

## **TERMS AND CONDITIONS APPLICABLE TO CREDIT INSTITUTIONS**

Effective from: 01 September 2014

### **1. General Provisions**

- 1.1. These Terms and Conditions (hereinafter “**TC**”) apply to all correspondent banking services as listed in Annex 1 provided by Erste Bank Hungary Zrt. (registered seat: 1138 Budapest, Népfürdő u. 24-26., registration number: 01-10-041054 registered by the Metropolitan Court of Budapest, business licence no.: 2061/2004, date of the licence: 26 August 2004) (hereinafter “**Bank**”) as correspondent bank and to all business relationships between the Bank on the one hand, and any credit institution being a registered member of the Society for Worldwide Interbank Financial Telecommunication (hereinafter: “**SWIFT**”) and having exchanged SWIFT RMA authorization with the Bank (hereinafter “**Credit Institution**”) being a respondent credit institution on the other hand (together: “**Parties**”) during providing correspondent banking services.
- 1.2. The provisions of the TC shall be binding upon both the Credit Institution and the Bank, but in respect of the individual services the Parties may depart therefrom in writing by mutual agreement to the extent permitted by law. In such cases the conditions of such agreement will prevail over the TC.
- 1.3. If an issue or matter is not regulated in a bilateral agreement, or in the TC, it shall be governed by the business rules of the Bank (hereinafter: **Business Rules**, as in force, and the relevant legal rules of Hungary and the European Union. In case of any discrepancies between the provisions of this TC and the Business Rules, the provisions of this TC shall apply. Business Rules means a document which defines the fundamental rules of the legal relationship of the Bank and any client of it (including any Credit Institution) and the provisions of which must be applied to all legal relationships between the Bank and all clients in the course of which the Bank provides services to clients and/or clients use services of the Bank.
- 1.4. For the respective documentary transactions – unless otherwise agreed – “Uniform Customs and Practice for Documentary Credit”, “Uniform Rules for Collections” and “Uniform Rules for Bank-to-bank Reimbursements under Documentary Credit” issued by the International Chamber of Commerce, Paris as amended from time to time, shall apply.
- 1.5. The Bank publishes the TC on its web-site [www.erstebank.hu](http://www.erstebank.hu) , and, upon request of the Credit Institution, it makes them available in hard copy or e-mail free of charge.
- 1.6. The Bank reserves the right to amend this TC at any time with immediate effect, without prior notice.

### **2. Disclosure to Erste Group Bank AG, Vienna**

By establishing business relationship with the Bank, the Credit Institution shall expressly authorise the Bank to disclose to its owner holding an indirect controlling stake in the Bank, Erste Group Bank AG, Vienna (hereinafter **EGB**), and to legal entities forming part of the bank

group of Erste Bank Hungary Zrt. (a precise list of which, as at any time, may be found on the Bank's Internet website) any facts, data, solutions and information relating to the Credit Institution and its contracts entered into with the Bank for financial services, recorded and managed by the Bank in connection with the individual contracts, as specified herein below and qualifying as bank secrets (hereinafter collectively referred to as "Data"), which may relate to the Credit Institution's details, pecuniary situation, business activities, operations, proprietary and business relations, the balance of and transactions on its accounts kept with the Bank, in particular, Credit Institution's name, head office; Credit Institution's account number, balance and transactions; data related to any credit, loan and bank guarantee contracts of engagement entered into by and between the Credit Institution and the Bank (identifiers of contracts, date of conclusion of contract, type, amount and term of contract, collateral securing the contract, amount of Bank's receivables; Credit Institution's payment discipline); all other business turnovers, for credit and customer rating, risk management, statistical analytic and controlling purposes, in accordance with the provisions of the legal rules on credit institutions and data protection, as a result of which these legal entities may manage and keep records of the said Data during the term of the existence of the financial services legal relationship between the Credit Institution and the Bank.

By establishing business relationship with the Bank, the Credit Institution shall expressly declare that its declaration qualifies as an authorisation under Section 161, subsection (1), paragraph a) of the Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises. By establishing business relationship with Bank, the Credit Institution shall expressly consent to the management and disclosure of its data as described above. By giving order to or accepting order from the Bank, the Credit Institution shall acknowledge that it has received prior comprehensive information from the Bank with respect to the management and disclosure of data and has signed the authorisation in the light thereof.

### **3. Set-Off**

The Bank may set off any matured obligation due from a Credit Institution under this TC against any matured obligation owed by the Bank to that Credit Institution, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at the interbank market rate of exchange (as published on the pages of Reuters) for the purpose of the set-off. The Bank shall promptly notify the Credit Institution of any such set-off or conversion. Any matured obligation shall be debited in accordance with provisions of the Business Rules.

### **4. Execution of the orders**

- 4.1. The Bank accepts orders through the SWIFT system as maintained by SWIFT, according to the rules of the actual SWIFT standard release, and reserves the right to reject orders, which arrive in another form, or which are against the applicable laws. The Bank does not accept conditional payment orders, or payment orders to be executed as cash disbursement (without an account held with the Bank). In all disputes arising from the interpretation of any expression in connection with services provided by SWIFT, the definitions and understanding generally used by SWIFT shall apply.
- 4.2. Even if the Bank decides in its sole discretion to accept communication in another form than SWIFT messages, it may request the verification of the signatures / authenticity of the document through the SWIFT system or any other necessary document.
- 4.3. Payment orders in favour of customers of other banks will be rejected, and funds will be returned to the sending Credit Institution, and return fee will be deducted, irrespective of the charging option of the original payment order, unless otherwise agreed.

- 4.4. In case the Bank receives a payment order, which does not fulfil the STP (Straight Through Processing) criteria as stipulated in Annex 2 to this TC, funds will be either returned to the sending Credit Institution, and a return fee will be deducted, irrespective of the charging option of the original payment order, or if possible, the payment order will be repaired and executed, and a repair fee will be charged.
- 4.5. Payment orders with same day value will be executed by the Bank if received on a Bank Business Day, within cut-off time. Payment orders received out of this time will be executed on the next Bank Business Day. The Bank reserves the right to execute the payment order only after checking if the cover has arrived, in particular if no (or wrong) correspondent bank is indicated in field 53A or 54A.
- 4.6. Payment Orders with a valid, full account number in field 59 (Beneficiary Customer) will be executed to the credit of that account without any checking of its compliance with the beneficiary name provided.
- 4.7. As a general rule, a payment order may be cancelled or amended (exclusively in an authenticated SWIFT message) only until it has not been settled or advised to a third party. Any cancellation or amendment request received after that will be handled on a best effort basis only, depending on the co-operation and approval of the beneficiary, even if the request for cancellation is received prior to the value date.
- 4.8. Clean customer payment orders from- and in currencies of the European Economic Area are executed in accordance with the Directive 2007/64/EC. In these cases, the Bank accepts payment orders with charging option OUR, SHA and BEN, but in case of payment orders with option SHA or BEN in favour of customers of third banks (by agreement only), the Bank charges the sending Credit Institution with an intermediary fee.
- 4.9. For SEPA Credit Transfers the SCT Rulebook will apply, which may depart from this TC, and in this case the SCT Rulebook shall prevail.
- 4.10. Foreign currency (all currencies excepting HUF) customer payment orders (MT103/103+) are requested to be sent via EGB to the SWIFT address GIBAATWG, indicating GIBAHUHB in Field 57A. For payment orders sent to GIBAATWG the cut-off times and STP criteria of EGB will apply, however, EGB will charge fees according to the present TC of the Bank.
- 4.11. Despite of the request above, the Bank accepts if a Credit Institution is not able to route foreign currency customer payments via GIBAATWG, so customer payment orders sent directly to GIBAHUHB won't be rejected, but will be executed according to this TC.
- 4.12. In case of HUF customer payment orders cover is requested to send to the account of GIBAHUHB kept by MANEHUHB indicating MANEHUHB in field 54A of the MT103 (except for payment orders from the Credit Institutions maintaining HUF account at GIBAHUHB).
- 4.13. Any counterparty risk taken by the Bank is subject to availability of respective limits allocated by the Bank to the relevant customer.
- 4.14. The Bank reserves the right to reject any order due to compliance reasons.
- 4.15. The Bank refuses to bear any responsibility for delays, errors misinterpretations, etc. that may arise from incomplete or unclear instructions.

**5. Fees**

- 5.1. The fees listed in Annex 1 of this TC will be charged in the currency of the actual order, at the current exchange rate of the Bank.
- 5.2. OUR charges may be sent together with the payment order in field 71G. Otherwise charging of clean customer payments will be carried out by single SWIFT MT191 messages; however, the Bank accepts also settlement of charges monthly in one amount, referring to the reference numbers of the respective orders. In lack of reference numbers an investigation fee will be charged to the sending Credit Institution. The claimed and non-paid charges will be handled by separate investigation matters.
- 5.3. The fees indicated in Annex 1 of this TC apply only to transactions, which can be handled in a routine fashion. The Bank reserves the right to treat transactions requiring unusual efforts/expenditure as special services, which will be priced individually.
- 5.4. Any taxes, postage- and stamp duties, telex/cable charges, telephone, courier service fees incurred by order of the Credit Institution will be charged separately.
- 5.5. Repair fees or any investigation fees will be charged to the sending Credit Institution, irrespective of the charging option of the original order.
- 5.6. Charges borne according to instruction by customer of the Bank, but refused, or can not be collected, are to the debit of the ordering Credit Institutions.
- 5.7. For orders sent by the Bank all claims must be received within a period of 3 months' time after the original value date. For claims received after that the respective investigation fee (calculated per item and not per invoice) will apply.

## Annex 1 - Fee Schedule

### I. HUF Accounts

All conditions of the account keeping and of transactions on the account are not regulated by this TC but by a separate documentation	
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### II. Clean customer payments

<b><i>Payments from -, and in currencies of the European Economic Area, with option SHA or BEN</i></b>	
In favour of customers of the Bank	Free of charge for the sending Credit Institution Fees applicable to the relevant customer apply
In favour of customers of third banks (by agreement only)	As per agreement Charged to the sending Credit Institution

<b><i>Other incoming payments</i></b>	
With option BEN/SHA	Free of charge for the sending Credit Institution
In favour of customers of the Bank	Customer fees apply
In favour of customers of third banks (by agreement only)	As per agreement - deduct Third bank may also charge beneficiary
With option OUR	Sending Credit Institution will be charged:
In favour of customers of the Bank	EUR 13
In favour of customers of third banks (by agreement only)	As per agreement Bank of the beneficiary may also charge the sending Credit Institution

Amendment / withdrawal of an order	EUR 20
Reject, return	EUR 20
Repair	EUR 10
Cut-off time	16.00 (Local Time), if Bank Business Day 17.00 (Local Time), if Bank Business Day - only for EUR payments in favour of EUR accounts

### III. Collections, cheques

Payment of cheques drawn on us	EUR 10
Cheque collection	2,5 ‰ , min. EUR 30, max. EUR 250
Documentary collection	2,5 ‰ , min. EUR 50
Amendment of collection instructions	EUR 50
Documents released "free of payment"	1,5 ‰ , min. EUR 50
Returned, or recalled items and protest	1,5 ‰ , min. EUR 50 + any protest fee
Forwarding to another bank	EUR 50

**IV. Documentary Credits**

Opening (if L/C opened by the Bank, but commissions are borne by beneficiary)	2 ‰ , min. EUR 50, max. EUR 250
Pre-advising without engagement of the Bank	EUR 50
Advising	1,5 ‰ , min. EUR 50, max. EUR 250
Confirmation – risk margin (in addition to the advising fee)	as per agreement
Transferring to another bank	2 ‰, min. EUR , 50 max. EUR 1200
Forwarding to another bank	0,5 ‰, min EUR 50, max. EUR 250
Amendment	EUR 50 per amendment
Taking up documents / Utilization	2 ‰, min. EUR 50
Discrepancy fee	EUR 60
Cancellation, non-utilization	EUR 50

**V. Guarantees**

Pre-advising	EUR 50
Issuing or confirming a guarantee – risk margin (in addition to the issuance fee)	as per agreement
Advising / issuance fee	1,5 ‰ , min. EUR 50, max. EUR 250
Amendment	EUR 50 per amendment
Payment of a claim (utilization)	1,5 ‰ , min. EUR 50

**VI. Securities**

All conditions	As per agreement
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**VII. Others**

Queries due to incomplete, incorrect or unclear instructions	EUR 30
Investigation (no fault on part of the Bank) of items not older than 3 months	EUR 30
Investigation (no fault on part of the Bank) of items older than 3 months	EUR 50
Commercial and credit information on customers of the Bank	EUR 50

**Annex 2 - STP Criteria for MT103/103+**

<b>O/M</b>	<b>Tag</b>	<b>Field Name</b>	<b>STP</b>
M	20	Sender's Reference	According to SWIFT guidelines
O	13C	Time Indication	Ignored if present
M	23B	Bank Operation Code	According to SWIFT guidelines
O	23E	Instruction Code	According to SWIFT guidelines
O	26T	Transaction Type Code	According to SWIFT guidelines
M	32A	Value Date / Currency / Interbank Settled Account	According to SWIFT guidelines
O	33B	Currency / Original Ordered Amount	According to SWIFT guidelines
O	36	Exchange Rate	According to SWIFT guidelines
M	50a	Ordering Customer	According to SWIFT guidelines + FATF SRVII
O	51A	Sending Institution	Ignored if present
O	52a	Ordering Institution	According to SWIFT guidelines
O	53a	Sender's Correspondent	Option A (BIC)
O	54a	Receiver's Correspondent	Option A (BIC)
O	55a	Third Reimbursement Institution	According to SWIFT guidelines
O	56a	Intermediary	Option A (BIC)
O	57a	Account with Institution	Option A (BIC) Can be omitted if account with institution is GIBAHUHB
M	59	Beneficiary	Valid IBAN or full account number in local format (3*8 characters) is compulsory
O	70	Remittance Information	According to SWIFT guidelines
M	71A	Details of Charges	BEN/SHA/OUR
O	71F	Senders Charges	According to SWIFT guidelines
O	71G	Receiver Charges	Currency must be equal to 32A
O	72	Sender to Receiver Info	According to SWIFT guidelines The information will not be forwarded in case of payment orders in favour of customers of other banks
O	77B	Regulatory Reporting	Ignored if present
O	77T	Envelope Contents	Ignored if present