

**Basic rules governing the relationship between UniCredit Jelzálogbank Zrt. and the Client**

**General Business Conditions**

Effective: as of 25 May 2018

## List of contents

<b>I. GENERAL PROVISIONS</b> .....	<b>3</b>
1. DEFINITIONS, GENERAL PRINCIPLES, LEGAL FEATURE OF THE BUSINESS RULES .....	3
2. PUBLICATION OF THE GENERAL BUSINESS CONDITIONS .....	4
3. COMING INTO FORCE BY THE GENERAL BUSINESS CONDITIONS, THEIR AMENDMENT AND PUBLICATION .....	4
4. FORMAL REQUISITES OF BANK TRANSACTIONS .....	4
5. FURTHER RULES ON NOTICES.....	5
6. REPRESENTATION OF THE MORTGAGE BANK AND THAT OF THE CLIENT .....	5
<b>II. BANK SECRET</b> .....	<b>6</b>
<b>III. RESPONSIBILITY OF THE MORTGAGE BANK</b> .....	<b>13</b>
1. PRINCIPLES OF RESPONSIBILITY .....	13
2. RESPONSIBILITY FOR ORDERS FORWARDED .....	13
3. RESPONSIBILITY FOR HINDERING THE BUSINESS PROCESS .....	13
<b>IV. RESTRICTIONS CONCERNING THE CLIENT'S RIGHT OF IMPUTATION</b> .....	<b>13</b>
<b>V. OBLIGATIONS OF THE CLIENT</b> .....	<b>13</b>
1. CHANGE IN NAME ADDRESS OR THE REPRESENTATION RIGHT REPORTED TO THE MORTGAGE BANK .....	13
2. UNAMBIGUOUS CHARACTER OF ORDERS .....	14
3. SPECIFIC REFERENCE TO THE URGENCY OF THE ORDER .....	14
4. CHECKING OF AND COMPLAINTS REGARDING THE SALES BY THE MORTGAGE BANK .....	14
5. DEADLINE FOR LODGING IN COMPLAINTS, IMPLICIT CONSENT .....	14
6. CONSEQUENCES OF FAILING TO FULFILL AN OBLIGATION .....	15
<b>VI. GOVERNING LAW, COMPETENT COURT</b> .....	<b>15</b>
1. SCOPE OF THE HUNGARIAN LAW .....	15
2. COMPETENT COURT .....	15
<b>VII. CREDIT AND LOAN TRANSACTIONS</b> .....	<b>15</b>
1. GENERAL PRINCIPLES .....	15
2. RULES ON CREDIT AND LOAN TRANSACTIONS .....	16
3. BANK GUARANTEE.....	18
<b>VIII. COLLATERALS</b> .....	<b>19</b>
1. PROVIDING AND SUPPLEMENTING COLLATERALS .....	19
2. COLLATERALS ACCEPTABLE TO THE MORTGAGE BANK .....	19
3. PROMPT COLLECTION .....	19
<b>IX. COSTS OF BANKING SERVICES</b> .....	<b>19</b>
1. INTERESTS AND FEES .....	19
2. COSTS .....	28
<b>X. RIGHT OF TERMINATION OF THE MORTGAGE BANK</b> .....	<b>28</b>
1. ORDINARY TERMINATION .....	28
2. EXTRAORDINARY TERMINATION .....	28
<b>XI. OUTSOURCED ACTIVITIES, AGENCY AGREEMENT, CODE OF CONDUCT</b> .....	<b>29</b>
<b>XII. COMPLAINT MANAGEMENT</b> .....	<b>29</b>
<b>XIII. SCOPE OF THE GENERAL BUSINESS CONDITIONS</b> .....	<b>31</b>

## I. GENERAL PROVISIONS

### 1. Definitions, general principles, legal feature of the business rules

- 1.1 For the purpose of the present General Business Conditions "Contracting Parties" shall be the "Client" and the "Mortgage Bank".
- 1.2 The "Client" shall be a domestic or foreign legal entity, private entrepreneur or a natural person of legal age or over 14 if represented by a legal representative, for which/whom the Mortgage Bank provides services within the framework of its scope of activities. A consumer is a natural person acting for purposes other than self-employment and business operations.
- 1.3 The "Mortgage Bank" is UniCredit Jelzálogbank Zrt. (1054 Budapest, Szabadság tér 5-6.), activity license number: ÁPTF resolution No. 1608/1999 of 11 June 1999; registration number:01-10-043900.
- 1.4.1 The General Business Conditions include the general terms of legal transactions to be entered into by the Client and the Mortgage Bank, the contents of which shall apply to the entirety of the relations to be established between the Mortgage Bank and the Client.
- 1.4.2 In addition, special conditions (hereinafter referred to as Special Business Conditions) may apply to certain business relations, which may contain differences or additions as compared to the present General Business Conditions.
- 1.4.3 The provisions of the General Business Conditions shall apply – without any specific stipulation – to all the issues concerning which rules of law to be compulsorily applied regarding the case concerned or a contract between the parties or the Specific Business Conditions do not include stipulations that expressly provides otherwise.
- 1.5 Because of its nature the legal relationship between the Mortgage Bank and the Client is a connection of confidential character, for the maintenance of which regular caring or the cooperation between the parties is inevitable.
- 1.6. **CCIS Act**" shall mean Act CXXII of 2011 on the Central Credit Information System.
- 1.7 **Agreements subject to data supply**" in accordance with Section 2, Article. 5 of the CCIS Act shall mean credit/financial loan agreements, financial lease agreements, provision of money transfer services; the issuance of non-cash payment instruments and the provisions of related services, undertaking of guarantees or bank guarantees or any other banker's obligations, the provision of investment loans or securities lending as well as student loan agreements as defined by law.
- 1.8. **Reference Data**" shall mean any information, including the personal particulars of a registered person, which may be handled by the financial enterprise managing the Central Credit Information System in accordance with the CCIS Act.
- 1.9 **Reference Data Provider**" shall mean a financial institution active in at least one of the fields specified under Sections *b)-c)* or *f)-g)* or *l)* of Article 3 (1) of the Act No. CCXXXVII. on the credit institutions and financial enterprises (Hpt).and other institutions determined in the CCIS Act. For the purposes of these Terms and Conditions this shall be the Mortgage Bank
- 1.10. **Complaint**" shall mean the objection of the Client to any action or omission of the Mortgage Bank relating to the precontractual phase, or the conclusion of the agreement, the fulfillment of the agreement by the Mortgage Bank, and the termination of the contractual relationship respectively hereinafter the settlement of the legal dispute with respect to the agreement.
- 1.11. **Interest modification indicator**: a relative number accessible to the public which serves as the basis for the calculation of any interest modification and which objectively expresses any change in circumstances related to the refinancing costs of lending and the provision of credit that fall beyond

the range of business risks and the control of the Mortgage Bank, are independent of the Mortgage Bank, and cannot be prevented or controlled by the Mortgage Bank.

- 1.12. Interest Margin:** the part of the Interest to be paid by the Debtor in addition to the reference-rate, i.e. the difference between the Interest and the reference-rate.
- 1.13. Interest Margin modification indicator:** an interest rate modification indicator that serves for the basis of the change of interest margin;
- 1.14. Interest Period:** a period determined in the Loan Agreement during which the Mortgage Bank is not entitled to unilaterally amend the Interest rate.
- 1.15. Reference Rate:** a publicly available interest rate approved by the National Bank of Hungary and published on its website, serving as the basis for the calculations of the applicable interest rate, the measure of which cannot be influenced by the Mortgage Bank and which serves as the basis for the calculation of the interest rate of the Loans with interest tied to a Reference-Rate. The Mortgage Bank informs the consumer on the change in the Reference Rate on its webpage.
- 1.16. Processing:** any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
- 1.17. Controller:** the natural or legal person, public authority, agency or other body, including particularly the Mortgage Bank, which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.
- 1.18. General Data Protection Regulation:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.”
- 1.19. Personal data** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## **2. Publication of the General Business Conditions**

The Mortgage Bank shall furnish its Clients with the General Business Conditions (send or deliver them) and display them at its headquarters for inspection. The General Business Conditions of the Mortgage Bank may be inspected by anybody on the homepage of the bank ([www.jelzalogbank.hu](http://www.jelzalogbank.hu)).

## **3. Coming into force of the General Business Conditions, their amendment and publication**

- 3.1** The provisions of the General Business Conditions shall be applied for specific contracts concluded with the Mortgage Bank as from the effective date of the contract.
- 3.2** If amendment to the General Business Conditions or to the Special Business Conditions has been made, the modifications shall apply to the contracts previously concluded on the effective date of such an amendment.

3.3 The Mortgage Bank – unless legislation provides otherwise - shall inform the Client of the amendment to its business conditions by means of an announcement. The provisions of the amended General Business Conditions and Special Business Conditions shall come into force on the 15th calendar day from the announcement unless the modification foresees a different date for their entering into force.

#### **4. Formal requisites of bank transactions**

4.1.1 The Mortgage Bank and the Client generally put the notifications, orders and messages to be sent to each other in writing or confirm such in writing. The contracts concluded by the Mortgage Bank shall be valid only if they are put in writing. In addition to this point 1.4 of Chapter VII shall be governing for the form of the credit contract and mortgage contract.

4.1.2 Documents are considered written ones if the original signature of the duly authorized person figures on them.

4.2.1 Considering its relationship with the Client as well as the actual deal concerned the Mortgage Bank may accept notifications, orders and messages even by phone, fax or telex based on specific decisions.

4.2.2 To safely fulfill the orders received by phone, fax or telex the Mortgage Bank may ask the Client to confirm such an order by phone, fax or telex before the fulfillment of the order.

4.2.3 The Mortgage Bank shall not bear any liability for damages resulting from errors, misunderstandings or mistakes in the course of information forwarding by phone, fax or telex.

#### **5. Further rules on notification**

5.1.1 The Mortgage Bank shall send the contractual offers, declarations, notifications and documents to the Client to the address given by the Client to the Mortgage Bank as a mail address. If no such an address is given, the Mortgage Bank shall send the documents to the Client's headquarters (address), premises reported by the Client to the bank or any other address known by the Mortgage Bank.

5.1.2 The Mortgage Bank shall not bear any liability if the delivery is protracted or unsuccessful as a result of the inexactness of or change in the name or address given by the Client or for other reasons beyond the Mortgage Bank's control.

5.2 The Client shall immediately inform the Mortgage Bank if any consignment or notification expected from the bank does not arrive within the period of usual postal delivery. The Client shall be liable for consequences if said obligation is not fulfilled.

5.3.1 Generally the Mortgage Bank is not obliged to send the documents and notifications to the Client by registered mail or by mail with acknowledgement of receipt.

5.3.2 This rule shall not apply to securities, documents representing valuables or other consignments which are to be handled with increased security as a result of their nature or contents.

5.3.3 In such a case the Mortgage Bank shall forward the consignment with due care expectable from it. The consignment shall be forwarded at the expense and risk of the Client.

5.4 After the period of usual postal delivery the Mortgage Bank is entitled to consider the written notification as delivered to the Client.

5.5 Upon the written request and at the risk of the Client the Mortgage Bank shall retain the correspondence and deliver such on spot unless otherwise provided for by rules of law.

5.6 The Mortgage Bank shall inform the Client of changes in its List of Conditions through an announcement. The Mortgage Bank is obliged to display such announcements at its headquarters and make such available to Clients as a result. In addition, the Mortgage Bank may also display its announcements in the UniCredit Bank Hungary Zrt. branches regularly visited by its Clients.

5.7 Unless otherwise provided for by the announcement, the contents of the announcement shall come into force on the 15th calendar day following the announcement.

5.8.1 The Client shall send his consignments to the Mortgage Bank to the address given by the bank.

5.8.2 The records of the Mortgage Bank shall be governing in respect of the delivery date of the consignments sent to the Mortgage Bank.

## **6. Representation of the Mortgage Bank and that of the Client**

6.1 Based on Act CXXXVI of 2007 on the prevention and hindering of money laundering and financing of terrorism (hereinafter: MLA) the Mortgage Bank is obliged to identify the Client – including his agent – and within this it is obliged to convince itself of the identity of the Client, his agent, person in charge or representative as well as of the proxy of the representative in case of a representative. For this purpose the Mortgage Bank may ask the Client, his agent, person in charge or representative to certify his identity or proxy through the presentation of documents. The Mortgage Bank shall make photocopies of these documents and certificates if the Client gives his consent to this end.

Identity may be certified through the following documents:

For domestic natural persons: valid identity card and residence card, or passport and residence card, or driving license of the card format and residence card; for domestic natural persons under 14: official card certifying the identification number or passport, student's card; for foreign natural persons: valid passport, identification card provided that such entitles the person concerned to stay in Hungary, valid residence permit. In case of any doubt the Mortgage Bank may ask for the presentation of other documents as well.

For legal entities or other organizations having no legal personality: the person(s) entitled to act on their behalf or based on assignment shall present to the Mortgage Bank – in addition to the documents enlisted under the above sentence – a document issued 30 days before at the most, which shall certify that

- a) the domestic business association has been registered by the Court of Registry or it has presented its registration application; for private entrepreneurs: the person has a tax number or he/she has submitted his/her related application to the taxation authority,
- b) for other domestic legal entities: if an official or court registration is needed for its establishment: it has been registered or the related application has been submitted; for foreign legal entities or other organizations having no legal personality: it has been registered or recorded in accordance with the statutory provisions of his own country. Before the application for registration, official or court recording is submitted to the court of registry, authority or court, the Mortgage Bank shall ask for the articles of association (deed of foundation, by-laws) of the legal entity, or other organization without legal personality when it conducts the identification procedure.

6.2 The Mortgage Bank is entitled to consider as persons duly authorized the Client's representatives reported to it or the persons entitled to sign for the Client until it receives a written notification on the withdrawal of or amendment to the right of representation, backed by appropriate documents.

6.3 The Client may consider as the representatives of the Mortgage Bank the persons who are introduced to him as representatives by the leader of the organizational unit performing banking activities.

6.4 The Mortgage Bank shall examine the signatures of the persons representing the Client on the basis of specimen of signature.

6.5.1 The Mortgage Bank shall carefully examine the signatures on the orders of the Client.

6.5.2 If the Mortgage Bank finds that the person adding his/her signature is not entitled to sign for the Client, or if the signature differs from the specimen of signature, the Mortgage Bank shall return the order to the Client without fulfilling it and with giving the reasons.

6.6 The Mortgage Bank shall not be liable for the fulfillment of orders in the case of which the false or forfeited nature of the order could not be established on the basis of the examination conducted with expectable care.

6.7 The Mortgage Bank shall not be liable for damages resulting from the fulfillment, non-fulfillment or delayed fulfillment of the Client's order, that was connected with a legal dispute on the side of the Client in relation to the change in the Client's right of representation.

## II. BANK SECRET

1.1 With the exception of public information available to third persons, the Mortgage Bank shall confidentially handle the facts, data and information it obtained regarding the client (bank secret).

1.2 The information connected with the Client, to be considered as bank secrets, may be disclosed to third persons only in the cases and under the conditions stipulated by the effective version of Act CCXXXVII of 2013 on credit institutions and financial undertakings. In respect of banking secret it is qualified as Client who enters into connection with the Mortgage Bank in order to get financial supplementary financial or investment services from the Mortgage Bank even if that service is not provided.

1.3 The Mortgage Bank's client or his/her legal representative shall authorize the Mortgage Bank in a public document or private document with full probative force – either in a contract or in a specific document – to convey the data – containing bank secrets - necessary for the performance of the activity of a transaction that is not dealt with by or is not dealt with exclusively by the Mortgage Bank to UniCredit Bank Hungary Zrt. The Mortgage Bank shall be liable for having access to such data only by the person who needs to know such for the performance of his/her activities and who is bound by the bank secret as included in a specific document.

1.4 The Mortgage Bank shall inform the Client of data provision required by statutory provisions if this is facilitated by rules of law.

1.5 If the interest of the Mortgage Bank necessitates it for the sale of its outstanding receivables from the Client or for the enforcement of its receivables overdue for payment, the Mortgage Bank will be entitled to disclose the data considered as bank secrets to third persons, as provided for by statutory provisions.

1.6 Pursuant to the provisions of the CCIS Act reference data providers are obliged to join a central credit information system and supply data as stipulated in the CCIS Act.. Furthermore, the Mortgage Bank as Reference Data Provider shall supply the Reference Data handled by it immediately to the financial enterprise managing the CCIS, and shall do so with respect to any modification of Reference Data already supplied Reference data provider: for the purpose of the present General Business Conditions: Mortgage Bank.

1.7 The Mortgage Bank has an obligation to supply information:

1.7.1. For **natural persons** in the following cases:

1.7.1.1. subsequently to signing the Agreement subject to data supply, and the modification of the registered reference data (standard obligation for data supply);

1.7.1.2 with regard to data concerning the amount and currency of the capital debt of the Client, by the fifth banking day of the month following the month under review to the financial enterprise handling CCIS, and

if the Client

1.7.1.3 provides false information when entering into a mortgage loan/credit agreement, or initiating the conclusion of an agreement for undertaking of guarantees or bank guarantees or any other banker's obligations and this may be proved by documents,

1.7.1.4 for the use of counterfeit or forged document final and binding decision of the Court establishes a criminal offense as defined in Art. 274-277 of Act IV of 1978 on the Penal Code or a criminal offense as defined in Art. 342. 343 and 346 of Act C of 2012 on the Penal Code;

1.7.1.5 fails to meet his/her payment obligations provided for under the Agreement subject to data supply, and the amount being unpaid and overdue exceeds the monthly minimum wage applicable at the time of such payment becoming overdue, and such default exceeding the amount of minimum wage lasts more than ninety days in a row. For the same natural person, the breach of agreement has to be considered separately for each legal relationship if several legal relationships exist at the same time,

1.7.1.6 The Mortgage Bank is obliged to supply the data within five days in the cases listed in section 1.7.1.1. and 1.7.1.3 – 1.7.1.5, and the start date of deadline calculation shall be:

the date of signing of the Agreement subject to data supply in the case referred to in section 1.7.1.1.

the expiration of the time set forth in section 1.7.1.5.

the availability of the document proof in the case listed in section 1.7.1.3.

the time of acquiring knowledge of the final court decision in the cases referred to in section 1.7.1.4. .

1.7.2. For **enterprises** in the following cases:

1.7.2.1. subsequently to signing the Agreement subject to data supply, and the modification of the registered reference data (standard obligation for data supply);

1.7.2.2 with regard to data concerning the amount and currency of the capital debt of the Client, by the fifth banking day of the month following the month under review to the financial enterprise handling CCIS, and if the Client

1.7.2.3. fails to perform its payment obligation according to an Agreement subject to data supply and the unpaid and overdue debt exists for a period exceeding thirty days.

1.7.2.4 . The Mortgage Bank is obliged to supply the data within five days in the cases listed in Section 1.7. 2.1. and 1.7. 2. 3. and the start date of deadline calculation shall be

- the date of signing of the Agreement subject to data supply in the case referred to in Section 1.7.2.1.;
- the expiration of the time set forth in Section 1.7.2.3

1.8. The Mortgage Bank's obligation to provide notifications:

In cases outlined in the CCIS Act (excluding the cases stipulated in Section 1.7.1.2. and 1.7.2.2.) the Mortgage Bank shall inform the Client on the handover taking place within a maximum of five banking days of the handover to the financial enterprise handling CCIS.

The Mortgage Bank shall obtain the written consent of the natural person Client regarding his/her details being taken over from the CCIS by a different reference data supplier prior to handing over the reference data to the CCIS. This consent may be provided by the natural person Client at any time during the period the data is registered in the CCIS. The Client's consent is not required for receiving data supplied and managed under Section 1.7.1.3. -1.7.1.5. Should the Client do not give



his/her consent to his/her data being taken over from the CCIS, the CCIS will only contain the following data.

- date and place of the statement,
- identification details of the reference data supplier,
- identification details of the Client;
- a comment containing the refusal of consent.

The natural person Client's written statement giving or refusing consent is applicable to the Client's every Agreement subject to data supply. If the Client changes the contents of the written consent or withdraws or grants his/her consent regarding the Agreement subject to data supply at a later date, in all cases the natural person's latest written statement shall prevail in all his/her Agreements subjects to data supply.

During the preparation of the Agreement subject to data supply, prior to signing the Agreement the Mortgage Bank informs the natural person handling the matter in writing about the prevailing rules regarding CCIS, about the aim of the register, the rights of the person whose data is registered, the fact that data handled by CCIS may only be used for purposes defined by law, about the fact that his/her details will be handed over in circumstances defined in 1.7.1.1. – 1.7.1.2. as well as that they may be handed over in circumstances defined in Section 1.7.1.3. – 1.7.1.5.

In case of data supply under Section 1.7.1.5. 30 days prior to the scheduled data handover the Mortgage Bank shall inform the natural person in writing on the fact that his/her reference details as well as data of the Agreement subject to data supply (reference data set out in Point 1.1. -1.2. of Chapter II of the Annex of CCIS Act). shall be entered into the CCIS if he/she fails to perform his/her obligations under the Agreement . At the time of signing the Agreement the natural person certifies by his/her signature that he/she understands the information received in respect of the above matter.

The Mortgage Bank shall inform the enterprises in writing prior to the signing of the Agreement that in case of Section 1.7.2.3. reference data shall be entered in to the CCIS. This notice must indicate the purpose of data transfer, the scope of data subject supply, and it must state the fact that after entering the data into the CCIS the financial enterprise managing the reference data may pass such reference data to other reference data suppliers for the purposes defined in the CCIS Act.

1.8.1. Data that must be supplied to and registered by Central Credit Information System:

**1.8.1.1. regarding natural persons:**

**Identification data:**

- 1.8.1.1.1 Name
- 1.8.1.1.2 Name at birth
- 1.8.1.1.3 Date and place of birth
- 1.8.1.1.4. Mother's maiden name
- 1.8.1.1.5. ID or passport number or the number of any identification document suitable for certifying personal identity (according to Act LXVI of 1992 on the registration of personal data and addresses of citizens),
- 1.8.1.1.6 Address
- 1.8.1.1.7. Mailing address
- 1.8.1.1.8. Electronic mailing address

**Data of the Agreement subject to data supply:**

- 1.8.1.1.9. the type and identification number of the agreement,
- 1.8.1.1.10 the date of the signing, expiration and termination of the agreement,
- 1.8.1.1.11. the type of client (debtor, co-debtor),

- 1.8.1.1. 12. currency and amount of the agreement
- 1.8.1.1. 13 the amount and the currency of the instalment of the contractual amount,
- 1.8.1.1.14 the method and frequency of the payment of instalments,
- 1.8.1.1.15 the date on which the conditions described in Section 1.7.1.5. subsist,
- 1.8.1.1.16 the amounts overdue and not yet paid when the conditions described in Section 1.7.1.5. subsisted,
- 1.8.1.1. 17 the method and termination date of the overdue and not yet paid debt,
- 1.8.1.1.18 notes regarding transfer of the claims to another reference data supplier, notes referring to any litigation, prepayment,
- 1.8.1.1. 19 fact of prepayment,
- 1.8.1.1. 20. date of prepayment
- 1.8.1.1.21 the prepaid amount and the amount and currency of the outstanding capital debt,
- 1.8.1.1.22 the amount and currency of the outstanding capital debt,

**Other data**

- 1.8.1.1.23 the date and grounds for the rejection of the application
- 1.8.1.1. 24 documents used for evidence
- 1.8.1.1. 25. the number of the final court ruling
- 1.8.1.1. 26 the name of the court acting in the case
- 1.8.1.1.27. the content of the operative part of the ruling

**1.8.1.2 Information that can be registered regarding enterprises:**

**Identification data:**

- company name, name;
- registered seat;
- tax number,
- registration number, number of the private person entrepreneur entrepreneur's ID

**The details of the agreement subject to data supply:**

- the type and identification number of the agreement,
- the date of the signing, expiration and termination of the agreement,
- the method of the termination of the agreement,
- the contractual amount,
- the amount and the currency of the instalment of the contractual amount,
- the method of the payment of instalments,
- the date on which the conditions described in Section 1.7.2.3. subsist,
- the amounts overdue and not yet paid when the conditions described in Section 1.7.2.3. subsisted,
- the due date and amount of the overdue and unpaid debt,
- the method and termination date of the overdue and unpaid debt,
- notes regarding transfer of claims to another reference data supplier, notes referring to any litigation,
- fact of prepayment,
- date of prepayment,
- the prepaid amount,
- the amount and currency of the outstanding capital debt,

**1.9. Request for information by the Client concerning data entered in the Central Credit Information System**

Anyone is entitled to request information of any reference data provider on their data registered in the CCIS and on the reference data provider having supplied those data. Those registered in the

CCIS are entitled to unlimited access to their own data and information regarding who accessed the data, when, and on what grounds; therefore, no costs or other fees may be charged.

The reference data provider shall forward the request of the client for data immediately, but latest within two banking days to the financial enterprise handling CCIS, which shall send the requested data within three days a) enclosed to the reference data provider, or b) at the request of the Client by electronic data supply to the electronic mail address given by the Client. In case of point a) the reference data provider shall send the data immediately, but latest within two banking days as of receipt to the Client enclosed, posted with delivery note.

#### 1.10. Management and deletion of reference data by the CCIS

1.10.1. The financial enterprise managing the CCIS shall delete the reference data handed over under Sections 1.7.1.1. and 1.7.2.1. permanently in an irretrievable manner within one working day of the termination of the agreement. The financial enterprise managing the CCIS manages reference data received under Sections 1.7.1.1. and 1.7. 1. 2. for 5 years from the date indicated in Section 1.10. 5 and then shall delete such data permanently in an irretrievable manner.

1.10.2. Simultaneously with the signing of the Agreements subject to data supply, the Mortgage Bank shall inform in writing the natural person contracting party about the possibility that the financial enterprise managing the CCIS may handle the data following the termination of the agreement at the request of the natural person. At the time of signing the agreement or during the agreement's validity, the registered natural person may request in writing the financial enterprise managing the CCIS, through the reference data supplier, to handle his/her data for up to five years following the termination of the agreement. The consent to data handling after the termination of the agreement may be withdrawn in writing at any time. This is done through the reference data supplier while the agreement is valid and directly through the financial enterprise managing the CCIS after the termination of the agreement.

1.10.3. Prior to signing the agreement subject to data supply, in order to foster informed decision-making, the Mortgage Bank informs the natural person of the data taken over from the CCIS, and the Bank's conclusions based on the data regarding the natural person's creditworthiness, and if necessary, informs the natural person about the risks of taking out loans.

1.10.4. The financial enterprise managing the CCIS handles the reference data for five years from the date determined in CCIS Act (Section 1.10.5.) Following the expiration of five years, or if the natural person withdraws his/her consent for the further handling of the data in accordance with Section 1.10.2., the financial enterprise managing the CCIS deletes the data permanently, in an irretrievable manner.

#### 1.10.5. The start date of calculation of the period

- a) in cases described in Sections 1.7.1.5. and 1.7.2.3., if the debt is still outstanding, the end of the fifth year from the date of the supply is the date of the termination of the debt
- b) the date of supplying data in the cases described in sections 1.7.1.3. and 1.7.1.4,
- c) for enterprises, the date of termination of the contract.

1.10.6. The financial enterprise managing the CCIS shall immediately and definitively delete the reference data if the reference data supplier cannot be determined, or if it learns that the reference data were entered to the CCIS unlawfully.

1.10.7. The financial enterprise managing the CCIS deletes the reference data supplied in accordance with Section 1.7.1.5.. permanently, in an irretrievable manner without delay, one year after the payment of the overdue outstanding debt in the case of the payment of outstanding debts that arose from agreements subject to data supply.

#### 1.11. Legal remedies, objections and recourse to legal action by the Client

The Client may object to the supply of its reference data to the financial enterprise managing the CCIS, or to the manner of handling of such data by the financial enterprise managing the CCIS,

and may request the correction or deletion of the reference data, by submitting such written request to the reference data provider supplying the reference data to the financial enterprise managing the CCIS, or to the financial enterprise managing the CCIS.

The financial enterprise managing the CCIS is bound to send the complaint within two working days of its receipt – while also informing the registered person – to the reference data supplier who supplied the reference data subject to the complaint to the financial enterprise managing the CCIS, except if the reference data supplier was terminated without a legal successor, and the claim resulting from the Agreement subject to data supply has not been transferred to another reference data supplier, or the person of the reference data supplier cannot be determined.

The reference data provider or financial enterprise managing the CCIS is bound to examine the objection within five working days from date of receipt of the objection and inform the Client on the results of the enquiry in a certified letter immediately but not later than two working days from the closing of the enquiry.

If the reference data provider accepts the objection, it shall supply the reference data to be corrected or deleted immediately but within five working days at the latest – by notifying the Client of this fact at the same time – to the financial enterprise managing the CCIS, which shall register such changes immediately, but within two working days as of the closing of the enquiry at the latest.

The financial enterprise managing the CCIS enquires the objection if the reference data provider has ceased to exist without succession and the claim arising from the Agreement subject to data supply has not been transferred to any other reference data provider, or if the identity of the reference data provider cannot be established.

The financial enterprise managing the CCIS shall provide notification on such correction or deletion immediately, but within two working days at the latest to all reference data providers which have received reference data prior to the correction or deletion on the registered entity.

The Client may bring an action against the reference data provider or the financial enterprise managing the CCIS due to the unlawful supply or management of his/her recorded reference data, or the correction or deletion thereof. The statement of claim shall be submitted to or sent by registered post to the competent local court having jurisdiction where the Client is domiciled within thirty days upon receipt of the information on the examination of the objection. If such deadline is missed, the Client's justification for the delay may be accepted.

The Client may also bring an action if the reference data provider or the financial enterprise managing the CCIS fail to meet their notification obligations defined in CCIS Act. In such cases, the timeframe available for submission of the statement of claim shall be calculated from the date of expiration of the deadline set for the notification to be given.

1.12. Provision of data by the Client is voluntary, except in the cases mentioned in this section. In some cases, the information to be provided by the Client is stipulated by law, including the Credit Institutions Act, the AML Act, Act CXX of 2001 (Capital Market Act), the Investment Services Act, and Government and Ministerial decrees issued on the basis of the mandate in these laws.

1.13. Only the Mortgage Bank and the persons to whom the Mortgage Bank legally transmits the data is entitled to handle and process Client's personal data. The Mortgage Bank only processes the personal data provided by the Client until this is required to fulfill its obligations and to exercise its rights stipulated by law. The Client shall – within the limits permitted by the General Data Protection Regulation – have the right to request from the Mortgage Bank information on the processing of his/her personal data furthermore may request the rectification of such data and –

except for data processing stipulated by law – may request of the erasure of personal data or may object to processing his or her data. Mortgage Bank shall respond to the Client's request within one month, in writing. This deadline may be extended by two further months, where necessary, and the Mortgage Bank shall inform the Client of any such extension within one month of receipt of the request, together with the reasons for the delay. The Client may apply to the National Data Protection and Freedom of Information Authority in the case of violation of his/her rights attached to the management of his/her personal data. Mortgage Bank has a data protection officer.

1.14 UniCredit Bank Hungary Zrt. and the financial institution under its control (such as the Mortgage Bank), payment institutions, electronic money institutions, investment firms, insurance companies, AIFMs and UCITS managers controlled by UniCredit Bank Hungary Zrt. shall be allowed to exchange the personal data of clients they process, data classified as bank secrets, securities secrets, payment secrets and insurance secrets, and data classified as business secrets to the extent required in connection with their operations and for the provision of their services, in accordance with the standard contract terms of the data processors participating in such shared data processing, and they shall be permitted to transmit such data directly with a view to allowing access to their individual services, and to process the data thus received during the time period for setting up and during the existence of client relationships.

With regard to the UniCredit Bank Hungary Zrt. and other companies controlled by it, accessing and processing the data referred to above shall be allowed only to companies

a) such that are pursuing activities:

aa) aiming to promote non-cash digital payment services and to provide consumers with such payment methods,

ab) aiming to introduce digital applications to support the management of parties who are not consumers,

ac) working to improve the financial awareness of consumers and to introduce digital financial means to them,

and

b) data processing is performed in the interest of setting up client relations in that context of services.

1.15 The Mortgage Bank shall ensure that the entities to which it supplies data handle such data in compliance with the legislative provisions concerning bank and securities secret as well as with the prevailing legislation on privacy.

1.16 The Client is entitled to give instructions at any time in order not to be directly contacted by the Mortgage Bank for direct marketing purposes. Such instructions may be given in person at any of the branches of UniCredit Bank Hungary Zrt., or in a manner allowing for his/her personal identification – by a letter sent to registered seat of Mortgage Bank.

1.17. Detailed information on data processing, in compliance with the General Data Protection Regulation, related to a contract to be concluded with a natural-person client and to the contractual relationship is contained in Annex 1 that constitutes an inseparable part of this General Terms and Conditions

### **III. RESPONSIBILITY OF THE MORTGAGE BANK**

#### **1. Principles of responsibility**

1.1.1 In the course of its banking activities the Mortgage Bank shall act with due care expected from it, taking into account the Client's interests to the greatest possible extent under the circumstances.

1.1.2 The Client shall immediately take measures for mitigating damages in the way expected from him and inform the Mortgage Bank accordingly.

1.1.3 The Client shall certify his possible damages.

1.2 If the Mortgage Bank is obliged to examine the truth, validity or completeness of the documents taken over or forwarded by it on behalf of the Client and to translate such or it is obliged to interpret them in accordance with the law of any foreign state, it shall bear liability for damages only in case of serious negligence.

## **2. Responsibility for orders forwarded**

2.1 If the nature of the order or the interest of the Client so requires, the Mortgage Bank is entitled to make use of the services of third persons.

2.2 If, when the third person is selected and provided with instructions, the Mortgage Bank acts in accordance with the Client's instruction, it shall not bear any liability in that respect.

## **3. Responsibility for hindering the business process**

The Mortgage Bank shall not be liable for damages caused by Acts of God, revolutions, war events, natural disasters as well as other events beyond the Mortgage Bank's control (e.g. industrial actions, hindering the traffic, official instructions in Hungary or abroad, change in rules of law).

## **IV. RESTRICTIONS CONCERNING THE CLIENT'S RIGHT OF IMPUTATION**

The Client that is not a consumer may offset his own receivables against the receivables of the Mortgage Bank if his receivables have been acknowledged by the Mortgage Bank or if such have been confirmed by a court through a final order.

## **V. OBLIGATIONS OF THE CLIENT**

### **1. Change in name address or the representation right reported to the Mortgage Bank**

1.1 In the interest of proper business activities the Client shall immediately inform the Mortgage Bank of any change in his name or address or the termination or modification of the representation right reported to the Mortgage Bank.

1.2 This obligation of notification shall apply even if the representation right or its termination or modification has been registered in some public register (e.g. company register).

1.3. Mortgage Bank and the Client shall properly cooperate in their contractual relationship and shall inform each other without delay on any and all facts, change of such facts material to the contract. This obligation relates to especially to the change of their names, address, telephone number name of the proxy owner financial or economic status and any and all changes related to their person, legal status. Any damage due to failure of performing this obligation shall be borne by the party that fails to meet its obligation. Mortgage Bank reserves the right to deliver notices to the Client by the post in writing.

### **2. Unambiguous character of orders**

2.1.1 Each order shall be unambiguous.

2.1.2 The Client shall pay attention to the correctness, legibility, completeness and properness of orders with special regard to orders for crediting sums to others' accounts.

2.2 The Mortgage Bank shall fulfill remittance orders to the bank account and bank given by the beneficiary client. 14

2.3 The subject of the order shall be clear in each order. If the order is modified, confirmed or repeated, this fact shall be expressly indicated.

### **3. Specific reference to the urgency of the order**

3.1 The Client shall submit to the Mortgage Bank the orders to be fulfilled at a specific time at a time providing sufficient time for the Mortgage Bank to fulfill the order.

3.2 If the Client considers the fulfillment of some order as especially urgent, he shall send a separate written notification to the Mortgage Bank on this fact.

### **4. Checking of and complaints regarding the sales by the Mortgage Bank**

4.1 The shall immediately revise the correctness and completeness of the statements of account, securities accounts, statements of deposits and yields, other accounts, notifications regarding the fulfillment of orders as well as those of the information (notifications) connected with expectable payments and consignments and shall immediately communicate his possible complaints.

4.2 With the frequency requested by the Mortgage Bank, the Client who is not a consumer shall acknowledge his obligation to the Mortgage Bank, entitled party, through a declaration on acknowledgment of debt. This declaration shall be made by the Client in writing, in a public document or private document of full probative force, as requested by the Mortgage Bank. The Mortgage Bank asks the Client to acknowledge his debts generally in accordance with the schedule of repayments.

### **5. Deadline for lodging in complaints, implicit consent**

5.1.1 The Client has the right to lodge in his complaint regarding the incorrectness or shortcomings of the statement of his closing balance within 10 workdays from the dispatch of the notification by the bank; if he lodges in his complaints in writing, it is sufficient to send it by registered mail within the deadline.

The failure to keep the deadline for lodging in the complaint is to be considered as approval. When the statement of closing balance is sent to the Client, the Mortgage Bank shall call the Client's attention to this fact.

5.1.3 The Client may ask for the correction of his closing balance even after the expiry of the deadline. In such a case, however, he shall prove that the Mortgage Bank unlawfully debited his account or failed to credit receivables due to him.

### **6. Consequences of failing to fulfill an obligation**

6.1 The damages caused by the willful or negligent failure to fulfill an obligation set out in point 4. shall be borne by the Client.

6.2 If also the Mortgage Bank contributed to the damages through its willful conduct, the share of dividing the damages shall be established on the basis of the rules on causing damages jointly.

## VI. GOVERNING LAW, COMPETENT COURT

### 1. Scope of the Hungarian law

The prevailing provisions of the Hungarian law shall be governing for the relationship between the Client and the Mortgage Bank.

### 2. Competent court

In the period of the business connection between the Mortgage Bank and the Client the Parties – unless otherwise provided for by a specific agreement between them – shall acknowledge, considering the rules on competence, the exclusive jurisdiction of the court competent at the headquarters of the Mortgage Bank.

## VII. CREDIT AND LOAN TRANSACTIONS

### 1. General principles

- 1.1 The Mortgage Bank conducts a credit operation on the basis of a credit contract or a specific contract related to the credit transaction. Especially the extension of bank loans and the assumption of bank guarantees and sureties are to be considered as credit operations.
- 1.2 Based on a credit contract the Mortgage Bank shall maintain a credit line for the Client for a certain period and conclude a loan contract or conduct any other credit operation to the debit of said credit line if the conditions stipulated by the credit contract prevail.
- 1.3. Based on the loan contract the Mortgage Bank – within the framework of the credit contract or irrespective of it – accommodates a certain sum to the Client. The Client is obliged to repay the sum of the loan and pay interest and credit fee as well as other costs. Based on an agreement included in the relevant loan contract, the Mortgage Bank keeps the amount of the loan available to the Client against a commission.
- 1.4 The credit contract and the mortgage contract shall be included in a public document. All loans granted by the Mortgage Bank shall be qualified as loans financed from mortgage bonds.
- 1.5 Further general rules on credit operations are included, in addition to the general business conditions, in the special business conditions regarding Credit Transactions.
- 1.6 In respect of the present General Business Conditions and the Special Terms of Business for Loan Transactions

**a residential credit or loan agreement** is a credit or loan agreement, covered with a mortgage lien on real estate, including mortgage established as an independent lien

**a)** where the purpose of the credit is, as specified in a document by the parties to purchase, build, expand, upgrade or refurbish residential property;

**b)** that loan agreement is signed later than January 1, 2014. and the certified purpose is the replacement of the loan indicated in point a) and the amount of replacement loan is exclusively above the amount outstanding under the original loan only by the exchange rate difference of the creditors and the fees connected to the closing of the original loan and the certified fees and charges connected to the disbursement of the new loan.

**residential mortgage loan:**

**a)** a mortgage loan, where the purpose of the credit is, as specified in a document by the parties, to purchase, build, expand, upgrade or refurbish residential property.



- b) a mortgage loan agreement that is signed later than January 1, 2014. and the certified purpose is the replacement of the loan indicated in point a) and the amount of replacement mortgage loan is exclusively above the amount outstanding under the original mortgage loan only by the exchange rate difference of the creditors and the fees connected to the closing of the original mortgage loan and the certified fees and charges connected to the disbursement of the new mortgage loan.
- 1.7. In case of continuous contracts – including the credit and loan contracts - shall furnish the Client at least once a year and within 30 days of ceasing the contract with an unambiguous, easy to understand and full written extract.

For the Client's cost he/she may request a statement for each individual deals preceding not more than five years of such request. Such a statement shall be delivered by the Mortgage Bank in writing to the Client within 90 days of receipt such request.

## **2. Rules on credit and loan transactions**

- 2.1.1 Based on a written credit application the Mortgage Bank shall conclude a credit or loan contract with the Client if the Client demonstrates in his credit application his creditworthiness, the developments in his business position as well as all the facts and circumstances which are necessary for the stipulation of the conditions of the contract; in case of real estate coverage, if the Client delivers the documents necessary for the establishment of the credit guarantee value; if the Mortgage Bank has checked the existence of the coverage, its value and marketability; and if the Mortgage Bank qualified the Client as creditworthy.
- 2.1.2 The Mortgage Bank shall not disregard the examination of the creditworthiness of the Client even in the case of a loan extended under the coverage of a mortgage the amount of which reaches only the fraction of the credit guarantee value of the real estate offered for coverage.
- 2.1.3 Upon the written request of the Client the Mortgage Bank shall inform the Client in writing after the expiry of an appropriate deadline following the submission of the written application that it does not wish to conclude a contract with him. Decision of the Mortgage Bank is not required to be informed unless it relates to support to be made under the Government Decrees No 12/2011; 134/2009; 256/2011, 341/2011 and 57/2012.
- 2.1.4 Extension to a clients' group i.e. to two or more associated clients is to be considered a single risk. This is the case when
- a) one of the clients directly or indirectly controls over the other one(s),
  - b) the clients' connection suggests that if there is a financial problem at one of them, there will be payment difficulties at the other by all probability; such a connection is especially surety, aval, guarantees and other collaterals, unlimited and joint and several responsibility, direct commercial dependence, which cannot be terminated or replaced by another business connection within a short period and close relationship in the case of relatives living in the same household.
- 2.1.5. Unless it is regulated otherwise in the relevant legal regulation Mortgage Bank may stipulate in the contract that the mortgage loan cannot be repaid prior to maturity. In the case of residential mortgage loans, the Client (and in case of important legal interest the surety and the mortgagee ) has the right to make an early repayment or final redemption on any payment deadline date. The intention of early repayment shall be announced to Mortgage Bank by the Client/Surety/Mortgagee in writing, at least 15 days prior to the payment deadline date selected for the purpose.

In accordance with the law on mortgage loan companies and mortgage securities, in the case of a premature redemption of mortgage loans, i.e. a full or partial repayment prior to the maturities fixed in the contract, Mortgage Bank is entitled, unless specified otherwise in the law, to validate its lost profit and, in the case of consumer contracts concluded after 3 May 2009, its costs relating to the repayment prior to maturity.

2.1.6 The contracts concluded with the Client shall unambiguously contain the conditions and circumstances under which the interests, fees and other liabilities to be paid by the Client may unilaterally be amended by the Mortgage Bank.

In case of a consumer only the interest rate, interest rate margin, charge or fee stipulated in the credit agreement may be changed unfavorably to the consumer provided further that Act No. CLII on the loans to consumers allows it and the parties expressly agrees on that in the agreement.

2.1.7 After the Mortgage Bank has made sure of the existence of all the conditions for extension (with special regard to the inclusion of the credit contract and the mortgage contract in a public document), the loan shall be disbursed on the basis of the written drawdown of the Client (or person with proven representation right), which shall include the date, amount and method of the loan payment to be effected by the Mortgage Bank. Payment method: remittance to the bank account given by the Client. The drawdown applications shall be submitted to the Mortgage Bank at least three banking days before the required date.

2.1.8 During the term of the credit or loan the Mortgage Bank has the right to continuously check – even through exterior persons including the property auditor of the Mortgage Bank – whether the Client fulfills the conditions stipulated in the contract. The checking may be conducted through the request of data, information and reports or through control on the spot as well. In the course of the latter the Client shall make his business books, files and contracts available to the Mortgage Bank. If, in the course of the checking, an exterior expert has to be employed, the Mortgage Bank will be entitled to charge the related costs to the Client.

#### 2.1.9 Reasons for termination

The Mortgage Bank has the right to refuse to fulfill all of his obligations resulting from any contract related to a credit or loan transaction and to terminate the credit line included in or loan extended through such a contract even with immediate effect in the following cases in addition to the cases provided for by the contracts:

- If the loan cannot be utilized for the target defined in the contract;
- If the Client utilized the loan for a purpose other than the one stipulated in the contract;
- If the condition of the security of the non-consumer loan considerably deteriorated or its value significantly reduced and, despite the call by the Mortgage Bank, the Client failed to supplement it (if the condition of the pledged property considerably deteriorates or its credit guarantee value significantly reduces for reasons for which the owner is to blame, the Mortgage Bank will exercise its right to terminate the mortgage credit with immediate effect – if the debtor fails to restore the original condition within the deadline stipulated by the Mortgage Bank or if he failed to provide further guarantee – only in the amount for which the reduced value of the pledged property does not provide the contractual coverage any more) if the repayment of the credit is jeopardized by the deterioration of the Client's pecuniary position or by its conduct aimed at withdrawing the coverage;
- In case of a non-consumer loan the Client is not creditworthy anymore;
- In case of a non-consumer loan, when the loan amount is established, the Client communicates false facts, conceals data or misleads the Mortgage Bank in any other way;
- If the Client hinders the checking of the loan security or that of the target of the loan, including the failure to provide data and with the exception of consumer loans make declarations (e.g. acknowledgement of debt) assumed in the contract or stipulated by the present General Business Conditions, the special business conditions regarding credit transaction or rules of law;
- In case of a non-consumer loan, in respect of other creditors, the Client assumes an obligation or provides a guarantee which jeopardizes the repayments to the Mortgage Bank unless the guarantee is extended in an equal and proportionate way to the benefit of the Mortgage Bank, too;
- In case of a non-consumer loan the Client seriously breaches the contract in any other way.

2.1.10. In the case of currency-based housing loans under Hpt., the calculation of

- the loan, at the time of the disbursement;
- the redemption instalment becoming due monthly or at other regular intervals specified in the contract, as well as
- in the case of partial or full premature redemption, the outstanding debt and any costs, fees or commissions established in a foreign currency

takes place, to determine the amount in forints, at the medium exchange rate of UniCredit Bank Hungary Zrt. applicable to private clients, in effect at the date specified under item 2.1.11.

- 2.1.11. For the determination of the amount in forints under item 2.1.10,
- a) for the disbursement of the Loan, the exchange rate in effect on the day of the disbursement,
  - b) in the case of Instalments, the day of its debiting,
  - c) in the case of partial or full early redemption, the exchange rate quoted for the day of the debit,
  - d) in the case of handling fees, the exchange rate quoted for the day of the debit

shall be used.

- 2.1.12. Terms included in items 2.1.10-2.1.11 are not applicable where payment takes place in a foreign currency.

### **3. Bank guarantee**

3.1.1 Against a guarantee fee and based on a specific guarantee order the Mortgage Bank may assume, as an independent liability, a bank guarantee for the Client and for the fulfillment by the Client under the conditions defined in the guarantee declaration. The bank guarantee shall be assumed only if a real estate security is stipulated.

3.1.2 The bank guarantee assumed by the Mortgage Bank will be valid only for a definite period of time and may be subjected to certain conditions – especially to the presentation of documents – or may be unconditional.

3.1.3 The Client shall reimburse to the Bank the amounts paid on the basis of the bank guarantee. This obligation of the Client is to be fulfilled immediately. If it is fulfilled with a delay, the Mortgage Bank shall charge a default interest.

3.1.4 The Mortgage Bank shall accept an order for the assuming of a bank guarantee only if the order exactly, unambiguously and specifically includes all the cases of the obligation to be assumed by the Mortgage Bank as well as the scope of said obligation. First of all it is to be defined that the payment obligation of the Mortgage Bank shall apply only to the reimbursement of actual damages or to the payment of the full counter-value. Furthermore it is to be indicated what documents are to be presented for the payment and what is the deadline of payment and whether or not the documents presented as a condition for payment are to be returned.

3.1.5 The receivables under the bank guaranteed may be assigned only with the prior written consent of the Mortgage Bank.

3.1.6 Unless otherwise provided for by other provisions, the possible earlier expiry of the basic transaction shall not influence the expiry or the due date of the bank guarantee.

## **VIII. COLLATERALS**

### **1. Providing and supplementing collaterals**

- 1.1 The Mortgage Bank may, at any time, ask the non-consumer Client to provide collaterals or supplement existing collaterals to the extent the Mortgage Bank considers as made necessary by existing or future bank receivables, even if the obligations of the Client are subjected to conditions or deadlines.
- 1.2 If, when its receivables from the Client were generated, the Mortgage Bank partly or entirely disregarded the presentation or completion of collaterals, it may claim it at any time during the term of the business connection except from consumers.
- 1.3 The Mortgage Bank shall set a reasonable deadline for the presentation or completion of collaterals.

## **2. Collaterals acceptable to the Mortgage Bank**

- 2.1 The Mortgage Bank shall not extend mortgage credits or assume other bank obligations without mortgages on real estates on the territory of Hungary (with the exception of extending loans the repayment of which is guaranteed by the state). In addition to the mortgage on the real estate, the Mortgage Bank defines the type and extent of the collaterals claimed from the Client, on the basis of the credit rating of the Client. As to other guarantees, the bank guarantee, bank surety and the bail bond are to be emphasized.
- 2.2 In respect of the real estate serving as coverage, the Mortgage Bank may stipulate a prohibition of selling and encumbering to guarantee its mortgage.
- 2.3 The Mortgage Bank shall establish the credit guarantee value of the real estate offered for coverage on the basis of statutory provisions as well as the rules on the establishment of the credit guarantee value, issued by the Supervisory Authority.

## **3. Prompt collection**

The Debtor obliges himself to guarantee the collection of the receivables of the Mortgage Bank through presenting a letter of authorization in respect of his account with UniCredit Bank Hungary Zrt. or any other credit institution. The Debtor obliges himself to report to the present and future credit institution authorization right of the Mortgage Bank to conduct prompt collection. The Debtor may withdraw the letter of authorization only if he has fulfilled his obligation and the Mortgage Bank has agreed to said withdrawal. The letter of authorization shall include that the Debtor may withdraw his authorization only with the consent of the Mortgage Bank.

## **IX. COSTS OF BANKING SERVICES**

### **1. Interests and fees**

- 1.1 The Client shall pay interests, commission and fees (hereinafter jointly referred to as counter value) for the services of the Mortgage Bank.
- 1.2 Unless otherwise agreed upon by the Parties, the counter value of each deal shall be included in the List of Conditions of the Mortgage Bank.
- 1.3 The Mortgage Bank is entitled to unilaterally change the counter values in the List of Conditions for the future (within the framework of the applicable laws), of which it shall inform the Clients through announcements.

### **1.4. Unilateral change in the loan contract by the Mortgage Bank**

- 1.4.1 Change in the loan contract by the Mortgage Bank, unilaterally, if this is not disadvantageous for the Debtor**

The Mortgage Bank reserves the right to change the interest rate, fee, cost, the extent of the interest allowance or any other contractual term unilaterally (in the case it is allowed by the laws), if this is not disadvantageous for the Debtor.

#### **1.4.2 Rules for a unilateral change of the loan agreement by the Mortgage Bank, in the case of loan transactions concluded with a consumer if this is disadvantageous for the Debtor**

The Mortgage Bank reserves the right to unilaterally modify the loan contract under the terms set out in this point and its subpoints even if this is disadvantageous for the Debtor.

In case of consumer loan contract the Mortgage Bank is entitled to change the loan contract unilaterally and in disadvantageous way to the Client only in respect of the interest, costs and fees under the terms specified in this point. Other terms of the loan contract – including even the provision allowing the unilateral change – may not be changed if it is disadvantageous to the Client.

In the case the reasons for the amendment of the interest rate fee and charge stipulated in the consumer loan agreement allows the reduction of such interest rate fee and charge the Mortgage Bank is contractually bound to reduce them in favor of the Client.

#### **1.4.3. Rules for a unilateral change by the Mortgage Bank of the non-subsidized loan agreement, if this is disadvantageous for the Debtor as of February 2, 2015.**

Based on the provision of Act No. LXVII of 2014 those loans that are the scope of this Act and Act No. XL of 2014 (Settlement Act) interest rate shall be amended by the virtue of the law under the provisions of Act No LXXVII of 2014. In case of FX and FX- based loans as of February 1, 2015, in case of HUF loans as of June 30 2015 (turnover dates) Following the change each client shall be disclosed in writing on the new interest rate and the amended terms of the loan agreement (such disclosure letter shall be sent together with the settlement made under the settlement act).

The following rules shall apply to any unilateral change disadvantageous to the Client after the above changes

- following the turnover date the tenure of interest periods of the loan – in case of interest rate connected to Reference Rate the interest margin rate periods – shall be
  - a) 5 years in the case the remaining tenure of the loan calculated as of the turnover date exceeds 16 years;
  - b) 4 years in the case the remaining tenure of the loan calculated as of the turnover date exceeds 9 years but less than 16 years;
  - c) 3 years in the case the remaining tenure of the loan calculated as of the turnover date exceeds 3 years but less than 9 years.

With the exception of FX loans converted to HUF under section 10 of the Act No LXXVII of 2014 where the interest rate is compulsorily connected to Reference Rate (3M BUBOR) the terms of the interest and the way of interest payment will remain the same.

#### **A. Loans where the interest is tied to reference rate or loans changed this way**

Reference rate stipulated in the Loan Contract as well as the rate of the interest shall be automatically amended from time to time corresponding to the tenure of the Reference Rate set out in the loan contract in a way that the Reference rate shall be the rate quoted 2 banking business day prior to the last banking business day of the month immediately preceding the month of the turnover date.

Clients shall be informed on the change of the Reference Interest rate on its website.

The above change of the reference interest rate and the corresponding change of the applicable interest rate shall not constitute an unilateral change of interest by the Mortgage Bank.

Reference rate ( type and tenure) approved by the National Bank of Hungary and published on its website may be applicable in the loan contract and that ca not be modified during the term of the loan.

The Rate of the margin is fixed (unchanged) during the whole term of the loan contract and Mortgage Bank is not entitled to change it.

First interest rate period following the turnover date fixed in the Act No. LXVII of 2014 may be longer than the term of the reference interest rate.

**B Loans not converted to HUF, loans with and interest period (not tied to a reference interest rate) including the HUF loans with the exception of subsidized mortgage loans**

Interest rate for the first time may be amended to the detriment of the Client from the start of the second interest rate period following the turnover date.

In case of these loans interest is fixed for the interest rate period set out in the loan contract, but may be changed by interest periods.

Interest rate periods are fixed in the loan contract but may not be less than 3 years however the last interest period may be less than 3 years due to the expiry of the loan. In the case the remaining tenure of the loan is 3 years or less than 3 years the interest rate cannot be changed by the Mortgage Bank.

When the remaining tenure of the non-subsidized HUF loan calculating from the turnover date is more than 3 years the loan contract shall be supplemented by the following interest change ratios and with the rules of their application and the implementation of the rules for future unilateral change.

Mortgage Bank shall use the indicator approved by the National Bank of Hungary and published on its website as an interest rate change indicator for the HUF loans where the interest is changing by interest rate periods.

“(H1K) the change of the government bond 5 years reference yield (ÁKK) multiplied by 1.25”

The indicator uses the percentage of the change of the 5 years government bond reference yield between two interest Periods as a base. This change of Interest expressed in percentages projected on the base – the 5 years government bond reference yield published by the Government Debt Management Agency on the first working day of 2015 – will result in the ratio expressed in basis points. Thus the Interest of the Loan will be changed in line with the change of the government yield expressed in percentages.

Formula:

$$\text{Index}_t = \text{ákk}_t \times 1.25$$

$$\text{Index}_{t+1} = \text{Index}_t \times (\text{ÁKK}_{t+1} / \text{ÁKK}_t)$$

The amount of the change of Interest:  $\text{H1K} = \text{Index}_{t+1} - \text{Index}_t$

where t represents the Interest Period, only 6 Interest Periods are possible (5 changes of interest). The initial value of Index<sub>t</sub> (H1K) the 5 years government bond reference yield published by the Government Debt Management Agency on the first working day of 2015 multiplied by 1.25.

ákk<sub>1,2,3...5</sub> the monthly average of the 5 years government bond reference yield published by the Government Debt Management Agency in the last month before the month of the 120th day before the effective day of the Interest Period.

The yields of mortgage bonds securing mortgage loans move along with the government bond yields. Mortgage bonds are typically have a term between 3 to seven years and their yields dependably fluctuating in a narrow range around 125% of the government bond yields of the same term.

The interest modification indicator that is to be considered as part of the loan contract shall not be amended by the Mortgage Bank during the term of the loan contract.

If the Interest modification indicator or the Reference Rate becomes unsuitable for the performance of its function due to a material change in the circumstances that determine the development thereof, the National Bank of Hungary shall delete it from its website and shall simultaneously designate the Interest modification indicator or Reference Rate to replace the same. This new Interest modification indicator or Reference Rate will substitute the above mentioned Interest modification indicator or Reference Rate even in case of existing Loans

In case of FX loans not converted to HUF or exempted from conversion if the remaining tenure of such loans exceeds 3 years calculating from the turnover date the contracts shall be supplemented with the following indicator.

**"D0K: Fixed Interest Rate"**

The value of the interest modification rate is a fixed zero during the Interest Periods during the term of the Credit Agreement, thus the Interest will remain changeless, fixed.

The interest modification indicator that is to be considered as part of the loan contract shall not be amended by the Mortgage Bank during the term of the loan contract.

If the Interest modification indicator or the Reference Rate becomes unsuitable for the performance of its function due to a material change in the circumstances that determine the development thereof, the National Bank of Hungary shall delete it from its website and shall simultaneously designate the Interest modification indicator or Reference Rate to replace the same. This new Interest modification indicator or Reference Rate will substitute the above mentioned Interest modification indicator or Reference Rate even in case of existing Loans

The Mortgage Bank is entitled to amend the Interest Rate in every Interest Period, but only five times during the Term of the Loan. The amendment of the Interest rate shall be the following: the rate of Interest applicable during the new Interest Period shall be established with regard to the Interest modification indicator as on the 120<sup>th</sup> day before the end of the previous Interest Period. The amount of such Interest shall not exceed the amount calculated with the use of this Interest modification indicator.

If the Mortgage Bank applied a more favorable Interest rate for the Interest Period than that permitted by the applicable Interest modification indicator, the Mortgage Bank may, in subsequent Interest Periods, offset the discount granted in respect of the rate of the Interest against the rate of Interest to be reduced up to the extent thereof

**C/ Loans with fixed interest**

In case of such loans the rate of the interest remains the same during the whole term of the loan contract, Mortgage Bank is not entitled to change the interest rate.

Should the original term of the loan is exceeded by the parties, they will agree on the rate of interest applicable to the term of the loan calculating from the original expiry date.

**D/ Special rules applicable to the subsidized loans**

During the term of the state support for the interest the Interest of the Loan is variable. The amount of the Interest shall be automatically adjusted in each interest period in line with the modification of the Government Bond Yield/Reference Yield set out in the loan agreement. In the first interest period the interest set out in the contract shall be applied. For the following interest periods – during the term of the state support – the interest shall be established based on the Government Bond Yield/Reference Yield effective on the effective day of the interest period by the Mortgage Bank.

The Mortgage Bank considers the Government Bond Yield/Reference Yield published in the last calendar month before the calendar month of the effective date of the interest period as the Government Bond Yield/Reference Yield effective on the effective day of the interest period.

The amount of the Interest (remuneration) established from time to time shall not exceed the amount defined as the amount of the maximum applicable transaction interest (remuneration) by the relevant statutory instrument for the state support for the interest in question at that time minus the difference of the maximum transaction interest applicable at the conclusion of the loan agreement and the interest set out in the loan agreement.

The adjustment of the Interest at the effective dates of interest periods as above shall not be considered as a unilateral amendment by the Mortgage Bank.

Apart from the above during the term of the state support for the interest of the Loan the Mortgage Bank shall not be entitled to any other unilateral amendment of the Interest.

After the term of the state support for the interest of the loan is over the following shall be applied:

- if the interest is tied to a Reference Interest Rate in the loan agreement Section A shall be applied to the interest of the Loan and the amendment of the Interest,
- if the interest of the loan is stipulated as a Variable Credit Interest (not tied to a Reference Rate) altered

in Interest Periods in the loan agreement Section B shall be applied to the interest of the Loan and the amendment of the Interest.

#### **1.4.4. Unilateral amendment of the costs and fees established in the loan agreement/credit agreement to the Customer's detriment**

Costs, fees commission established in the loan contracts shall remain the part of such contracts however for the future amendments are subject to the following rules and the date of first amendment shall not be earlier than April 1, 2016.

The Mortgage Bank is entitled to amend the cost established specifically in the credit agreement – arising during the conclusion, amendment and communication with the Client, in favor of the Client, in connection with a third party's service, a way that permits the shifting thereof onto the consumer – amendment to the Client's detriment only proportionally with the increase of that cost, at the time the cost has arisen.

The Mortgage Bank shall amend the fees established specifically in the credit agreement in connection with the conclusion and amendment of the contract and the costs of the administrative operation of the Mortgage Bank to the Client's detriment once a year as of 1st April. The increase shall not exceed the Customer price index of the previous year published by the Hungarian Central Statistical Office. The fees determined as a percentage rate may not be amended unilaterally.

**In case of loan agreements with state support** rules of unilateral changes shall be replaced by the following rules as of July 1, 2015.

In case of such Loan Agreements the maximum amount of the Interest (remuneration) from time to time shall not exceed the highest possible applicable transaction interest (remuneration) for the state support for the interest of loan in question at that time minus the difference between the maximum applicable transaction interest (remuneration) on 31st December 2014 and the effective transaction interest on 31st December 2014 according to the loan agreement in question.

The Mortgage Bank is not entitled to change unilaterally to the Client's detriment the interest, cost and fees and other conditions of a nonsubsidized loan contracts concluded prior to May 1, 2004.



#### **1.4.5. Informing the Customer on the unilateral amendment of interests, fees and costs, the right of termination of the Customer**

In case of the unilateral amendment of the Interest established in the credit agreement the Mortgage Bank shall inform the Client at least 90 days before the end of the Interest Period on the rate of the Interest to be applied in the new Interest Period, the amount of the Repayments to be expected after the amendment, and if the number of Repayments or the frequency of Repayments will be changed of this fact.

In case of the unilateral amendment of the cost or fee established in the credit agreement the Mortgage Bank shall inform the Customer at least 30 days before the amendment comes into effect on the amendment, the new amount of the cost or fee, the amount of the Repayments to be expected after the amendment, and if the number of Repayments or the frequency of Repayments will be changed of this fact.

The above information shall be sent to the Clients on paper via post and as an Announcement displayed on the Mortgage Bank's website. In case of subsidized loan during the term of receiving the state subsidy amendment/change in the interest rate fee or cost – contrary to the above – shall be disclosed by the Mortgage Bank 15 days prior to the coming into effect of the change on its website in an Announcement. After the expiry of the state subsidy the unilateral change of interest fee or cost shall be governed the above rules.

In case of loans with state subsidy the Mortgage Bank shall disclose the change of interest fee or cost on its website at least 15 days prior to the entering into force of the change.

The unilateral amendment of Interest to the Client's detriment in line with the above the Client shall be entitled to terminate the loan agreement without any costs or fees. The Client shall serve his/her termination notice upon the creditor 60 days prior to the end of the Interest Period, and its validity shall be subject to the repayment of the Client's outstanding debt towards the Mortgage Bank on the last day of the Interest Period, at the latest. If Client does not pay his/her debt until the aforementioned deadline the termination becomes ineffective and the loan agreement shall remain in force and effect with the amended contents stipulated by the credit agreement with the interest established for the new Interest Period.

**1.4.6.** The amendments set out in this Section 1.4.2. and 1.4.3. and 1.4.5. shall form part of the agreements existing at the time of the effective date without any further legal act on the part of the parties according to Section 33 Subsection 2 Act CLXII of 2009 on Credit Provided for Consumers (Fhtv.) and Section 3 Subsection 1 of the Fttv.

- 1.5 In case of Mortgage Loan Agreements if the Client is at least 90 days late with the performance of its obligations on basis of its agreement, the Debtor may once in the course of the Term of the Loan Agreement initiate in writing the extension of the Term of the Loan Agreement by maximally five years, which request may not be refused by the Mortgage Bank, except in case of a profound reason.
- 1.6 The Mortgage Bank shall not be entitled to charge any fee, commission or cost for the extension of the term if the extension is made in line with Section 1.5..
- 1.7 The Mortgage Bank shall unilaterally establish the counter value of the services that do not figure in the List of Conditions but are fulfilled by the Mortgage Bank upon the order or the Client or in the presumable interests of the Client, and the fulfillment of which can be expected only against remuneration.
- 1.8 The Mortgage Bank shall charge the interest stipulated in the loan contract on the loan. The interest charged on the loan amount may be fix or variable, as agreed upon by the contracting parties. The amount of the interest shall be established on the basis of the formula under point 1.10.2.
- 1.9 If the method of interest calculation is otherwise established by the Special Business Conditions to be applied for certain transactions, the interest calculation included in the Special Business

Conditions shall apply to the transaction concerned unless otherwise provided for by the contract. The banking holiday is to be considered as an interest bearing day in respect of interest bearing.

1.10 If the Client fulfills his payment obligations with a delay, he shall pay a default interest. Unless otherwise agreed upon, the default interest defined in rules of law shall be due to the Mortgage Bank. If a consumer customer fulfills his obligation with a delay the applicable rate of the default interest may not be higher than 150% of the contractual interest rate+ 3% p.a. and shall not be higher than the maximum rate of APR as set out in the legal regulation (in case of mortgage loans base rate of the National Bank of Hungary + 24% p.a.

1.11 Unless otherwise provided for by the contract, the counter value shall be paid by the last day of each calendar day or immediately when the account is closed because of the termination of the contract.

1.12. The Mortgage Bank may charge an availability fee for holding the credit or loan available. This commission shall fall due subsequently, on the last day of the month and if it is a holiday, on the following workday. If availability is terminated in the middle of the month, this day shall be considered as the deadline of payment.

1.10.1 The Client shall bear the all the commission and costs of other parties the Mortgage Bank employed for the rendering of the service (mail costs, cable, telex, phone, photocopy costs, fees and other costs).

1.10.2 The interest to be paid on the loan extended by the Mortgage Bank and the fees and commissions subject to time shall be calculated on the basis of the following formula:

$$\text{capital amount} \times \text{interest rate (fee, commission) in \%} \times \text{number of calendar days} \\ 36.000$$

1.10.3 The Mortgage Bank shall disclose the interests, fees and commissions charged by it in an announcement.

1.11 In the case of loans to be repaid on an annuity basis the Mortgage Bank shall apply the following formula:

*parameters:*

PV: credit amount

k: annual interest rate p.a. (%)

t: number of the payment periods in one year

i: interest rate of the payment period

PMT: capital repayment amount in the payment periods

n: number of the payment periods

*formula:*

$$PMT = \frac{PV * i}{1 - \frac{1}{(1+i)^n}} \quad \text{where } i = \frac{k}{t * 100}$$

1.12 The full credit fee indicator (hereinafter referred to as: APR) is the proportion of all fees of the credit compared to amount of the credit expressed in percentage rate in annum. The total cost of the credit to the Debtor means all the costs, which the consumer is required to pay in connection with the credit agreement and which shall be taken into account when calculating the to a separate regulation. In case the Mortgage Bank makes a loan to a Client for that the calculation of the APR is compulsory than the Mortgage Bank shall use the following methodology.

**Determination costs taken into and leaving out of consideration when calculating the APR and the method of APR calculation**

Determination of APR is made under the actual conditions and based on the effective legal regulations. If the conditions change the rate may also change.

Costs considered in the calculation of APR in consequence of the Government Decree No. 83/2010. (III.25.) on the definition, calculation and publication of the annual percentage rate (hereinafter: APR Regulation)

- 1.12.1. The costs to be considered in the calculation of APR are all the costs, including interest, commissions, taxes and any other kind of fees which the Debtor is required to pay in connection with the credit agreement, and costs in respect of ancillary services relating to the credit agreement which are known to the Mortgage Bank, in addition, the conclusion of a service contract is compulsory in order to obtain the credit or to obtain it on the terms and conditions marketed, especially:
- a) costs of real estate appraisal in connection with the collateral offered to the Mortgage Bank by the consumer;
  - b) costs of onsite inspection of real estate developments,
  - c) costs of maintaining an account and the costs of using a means of payment and other costs relating to payment transactions except for the cases set forth in section 1.12..2.f.
  - d) fee to be paid to the credit intermediary,
  - e) costs of real estate registration procedure
  - f) costs of insurance and guarantee, except the asset insurance in case of mortgage loan
  - g) the fee of registration to the collateral register as stipulated by 5:112 § of the Civil Code;
- If the number of the onsite inspections cannot be determined in advance, the fee of two inspections shall be taken into consideration.

- 1.12.2. Costs not to be considered during the calculation of APR in consequence of the APR Regulation:
- a) cost of prolongation,
  - b) late charges,
  - c) any other payment obligations deriving from the non-fulfilment of contractual obligations,
  - d) notarial costs,
  - e) charges other than the purchase price which, for purchases of goods or services, the Client is obliged to pay in case of commercial loans or linked credit agreements, whether the transaction is effected in cash or on credit,
  - f) costs of maintaining an account and of using a means of payment, and other costs relating to payment transactions if the opening of the account is optional and the costs of the account have been clearly and separately shown in the credit agreement or in any other agreement concluded with the Customer.

The Loan Agreement shall contain further costs occurring after the disbursement of the Loan and not to be considered during the calculation of APR.

Formula using for APR calculation:

The below form shall be used for APR calculation

$$\sum_{k=1}^m C_k (1 + X)^{-t_k} = \sum_{l=1}^{m'} D_l (1 + X)^{-s_l}$$

Where

C<sub>k</sub> : is the amount of the drawdown k, reduced by costs to be paid in connection with the loan until the first drawdown,

D<sub>l</sub> : is the amount of the first repayment or payment of charges,

m : is the number of drawdowns,  
m' : is the number of the last repayment or payment of charges,  
t k : is the interval, expressed in years and fractions of years, between the date of the first drawdown and the date of each subsequent drawdown, thus  $t_1 = 0$ ,  
s l : is the interval, expressed in years and fractions of years, between the date of the first drawdown and the date of each repayment or payment of charges,  
X : is the APR.

1.12.3. Special rules of APR calculation for credits on currency basis and provided in foreign currency. For credits with a foreign currency basis, if both drawdown and repayment takes place in Hungarian Forints, the Mortgage Bank, when using the formula specified under section 1.12.3., shall regard payments made by the Client and by the Mortgage Bank as payments made in Hungarian Forints, – as regards credit instalment taking into account the drawdown rate applied by the Mortgage Bank for the specific transaction, and as regards repayment and payment of charges the repayment rate – with the following rates:

a) the foreign currency rate laid down in the agreement, defined not earlier than 30 days preceding the conclusion of the agreement

b) the currency rate applied in the commercial communication of the Mortgage Bank, which is the valid exchange rate of the first working day of the month prior to the current quarter

For credits with a foreign currency basis, if the drawdown or repayment takes place in foreign currency, the Mortgage Bank, when using the formula specified under section 1.12.3., payments made in foreign currency have to be considered as payments made in Hungarian Forints in the agreement considering the official middle rate as quoted by the Hungarian National Bank in the agreement not earlier than 30 days in advance, in commercial communication valid on the first working day of the month prior to the current quarter.

In the case of foreign currency credits the HUF costs have to be considered upon calculating the APR in the currency of the credit considering the exchange rate  $e$  used by the Mortgage Bank for payment of charges in the specific transaction in the agreement defined not earlier than 30 days in advance, in commercial communication valid on the first working day of the month prior to the given quarter.

In case of foreign currency credits and credits with a foreign currency basis, the Mortgage Bank shall include in the agreement if the calculation of the APR was based on HUF payments or payments made in the currency of the loan, and the valid date of the exchange rate considered when converting the payments to another currency.

The value of the APR does not reflect the exchange risk of the Loan/Credit.

1.12.4 Special rules of APR calculation for loans with floating interest rates:

The value of the APR does not reflect the interest risk of the Loan.

1.12.5 Current value of the APR, restrictions, other provisions:

The APR for all products specified in the statutory provisions is contained in the currently valid Announcement of the Mortgage Bank.

The APR of a specific loan/credit transaction is always included the loan/ credit agreement. At the time of conclusion of the given Loan/Credit Agreement the APR of the loan/credit transaction must satisfy the provisions of section Hpt. 265. pertaining to the restriction of the APR.

Should the APR of the loan/credit transaction the Customer applied for – due to change of any factor included in the calculation of the APR – change in such a way, that at time of conclusion of the Loan Agreement it should fail to satisfy the above binding statutory regulations, the Bank shall be entitled to refuse the conclusion of the Loan/Credit Agreement.

## **2. Costs**

Furthermore, the Client is to bear all expenditures incurred and falling due during the term of the business relationship, with special regard to the costs of possible official procedures, the costs of parties employed, the costs of legal and other experts, phone, fax, telex and other mail costs.

## **X. RIGHT OF TERMINATION OF THE MORTGAGE BANK**

### **1. Ordinary termination**

The Mortgage Bank may terminate the contracts concluded for indefinite periods at any time with the observation of the notice period or with a 15-day-notice period if no different one is stipulated.

### **2. Extraordinary termination**

2.1 The Mortgage Bank is entitled to terminate the entire business relationship or certain business connections with immediate effect for grounded reasons on the basis of which the bank cannot be expected to maintain the business relationship even if the lawful interests of the Client are taken into account.

2.2 The reasons for extraordinary termination are especially the following

the Client had given false data on his pecuniary position and such data played a significant role when the Mortgage Bank decided to disburse the credit or when it made a decision on other issues implying risks for it,  
the pecuniary position of the Client has significantly deteriorated or such a deterioration can be expected, jeopardizing the fulfillment of his obligations to the Mortgage Bank.

2.3 Furthermore, the Mortgage Bank may terminate the contract with immediate effect if the Client fails to fulfill his obligation to provide or supplement collaterals within the reasonable deadline, or it may terminate the contract with immediate effect in other cases provided for by rules of law

2.4. Prior to the Mortgage Bank's notice of termination a notice of payment shall be sent to the consumer, surety and the mortgagor not qualifying as personal debtor in which notice the Mortgage Bank shall draw the attention of the above persons to the amount of the total outstanding loan the amount of the overdue debt, the applicable interest rate, additional interest rate burden in the case of failrule to make payment and the legal consequences of such failrule.

The Mortgage Bank shall deliver the notice of termination to the consumer, the surety and the mortgagor who is not a debtor or surety, the burden of proof of that lies on the Mortgage Bank.

Prior to the delivery of the notice of termination simultaneously with the a.m. notice of payment (indicating the data as listed above) the Mortgage Bank shall furnish the Consumer with a document evidencing - for each calendar year but if the consumer requires for monthly basis - the performed installments, the repaid capital amount, the paid interest, default interest and other charges plus the capitalized interest and the outstanding loan amount as of the date of signing the agreement.

2.5. In case of housing mortgage loans – as long as legal regulations provides so – as of the 90<sup>th</sup> day from the termination Mortgage Bank may apply a default interest rate not exceeding the aggregate rate of the interest, fees and charges.

Housing mortgage loans terminated prior to November 27, 2010, the above restricted interest rate has been applicable from February 25, 2011.

## **XI. OUTSOURCED ACTIVITIES, AGENCY AGREEMENT**

1.1. The archiving and filing activities are performed by Iron Mountain Magyarország Kft. (headquarters: 1093 Budapest, Czuczor u. 10.) on the basis of the contract for service dated 1st August 2010.

1.2. activities outsourced to UniCredit Bank Hungary Zrt. are, on the basis of the framework agreement for services, as follows:

- a) Banking operation (logistics service);
- b) Human policy;
- c) Data security
- d) Planning and Controlling;
- e) Risk controlling;
- f) Organization
- g) Legal –and Compliance;
- h) Settlement of money and capital markets accounts;
- i) Market risk management;
- j) Accounting
- k) Support to the Business administration;
- l) Anti-fraud activity;

1.3. Outsourced activities to **UniCredit Business Integrated Solutions Società Consortile Per Azioni („UBIS”)** IT development and IT services

**1.4. outsourced a ctivity until December 31, 2017. to Merill Germany Gmbh: cloud basis data room service.**

1.5. In accordance with the Agency Agreement approved by the Hungarian Financial Supervisory Authority with its resolution No. E-I-257/2009, UniCredit Bank Hungary Zrt. shall provide the Mortgage Bank with comprehensive agency services.

1.6. If the Mortgage Bank uses the services of a data processor to perform its data controller's activities, then such data processor shall control personal data on behalf of the Mortgage Bank. The data processor and any person acting under the authority of the Mortgage Bank or of the processor, who has access to personal data, shall not process those data except on instructions from the Mortgage Bank, unless required to do so by Union or Member State law.

1.7. The Mortgage Bank shall use only processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the statutory requirements and ensure the protection of the rights of the data subject.

1.8. The processor shall not engage another processor without prior specific or general written authorisation of the Mortgage Bank.

1.9. The Mortgage Bank shall be liable for any damages caused to a data subject as a result of unlawful processing or by any breach of data security requirements, and, provided that the infringement has been established with legally binding effect, it shall pay compensation for damages (liability and/or restitution). The Mortgage Bank shall also be liable for damage caused by the data processor whose services it is using. The Mortgage Bank shall also bear liability for damages caused by a controller that is in a joint controller relationship with the Mortgage Bank, in which case liability for damages caused may be shared between the Bank and the joint controller as regulated by the contract they have concluded.

## **XII. COMPLAINT MANAGEMENT**

### **1. Complaint management pertinent to natural persons**

1.1 For the purpose of this Section XII. 1. natural persons (including their proxies) establishing a business connection with the Mortgage Bank without concluding a contract with the Mortgage Bank for the provision of financial or supplementary financial services shall be considered as Clients.

1.1.1 Clients may file complaints in person or in writing at any of the branches in the network of UniCredit Bank Hungary Zrt., as well as by mail, addressed to the headquarters of the Mortgage Bank (1054 Budapest, Szabadság tér 5-6.) via email at [panasz@unicreditgroup.hu](mailto:panasz@unicreditgroup.hu) or over the phone by dialing the PhoneBank of UniCredit Bank Hungary Zrt. at 06 40 50 40 50 or by sending a fax to 06 1 374 7838. 24

1.1.2 The legal representative acting on behalf of the Client shall attach the authorization given by the Client.

1.1.3 Complaints filed in person shall be immediately examined and, whenever possible, redressed by the Mortgage Bank. Should the Client disagree with such immediate action or if immediate action is not possible, the Mortgage Bank shall inform the Client about the data identifying the Complaint and draw up a record of the Complaint. A copy of the record shall be given to the Client. Based on the record, the Mortgage Bank shall proceed in accordance with regulations on written complaints as stipulated within this General Business Conditions.

1.1.4 Complaints filed over the phone, as well as all related communication between the Client and the Mortgage Bank, shall be recorded. The Mortgage Bank is required to keep all recordings for one year, during the period of which replay of these recordings and free access to the certified record of these recordings shall be provided at any time at the Client's request. As regards complaints filed over the phone, if immediate action is not possible or if the client disagrees with such immediate action, the Mortgage Bank shall inform the Client about the data identifying the Complaint and prepare a minutes of the Complaint and send its copy, simultaneously with the Mortgage Bank's answer as set out in 1.1.6. accordingly to the Client.

1.1.5. The Mortgage Bank shall immediately investigate the Client's written Complaint and inform the Client of the results of the all-inclusive investigation of the Complaint its standpoint actions regarding the Complaint together with a short explanation in writing by sending such response within 30 days upon the filing of the written complaint to the address specified by the Client.

1.1.6 The Client, in case he disagrees with the results of the Mortgage Bank's examination regarding his complaint, shall be eligible to seek other forms of legal remedy. Complaints or requests for legal remedy - while taking into consideration the subject and the jurisdiction of the authorities listed below – may be submitted to the following organizations:

- a) Consumer Protection Center of the National Bank of Hungary /Magyar Nemzeti Bank Fogyasztóvédelmi központja/ (1013 Budapest, Krisztina krt. 39., mailing address: 1534 Budapest BKKP, Pf. 777. Telephone: +36-40-203776)
- b) The Hungarian Competition Authority/Gazdasági Versenyhivatal/ (1054 Budapest, Alkotmány u. 5., mailing address: 1245 Budapest, Pf.: 1036. Telephone: (1) 472 8900)
- c) Financial Conciliation Board /Pénzügyi Békéltető Testület/ (1013 Budapest, Krisztina krt. 39., mailing address: H- 1525 Budapest BKKP Pf.: 172, tel.:+36-40-203776 ) e-mail:pbt@mnbb.hu
- d) Claims may also be enforced by means of legal action within the scopes of civil law.

If the Complaint is rejected by the Mortgage Bank – depending on if according to the standpoint of the Bank the Complaint lodged was aimed to investigate the violation of the consumer protection provisions set out in Act CLVIII of 2010 on the Hungarian Financial Supervisory Authority, or settle legal disputes pertaining to contract conclusion, validity, legal impacts and termination, or to contract violation and the legal impacts thereof - the Bank shall inform the Client if he/she may seek legal remedy through the organization listed in a), c), or d) above.

The Mortgage Bank informs the Customer that he/she shall accept the procedure and, in the absence of an agreement, the decision made in the framework of this procedure at the Financial Conciliation Board, if the value of the transaction involved in the dispute is not more than 3 million forints and the amount demanded by the Customer is not more than 1 million forints.

## 2. Complaint management regulations pertinent to entities other than natural persons

2.1. For the purpose of this Section XII. 2. the following shall be considered as Clients: legal entities or other organization or authority (including their proxies) who/which establish business connections with the Mortgage Bank without concluding a contract with the Mortgage Bank for the provision of financial or supplementary financial services.

2.2 Clients may file complaints in person or in writing at any of the branches in the network of UniCredit Bank Hungary Zrt., as well as by mail, addressed to the headquarters of the Mortgage Bank (1054 Budapest, Szabadság tér 5-6.) via email at [panasz@unicreditgroup.hu](mailto:panasz@unicreditgroup.hu), over the phone by dialing the PhoneBank of UniCredit Bank Hungary Zrt. at 06 40 50 40 50, or by sending a fax to 06 1 374 7838. Complaints filed in person shall be examined and, whenever possible, redressed by the Mortgage Bank. Should the Client disagree with such immediate action or if immediate action is not possible, the Mortgage Bank shall inform the Client about the data identifying the Complaint . and draw up a record of the Complaint. A copy of the record should be given to the Client. Based on the record, the Mortgage Bank shall proceed in accordance with regulations on written complaints as stipulated within these General Business Conditions. Should the Client disagree with the immediate action or if immediate action is not possible, complaints may be filed in writing as well

2.3 Complaints filed over the phone, as well as all related communication between the Client and the Mortgage Bank, shall be recorded. The Mortgage Bank is required to keep all recordings for one year, during the period of which replay of these recordings and free access to the certified record of these recordings shall be provided at any time upon Client request. As regards complaints filed over the phone, if immediate action is not possible or in case the client disagrees with such immediate action, the Mortgage Bank shall inform the Client about the data identifying the Complaint and draw up a record of the Complaint the copy of which, simultaneously with the Bank's reply given to the complaint as defined in 2.5, shall be sent to the Client.

2.4 The legal representative acting on behalf of the Client shall attach the authorisation given by the Client.

2.5 The Mortgage Bank - taking into account all relevant circumstances - shall investigate the Client's written complaint immediately, and inform the Client on the results of the all-inclusive investigation of the Complaint, its standpoint and actions regarding the Complaint together with a short explanation in writing from the receipt of the written complaint within 30 days upon receipt, to the address specified by the Client. .

Should the Client not agree with the result of the investigation of his/her Complaint lodged, the Client may also assert his/her claim through civil law actions.

## **XIII. SCOPE OF THE GENERAL BUSINESS CONDITIONS**

The present wording of the General Business Conditions consolidated with amendments shall come into force on 25th May 2018 and remain in force for an indefinite period of time. Point 1.4. of Chapter XI. of this General Terms of Business shall be automatically repealed and by the end of the respective outsourcing numbering of Point 1.5. in Chapter XI. shall be again 1.4.

Amendments made to this General Terms of Business as of February 2, 2015. was made in order to comply with regulations of Act CLXII of 2009 on the loans made to consumers effective as of February 1, 2015.

The provision of this General Terms of Business shall apply to the all existing consumers loans made between May 1, 2004 and February 1, 2015. However the start date and the notice of the application



as well as the amendments to the mortgage loan agreements concerned shall be stipulated in an Act.

## Annex

### Data controlling guidelines

#### I. Data controlling guidelines

##### *Definitions*

**'processing'**: any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

**data transfer**: ensuring access to the data for a predetermined third party.

**data processing**: performing technical tasks in connection with data processing operations, irrespective of the method and means used for executing the operations, as well as the place of execution, provided that the technical task is performed on the data.

**data subject**: any natural person directly or indirectly identified or identifiable by reference to specific personal data.

**sensitive data**: personal data revealing racial or ethnic origin, political opinion, religion or beliefs, trade union membership, as well as genetic data, biometric data used for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation

**profiling**: means any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements

**personal data**: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or

more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Data controller** The data controller is UniCredit Jelzálogbank Zrt. (registered seat: 1054 Budapest, Szabadság tér 5-6., website: [www.jelzalogbank.hu](http://www.jelzalogbank.hu) (hereinafter: Mortgage Bank).

**Purpose of processing** The purpose of data processing is the particular reason for which the collection, processing and controlling personal data is necessary. The purposes of the data processing cases implemented by the Mortgage Bank are set out in section II of this Annex.

**Processed personal data** The personal data processed by the Mortgage Bank are set out in section II of this Annex.

**Legal basis for processing** The Mortgage Bank processes personal data only if data processing has a legal basis, that is, if

- a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes,
- b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract,
- c) processing is necessary for compliance with a legal obligation to which the Mortgage Bank is subject,
- d) processing is necessary in order to protect the vital interests of the data subject or of another natural person,
- e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Mortgage Bank,
- f) processing is necessary for the purposes of the legitimate interests pursued by the Mortgage Bank or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

The legal bases for the data processing cases implemented by the Mortgage Bank are set out in section II of this Annex.

**Duration of data processing** The Mortgage Bank processes personal data only for the period needed for achieving the purpose of processing, taking into account the statutory requirements regarding duration of processing.  
The duration of the data processing cases implemented by the Mortgage Bank is specified in section II of this Annex.

**Processing of personal data for other purposes** Where the Mortgage Bank intends to process the data subject's personal data for a purpose other than that for which they were collected – unless such purpose derives from a statutory provision – the Mortgage Bank

- a) shall ascertain whether processing for another purpose is compatible with the purpose for which the personal data are initially collected,
- b) and shall provide the data subject prior to that further processing with information on that other purpose and with any relevant further information.

**Rights of the data subject** The Mortgage Bank shall ensure enforcement of the following rights granted to data subjects, also cooperating with the data subjects in exercising their rights:

- a) **right to information:**  
the Mortgage Bank shall – in line with the principle of fair and transparent data processing – provide the data subject, in compliance with the statutory regulations, with the information stipulated by law,
- b) **right of access:**

the data subject shall have the right to obtain from the Mortgage Bank confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data and the information specified by law. The Mortgage Bank shall provide the data subject with a copy of the personal data undergoing processing. For any further copies requested by the data subject, the Mortgage Bank may charge a reasonable fee based on administrative costs. Where the data subject makes the request by electronic means, and unless otherwise requested by the data subject, the information shall be provided in a commonly used electronic form,

**c) right to withdraw a consent:**

if the legal basis for data processing is the data subject's consent, then data subject shall have the right to withdraw his or her consent at any time, although the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. After the consent has been withdrawn, the Mortgage Bank may still process personal data in order to fulfill its legal obligations or to enforce its legitimate interests, provided that the interest enforcement is commensurate with the restriction on the right to personal data protection.

**d) right to rectification:**

the data subject shall have the right to obtain from the Mortgage Bank without undue delay the rectification of inaccurate personal data concerning him or her, and to have incomplete personal data completed,

**e) right to erasure:**

the data subject shall have the right to obtain from the Mortgage Bank the erasure of personal data concerning him or her without undue delay, which request may only be rejected in the cases stipulated by law, particularly if data processing is required for compliance with a legal obligation in Union or Member State law to which the Mortgage Bank is subject, or if this is necessary for the establishment, exercise or defence of legal claims. If the data processing is stipulated by law, the Mortgage Bank may not erase the data subject's data.

**f) right to be forgotten:**

this right requires that, where the Mortgage Bank has made the personal data public and is obliged, pursuant to the right to erasure, to erase the personal data, then the Mortgage Bank, taking account of available technology and the cost of implementation, shall take reasonable steps (including technical measures) to inform controllers which are processing the personal data that the data subject has requested the erasure by such controllers of any links to, or copy or replication of, those personal data.

**g) right to restriction:**

the data subject shall have the right to obtain from the Mortgage Bank restriction of processing, if

- the accuracy of the personal data is contested by the data subject (for a period enabling the Mortgage Bank to verify the accuracy of the personal data),
- the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead,
- the Mortgage Bank no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims, or
- the data subject objects to the processing, exercising his or her right to object (pending the verification

whether the legitimate grounds of the Mortgage Bank override those of the data subject),

**h) right to information on recipients who are notified of the rectification or erasure of personal data or restriction of processing:**

the Mortgage Bank shall communicate any rectification or erasure of personal data or restriction of processing carried out at the data subject's request to each recipient to whom the personal data have been disclosed, unless this proves impossible or involves disproportionate effort. The Mortgage Bank shall inform the data subject about those recipients if the data subject requests it.

**i) right to data portability:**

if the legal basis for data processing is the data subject's consent or the performance of the contract, and processing is carried out by automated means, the data subject shall have the right to

- receive the personal data concerning him or her, which he or she has provided to the Mortgage Bank, in a structured, commonly used and machine-readable format,
- and have the right to transmit those data to another controller without hindrance from the Mortgage Bank,
- and, if technically feasible, they may request that their personal data be transferred directly between data controllers,

**j) right to object:**

The data subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data necessary in the Mortgage Bank's or a third party's legitimate interest, or for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Mortgage Bank, including profiling. The Mortgage Bank shall no longer process the personal data unless the Mortgage Bank demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims. If the Mortgage Bank processes personal data for direct marketing purposes (including profiling), then, in case of the data subject's objection, the personal data may no longer be processed for such purposes. The Mortgage Bank agrees that the data subject shall have the right to object to his or her personal data for direct marketing purposes, at any time and free of charge,

**k) the data subject's right not to be subject to a decision based solely on automated processing:**

the data subject shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her. This right shall not be granted to the data subject if the decision:

- is authorised by Union or Member State law to which the Mortgage Bank is subject and which also lays down suitable measures to safeguard the data subject's rights and freedoms and legitimate interests,
- is necessary for entering into, or performance of, a contract between the data subject and the Mortgage Bank,
- is based on the data subject's explicit consent.

In the latter two cases the Mortgage Bank shall grant the data subject the right to obtain human intervention on the part of the Mortgage Bank, to express his or her point of view and to contest the decision

**l) rights related to audio recordings:**

the data subject may request that the audio-recorded phone conversation be replayed or a copy of it be provided to him or her, or, if the object of the conversation is a complaint, the issue of a certified report on the audio-recording.

**m) restriction or prohibition of data transfers within the bank group:**

the data subject may, by means of an explicit statement, at any time restrict or prohibit data transfer within the bank group (under Section 164/B of the Credit Institutions Act)

**n) right to judicial remedy:**

if the data subject considers that his or her personal data is controlled in breach of the statutory requirements, he or she may file a complaint with a data protection supervisory authority or seek effective judicial remedy. The data subject has the opportunity to contact the data protection officer of UniCredit Bank Hungary Zrt. who performs the duties of the data protection officer in the Mortgage Bank before submitting the complaint or referring the matter to the court, and to inform him or her of the problem regarding the Mortgage Bank's data processing.

***Method of submitting the data subject's requests***

The data subject may submit his or her requests related to processing

- by post, to the UniCredit Jelzálogbank Zrt. 1054 Budapest Szabadság tér 5-6. address,
- electronically, to the panasz@unicreditgroup.hu e-mail address,
- by phone, on the +36(1/20/30/70) 325-3200 telephone number,
- personally, at the UniCredit Bank Hungary Zrt's branch offices

***Handling of the data subject's requests***

The Mortgage Bank shall inform the data subject of the action taken in response to his or her request within one month of receipt of the request submitted by the data subject. This deadline may be extended by two further months. The Mortgage Bank shall inform the data subject of any such deadline extension within one month of receipt of the request, together with the reasons for the delay.

Where the data subject makes the request by electronic form means, the information shall be provided by electronic means where possible, unless otherwise requested by the data subject.

If the Mortgage Bank does not take action on the request of the data subject, the Mortgage Bank shall inform the data subject without delay and at the latest within one month of receipt of the request of the reasons for not taking action and on the possibility of lodging a complaint with a supervisory authority and seeking a judicial remedy.

***Automated decision-making, profiling***

The Mortgage Bank may use automated data processing to assess creditworthiness against pre-defined criteria. In this case, prior to the conclusion of a loan (credit) contract, the Mortgage Bank will use the personal data of the data subject in an automated decision-making process (including profiling), in a simplified, scoring-based rating (evaluation) system.

In relation to this, the data subject may

- a) request human intervention,
- b) express his or her point of view,
- c) challenge the decision.

***Parties entitled to access data***

The employees and agents of the Mortgage Bank and of any other data controllers and data processors may access data to the extent required for the performance of the functions within their job responsibilities.

***Recipients of the personal data***

Recipients of the personal data are the data controller's agents and data processors. The parties involved in transferring personal data are listed in Chapter XI. of this General Terms of Business.. UniCredit Bank Hungary Zrt.

provides the Mortgage Bank with comprehensive data processing under the outsourcing or agency agreement. concluded for indefinite period of time.

**Data processors**

In relation to data processing, the Mortgage Bank may use the services of a data processor. In this case the data processor performs processing on the Mortgage Bank's behalf.

The Mortgage Bank shall use only data processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the statutory requirements and ensure the protection of the rights of the data subject.

The processor shall not engage another processor without prior specific or general written authorisation of the Mortgage Bank.

The data processor listed in section Chapter XI. of the General Terms of Business.

The latest list of the data processors and the tasks performed by them will later be available on the [www.jelzalogbank.hu](http://www.jelzalogbank.hu) website.

**Data transfer within the bank group: (Section 164/B of the Hpt.)**

UniCredit Bank Hungary Zrt and the financial institutions (especially the Mortgage Bank), payment institutions, electronic money institutions, investment firms, insurance companies, AIFMs and UCITS managers they control shall be allowed to exchange the personal data of clients they process, data classified as bank secrets, securities secrets, payment secrets and insurance secrets, and data classified as business secrets to the extent required in connection with their operations and for the provision of their services, in accordance with the standard contract terms of the data processors participating in such shared data processing, and they shall be permitted to transmit such data directly with a view to allowing access to their individual services, and to process the data thus received during the time period for setting up and during the existence of client relationships.

With regard to the UniCredit Bank Hungary Zrt. and other companies controlled by it, accessing and processing the data referred to above shall be allowed only to companies

a) such that are pursuing activities:

aa) aiming to promote non-cash digital payment services and to provide consumers with such payment methods,

ab) aiming to introduce digital applications to support the management of parties who are not consumers,

ac) working to improve the financial awareness of consumers and to introduce digital financial means to them,

and

b) data processing is performed in the interest of setting up client relations in that context of services.

The current list of companies controlled by the UniCredit Bank Hungary Zrt. is as follows:

- UniCredit Jelzálogbank Zrt.
- UniCredit Leasing Hungary Zrt.

The client may, based on an express declaration, at any time restrict or prohibit the data transfer described above. Such declaration can be made

- by post, to the UniCredit Bank Hungary Zrt. 1054 Budapest, Szabadság tér 5-6 address,
- by post, to the UniCredit Jelzálogbank Zrt. 1054 Budapest, Szabadság tér 5-6 address,
- electronically, to the [info@unicreditgroup.hu](mailto:info@unicreditgroup.hu) e-mail address,
- by phone, on the +36(1/20/30/70) 325-3200 telephone number,
- personally, at the UniCredit Bank Hungary Zrt's branch offices.

<b>Data protection</b>	<p>The Mortgage Bank protects the controlled personal data by means of technical and organisational measures against unauthorised access, alteration, transfer, public disclosure, deletion or destruction, as well as damage and accidental loss, and ensures that the stored data cannot be corrupted and rendered inaccessible due to any changes in or modification of the applied technique.</p> <p>For the protection of data sets stored in its different electronic filing systems, the Mortgage Bank will introduce suitable technical solutions to prevent, unless this is permitted by law, the interconnection of data stored in these filing systems and the identification of the data subjects.</p>
<b>Liability, restitution</b>	<p>The Mortgage Bank shall be liable for any damages caused to a data subject as a result of unlawful processing or by any breach of data security requirements, and, provided that the infringement has been recognised or established with legally binding effect, it shall pay compensation for damages. In the event of violation of the data subject's personality rights, the data subject may claim restitution (Section 2:52 of the Civil Code). The Mortgage Bank shall also be liable for damage caused by the data processor whose services it is using. The Mortgage Bank shall also bear liability for damages caused by a controller that is in a joint controller relationship with the Mortgage Bank.</p> <p>The Mortgage Bank shall be exempt from liability if it proves that it is not in any way responsible for the event giving rise to the damage.</p>
<b>Possibility for seeking judicial remedy or lodging a complaint</b>	<p>Regarding lawfulness of data processing, the data subject can initiate a procedure with the National Authority For Data Protection and Freedom of Information (1125 Budapest, Szilágyi Erzsébet fasor 22/c., postal address: 1534 Budapest, Pf.: 843, website: <a href="http://www.naih.hu">www.naih.hu</a>, tel.: +36 (1) 391-1400, fax: +36 (1) 391-1410, central e-mail: <a href="mailto:ugyfelszolgalat@naih.hu">ugyfelszolgalat@naih.hu</a>) or he/she may take the matter to the court competent in the region where the Mortgage Bank's head office or his or her (permanent or temporary) residence is located.</p> <p>We recommend that you contact data protection officer of Mortgage Bank before turning to the National Authority for Data Protection and Freedom of Information or to the court.</p>
<b>Contact details of the data protection officer</b>	<p>Contact details of the data protection officer of the Mortgage Bank:</p> <ul style="list-style-type: none"> <li>- by post, to the UniCredit Jelzálogbank Zrt. 1054 Budapest, Szabadság tér 5-6 address,</li> <li>- electronically, to the <a href="mailto:adatvedelmitisztviselo@unicreditgroup.hu">adatvedelmitisztviselo@unicreditgroup.hu</a> e-mail address,</li> </ul>

## II. Purposes of processing, legal bases, processed personal data, duration of data processing

Data processing cases

1. provision of mortgage loan
2. provision of loan with state guarantee without establishing mortgage
3. receiving repayable funds from the public, in excess of equity
4. Provision of sureties and bank guarantees, or the assumption of other bankers' obligations.
5. Customer relations, arrangements for events, ongoing efforts to maintain data accuracy, complaints management, receivables management, other operational customer services
6. Performance of the Agreement between the Government of Hungary and the Government of the United States of America to Improve International Tax Compliance and to Implement the FATCA
7. Audio-recordings produced in the Mortgage Bank's call center and other similar customer service / relevant sales areas operating on similar principles

8. Performing of the recommendation No. 1/2016. (III.11.) of the National Bank of Hungary in respect of the restructuring of overdue mortgage loans
9. Monitoring, for property protection and security purposes, of entry to and exit from specific buildings and premises used by the Mortgage Bank
- 10.. Production and retention of video recordings made, for the protection of confidential securities and business information, security, and the protection of human life and physical integrity, of natural persons intending to enter, for specific purposes, to the Mortgage Bank's seat and establishments and other buildings used by the Bank as private areas open to the public

## Abbreviations

Taxation Act: Act CL of 2017 on Tax Administration Procedure

Investment Services Act: CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing Their Activities

GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

FATCA Act: Act XIX of 2014 on the promulgation of the Agreement between the Government of Hungary and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA and on the amendment of other related acts

Credit Institutions Act: Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises, CCIS Act: Act CXXII of 2011 on the Central Credit Information System

Act on Personal Data: Act LXVI of 1992 on the Registration of the Personal Data and Address of Citizens  
AML Act: Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing

Personal Income Tax Act: Act CXVII of 1995 on Personal Income Tax

Accounting Act: Act C of 2000 on Accounting

Security and Investigators Act: Act CXXXIII of 2005 on Security Services and the Activities of Private Investigators



Purpose of processing	Legal basis for processing	Processed personal data	Duration of data processing (erasure of data)
<b>1. Provision of mortgage loans</b>			
1. risk assessment related to the evaluation of credit and loan applications	the Mortgage Bank's legitimate interest	name, signature, name at birth, mother's birth name, place and date of birth, nationality, address of residence, ownership of residence, mailing address, personal identification number, sex, marital status, legal status for currency purposes, politically exposed person status, fact of legal capacity, number of personal identity card (passport), number of other identification appropriate for identifying a person under the Act on Personal Data, in the absence of an address of residence the address of temporary residence; highest level of schooling, employer (including the place of work where different), position, income and method of payment (e.g. wire transfer), any garnishments (including reasons and amounts); sector of employment, (previous) employment relationship (including the beginning and end of the period of notice), term and type of entrepreneurship, participation in any undertaking from which income is derived, date of occupation of current residence; number of persons in the household, number of children under 14 in the household; net monthly income of partner or spouse, unconfirmed net monthly income, monthly spending, other (securities, cash, deposits), income and other details of the household (such as incapacity for work); names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process and collateral provider, if a natural person, and those of other natural persons involved in the credit assessment, monthly net income of any joint and several guarantors living in the same household; type of mobile phone (such as pre- or postpaid, company or private), data on the customer's rating for work-out purposes	in the case of loss of purpose/interest or successful objection, or a failed contract conclusion, the time that the claim related to the failed contract conclusion becomes enforceable
2. risk assessment related to the evaluation of credit and loan applications	consent	in case of application / contracting with biometric signature, the biometric data made available to theMortgage Bank with the signature on the sign pad	in the case of loss of purpose or withdrawal of consent, or a failed contract conclusion, the time that the claim related to the failed contract conclusion becomes enforceable
3. conclusion or performance of credit or loan contract	performance of contract	name, signature, name at birth, mother's birth name, place and date of birth, nationality, address of residence, ownership of residence, mailing address, the personal identification number, sex, marital status, legal status for currency purposes, fact of legal capacity, number of personal identity card (passport), number of other identification appropriate for identifying a person under the Act on Personal Data, in the absence of an address of residence the address of temporary residence; names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process and collateral provider and other natural persons involved in the credit assessment	the contract's limitation period
4. conclusion or performance of credit or loan contract	consent	in case of application / contracting with biometric signature, the biometric data made available to theMortgage Bank with the signature on the sign pad	withdrawal of consent / contract limitation period
5. conclusion or performance of credit or loan contract	the Bank's legitimate interest	highest level of schooling, employer (including the place of work where different), position, income and method of payment (e.g. wire transfer), any garnishments (including reasons and amounts); sector of employment, (previous) employment relationship (including the beginning and end of the period of notice), term and type of entrepreneurship, participation in any undertaking from which income is derived, date of occupation of current residence; number of persons in the household, number of children under 14 in the household; net monthly income of partner or spouse, unconfirmed net monthly income, monthly spending, other (securities, cash, deposits), income	loss of purpose/interest, or successful objection

and other details of the household (such as incapacity for work); monthly net income of any joint and several guarantors living in the same household; type of mobile phone (such as pre- or postpaid, company or private), data on the customer's rating for work-out purposes

6.	conclusion or performance of credit or loan contract	statutory obligation (Taxation Act, Personal Income Tax Act)	Tax ID number	contract limitation period / until the expiry of the right to tax determination
7.	identification of customer in relation to a credit or loan agreement	statutory obligation (AML Act)	family name and first name, family name and first name of birth, nationality, place and date of birth, mother's birth name, address of residence, or (in the absence of such) temporary residence, type and number of identification document, politically exposed person status	8 years from the termination of the business relationship or the execution of the transaction order
8.	identification of beneficial owner in relation to a credit or loan agreement	statutory obligation (AML Act)	family name and first name, family name and first name of birth, nationality, place and date of birth, address of residence, or (in the absence of such) temporary residence, politically exposed person status	8 years from the termination of the business relationship or the execution of the transaction order
9.	providing for a more robust assessment of creditworthiness, and supporting the fulfilment of the conditions for responsible lending and reducing the credit risk, as well as the security of debtors and reference data providers through the Central Credit Information System	statutory obligation (CCIS Act)	name, name at birth, place and date of birth, mother's birth name, number of personal identity card (passport), or the number of any other document suitable for verifying identity under the Act on Personal Data, address of residence, mailing address, e-mail address, contract data defined in the CCIS	the term specified in the CCIS Act (10 years in case of termination of contractual relationship or failed repayment, or, if the debt has been settled, 1 year following settlement, or 5 years, in case of fraud)
10.	in the context of the preliminary risk assessment required for the conclusion of the contract, the receipt of the data specified in the CCIS Act from the financial firm managing the CCIS.	consent (As per the CCIS Act)	name, name at birth, place and date of birth, mother's birth name, number of personal identity card (passport), or the number of any other document suitable for verifying identity under the Act on Personal Data, address of residence, mailing address, e-mail address, contract data defined in the CCIS	withdrawal of consent or termination of the contractual relationship
11.	verifying the authenticity and appropriateness of the personal data provided through the	consent	name, address of residence, mother's name, number of identification document, photograph, signature	withdrawal of consent / contract limitation period

GIRinfO system

12.	fulfilment of the obligation to retain accounting documents	statutory obligation (Accounting Act)	data in the accounting document	8 years
13.	non-postal liaison	consent	e-mail address, phone number	withdrawal of consent / contract limitation period

## 2. Provision of loans with state guarantee and without establishing mortgage right

1	risk assessment related to the evaluation of credit and loan applications	the Mortgage Bank's legitimate interest	name, signature, name at birth, mother's birth name, place and date of birth, nationality, address of residence, ownership of residence, mailing address, personal identification number, sex, marital status, legal status for currency purposes, politically exposed person status, fact of legal capacity, number of personal identity card (passport), number of other identification appropriate for identifying a person under the Act on Personal Data, in the absence of an address of residence the address of temporary residence; highest level of schooling, employer (including the place of work where different), position, income and method of payment (e.g. wire transfer), any garnishments (including reasons and amounts); sector of employment, (previous) employment relationship (including the beginning and end of the period of notice), term and type of entrepreneurship, participation in any undertaking from which income is derived, date of occupation of current residence; number of persons in the household, number of children under 14 in the household; net monthly income of partner or spouse, unconfirmed net monthly income, monthly spending, other (securities, cash, deposits), income and other details of the household (such as incapacity for work); names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process and collateral provider, if a natural person, and those of other natural persons involved in the credit assessment, monthly net income of any joint and several guarantors living in the same household; type of mobile phone (such as pre- or postpaid, company or private), data on the customer's rating for work-out purposes	in the case of loss of purpose/interest or successful objection, or a failed contract conclusion, the time that the claim related to the failed contract conclusion becomes enforceable
2	risk assessment related to the evaluation of credit and loan applications	consent	in case of application / contracting with biometric signature, the biometric data made available to the Mortgage Bank with the signature on the sign pad	in the case of loss of purpose or withdrawal of consent, or a failed contract conclusion, the time that the claim related to the failed contract conclusion becomes enforceable the contract's limitation period
3.	conclusion or performance of credit or loan contract	performance of contract	name, signature, name at birth, mother's birth name, place and date of birth, nationality, address of residence, ownership of residence, mailing address, the personal identification number, sex, marital status, legal status for currency purposes, fact of legal capacity, number of personal identity card (passport), number of other identification appropriate for identifying a person under the Act on Personal Data, in the absence of an address of residence the address of temporary residence; names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process and collateral provider and other natural persons involved in the credit assessment	
4.	conclusion or performance	consent	in case of application / contracting with biometric signature, the biometric data made available to the Mortgage Bank with the signature on the sign pad	withdrawal of consent / contract limitation period

	of credit or loan contract			
5.	conclusion or performance of credit or loan contract	the Bank's legitimate interest	highest level of schooling, employer (including the place of work where different), position, income and method of payment (e.g. wire transfer), any garnishments (including reasons and amounts); sector of employment, (previous) employment relationship (including the beginning and end of the period of notice), term and type of entrepreneurship, participation in any undertaking from which income is derived, date of occupation of current residence; number of persons in the household, number of children under 14 in the household; net monthly income of partner or spouse, unconfirmed net monthly income, monthly spending, other (securities, cash, deposits), income and other details of the household (such as incapacity for work); monthly net income of any joint and several guarantors living in the same household; type of mobile phone (such as pre- or postpaid, company or private), data on the customer's rating for work-out purposes	loss of purpose/interest, or successful objection
6.	conclusion or performance of credit or loan contract	statutory obligation (Taxation Act, Personal Income Tax Act)	Tax ID number	contract limitation period / until the expiry of the right to tax determination
7.	identification of customer in relation to a credit or loan agreement	statutory obligation (AML Act)	family name and first name, family name and first name of birth, nationality, place and date of birth, mother's birth name, address of residence, or (in the absence of such) temporary residence, type and number of identification document, politically exposed person status	8 years from the termination of the business relationship or the execution of the transaction order
8.	identification of beneficial owner in relation to a credit or loan agreement	statutory obligation (AML Act)	family name and first name, family name and first name of birth, nationality, place and date of birth, address of residence, or (in the absence of such) temporary residence, politically exposed person status	8 years from the termination of the business relationship or the execution of the transaction order
9.	providing for a more robust assessment of creditworthiness, and supporting the fulfilment of the conditions for responsible lending and reducing the credit risk, as well as the security of debtors and reference data providers through the Central Credit Information System	statutory obligation (CCIS Act)	name, name at birth, place and date of birth, mother's birth name, number of personal identity card (passport), or the number of any other document suitable for verifying identity under the Act on Personal Data, address of residence, mailing address, e-mail address, contract data defined in the CCIS	the term specified in the CCIS Act (10 years in case of termination of contractual relationship or failed repayment, or, if the debt has been settled, 1 year following settlement, or 5 years, in case of fraud)
10.	in the context of the preliminary risk assessment required for the conclusion of the contract, the receipt of the data specified in the CCIS Act from the	consent (As per the CCIS Act)	name, name at birth, place and date of birth, mother's birth name, number of personal identity card (passport), or the number of any other document suitable for verifying identity under the Act on Personal Data, address of residence, mailing address, e-mail address, contract data defined in the CCIS	withdrawal of consent or termination of the contractual relationship

financial firm managing the CCIS.

- |     |   |                                       |   |  |
|-----|---|---------------------------------------|---|--|
| 11. | verifying the authenticity and appropriateness of the personal data provided through the GIRinfo system | consent                               | name, address of residence, mother's name, number of identification document, photograph, signature | withdrawal of consent / contract limitation period |
| 12. | fulfilment of the obligation to retain accounting documents   | statutory obligation (Accounting Act) | data in the accounting document   | 8 years  |
| 13. | non-postal liaison  | consent                               | e-mail address, phone number  | withdrawal of consent / contract limitation period |

### 3. Receiving repayable funds from the public, in excess of equity

- |    |  |                                       |   |   |
|----|--|---------------------------------------|---|---|
| 1. | conclusion or performance of contract related to placement of deposits and other repayable funds | performance of contract               | name, name at birth, mother's birth name, place and date of birth, nationality, address of residence, mailing address, number of personal identity card (passport), number of other identification appropriate for identifying a person under the Act on Personal Data, in the absence of an address of residence the address of temporary residence; politically exposed person status; names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data of the natural person agent for service of process; personal data of the beneficiary relevant to the nature of the investment service, as specified in the foregoing | the contract's limitation period  |
| 2. | conclusion or performance of contract  | consent                               | in case of application / contracting with biometric signature, the biometric data made available to the Bank with the signature on the sign pad   | withdrawal of consent / contract limitation period  |
| 3. | customer's identification in relation to a contract  | statutory obligation (AML Act)        | family name and first name, family name and first name of birth, nationality, place and date of birth, mother's birth name, address of residence, or (in the absence of such) temporary residence, type and number of identification document, politically exposed person status  | 8 years from the termination of the business relationship or the execution of the transaction order |
| 4. | beneficiary owner's identification in relation to a contract                                     | statutory obligation (AML Act)        | family name and first name, family name and first name of birth, nationality, place and date of birth, address of residence, or (in the absence of such) temporary residence, politically exposed person status   | 8 years from the termination of the business relationship or the execution of the transaction order |
| 5. | fulfilment of the obligation to retain accounting documents                                      | statutory obligation (Accounting Act) | data in the accounting document   | 8 years   |
| 6. | non-postal liaison   | consent                               | e-mail address  | withdrawal of consent / contract limitation period  |

### 4. Provision of sureties and bank guarantees, or the assumption of other bankers' obligations.

- |    |  |   |  |   |
|----|--|---|--|---|
| 1. | risk assessment prior to provision of sureties and bank guarantees, or the assumption of other | the Mortgage Bank's legitimate interest | name, name at birth, place and date of birth, number and type of personal identification document, passport number, address of residence | loss of purpose/interest, or successful objection |
|----|--|---|--|---|

bankers' obligations.

2.	conclusion or performance of contract for provision of sureties and bank guarantees, or the assumption of other bankers' obligations.	performance of the contract / consent	name, name at birth, place and date of birth, number and type of personal identification document, passport number, address of residence	contract limitation period / withdrawal of consent
3.	customer identification related to a contract for provision of sureties and bank guarantees, or the assumption of other bankers' obligations	statutory obligation (AML Act)	family name and first name, family name and first name of birth, nationality, place and date of birth, mother's birth name, address of residence, or (in the absence of such) temporary residence, type and number of identification document, politically exposed person status	8 years from the termination of the business relationship or the execution of the transaction order
4.	beneficial owner's identification related to a contract for provision of sureties and bank guarantees, or the assumption of other bankers' obligations	statutory obligation (AML Act)	family name and first name, family name and first name of birth, nationality, place and date of birth, address of residence, or (in the absence of such) temporary residence, politically exposed person status	8 years from the termination of the business relationship or the execution of the transaction order
5.	checking the validity and correctness of the delivered personal data through GIRO system	consent	name, address, mother's name at birth, number of identification document photo of face	withdrawal of consent/contract limitation period
6.	fulfilment of the obligation to retain accounting documents	statutory obligation (Accounting Act)	data in the accounting document	8 years

**5. Customer relations, arrangements for events, ongoing efforts to maintain data accuracy, complaints management, receivables management, other operational customer services**

1.	customer relations (liaison with the customer)	consent / the Mortgage Bank's legitimate interest	name, name at birth, mother's birth name, place and date of birth, nationality, address of residence, mailing address, e-mail address, number of personal identity card (passport), number of other identification appropriate for identifying a person under the Act on Personal Data, in the the case of a foreign national the address of residence in Hungary; names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process, beneficiary's data, products and services used by the customer	withdrawal of consent, loss of purpose/interest, or successful objection
----	--	---	--	--

2.	arrangements for events	consent	name, name at birth, mother's birth name, place and date of birth, nationality, address of residence, mailing address, e-mail address, number of personal identity card (passport), number of other identification appropriate for identifying a person under the Act on Personal Data, in the the case of a foreign national the address of residence in Hungary; names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process, beneficiary's data, products and services used by the customer	withdrawal of consent
3.	continuous maintenance of data accuracy	statutory obligation (GDPR)	name, name at birth, mother's birth name, place and date of birth, nationality, address of residence, mailing address, e-mail address, number of personal identity card (passport), number of other identification appropriate for identifying a person under the Act on Personal Data, in the case of a foreign national the address of residence in Hungary; names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process, beneficiary's data, products and services used by the customer	contract limitation period / withdrawal of consent, loss of purpose/interest, or successful objection / term determined by law
4.	complaint management (except for recording phone conversations related to the complaint)	statutory obligation (Credit Institutions Act)	name, name at birth, mother's birth name, place and date of birth, nationality, address of residence, mailing address, e-mail address, number of personal identity card (passport), number of other identification appropriate for identifying a person under the Act on Personal Data, in the the case of a foreign national the address of residence in Hungary; names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process, beneficiary's data, products and services used by the customer	5 years
5.	management of receivables related to the concluded contract (collection of receivables)	consent / the Bank's legitimate interest	name, name at birth, mother's birth name, place and date of birth, nationality, address of residence, mailing address, number of personal identity card (passport), number of other identification appropriate for identifying a person under the Act on Personal Data, in the the case of a foreign national the address of residence in Hungary; names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process, beneficiary's data, products and services used by the customer	loss of purpose/interest / successful objection, or withdrawal of consent
6.	non-postal liaison conducted for receivables-collection purposes (except for telephone conversations)	consent	telephone number, e-mail address	loss of purpose or withdrawal of consent
7.	fulfilment of the Mortgage Bank's quality assurance objectives	consent	name, name at birth, mother's birth name, place and date of birth, nationality, address of residence, mailing address, number of personal identity card (passport), number of other identification appropriate for identifying a person under the Act on Personal Data, in the the case of a foreign national the address of residence in Hungary; names and positions of authorised representatives of legal persons and entities lacking the status of a legal person, identification data, as specified in the foregoing, of the agent for service of process, beneficiary's data, products and services used by the customer	loss of purpose or withdrawal of consent
8.	verifying the authenticity and appropriateness of the personal data provided, and, in line with Recommendation 14/2012. (XII.13.) of PSZÁF (Hungarian Financial Supervisory Authority), retrieving new address data through GIRinfO for establishing the liaison required in order to facilitate the debtor's performance or to avoid	consent, the Bank's legitimate interest	name, address of residence, mailing address	withdrawal of consent / contract limitation period

legal proceedings, or, if all this fails, to initiate a recovery process by means of legal proceedings

**6. Performance of the Agreement between the Government of Hungary and the Government of the United States of America to Improve International Tax Compliance and to Implement the FATCA**

- |    |   |                                  |   |         |
|----|---|----------------------------------|---|---------|
| 1. | fulfilment of obligations under the FATCA | statutory obligation (FATCA Act) | name, address, United States tax ID number, account number, account balance | 5 years |
|----|---|----------------------------------|---|---------|

**7. Audio-recordings produced in the Mortgage Bank's call center and other similar customer service / relevant sales areas operating on similar principles**

- |    |   |  |   |         |
|----|---|--|---|---------|
| 1. | audio-recording of phone conversation conducted in the context of complaint management                                | statutory obligation (Credit Institutions Act) | time of audio-recording, time of call, caller's telephone number, minutes of audio-recording                | 5 years |
| 2. | execution of an order submitted to the Mortgage Bank, if the object of the telephone conversation is a specific order | performance of contract                        | time of audio-recording, time of call, caller's telephone number, transcript of the audio-recording, if any | 8 years |

**8. Fulfilment of the recommendation of the National Bank of Hungary No. 1./2016. (III.11.) of the overdue retail mortgage loans**

- |    |  |         |   |  |
|----|--|---------|---|--|
| 1. | restructuring of overdue retail mortgage loans | consent | name of the debtor, contractual position, client number, address, postal address, number of identity card, signature, mortgage loan restructuring request, notices, relevant information in respect of the occupancy of the debtor and co-debtor (has an occupancy or not if not when he/she will have a job, type of his/her job :for limited or unlimited period, if limited the date of expiry) relevant information in respect of the financial position of the debtor and co-debtor (regular net monthly verifiable salary; intention to sale the encumbered property; any previous attempt on the sale of the encumbered property) relevant information in respect of the financial status of the debtor and the co-debtor (parameters of the encumbered property ,location, name of the town/village; base area, number of rooms; type of the property,(prefabricated concrete panel flat, other flat, detached house/ status of the property /i.e. new refurbished used, in bad state is it for the debtor's dwelling purpose) relevant information as to the living standards of the debtor and co-debtor (number of persons sharing the same household with the debtor and the co-debtor/total number of persons living in the respective household, number of dependent persons, number of under age dependents, inevitable of the household in an average month in a lump sum (excluding the payment obligation related to the mortgage loan) others indebtedness of the debtor and the co debtor (i.e. overdue debt toward public utility service providers) | withdrawal of consent/contract limitation period |
| 2. | communication excluding postal way             | consent | e-mail address, telephone number  | withdrawal of consent/contract limitation period |



**9. Monitoring, for property protection and security purposes, of entry to and exit from specific buildings and premises used by the Mortgage Bank**

- |    |  |   |  |   |
|----|--|---|--|---|
| 1. | personal, property, data security / protection | the Mortgage Bank's legitimate interest | name, number of personal identification document, fact and time of passing checkpoints | in the the case of regul entry until termination of the entry authorisation, not more than 6 months from the time of generation of the data in the case of casual en for 24 hours from departure / successful objection |
|----|--|---|--|---|

**10 Production and retention of video recordings made, for the protection of confidential securities and business information, security, and the protection of human life and physical integrity, of natural persons intending to enter, for specific purposes, to the Mortgage Bank's seat and establishments and other buildings used by the Mortgage Bank as private areas open to the public**

- |    |  |   |                 |                                |
|----|--|---|-----------------|--------------------------------|
| 1. | protection of private but publicly used areas that are required for the fulfilment of the Mortgage Bank's duties; personal, property and data security, protection | the Mortgage Bank's legitimate interest | video-recording | 60 days / successful objection |
|----|--|---|-----------------|--------------------------------|