



**List of conditions for legal persons and for organisations without legal personality  
General and special provisions**

**In effect: 12 December 2011**



**List of conditions for legal persons and for organisations without legal personality - General and special provisions**  
In effect: 12.12.2011

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## List of conditions for legal persons and for organisations without legal personality - General and special provisions

In effect: 12.12.2011

### I. Bank account keeping, account packages and related services

In effect: 28 November 2011

Published: 26 August 2011

As of 15 October, 2011 the Bank is going to terminate the practice of initiating (activating) HUF frame order. Only those frame order activation will be fulfilled by the Bank after this date, the initiation (activation) of which took place prior to 15 October, 2011

#### I. Bank account keeping

1. MKB Bank opens and keeps bank accounts in the following currencies: **HUF, AUD, BGN, CAD, CHF, CZK, DKK, EUR, GBP, HRK, JPY, KWD, NOK, PLN, RON, SEK, USD.**

The Bank issues cover certificates in the above currency types.

#### 2. Bank account keeping fee

The Bank will charge a monthly bank account keeping fee for the account management services to the extent defined in the List of Conditions titled "List of Conditions for Legal entities, organisations not deemed to be legal entities, for I. Bank account keeping service packages and related services".

The Bank may charge the Customer an inactive bank account keeping fee – in addition to the bank account keeping fee – within the framework of Inactive bank account keeping activities.

- a) if the average aggregate monthly balance of all of the Customer's bank accounts managed by the Bank, as determined in HUF for a given calendar quarter fails to reach HUF 20,000 (Twenty thousand HUF).

(The Bank will calculate the HUF value of the foreign currency accounts' average balance using the mid exchange rate of MNB valid on the last working day of the given month.

The aggregate average balance: means the sum of the monthly balance of all the Customer's bank accounts managed by the Bank.

The monthly average balance of the bank account: means the mathematical average of the daily closing balances with bearer's interest of the given month.)

**AND**

- b) None of the following criteria are met:

1. in each calendar month, minimum two debits or credits take place on average (not counting the transfers among nostro accounts);
2. the customer has a fixed-term deposit based on a valid deposit agreement concluded with the Bank (irrespective of any amount limit)
3. a bank account relationship dated within 6 months
4. the receipt securities account management services.

#### 3. Conversions

- 3.1. The conversions (foreign currency exchange between different currencies) are performed at MKB Bank commercial exchange rate, except for the fulfilment of orders listed in this Section, in case of which MKB Bank cashier exchange rates are applicable:

- credit of incoming foreign currency payment transfers;
- credit of HUF payment transfer received to foreign currency account;
- cash and treasury transactions;
- bankcard (deposit card and credit card) use related transactions;
- foreign currency book transfers (payment transfers between own accounts of the Customer kept at the Bank in different currency types) submitted via NetBANKár for immediate performance.

- 3.2. In case of conversion we purchase foreign currency/exchange at the buy exchange rate quoted against HUF and sell they at the sell exchange rate quoted against HUF. If the conversion is between two foreign currencies, the Bank will apply one of the following procedures in terms of the exchange rate used for the conversion selecting the stronger option against HUF (the buy/sell exchange rate of which against HUF is higher):

- a) the foreign currency to be converted, which is stronger against HUF will be converted at middle rate (the average of the buy and sell exchange rate) and the foreign currency weaker against HUF at sell rate,

- b) the foreign currency to be converted, which is weaker against HUF will be converted at buy exchange rate and the foreign currency stronger against HUF at middle rate.



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### 4. Accounting treatment of fees

The following fees shall be charged and debited per closing period, on the last working day of each month: Bank account keeping fee, Service package fee, monthly fee of telephone and electronic services, mail box rental fee, and the accrued fees (HUF payment transfer fee, booking fee, special fee for paper-based transactions, bank account statement fee, fee of information data, SMS fee).

The value day on which such fees shall be charged and debited is always the first day of the next month – even if it falls on a banking holiday.

Commissions, fees and costs specified in other points are charged by the Bank as they are incurred, to the Account Holder's bank account.

In the case of a prompt HUF collection order the applicable fee is payable by the person submitting the collection order. Upon making a transfer on the basis of a prompt HUF collection order the transaction commission applied in the case of a one-off paper-based HUF transfer is charged to the Account Owner who or which is obliged to make a payment. The fee for entering the prompt HUF collection order in the relevant register is charged to the Account Owner who or which is obliged to make a payment.

Special collection orders submitted against foreign currency based bank accounts are performed with conversion at the cashier foreign currency exchange rate of MKB Bank.

In the case of the performance of a group collection order the transaction commission/fee item is payable by the person initiating the order, i.e. the Collecting entity.

If a group collection order is submitted, the relevant fee is payable by the person submitting the order, while the turnover commission on the transaction is charged to the Account Holder that is obliged to make payment.

In the case of late performance of fees, commissions or costs payable to MKB Bank and any other debt incurred to MKB Bank - that are not regulated in contracts - the rate of the default interest equals - unless otherwise specified in a contract - the statutory default interest as specified in the Hungarian Civil Code, as may be amended from time to time.

The Bank charges bank account keeping fee per account in the case of the following bank accounts:

- corporate bank account (used for cash transactions)
- escrow account
- project financing account
- deposit collective account (lawyer/court foreclosure/notary public/vehicle dealer)
- corporate card coverage account

If the Customer uses an account package the Bank charges the account keeping fee per account for the accounts kept in addition to those comprised in the package (listed above).

The costs, fees and commissions – including the fees, costs and commissions charged by the banks involved in the performance (hereinafter jointly referred to as: Costs) - will be charged by the Bank and debited to the bank account of the Customer kept at the Bank after the costs arose with the following conditions:

- If the costs arise after the debit of the amount defined in the transfer order the date of debiting the cost will differ from this date (subsequent debit);
- The amount of the costs may differ subject to the banks involved in the performance;
- If the Customer is the beneficiary, the Bank will settle the costs after the credit and debit the bank account of the Customer.

### 5. The Bank charges no transaction commission

- one-off HUF and foreign exchange transfer between a Customer's bank accounts (except for transactions in the course of the automatic fill-up of card coverage accounts, see X 1)
- amounts debited in order to correct errors resulting from the Bank's mistakes,
- in the case of transactions debited to bank accounts as a consequence of interests, commissions and costs to be collected for the Bank in the course of accounting closures of bank accounts, along with items that are charged by the Bank to the Customer's bank account to settle the Customer's debts owed to the Bank and the bank account to which such items have to be credited are not cash transaction type bank accounts.

### 6. Accounting fee.

The Bank charges account keeping fee per item for the following orders:

In the list of conditions 'Bank account keeping, account packages and related services for legal entities and for organisations without legal personality' on the following orders:

II. Payment transactions	
III. Cash desk and vault transactions	Except for point 3



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IV. Cheque transactions	
XIII. Bank card use	6. Commissions and costs on transactions
XIV. Other fees relating to bank account keeping and payment transactions	3. Payment transfer by authorities / Prompt HUF collection

On the following orders within the list of conditions 'Bank account keeping, account packages and related services for legal entities and for organisations without legal personality':

III. Documentary banking transactions	1. Collection orders (international collection orders)
	2. Documentary credit (L/Cs)
	3. Guarantees

In case of the utilisation of the Service Package the Bank will charge booking fee for the bank accounts additional to the bank account belonging to the Service Package.

### 7. Special fee for paper-based transactions

The Bank charges this fee in case of customers authorised to receive Electronic bank account keeping. The fee will be charged in addition to the conditions applicable to the orders submitted on paper, separately from them.

### 8. Fees for urgent processing applied in the case of transfers

If at the Customer's request formalities are carried out and the transaction is effected faster than the regular 'business-as-usual' procedure (as specified in 'Admission and performance of orders') the Bank charges a specific fee for urgent processing.

In case of foreign currency payment transfers within the Bank if the order is a payment transaction within EEA the Bank cannot apply a performance process different from the published process. If the customer requests this service in case of a payment transaction within EEA the Bank will take no notice of the request and will not charge urgency fee either.

### 9. Payment in banknotes

#### 9.1. Withdrawal of banknotes of significant amount at the till

The Bank undertakes the immediate payment of **HUF, EUR and USD** banknotes at the till subject to the cash inventory:

Please inform the Bank about your payment request of **HUF, EUR and USD amounts exceeding HUF 2 million value** not later than 11.00 a.m. on the business day preceding the day of the cash withdrawal.

Please inform the Bank about your payment request of **EUR and USD amounts exceeding HUF 10 million value** not later than 11.00 a.m. two business days prior to the day of the cash withdrawal.

The Bank undertakes the immediate payment of **AUD, BGN, CAD, CHF, CZK, DKK, GBP, HRK, JPY, NOK, PLN, RON, SEK** banknotes at the till subject to the cash inventory. Please inform the Bank about your payment request exceeding **HUF 200 thousand value** not later than 11.00 a.m. two business days prior to the day of the cash withdrawal.

Please also inform the Bank about the potential withdrawal of the previously announced requirement until the above defined deadlines.

MKB Bank does not accept cash deposit in **Scottish Pound** and does not perform its conversion to other currency types.

#### 9.2. Acceptance of damaged and faulty HUF banknotes unsuitable for utilisation

The Bank accepts faulty banknotes (over worn as a result of utilisation, covered by grease, oil, chemicals, paint, ink, torn but otherwise complete banknotes) for cash deposit and conversion to other currency type if not more than 49% of the surface of the banknote is soiled and it does not prevent the recognition of the banknote.

The Bank accepts damaged (incomplete) HUF banknotes for cash deposit and conversion to other currency type if more than half of the banknote is intact (incomplete banknotes, the belonging parts of which constitute 51% of the complete banknote).

#### 9.3. Acceptance of damaged foreign currency banknote unsuitable for utilisation

The Bank accepts damaged, incomplete foreign currency banknotes for cash deposit and conversion to other currency type if 90% of its surface is intact and the serial number of the banknote is not damaged or in case of USD the bank and treasury stamps are intact.

### 10. Payment in coins



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**10.1.** MKB Bank accepts coins for cash deposit at the till and conversion to other currency type in case of **HUF, GBP and EUR** currencies. In case of GBP, only the 1 and 2 pound coins are accepted by the Bank.

**10.2.** In case of HUF cash withdrawal in coins in addition to the basic commission the Bank will charge additional charge in case of the withdrawal of over 100 coins. The Bank undertakes the payment of max. 5,000 coins.

**10.3. Acceptance of damaged, faulty coins:** faulty coins are the coins, the weight of which has decreased as a result of their purposeful utilisation or they are difficult to recognise. The Bank accepts faulty HUF or foreign currency (USD, EUR) coins for cash deposit at the till and conversion to other currency type. The Bank does not accept incomplete coins for either cash deposit or conversion, except for the HUF coins containing precious metal. The Bank accepts damaged HUF coins with precious metal content for consequent settlement at the account of the customer – against receipt.

### 10.4. Receiving deposits in bags

Deposits in bags may be placed in single-use plastic bags provided by the cash transporting company or by the branch specified by the Bank as the place of deposit or in case of coins of larger quantities in linen bags with lead seal. The banknotes must be separated by currency type and bundled by denomination. In one bag there can only be HUF or only other currencies, in the maximum value of HUF 20 million per bag. Coins can only be put in plastic bags if they are previously placed in nylon bags and if their value equals to maximum ten thousand Forints and the quantity is not more than 50 coins per coin denomination. Maximum 10 kilos of coins can be placed in one linen bag with lead seal. Complaints are received within two weeks after processing the deposit if the difference amounts to minimum HUF 1,000.

#### Deadlines related to bag services:

	Branch service	Vault service	In case of using Banktrezor (bank deposit box) <sup>1</sup> (deposit only)
<b>Performance deadlines:</b>			
<b>Deposit</b>	During branch business hours	0-24 hours	0-24 hours
<b>Withdrawal</b>	During branch business hours, but it must be indicated in writing until 10 <sup>00</sup> on the bank business day preceding the performance (current day)	During branch business hours if the customer uses the cash transporting company of the Bank – the request must be indicated in writing until 10 <sup>00</sup> on the bank business day preceding the performance (current day)	-

#### Credit deadlines for deposits:

	At deposit	-	After the opening of the deposit box
<b>At alleged value<sup>2</sup></b>	At deposit	-	After the opening of the deposit box
<b>At effective value</b>	On current + 2 <sup>nd</sup> day in case of bags received on the current day	On current + 1 <sup>st</sup> day if the money was collected by cash transporting company	Current + 2 <sup>nd</sup> day in case of bags received prior to the opening the deposit box

## 11. Issuing invoices

The Bank fulfils its obligation to issue invoices to its Customers as prescribed in the VAT Act by issuing one-off invoices or consolidated invoices.

The invoice receipt is sent to the Customer together with the bank account statement, at the frequency requested by the Customer.

Bank account statements provided in PDF format by the Bank via PCBANKár, NetBANKár Business and NetBANKár services are identical in forms and content with the paper based account statement sent by mail or handed over personally, however they are not deemed accounting statements pursuant to Act C of 2000.

<sup>1</sup>The deposit box is emptied by the Bank once on every business day

<sup>2</sup>The bank maintains the right to adjust the amount credited at alleged value by the effective value after processing



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For those corporate Customers requiring bank account statements only electronically the Bank will provide a bank account statement deemed accounting statement once in every calendar year – based on the announced request of the Customer.

### 12. Admission and performance of orders

**Submission:** Handover of the payment transfer order to the Bank on paper or electronically.

**Arrival:** The payment transfer order submitted to the Bank on paper or electronically is received by the Bank, which records the stores the time of the arrival (year, month, day, hour, minute).

**Takeover:** The Bank prepares the received payment transfer order for acceptance examining if the conditions of acceptance are met.

**Cut-off time:** A final deadline defined by the Bank, which precedes the close of business by not more than two ours. After this deadline the Bank deems payment transfer orders received on the next business day.

**Acceptance:** Start of processing of a payment transfer order meeting both the format and content requirements for which the necessary funds are available during the performance of the payment transfer order by the Bank within the framework of the performance of the tasks of the Bank.

**Performance date:** Date of acceptance of payment order by the Bank, always a bank working day. When calculating performance deadlines only bank working days may be considered.

**Closing time of the business day:** time defined by the Bank based on a number of considerations (such as especially currency type, place and method of submission, method of payment, etc.) until which the given payment transfer order is taken over.

#### 12.1. Deadline for the admission of orders for processing on the current day

##### a. Domestic HUF payment orders (at the debit of HUF-based bank accounts)

	Transaction	Method of submission	Closing time of the business day	Cut-off time	Credit
<b>Interbank GIRO and group transfer</b>	Payment transfer and collection order	electronically	19:00	T-day 17:45	T+ 1 day
		on paper	14:00	T-day 12:00	
	Payment transfer to bank account not kept at MKB	via MT 101 SWIFT	18:45	T-day 16:45	
	Objection to group collection	on paper	17:00	15:00 on the business day preceding the day of the debit	
		Via TeleBANKár administrator			
<b>Transfer within the bank</b>	Payment transfer to bank account kept at MKB	electronically	19:00	T-day 17:45	T-day
		on paper	14:00	T-day 12:00	
		via MT 101 SWIFT	17:00	T-day 15:00	
<b>VIBER</b>	VIBER orders	electronically	16:00	T-day 14:30	T-day
		on paper	15:00	T-day 13:00	
		via MT 101 SWIFT	15:30	T-day 13:30	
<b>Master**</b>	HUF payment transfer master order initiated via TeleBANKár administrator *	Via TeleBANKár administrator	19:45	T-day 17:45	T+ 1 day
	HUF master order initiated via TeleBANKár system	Via TeleBANKár system			
<b>Postal</b>	Payment of postal orders	electronically	15:00	T-day 13:00	Forwarding on T-day
		on paper	On the business day preceding the day of debit at the time of the till closing time	On the business day preceding the day of debit at the time of the till closing time	
<b>Till</b>	Cash payment orders	at the till	when the till closes	when the till closes	

\* The exceptions are those payment transfer orders submitted after 17:45 on any calendar day in the **NetBANKár** system or via **TeleBANKár** officer, in case of which both the debit and the credit must be performed on bank accounts kept at MKB Bank. These orders are performed by the Bank immediately even after 17:45 if the coverage is available on the bank account to be debited. The value date of the order is always confirmed by the Bank.

\*\* As of 15 October, 2011 the Bank is going to terminate the practice of initiating (activating) HUF frame order. Only those frame order activation will be fulfilled by the Bank after this date, the initiation (activation) of which took place prior to 15 October, 2011



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**b. Foreign currency payment orders**

<b>Credit of received amounts of payment transfer orders</b>			
<b>Currency exchange (conversion)</b>	<b>Closing time of business day</b>	<b>Applied exchange rate</b>	<b>Credit to the account of the beneficiary</b>
Credit without conversion	16:00 on T-day	none	On T-day
Credit with conversion		Cashier exchange rate effective at the time when the credit related order is received	

<b>Submission of immediate payment transfer order via the use of NetBANKár service to own account kept at MKB Bank (book transfer)</b>				
<b>Currency exchange (conversion)</b>	<b>Closing time of business day</b>	<b>Final deadline of submission</b>	<b>Applied exchange rate</b>	<b>Credit to the account of the beneficiary</b>
Debit without conversion	19:45	17:45 on T-day	none	immediately
Debit with conversion			Cashier exchange rate effective at the time when the order is received	

<b>Submission of payment transfer order via the use of electronic service or MT101 SWIFT</b>						
<b>Direction of transfer</b>	<b>Transaction</b>	<b>Currency exchange (conversion)</b>	<b>Closing time of business day</b>	<b>Final deadline of submission</b>	<b>Exchange rate listing*</b>	<b>Credit to account of the financial service provider of the beneficiary</b>
To the benefit of payment account kept at MKB Bank	Payment transfer within EEA	Debit without conversion	17:00	15:00 on T-day	none	on T-day
		Debit with conversion	14:00	12:00 on T-day	on T-day	
	Payment transfer outside EEA	Debit without conversion	17:00	15:00 on T-day	none	on T-day
		Debit with conversion	14:00	12:00 on T-day	on T-day	on T-day + 2 days
To the benefit of payment account kept at another bank	EUR/HUF payment transfer within EEA	Debit without conversion	16:30	14:30 on T-day	none	not later than on T-day + 1 day
		Debit with conversion	14:00	12:00 on T-day	on T-day	
	Non-EUR/HUF payment transfer within EEA	Debit without conversion	16:30	14:30 on T-day	none	not later than on T-day + 4 days
		Debit with conversion	14:00	12:00 on T-day	on T-day	
	Payment transfer outside EEA	Debit without conversion	16:30	14:30 on T-day	none	not later than on T-day + 2 days **
		Debit with conversion	14:00	12:00 on T-day	on T-day	
	SEPA payment transfer	Debit without conversion	16:30	14:30 on T-day	none	on T-day + 1 day
		Debit with conversion	14:00	12:00 on T-day	on T-day	
	VIBER payment transfer	Debit with conversion	14:00	12:00 on T-day	on T-day	on T-day + 2 days***
	International HUF payment transfer	Debit without conversion	16:30	14:30 on T-day	none	on T-day
		Debit with conversion	14:00	12:00 on T-day	on T-day	not later than on T-day + 2 days



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<b>Submission of payment transfer orders on paper (forms)</b>						
<b>Direction of transfer</b>	<b>Transaction</b>	<b>Currency exchange (conversion)</b>	<b>Closing time of business day</b>	<b>Final deadline of submission</b>	<b>Exchange rate listing*</b>	<b>Credit to account of the financial service provider of the beneficiary</b>
To the benefit of payment account kept at MKB Bank	Payment transfer within EEA	Debit without conversion	14:00	12:00 on T-day	none	on T-day
		Debit with conversion	closing of the till on T-day	closing of the till on T-day	on T-day + 1 day	on T-day + 1 day
	Payment transfer outside EEA	Debit without conversion	14:00	12:00 on T-day	none	on T-day
		Debit with conversion	closing of the till on T-day	closing of the till on T-day	on T-day + 1 day	on T-day + 3 days
To the benefit of payment account kept at another bank	EUR/HUF payment transfer within EEA	Debit without conversion	14:00	12:00 on T-day	none	not later than on T-day + 2 days
		Debit with conversion	closing of the till on T-day	closing of the till on T-day	on T-day + 1 day	
	Non-EUR/HUF payment transfer within EEA	Debit without conversion	14:00	12:00 on T-day	none	not later than on T-day + 4 days
		Debit with conversion	closing of the till on T-day	closing of the till on T-day	on T-day + 1 day	
	Payment transfer outside EEA	Debit without conversion	14:00	12:00 on T-day	none	not later than on T-day + 2 days **
		Debit with conversion	closing of the till on T-day	closing of the till on T-day	on T-day + 1 day	not later than on T-day + 3 days **
	SEPA payment transfer	Debit without conversion	14:00	12:00 on T-day	none	on T-day + 1 day
		Debit with conversion	closing of the till on T-day	closing of the till on T-day	on T-day + 1 day	on T-day + 2 days
	VIBER payment transfer	Debit with conversion	closing of the till on T-day	closing of the till on T-day	on T-day + 1 day	on T-day + 3 days***
	International HUF payment transfer	Debit without conversion	14:00	12:00 on T-day	none	on T-day
		Debit with conversion	closing of the till on T-day	closing of the till on T-day	on T-day + 1 day	not later than on T-day + 3 days

\* In case of conversion the availability of sufficient coverage is checked at the commercial exchange rate of the day preceding the subject date at the time of receiving the order. This exchange rate may be different from the commercial exchange rate effective at the time of the performance of the order. If based on the cover check total coverage is not available on the account to be debited the Bank will put the order in the queue in line with the rules of queue management. As a result of queuing due to lack of coverage the amount of effective debit may differ from the amount established at the submission of the order either on paper or electronically.

In case of SEPA payment transfers the maximum EUR 50 000 limit amount must also be considered.

\*\* In case of payment transfers via the GIRO system, if the bank of the beneficiary has a direct link to the system the duration of the performance is longer by one day. If there is indirect link between the bank of the beneficiary and the system performance takes one more additional day.

\*\*\* VIBER payment transfers initiated via electronic services from bank accounts kept in EUR currency will be credited to the account of the bank of the financial service provider of the beneficiary already on the T-day. In case of orders submitted on paper the amount will be credited to the account of the financial service provider of the beneficiary on T-day + 1 day.

In case of payment orders initiated to the benefit of bank accounts not kept at MKB Bank the deadline in the credit column will mean credit at the bank participating as first in the performance of the payment process after MKB Bank.

MKB Bank does not perform foreign currency payment transfer orders given in USD directed to the following states: Iran, Korean National Democratic Republic, Cuba, Myanmar (Burma) and Syria. Furthermore MKB Bank will not perform foreign currency payment transfers for its Customers if either the receiving bank or the beneficiary are on the sanction lists of UN, EU or OFAC. Foreign currency payment transfer orders given in USD directed to above listed countries will remain unperformed without any special notice.



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Bank holidays in case of payment transactions concerning foreign currencies:

If in terms of a foreign currency there is no trading at the interbank FX market on a given day, this FX market holiday is not deemed bank business day at MKB Bank Zrt. for the performance of payment transactions, in which the referred currency type appears in any way (e.g as currency of the performance, conversion, currency of the debit, etc.).

If the FX market holiday concerns USD or EUR the given day is not considered bank business day in terms of any currency type.

FX market holidays do not concern payment transfers or book transfers within the Bank, which do not require conversion.

The list of bank business days in the subject month and the list of FX market holidays in the given year are shown in the information published by the Bank.

### c. Foreign currency payment orders given by the Customer for the disbursement of the loan or for prepayment based on the loan agreement concluded by and between the Customer and the Bank

Transaction	Method of submission	Closing time of the business day	Cut-off time	Establishment of exchange rate	Credit
Debit without conversion for the benefit of bank account kept at MKB Bank	electronic	17:00	T-day 15:00	not applicable	T-day
Debit without conversion for the benefit of bank account kept at MKB Bank	paper based	14:00	T-day 12:00	not applicable	T-day
Debit with conversion for the benefit of bank account kept at MKB Bank	electronic	12:00	T-day 10:00	T-day	T-day + 2 day
Debit with conversion for the benefit of bank account kept at MKB Bank	paper based	14:00	T-day 12:00	T-day	T-day + 2 day
Credit without conversion	-	17:00	T-day 15:00	not applicable	T-day
Credit with conversion	-	12:00	T-day 10:00	T-day	T-day + 2 day

In addition to above the content of the loan agreement concluded by and between the Customer and the Bank is applicable to loan disbursement and prepayment.

## 12.2. Admission of orders for processing on a specific value date

### a. Domestic HUF payment orders (from HUF based bank accounts)

- if the payment order is submitted in the form of a paper-based document (including VIBER orders) the second or some later day (not more than 90 calendar days) following the date of submission of the order may be the value date
- if the order is submitted electronically, any day within 180 days of the date of submission may be the value date specified in the order.

### b. Foreign exchange payment orders and of orders concerning the payment of HUF to recipients abroad

Foreign exchange payment orders: to bank account kept with MKB Bank, to bank account not kept with MKB Bank, GIRO and VIBER payments from foreign exchange bank accounts, transfer from credits, credit drawdowns, conversion into HUF.

- if the payment order is submitted in the form of a **paper-based document** the second or some later day (not more than 90 calendar days) following the date of submission of the order may be the value date
- if the order is submitted **electronically**, any day within 180 days of the date of submission may be the value date specified in the order.

In case of conversion the checking of the necessary cover takes place at the exchange rate available at the time of the submission of the order (foreign currency commercial rate preceding the performance day). This exchange rate may differ from the exchange rate effective at the time of the performance. If in case of the checking the cover is not adequate the order cannot be fulfilled on the performance day and it is queued by the Bank – pursuant to the rules of queuing.



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### 12.3. Processing/performing orders denominated in currencies not included in MKB Bank's official list of exchange rates

The method and deadline of the acceptance and fulfilment of orders in foreign currencies not in the official exchange rate list of MKB Bank may differ from the provisions of the current List of Terms and Conditions as follows:

**12.3.1.** During the fulfilment of the order, after receiving the order MKB Bank will transfer the amount indicated in the order to the mediating bank expressed in EUR currency (if the currency type of the bank account to be debited is USD then in USD currency) to which the exchange rate made available by the mediating bank used during the fulfilment of the order and published on [www.mkb.hu](http://www.mkb.hu) is applied. If the currency of the bank account to be debited is not EUR (and not USD either) the debit of the bank account is in EUR with the effective EUR commercial buy or sell rate quoted by MKB Bank applied. The amount expressed in EUR (or USD) is converted by the mediating bank used during the fulfilment to the amount expressed in the currency of the order at the exchange rate quoted by the mediating bank after which it forwards the amount to the account keeping bank of the beneficiary.

**12.3.2.** In case of currencies not under the effect of Section 12.3.1 (not contained by the exchange rate list published on [www.mkb.hu](http://www.mkb.hu)) the acceptance and fulfilment of orders is according to the following:

The condition of the fulfilment is the availability of 105 (one hundred and five) % of the coverage of the amount indicated in the order on the bank account to be debited calculated at the reference exchange rate published on the home page of the National Bank of Hungary (MNB) or for the lack of it on [www.xe.com](http://www.xe.com).

During the fulfilment of the order, after receiving the order MKB Bank will transfer the amount corresponding to 105% of the amount indicated in the order by the application of the exchange rate published on the home page of MNB or for the lack of it on [www.xe.com](http://www.xe.com) in EUR currency (if the currency type of the bank account to be debited is USD then in USD currency) to the account keeping bank of the beneficiary. If the currency of the bank account to be debited is not EUR (and not USD either) the debit of the bank account is in EUR with the effective EUR commercial buy or sell rate quoted by MKB Bank applied.

During the credit the bank of the beneficiary converts the amount received in EUR or USD to the currency specified in the order at the exchange rate quoted by it. The difference between the amount specified in the order and the amount credited to the account of the beneficiary will be settled by the Bank as debit or credit to the ordering customer based on information sent by the account keeping bank of the beneficiary after the deduction of the related bank commissions. The Bank will not be held responsible for the settlement sent by the account keeping bank of the beneficiary including the applied exchange rate and the charged fees, commissions.

### 12.4. Orders with insufficient funds/ Financed debts

The Bank charges default interest on the entire amount of order with insufficient funds/financed debt for the period between the date of debiting up to the payment of the coverage or the settlement of the debt.

The amount of the default interest: the overdraft credit interest rate charged by the Bank + 6 % p.a. in the case of HUF bank accounts.

In the case of bank accounts kept in USD, EUR, JPY, CHF, GBP, AUD, CAD, DKK, or SEK it is one month LIBOR + 8 % p.a.

In the case of bank accounts kept in any other currency the following interest rates are applied:

NOK	1 month OIBOR	+ 8 % p.a.
CZK	1 month PRIBOR	+ 8 % p.a.
PLN	1 month WIBOR	+ 8 % p.a.
HRK	1 month ZIBOR	+ 8 % p.a.
KWD	1 month KIBOR	+ 8 % p.a.
RON	1 month ROBOR	+ 8 % p.a.
BGN	1 month SOFIBOR	+ 8 % p.a.



## List of conditions for legal persons and for organisations without legal personality - General and special provisions

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### 12.5.

#### a. Processing HUF blanket orders, HUF standing payment transfer orders, foreign currency standing payment transfer orders

If these orders are submitted on a paper based slip the processing (input of new orders, amendment/cancellation of existing orders) takes place on the 3<sup>rd</sup> bank business day after the day of the submission.

#### b. Processing direct debit orders based on authorisation

The input, amendment and cancellation of authorisations concerning direct debits take place on the 3<sup>rd</sup> bank business day after the day of the submission. The Bank will not advise the beneficiary about the upper value limit of the performance.

**The Bank may charge commissions of different rates in some cases for banking solutions other than the routine transactions listed under 'Admission and performance of orders'**

### 13. Queue management

The Bank is authorised to deal with transactions that cannot be effected for lack of coverage on the Customer's account in the way specified in its Code of Practice. The duration of queue management is currently 35 days, with the following exceptions:

- Dates for keeping items in queue as specified by law: in such cases queuing specified by law (in effect at the time of the transaction) is applied.
- Debts to the Bank: such items are kept in queue until settlement.

### 14. Non transaction type bank accounts

The following accounts do not qualify as transaction type bank accounts:

- foreigners' HUF accounts,
- deposit bank account (lawyer/court foreclosure/notary public/vehicle dealer)
- bank card bail account,
- securities account,
- bond distribution account,
- other types of accounts provided for in specific agreements.

### 15. Handling of closing items

The Bank keeps any amount intended to be blocked by any party on a bank account opened for this purpose (account of blocked items). The bank account is kept free of charge and not more than one such account may be opened per currency.

### 16. Separated funds removed from the scope of the account holder's discretionary disposal

Funds managed separately, removed from the scope of the account holder's discretionary disposal cannot be attached in an enforcement procedure.

Funds separated and managed separately, for some specific purpose, withdrawn from the scope of the account holder's discretionary disposal (e.g. separation as bail, or in relation to L/C, bank guarantee, coverage certification), can be used during the period of separation only for the specific purpose they are designated for.

### 17. A customer initiating bankruptcy procedure against itself is obliged to inform the Bank about its intention of initiating the bankruptcy procedure until 15:00 hours on the day preceding the disclosure of the temporary payment postponement. The customer may forward its announcement to the Bank by way of the following channels:

- **Mail:** MKB Bank Zrt. Törzsadat Osztály, 1056 Budapest, Váci u. 38.
- **E-mail:** [csodbejelentes@mkb.hu](mailto:csodbejelentes@mkb.hu)
- **Fax:** 268-789

### 18. Payment transactions within EEA

The payment transaction at the performance of which the cash-flow service provider of both the payee and the beneficiary or the only cash-flow service provider performing the transaction extend the cash-flow service within the area of EEA and the cash-flow service is in EUR or in the currency of an EEA state outside the euro region.

EEA state: member state of the European Union and other states participating in the agreement about the European Economic Area.

Currencies of EEA: EUR, BGN, CZK, DKK, EEK, ISK, PLN, LVL, CHF, LTL, HUF, GBP, NOK, RON, SEK.

EUR/HUF payment transactions within EEA:



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- domestic payment transactions performed in HUF not requiring the currency exchange of the different currencies (conversion),
- payment transactions performed in EUR not requiring the currency exchange of the different currencies (conversion),
- domestic payment transactions requiring a single currency exchange (conversion) between EUR and HUF,
- payment transactions between EEA member states, during which one single currency exchange (conversion) between EUR and HUF is performed in Hungary and the performance itself between the EEA member states is in EUR.

### 19. SEPA payment transfer order

The Bank also receives and performs SEPA (Single Euro Payments Area) foreign currency payment transfer orders (SCT – SEPA Credit Transfer). SEPA foreign currency payment transfer order is one element of the uniform Pan-European payment tools, an interbank payment transaction, the performance conditions of which are:

- o the currency of performance is exclusively EUR;
- o it can only be used in the territory of the member states\* of the European Economic and Switzerland;
- o the amount of the order is maximum EUR 50,000;
- o the total amount is to be credited to the account of the beneficiary. The obligor and the beneficiary jointly bear the charge of the banks, i.e. the foreign bank charge is born by the beneficiary (SHA);
- o the use of IBAN and BIC is mandatory;
- o urgent order cannot be given for a SEPA transfer.

### 20. Change in the management of prompt collections after 1 November 2009:

- a) Payment transfer order by the authority (previously: prompt collection, collection by executor pursuant to Vht. § 82/A.). From 1 November 2009 the order initiated base on VHT § 82/A. is still applicable, its title and category by the legal regulation is "Payment transfer by the authority). There is no change in the management of the order, the Bank will continue to accept it on the prompt collection order form.
- b) The application of prompt collection order based on legal regulation will cease, the Bank will only receive and process such orders based on orders given until 1 November 2009, i.e. until not later than 10 November 2009, it will reject the performance of such orders given after this date. The Bank will continue the queuing of previously given orders as prescribed by the law.
- c) The Bank will perform the fulfilment of prompt collection orders based on documents subjected to execution prior to 1 November 2009 as "collection order" in unchanged form, however based on documents subjected to execution after this date collection orders cannot be submitted any longer.
- d) From among the orders known as prompt collection prior to 1 November 2009 the following ones will be performed by the Bank in unchanged form, in the category of collections, however the expression "prompt" will be left out from their titles:
  - collection based on letter of authorisation
  - collection of bills of exchangeIn case of collections based on letter of authorisation exclusively the sample letter of the Bank will be added to the clause.
- e) The management of deferred payment documentary collection and transfer orders will not change.

Orders with their titles changed according to above will be accepted by the Bank on prompt collection order forms until 31 December 2010 and will be defined as prompt collection order on the bank account statements.

### 21. Refund

The Bank will exclusively accept requests for refund in connection with the performance of group collection orders based on authorisation if the conditions defined in the Business Rules about Bank Account Keeping, Deposit Collection and Related Services are met.

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\* Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Dania, United Kingdom, Estonia, Finland, France, Greece, Holland, Ireland, Iceland, Poland, Latvia, Lichtenstein, Lithuania, Luxemburg, Hungary, Malta, Germany, Norway, Italy, Portugal, Romania, Spain, Sweden, Slovakia, Slovenia.



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### 22. Management of custody account (lawyer/court executor/notary public/vehicle dealer)

MKB Bank opens and keeps custody accounts in the following currencies: HUF, EUR, USD

The prerequisite of the keeping of custody account is that the Customer must have a corporate current account in the currency of the requested custody account.

### 23. VPOP payment transfer and confirmation with electronic service (VPOP-EBÜK)

By a transfer order submitted via the PCBankár, NetBANKár Business or NetBANKár service, the Client will commission the Bank to transfer to (credit to) the bank account of the beneficiary (eligible person) a certain amount, subject to debiting with the same amount the Client's bank account, and send a certificate of payment to the National Tax Authority (NAV/VPOP) simultaneously. The bank accounts of the eligible party (beneficiary) in case of customs authority (VPOP) transfers may only be the following bank accounts:

Number of beneficiary bank account	Name of the beneficiary
10032000-01820203-00000000	VPOP <b>EU customs income</b> account
10032000-01037203-00000000	VPOP <b>import product</b> VAT income account
10032000-01037296-00000000	VPOP <b>environment protection</b> product fee income account
10032000-01037399-00000000	VPOP <b>registration</b> tax income account
10032000-01037375-00000000	VPOP <b>energy tax</b> income account
10032000-01037306-00000000	VPOP <b>fuel</b> excise duty income account
10032000-01037313-00000000	VPOP <b>other product</b> excise duty income account
10032000-01037344-00000000	VPOP <b>tobacco product</b> excise duty income account
10032000-01037368-00000000	VPOP <b>wine from grapes</b> excise duty income account
10032000-01037351-00000000	VPOP <b>tobacco product VAT</b> income account

Considering the final submission deadline defined in Section I.10 the Bank will notify VPOP about the performance of VPOP payment transfers submitted by the Customer electronically within 1 hour in a closed system (the Electronic Bank Message system – EBÜK – of VPOP) by which VPOP will consider the payment transfer complete. VPOP payment transfers are irrevocable.

## II. Telephone and electronic services

One prerequisite for using such services is concluding a Financial service contract and a bank account contract with the Bank.

### 1. TeleBANKár and NetBANKár service

Service	Through TeleBANKár system	Through TeleBANKár employee	NetBANKár TEXT AKTÍV package
<b>Querying/modifying bank account information</b>			
balance on account (current/available balance on account)	x	x	x
bank account history	x	x	x
downloading detailed documents linked to transaction items			x
querying value dated items and items with insufficient funds		x	x
withdrawal of items with future value dates (up to 16:00 on the day preceding the value date)		x	x
downloading (current) bank account statements			x
loan enquiries		x	x



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Service	Through TeleBANKár system	Through TeleBANKár employee	NetBANKár TEXT AKTÍV package
<b>Transfers/Book transfers</b>			
one-off HUF transfer/book transfer (prompt) up to the limit (spot and value dated)		X	X
transfer on the basis of postal cheque			X
foreign exchange book transfer with prompt processing		X	X
foreign exchange book transfer and transfer		X	X
SEPA transfer		X	X
activating HUF frame order up to a limit / modification / cancellation	X		
modification / cancellation of HUF frame order			
authorisation of recording group collection order			X
authorisation of modification / cancellation of group collection order			X
<b>Fixing</b>			
fixing HUF		X	X
fixing foreign currency		X	X
campaign term deposit		X	
<b>Bank card transactions</b>			
querying bank card information		X	X
bank card limit modification		X	X
bank card activation *		X	X
bank card revocable blocking**		X	X
bank card irrevocable blocking		X	
<b>NetBróker operations</b>			
<b>Asking for proposals</b>			
securities selection			X
asking for proposal***			X
status of proposals sent in ***			X
favourites			X
<b>Securities information</b>			
news		X	X
list of conditions		X	X
<b>TeleBANKár code</b>			
Cancelling TeleBANKár code	X	X	
Modification of TeleBANKár code	X		
mobile balance top-up****		X	X
application for MobilBANKár / management of contract*****		X	X

\* This function is used for activating the inactive cards sent to Customers by mail.

\*\* This function is used for temporarily suspending active bank cards but it does not amount to cancellation (neither in its technical, nor in its legal consequences). A card blocked in this way can be re-activated with the aid of TeleBANKár through an identified telephone call.

\*\*\* This is required in the case of a securities account or when the request for accessing it through TeleBANKár service is notified to the Bank

\*\*\*\* For customers with Telenor and T-Mobile card phone / invoice payment subscription

\*\*\*\*\* It can be used with SMS active package, account holder authorisation

### 1.1. Usage limits

**If you use the NetBANKár service:** the maximum limit amount of single-time HUF and foreign currency payment transfers – by using an SMS signature – is HUF 30 000 000 per day, unless the customer disposes otherwise. If the customer set the maximum limit amount lower than HUF 10 000 000 per day, the customer may request an extraordinary limit to be set in the amount of HUF 10 000 000 per day. The extraordinary limit – once it has been set – applies to transactions of specified type carried out by the specified user over the specified bank account and its partial use is not allowed.

**If you use the TeleBANKár:** the maximum limit amount of single-time HUF and foreign currency payment transfers is HUF 3 000 000 per day.

The following applies to both the NetBANKár, and the TeleBANKár service:

The customer may submit a transfer order (book transfer) between his own accounts kept with the Bank with an unrestricted limit both for his HUF and foreign currency accounts.

- The limit amount is a HUF amount accumulated daily per order type, which concerns the payment orders (transactions) executed over the customer's accounts, resulting in debiting those and involving the movement of funds (i.e. does not apply to deposit fixing and limit changes).



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- The sum of the limits concerned may be changed /extraordinary limit may be requested up to the indicated maximum value via the TeleBANKár system, and personally in a branch.
- Account holder users may modify all limits, while proxy users may only change their own limits.
- The calculation of the limit applicable for foreign currency payment transfers in case of transactions defined at commercial foreign currency exchange rate is based on the commercial middle rate of the previous day, in case of transactions defined at the cashier exchange rate is based on the currently effective cashier middle rate.

### 1.2. The NetBANKár service

#### Technical requirements

- Recommended minimum technical requirements
- Computer, Windows 95/98/98SE/NT4.0 and Windows 2000, ME, XP operating system, or one running any of the following supported browsers.
- Internet connection
- If text Signature password is used, text message enabled mobile phone and subscription.

#### Required settings

- Browser  
Supported browsers: Firefox 3.x; Internet Explorer 6; Internet Explorer 7; Internet Explorer 8; Opera 9.5x; Opera 9.6x  
***Due to the security risk occurring in connection with any browser – until the elimination of the security risk – the bank may restrict the utilisation of the browser by informing the customers at the same time***
- The use of JavaScript must be authorised in the browser and the encoding key supported by the browser must be 128 bites in length.

#### Screen resolution

1024\*768 or higher resolution screen setting.

Mobile telephone suitable for receiving SMS messages and subscription for the use of the SMS Signer Password

The Bank may send the SMS messages from the following telephone numbers: 5833 – T-Mobile; +3620-90000652 – Pannon; +3670-7060652 – Vodafone.

### 1.3. The blocking of NetBANKár service at the initiative of the Bank

The Bank is entitled to suspend the utilisation of the service by the user for an indefinite time period (revocable blocking) if the user uses incorrect login or signer password 5 consecutive times.

## 2. PCBankár and PCBankár STP services

Service	PCBankár		PCBankár STP services
	Light	Normal	
HUF transfer and book transfer order	x	x	x
VIBER order	x	x	x
HUF credit drawdown and repayment	x	x	
Standard HUF deposit fixing and termination	x	x	
Prompt collection based on authorisation		x	x
Postal money order		x	x
Group transfer		x	x
Group collection (this requires the conclusion of a separate agreement)		x	x
Confirmation of group authorisation	x	x	x
Foreign exchange transfer without banking history (the funding for the performance of the transfers may be provided on a cash transaction bank account or on a corporate foreign exchange-based bank account)		x	x
SEPA transfer		x	
Settlement of import documentary collection order		x	
Book transfer from foreign exchange based bank account to own bank account		x	
Foreign exchange credit drawdown and repayment		x	
Standard foreign exchange deposit fixing and termination		x	
Applying for bank card*	x	x	



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Service	PCBankár		PCBankár STP services
	Light	Light	
<b>Information, data supply</b>			
Bank account statement (HUF and foreign exchange alike)	only HUF	x	x
Querying bank account balance (HUF and foreign exchange alike), online connection to the bank account keeping system showing the balance at the given point in time	only HUF	x	x
Querying daily transactions - showing the items booked to the given bank account on the given day up to the time of query (GIRO projection, debit and credit items booked during the day)	x	x	x
Exchange rates in MKB's official list of rates	x	x	
Confirmation of postal money orders posted electronically		x	x
Transmitting data sets of postal cash transfer orders (in the case of the OC 31 output code)		x	x
Report linked to group transfer and collection		x	x
Order status			x
Opening a new payment bank account **	x	x	
Sending a free-format letter***	x	x	
Receipt of MT942 SWIFT message	x	x	
Download of security account statement	x	x	
Exchange rate curve and exchange rate export		x	

\* Any applications for MKB business bank cards received and accepted by the Bank via the PCBankár services, as well as the relevant contracts, will be deemed amendments of the contract for opening and keeping of bank accounts currently in force, which were submitted on a durable medium and of which the Bank notified the customer on a durable medium.

\*\* By using the PCBankár service, the application for a bank account arrived at the Bank and accepted by the Bank shall be regarded as such supplement to the effective Financial service contract signed by the customer for opening and managing a bank account and to the contract for the management of the bank account, which the customer submitted on permanent medium and the Bank notified the customer also on a permanent medium of its acceptance.

\*\*\* The message „Free-format letter” in the „New orders” menu item is used only for such communication between the Customer and the Bank, in which the Customer may requests information from the Contact Center.

### 2.1. Free services linked to PCBankár service through TeleBANKár employee

- providing information, reconciliation of data
- reactivation and cancelling of password (based on fax message)
- cancelling key plate, registration order (based on fax message)
- cancelling customer programme, release (based on fax message)
- providing for repeated availability of statements and notices
- providing offer to programme management

### 2.2. Blocking of PcBANKár service at the initiative of the Bank

The Bank is entitled to suspend the utilisation of the service by the user for indefinite time period (revocable blocking) if the user uses incorrect login or signer password on 3 consecutive occasions. In case of incorrect signer password the suspension of the service is only applied to the functions, which require the use of the signer password.

## 3. NetBANKár Business

### Orders:

Type of order	
HUF transfer and book transfer order	X
VIBER order	X
Standard forint deposit fixing and cancellation	X
Prompt collection based on authorisation	X
Postal payment order	X
Group transfer	X
Group collection (separate agreement has to be signed)	X
Settling import documentary collection order	X
Foreign exchange transfer	X
SEPA transfer	X



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Book transfer from foreign exchange account to the same client's own account transactions booked during the day)	X
Standard foreign exchange deposit fixing and cancellation	X
Applying for bank card*	X
Opening a new payment bank account **	X

\* Any applications for MKB business bank cards received and accepted by the Bank via the NetBANKár Business services, as well as the relevant contracts, will be deemed amendments of the contract for opening and keeping of bank accounts currently in force, which were submitted on a durable medium and of which the Bank notified the customer on a durable medium.

\*\* By using the NetBANKár Business service, the application for a bank account arrived at the Bank and accepted by the Bank shall be regarded as such supplement to the effective Financial service contract signed by the customer for opening and managing a bank account and to the contract for the management of the bank account, which the customer submitted on permanent medium and the Bank notified the customer also on a permanent medium of its acceptance.

### Information:

Type	
Bank account statement (HUF and FX alike)	X
Download of security account statement	X
Querying balance on account (HUF and FX alike) - online link with the account keeping system and the real-time balance is shown.	X
Querying the day's transactions - showing the items booked on the given account at the time of the query. (GIRO projection, debit and credit transactions booked during the day)	X
Rates listed by MKB	X
Confirmation of postal payments made electronically	X
Transferring postal cash transfer order data files (in the case of OC 31 output code)	X
Report on group transfer and collection	X
Exchange rate curve and exchange rate export	X
Sending a free-format letter*	X
Receipt of MT942 SWIFT message	X
Sending an SMS notification to co-signatories	X

\*The message „Free-format letter” in the „New orders” menu item is used only for such communication between the Customer and the Bank, in which the Customer may requests information from the Contact Center.

### Limits:

Type	
Transaction limit *	X
Daily limit **	X
Defining an extraordinary transaction limit via the Contact Center***	X

\***Transaction limit** – The largest amount over which the User can dispose in the framework of a transaction through the NetBANKár Business system. The Transaction limit applies to all transactions resulting in directly debiting the given account. The amount of a transaction limit may not exceed HUF 1,500 million.

\*\***Daily limit** – The largest amount over which the User can dispose on a given day with regard to any of its accounts in the framework of a transaction through the NetBANKár Business system. The Transaction limit applies to all transactions resulting in directly debiting the given account. The system checks the Daily limit is checked when the order is sent to the Bank and it reduces the available amount of the Daily limit of the given User on its account concerned, for the day concerned, by subtracting the amount of the order.

\*\*\***Extraordinary transaction limit** – Users using the TeleBANKár service may define an extraordinary transaction limit for the accounts held by the Account owner on maximum 3 occasions per day via the NetBANKár Business system by using the Contact Center. The maximum value of the 3 extraordinary transaction limits may be 3.000 M HUF/ occasion. If the extraordinary transaction limit applies to a foreign currency account, the value of the limit shall the currency equivalent of HUF 3.000 M HUF/ converted at the same-day commercial middle rate, in the case of any currency. The extraordinary transaction limit is available for 30 minutes, then will automatically take the previous value.

### Technical requisites

#### Recommended minimum technical facilities

- Computer, with Windows 95/98/98SE/NT4.0 and Windows 2000, ME, XP operation system, or any other system that can run any of the following supported browsers.
- Supported browsers: Firefox 1.x; Internet Explorer 5.5+; Mozilla 1.x; Netscape 8.x; Opera 9.x
- Internet connection
- Mobile phone handset and subscription, as required for receiving text messages, for using the Text signature password



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The necessary settings

Browser

The use of the JavaScript and Cookies must be enabled and the encoding key supported by the browser must be of a length of 128 bites.

Screen resolution

1024\*768 or higher resolution setting.

The text messages are sent by the Bank from the phone number 58331

### Blocking of NetBANKár Business service at the initiative of the Bank

The Bank is entitled to suspend the utilisation of the service by the user for indefinite time period (revocable blocking) if the user uses incorrect login or signer password on 3 consecutive occasions.

### 4. MobilBANKár (TEXT service)

Orders	With balance	Possibility to set limit
<b>Services available at request</b>		
Regular display of balance on bank account, daily/weekly/monthly	X	-
Bank account balance watch (message when the balance drops below limit)	X	X
Notification of amount credited to bank account	X	X
Notification of amount debited to bank account	X	X
Notification of purchase made with bank account	X	X
Notification of cash having been drawn with the aid of bank card	X	X
Notification of expiry of fixing of deposit	-	-
Notification of due repayment deadline	-	-
<b>Messages that cannot be requested: these are sent by the Bank on a mandatory basis</b>		
Notification of Bank's overdue receivable	-	-

No text message is generated on corporate loan balances and transactions and on fees and commissions charged to the account with regard to the Bank's various services.

#### 4.1. MobilBANKár service related free of charge services via TeleBANKár officer and NetBANKár

- adding existing bank card and account to the scope of the service
- cancelling text service or modification of parameter of text service requested by the Customer earlier with regard to a given bank account / bank card
- modifying conditions (limits)
- modifying the number of the bank account to be debited
- modifying telephone number used for text messages and/or telephone number specified in the data sheet

The Bank may send the SMS messages from the following telephone numbers: 5833 – T-Mobile; +3620-90000652 – Pannon; +3670-7060652 – Vodafone.

### 5. Bank account statements provided through the SWIFT system

#### 5.1. Transmitting of bank accounts in the MT940 format via the SWIFT system

Upon the instructions of the Client, the Bank may request the generation of the SWIFT MT 940 bank account statement regarding the HUF and/or foreign currency turnover at MKB – in addition to the traditional paper-based bank account statement – which is to be transmitted automatically by the Bank via the SWIFT system to the designated domestic or foreign SWIFT user.

The service start date will be the third working day following the date of receiving the approved order letter and the date on which the recipient bank confirms that the messages can be sent.

#### 5.2. Transmitting and receiving of day-time bank accounts in the MT942 format via the SWIFT system

Upon the instructions of the Client, the Bank may request the generation of the daytime, interim bank account statement regarding the HUF and/or foreign currency turnover at MKB also – in addition to the traditional paper-based bank account statement – which is to be transmitted automatically via the SWIFT system to the designated domestic or foreign SWIFT user. This message type is suitable for transmitting bank account information details and/or aggregated debit, credit information. The messages to be forwarded are generated at 10 am, 14 and 16 hrs on banking days. The 10 am statement contains turnover data arising from the opening on that morning until 10 am, the 14 hours one will contain data for the time interval between 10 and 14 hours, and the 16 hours one will pertain to information arising from 14 to 16 hours.



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The service start date will be the third working day following the date of receiving the approved order letter – in case of outbound MT 942 SWIFT – and the date on which the recipient bank confirms that the messages can be sent.

The bank will receive, pursuant to the instructions of the Client, the incoming MT942 SWIFT messages, and forward them to the Client via PC Bankár or NetBANKár Business. The receiving of messages is free of charges.

### III. Bank card use

#### 1. Mode of taking out cash

- From ATMs operated by MKB Bank, up to HUF 200,000 per transaction (this is a technical limit, it cannot be modified even if the spending limit is higher than this) up to the balance on the coverage account (the bank account used as coverage for the amounts spent with the aid of the card).
- At an MKB Bank branch office and at any branch office in Hungary or abroad displaying MasterCard or Visa logo up to the balance on the coverage account (the bank account used as coverage for the amounts spent with the aid of the card).
- From ATMs operated by other than MKB Bank in Hungary or abroad up to the balance on the coverage account (the bank account used as coverage for the amounts spent with the aid of the card). (The amount of cash that can be taken out may differ from the amount that may be taken out from ATMs operated by MKB Bank).
- In the case of USD or EUR bank cards the USD or EUR amount calculated at the exchange rate applied by the Bank at the time of the transaction.

#### 2. Spending limits

Card use limits can be set individually, up to the maximum spending limits. If no specific limit amount is set, the Bank automatically applies the standard limit. The maximum spending limit equals twice the standard spending limit. Using the Bank's MobilBANKár service is a pre-requisite for setting an amount equalling twice the standard spending limits.

The maximum of temporary and permanent spending limits for every card type if MobilBANKár service is used per day:

- Cash withdrawal: HUF 5 million and 25 transactions
- Purchase: HUF 5 million and 20 transactions.

In the case of USD or EUR bank cards the USD or EUR amount calculated at the exchange rate applied by the Bank at the time of the transaction.

#### 3. Urgent preparation

The deadline for urgent preparation: the 4<sup>th</sup> banking day following the effective date of the bank card contract (the day on which the contract enters into force is not included in the four working day deadline). A bank card may be produced through the urgent procedure only if it is taken over at a branch office.

#### 4. Acquiring a bank card statement

Statement purchase at the Customer's request.

#### 5. Exchange rates applied in the course of settlement

Upon debiting an account the Bank applies the exchange rates calculated as follows, based on the currencies involved in the settlement transaction.

Settlement currencies:

- in the case of a VISA type bank card used in an international transaction USD,
- in the case of a VISA type bank card used in a domestic transaction HUF,
- in the case of a MasterCard type card used in a transaction in Europe EUR,
- in the case of a MasterCard type bank card used in a transaction outside Europe (non-domestic bank card use) USD,
- in the case of a MasterCard type bank card used in a domestic transaction HUF is the settlement currency.

Domestic bank card use: use of a bank card in Hungary if the amount for settlement comes from a bank having its seat in Hungary.

International bank card use: all non-domestic bank card uses.

Processing day:

In the case of VISA as well as MasterCard type cards the calendar day on which settlement arrives from the international bank card organisation to the Bank.



## List of conditions for legal persons and for organisations without legal personality - General and special provisions

In effect: 12.12.2011

### 5.1. If the account is denominated in HUF

- a. No exchange rate check takes place in the case of domestic card use, provided the card is used in HUF.
- b. In the case of domestic bank card use, if the bank card is used in a transaction denominated in any currency other than HUF, the provisions laid out in c) and d) below apply.
- c. In the case of international bank card transactions where the currency of the transaction is the same as that of the settlement currency the Bank books the whole amount of the bank card transaction on the account on the posting date, converted into HUF at the opening cash foreign exchange selling rate applied by the Bank on the day of the transaction.
- d. In the case of international bank card transactions where the currency of the transaction is not the same as that of the settlement currency, the whole amount of the bank card transaction is converted by the international card organisation into an amount expressed in the settlement currency at the rate applied by the same organisation and this is booked on the account on the posting date, converted into HUF on at the opening foreign exchange selling rate applied by the Bank on the day of the transaction.
- e. In the case of international bank card use, if the bank card is used in a transaction denominated in HUF, there is no exchange rate check, the Bank charges the full amount of the bank card transaction in HUF to the account.

### 5.2. If the account is denominated in any currency other than HUF

- a. In case of using the bankcard domestically the total amount of the use of the bankcard is settled by the Bank on the account based on the opening cashier foreign currency buy rate effective on the day of the transaction quoted by the Bank for the currency type of the settlement and the currency of the account.
- b. In the case of international bank card transactions where the currency of the transaction is the same as that of the settlement currency but the settlement currency differs from the account's denomination, the Bank converts the whole amount of the bank card transaction expressed in the settlement exchange rate into HUF at the opening foreign exchange selling rate in effect on the transaction day for the settlement foreign exchange and then it debits the amount in the account's currency on the posting date applying the opening cash foreign exchange buying rate to the account's denomination on the transaction date.
- c. In the case of international bank card transactions where the currency of the transaction is not the same as that of the settlement currency, the whole amount of the bank card transaction is converted by the international card organisation into an amount expressed in the settlement currency at the rate applied by the same organisation and the Bank converts the whole amount of the bank card transaction expressed in the settlement exchange rate into HUF at the opening foreign exchange selling rate in effect on the transaction day for the settlement foreign exchange and then it debits the amount in the account's currency on the posting date applying the opening cash foreign exchange buying rate to the account's denomination on the transaction date.
- d. In the case of bank card use in Hungary or abroad if the bank card is used in a transaction denominated in the currency of the account, regardless of the settlement currency the Bank does not check the exchange rate: the entire amount of the bank card transaction is charged without conversion to the account.
- e. In case of international bankcard use if the currency of the bankcard use and the settlement currency are not the same, however if the settlement currency and the currency of the accounts are identical, the settling party will convert the entire amount of the bankcard use to the amount expressed in the settlement currency at the exchange rate applied by the international card company, in which case the Bank will settle the amount without conversion and exchange rate check on the account.

### 6. Limitation on bank card use

- a) The Bank does not permit the following transactions to be carried out with the aid of any bank card or credit card issued by the Bank:
  - Transactions relating to gaming on the Internet
  - Transfers initiated with the aid of a bank card
- b) The Bank is entitled to irrevocably block the bankcard issued by it in the following cases:
  - Blocking of bankcard with suspected fraud based on the notice of the card company.
  - In case of incorrect PIN code used on 3 consecutive occasions during the utilisation of an ATM.



## List of conditions for legal persons and for organisations without legal personality - General and special provisions

In effect: 12.12.2011

### 7. The method of sending bankcard and PIN code

In default the Bank sends the deposit bankcards requested by non-urgent bankcard application (except for Student Visa Electron bankcards) to the general address of correspondence defined by the Customer.

The bankcard related PIN code requested by non-urgent bankcard application is always sent by the Bank to the general address of correspondence defined by the Customer.

On the application form for bankcard the Customer can specify a branch at which he/she wishes receive the bankcard. The Bank will notify the Card Holder about the generation of the new bankcard to the general address of correspondence of the Customer recorded by the Bank and will send the PIN code at the same time.

In case of urgent application for bankcard the Bank will send both the PIN code and the bankcard to the account keeping branch of the Customer within a deadline defined in the Business Rules with a fee specified in the List of Terms and Conditions charged.

For security reasons the Bank does not send bankcards to postal boxes (except for postal boxes rented at MKB Branches). If as a general address of correspondence the Customer names a postal box, the bankcard will automatically be sent to be received at a branch.

The Customer is obliged to provide a general address of correspondence, where the personal takeover of the bankcard and PIN code is ensured. The Bank does not assume any responsibility for damage resulting from the lack of this.

If the delivery of the bankcard by mail is unsuccessful and the generated card is sent back to the Bank the Account Holder or the person authorised by him/her can exclusively receive it personally at the branch. A fee is to be paid by the Account Holder if the unsuccessful delivery is the result of the behaviour of the customer not in accordance with the contract (e.g. definition of incorrect address of correspondence, not receiving the letter).

If the delivery of the bankcard by mail is unsuccessful and the generated card is not sent back to the Bank, based on the announcement of the the Account Holder the Bank will place a new bankcard at the disposal of the Customer with a new PIN code, which the Account Holder or the person authorised by him/her can exclusively receive at the branch. The Bank will charge the fee for the additional card as defined in the effective List of Terms and Conditions if the unsuccessful delivery is the result of the behaviour of the customer not in accordance with the contract (e.g. definition of incorrect address of correspondence, not receiving the letter).

### 8. Expiry of bankcards, issue of new bankcards

The time of expiry of the bankcards is defined in year and month, the Cardholder can use it until 24:00 hours on the last day of the month of expiry according to Hungarian time, if the Customer previously did not activate the new bankcard issued instead of the expired card, at which time the possibility of using the old card ceases. The expiry of the bankcard is indicated on the front of the card in mm/yy sequence, i.e. in case of expiry in October 2012 10/12 is the information given on the card.



## List of conditions for legal persons and for organisations without legal personality - General and special provisions

In effect: 12.12.2011

### II. Deposit products

In effect: from 18 October 2011

#### I. The contents of a deposit contract

The detailed description of a deposit contract is laid out in the code of practice.

#### II. Accounting treatment of interests on sight deposits

In the case of sight deposits interest is calculated monthly on the basis of the day-end closing balances: interest is calculated and credited on the last Friday of every month, at settlement upon the closure of the month. Interest is paid for the first day on which a deposit is placed and no interest is paid for the day on which it is taken out.

	HUF deposit products	Foreign exchange deposit products
<b>III. The formula of interest calculation</b>	In the case of all currencies except for GBP: $\frac{\text{principal amount} \times \text{number of calendar days} \times \text{interest rate}}{\text{number of calendar days} \times \text{interest rate}}$ <p style="text-align: center;">36 000</p> The number of calendar days is equal to the number of actually completed days, one year consisting of 365 days.	In the case of deposits denominated in GBP: $\frac{\text{principal amount} \times \text{interest rate}}{\text{number of calendar days} \times \text{interest rate}}$ <p style="text-align: center;">36 500</p> The number of calendar days is equal to the number of actually completed days, one year consisting of 365 days.
<b>IV. Taking orders for fixing deposits</b>	The regime of taking deposit fixing orders for completion on the same day: <ul style="list-style-type: none"> <li>if they are submitted on paper-based documents they are admitted on any banking day during the opening hours of the cash desk,</li> <li>if they are submitted electronically, they are admitted between 0.00 and 24.00 on any calendar day but not later than 15:00 in the case of PCBankár and up to 16,00 in the case of NetBankár on the banking day specified as the deadline for the performance of the order.</li> </ul> An order for fixing a deposit may be submitted by not more than 90 days in advance if the order is submitted in a paper-based document - beyond the transaction date (the day of submitting the order) - or by 180 days in advance, if it is submitted electronically. Orders submitted with a value date (pre-dated orders) are processed on the value date (banking day) specified in the order in the morning, to the debit of the available balance on the account. If the amount requested to be fixed cannot be fixed for lack of a sufficient credit balance, the order is rejected by the Bank.	
<b>V. Possible ways of fixing</b>	<ul style="list-style-type: none"> <li>Fixing for a single period</li> <li>Repeated fixing of the same amount</li> <li>Repeated fixing with compound interest rate</li> </ul>	<ul style="list-style-type: none"> <li>Fixing for a single period</li> <li>Repeated fixing of the same amount</li> <li>Repeated fixing with compound interest rate</li> <li>Repeated fixing with the entire balance on the designated bank account</li> </ul>
<b>VI. Conditions of cancellation by the customer</b>	If a deposit is fixed for the same period repeatedly, any modification applying to the new period (increase or decrease of amount, change in type of fixing, principal or interest payment bank account) may be effected not later than 2 banking days before the deposit's cut-off date (this can take place by 4.00 p.m. on the banking day 2 days before the cut-off day by an electronic channel). <b>1. Cancellation by with immediate effect</b> In the case of cancellation with immediate effect the Bank pays no interest for the last fixing period. <b>2. Cancellation on a future date</b> Cancellation of the contract for a deposit fixed for more than one month may be initiated from the 31 <sup>st</sup> day with effect from a future date as well. (With a five banking day notice period. The day on which the cancellation order is submitted and the day of crediting to the bank account are not included in the five banking day period.) In the case of cancellation with effect from a future date the Bank pays interest on the basis of the time that has already passed off the maturity period after deducting the cancellation commission (a flat rate cost applied in the case of cancelling a deposit contract with effect from a future date) from the amount of the interest established as specified above. After submitting a notice of cancellation of a deposit contract with effect from a future date the order concerning cancellation from a future date cannot be withdrawn. Modifying the amount of a fixed deposit (increasing or decreasing the principal amount) with effect from the cut-off date of fixing does not qualify as cancellation (in the case of reducing the principal amount the amount that remains fixed for the next period must equal at least the minimum amount that may be fixed according to the terms and conditions in effect with regard to the given account keeping service). The Bank does not make it possible to cancel part of the amount on a date before the expiry/cut-off date of the fixing of the deposit.	

You may request the up-to-date summary information regarding the portfolio of deposits and securities placed by your Business Enterprise in our Bank and insured by the National Deposit Insurance Fund starting from 1<sup>st</sup> February 2011, by appearing in person in our bank's branch.



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### VII. General conditions of 'Egymásra Épülő' preferential term deposits

The 'Egymásra Épülő' preferential term deposit offer is valid for term deposit placements of minimum HUF 500,000.

'Egymásra Épülő' preferential term deposit placements may only be arranged in person, at one of our branches.

'Egymásra Épülő' preferential term deposits are only available for 1 month single placements.

'Egymásra Épülő' preferential term deposits are not available for value date (pre-dated) orders.

Term deposit break-up may only be initiated by immediate termination in which case no interest is paid by the Bank.

#### 'Bázis' term deposit

'Bázis' term deposits are available without conditions of utilisation.

#### 'Prémium' term deposit

The condition of 'Prémium' term deposit utilisation is that the Customer's maturing 'Bázis' term deposit is re-placed at our Bank within 5 bank working days of maturity. The minimum 'Prémium' term deposit amount is the principal amount of the maturing 'Bázis' deposit, but no more than the amount of the maturing deposit increased by interest. In the case of several 'Bázis' term deposits their amounts may be totalled and placed as a single 'Prémium' deposit.

#### 'Top' term deposit

The condition of 'Top' term deposit utilisation is that the Customer's maturing 'Prémium' term deposit is re-placed at our Bank within 5 bank working days of maturity. The minimum 'Top' term deposit amount is the principal amount of the maturing 'Prémium' deposit, but no more than the amount of the maturing deposit increased by interest. In the case of several 'Prémium' term deposits their amounts may be totalled and placed as a single 'Term' deposit.



## List of conditions for legal persons and for organisations without legal personality - General and special provisions

In effect: 12.12.2011

### III. Loans and other risk products

In effect: from 28 November 2011

Published: 26 August 2011

#### I. General provisions applying to loans (credits)

Interest calculation formula: 
$$\frac{\text{principal amount} \times \text{number of calendar days} \times \text{interest rate}}{36000}$$

If a loan is denominated in GBP the Bank carries out the calculation having 36500 in the numerator in line with international practice.

When discounting/purchasing receivables the Bank calculates the purchase price by the technique of discounting. The discounted value is established as follows:

$$K_{\delta} = \frac{FV * D_{kl} * t}{36000}, \text{ where } l$$

$K_{\delta}$  = the amount of the interest,

FV = the amount to be discounted,

$D_{kl}$  = discount rate,

t = the number of days passing between the payment of the discounted amount and the due date.

#### THE FORMULA USED IN CALCULATING THE DISCOUNT INTEREST RATE:

$$D_{kl} = \frac{k}{1 + \left( k * \frac{t}{36000} \right)}, \text{ where}$$

$D_{kl}$  = discount interest rate

k = annual factoring interest rate

t = the number of days from the factoring value date up to the due date of the receivable (final maturity date)

#### THE FORMULA USED IN CALCULATING THE FACTORING INTEREST RATE:

$$K_{\delta} = FV * D_{kl} * t / 36000, \text{ where}$$

$K_{\delta}$  = the amount of the interest

FV = the amount of the purchase price advance

#### THE AMOUNT DISBURSED TO THE SUPPLIER:

$$PV = FV - K_{\delta} - \text{factoring fee} - \text{handling cost}$$

PV = Disbursed amount

#### THE FORMULA USED IN CALCULATING THE FACTORING DEFAULT INTEREST

$$KK_{\delta} = FV * (k+6) * t_2 / 36000, \text{ where}$$

$KK_{\delta}$  = the amount of the default interest

$t_2$  = the number of days between the due date for the payment of the receivable and the day on which it is actually settled.



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### THE FORMULA USED IN CALCULATING THE NORMAL INTEREST RATE (I THE CASE OF EX-POST INTEREST SETTLEMENT)

$$K_n = FV * k_n * t_n / 36000, \text{ where}$$

$K_n$  = amount of the normal interest

FV = purchase price advance

$k_n$  = amount of the interest (base rate + margin)

The Bank keeps records of overdue debts incurred in relation to the credit contract in the currency of the credit contract.

In case of small company loan or credit agreements recorded in foreign currency or extended in foreign currency and repaid in HUF the Bank will apply MKB commercial foreign currency middle rate in the following cases:

- a) at the disbursement of the loan;
- b) at the conversion of the repayment instalments due on a monthly basis;
- c) at the calculation of the converted HUF amount of any cost, fee or commission defined in foreign currency;
- d) at the payment of the repayment instalments not taking place on a monthly basis;
- e) at the settlement of the queuing items;
- f) at the prepayment or final repayment of the entire existing debt (or part of it).

MKB Commercial Foreign Currency Middle Rate: so-called spot, i.e. commercial foreign currency middle rate quoted by MKB Bank Zrt. for the settlement date of the given deal on the second business day preceding the settlement rate. MKB Commercial Foreign Currency Middle Rate is published in "Világgazdaság" daily paper and at the MKB website.

## II. Special provisions concerning specific products

### II./1. MKB 1x1 Overdraft Credit and 1x1 Overdraft Credit Plusz

The Bank maintains the right to reject the credit application or offer a lower amount of credit limit without giving a reason.

Type if interest bearing: changing

Frequency of the due date of the credit interest: monthly at the closure settlement of the account concerned with the overdraft

The payment of the commitment fee is due at the payment of the interest.

Other fee, cost related to the utilisation of the loan, debited to the Customer:

- Fee of the joint and several suretyship undertaking of Garantiqa Zrt (only in case of MKB 1x1 Overdraft Plusz),
- Cost of drawing the contracts up in public document.

### II./2. MKB 1x1 Any-Purpose Mortgage Loan, MKB 1x1 Investment Loan and MKB 1x1 Current Asset Loan

The minimum amount of prepayment is the interest debt existing on the day of the prepayment. The Bank settles the amount of prepayment performed by the Customer primarily against the interest debt existing on the day of the prepayment and will only use the amount remaining after this to reduce the principal debt.

Other fee, cost related to the utilisation of the loan, debited to the Customer:

- Fee of the real estate valuation,
- Cost of drawing the contracts up in public document.



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**II./3. MKB 1x1 Deposit Covered Loan**

Concerning the liquidation value of deposits serving as collateral behind loans with deposit security MKB Bank Zrt. applies the following rules (in the % of the amount of the risk assumption\*):

Coverage levels			In case of HUF loan	In case of foreign currency loan		
				EUR	CHF	
Currency type of deposit	Same currency type of loan and deposit	HUF	Opening coverage level	100%		
			Coverage supplement level	100%		
			Liquidity level	100%		
		EUR	Opening coverage level		100%	
			Coverage supplement level		100%	
			Liquidity level		100%	
		CHF	Opening coverage level			100%
			Coverage supplement level			100%
			Liquidity level			100%
	Different currency types of loan and deposit	Foreign currency group 1**	Opening coverage level	120%	140%	156%
			Coverage supplement level	110%	120%	128%
			Liquidity level	105%	110%	114%
		Foreign currency group 2**	Opening coverage level	136%	156%	172%
			Coverage supplement level	118%	128%	136%
			Liquidity level	109%	114%	118%
HUF		Opening coverage level		120%	136%	
		Coverage supplement level		110%	118%	
		Liquidity level		105%	109%	

\*Amount of risk assumption = the effective amount of the loan (according to the contract at contract conclusion) + the amount of interest calculated until the next interest payment date

\*\*Currencies belonging to group 1: EUR, SEK, DKK  
Currencies belonging to group 2: GBP, USD, AUD, CHF, CAD, NOK

At the calculation of the collateral value MKB Bank Zrt.

- applies the ratios applicable for foreign currency security in case of HUF and foreign currency mixed security,
- applies the ratios applicable to foreign currency security of group 2 in case of mixed foreign currency deposit of groups 1 and 2.

The Bank maintains the right to define collateral values differing from above.

**Opening coverage level:** liquidation value prescribed at the conclusion of the loan agreement and during the tenor of the loan.

**Coverage supplement level:** if the liquidation value of the deposits drops under the coverage supplement level MKB Bank Zrt. is entitled to oblige the Customer to restore the coverage level..

**Liquidation level:** if the liquidation value of the deposits drops under the liquidation level MKB Bank Zrt. is entitled to terminate the loan agreement with immediate effect and enforce its collateral right.

**II./4. MKB 1x1 Deposit Covered Bank Guarantee**

<i>Collateral value in the % of the guarantee amount prescribed at the conclusion of the Contract and during the tenor:</i>	
<i>In case of the same currency of the guarantee – deposit: <b>105%</b></i>	<i>In case of different currencies of the guarantee – deposit: <b>200%</b></i>

The Bank maintains the right to define collateral values differing from above.

Further special conditions concerning MKB 1x1 Deposit Covered Bank Guarantee are contained by section IV. Special stipulations concerning documentary bank transactions.



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### II./5. Új Magyarország Micro Loan Programme Investment Loan and Current Asset Loan

The minimum amount of prepayment is the amount of interest debt existing on the day of the prepayment. The Bank will settle the amount of prepayment performed by the Customer primarily for the interest debt existing on the day of the prepayment and only the remaining amount is spent to reduce the principal debt.

Other fee, charge related to the utilisation of the loan payable by the Customer:

- fee of the real estate valuation (in case of real estate security),
- cost of the notarisation of the contracts
- fee of the joint and several suretyship (portfolio guarantee) of MV Zrt.  
(basis of calculation: see in Section III.)

### II./6. MKB Egyszeregy Folyószámlahitel (overdraft credit) and MKB Egyszeregy Ingatlanfedezetű Folyószámlahitel (overdraft credit secured by real estate)

The Bank reserves the right to turn down a loan application or to offer a smaller amount credit limit, without specifying reasons.

The market value of the real estate(s) offered as collateral security: market value accepted by the Bank, established by value estimation.

Mode of interest bearing: variable

The interest on the loan is payable: monthly, upon settlement at closure of the account underlying the overdraft credit.

The commitment fee is payable at the time of interest payment.

The fee payable for modifying a contract is based on the limit amount specified in the contract after modification, while in the case of the termination of the contact at the Customer's request it is based on the limit amount before modification.

Other fees and costs charged to the customer in relation to taking out a loan:

- real estate valuation fee (only in the case of the 1x1 Real Estate Covered Overdraft Credit),
- the costs of laying out contracts in public documents.

In the case of the cancellation between 1 February 2008 and 1 July 2008 of a 1x1 Overdraft Credit contract concluded before 19 November 2007 and conclusion at the same time of a new 1x1 Overdraft Credit or 1x1 Real Estate Covered Overdraft Credit and in the case of contracts concluded on the basis of applications received during this period the Bank undertakes to settle the notarial fee in the form of crediting this amount to the relevant account in retrospect. The customer may claim refund of the notarial fee up to 31 January 2009.

### II./7. MKB Egyszeregy Jelzáloghitel (mortgage loan)

The fee payable for modifying a contract is based on the principal debt outstanding on the day of the modification of the contract, in the case of prepayment it is based on the prepaid amount.

The minimum amount of pre-payment is the amount of the principal debt outstanding on the day of prepayment. The amount prepaid by the Customer is credited by the Bank first to the interest debt outstanding on the day of prepayment and then it use the remaining amount for reducing the outstanding principal debt.

Other fees and costs borne by the Customer in relation to borrowing:

- fee payable for real estate valuation,
- cost of laying out contracts in public documents.



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**II./8. MKB Egyszeregy Factoring (factoring)**

The fee payable for modifying a contract is based on the principal debt outstanding on the day of the modification of the contract, in the case of prepayment it is based on the prepaid amount. The contract modification fee falls due simultaneously with the modification.

**II./9. MKB Egyszeregy Betétfedeztetű (deposit secured) loan**

Concerning the liquidation value of deposits serving as collateral behind loans with deposit security MKB Bank Zrt. applies the following rules (in the % of the amount of the risk assumption\*):

		Coverage levels		In case of HUF loan	In case of foreign currency loan	
					EUR	CHF
Currency type of deposit	Same currency type of loan and deposit	HUF	Opening coverage level	100%		
			Coverage supplement level	100%		
			Liquidity level	100%		
		EUR	Opening coverage level		100%	
			Coverage supplement level		100%	
			Liquidity level		100%	
		CHF	Opening coverage level			100%
			Coverage supplement level			100%
			Liquidity level			100%
	Different currency types of loan and deposit	Foreign currency group 1**	Opening coverage level	120%	140%	156%
			Coverage supplement level	110%	120%	128%
			Liquidity level	105%	110%	114%
		Foreign currency group 2**	Opening coverage level	136%	156%	172%
			Coverage supplement level	118%	128%	136%
			Liquidity level	109%	114%	118%
HUF		Opening coverage level		120%	136%	
		Coverage supplement level		110%	118%	
		Liquidity level		105%	109%	

\*Amount of risk assumption = the effective amount of the loan (according to the contract at contract conclusion) + the amount of interest calculated until the next interest payment date

\*\*Currencies belonging to group 1: EUR, SEK, DKK  
Currencies belonging to group 2: GBP, USD, AUD, CHF, CAD, NOK

At the calculation of the collateral value MKB Bank Zrt.

- applies the ratios applicable for foreign currency security in case of HUF and foreign currency mixed security,
- applies the ratios applicable to foreign currency security of group 2 in case of mixed foreign currency deposit of groups 1 and 2.

The Bank maintains the right to define collateral values differing from above.

**Opening coverage level:** liquidation value prescribed at the conclusion of the loan agreement and during the tenor of the loan.

**Coverage supplement level:** if the liquidation value of the deposits drops under the coverage supplement level MKB Bank Zrt. is entitled to oblige the Customer to restore the coverage level..

**Liquidation level:** if the liquidation value of the deposits drops under the liquidation level MKB Bank Zrt. is entitled to terminate the loan agreement with immediate effect and enforce its collateral right.

**II./10. MKB Egyszeregy Deposit-Secured Bank Guarantee**

<i>At the time of the conclusion of the Contract of Agency and during its term the prescribed collateral value as a percentage of the amount of the guarantee:</i>	
<i>If the guarantee and the deposit are denominated in the same currency: <b>105%</b></i>	<i>If the guarantee and the deposit are not denominated in the same currency: <b>200%</b></i>



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The Bank reserves the right to establish collateral values other than those specified in the above table.

Further special terms and conditions applying to the MKB Egyszeregy Deposit-Covered Bank Guarantee are laid out in Section IV. Special provisions concerning documentary banking transactions.

### II./11. The base rates on loans extended in foreign currencies

Interest on foreign exchange loans is charged in the currency of the loan concerned and is due in retrospect, at the end of each interest period.

### II./12. Domestic and Export factoring

The factoring fee does not include the premium payable for insurance (if it is requested).

In the case of export factoring the handling charge does not include any auxiliary cost that may be charged by the foreign factor.

If the factoring transaction is not denominated in EUR, CHF or USD, the fees specified in HUF are converted at the effective MKB commercial medium rate.

### II./13. Multicurrency investment and current asset financing loan

In case of multicurrency investment and current asset financing loans the following currency types can be opted for: EUR, USD, GBP, CHF, JPY, HUF.

Based on the concluded loan agreements the possibility of utilising the loan and the right of the Customer for currency swap are provided by the Bank in the following currency types: EUR, JPY, HUF.

The Bank maintains the right of the unilateral amendment of the above currency types (including suspension and cession too.)

## III. Special provisions concerning commissions, fees and costs

The minimum amounts of the fees are converted into foreign currencies at the NBH medium rate in effect on the due date. If the foreign exchange payment obligation relating to the fee is made from a HUF account, conversion is based on the commercial selling rate of the currency concerned.

The fee of **credit analysis** is charged in HUF and is due at the submission of the credit application. In case of MKB PATIKA Loan and Új Magyarország TЭСZ Current Asset Loan Programme it is not charged.

The credit **collateral checking fee** is charged in the case of loans applied for against collateral comprising real estates, in HUF, and it is payable when the client submits the loan application or upon the conclusion of the loan contract. It is not charged in case of Új Magyarország TЭСZ Current Asset Loan Programme.

The **credit decision fee** is charged in HUF and is due at the submission of the credit application.

The **fee payable for the annual review of the credit coverage** will be charged at the annually due review of valuations of non-residential real estates reaching or exceeding the net market value of HUF 50 million in case of loan agreements concluded until 31 March 2011 and HUF 10 million in case of loan agreements concluded or amended after 1 April 2011. The fee is payable annually from the date of the first value estimate, within 30 days of the delivery of the expert review documents to the Bank. The market value estimated by the appraiser chosen by the Bank qualifies as market value for calculating the fee. It is not charged in case of Új Magyarország TЭСZ Current Asset Loan Programme.

**Commitment fee** is charged from the date on which the contract enters into effect, on the amount not taken out, in the currency of the contract. The commission is payable at the time of interest payment, or on the day on which the right to draw down amounts expires. If the loan is drawn down in a lump sum the commitment fee is charged upon disbursement. This item is not charged in the case of the Japanese loan and Új Magyarország agriculture current asset credit programme. If the foreign exchange payment obligation relating to this fee is settled from a HUF account, the amount is converted at the commercial selling rate of the currency concerned. It is not charged in case of Új Magyarország TЭСZ Current Asset Loan Programme.

The **contracting fee** is charged in the currency of the loan. The fee is payable simultaneously with the first draw-down of the credit, but if no amount is drawn down off the credit limit the fee is payable on the last day



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on which the customer could draw down amounts from the credit. In the case of an overdraft credit the fee is payable on the day from which the customer has access to the credit, but if the customer is not granted access for any reason, the fee is payable on the day on which the overdraft credit contract expires. The amount of the fee is subtracted by the Bank from the first disbursed loan amount (charging it to the Customer's account). This item is not charged in the case of the Japanese loan and Új Magyarország agriculture current asset credit programme. It is not charged in case of Új Magyarország TÉSZ Current Asset Loan Programme.

The basis for the calculation of the **disbursement fee** is the disbursed amount, the payment is due at disbursement. In case of the Új Magyarország Credit Programmes the base of calculation of the disbursement fee is the loan amount according to the contract, its payment is due at the first disbursement. It is not charged in case of Új Magyarország TÉSZ Current Asset Loan Programme.

The **contract modification fee** is payable at the time of the modification. The contract modification fee is charged in the currency of the loan, with the following exceptions: in the case of a current asset credit covered by warehouse warrant upon replacing the warehouse warrant by another one, releasing the warehouse warrant or involving additional warehouse warrant(s) after the signature of the bail contract and in the case of multi-currency loan contracts it is charged in HUF.

Calculation base of the contract amendment fee:

- In case of partial prepayment: the prepaid principal debt. It is not charged in case of the Új Magyarország Working Capital Loan Programme and the Új Magyarország Small and Mediums Size Entrepreneur Loan Programme. It is not charged in case of Új Magyarország TÉSZ Current Asset Loan Programme.
- In the case of extending the maturity date resulting in modifying the loan contract:
  - In the case of an overdraft credit or a revolving type of loan: the amount of the contractual credit limit
  - In all other cases: the principal debt outstanding on the day of the modification of the contract (if principal debt repayment is also due on the day of the modification of the contract according to the original contract, the fee is charged on the principal debt remaining after principal repayment)
- in the case of a current asset credit covered by warehouse warrant upon replacing the warehouse warrant by another one, releasing the warehouse warrant or involving additional warehouse warrant(s) after the signature of the bail contract: the nominal value of the replaced, released or newly deposited warehouse warrants
- Upon changing the amount of the loan contract (except for prepayments):
  - In the case of an overdraft credit or a revolving type of loan: the contracted limit after the modification or in the case of the cancellation of the contract at the customer's request the contractual limit amount before the modification
  - In all other cases: the principal debt outstanding on the day of the modification of the contract
- In the case of modifying any other terms or conditions of the loan contract: as agreed between the parties

If the Customer requests contract modification for a number of different purposes at the same time, the Bank will charge only the highest amount fee from among those applying to the modifications.

In case of the customers where the real estate(s) offered as collateral were hit by the flood or other natural disaster, the fee of the annual review of the credit collateral arising in connection with the real estate insurance procedure, the contract amendment fee, the closure fee and the account keeping fee of the account opened for the blocking of the real estate insurance amount will not be charged.

**Handling fee** is charged in the case of over-year loans and is due once every 365 days from the first loan disbursement under the loan contract. The handling charge is payable in the currency of the loan, while in the case of multi-currency loans it is charged in the currency of the principal debt outstanding on the due date (if it comprises several currencies, it is charged in each of the currencies concerned, proportionately. The handling charge is calculated on the basis of the principal debt outstanding on the due date of the cost (if principal debt repayment is also due on the day of the modification of the contract according to the original contract, the fee is charged on the principal debt remaining after principal repayment).

In case of Új Magyarország Current Asset Loan Programme and Új Magyarország TÉSZ Current Asset Loan Programme and MFB Agricultural Current Asset force majeure credit Programme and MFB Agricultural Current Asset credit Programme the handling fee becomes due at first disbursement. It is not charged in case of the Új Magyarország Small and Mediums Size Entrepreneur Loan Programme.



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In the case of the **MKB 1x1 Overdraft Credit, MKB 1x1 Overdraft Credit Plusz and the MKB 1x1 Current Asset Loan products the handling fee** is due monthly/once every three months in line with the frequency of interest payment, based on the principal amount outstanding on the due date, at the times of interest payment, in the currency of disbursement/repayment.

In the case of the **MKB 1x1 Any-Purpose Mortgage Loan, MKB 1x1 Investment Loan and the MKB 1x1 Deposit Covered Loan products the handling fee** is due monthly/once every three months in line with the frequency of interest payment, from the day of disbursement on the basis of the outstanding principal amount, at the times of interest payment, in the currency of the of disbursement/repayment.

Pursuant to Chapter 5. of the Business Rules of the Bank about the performance of credit transactions and the stipulations of the effective loan agreement concerning data supply **the fee of late submission of data supply** is charged if data is supplied with delay. The fee is due on the first business day of every delayed week started.

**Closure fee** is charged in the case of pre-payment of the total outstanding debt resulting in the discontinuation of the loan contract. The closure fee is payable in HUF, on the day of pre-payment. It is not charged in case of the Új Magyarország Working Capital and Small and Mediums Size Entrepreneur Loan Programme. It is not charged in case of Új Magyarország TÉSZ Current Asset Loan Programme.

Where a loan agreement in effect contains a reference to cost incurred by making a **pre-payment**, in the case of the pre-payment of the entire drawn-down loan amount this cost is the amount of the closure fee, while in the case of partial pre-payment this cost is comprised of the fee payable for the modification of the loan agreement.

Base of calculation of the annual fee payable for the utilisation of the joint and several suretyship (Portfolio guarantee) of MV Zrt.:

- the entire loan amount for the fractional period until 31 December of the given year after the signing of the loan agreement prior to the first disbursement
- the sum of the principal debt existing on 1 January of every year during the tenor of the loan and the unutilised loan kept available
- sum of the loan amount existing until the date of maturity in the year when the loan matures and the usable credit limit kept available

### IV. Special provisions concerning documentary banking transactions

MKB Bank makes one-off decisions on opening L/Cs, issuing guarantees or assuming any other like commitment.

Orders concerning documentary banking transactions are accepted by MKB Bank - using exclusively paper-based documents - as specified below:

On banking days between Mondays and Thursdays from 8.00 a.m. until 4.30 p.m. (in rural branch offices until 3.30 p.m.), on Fridays between 8.00 a.m. and 3.00 p.m.

The deadline required for processing payment orders in the framework of documentary banking transactions on the same day: in the case of orders submitted on paper or electronically (on any banking day) 12.00 a.m.

Our fees - with the exception of minimum fees - include one-off postal, telephone, fax, telex and SWIFT fees incurred in relation to the transaction concerned. Conditions identified on a monthly basis are charged from the starting day of the transaction concerned up to its expiry, or - in the case of deferred payment - until the last due date (taking every started month into account). The conditions are charged - in view of the above - in the case of L/Cs on the starting day of the transaction, in a lump sum in advance, while in the case of guarantees from the starting day of the transaction, monthly, on the first day of the month concerned, while in the case of any other transaction they are charged as they are incurred.

For any other than routine transactions other commissions, not specified above, are charged on a one-off basis.

The commission is calculated on the basis of the order's foreign exchange amount, in the currency of the guarantee. Commissions charged on by foreign banks and our extra costs (e.g. courier) are charged to the customer.

MKB Bank charges the transfer fee of cheques taken over for collection, to the customer.



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Without payment orders the Bank cannot effect payments on the basis of amounts credited to accounts kept with the Bank (only in the form of abstracts).

The Bank undertakes to carry out formalities concerning L/Cs, guarantees and international collection orders (regardless of whether these are referred to by the customer) on the basis of the publications of the International Chamber of Commerce containing standard rules and other standards as may be modified from time to time.

The Bank reserves the right to effect only transactions that are in line with its business policy.

### **V. Other provisions**

If the Customer uses a service package, credit or other service, the Bank will offer other services used simultaneously applying terms and conditions and charging fees and costs applying to such other services.

During the term of a contract concluded with the Customer the Bank is entitled to alter loan costs (its elements) subject to any change in the market conditions and, in the case of certain products, subject to changes in the rates of state subsidies. The Bank informs its Customers by publications in the daily Világgazdaság and notices posted in the Bank's premises open for its customers. In case of any difference between fees published in the above daily paper or in the Bank's premises open for its customers, the rates posted in the Bank's premises open for its customers prevail.



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### IV. Other services

In effect: from 12 December 2011

#### 1. Administrative fees

##### 1.1. Settlement of post box rental fee

The post box rental fee is paid in retrospect, simultaneously with the settlement at closure.

##### 1.2. Procedure is to be followed if the authority in connection with the safe (deposit box) rental is withdrawn

The withdrawal of the access right to the safe deposit box by a person authorised by the Renter can only be initiated by the Renter at the MKB branch specified in the Safe (deposit box) Rental Agreement by the fill-in and signing of the relevant „Revocation of authority“. For the fee item published in the List of Terms and Conditions the Bank will perform the change of the lock at the expense of the Renter if Renter at the time of the withdrawal of the access right does not make a statement about holding all the safe keys received at the conclusion of the Agreement. If at the previously agreed time of the change of lock the Renter is not present personally, the change of the lock will be performed before a committee, minutes will be kept and the Bank will safe keep the keys of the new lock until their handover.

#### 2. Transactions not affecting the Customer's account

In the case of transactions not affecting the Customer's account the cashier exchange rate listed by the Bank is applied, except for transactions not affecting accounts referred to in sub-sections II.6 and II.6.1 where the cash exchange rate listed by the Bank is applied.