

**FRAMEWORK AGREEMENT  
for the management of retail bank account**

Concluded by

Name of the service provider: **Szigetvári Takarékszövetkezet** (hereafter: Takarékszövetkezet) .....unit as the account managing unit, and also the contact address (  .....

Service provider's registered office: 7900 Szigetvár, József A. u. 19.

Service provider's registry number: 02-02-000186

Number of license for supervisory activity: 883/1997/F.

And: **Account Holder** (Hereafter: Client)

**Name of Client:**

.....

**Birth name of Client:**

.....

**Mother's name:**

.....

**Place and date of birth:**

.....

**Type and number of personal document:**

.....

**Client's place of residence:**

.....

**Client's nationality:**

.....

**Electronic mailing address of the client (e-mail address):**

.....

**Client's telephone number:**

.....

**Client's mailing address:**

.....

.....

**Number of payment account:**

50800  -

at the underwritten place and on the underwritten date, in accordance with the following:

**1. The essential features of the service and the duration thereof:**

1.1. The Takarékszövetkezet undertakes to manage and register the money instruments deposited on the Retail bank account with the above-mentioned account number in accordance with the Client's instructions, and carries out the regular bank payments debited or credited to the Client in accordance with the General Terms of Contract and the prevailing Announcement.

1.2. The Client signing this agreement, as account holder and Card Holder, asks the Takarékszövetkezet to provide them with the bank card mentioned in this framework agreement and included in the service. The Client accepts that –if the Client and the Card Holder are different persons– the Takarékszövetkezet provides the Card Holder with the bank card mentioned in this agreement and included in the service and thus provides the Card Holder with a right of disposal over the bank account, up to the limit approved of by the Takarékszövetkezet. The Client/Card Holder is obliged to continuously provide the funds necessary for the coverage of the transactions carried out with the bank card (hereafter: non-cash means of payment) on the account.

## **2. Identification necessary for the completion of bank payment orders, individual identification:**

2.1. For the completion of a bank payment order the account number and full name of the Client are needed.

## **3. The way of providing the approval necessary for the completion of bank payment orders, and the way of withdrawing the approval:**

3.1. The completion of the payment procedure –with the exception of transfer of funds by court order and order to transfer funds – can only be carried out if they have been approved of by the paying customer beforehand. The Takarékszövetkezet accepts the approval of the transfer in the following ways:

- for the completion of a paper-based payment procedure, the signature must be presented in the way as it was previously submitted to the Takarékszövetkezet,
- for the completion of electronic payment procedure, password and/or SMS code is needed.

3.2. The Client accepts that if the payment order was initiated by the beneficiary, or through the beneficiary, the paying customer cannot recall the payment order after having assigned the payment order or the approval of the payment procedure to the beneficiary.

3.3. The Client accepts that in case of collecting –if the Client is the paying customer– they can recall the payment order until the day preceding the debit, without damage to the right to refund.

3.4. The Client accepts that in case of an order tied to a value date, the order can be recalled by the Client by the end of the workday previous to the value date agreed on by the parties.

3.5. If the payment order was initiated by the beneficiary, or through the beneficiary, then the approval of the beneficiary is necessary for recalling the order.

3.6. The Contracting Parties agree that in case the payment order is recalled, the Takarékszövetkezet is entitled to charge extra fees, costs or any other payment for the recall.

## **4. Date of the reception of payment orders and the final date of the acceptance by the Takarékszövetkezet for the completion on the actual date and the provisions concerning these:**

4.1. The Takarékszövetkezet accepts the paper-based payment orders from the Clients and from the beneficiaries on business days, from Monday to Friday, during the business hours of the given account managing unit. The Takarékszövetkezet accepts the electronic payment orders from 0 o'clock to 24.00 o'clock.

4.2. The Takarékszövetkezet undertakes the completion of the received and registered payment orders on the given day with the following conditions:

4.2.1. The Client can submit payment orders by post or hand them in to the Takarékszövetkezet; the payment orders submitted until 12.00 o'clock on a given day will be processed and debited on the same day.

4.2.2. If the Client sends the payment orders electronically to the Takarékszövetkezet, then the payment orders submitted until 14.45 Monday to Thursday and until 13.45 on Friday on the given day will be processed and completed on the same day.

4.2.3. The payment orders submitted later than the above-mentioned times are completed by the Takarékszövetkezet on the following business day.

4.3. The payment orders submitted by the Client in accordance with the conditions of completion on the given day and credited on the payment account – managed by the Takarékszövetkezet – are credited on the addressee's account on the given day. The orders, that have the necessary coverage, and are submitted correctly and within the deadline of registry, concerning a payment account managed by a different payment services provider are furthered by the

Takarékszövetkezet via the GIRO system on the given day, thus these orders will arrive to the addressee's account on the business day following the given day.

If the Client initiates an order towards the beneficiary that cannot be credited by the beneficiary's provider, and as a result they remit the amount to the ordering customer, the remitted amount will be credited on the Client's account by the Takarékszövetkezet on the day when the amount is received.

4.4. If the ordering customer's payment account is managed by the Takarékszövetkezet as well, the incoming transfers arriving to the Client's account will be credited on the day when the transfer is initiated.

The incoming credits coming from the Clients of other payment services providers will be credited on the Client's account by the Takarékszövetkezet, following the reception of the GIRO data, on the given day.

4.5. In case an order arrives to the Client's account that cannot be fully identified by the Takarékszövetkezet due to mistakes in the account number or to other reasons, then the Takarékszövetkezet will attempt to settle the amount on the given day, that is, the account management unit of the Takarékszövetkezet will credit the order on the Client's account following the successful identification, or, in case the identification is unsuccessful, will remit the amount on the payment account of the ordering customer.

4.6. The VIBER transfers received for the Client's account will immediately be credited on the account when the Takarékszövetkezet acknowledges that they had been accepted by the savings bank.

The Client can order the submission of items through VIBER, however, the orders are accepted by the Takarékszövetkezet between 8.00 and 12.00 from Monday to Friday, and the items of a given day can only be launched until 12.00. The VIBER orders accepted to be completed on the given day cannot be recalled and the orders submitted on the value day can be recalled on the previous day.

The Client accepts that the central unit of the VIBER can reject items due to formal or content mistakes, and that the receiving bank can reject items due to the incorrect provision of the beneficiary's account number. No fees are charged for the repeated launching of an item rejected by mistake of the Takarékszövetkezet, and the items that were remitted because the Client provided incorrect bank account number must be launched again. In this case the same fees are charged for the new order as for the previous one.

4.7. The Client accepts that concerning items in connection with postal cash payment the items received from the Posta Elszámoló Központ are credited on the Client's account by way of consolidated accounting, on the given day, on the day of receiving the data.

## **5. Provisions concerning the use of non-cash means of payment, the amount of the payment limit, and the obligation to inform arising from the use of non-cash means of payment, and the rules of responsibility connected thereto:**

5.1.. The Contracting Parties agree that if the Client requests a non-cash mean of payment from or through the Takarékszövetkezet, then in case of the use thereof, they are obliged to observe the following , that is, the provisions of the framework agreement.

5.1.1. When using the non-cash means of payment and the security elements necessary for the use thereof, e.g. PIN code or other codes, the Client is obliged to act as it can generally be expected in the given situation in order to keep the above-mentioned codes safe.

5.1.2. The Client is obliged to immediately notify the Takarékszövetkezet, or a third party appointed by the Takarékszövetkezet (Magyar Takarékszövetkezeti Bank Zrt. hereafter: MTB) if they discover that they are no longer in possession of the non-cash means of payment, or discover the theft, or the unauthorized or unapproved use thereof.

5.1.3. The Client accepts that the Takarékszövetkezet can only provide the non-cash means of payment and the personal security elements necessary for the use thereof for the Client.

5.2. The Client has the right to withdraw cash, and to pay the counter value of products, services up to the balance of the account or no more than the available limit.

5.3.. The Takarékszövetkezet settles the demands for payment arriving to them in connection with the use of the non-cash means of payment and debits the demands on the account the means of payment is based on, the also credits the arriving items on the Client's account.

5.4. The Client accepts that the payment order submitted through the non-cash means of payment cannot be recalled.

5.5. The Takarékszövetkezet reserves the right to cancel the non-cash means of payment if any suspicion arises concerning the unauthorized use or fraudulent use of the non-cash means of payment, and the Client or Card Holder had not cancelled the use thereof or if it is necessary for the safety of the non-cash means of payment.

5.5.1. The cancellation of the non-cash means of payment – accompanied by charging the cancellation fees detailed in the relevant Announcement – is carried out at the request of the Client, as the owner of the non-cash means of payment, as card holder, and also at the request of the Takarékszövetkezet.

5.5.2. A new card must be requested in place of the cancelled card. Even if the cancelled card is found, the Client may not use it, and they are obliged to return it to the Takarékszövetkezet.

5.6. The Client accepts that if there is a credit limit connected to the non-cash means of payment, then the rights of cancellation of the Takarékszövetkezet detailed in point 5.5 are applicable in the case if there is a significantly increased risk that the paying customer cannot settle their existing obligations of payment towards the service provider.

5.7. In case the non-cash means of payment is cancelled, the Takarékszövetkezet informs the paying customer in writing (in e-mail or by post, in a registered letter) of the occurrence and reasons of the cancellation, prior to the cancellation, or at the latest, immediately following it. It means an exception from the obligation to inform if the observance of the obligation to inform endangers the safety of the performance of the Takarékszövetkezet as payment service provider, or statutes forbid the observance of the mentioned obligation.

5.8. The Client is entitled to request a card issued for another person, for the name of that person, the coverage of which is available on the Client's account. In this case the Client is regarded as primary card-holder, and the other person is regarded as additional card-holder. The prerequisite of the request for an additional card is the existence of a primary card connected to the Client's account, of the same type as the additional card.

5.9. Concerning the use of the non-cash means of payment, the rights and obligation of the additional card-holder mentioned in point 5.8 are identical to the rights and obligations of the primary card-holder concerning the use of the means of payment.

5.10. The Takarékszövetkezet is entitled to suspend the use of the non-cash means of payment if the Client or the Card Holder does not observe the provisions of this framework agreement.

5.11. The Takarékszövetkezet is not responsible for the damages resulting from the unauthorized use of the non-cash means of payment committed until the card is cancelled.

5.12. The damages resulting from the loss, theft or robbing of the non-cash means of payment occurring before the announcement are borne by the Client or by the Card Holder, and the damages resulting from the loss, theft or robbing of the non-cash means of payment occurring following the announcement are borne by the card issuer up to fifteen million HUF. The card issuer is exonerated from responsibility if they can prove that the damages occur as a result of a breach of contract by the Client or Card Holder caused by deliberate action or gross negligence.

5.13. The Client or Card Holder bears the damages occurring prior to the announcement up to the amount of forty-five thousand HUF, except if the damages occur as a result of the deliberate action or gross negligence of the Client or Card Holder (see paragraph 5.11 of this agreement).

5.14. In case of cancellation by telephone, there are only limited possibilities to check the authorization, thus the Takarékszövetkezet is not responsible for the consequences of the cancellation even if the card was cancelled by an unauthorized person. All damages resulting from unauthorized cancellation are borne by the Client or Card Holder.

## **6. The fees, charges, costs and other obligations of payment towards the Takarékszövetkezet are as follows:**

6.1. The Client accepts that the Takarékszövetkezet debits their account with the sum of the fees and arising costs in exchange for the account management for the Client, and for the services connected thereto – without the specific agreement of the Client.

6.2. The Client accepts that the arising fees, costs and interests of the account management and the services connected thereto are due at the end of every closing period (on the last business day of each month) and the Takarékszövetkezet debits the account with these costs at the end of that business day, without orders from the Client thereto.

6.3. The Client and the Takarékszövetkezet agree that in exchange for the account management and the services connected to it for the Client, the Takarékszövetkezet is entitled to charge fees, costs and charges detailed in the inseparable Appendix no. 1. of this framework agreement (the Announcement concerning the management of the account).

6.4. The Client accepts that by way of the prevailing Announcement, they are informed of the amount of the fees and charges regarding the management of the account, and of the way the arising costs and interests are charged.

6.5. The holders of joint accounts registered with two names accept that their obligations towards the Takarékszövetkezet arising from this agreement are joint and several.

**7. Interest rates and exchange rates applied in the course of the completion of payment procedures:**

- in case of foreign exchange credited on a HUF account, the foreign trade exchange buying rate of MTB;

- in case of foreign exchange debited on a HUF account, the foreign trade exchange selling rate of the MTB;

-in case of debit due to card transaction: the foreign trade exchange selling rate of the MBT valid on the day of procession.

**8.: The method of communication and the requirements concerning technical means necessary for the Client for the fulfilment of the obligation to inform by the Takarékszövetkezet:**

8.1. The Client accepts that this framework agreement only concerns the personal, electronic or postal submission and registry of payment orders.

8.2. The Takarékszövetkezet performs the compulsory formal and content examination in every case, and only registers payment orders that are formally correct and signed the same way as it was earlier registered at the Takarékszövetkezet. The Takarékszövetkezet at all times refuses to complete overwritten, corrected payment orders.

8.3. Contracting Parties agree that the Takarékszövetkezet provides the Client as paying customer, on request by the Client, with the most important identification in connection with the payment operations concerning their account as required by the relevant statute, in the form of account statement, once a month, subsequently in paper or electronic form– free of all charges or costs.

The Client hereby states that they

request                       do not request

subsequent information from the Takarékszövetkezet concerning the payment operations affecting their bank account.

If they request, they require it sent

in the form of electronic statement  in paper form.

**9. The method and frequency of the fulfilment of obligation to inform by the Takarékszövetkezet, and that of the provision of the terms of contract:**

9.1. At the request of the Client, the Takarékszövetkezet is obliged to provide the Client with the terms of conditions and the compulsory information before the conclusion of the agreement at any time, in writing, in paper or electronic form.

9.2. In case the Takarékszövetkezet provides their declaration of rights, concerning the payment order based on this framework agreement concluded with the paying customer,–at the request of the paying customer– the Takarékszövetkezet informs the paying customer in advance, in paper or electronic form, about the duration of the completion of the service, and about every fee, cost and payment obligation towards the Takarékszövetkezet.

**10. The language of the conclusion of the agreement, and the language of communication during the contractual relationship:**

10.1. Contracting parties agree that the language of the conclusion of the framework agreement and the language of communication while the legal relationship resulting from the framework agreement exists is the Hungarian language.

**11. The Client's obligation to notify, and the rules of registration of the Takarékszövetkezet in connection with the mentioned obligation, with special regard to the provisions concerning the use of non-cash means of payment:**

11.1.1.1. The Client is obliged to notify the Takarékszövetkezet, or a third party appointed by them if they realize that the non-cash means of payment has left their possession, it has been stolen or if they notice unauthorized or unapproved use of the non-cash means of payment, or if they discovered payment operations on their account statement that they do not wish to recognize.

11.1.1.2. The notification is deemed completed if the Client or the Card Holder has provided the necessary details: the type of the card, the card number, the name of the card holder, their mother's name, the date of birth of the card holder, their mailing address, and the number of the personal identification document.

11.1.2. The Client is obliged to immediately notify in person or by telephone in any units of the Takarékszövetkezet; during business hours by telephone or in writing or in the MTB headquarters (1122 Budapest, Pethényi köz 10.) From 0.00 o'clock to 24.00 o'clock on the telephone number (36)/(06)/(1)212-0202; or from 0.00 o'clock to 24.00 o'clock, on the telephone number 40/100-100.

11.1.3. In case the non-cash means of payment is stolen or lost, and there is a suspicion of any abuse thereof, then the Client as Card Holder has to make charges at the relevant Police Headquarters immediately, and a copy of the charges must be provided for the Takarékszövetkezet.

11.1.4. The Client accepts that it qualifies as gross negligence if they do not comply with their obligation of immediate notification concerning the cancellation of the non-cash means of payment.

11.1.5. The Takarékszövetkezet keeps a record of the notifications which enable them to certify the date and content of the notifications for 18 (eighteen) months. At the request of the Client and Card Holder, the Takarékszövetkezet issues a certificate of the occurrence and date of the notification.

11.2. The obligations concerning the safe handling of the non-cash means of payment are as follows:

11.2.1 The Client is obliged to handle the PIN code secretly and separately, in a way that no other person can access it apart from themselves. The Takarékszövetkezet does not bear responsibility for damages resulting from the breach of this obligation.

11.2.2. The non-cash means of payment can only be used by the Client, it must not be handed over to another person and it must not be deposited.

11.2.4. The Client is obliged to destroy the envelope containing the PIN code immediately after memorizing the code. If the Client does not destroy the envelope containing the PIN code, then they are obliged to store it completely separately from the non-cash means of payment. The Client accepts that it qualifies as gross negligence if the PIN code becomes known by an unauthorized person.

11.3. The Takarékszövetkezet is entitled to block the non-cash means of payment if the Client breaches the provisions detailed in the bank card agreement.

**12. Rules concerning the liabilities of the Client as paying customer:**

12.1. Regarding the unapproved payment operations –which are carried out with the non-cash means of payment stolen or lost from the possession of the paying customer, or which result from the unauthorized use of the non-cash means of payment– the Client as paying customer accepts, that the damages, that occurred before the Client fulfilled their obligation to notify, are borne by the paying customer up to an amount equalling forty-five thousand forints.

**13. The obligation of communication of the Client concerning unapproved or erroneously debited payment operations and the rules of correction:**

**13.1. Deadline of the request of correction concerning the unapproved, or approved, but erroneously completed payment operations:**

13.1. Contracting Parties have agreed the Client can immediately, but not later than the end of the 30th day following the completion of the payment operation (or by the end of the last calendar day

or business day of the month) request the correction of the unapproved, or approved, but erroneously completed payment operations, and the Takarékszövetkezet will take measures for the completion of the request of correction without delay. The Takarékszövetkezet has informed the Client of the fact that the above-mentioned deadline does not include the case if the Takarékszövetkezet did not fulfil its obligation of subsequent information following the payment order.

**13.2. The rules of the responsibilities of the Takarékszövetkezet concerning unapproved payment operations:**

13.2. In case of the completion of an unapproved payment operation, the Takarékszövetkezet is obliged to reimburse the amount of the given payment operation for the paying customer without delay, to restore the conditions previous to the debit concerning the payment account, and to recompense for the paying customer's damages. The Takarékszövetkezet is not obliged to do the above, if the framework agreement concluded with the Client concerns a low-amount non-cash means of payment, and the paying customer used a non-cash means of payment that does not allow the identification of the paying customer, or, due to the type of the non-cash means of payment, the Takarékszövetkezet is not in the position to prove that the operation was approved.

**13.3. The obligation of the Takarékszövetkezet defined concerning the completion of the payment operation:**

13.3.1. **If the payment operation was initiated by the paying customer,** as the client of the Takarékszövetkezet, the payment services provider of the paying customer, that is, the Takarékszövetkezet bears the responsibility for the erroneous completion of the payment operation, except in case they can prove that the amount of the payment operation arrived to the payment services provider of the beneficiary. In case it cannot be proved, or the payment service provider of the paying customer is deemed responsible, they, that is, the Takarékszövetkezet is obliged to reimburse the amount of the given payment operation for the paying customer without delay, and to restore the payment account to such conditions as if the erroneously completed payment operation had not occurred.

If the amount of the payment operation has arrived to the beneficiary's payment service provider, then the beneficiary's payment service provider is responsible for the erroneous completion of the operation. In this case the beneficiary's payment service provider is obliged to provide the beneficiary with the amount of the payment operation, and credit it on their payment account without delay.

13.3.2. **If the payment operation was initiated by the beneficiary, or it was initiated through them,** then the beneficiary's payment provider is responsible for forwarding the payment order to the payment service provider of the paying customer. If the beneficiary's payment service provider is responsible, then they are obliged to send the payment order to the payment service provider of the paying customer without delay.

13.3.3. The beneficiary's payment service provider is responsible for the statutory completion of the payment operations towards the beneficiary. In this case the beneficiary's payment service provider, if their responsibility exists, is obliged to ensure without delay that the amount of the payment operation credited on the beneficiary's account is available for the beneficiary.

With the exception of the provisions set out in points 13.3.4., 13.3.2. and 13.3.3., the paying customer's own payment service provider is responsible towards the paying customer for the non-completion or erroneous completion of the payment operation. The payment service provider of the paying customer – in case they are responsible for the non-completion or erroneous completion of the payment operation – is obliged to reimburse the amount of the not completed or erroneously completed payment operation for the paying party, and to restore the payment account in a state as if the erroneously completed operation had not taken place.

13.3.5. If the payment operation was initiated by the beneficiary, or through the beneficiary, then the payment service provider of the beneficiary is obliged to conduct themselves in the way it can be expected in the given situation, independently of the question of responsibility for the erroneous completion, so that the operation can be followed up. The payment service provider of the beneficiary shall inform the beneficiary of the result of the follow-up.

**13.4. Conditions of reimbursement concerning approved payment operations:**

13.4.1. The payment service provider of the paying customer reimburses the amount of the payment operation initiated by the beneficiary or through the beneficiary and approved by the paying customer, if, in the time of approval the paying customer did not recognise the amount of the payment

operation, and the amount of the payment operation exceeded the amount which could reasonably be expected of the paying customer in the given situation. The paying customer is obliged to prove the existence of the conditions. The paying customer cannot refer to the condition concerning the amount of the payment operation in connection with the exchange of the currencies, if the reference-rate was applied in the course of the exchange. When judging the amount of the payment operation that can reasonably be expected of the paying customer, the payment service provider has to consider the previous payment operations of the paying customer, the content of the framework agreement and the circumstances of the payment operation.

13.4.2. Contracting Parties agree that the paying customer is not entitled to the reimbursement if they gave the approval directly to their own payment service provider, and the payment service provider or the beneficiary fulfilled their obligation to provide information of the payment operation in advance in accordance with the framework agreement, 28 (twenty-eight) days before the completion of the payment order was due.

13.4.3. The paying customer can raise their claim for reimbursement concerning a payment operation initiated by the beneficiary or through the beneficiary and approved by the paying customer for 56 (fifty-six) days from the date of the debit. Within 10 business days from date when the claim for reimbursement is lodged by the paying customer, the payment service provider reimburses the amount of the payment operation or rejects the request with a justification. In case the reimbursement is rejected, the payment service provider concurrently informs the paying customer of the forums eligible for the out-of-court settlement of the litigation.

#### **14. The conditions of the coming into force of the modification of the agreement initiated by the Takarékszövetkezet, and the rules concerning the acceptance thereof:**

14.1. The contracting parties agree that the Takarékszövetkezet is entitled to unilaterally modify –with the observance of the relevant statutes–the conditions contained by the framework agreement and in the documents constituting its inseparable appendix, and also the interest, fees, cost and rate defined in the Announcement.

14.2. The contracting parties agree that, if the modification is unfavourable of the Client, the Takarékszövetkezet announces the modification of the framework agreement, of the conditions detailed in the documents constituting the inseparable appendix thereof, and of the interests fees and charges or costs defined in the Announcement, and also the coming into effect of the modification at least 60 (sixty) days in advance in the form of an Announcement on the [www.szigetvaritakarek.hu](http://www.szigetvaritakarek.hu) web page, and at the specific request of the Client the Takarékszövetkezet provides the Announcement concerning the modification(s) by post or electronically, or by other permanent data carrier (e.g. electronically, via e-mail message) agreed on with the Takarékszövetkezet.

When initiating the modification of the framework agreement and the conditions detailed in the documents constituting the inseparable appendix thereof, and that of the interests, fees, charges and other costs detailed in the Announcement in a way that is unfavourable for the Client, the Takarékszövetkezet informs the Client of the fact that the modification can be deemed accepted by the Client if they do not notify the Takarékszövetkezet of the fact that they do not accept the modification, in writing, before the modifications come into effect. The Client is entitled to terminate the framework agreement until the day preceding the coming into effect of the modification, and the termination is free of charges, costs and other obligations of payment. Naturally this does not include the case when, resulting from the framework agreement concluded with the Client, the Takarékszövetkezet registers arrears –due to the default of payment of bank charges. If there are no adequate funds for the settlement of the bank charges, and the Client fails to settle the arrears within 15 days from the date of the demand for payment sent by the Takarékszövetkezet, then the Takarékszövetkezet is entitled to terminate the framework agreement with immediate effect and concurrently cancel the bank account, however maintain the demand concerning the arrears. If the Client does not terminate the framework agreement in writing until the day preceding the date when the modification comes into effect, then the modification must be deemed accepted by them. In this case the Takarékszövetkezet will be entitled to charge the modified amount of fees, charges and costs and to execute the modified terms of contract as defined in the information and Announcement, from the date the modification comes into effect.

14.3. The Contracting Parties agree that if the modification of the framework agreement, of the conditions contained by other documents constituting inseparable appendix thereof, and that of the interests, fees, charges and other costs detailed in the Announcement are favourable for the Client,

then the Takarékszövetkezet shall inform the Clients thereof in the form of an Announcement posted in the client areas 15 days prior to the coming into effect of the modifications, and they publish the Announcement on the [www.szigetvaritakarek.hu](http://www.szigetvaritakarek.hu) web page as well.

14.4. The Contracting Parties agree that if the modification of the framework agreement concerns interest rate or exchange rate, then the Takarékszövetkezet is entitled to modify the interest rate or exchange rate immediately, without the preliminary notification of the Client thereof, bearing in mind that the parties have agreed on it in the framework agreement and that in the course of the completion of payment operations the interest rate and exchange rate applied by the Takarékszövetkezet are reference interest rate and reference exchange rate. In this case the Takarékszövetkezet informs the Clients of the modifications at the latest on the date of their coming into effect in the form of the actual Announcement published on the [www.szigetvaritakarek.hu](http://www.szigetvaritakarek.hu) web page and posted in the client areas.

#### **15. The duration of the agreement:**

15.1. This framework agreement is valid for an undetermined period.

#### **16. The right of termination by the Client concerning the framework agreement, and the consequences thereof:**

16.1. This agreement can be terminated by the Client with a notice of 30 days, and can be terminated by the Takarékszövetkezet with a notice of 60 days. In the case of a joint account managed with two holders' names, the two account holder Clients can only exercise their right of termination together. In case the Client terminates the agreement, the Client is obliged to settle their arrears towards the Takarékszövetkezet concurrently to the termination of the agreement or at latest on the last day of the notice period. If the Client has a non-cash means of payment, than the 30-day notice period begins on the date when the non-cash means of payment is returned to (accepted by) the Takarékszövetkezet.

16.2. If, resulting from the framework agreement concluded with the Client, the Takarékszövetkezet registers arrears due to the default of payment of bank charges and there are no adequate funds for the settlement of the bank charges, and the Client fails to settle the arrears within 15 days from the date of the demand for payment sent by the Takarékszövetkezet, then the Takarékszövetkezet is entitled to terminate the framework agreement with immediate effect and concurrently cancel the bank account maintaining the demand. The Client accepts that if they seriously or repeatedly violate their obligations resulting from the framework agreement, then the Takarékszövetkezet is entitled to terminate the agreement with immediate effect.

16.3. With regard to the fact that this framework agreement has undetermined duration, the Client has the right to terminate the agreement at the end of the first year free of any charges, fees or other obligations of payment, with a notice period of 30 days.

16.4. The Takarékszövetkezet and the Client agree that the Takarékszövetkezet informs the Client of the termination of the framework agreement in writing, by post by sending a registered letter in any case when the termination of the agreement is initiated by the Takarékszövetkezet.

#### **17. Choice of law, stipulation of exclusive scope of authority and jurisdiction:**

17.1. Contracting Parties agree that for the settlements of disputes arising from this framework agreement they consider the regulations of the Hungarian law applicable.

17.2. Contracting Parties agree that they will attempt to settle the litigations arising from this framework agreement by way of an agreement (in accordance with point 18). In case the attempt fails – depending on the limit and the value of the matter in dispute – they stipulate the exclusive jurisdiction of the ..... Municipal Court and/or the ..... County Court<sup>1</sup>.

#### **18. Forums for the out-of-court settlements of litigations arising from this framework agreement:**

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<sup>1</sup> The branch offices in Baranya County have to stipulate the Pécs Municipal Court and the Baranya County Court, branch offices in Bács-Kiskun County state the Kecskemét Municipal Court, and the Bács-Kiskun County Court.

18.1. For the out-of-court settlement of litigations arising from this agreement, the Client can recourse to a reconciliatory board. The reconciliatory board is an independent board functioning in cooperation with the county and capital chambers of commerce and industry. The Client can get information on the details of the relevant reconciliatory board from the web page of the Hungarian Chamber of Commerce and Industry, and from the web page of the ministry led by the minister responsible for consumer protection.

**19. The right of data management and of data transfer, the prevention, examination and investigation of fraud connected to payment and that of abuse of the non-cash means of payment, and the rules thereof.**

19.1. The Client or Card Holder accepts that in order to prevent, examine and investigate fraud and abuse of non-cash means of payment, the Takarékszövetkezet only provides information of the details of the bank account qualified as bank secret to a third party –without the consent thereto of the Client or the Card Holder– in the cases defined primarily in the act concerning credit institutions and financial enterprises and in the statutes and other provisions.

19.2. The Client or Card Holder accepts on one hand that, in accordance with the act concerning credit institutions and financial enterprises, the Takarékszövetkezet is not entitled to deny the request for data referring to the obligation of secrecy if the statutory conditions based on the statutes referred to exist, and also that the Takarékszövetkezet cannot inform the Client of the provision of data, and the requesting authority can only use the data for the purpose they stated in the request for data.

19.3. The Client or the Card Holder accepts that in case of the breach of this framework agreement, in accordance with the provisions of the –repeatedly modified – act concerning credit institutions and financial enterprises, their personal details provided in this framework agreement can be registered in the Central Credit Information System (Központi Hitelinformációs Rendszer, hereafter: KHR), in a closed database, the aim of which is to increase the safety of bank activities. The Takarékszövetkezet or the Takarékbank Zrt. issuing the card sends the contractual data concerning this framework agreement, the Client or Card Holder natural person's personal identification, and data concerning the use of the non-cash means of payment in cases and with the content defined in 130/C § (1) and 130/E § of the statute referred to in this point. In case the Client or the Card Holder has overdue, but not yet settled debt, the Takarékszövetkezet, 30 day prior to the planned completion of the data transfer in accordance with 130/C § of the statute referred to in this point, notifies the Client or Card Holder in writing of the fact that if they do not comply with their obligation detailed in this framework agreement, then their data will be entered into the KHR in the cases and with the content defined in the statute referred to. Within not more than 8 days following the transfer of data due to default of payment defined in 130/C § of the statute referred to, or due to fraudulent use of non-cash means of payment defined in 130/E. § of the statute, the Takarékszövetkezet notifies the Client or the Card Holder in writing of the data transfer.

**20. Informative provisions concerning the queuing of items:**

20.1.1 By signing this agreement the Client accepts that they have been informed of the fact that the transfers completed on the basis of transfers of funds by court order and orders to transfer funds which cannot be fully or partially completed due to lack of funds are queued by the Takarékszövetkezet until the provision of the necessary funds –but no longer than 35 days–in case there is no order by the beneficiary for the immediate reimbursement of the amounts. The sequence of completion is determined by the date of reception. The period of queuing begins on the business day following the reception of the payment order.

20.1.2. The direct debit authorizations that cannot be completed due to lack of funds are – in accordance with the acceptance of the Client included in this framework agreement – queued by the Takarékszövetkezet for 4 (four) business days beginning from the date when the direct debit is due.

20.1.3. The Client accepts that they cannot request instalment payment for direct credit and direct debit authorizations.

20.2. The payment accounts of the paying party managed by the same payment service provider – in this case by the Takarékszövetkezet–are regarded as one payment account from the point of view of the completion of the transfers completed on the basis of transfers of funds by court order and orders to transfer funds.

20.3. The Client as paying customer accepts that they have to complete partial payment up to the level of the partial funds available in case of transfers of funds by court order and orders to transfer funds.

20.4.1 The Client as paying customer and the Takarékszövetkezet as the paying customer's payment service provider hereby agree that the Takarékszövetkezet DOES NOT settle transfers of funds by court order and orders to transfer funds concerning the payment account on the expenses of the credit limit connected to the payment account.

20.4.2. The Client as paying customer accepts that the completion of transfers required by transfers of funds by court order and orders to transfer funds are completed before any other payment operations.

20.5. The Client accepts that the paying customer cannot exercise their right of correction in case of transfers required by transfers of funds by court order and orders to transfer funds.

20.6. The Client accepts that the reception of the transfers of funds by court order and orders to transfer funds is the date when the payment service provider of the paying customer receives the payment order in full possession of all information necessary for the completion.

20.7. The Client accepts that in case of an order for transfer of funds by court initiated by the beneficiary via their payment service provider, the date of reception from the point of view of the payment service provider of the beneficiary is the date when they receive the order for transfer of funds by court in full possession of all information necessary for the completion of their tasks –thus especially in possession of the data enabling the identification of person having the right of disposal.

20.8. The payment service provider managing the account of the paying customer immediately notifies the beneficiary and the person submitting the order to transfer funds of the queuing of the transfer of funds by court order and orders to transfer fund if it cannot be completed due to lack of funds. The notification contains the details of the payment order and the last day of queuing.

## **21. Provisions concerning data management, and direct marketing:**

21.1. Contracting parties agree that, by signing this framework agreement, the Client agrees that the Takarékszövetkezet shall provide me with information concerning the products of the Takarékszövetkezet, through advertisement and other marketing-purpose delivery – with the means of direct contact (direct marketing) but especially by post, by electronic mail or by any other means of communication equivalent thereto –by using my data managed by the Takarékszövetkezet qualifying as bank secret or business secret.

Yes

No

21.2. By signing this framework agreement the Client authorizes the Takarékszövetkezet to forward the information concerning the Client and qualifying as bank secret, business secret and personal details to the agents, other appointees and representatives having contractual relationship with the Takarékszövetkezet –to the extent necessary for the provision of the services of the Takarékszövetkezet– for the purposes of data management and recording.

21.3. Concurrently to signing this framework agreement, the Client absolves the Takarékszövetkezet and its agents, other appointees, representatives from their obligation of secrecy towards each other within their legal relationships.

21.4. By signing this agreement I hereby authorize the Takarékszövetkezet and its agents, other appointees, representatives to provide each other with my details that I have provided, with the purpose of recording, managing storing and processing my details, and also with the purpose of direct marketing, market research and risk analysis. The agreement of the Client includes future information concerning the products of the Takarékszövetkezet communicated with advertisement purposes in direct mail, by telephone, through electronic or other means of communication.

21.5. By signing this framework agreement the Client accepts that concurrently with the signing of the agreement they have been informed of their rights and their opportunities for redress in connection with data management, thus also of that they can withdraw their consent concerning the sending of direct marketing advertisements, and cancel the marketing deliveries at any time, without any limitations and free of charge by a declaration which enables the unambiguous identification of the Client, sent to the address of the Takarékszövetkezet, to that of its agents, other appointees and representatives (including the electronic mail address/e-mail address present on the web page). The

Client has the right to request modifications – carrying over the data registered in the records of the Takarékszövetkezet and its agents, other appointees, representatives –concerning the changes that occurred in the above-mentioned personal data, at any time, free of charge.

Client accepts that they have been informed of the fact that the Takarékszövetkezet, its agents, other appointees and representatives record and manage the client information for 5 years following the termination of the enforceability of the rights and obligations, or for the period required by the relevant statutes.

21.6. By signing this framework agreement the Client states that their declaration given in this agreement qualifies as authorization/acceptance in accordance with act LXIII of the year 1992 concerning the protection of personal details and the publicity of the data of public interest and with the sectoral statutes, and also agrees that they have fully received preliminary information from the Takarékszövetkezet concerning the data management, and provision of data, and they sign this contract in full knowledge thereof.

## **22. Other provisions:**

22.1. The Client states that they got acquainted with and accepted the General Terms of Contract constituting the inseparable element of this agreement and the relevant Announcement of the Takarékszövetkezet prior to signing this agreement, and regard these as the inseparable appendices of the framework agreement.

22.2. Concurrently with the signing of this agreement, the Takarékszövetkezet has informed the Client of the fact that, on the basis of this framework agreement the amounts deposited on the account opened for the Client are insured in accordance with the prevailing provision of the act concerning the National Deposit Insurance Fund.

22.3. Concerning the questions not provided for in this agreement, the provisions of the General Terms of Contract in the General Policy of the Takarékszövetkezet, the provisions of the prevailing statutes concerning payment, those of the statutes concerning credit institutions and financial enterprises, and those of the Civil Code are applicable.

22.4. The Client hereby declares that their details included in this framework agreement are true, and they accept that they are obliged to inform the Takarékszövetkezet of any changes in their details within 5 (five) business days. By signing this framework agreement the Client, being fully aware of their legal liability, declared that they have acted in their own name when concluding the framework agreement.

Dated ....., on day....., .....month, in year 200.....

.....  
Client

.....  
Client

.....  
Takarékszövetkezet

Appendices: General Terms of Contract for the management of retail bank account

Appendix no 1.-Announcement concerning fee(s), cost(s), charge(s) connected to the management of the account.