, if it is required to do so by a final court judgment, or authority resolution, if this is required by any legal provision, or if the amendment is not detrimental for the Client.

2. OTP Bank Plc. shall notify its Clients of any amendment of the Business Regulations in the cases specified in the Hpt. at least 15 or 60 days before it takes effect, in the form of a public announcement. If the Client makes no observations or raises no objections by the effective date, they shall be deemed to have accepted the amendment.

If, due to the amendment of the Business Regulations, the Client no longer wishes to use the services of OTP Bank Plc., they may terminate the agreement concluded with OTP Bank Plc. with 30 days notice, unless the relevant division business regulations or the agreement specify a different deadline.

## **XXII. SETTLEMENT OF DISPUTES**

1. OTP Bank Plc. and the Client shall pursue to settle any disputes that may arise between them amicably.

2. If this procedure would not lead to a result, the Hungarian courts shall have jurisdiction in any disputes that may arise between OTP Bank Pl. and the Client in connection with or arising from any services subject to the Business Regulations or any contract concluded between OTP Bank Plc and the Client in connection with such services, unless otherwise provided by law or by a mandatory provision of an international agreement or an individual agreement concluded with the Client.