

Card Account Agreement

ING Bank N.V. Hungary Branch

Please indicate the relevant box according to the order.

New Agreement

Number new agreement:

Client identification number:

Amendment of the current card account agreement

In case of amendment number of current card account:

Date of amendment:

The Bank shall fill in

Account number:

IBAN account number:

Client Identification Number (CIF):

Card Account Agreement

was concluded between ING Bank N.V. Hungary Branch (1068 Budapest, Dózsa György út 84. B. ép., Hungary ; Company Registration Number: 01-17-000547-Fővárosi Bíróság; hereinafter: Bank) and

1. Client data

Client name:

Abbreviated company name:

Tax number:

Statistic number:

Legal entity:

Main activity of the client:

The Client is

Resident¹

Non resident¹

Resident¹

Non resident¹

Date of the company registration (day/month/year):

Date of the request of registration (day/month/year):

Place of the Registration (County):

Company registration number:

¹ Resident / Non resident see Definition

Address of Seat

Country:	Post office number:
_____	_____
City:	Street:
_____	_____

Mailing Address

Country:	Post office number:
_____	_____
City:	Street:
_____	_____

In case of non resident Client the address of the Client's premise

Country:	Post office number:
_____	_____
City:	Street:
_____	_____

Name and position of the representatives:

Name and position of the representatives:

Contact Person

Phone number:	Extension:
_____	_____
Other phone number:	Telefax number:
_____	_____

In case of modification request the date from which the modification shall be effective (day/month/year):

(hereinafter together referred to as the "**Parties**") for an indefinite period by stipulating the following conditions

2. Orders of the Client

Currency of the card account:	Client identification number:
_____	_____
Delivery of the account statement:	
<input type="checkbox"/> to the mailing adress	<input type="checkbox"/> stays at the Bank premises based on the relevant Post Office Agreement concluded between the Parties with the sole responsibility of the Client
Number new agreement:	In case of amendment number of current card account:
_____	_____

Based on the order of the Client the Bank may forward any relevant information concerning the current Card Account Agreement (hereinafter: Card Account Agreement) to the above mailing adress.

3. General Regulations

The Card Account stipulated in the current Card Account Agreement is a limited functioning bank account. The bank shall credit the Card Account with the amount received by the Bank. To the debit of the Card Account the Bank shall not execute any payment orders or orders for cash withdrawal. To the credit of the Card Account the Bank shall not execute any orders for cash deposit. The Client shall dispose over the credited amount on the Card Account. The Parties declare that the Bank shall be entitled to execute the prompt collection order which is in compliance with the relevant laws and regulations received to debit of Card Account.

The parties acknowledge and agree that the Bank has drawn the Client's attention prior to the signature of the present Card Account Agreement to the stipulations of the Bank's General Terms and Conditions, the General Terms and Conditions for Bankcard Services and the General Terms and Conditions for Payment Services (together hereinafter: GTC) which differ from the normally contractual practices concerning the present Card Account Agreement or which are not coherent with the subject of the present Card Account agreement. The Client declares that he/she could study these stipulations prior to the contracting. The Client acknowledges and agrees that GTC, List of Conditions and the Announcement shall constitute an inseparable part of the present Card Account agreement and shall be interpreted accordingly and he/she declares that he/she understood these stipulations and accepted as binding. By signing the present Card Account Agreement the Client contribute to data handling, data transmission, data processing according to the regulations of the GTC

Parties acknowledge and agree that the Bank may modify unilaterally (one-sided) at any time the GTC, the List of Conditions, and the Announcement and informs the Client through Announcement. The amendments come into effect within the period determined in the competent laws following the appearance of the Announcement. The Parties acknowledge and agree that amendment of any law, decision of the public authority or supervisory authority influence on the Client's rights and obligations without the amendment by the Parties.

The Bank shall pay interest on the daily credit balance of the Account and the Client shall pay the conditions for the relevant bank services. The above conditions, the date and the method of the settlement are set out and calculated according to the General Terms and Conditions, and to the Notice. The interest on the credit balance of the Account shall be calculated at the relevant interest rate and on the basis of a year of 360 days and the actual number of days elapsed.

The Parties conclude the present Card Account Agreement for an indefinite period. Any party may terminate this Card Account agreement within a written 30 days-notice (normal termination). The Bank is entitled to terminate this Card Account Agreement with an immediate effect if and when the Client's behavior harm during using the Bank's services the principle of the good faith acting, and the principal determined in the Article No. 4. of the Act IV of 1959 on the Civil Code of the Republic of Hungary.

Concerning the cooperation obligation, specifically if the Bank is not able to execute the circulation of money of the Client's Bank Account according to the stipulations of the present Card Account Agreement because of the Client's behavior.

The present Card Account Agreement shall be governed by the Laws of Republic of Hungary.

The Client declares and guarantees that amount over which it disposes in the frame of the Current Card Account Agreement constitutes its sole ownership.

The Client declares that its data mentioned in the present Card Account Agreement is correct.

The Bankcard agreement (Annex 1 of the current Card Account Agreement) and the Regular Balance Transfer Order (Annex 2 of the current Card Account Agreement) shall constitute an inseparable part of the Card Account Agreement and shall be interpreted accordingly.

The Parties may send their legal declaration to the mailing address determined in the Bank Account agreement. The Parties agree that the Parties shall inform each other about the change of the mentioned mailing address

4. Definitions

4.1. Definitions of Resident – non-resident according to the Act CXX of 2001 on the Capital Market

4. § 24) 'resident' shall mean

- (a) a natural person who has a valid personal identification document (personal identity card) issued by the competent Hungarian authority.
- (b) an enterprise or organization if domiciled in Hungary, including the independent enterprises of foreign nationals in Hungary (private entrepreneurs, and self-employed individuals),
- (c) the owner, executive officer, supervisory board member and employee of the enterprise or organization specified in Paragraph b), acting in their official capacity, in respect of their legal transactions and the other actions performed in the name and on behalf of the enterprise or organization if, pursuant thereto, the enterprise or organization acquires a right or incurs an obligation, shall qualify as a resident even if otherwise construed as a non resident,
- (d) the Hungarian branch office of a foreign-registered company, not including free zone companies and the companies referred to in Point 28 of Section 4 of Act LXXXI of 1996 on Corporate Tax and Dividend Tax, as amended,
- (e) representative offices in foreign countries;

4. § 31) 'non-resident' shall mean

- (a) a natural person who does not have a valid personal identification document issued by the competent Hungarian authority and is not entitled to hold one,
- (b) an enterprise or organization, regardless of its legal form, if domiciled abroad, and the branch offices of resident enterprises and organizations,
- (c) the representative office of a non-resident in Hungary,
- (d) free zone companies,

- (e) the Hungarian branch office of a foreign-registered enterprise, if such a branch office has been established or is operating in a free zone, and
- (f) the companies referred to in Point 28 of Section 4 of Act LXXXI of 1996 on Corporate Tax and Dividend Tax, as amended;

4.2. Definitions of Resident – non resident according to MNB Decree No. 32/2009

- (g) **non-resident:** any natural person or legal entity, an economic association without a legal entity to whom the definition of resident under Subparagraph h) does not apply, Non resident –among others- is a legal entity for which the following conditions apply simultaneously, the tax number ends with 51, the code of business association form (characters 13th to 15th of the unified statistical number) is 931 and it is not registered in the Hungarian Court of Registry.
- (h) **resident:**
 1. any natural person who lives in or plans to relocate to live in the territory of the Republic of Hungary at least for one year, irrespective of citizenship, and who is not engaged in any business operations, not including the members and employees of foreign diplomatic and consular missions and international organisations

- operating in Hungary, and their family members, or persons staying in or visiting Hungary for the purpose of studying or for medical treatment,
- 2. members and employees of Hungarian diplomatic and consular missions operating abroad, and their family members, of Hungarian citizenship, members of the Hungarian Army professional and contractual reserve serving their military service abroad and any other natural persons who on behalf of the Hungarian State performs their tasks abroad.
- 3. any natural person or legal entity, registered or not (having business premises) in the territory of the Republic of Hungary – including free trade zones and transit areas – or engaged in business operations at least for one year, an economic association without a legal entity.

In case when the residential status -in the lack of physical presence can not determined by the place of seat, the legal entity's registration place shall be taken into consideration, that is the legal entity registered in the Hungarian Court of Registry shall be qualified as a resident.

The Client declares that it studied and accepted the current Bank Card Agreement. The **Parties** – having read and jointly construed the contract – executed this contract on the day written below as one fully reflecting their intentions. The Bank's register shall prevail for the evidence of the takeover.

Signing of Client

Signature of the Client

Place:	Date:
_____	_____
Signature	Signature
_____	_____

Countersigning (To be completed by ING Bank N.V.)

Place:	Date:
Signature and firm stamp:	Signature and firm stamp: