



OTP Bank Plc.

**Business Regulations
Digital Private Banking Business Branch**

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

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

On the date these Business Regulations enter into force, the Business Regulations of the Digital Private Banking Business Branch valid from 10 October 2022 shall be repealed.

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

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

I. DEFINITIONS

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

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

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

Consolidated Portfolio Report: a document containing the consolidated balances of the Business Customer's payment and securities accounts with the Bank. The Business Customer will see the current value of their invested and at sight savings and loan portfolio together. The Consolidated Portfolio Report is provided for information purposes only and does not replace the prior and subsequent information about the financial and supplementary financial, investment and supplementary investment services the Bank is required to provide pursuant to the mandatory laws.

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

Announcement: Announcement about the applicable interest rates, fees and charges of the Digital Private Banking Business Branch

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

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

Packaged retail investment products: has the meaning set out in the Business Regulations of the Investment Services Business Branch.

Civil Code: Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

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

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

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

Distance Marketing Act: Act XXV of 2005 on the Distance Marketing of Consumer Financial Services.

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

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

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

Commission Delegated Regulation (EU) 2017/565: COMMISSION DELEGATED REGULATION (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive.

II. DIGITAL PRIVATE BANKING CONTRACTUAL RELATIONSHIP

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

The Digital Private Banking contractual relationship provides access for the Digital Private Banking Business Customers to the Bank's financial and supplementary financial, investment and supplementary investment and insurance brokerage services through the products and processes available via the channels specified in the Business Regulations.

With the Digital Private Banking service, personal contact is available at the retail bank clerks with or without an appointment during the opening hours of the OTP branch.

The range of services provided under the Digital Private Banking relationship and their fees are available in the current Business Regulations, the Announcement, the Product Contracts and the Basic Contract.

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

II.1.1. Under the Digital Private Banking contractual relationship, the Business Customer

II.1.1.1. is entitled to use the Digital Private Banking services set out in Section III of the Business Regulations, and

II.1.1.2. shall pay the fees set out in the Announcement, and

- II.1.1.3. shall fulfil the obligations set out in the Basic Contract, the individual Product Contracts and the documents forming an integral part thereof.

II.2. Conditions for the conclusion of the Basic Contract

II.2.1. The Bank shall conclude a Basic Contract with a Business Customer who meets the following conditions:

- II.2.1.1. has a private banking or prestige private banking basic contract with the Bank, and meets all of the following conditions:
 - II.2.1.1.1. has a HUF retail payment account with the Bank which is not blocked at the time of the transfer,
 - II.2.1.1.2. has an active Consolidated Securities Account or a Long-Term Investment Account or a Retirement Savings Account with the Bank
 - II.2.1.1.3. can be contacted through e-mail and mobile phone,
 - II.2.1.1.4. has concluded the telephone service addendum for the private banking or prestige private banking basic contract for the purpose of placing orders via the telephone service
 - II.2.1.2. has a contract for the retail OTPdirekt online banking service,
 - II.2.1.3. has the communication addendum to the private banking or a prestige private banking basic contract for the use of the communication service package, under which they will use the following services:
 - II.2.1.3.1. Access to the electronic Consolidated Portfolio Report via the OTPdirekt online banking interface,
 - II.2.1.3.2. One Consolidated Portfolio Report per year via SMS message,
 - II.2.1.3.3. Service for sending a card activation SMS message.
 - II.2.1.4. when concluding the Basic Contract via the OTPdirekt online banking channel or on paper (in writing), the Business Customer confirms that they are acting on their own behalf when opening the bank account,
- II.2.2. The fulfilment of the conditions of Point II.2.1 by the Business Customer does not create an obligation on the part of the Bank to enter into a contract.

II.3. Establishing the Digital Private Banking contractual relationship

- II.3.1. The Digital Private Banking contractual relationship between the Bank and the Business Customer is established by the conclusion of the Basic Contract. The Basic Contract may be concluded via the OTPdirekt online banking service or in writing, as specified in Point II.5.
- II.3.2. The Basic Contract is a standard amendment to the Business Customer's private banking or prestige private banking basic contract. Upon conclusion of the Basic Contract, the Business Customer may no longer use the services provided under the private banking or the prestige private banking basic contract, and the Bank will provide the Digital Private Banking service instead.
- II.3.3. The Bank shall provide the Business Customer the benefits and associated services under the Digital Private Banking contractual relationship no later than the banking working day following the conclusion of the Basic Contract.
- II.3.4. The Basic Contract is concluded for an indefinite period.
- II.3.5. Multiple Business Customers may only enter into a Digital Private Banking contractual relationship, if prior to the establishment of (entry into) the Digital Private Banking contractual relationship the account indicated in the Basic Contract already had multiple Business Customers as (co-)owners and each Business Customer meets the conditions set out in Point II.2.1. Once the Digital Private Banking contractual relationship has been established, no new co-owners may be connected to the account. In case of multiple Business Customers, the Business Customers shall have the same rights and obligations under the Digital Private Banking contractual relationship. The Business Partners are entitled to amend the Basic Contract with a joint agreement, with the exception of the termination of the Digital Private Banking contractual relationship. The Business Customers may only terminate their Digital Private Banking contractual relationship with respect to themselves, and this termination is subject to the Business Customer waiving all ownership right of the account indicated in the Basic Contract (by fulfilling the conditions set out in Point V/4. 3. of the Payment Business Regulations). The Business Customers are entitled to dispose of the payment account in the manner notified to OTP Bank Plc, in accordance with the provisions of the account contract and the Payment Business Regulations.

II.4. Conclusion of the Basic Contract via the OTPdirekt online service

- II.4.1. The Bank and the Business Customer agree that the Bank and the Business Customer are entitled to make the necessary contractual declarations for the conclusion of the Basic Contract electronically via the OTPdirekt online service.
- II.4.2. The steps for the conclusion of the Basic Contract via the OTPdirekt online banking service are as follows:
 - II.4.2.1. The Bank shall display a notification to Business Customers in the process of concluding a Basic Contract that the Basic Contract may be concluded on the OTPdirekt online banking platform. The Business Customer needs to log in to the OTPdirekt online banking service to see the notification.
 - II.4.2.2. Through the link in the notification, the Business Customer can start the process of concluding the Basic Contract, during which the Bank will provide the required prior information.
 - II.4.2.3. The Bank shall display the content of the contract before it is concluded. The Business Customer will be able to verify their information and will receive the required prior information about the Digital Private Banking service, the data management, the contractual conditions, as well as other data and information required by the Distance Marketing Act.
 - II.4.2.4. The Business Customer accepts the documents using the Mobile Signature (so-called two-channel validation) used on this platform.

- II.4.2.5. The Bank shall confirm the receipt of the Business Customer's contractual declaration immediately through the OTPdirekt online service. The Business Customer shall not be bound by the offer and shall not be obliged to conclude the Basic Contract, if the confirmation is not received by the Business Customer without delay.
- II.4.3. A contractual declaration made through the OTPdirekt online service shall become effective when it becomes available to the other party.
- II.4.4. The Bank shall record the concluded Basic Contract and the information and documents generated during the conclusion of the contract, which shall be made available to the Business Customer through the OTPdirekt online service under the menu option titled Account Statements, Contracts, Other Documents.
- II.4.5. The financial and supplementary financial, investment and supplementary services provided by the Bank to the Business Customer under a Private Banking or Prestige Private Banking Basic Contract, as amended by the Basic Contract, will be available to the Business Customer with the Digital Private Banking Service after the conclusion of the Basic Contract in accordance with the Digital Private Banking Business Regulations and Announcement.
- II.4.6. The login identification and bank card codes of the Business Customer for the services provided under the Private Banking or Prestige Private Banking Basic Contract, which was amended by the Basic Contract, shall remain unchanged.
- II.4.7. The Basic Contract concluded through the OTPdirekt online banking service shall be considered a written contract.
- II.4.8. Within the 14-day withdrawal (termination) period from the date of the conclusion of the contract or from the date set out for the cases mentioned in Point II.10.4.1.–II.10.4.4., the Bank may only start the performance of the contract with the express consent of the Business Customer. If the Business Customer gives their express consent to starting the performance of the contract within the 14-day withdrawal (termination) period after the conclusion of the contract, the Bank shall commence the performance of the Basic Contract on the next working day following the conclusion of the contract.
- II.4.9. If the process of concluding the Basic Contract through the OTPdirekt online banking service is interrupted due to a technical error or for any other reason, the Business Customer may re-initiate the conclusion of the Basic Contract through the OTPdirect online banking service until the conditions set out in Point II.2.1. are met or the Basic Contract is concluded. For questions regarding the conclusion of the Basic Contract, please contact the Digital Private Banking advisors via telephone.
- II.4.10. At the request of the Business Customer, the Bank shall make the contractual conditions available to the Business Customer in paper form at any time during the term of the Basic Contract.

II.5. Conclusion of the Basic Contract by the signature of the parties

- II.5.1. If it is not possible to conclude the Basic Contract via the OTPdirekt online banking service (technical problems, obstruction of the OTPdirekt online banking process), then the conclusion of the Basic Contract may be initiated in person at the private banking or prestige private banking advisor.
- II.5.2. The Business Customer may submit the signed Basic Contract form to the private banking or prestige private banking advisor in person, this constitutes an offer by the Business Customer to establish the Digital Private Banking contractual relationship, but does not create any obligation on the part of the Bank to enter into a contract.
- II.5.3. Upon the receipt of the form, the Bank shall immediately examine the Business Customer's offer to enter into a contract and, if the Bank agrees, the Bank shall sign it, at which time the Basic Contract shall enter into force and a Digital Private Banking contractual relationship shall be established between the Parties. If the Bank does not agree with the offer, the Bank may reject the offer of the Business Customer without any justification, and shall immediately inform the Business Customer in person or by telephone.
- II.5.4. The Bank shall provide a copy of the Basic Contract to the Business Customer.

II.6. Documents forming an integral part of the Basic Contract

- II.6.1. The Business Regulations and the Announcement form an integral part of the Basic Contract. The Basic Contract shall only be valid together with the documents that form an integral part thereof.
- II.6.2. The conditions for the financial services, supplementary financial services, investment services and supplementary services requested by the Business Customer, as well as the insurance services mediated by the Bank, are set out in the Product Contract, which is concluded separately to establish the contractual relationship for these services.

II.7. Amending the contractual conditions for the Digital Private Banking contractual relationship

- II.7.1. The contractual conditions for the Digital Private Banking contractual relationship may be amended
- II.7.1.1. with a joint declaration, by filling out the form provided by the Bank,
 - II.7.1.2. unilaterally by the Bank.
- II.7.2. Unilateral changes to the interest rates, charges and fees of the Digital Private Banking Service shall be governed by the rules of the Product Contracts and the business regulations and announcements referenced therein.
- II.7.3. The Bank shall be entitled to unilaterally amend the interest rates, charges and fees set out in the Advertisement, where the unilateral modification is not regulated by a Product Contract or which are connected to a product, where no Product Contract is concluded or which are not subject to any Product Contract (in particular, the Monthly Fee for the Digital Private Banking Service) and - unless otherwise specified in the Product Contracts - the Bank shall be entitled to unilaterally amend the Business Regulations, the Announcement and the other contractual conditions applicable to the Digital Private Banking Service (if the modification is not regulated by a Product Contract or it is connected to a product, where no Product Contract

is concluded or which are not subject to any Product Contract) under the terms of the Basic Contract, within the scope defined by the mandatory laws and under the conditions set out in the Business Regulations, i.e. if

- II.7.3.1. a change, introduction, coming into force, entry into force or repeal of any provision of law (including, in particular, but not limited to, any foreign or domestic law, which imposes a public charge on transactions or financial instruments subject to these Business Regulations), any regulatory instrument of public law, any act of the European Union, any judicial or administrative decision or order, recommendation or guidance, or any official or judicial interpretation thereof, which govern the contractual relationship of the Parties under the Business Regulations; or
 - II.7.3.2. a change in the legislation, central bank regulations or other regulations applicable to or affecting the Bank's business activities or operating conditions, an increase in the creditor's public (e.g. tax) liabilities, a change in the mandatory reserve requirements, or
 - II.7.3.3. changes in interbank lending rates, the central bank base rate, the central bank repo and deposit rates, changes in the aggregate or services consumer price index, changes in money market borrowing opportunities, changes in capital and money market interest rates, changes in the yield on a publicly issued securities of the lending bank, adverse movements in FX SWAP and other yield curves relative to each other, an increase in the Bank's interest rates on business customer term deposits, confirmed changes in the yields on government securities, the risk factors of investment loans, deferred settlement and securities lending transactions, the rates used when settling the transaction, the Bank's cost of funds, the costs incurred by the Bank in connection with the provision of services to the Business Customer, when the costs are determined by third parties, or
 - II.7.3.4. a change in the risk factors assumed - in accordance with the Bank's customer rating, collateral assessment and underwriting policies, as required by law - for the Business Customer, including changes in the debtor's creditworthiness, changes in the value of collateral, changes in the risk factors of the product used by the Business Customer, and changes in the Bank's interest rate risk premium.
- II.7.4. The Bank shall only be entitled to unilaterally amend the interest rates, fees and charges and other contractual conditions to the detriment of the Business Customer if the changes are justified by a change in the conditions or circumstances specified for the Bank in Point II.7.3 of these Business Regulations.
- II.7.5. The Bank shall disclose any amendment - detrimental to the Business Customer - to the contract concerning the interest rates, fees and charges and other contractual conditions, before the amendment enters into force, within the time limit specified in the mandatory applicable legislation and/or within the time limit specified in the Product Contract or other documents relating to the given financial and supplementary financial service, investment and supplementary service, or, in their absence, 30 days prior to the amendment entering into force, using the notification method specified in the legislation.
The Business Customer takes note that any changes in the fees, interest rates or charges shall become effective on the first calendar day after the first due date following their entry into force.
- II.7.6. The Business Customer is entitled to terminate the contract, free of charge, before an amendment enters into force that contains changes detrimental to the Business Customer concerning the interest rates, fees and charges or in any other contractual conditions.
- II.7.7. The automatic changes to the interest rates, fees and charges indicated in the Announcement shall be governed by the rules of the Product Contracts and the business regulations and announcements referenced therein. The interest rates, charges and fees set out in the Announcement, where the automatic modification is not regulated by a Product Contract or which are connected to a product, where no Product Contract is concluded or which are not subject to any Product Contract (in particular, the basic fee for the Digital Private Banking service) shall be governed by the following rules:
- II.7.7.1. The fees and charges charged under the basic contract, including the minimum and maximum amount of the fees given as a percentage, shall be adjusted each year from the 1st day of the 2nd month following the month of publication, by the rate of inflation published by the Central Statistical Office of Hungary, taking into account the mathematical rounding rules.
 - II.7.7.2. Fees and charges (e.g. postal charges) charged by the Bank shall be amended from the date of the change, if a third party involved in the performance of the services provided to the Business Customer (excluding services where this is excluded by law) changes the fees and charges for the transactions or financial instruments (including in particular any fees or charges, deductions and withholdings passed on to the Bank by a third party as a result of a foreign or domestic regulator (as defined in Point II.7.3.1) imposing a public charge on transactions or financial instruments subject to these Business Regulations).
 - II.7.7.3. The Bank shall inform the Business Customers of the automatic changes no later than the day on which it occurs, by means of an announcement or by publishing an amendment to the relevant announcement or, if the amendment only affects a specific Business Customer, by means of a notification sent to the Business Customer.
- II.7.8. For reasons of business policy, the Bank reserves the right to apply fees and charges that are more favourable to the Business Customer, deviating from the automatic change in fees and charges. The Bank shall also be entitled, if it has not applied the automatic fee and charge changes to the Business Customer in one year or in several consecutive years, to apply this unapplied change in the automatic fees and charges automatically to its contractual relationship with the Business Customer in a subsequent year (added to the current automatic change in the fees and charges).
- II.7.9. The introduction of new services, financial instruments and transactions by the Bank within the scope of the Business Regulations shall not be considered a unilateral amendment of the contract, if the Bank makes these available to the Business Customer and Business Customer expressly accepts these.
- II.7.10. The Product Contracts may contain provisions for the unilateral amendment of the Product Contracts that deviate from those contained in these Business Regulations.

II.8. Terminating the Digital Private Banking contractual relationship

II.8.1. The Digital Private Banking contractual relationship shall be terminated upon the termination of the Basic Contract.

II.8.2. The Basic Contract shall be terminated in the following cases:

II.8.2.1. Withdrawal by the Business Customer,

II.8.2.2. by the mutual agreement of the Business Customer and the Bank, at a time jointly agreed on,

II.8.2.3. by termination with immediate effect

II.8.3. The Business Customer and the Bank shall be entitled to terminate the Basic Contract with immediate effect at any time and without justification by sending a paper based written notice of termination to the other party expressing the clear and unconditional termination, and this shall terminate the Digital Private Banking contractual relationship with immediate effect.

II.9. Partial termination of the Digital Private Banking contractual relationship

II.9.1. The Business Customer and the Bank shall be entitled to give notice to the other Party at any time that they do not wish to use or provide a Digital Private Banking service found in Point III.1 and specified in the notice from the date specified in the notice. In this case, the Digital Private Banking contractual relationship regarding the given service between the Parties shall be terminated as of that date, and this shall not affect the provisions and services of the Basic Contract not affected by the termination.

II.10. Information pursuant to Act XXV of 2005 on the Distance Marketing of Consumer Financial Services

II.10.1. Information on the Bank as the service provider:

Name: OTP Bank Plc.

Official address: 1051 Budapest, Nádor u. 16.

Company registration number: 01-10-041585

Registered at: the Municipal Court of Budapest as Court of Registration

Tax number: 10537914-4-44

Principal business activity: other monetary intermediation

Supervisory Authority: Hungarian National Bank (1054 Budapest, Szabadság tér 9.,

mailing address: Magyar Nemzeti Bank, 1850 Budapest, e-mail: info@mbn.hu

II.10.2. Information about the service and the contract

II.10.2.1. The contract to be concluded shall be valid for an indefinite period of time and may be terminated by the Business Customer by withdrawing from the contract as provided for in Point II.10.4 of these Business Regulations and in the manner provided for in Point II.8.2.

II.10.2.2. The contract to be concluded shall be considered a written contract.

II.10.2.3. Under the Basic Contract, the language for providing prior information, concluding the contract and for communication shall be the Hungarian language, unless otherwise specified in the mandatory laws, the Business Regulations or the business regulations and documents applicable to the given Product Contract; and the prevailing language for the Basic Contract and for the cooperation and notification obligations before the conclusion of the Basic Contract shall be the Hungarian language, unless otherwise specified in the mandatory laws.

II.10.2.4. The Bank shall not charge the Business Customer any additional costs in connection with the use of the telecommunication device.

II.10.2.5. For detailed information about the service and the contract see the Digital Private Banking Basic Contract, these Business Regulations, the Bank's General Terms and Conditions, the business regulations applicable to and referred in the relevant Product Contracts, the legislation applicable to financial and supplementary financial services, investment services and supplementary investment services and the other mandatory regulations for service providers offering these services.

II.10.2.6. Information on the consideration is set out in the Announcement about the applicable interest rates, fees and charges of the Digital Private Banking Business Branch and in the Product Contract Announcements.

II.10.3. The technical steps for concluding the contract

II.10.3.1. The technical steps for concluding the contract are set out in Point II.4.2. of these Business Regulations.

II.10.3.2. If the Business Customer detects an error in the contractual information, they may contact the Bank's staff using the following contact details:

a) by phone, on bank working days between 09:00 and 17:00 on the +36 1 3666 004, +36 20 3666 004, +36 30 3666 444, +36 70 3666 004 phone numbers, or

b) by e-mail, at the digitálisprivatbank@otpbank.hu address

II.10.4. Right of withdrawal (termination)

II.10.4.1. The Customer may withdraw from the Basic Contract concluded via the OTPdirekt online service within fourteen days from the date of conclusion of the contract, without justification, by sending a statement to the Bank's official address (1051 Budapest, Nádor u. 16.) or to the Bank's electronic mail address at digitálisprivatbank@otpbank.hu. This withdrawal terminates the Basic Contract.

II.10.4.2. If the Bank fails to provide any information to the Business Customer despite its obligation to do so under the Business Regulations, the Business Customer may exercise their right of withdrawal (termination) within a 14 day period starting from the conclusion and receiving the information in accordance with the Distance

- Marketing Act, but no later than the expiry of the limitation period of one year from the date of the conclusion of the contract.
- II.10.4.3. If the Bank fails to provide the information with the correct content despite its obligation to do so under the Business Regulations, the Business Customer may exercise their right of withdrawal (termination) within a 14 day period starting from the conclusion of the contract and receiving the information in accordance with the Distance Marketing Act, but no later than the expiry of the limitation period of three months from the date of the conclusion of the contract.
 - II.10.4.4. If the Bank fails to inform the Business Customer about the right of withdrawal (termination) regulated by the Distance Marketing Act, or about the inexistence of such right; about the conditions, method and legal consequences of exercising the right of withdrawal (termination) and about the contents of Point II.10.4.1, then the Business Customer may exercise their right of withdrawal (termination) within a 14 day period starting from the conclusion of the contract and receiving the information in accordance with the Distance Marketing Act, but until no later than the expiry of the limitation period of one year from the date of the conclusion of the contract.
 - II.10.4.5. The right of withdrawal (termination) shall be deemed to have been exercised within the time limit if the Business Customer submits their statement to this effect by post or by any other verifiable means to the Bank before the expiry of the time limit set out in the preceding points.
 - II.10.4.6. Before the expiry of the period for withdrawal (termination), performance of the Basic Contract may only begin with the express consent of the Business Customer.
 - II.10.4.7. If the Business Customer has exercised their right of withdrawal (termination) under the Distance Marketing Act, the Bank is entitled to claim only the pro rata consideration for the service actually provided in accordance with the Basic Contract. The amount payable by the Business Customer shall not exceed the amount due for the already performed services in proportion to all services provided under the Basic Contract and it shall not be an amount that would constitute a penalty. The consideration for the services connected to the conclusion of the Basic Contract may also be claimed only to the extent of and proportionally to the actually provided services under the Basic Contract.
- II.10.5. Procedure in case of a dispute
- II.10.5.1. OTP Bank Plc. handles complaints in accordance with Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (Credit Institutions Act), Government Decree No. 435/2016. (XII. 16.) on the detailed rules for the complaints mechanism for investment firms, payment institutions, electronic money institutions, voucher issuing undertakings, financial institutions and independent financial service intermediaries, and for their complaints mechanism policies and MNB Decree 28/2014 (VII. 23.) on the rules pertaining to complaint handling by financial organisations.
 - II.10.5.2. The detailed terms and conditions for handling the complaints are set out in Annex No. 3 of the Bank's General Terms and Regulations and the Complaint Handling Rules of OTP Bank Plc.
- II.10.6. Dispute resolution
- II.10.6.1. If the Bank reject the complaint of a retail business customer, or if the business customer does not agree with the Bank's response, or in case of a violation of the consumer protection provisions under Act CXXXIX of 2013 on the Magyar Nemzeti Bank, the business customer may initiate the consumer protection procedure at the Financial Customer Protection Centre of Magyar Nemzeti Bank (customer service address: 1013 Budapest, Krisztina krt. 39., mailing address: Magyar Nemzeti Bank 1850 Budapest, telephone: 06 80 203 776, e-mail: ugyfelszolgalat@mnb.hu).
 - II.10.6.2. In the event of a dispute concerning the conclusion, validity, legal effect and termination of the contract, or the breach of the contract and its legal effects, the Business Customer may initiate proceedings before the Financial Arbitration Board (official address: 1013 Budapest, Krisztina krt. 39., mailing address in general cases: Pénzügyi Békéltető Testület 1525 Budapest, Pf. 172, telephone: 06 80 203 776, e-mail: ugyfelszolgalat@mnb.hu, via the client gateway: www.magyarorszag.hu), or may bring the case before a court in accordance with the Code of Civil Procedure.

III. DIGITAL PRIVATE BANKING SERVICES

III.1. Under the Digital Private Banking contractual relationship, the Business Customer

- III.1.1. is entitled to use the convenience services and discounts found in the service packages
- III.1.2. provided by the Bank, furthermore
- III.1.3. use certain specific financial, supplementary financial, investment, supplementary services and other services - as defined in the Announcement - on the basis of a separate contract.

III.2. The service package and the discounts are available on the basis and conclusion of the Basic Contract, from the date specified in the Basic Contract, other services are available upon conclusion of the relevant Product Contracts.

III.3. The definition and detailed terms and conditions of the Digital Private Banking services are set out in the following documents:

- III.3.1. Announcement about the applicable interest rates, fees and charges of the Digital Private Banking Business Branch;
- III.3.2. Information on the Digital Private Banking service.

III.4. The Bank provides the following services to the Business Customer with the Digital Private Banking service

- III.4.1. With the Digital Private Banking service, the Business Customer may, within the limits of the applicable contracts, business regulations, announcements and mandatory legislation, dispose of the accounts which they own or over which they have the right of disposal.

III.4.2. The banking and other operations possible via the Private Banking advisor service via the telephone line, which are set out in Annex No. 1 of the Business Regulations.

IV. THE CHANNELS FOR PROVIDING THE SERVICES AND THE RULES FOR COMMUNICATION VIA THE DIGITAL PRIVATE BANKING CHANNELS

IV.1. The Business Customer may use the Digital Private Banking services through the Digital Private Banking advisor via a recorded telephone call, the VideóBank expert service and electronic mail correspondence.

IV.2. *The Business Customer may utilize the Digital Private Banking services through the Private Banking Client Centre expert via a recorded telephone line and by e-mail correspondence.*

IV.3. Orders that cannot be placed through the above methods or via the OTPdirekt channels can be executed in an OTP branch, and an appointment may be booked through the Digital Private Banking service.

IV.4. Services provided via the telephone channel under the Digital Private Banking contractual relationship

IV.4.1. The Digital Private Banking service is available via the following recorded telephone lines on bank working days from 9:00-17:00:

From a landline phone	From a mobile phone	
06-1/3666 004	Telenor	06-20/3666 004
	T-mobile	06-30/3666 444
	Vodafone	06-70/3666 004

IV.4.2. Identification of the Business Customer for the services provided via the telephone channel under the Digital Private Banking contractual relationship:

- IV.4.2.1. The Bank shall only deem the Business Customer's order placed by telephone as concluded, even if all other contractual conditions are fulfilled, if
 - IV.4.2.1.1. the Business Customer placed the order via one of the recorded telephone lines listed in Point IV.4.1.;
 - IV.4.2.1.2. the Business Customer successfully identifies themselves during the telephone conversation via the machine menu or soft identification;
 - IV.4.2.1.3. if the transaction falls within the scope of the Investment Act and is concluded in the framework of investment advice, and the transaction and the financial instrument have been qualified as suitable for the Business Customer on the basis of the fitness test and the Bank has informed the Business Customer thereof, and
 - IV.4.2.1.4. the Parties agree on the terms of the transaction during the telephone conversation following the successful identification of the Business Customer pursuant to Point IV.4.2.1.2.
- IV.4.2.2. The Business Customer shall use an identifier containing 7 digits (for the purposes of these Business Regulations: Personal Identification Code) for the machine identification required under Point IV.4.2.1.2.
- IV.4.2.3. As the conclusion of the Basic Contract will amend the Private Bank or Prestige Private Bank Basic Contracts and Addendums, the 7 digit secret code of these Contracts can be used as the Personal Identification Code.
- IV.4.2.4. In cases not specified in Point IV.4.2.3. of the Business Regulations, the Advisor shall ensure the generation of the Personal Identification Code.
- IV.4.2.5. The Business Customer shall keep their Personal Identification Code confidential. The Business Customer shall not disclose the Personal identification code to any third party and shall not make it available to any third party.
- IV.4.2.6. The Bank is entitled, but not obliged, to request other identification information in addition to the Personal Identification Code, and the person providing the Personal Identification Code is always entitled to be identified as the Business Customer.

IV.4.3. Rules for executing orders placed via the telephone line under the Digital Private Banking contractual relationship

- IV.4.3.1. With the Digital Private Banking telephone service, the Business Customer may dispose of an account, if they have the rights of an agent, owner or co-owner as specified in the Business Regulations about payment services and the General Terms and Conditions, and if they are not restricted by a mandatory law, contract or unilateral legal declaration (e.g. co-signature) in their independent disposal of the account via the telephone service.
- IV.4.3.2. The Business Customer takes note that certain transactions cannot be concluded and certain services cannot be used with an order given by telephone, and therefore these cannot be requested by the Business Customer through this channel. The details of banking and other operations possible via the telephone channel within the Digital Private Banking service are set out in Annex No. 1 of the Business Regulations.
- IV.4.3.3. The Business Customer shall be entitled to use the general information and reporting services indicated in the *Soft Identification column* of Annex No. 1 of the Business Regulations through the Advisor or *the Client Centre expert* on banking days, via a recording telephone line (hereinafter referred to as the Private Banking recorded telephone line). If the Business Customer and the Bank concluded an Addendum for this purpose, the Business Customer shall be entitled, after identification in accordance with this Addendum, to give the Bank the orders and initiate the transactions listed in *the Hard identification column* of Annex 1 of the Business Regulations, via the recorded telephone line. For business policy reasons, the Bank may, at any time, unilaterally change the range of the services provided.
- IV.4.3.4. If the Bank communicates this to the Business Customer (e.g. if approval is required to record the transaction), only the Business Customer's offer is recorded during the telephone conversation pursuant to Point IV.2.2.1.4. and the order placed by telephone shall be deemed concluded if the Bank confirms this to the Business

Customer in the recorded telephone conversation or as set out in Point IV.4.4. However, until that time, or at the latest until 16:00 on the day following the day of recording the Business Customer's offer, the Business Customer is bound by their statements made by telephone and may only withdraw or amend them with the consent of the Bank.

- IV.4.3.5. The Bank is obliged, and the Business Customer is entitled, to electronically record any telephone conversation in its entirety (including the orders and possible objections of the Business Customer). The Parties agree that the content recorded by the Bank shall prevail in any disputes concerning the content of the order or the objection. The Business Customer takes note that due to the characteristics of the telephone line as the telecommunications channel, their personal identification code, the card activation details sent by SMS, their financial data in the Consolidated Portfolio Report or the order data of the Business Customer may become accessible to unauthorized third parties, and the Bank shall not be liable for any damages resulting therefrom or from the unauthorized use of the Personal Identification Code, however this shall not exclude or limit the Business Customer's statutory rights, if, for example, the damage is caused by the Bank's breach of contract or the Bank's breach of the data protection laws.

IV.4.4. Sending the confirmation for the services provided via the telephone channel under the Digital Private Banking contractual relationship:

- IV.4.4.1. In order to document the concluded and executed orders in writing, the Bank shall send a statement (via mail or electronically) to the Business Customer in accordance with the contractual terms applicable to the account the executed order was debited or credited.
- IV.4.4.2. Written confirmation of the execution of orders given via telephone is provided for the account in question by a bank statement issued by the Bank and made available to the Business Customer on a durable medium or on paper, except in case of securities accounts.
- IV.4.4.3. In case of securities transactions, the Bank fulfils its obligation to inform the Business Customer about the execution of the order and to record the contracts in writing by making the relevant documents available to the Business Customer electronically via the OTPdirekt online service.
- IV.4.4.4. At the request of the Business Customer, in order to document in writing the order concluded and executed via telephone, the Bank may, but is not obliged to, issue a confirmation with the conditions of the transaction, on the day of the conclusion of the transaction or on the following banking day, which shall be sent to the Business Customer by mail or other electronic means.
- IV.4.4.5. The Business Customer may, on the day of placing the order, but no later than the execution day of the order (limitation period), notify any objections to the confirmation via telephone at one of the telephone number provided, the Business Customer's objection may only be based on the fact that the confirmation differs from what the Parties have agreed on by telephone for the given order. The Bank shall be entitled to consider the absence of such a notification as the Business Customer irrevocably and fully accepting the confirmation with its current content.
- IV.4.4.6. The execution of orders shall be governed by the applicable Product Contracts and Business Regulations.

IV.5. Rules for using the Videobank expert service under the Digital Private Banking contractual relationship

- IV.5.1. The Videobank expert service is available through the Digital Private Banking advisor.
- IV.5.2. The Videobank expert service is a personal, expert service provided via a real-time video and audio transmission system. Videobank is available to existing DPB customers without any registration or a separate contract.
- IV.5.3. By using the Videobank expert service, the Business Customer takes note that the Bank makes audio recordings of the communications, statements and orders made through the Videobank, and may use them as evidence in disputes. The Videobank expert service does not involve a screening process, the expert service is provided through a video connection, without recording the image, only recording the audio.
- IV.5.4. If the caller is unidentified, the Videobank expert service will only provide general information. After successful identification with the personal identification code, the Business Customer may use the Videobank channel to place orders, the possible orders are the same as the orders available via the telephone channel. The identification of the Business Customer, the execution of the orders and the sending of the confirmations are governed by the provisions of Point IV.4.2. - IV.4.4.
- IV.5.5. Prior to using the Videobank expert service, the Business Customer shall read and accept the data management information related to the expert service and the voice recording during the expert service. If the Business Customer does not accept these, then the Business Customer may not use the OTP Videobank expert service. The technical conditions for the Videobank expert service and the steps for using the service are set out in a separate guide on the OTP Bank website.
- IV.5.6. For further details about the Videobank service and the conditions of using the service see the "Announcement about the Videobank service of OTP Bank".

IV.6. The rules for communication via electronic mail (e-mail) under the Digital Private Banking contractual relationship:

- IV.6.1. The Digital Private Banking service is available via the following electronic mail address on bank working days from 9:00-17:00: digitálisprivatbank@otpbank.hu
- IV.6.2. Under the Digital Private Banking contractual relationship, at the e-mail address provided for electronic correspondence, the Bank will only answer Hungarian language general questions related to the operation and use of the Digital Private Banking service.

V. FEE FOR THE DIGITAL PRIVATE BANKING SERVICE

V.1. Under the Digital Private Banking contractual relationship, the Bank charges the following fees and charges:

- V.1.1. The fee for the Digital Private Banking Service set out in the Announcement; and
 - V.1.2. the fees and charges for the financial, supplementary financial, investment, supplementary services and other services used by the Business Customer, as set out in the Product Contract for each of these services or in the Business Regulations and Announcements applicable to each of these services.
- V.2.** The Bank charges the fees for the Digital Private Banking Service with the due date and frequency specified in the Announcement, and the Bank charges the fees for the specific services with the due date and frequency specified in the applicable Product Contracts, Business Regulations and Announcements.

VI. SPECIAL PROVISIONS CONCERNING INVESTMENT SERVICES AND SUPPLEMENTARY INVESTMENT SERVICES

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

VII. MISCELLANEOUS PROVISIONS

- VII.1.** The Business Customer shall notify the Bank immediately of any changes in the information provided by them.
- VII.2.** Matters not covered by these Business Regulations shall be governed by the current provisions of the following regulations:
- VII.2.1. the General Terms and Conditions of OTP Bank,
 - VII.2.2. the business regulations applicable to and mentioned in the relevant Product Contracts,
 - VII.2.3. legislation on financial and supplementary financial services, investment services and supplementary services and other mandatory regulations for the service providers offering them,
 - VII.2.4. legislation on the protection of personal data,
 - VII.2.5. the Civil Code.
- VII.3.** To the extent permitted by the laws which do not permit derogation, the Bank excludes its liability for claims arising from the legal relationship between the Business Customer and external persons providing legal, tax or art market advice or other services with whom the Business Customer comes into contact in connection with the Digital Private Banking contractual relationship.
- VII.4.** Only the Business Customer is entitled to initiate the use or provision of the services provided by the Bank that are subject to the Business Regulations.
- VII.5.** For detailed information on the data processing of the Bank as the data controller for the digital private banking services see Annex 5 of the General Terms and Conditions of the Bank and the "Data Management Notice on Investment Services and Supplementary Investment, Private Banking, Prestige Private Banking and Portfolio Management Services" Annex of the Business Regulations of the Investment Services Branch. The Privacy Policy is available in the OTP bank branches (you may request a copy from one of the clerks) and on the www.otpbank.hu website.