

Announcement

on the amendment of
the General Terms and Conditions of Credit Facility Agreements and Bank Guarantee and Letter of
Credit Commission Agreements,
the Specific Business Regulations Pertaining to Bank Accounts and Payment Transactions,
the Specific Business Regulations Pertaining to Credit Facility and Loan Agreements,
the Specific Business Regulations Pertaining to the Business Terminal Service,
and the General Corporate Business Regulations,
applicable in the Small and Medium-sized Enterprise Division
effective from 7 June 2015

CIB Bank Zrt. (1027 Budapest, Medve u. 4-14.; company reg. no.: 01-10-041004) (hereinafter: Bank) hereby informs its Clients that with effect from 7 January 2015 the following sections of the Specific Business Regulations specified above are amended as follows:

I. Section 8.3 (f) of the General Terms and Conditions of Credit Facility Agreements and Bank Guarantee and Letter of Credit Commission Agreements is amended to become section 8.3 (e), and the document is supplemented with the following section 8.5:

“8.5. If the interest calculation takes place, according to the Agreement, with the application of a basic interest rate (BUBOR/EURIBOR/LIBOR) and the published value of the applicable basic interest rate is negative, the extent of the basic interest rate shall be deemed to be zero in respect of the given interest period.”

II. Section 2.7 – which is incomplete due to a technical error – of the Specific Business Regulations Pertaining to Credit Facility and Loan Agreements is deleted, and section 2.4.1 is amended as follows:

2.4.1. “In relation to the lending operation, the Client shall pay to the Bank the interest, commission, cost or fee of an extent determined in the Agreement. If the interest calculation takes place, according to the Agreement, with application of a basic interest rate (BUBOR/EURIBOR/LIBOR) and the published value of the applicable basic interest rate is negative, the extent of the basic interest rate shall be deemed to be zero in respect of the given interest period. If the parties did not separately set down the specification and/or extent of the consideration at the time of contract conclusion, the considerations and the extents thereof as defined in the List of Conditions shall be payable. With respect to the interest payable in the event of a legal lending relationship, the starting day for the purpose of interest calculation is the day on which the Loan is disbursed, and the last day is the day of expiry or, if the Loan is repaid prior to the day of expiry, the day preceding the repayment.”

III. The following sections and definitions in the General Corporate Business Regulations are amended as follows, and the document is supplemented with the following section 14.10:

Card Coverage Account an account opened at the Client's request for the purposes of the financial settlement of Debit Card transactions.

Micro-enterprise: an enterprise defined in Article 2, Paragraph 17 of the Payment Services Act.

Account Signatory a natural person registered as entitled to act on behalf of the Client and to have authority over the Bank Account and to perform other operations.

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6.2.4. (e) if any regulatory compliance procedure is instituted against it, or if a strike-off or forced strike-off procedure is instituted in respect of the Client;

7.2.1. (a) (ii) The Bank may at any time, without notifying the Client separately, forward any notices to the Client's Notification Address or company head office as certified by a public document, or its registered office – regardless of the Notification Address specified by the Client or the Client's instructions regarding notifications – provided that the purpose of such notification is to protect the Client from damage, to request the Client to remedy a breach of contract, or to draw the Client's attention to a substantive change in the process applied in the course of business, or if the delivery of the notification is the Bank's obligation under law.

7.2.4. (a) At the Client's written request (in which it expressly acknowledges that the Bank does not recommend this, and only assures it due to the confidential nature of the Service to the Client) and at the Client's risk (including the liability for any losses and legal consequences resulting from late delivery), the Bank shall retain the correspondence and deliver it in a Branch. The notice shall in this case be deemed delivered on the Banking Day following the day that it was deposited at the Branch. The Bank shall in this case, too, be entitled to deliver to the Client a notice regarding the termination of the Agreement in some other manner, with the proviso that, here too, the delivery shall be regarded as completed in accordance with the foregoing. The Account Statements remaining at the Branch shall be retained by the Bank for three months, after which, in the event of a request by the Client for a Bank Account Statement, the Bank may charge an account-statement replacement fee. If the Client has given a "no notification requested" instruction in respect of notices, the notifications shall be considered delivered on the day after they are prepared and dated, although the above provisions shall also apply to the Client's request (including any provisions regarding cancellation). The Client must also expressly acknowledge, in the request, that its request primarily refers to Bank Account Statements and information materials. Notices regarding circumstances that are significant with respect to the Agreement (breach or termination of contract) may be delivered by the Bank in any other manner regulated in the CBR. Notice of termination sent to the Client in respect of the Agreement may be sent by the Bank to the Client's registered office.

9.7.3. If, with reference to an Event of Default, the Bank terminates the Client's Bank Account Agreement, then at the time of termination of such Agreement, all the following Agreements between the Parties shall also terminate: the Card Acceptance Agreement, the Bank Card Agreement, the Card Coverage Account Agreement, the Business Terminal Agreement, the Group Financing Agreement (Cash Pool Agreement), the Safe Rental Agreement, the Post Office Box Service Agreement, the Agreements for the use of the CIB Internet-based Electronic Services, the eBroker and the CIB Mobile Bank Services, the Agreement for the bank-transfer of data files necessary for cash payments initiated using a postal payment order, or the Agreement for the bank-transfer of data files necessary for cash deposits initiated using a postal cash-transfer order. If the Client is a company or other organisation, the termination of the HUF Bank Account Agreement first concluded between the Parties as part of the Framework Agreement shall, at the time of cessation of such Agreement, automatically terminate all the above-listed Agreements concluded between the Parties, as well as all the Agreements related to Bank Accounts held in currencies other than forint.

10.2. The Bank reserves the right to give several different exchange-rate quotes during the day, with respect to all the exchange rates quoted by the Bank. The Bank reserves the right, furthermore, subject to concurrently notifying its Clients in an announcement, to suspend the quoting of exchange rates in the event of any temporary or permanent situation caused (especially, but not exclusively, by the depreciation or appreciation of currency or foreign exchange, state bankruptcy or near state

bankruptcy, the introduction, application or abolition of extraordinary central-bank measures that exceed the scope of national or international monetary regulation, a decision of a stock exchange, clearing house or authority, or a governmental, inter-governmental or other international decision, with an impact on money and capital market transactions, an economic or political crisis, the threat of crisis, an act of terrorism, natural disaster, strike, riots, military aggression, declaration of war, armed conflict, epidemic, embargo, serious disruption of energy supply or data communication, nuclear accident, extraordinary circumstances affecting a given sector, activity or company) in which the market exchange prices quoted for financial instrument, or specified financial instruments, change unexpectedly in a significant extent, or if in the Bank's assessment there is a threat of these occurring, with the proviso that the Bank assumes no liability for damage resulting from the suspension of exchange rate quoting.

14.10. Liability for the suspension of Services

The Bank reserves the right, subject to concurrently notifying its Clients in an announcement, to suspend the provision of the Services in the event of any temporary or permanent situation caused (especially but not exclusively, by the depreciation or appreciation of currency or foreign exchange, state bankruptcy or near state bankruptcy, the introduction, application or abolition of extraordinary central-bank measures that exceed the scope of national or international monetary regulation, a decision of a stock exchange, clearing house or authority, or a governmental, inter-governmental or other international decision, with an impact on money and capital market transactions, an economic or political crisis, the threat of crisis, an act of terrorism, natural disaster, strike, riots, military aggression, declaration of war, armed conflict, epidemic, embargo, serious disruption of energy supply or data communication, nuclear accident, extraordinary circumstances affecting a given sector, activity or company) in which the market exchange prices quoted for financial instrument, or specified financial instruments, change unexpectedly in a significant extent, or if in the Bank's assessment there is a threat of these occurring, with the proviso that the Bank assumes no liability for damage resulting from the suspension of provision of the Services.

IV. The following sections of the Specific Business Regulations Pertaining to Bank Accounts and Payment Transactions are amended as follows, and the document is supplemented with section 2.3.6:

1.2.1. Subject to the relevant statutory regulations, the Client shall have the right to dispose over the Bank Account as he sees fit, and the Bank may only debit the Bank Account without, or in spite of, the Client's order in cases specified in the legal regulations or in the Agreement. The Account Signatory may dispose over the Bank Account in the manner determined in the Framework Agreement, either independently or with another person jointly or separately. The Bank shall accept any instruction from the Client in relation to the Bank Account if the Client, or the person designated as entitled by law to represent the Client (the Client's manager), has duly submitted to the Bank the data and sample signature(s) of the Account Signatory(ies) on the Bank's form specifically designed for this purpose, or on another official document containing the same data as must otherwise be indicated on the Bank's form, or, in the case of electronic instructions, in a form and in a manner specified in line with separate rules relating to this (stipulated in an Agreement). The Account Signatory is entitled to receive information, and the Bank is entitled to provide the Account Signatory – at his/her request – with information about the actions taken by him/her on the basis of his/her signatory right, the Payment Transactions initiated by him/her, the execution thereof, and – for the purpose of exercising his/her signatory right – the balance of the Bank Account.

1.2.3.(c) Specific rules on identification, blocking and suspension in relation to the Signature Device used for BT Payment Transactions and in the process of using the Business Terminal

- (i) The Bank shall execute the transactions that are approved with the combined, appropriate use of the User ID and the latest valid password, as an instruction of the Client – or of the Account Signatory(ies) reported by it. The use of the User ID(s) and password (passwords) as above complies with the process of customer identification used at the Bank and the process of verifying the right of disposal over the Bank Account. The Bank accepts instruction for the execution of transactions on an account if the BT Signatories dispose over the accounts concerned by using the Signature Device and the code associated with it.
- (ii) The Bank, beyond checking for the existence of the right of disposal over the accounts linked to the Electronic Service, does not examine the right of the user to use the User ID and password, the Signature Device and the code associated with it, or the circumstances of such use.
- (iii) Blocking and suspension of the Signature Device

If the wrong password is entered several times, the system automatically blocks access, and to reactivate it the Signature Device is unlocked by the Bank and provided to the person entitled to use it, together with a new password generated by the Bank. The Client must activate the newly generated Signature Device by completing the Signature Device authorisation and activation request, and sending it to the Bank.

Suspension of the Signature Device may also be requested by the Client in person at the Branch, by post or by fax (in the case of a fax, by sending it to the fax number indicated on the website of the account-keeping Branch) or via CIB24, if the Client wishes to limit the use of the device temporarily (e.g. the Client cannot find the device but may find it later). The Client may request the lifting of the suspension of the device by completing the Signature Device authorisation and activation request form, and faxing it to the fax number indicated on the request form. Otherwise, the rules pertaining to the suspension of the Signature Device shall apply as appropriate.

1.2.14. Specific rules relating to disposal in the case of the BT

By registering the BT Signatories with the Bank the Client authorises the BT Signatories to exercise, for and on its behalf, the access rights specified in these Specific Business Regulations, and to have access to such bank secrets as are necessary for exercising their access rights, and furthermore it authorises the Bank to release such information, classified as bank secrets, to the BT Signatories. The authorisation of the BT Signatories is subject to no restrictions whatsoever – including restrictions on amounts – unless the Bank and the Client expressly agree on a restriction.

The BT Signatory, using the Electronic Service, is entitled to approve and sign orders independently or jointly with another BT Signatory. The Bank does not check the compliance of the BT Signatory(ies) with the requirements stipulated in other statutory regulations. The BT Signatory's signature and approval rights relate to the approval of the following types of order, specified in the Specific Business Regulations Pertaining to the Business Terminal Service, which may be initiated via the Business Terminal:

- One-off and Forward-dated Forint Transfer and Book Transfer order;
- Foreign Currency Transfer order;
- SEPA Transfer order;
- RTGS Transfer order;

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- Forint Collection order;
- Cash disbursement order;
- Modification of bank card limits for all Bank Cards issued at the Client's request;
- activation of all Bank Cards issued at the Client's request, and change of the place of collection of all Bank Cards issued at the Client's request (from one Bank Branch to another Bank Branch), and the reporting of a cash withdrawal from a branch cash desk, using the Correspondence with the Bank function;
- Batch Transfer order;
- Batch Collection (direct debit) order;

1.4.1. With respect to the debits and credits performed on the Bank Account, the Bank generates and sends to the Client a written or, on the basis of a separate agreement, an electronic, account statement – unless otherwise agreed between the Client and the Bank – on all Banking Days on which the Bank Account referred to above is debited or credited (that is, for every “movement” executed on the Bank Account). In addition – in the absence of an agreement or provision to the contrary – a Bank Account statement is handed over or provided to the Client on a monthly basis on a Durable Data Carrier. Within thirteen months from the receipt of such information the Client shall be obliged to inform the Bank of any claims he may have or discrepancies he may have noticed. The Client's failure to issue the above notification shall be regarded as an indication that the Client agrees with the content of the information.

1.4.6. Besides the paper-based printed statements, the Client may also request, in electronic form – that is, as a file sent by email, or as a file made available to the Client via an Electronic Service, or through writing onto a CD – retrospective information, Bank Account statements, or account turnover statements. The Bank is entitled to send or make available to the Client the Bank Account statement through an Electronic Service, with a serial number, in pdf or txt format. If the Client uses the CIB Internet Bank or BT Service, the Bank provides the Bank Account statement to the Client via this service, and the Bank Account statement sent or provided in this manner shall be regarded, until such is proven otherwise, as originating from the Bank, even in the absence of an original signature. The Bank Account statement shall be accessible to the Client through CIB Internet Bank and the Business Terminal system for 6 (six) months following the Making Available thereof, with the proviso that a Bank Account statement that has already been downloaded by the Client via the Business Terminal system will be automatically stored by the Business Terminal system for 178 days on the Client's computer, and the Client may extend this storage period through the Business Terminal system for a maximum of 999 days.

2.1.4. The Client may forward his orders to the Bank in writing (by post or on a standard form submitted in a Branch) and, on the basis of a separate Agreement concluded for this purpose, in accordance with the terms set out therein, by way of electronic, telephone or fax-based banking services. Upon termination of the Framework Agreement, the Client may only submit any foreign currency Transfer orders related to the closing of the account to the Bank in paper format. At a Branch, domestic forint Transfer orders may also be submitted on the basis of data provided by the Client in person, in which case the Client is required to confirm, with his/her signature, on the order printed out on the basis of the data recorded by the Bank's administrator, that the data on the form is identical to the data on the order given by the Client.

2.3.1. Non-compliance with statutory regulations, grace period for payment, restriction due to a forced strike-off procedure

(a) If a payment order does not comply with the requirements stipulated in the law, the Bank will refuse to execute the payment order, unless the Bank, proceeding within the limits of its discretionary rights, chooses to execute a payment order that has been completed with data content that is not compliant with the rules applicable to the completion of payment orders, for the Bank Account Holder submitting the payment order, because it is able to ensure compliance with the rules relating to the data content of the payment order without having to reject it. The Bank refuses to execute any orders that conflict with the provisions of the law.

(b) Rules pertaining to grace periods

(i) During the temporary grace period for payment, the Client may only initiate payment orders for execution under the legal codes specified in Article 11, paragraph (1) of the Act XLIX of 1991 on bankruptcy and liquidation proceedings, regarding which it shall make a declaration to the Bank in the form prescribed by the Bank, and the Client shall also make a declaration regarding which orders (including, but not limited to, standing orders, direct debits, letters of authorisation concerning the submission of a collection order, etc.) it wishes to maintain during the term of the grace period as well. The Bank will not check whether the Client's payment order has been submitted for the purpose of the fulfilment of claims specified in Article 11, paragraph (1) of the Act XLIX of 1991 on bankruptcy and liquidation proceedings. If the Client does not make any declaration to the Bank, the Bank shall be entitled to refuse the execution of the payment orders, and the Client shall be obliged to bear all consequences that result therefrom, and to reimburse any losses that originate therefrom. The Bank shall not have any liability in connection with payment orders initiated by the Client in violation of Article 11, paragraph (1) of the Act XLIX of 1991 on bankruptcy and liquidation proceedings. During the temporary grace period and the final grace period, the Client shall not act in any manner that might frustrate the purpose of the bankruptcy proceedings, and it may not put any of its creditors in a position more favourable than that of the others.

(ii) During the final grace period, payments may only be performed against the Client's assets with the countersignature of the bankruptcy trustee, that is, the Bank will only execute a payment order initiated by the Client if the bankruptcy trustee has countersigned it. In the case of paper-based payment orders, the order shall be regarded as duly countersigned if in addition to the bankruptcy trustee's signature, it is provided with the words "Countersigned by me". In the case of payment orders made via an Electronic Service, the bankruptcy trustee must provide the payment order initiated by the Client with its electronic signature. The Client shall do all it can to ensure that the bankruptcy trustee makes available to the Bank all documents that are needed for the countersigning and for the identification of the bankruptcy trustee. The Client acknowledges that the Bank does not execute payment orders that have not been countersigned in the manner prescribed above, and it shall not lay any claim against the Bank in relation thereto.

(iii) In the event that the competent court decides to appoint a temporary bankruptcy trustee, then the countersignature of the temporary bankruptcy trustee shall be needed for any measures by the Client that exceed the scope of its regular business activities and for the submission by the Client of any payment orders. The Client shall be obliged to substantively inform the Bank as to what exactly qualifies as a measure exceeding the scope of its regular business activities. With respect to the form of the countersigning, the provisions of the section above shall apply. The Client shall take all measures to ensure that the temporary bankruptcy

trustee makes available to the Bank all documents that are needed for the countersigning and for the identification of the temporary bankruptcy trustee.

(c) Restriction due to a forced strike-off procedure

The Client's representative is obliged to take the interests of creditors into consideration from the time of the start of the procedure. During the forced strike-off procedure the Client may only submit any statement or instruction in the procedure before the Bank after making a declaration on taking the interests of creditors into consideration, recorded in the form determined by the Bank, and may only make such payments as are permitted by the relevant statutory provisions. If the Client does not make the prescribed declaration to the Bank, the Bank shall be entitled to refuse execution of the Payment orders, and the Client shall be obliged to bear all consequences that result therefrom, and to reimburse any losses that originate therefrom. After the declaration has been made, the Bank will not check whether the Client's Payment order has been submitted for the purpose of fulfilling the requirements set out in the relevant statutory provisions. The Bank bears no liability whatsoever with respect to Payment orders initiated by the Client in breach of the statutory provisions relating to the forced deletion procedure, and the liability and all consequences shall be borne solely by the Client, and furthermore the Client shall be obliged to reimburse any losses incurred by the Bank as a result thereof.

2.3.5. If the Bank refuses to execute a domestic forint payment order, the Bank shall – in the absence of a legal provision to the contrary – notify the Client accordingly and – in the absence of a prohibiting legal provision – the Bank shall, if possible, also provide information on the reason for the rejection and the process necessary for the correction of any factual errors that give grounds for rejection.

(a) If the Client communicates an ad hoc (one-off) Transfer order, Forward-dated Transfer order, or a regular (standing) Transfer order

(i) in person at the Bank, on paper, then the Bank shall notify him in a printed letter;

(ii) in person at the Bank, without completing a bank form, verbally, then the Bank shall notify the Client of the above, in the case of ad hoc (one-off) Transfer orders that are submitted before the Acceptance Time, in person, while in the case of ad hoc (one-off) Transfer orders that are submitted after the Acceptance Time, in a printed letter;

(iii) via a recorded-voice telephone at the Bank, through his personal banker/premium banking consultant, verbally, then the Bank shall notify the Client of the above, in the case of ad hoc (one-off) Transfer orders that are submitted before the Acceptance Time, in person, over the same recorded-voice telephone, while in the case of such orders submitted after the Acceptance Time, in a printed letter;

(iv) via fax, then the Bank shall notify the Client of the above in a printed letter;

(v) via CIB24, verbally, then the Bank shall notify the Client of the above, in the case of ad hoc (one-off) Transfer orders that are submitted before the Acceptance Time, in person, through the same recorded telephone, or in the case of orders submitted after the Acceptance Time that are rejected during the processing of the Payment Order by the Bank, in a printed letter;

- (vi) via CIB Internet Bank or the Business Terminal, then the Bank shall notify the Client of the above in a printed letter, or – in the case of the rejection of an ad hoc transfer order – via CIB Internet Bank or the Business Terminal.
- (b) If the Client submits a batch Transfer order to the Bank:
 - (i) via BT, then the Bank shall notify the Client of the above in a so-called “electronic message” (+ indication of status) or in a printed letter;
 - (ii) via InBiz, then the Bank shall notify the Client of the above in a printed letter.
- (c) If the Client submits to the Bank an ad hoc (one-off) Transfer order and a Forward-dated Transfer order via SWIFT, the Bank shall notify the Client of the above through a SWIFT message or in a printed letter.
- (d) If the Client submits to the Bank an ad hoc (one-off) Book Transfer order via eBroker, the Bank shall notify the Client of the above in a printed letter.
- (e) If the Client submits to the Bank an ad hoc (one-off) Transfer order via MobilCIB, the Bank shall notify the Client of the above in a printed letter or via MobilCIB.

2.3.6. If the Bank refuses to execute a transfer (including a book transfer) order in a currency other than forint or to a beneficiary abroad, the Bank shall – in the absence of a legal provision to the contrary – notify the Client accordingly and – in the absence of a prohibiting legal provision – the Bank shall, if possible, also provide information on the reason for the rejection and the process necessary for the correction of any factual errors that give grounds for rejection.

- (a) If the Client communicates an ad hoc (one-off) Transfer order or a regular (standing) Transfer order
 - (i) in person at the Bank, on paper, then the Bank shall notify him in a printed letter;
 - (ii) via a recorded-voice telephone at the Bank, through his personal banker/premium banking consultant, verbally, then the Bank shall notify the Client of the above in a printed letter;
 - (iii) via fax, then the Bank shall notify the Client of the above in a printed letter;
 - (iv) verbally via CIB24, then the Bank shall notify the Client of the above in a printed letter;
 - (v) via CIB Internet Bank, then the Bank shall notify the Client of the above in a printed letter.
- (b) If the Client communicates an ad hoc (one-off) Transfer order to the Bank
 - (i) via BT, then the Bank shall notify the Client of the above in a so-called “electronic message” (+ indication of status) or in a printed letter;
 - (ii) via InBiz, then the Bank shall notify the Client of the above in a printed letter.

(c) If the Client submits to the Bank an ad hoc (one-off) Transfer order and a Forward-dated Transfer order via SWIFT, the Bank shall notify the Client of the above through a SWIFT message.

(d) If the Client submits to the Bank an ad hoc (one-off) Book Transfer order via eBroker, the Bank shall notify the Client of the above in a printed letter.

2.6.2. (e) in respect of payment with a cash disbursement cheque through a payment service provider, only in the case of orders submitted via the CIB Internet Bank and Business Terminal, by providing the Signature Codeword which is equivalent to and replaces a signature, or a password generated with a signature device;

2.6.2. (f) if the Client sends, via the Business Terminal, a One-off or Forward-dated forint Transfer order or Book Transfer order, SEPA Transfer order, Foreign Currency Transfer order, VIBER Transfer order, Batch Transfer order, Batch Collection (direct debit) order, order for payment on the basis of a postal order (payment order), Forint Collection order, or an order that has to be signed, using the Correspondence with the Bank function, and the Client does not have a Signature Device linked to its Business Terminal, then the signing of the first page of the confirmation list generated by the Business Terminal for the Client, with the signature, registered with the Bank, of the Account Signatory authorised to initiate paper-based Payment Transactions, followed by the faxing of the document thus signed to the fax number, provided on the Bank's website, of the Client's account-keeping Bank Branch, and the arrival of the fax, shall constitute the granting of preliminary approval.

2.8.3. (b) If the currency of the Bank Account to be debited/credited is different from the currency of the Bank Account to be credited/debited or if the amount to be debited/credited is specified in a currency that is different from the currency of the Bank Account, in respect of the conversion between currencies the Bank shall – unless otherwise stipulated in the Agreement concluded with the Client – apply the exchange rates communicated by the Bank in manner specified in the CBR. Accordingly, orders requiring conversion that have been received and accepted for execution and processing on the given day, by the deadline advertised in the Banking Timetable, shall be executed by the Bank at the exchange rate quoted by it, on the basis of the applicable market exchange rates, on the given day and valid at the time of acceptance of the order, while for Payment orders requiring conversion that are received after the Acceptance Time, the execution exchange rate is the first advertised exchange rate after the Acceptance Time.

3.2.1. (b) Based on an Agreement, a Transfer order may also be submitted with a stipulation as to the debit date (i.e. a Value Date, with such orders being referred to as deferred, or Forward-dated, Transfers), except for Foreign-currency Transfers, as with these, the Forward-dated Transfer option is not available. If the debit date is earlier than the day on which the payment can actually be executed, or if it is a day that falls outside the period stipulated by the Bank (1 year), the Bank may refuse to execute the payment order.

3.2.2. (b) (ii) the payment order is submitted by the Paying Party Client not on paper (but through services initiated via the CIB Internet Bank, MobilCIB, BT and SWIFT channels, or using the CIB24 and InBiz services); and

3.2.3. (b) Batch Transfer orders may be submitted and the related data exchange may be performed via the Business Terminal, and InBiz systems of the Bank.

3.2.4. (e) Interbank Foreign Currency Transfer and International Forint Transfer

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Key characteristics of the Service: The Transfer order initiated by the Client is forwarded by the Bank to the beneficiary's payment service provider via the clearing mechanisms available to the Bank, contracted by it and provided for its customers, subject to terms that are in line with the contractual terms and/or general business regulations valid at the providers of such mechanisms. Key characteristics of a SEPA Transfer (SEPA Credit Transfer): automatically executed electronic transfer, currency exclusively EUR, execution deadline: maximum 3 Banking Days (without conversion), the Client (sender, recipient) must pay the commission and costs charged by its own bank, the full amount of the payment order (without deductions) is credited on the Beneficiary's account, no limit applies to SEPA Transfers, the condition for the execution of a SEPA Transfer is that both the Paying Party (initiating party) and the beneficiary's bank must be members of the EU clearing system; it is compulsory to use the SWIFT address of the Beneficiary's bank, and it is compulsory to specify the Beneficiary's Bank Account in IBAN format, and a SEPA Transfer may not be requested for T-day (Forward-dated) execution using an Electronic Service.

3.2.12. Disbursement of a non-repayable home-purchase allowance (including an allowance granted against the Cafeteria limit)

Based on a separate agreement concluded between the Bank and the Client with respect to a home-purchase-allowance disbursement service, the Client, in its capacity as employer, disburses through the Bank a non-repayable home-purchase allowance to its employees in accordance with the effective legal regulations applicable thereto (currently, pursuant to Section 2.7 of Schedule 1 of Act CXVII of 1995 on Personal Income Tax [Income Tax Act]). A home-purchase allowance may be disbursed on the basis of a one-off or batch Transfer order, exclusively in forint, issued by the Client. Besides taking into account the general rules on Transfers, the following data must also be submitted in the following format in the Transfer order:

- a) in the case of ad hoc (one-off) transfer orders:
purpose: HREC
comment: [employee's tax identification code], [employee's name], CAFETERIA
- b) in the case of a batch Transfer order:
purpose: CAL
comment: [employee's tax identification code], [employee's name]

The Client must issue a statement to the Bank pursuant to the relevant legislation – currently Article 2, paragraph (4) of Decree 15/2014. (IV.3.) of the Ministry for National Economy – separately for each calendar year, by 31 December of the year concerned at the latest. The Client, after issuing the statement (by 31 December of the year concerned), is entitled to designate additional employees (beneficiaries) in a new statement. The Client shall issue the statement in a format specified by the Bank, on paper – provided that more than 5 private individuals are specified in the statement to whom the Client wishes to provide the allowance – (with the same data content) in MS Excel format. The Bank publishes a currently valid sample of the statement on its website (www.cib.hu). The Bank accepts statements that are issued in a manner that is different from the currently valid sample, with the proviso that (i) the Client shall at the Bank's request issue a new statement or provide additional data and (ii) the Bank charges a separate fee for the issuing of a certificate on the basis of such statements. The Client is solely responsible for examining, pursuant to the Decree, the appropriateness of the data provided in the statement. The Client is solely responsible for examining the preconditions for the home-purchase allowance under the legal regulations.

The Bank shall issue a certificate on the disbursement of the home-purchase allowance (execution of the Transfer), separately for each employee, by 31 January of the year following the disbursement and shall send it to the Client, provided that the Client has issued the statement specified in the Decree by 31 December of the year of the disbursement.

3.9.1. (e) (new serial number: **3.6.1. (e)**) By way of cash transfer orders the Client may pay, or have a third party pay, cash to its Bank Account kept at the Bank, with the intermediation of a payment service provider. The Bank undertakes to perform the transfer, between the Client and the postal service provider (currently Magyar Posta Zrt.), of the data files relating to the cash deposits initiated by or for the Client by way of a cash payment order. The Bank notifies the Client, via the Business Terminal or CIB Internet Bank, of the detailed data relating to the amounts received by cash payment order, in the manner in which it was received from the postal service provider. The Bank shall charge on to the Client the consideration charged by the postal service provider for execution of the cash payment order, and shall debit such consideration from the Client's Bank Account together with the consideration, specified in the List of Conditions, charged by it for provision of the cash transfer order service.

3.9.2. (b) (new serial number: **3.6.2. (b)**) A disbursement based on a postal payment order is a Payment Transaction through which the Bank Account Holder instructs the Bank to initiate a forint disbursement in favour of the Beneficiary, to the address indicated in the order, which disbursement is effected through a postal service provider, if the coverage for the amount to be transferred and the postal fee are available on the Bank Account of the Bank Account Holder Client. The Client has the option of submitting a payment order to the Bank via the Business Terminal or CIB Internet Bank. The Bank agrees to transfer the data, provided on the postal payment check order provided by the Client, between the Client and the postal services provider. The Bank shall check the received data files from an IT and a numerical perspective, and this check shall extend to the readability and suitability for processing of the data file. If the received data file is unreadable or was not prepared with CP 852 Hungarian character set with diacritical marks, or is unsuitable for processing for any other reason, the Bank shall notify the Customer of the rejection of the order. With respect to the acceptability of the data file, until proven otherwise the Bank's records shall be regarded as definitive. Based on the data provided, the postal services provider makes a payment to the Beneficiary. Data files returned by the postal service provider to the Bank furnished with individual identifiers (identification number, checksum, date of recording), shall be made retrievable for the Client, by the Bank, via the Business Terminal and/or CIB Internet Bank following their receipt from the postal service provider. Damage arising from content-related errors in a data file provided by the Client (e.g. duplicated data file, false or inadequate paths, etc.) shall be borne by the Customer. The Bank excludes any liability for damages or additional costs arising from erroneous or repeated transfer by the Client. The Bank shall debit the consideration charged for provision of the payment order service from the Client's Bank account in accordance with the List of Conditions.

V. The following sections of the Specific Business Regulations Pertaining to the Business Terminal Service are amended as follows:

2.2.6. The Client is responsible, within its own sphere of competence, for the protection of their IT system against viruses. The Client is obliged to ensure the installation of the security updates provided by the operating system's manufacturer, and of virus protection software that is updated as frequently as possible. In the case of connection to the internet, the connection must always be initiated from behind a firewall.

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10136915-4-44 Group tax number:17781028-5-44 Community VAT number: HU17781028 Stock exchange membership: Budapest Stock
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3. REQUESTING THE BUSINESS TERMINAL, RANGE OF THE BASIC AND OF THE SUPPLEMENTARY ELECTRONIC SERVICES

3.1. The Electronic Service may be requested by the Client in writing, by completing in full and signing the Agreement on the Business Terminal Service and the Business Terminal configuration request (application form). The Client, after signing the Agreement on the Business Terminal service and completing and signing the application form, is entitled to use the basic services of the Electronic Service, and those of the supplementary services that the Client has indicated on the application form. The Bank also provides its "cash pool information provision" supplementary service, and its "Subledger report on merchant payments and turnover" supplementary service without the need for these services to be separately indicated on the application form, insofar as the Client has an Agreement with the Bank relating to the cash pool service or the POS or ePOS service. In order to use the individual supplementary services of the Electronic Service as listed below, another Agreement must be concluded between the Client and the Bank.

3.2. The Bank shall only hand over the Signature Device(s) to the Client or the Client's authorised representative. If the Client's authorised person proceeds on behalf of the Client, then in terms of the content of the authorisation the Bank accepts a letter of authorisation with a content that matches the specimen letter of authorisation made available by the Bank at the Client's request.

3.3. When requesting the BT Service the Client is obliged, for the purpose of registration by the Bank, to designate, on the form specified by the Bank, the BT Signatory (Signatories), as well as those Bank Accounts over which the BT Signatory may dispose by using the Electronic Service, or which are affected by the Electronic Service. The Client may initiate a change to the BT Signatory (Signatories), or a modification request related to the Electronic Service by completing, without omissions, the forms placed at its disposal by the Bank, and submitting them to the Bank.

3.4. The Client is entitled to increase or decrease the range of accounts that are included in the Electronic Service and to request changes of a technical nature. The Client may request the termination of the Assignment as well. The modification may be requested in writing at a Bank Branch, and the Bank will perform the setting of the modification in the Business Terminal within 5 (five) Banking Days following the signing of the amendment of the Agreement.

3.5. The Bank, in the course of providing the Electronic Service, provides the following basic services to the Client:

- 3.5.1. Information regarding bank accounts and bank cards;
- 3.5.2. Submission of Forward-dated Forint Transfer and Book Transfer orders
- 3.5.3. Submission of Foreign Currency Transfer orders;
- 3.5.4. Submission of SEPA Transfer orders;
- 3.5.5. Submission of RTGS Transfer orders;
- 3.5.6. Submission of orders for the fixing of a Deposit, the breaking of a Deposit or the termination of a Deposit;

- 3.5.7. Submission of Forint Collection orders;
- 3.5.8. Bank Card information enquiry;
- 3.5.9. Payment on the basis of a postal order;
- 3.5.10. Post Office file download (Post Office files relating to cash payment orders and postal payment orders can be requests in relation to a specified time period)

3.6. The Bank, in the course of providing the Electronic Service, provides the following supplementary services to the Client, subject to fulfilment of the condition(s) specified alongside the given supplementary service:

- 3.6.1. Bank card limit modification;
- 3.6.2. Submission of a Batch Transfer order;
- 3.6.3. Submission of a Direct Debit order (a separate Agreement concluded between the Bank and the Client is required);
- 3.6.4. "Correspondence with the Bank" service, through which the submission and cancellation of non-standard orders for the fixing of a Deposit, or the cancellation of an order (orders) pending processing at the Bank is possible in accordance with the provisions of the Banking Timetable that relate to orders submitted in paper format, and furthermore any certificate issuable by the Bank may be requested;
- 3.6.5. Investment service (a separate Agreement concluded between the Bank and the Client is required);
- 3.6.6. Provision of cash pool information (in the case of a Cash Pool Agreement concluded between the Bank and the Client);
- 3.6.7. Subledger report on merchant payments and turnover (E-statement; in the case of a POS or ePOS Agreement concluded between the Bank and the Client).

3.7. The Electronic Service extends to the Client's Bank Account(s) specified, at the Client's discretion, on the application form.

3.8. The Processing of non-standard orders for the fixing and breaking of an individual Deposit launched using the Correspondence with the Bank function does not take place automatically, and therefore the Client may request information on the fulfilment of these in the account information module of the Business Terminal. An Agreement relating to the fixing of a non-standard Deposit, and termination of the Agreement, takes effect between the Client and the Bank when the Bank has displayed the fixing or termination of the non-standard deposit fixing transaction, in line with the terms specified by the Client, in the account information module.

3.9. In respect of the investment services to be provided to the Client by the Bank through the use of the Business Terminal, the Bank's terms and conditions pertaining to investment services shall apply.

3.10. In the context of Assignment, the Bank, based on the Client's written request submitted in the Bank Branch, enables the Client to access the group of accounts designated by

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it not only through the Client's own Business Terminal, but also through the Business Terminal installed for another Client.

4. AUTHORISATION LEVELS

4.1. Administrator

After the installation of the Business Terminal, the maintenance of the Business Terminal at the Client is performed by the Administrator. The Administrator has all the authorisations required within the Business Terminal, except for the signatory rights of the BT Signatory. The Administrator may only exercise the authorisations of a BT Signatory if the Administrator has also been registered by the Client side as a BT Signatory. The Client is entitled to grant Administrator rights in the Business Terminal to natural persons in the manner recorded in the relevant Manual Relating to Electronic Services. Through the exercising of such Administrator rights by such persons not identified by the Bank, these persons or the third parties determined by them may gain access to information that is classified as bank secrets, in which case the Bank shall not be responsible for holding the bank secrets confidential, and by assigning the Administrator right, the Client exempts the Bank from its obligation to safeguard bank secrets, and authorises the Bank to release the bank secrets to the Administrators via the Business Terminal system.

The Administrator can record in the Business Terminal both account-specific and non account-specific authorisation levels. The account-specific authorisations are authorisation levels that in every case are linked to an account affected by the Electronic Service. The non-account-specific authorisations are authorisation levels that are not linked to an account affected by the Electronic Service.

4.2. BT User

The BT User(s) may have the following rights relating to the use of the Business Terminal:

- may only retrieve account information
- may retrieve account information and initiate orders
- may only record orders, add them to a batch and send them to the signing folder.

4.3. BT Signatory

The person identified in the Bank who is authorised by the Client to submit the orders that may be initiated via the Business Terminal, and to sign and approve them using the Signature Device. The BT Signatory's signature and approval rights related to the approval of the following types of order, specified in the Specific Business Regulations Pertaining to the Bank Accounts and Payment Transactions, which may be initiated via the Business Terminal:

- Order for the fixing of a Deposit;
- Breaking of a term Deposit, termination of a Deposit;
- Requesting orders that may be launched from the "Correspondence with the Bank" function, and all certificates issuable by the Bank;
- Use of investment services (purchase/sale of securities).

In addition to the above, the account-specific (related to accounts) authorisations recorded by the Administrator are also, in every case, approved by the BT Signatory.

By registering the BT Signatories with the Bank the Client authorises the BT Signatories to exercise, for and on its behalf, the access rights specified in these Specific Business Regulations, and to have access to such bank secrets as are necessary for exercising their access rights, and furthermore it authorises the Bank to release such information, classified as bank secrets, to the BT Signatories. The authorisation of the BT Signatories is subject to no restrictions whatsoever – including restrictions on amounts – unless the Bank and the Client expressly agree on a restriction.

5.1. The Bank verifies the identity of the BT Signatory (Signatories).

5.3. The BT User is identified when accessing the Business Terminal with the help of the User ID and the password. Afterwards, the Client is able to use the services with respect to the accounts that are available in the framework of the Electronic Service.

6. BLOCKING OF ACCESS

6.1. If the Client notices that the data relating to its identification (User ID, password, , code) or devices (Signature Device) have been lost or are no longer in its possession, have been or may have been obtained by an unauthorised person, or if there are unauthorised transactions on the Bank Account statement, the Client shall immediately notify the Bank thereof in each case in writing or via CIB24, and at the same time request the full blocking of access to the Electronic Service. The request for blocking may be made by giving the Business Terminal ID. The Bank performs the blocking on the day of the request for blocking.

6.2. The Electronic Service may be accessed again by ordering and installing a new copy of the program package. A new Signature Device or code associated with it, may be requested without the need to request a new program package.

8. RESPONSIBILITY

The Client understands that the Bank excludes its liability (subject to the provisions of the CBR)

- for any damage incurred by the Client as a result of the blocking of access to the Electronic Service. The Bank shall not be liable for loss sustained by the Client due to the blocking even if the request for the blocking did not come from the Client (i.e. in the event of an unauthorised request).
- for the fact that any data classified as bank secrets comes to the knowledge of unauthorised persons in the course of Assignment, or for any damage stemming from the termination of such Assignment; and
- for any direct or indirect damage suffered by the Client due to the changing or suspending of the Electronic Service as regulated in the CBR.

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