

# List of Terms and Conditions for Corporate Clients

## ING Bank N.V., Hungary Branch

Effective as of November 19<sup>th</sup>, 2014.

The terms and conditions set forth in this List of Terms and Conditions shall apply to those corporate clients (corporate clients shall include all persons other than private individuals) of ING Bank N.V. Hungary Branch (1068 Budapest, Dózsa György út 84/B., the "Bank") which have entered into agreement with the Bank relating to account keeping or certain other banking services (guarantee, letter of credit, collections etc.) and the relevant agreement refers to the application of this List of Terms and Conditions. With the aforementioned effective date the present List of Terms and Conditions replace the previous List of Terms and Conditions of ING Bank N.V. Hungary Branch effective from October 1<sup>st</sup>, 2014, and applies to such Clients, who have accepted the amendment, and to such Clients who have accepted the effective List of Terms of the Bank on or after 19<sup>th</sup> November 2014.

### I Interest on Balances

#### I a. Sight Interest Rates on Current Accounts

Hungarian Forint account  
Foreign currency account

#### Fee

HUF Overnight BUBOR - 3%  
EUR EONIA - 0.7%  
USD Overnight LIBOR - 0.4%  
GBP Overnight LIBOR - 0.8%  
JPY Overnight LIBOR - 0.3%  
CHF - Overnight LIBOR - 0.2%  
CZK - Overnight PRIBOR - 0.5%  
RON - Overnight RBOR - 5%  
RUB - RUONIA - 10%  
PLN - Overnight WIBOR - 4%

All interest rates listed above are linked to a reference rate. In currencies not mentioned above the Bank also applies a sight interest rate linked to reference rate, the reference interest rate is the rate of interest available in the main market of the concerned currency quoted for overnight deposits and the sight interest rate shall be the applicable reference rate reduced by 9 %.

If on any day the aggregated positive balance on all the banks accounts exceeds ten million euros (EUR 10,000,000), calculated at the reference rate of the National Bank of Hungary in respect of accounts kept in different currencies, and if the reference rate applicable to any of the accounts is negative then the Bank may charge, and in that case the client shall pay to the Bank the amount of interest calculated on the daily credit balance of the accounts exceeding ten million euros (EUR 10,000,000). In case of accounts held in different currencies, the Bank applies the calculation first (with regard to the balance above 10,000,000 EUR) to the one with the lowest reference-rate. The amount may be calculated with the negative reference rate as rate of interest and may be debited to the relevant account monthly in arrears. The Bank will notify the client 2 weeks prior to the actual commencement of the charging in a separate notification.

#### I b. Term Deposits

Minimum HUF amount to deposit <sup>1</sup>	min HUF 25,000,000 and for one week and shorter period min HUF 50,000,000
Deposit placed on call account	subject to individual agreement
Term deposit orders with special interest rate	minimum amount EUR 100,000 or its currency equivalent

#### I c. Exchange Rates

In case of payment and transfer order with conversions the Bank executes them by using the Foreign Exchange Rates fixed at the booking date. Spot Rate Special Agreements' execution is linked to the international foreign exchange market operation (taking into account the foreign currency holidays). On foreign currency holiday the Bank reserves the right to refuse the Spot Rate Special Agreement.

Foreign Exchange Rates are reference rates, which are fixed by the Bank two times a day, based on the interbank foreign exchange rates (average of Reuters D2 BID, OFFER plus ING foreign exchange rate margin).

The first fixing shall take place at 12:00 p.m. (Budapest time) on a banking day. Such rate shall be applicable to payment transactions of which the payment orders had been accepted on the actual day until the time of the fixing.

<sup>1</sup> Applicable in case of call account service

This rate shall also be applicable for incoming transactions in EEA currency accepted by the Bank until 12:00 on actual day or on the previous banking day after cut-off time.

The second fixing shall take place between 15:30 p.m. and 16:30 p.m. (Budapest time) on a banking day. Such rate shall be applicable to incoming payment transactions received after 12:00 p.m. until cut-off time on actual day, denominated in EEA currency.

In case it is justified by a significant fluctuation of the exchange rates (i.e. the difference between the Reuters D2 BID, OFFER average and the last fixing of the ING mid-rate exceeds 1% of the ING mid-rate), the Bank reserves the right to quote new exchange rates as per the above methods and apply it to transactions above EUR 50 000 or equivalent. Upon request, the Bank provides further information about Foreign Exchange Rates.

In case of cash desk transactions (cash deposit, cash withdrawal) with conversion the Bank executes by using the Cash Desk Foreign Exchange Rates fixed at the booking date. Cash Desk Foreign Exchange Rates are fixed and published at 8:00 a.m. every banking day, based on the daily foreign exchange rates (average of Reuters D2 BID, OFFER plus ING foreign exchange rate margin).

In case of corporate card transactions executed in foreign currencies the relevant MasterCard foreign exchange rates shall prevail. When debiting the sum of card transactions related to the use of ING Bank NV Amsterdam's Corporate card, the Bank applies the mid-rate prevailing on the debit date.

The actual Foreign Exchange Rates are published through the Bank's webpage and the ING Online system.

The following currencies are fixed by the Bank: USD, EUR, CHF, GBP, JPY, AUD, CAD, DKK, NOK, SEK, CZK, PLN, HKD, HRK, NZD, RON, SGD, THB, TRY, ZAR, ILS.

Cash rates are fixed in the following currencies: USD, EUR, CHF, GBP, JPY, AUD, CAD, DKK, NOK, SEK, CZK, PLN.

Spot Rate Special Agreement shall be concluded with the Treasury Sales Department.

Spot Rate Special Agreement is available in the following currencies: USD, EUR, CHF, GBP, JPY, AUD, CAD, DKK, NOK, RUB, SEK, CZK, PLN.

#### **I d. Interest on Unauthorised Utilisation of Overdraft Facility**

If, for any reason, any of the clients' accounts kept with the Bank shows a negative (debit) balance or, in the event of an overdraft arrangement between the Bank and the client, the debit balance of the relevant account exceeds the permitted limit approved for the client, default interest shall be accrued on the amount of such debit balance or of such excess, as the case may be. The default interest rate shall equal to the prevailing base rate of the National Bank of Hungary plus 7% p.a. In case of current accounts kept in foreign currency the default interest rate is the relevant LIBOR quoted in the prevailing foreign currency plus 7% p.a.

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## **II Fee Structure (By Type of Payment)**

## **Fee**

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Hereinafter, templates shall mean the templates set out in the MNB Decree No. 18/2009. (VIII.6.).

**The total amount of fees to be paid on transfers set out in this Chapter II shall be the sum of the below mentioned fees plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective Act CXVI of 2012 on the Transaction Duty.**

### **II a. Hungarian Forint Payment (per item)**

Credit in HUF	free of charge
In-house transfer	free of charge
HUF transfer to the beneficiary's account kept with another Hungarian bank	0.1%, min. HUF 250
Transactions through the VIBER (RTGS) system	Domestic HUF transfer fee + HUF 20,000
HUF transfer to the beneficiary's account kept in abroad	0.15%, min. EUR 30
Urgent HUF transfer to abroad	HUF transfer to abroad fee + EUR 100

### **II b. Foreign Currency Payments (per item)**

Credit in foreign currency	EUR 6
In-house transfer	free of charge
Conversion	free of charge

Single payment order	0.15%, min. EUR 30
EU payment (EUP) (Subject to individual agreement)	EUR 20
ING Company payment (Intra-company transfers between ING entities, included BMG Bank also) (Subject to individual agreement)	EUR 15
Inter-company payment (Transfer between two accounts held by legal entities belonging to the same economic group) (Subject to individual agreement)	EUR 15
Urgent FCY payment order	single payment order fee + EUR 100
Additional transfer fee when the beneficiary bank charges are taken by the ordering party	EUR 10
Execution of third party payment orders	0.25%, min EUR 35, max EUR 300 (orders containing amounts not exceeding EUR 100 are free of charge)

### II c. Collection Orders and Transfers upon the order of Authority (per item)

Transfers between accounts held with the Bank	free of charge
Electronic collections initiated by the customer of the Bank	HUF 55 / item at the time of initiation
Paper-based collections initiated by the customer of the Bank	HUF 1,000
Transfers upon the order of authority by debiting the customer of the Bank (on template, payable by the customer) and execution of collection orders received against an account kept at the Bank	0.1%, min. HUF 250
Handling, amendment and cancellation of authorisations for collections on template	HUF 1,000 / item
Correspondence related to collections and transfers upon the order of authority	HUF 1,000 / item
Partial execution of collection orders and transfers upon the order of authority received against an account kept at the Bank	HUF 500 + 0.1% (min. HUF 250)

### II d. Multiple Payments (per item)

Multiple transfer orders	0.01%, min. HUF 30 / item and 0.1%, min. HUF 250 / total amount
Multiple collections (payable at instructing)	HUF 15 / item
Service Fee (upon crediting)	0.01%, min. HUF 30
Fee of execution, payable by the payer	0.1%, min. HUF 250 / item
In-house multiple payments (transfers and collections)	free of charge
Handling, amendment and cancellation of authorisations for multiple collections in the provided forms,	HUF 1,000 / authorization
Correspondence related to multiple collections	HUF 1,000

### II e. Postal Services

Electronic Postal transfer order (credit items)	0.1% bank fee + postal fee
Express Postal transfer order (credit items)	0.1% bank fee + postal fee
Paper Based Postal transfer order (credit items)	0.2%, min HUF 100 bank fee + postal fee
Electronic Postal payment order (debit items)	HUF 50 bank fee + postal fee per item
Paper Based Postal payment order (debit items)	HUF 100 bank fee + postal fee per item
Replacement of paper based Postal transfer order (credit items)	HUF 1,000 per item

## II f. Additional Fees by Method of Payment (per item)

Orders through electronic banking system	free of charge
Standard transfer paper based order	HUF 750 / item
Orders received via telefax with fax test key and signature	HUF 1250 / order

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## III Cash Transactions

## Fee

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**The total amount of fees to be paid on cash transactions set out in this Chapter III shall be the sum of the below mentioned fees plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective Act CXVI of 2012 on the Transaction Duty.**

### III a. Cash Deposit

Deposit in HUF at the teller desk	0.05%, min. HUF 300 of the amount deposited
Deposit in foreign currency at the teller desk	0.30%, min. EUR 1 of the amount deposited
Bulk cash deposit in HUF	0.05%, min. HUF 1,000 of the amount deposited
Bulk cash deposit in foreign currency	0.50%, min. EUR 5 of the amount deposited
Minutes drawn upon differences found with bulk cash deposits	HUF 1000 per document (Minutes)
Deposit in HUF, processed by a Cash Processing Company	0.03%, min. HUF 300 of the amount deposited
Deposit in foreign currency, processed by a Cash Processing Company	0.30%, min. EUR 1 of the amount deposited

### III b. Cash Withdrawal

Withdrawal in HUF at the teller desk	0.20%, min. HUF 300 of the amount withdrawn
Withdrawal in foreign currency at the teller desk	1.00%, min. EUR 5 of the amount withdrawn
Bulk cash withdrawal in HUF	0.20%, min. HUF 1,000 of the amount withdrawn
Bulk cash withdrawal in foreign currency	1.00%, min. EUR 10 of the amount withdrawn

### III c. Additional charges related to coins

Deposit of HUF coins (in case of depositing at the Teller, to be borne by the depositor)	Free of charge for upto 100 pieces of coins, above 100 pieces 2.00%, min. HUF 100 on the amount of coin deposit (over the fee of the cash deposit)
Deposit of foreign currency coins (in case of depositing at the Teller, to be borne by the depositor)	Free of charge for upto 25 pieces of coins, above 25 pieces 15% on the amount of coin deposit (over the fee of the cash deposit)
Coins are accepted in the following currencies	HUF, USD, CHF, EUR and GBP
The smallest denomination accepted	1 (except for EUR, where cents are accepted as well)
Withdrawal of HUF coins	Free of charge for upto 100 pieces of coins, above 100 pieces 2.00%, min. HUF 100 on the amount of coin withdrawal (over the fee of the cash withdrawal)

### III d. Cash Denomination Change (Hungarian Forint)

50 pieces (or less) of bank notes and/or coins taken and/or disbursed for denomination change	free of charge
More than 50 pieces of bank notes and/or coins taken and/or disbursed for denomination change	In case of exchange of bank notes 2% upon the amount equal to the total value of the bank notes disbursed for denomination change and 5% upon the amount equal to the total value of the coins disbursed for denomination change
	In case of exchange of coins 5% upon the amount equal to

the total value of the coins taken for denomination change

### III e. Acceptance of HUF Bank Notes and Coins that cannot be re-circulated

In case the validity and the denomination are doubtless, the Bank shall take HUF banknotes and coins that are damaged, flawed or difficultly recognizable at face value and without charge. The Bank accepts HUF banknotes for deposit or for denomination change that are more than 50% intact. In case the extension of the banknote is not larger than the 50% of the original note, the Bank accepts banknote and forwards it to NBH without offset. As for HUF banknotes and coins withdrawn from circulation officially, the Bank takes these items up to five banking days prior to the officially stated day of acceptance by the relevant National Bank of Hungary notice.

### III f. Acceptance of Foreign Bank Notes that cannot be re-circulated

Damaged, dirty banknotes, if the size of the banknote is larger than 80.00% of the original one	15.00% of the face value
Damaged, dirty banknotes, if the size of the banknote is larger than 51.00%, but smaller than 80.00% of the original one	in case of successful collection 15% of the agreed value
For foreign banknotes withdrawn from circulation officially, the Bank takes these items up to two months prior to the officially stated last day of exchange	15.00 % of the face value

### III g. Cash Transport

Cash collection and delivery (based on separate agreement)	Upon individual agreement
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### III h. Prior Notice for Large Withdrawals

One-day prior notice until 12:00 p.m. is required in case of cash withdrawals in HUF above HUF 2.000.000 and two days prior notice until 12.00 p.m. in case of cash withdrawals in other currencies above EUR 5,000 or its equivalent amount in other foreign currency or any special denomination request. The notice shall be addressed to the Bank by phone or to the Vault of the Bank located at Dózsa György street in via fax message on the 06-1-235-2032 fax number.

Withdrawal of a large sum in cash without prior notice	HUF 10 000 in addition to the relevant cash withdrawal fee
Failure to withdraw cash according per the prior notification or late cancellation of prior notification	HUF 10 000

## IV Account Keeping Conditions

### Fee

Account opening	free of charge
Minimum amount of account opening	none
Current account keeping fee	HUF 5,000 / month and / currency
Term deposit taken	free of charge

## V Documentary Business

### Fee

### V a. Collections

Clean collection (cheques, bills, acceptances, etc.)	0.30%, min EUR 35 plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective rule of law
Documentary collection	0.25%, min. EUR 35 plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective rule of law
Cancellation / delivery of documents free of payment	0.25%, min. EUR 30
Release of goods sent to our address or at our disposal	0.40%, min. EUR 30
Other (amendment, tracer, ...)	EUR 30 / amendment or tracer

### V b. Documentary Credits

### **Advised Documentary Credits**

Advising (without confirmation)	0.15%, min. EUR 100, max. EUR 1500
Confirmation	subject to individual agreement
Amendment	EUR 100 / amendment
Amendment, in case of amount increase	0.15%, min. EUR 100, max. EUR 1500
Taking up of documents and payment	0.20%, min. EUR 100 plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective rule of law if applicable
Taking up of documents and deferred payment	0,25% min. EUR 150 plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective rule of law if applicable
Transfer / Assignment	subject to individual agreement
Discounting	subject to individual agreement
Cancellation of Documentary Credit	EUR 50

### **Issued Documentary Credits**

Issuance (per each started month)	0.15%, min. EUR 100 / month or subject to individual agreement
Amendment	EUR 100 / amendment
Amendment, in case of amount increase or extension of validity (per month during validity)	0.15%, min. EUR 100 / month or subject to individual agreement
Taking up of documents and deferred payment	0,25% min. EUR 150 plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective rule of law
Cancellation of Documentary Credit	EUR 50

## **V c. Guarantees**

### **Advised Guarantees**

Advising of Bank Guarantee issued by another bank (without undertaking any liability on our part) / increase of the amount	0.15%, min. EUR 100, max. EUR 1500
Amendment (except for increase in amount)	EUR 100 / amendment
Preliminary examination of claim documents	EUR 65
Forwarding claims (signature authentication, forwarding via post or SWIFT)	0,20% min. EUR 100
The Bank does not take any responsibility for the acceptance of the claim by the issuing bank or for the compliance of the demand letter.	

### **Issued Guarantees**

Issuance of bank guarantees (per each started month)	0.15%, min. EUR 100 / month or subject to individual agreement
Amendment	EUR 100 / amendment
Amendment, in case of amount increase or extension of validity (per each started month)	0.15%, min. EUR 30 / month or subject to individual agreement
Preparation of guarantee text differing from the standard which may necessitate to contact the beneficiary	EUR 100 / occasion
Issuance of guarantee in two languages	EUR 30 / occasion

### **V d. Others**

SWIFT tracer, signature authentication, verification, other correspondence	EUR 30 / occasion
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<b>VI Other Services</b>	<b>Fee</b>
<b>VI a. Account Statements</b>	
Daily or monthly statement (electronic)	fee of charge
Daily statement (paper)	HUF 10,000 / account / month
Additional daily statement (paper)	HUF 10,000 / account / month
Monthly statement (paper)	free of charge
Monthly statement (paper, additional to the daily statements)	HUF 10,000 / account / month
Interest statement	HUF 10,000 / account / month
Daily or monthly statement via SWIFT (MT 940)	EUR 1 / SWIFT message
Intraday statement after transactions via SWIFT (MT942)	subject to individual agreement
Duplicate account statements at the customers' request	HUF 500 / page
Duplicate account statements over three months	HUF 1,000 / page
<b>VI b. Confirmations (per item)</b>	
Confirmation (balance, execution, etc.)	HUF 750
Cancellation of confirmation request	HUF 750
Cover note, equity capital confirmation (share capital increase, reduction)	HUF 2,000
Urgent confirmation	HUF 2,000
Confirmation of items older than three months	HUF 3,000
Confirmation of banking signatories	HUF 3,000
Monthly Financial Transaction Tax analytics	10.000 HUF / item
Provision of data sheet (for preferential customs contingent application)	HUF 5,000
Bank Information issuance	HUF 7,500
Detailed Bank Information issuance	HUF 15.000
Authorization letter on issuance of bank secret to a third party, as well as modification, cancellation of these	HUF 3,000 / item
Deletion, correspondence due to missing IBAN and/or BIC code, or incorrect beneficiary account number on the order	HUF 3,000
Correspondence, cancellation or amendment due payment instructions containing erroneous or missing data	HUF 3,000
Loan Administration related confirmation (outstanding loans, interest or principal payable notification, repaid interest, etc.)	HUF 5,000
Loan Administration related confirmation of items older than three months (outstanding loans, interest or principal payable notification, repaid interest, etc.)	HUF 10,000
Bank Information for audit purposes	HUF 25,000
SWIFT message copy	HUF 500 / page
Additional SWIFT messages	EUR 15 / message
Cancellation of conversion payment	Depending upon the foreign exchange rate fluctuation
<b>VI c. Electronic Banking Service – ING Online</b>	
Monthly fee of the ING Online service	HUF 3,000+VAT / month (no VAT applicable for non-resident clients)
Installation kit (includes 2 card readers and 2 smart cards)	free of charge
Any additional smart card	HUF 3,000+ VAT / card
Any additional card reader	HUF 4,000+ VAT / card reader
Assistance at Client's location	HUF 10,000+VAT / occasion
Blocking of a smart card	free of charge
Release of blocking on a smart card	HUF 1,000+VAT / occasion
Password replacement	HUF 1,000+VAT / occasion
Posting installation package to the user via courier	courier fee

#### **VI d. Telephone, Telefax and E-Mail Related Services**

Inquiry about incomplete orders to enable execution	HUF 750 / occasion
Fax/e-mail at the customers' request	HUF 500 / page to Hungary HUF 750 / page to abroad
FX rates sent by fax/e-mail at the customers' request	HUF 500 / page
Secure e-mail subscription fee (includes 4 I-identity cards and 1 group mailbox certificate)	EUR 500 / year
Any additional I-identity card	EUR 100
Additional group mailbox certificate	EUR 200
On site implementation support	EUR 500

#### **VI e. Investigation (per item)**

Confirmation of orders with inadequate signature	HUF 1,500
Handling of payment orders with insufficient cover (cancellation at the end of the 3rd day)	HUF 3,000
Amendment /cancellation of payment orders	HUF 3,000
Amendment /cancellation of initiated collections	HUF 3,000
Cancellation of multiple (payment or collection) orders	HUF 10,000 / order files
Investigation of incomplete HUF orders, execution of Recall orders (incoming or outgoing)	HUF 3,000
Investigation of incomplete foreign currency orders (incoming or outgoing)	HUF 7,500
Investigation of items older than three months	HUF 10,000

#### **VI f. Others**

Domestic cash pool service implementation fee	HUF 50.000
Domestic cash pool monthly service fee	HUF 4,000 / participant account
Regional cash pool monthly service fee (based exclusively on individual agreement)	EUR 100 / participating account
Surcharge on payment order subject to non standard (manual) execution (NOSTP items)	HUF 3,000 / item
Execution of the payment order upon the Client request delivered to the Bank after the prescribed COT	HUF 50,000 / request
Photocopies	HUF 250 / page
Copy of Court Registry	HUF 5,000
Pledge transactions with confirmation	subject to separate agreement, but minimum HUF 5,000 / transaction
Safekeeping of amounts	HUF 10,000 / month (after 6 month unsuccessful trial of identification HUF 50,000 / month)
Any other unlisted items	subject to separate agreement
Reopening of closed account with negative balance	HUF 50,000
Courier fee in Budapest	HUF 3,000
Courier fee on countryside	HUF 10,000



# List of Terms and Conditions for Corporate Clients

## ING Bank N.V., Hungary Branch

### Credit, Payments Execution and Value Dates

#### I Execution of HUF Transfer Orders and Value Dates

The Bank shall be obliged to execute transfer orders received only through its electronic banking system, on templates for Hungarian Forint transfers in line with Hungarian regulations. In case of foreign currency transfers, instruction forms provided by the Bank are to be used. These standard form orders may be submitted to the Bank electronically, by mail or by tested fax (only to the fax number 06-1-235-2040). Authorisation card is required in case of orders delivered by messengers. The Bank may require further information before executing transfer or cash withdrawal payment orders regarding the payment orders from the customer, as well as check the data of such payment orders with the customer, according to the contact details provided prior by the customer.

#### 1. Hungarian Forint Transfer

##### In case of in-house payment orders (except for collection orders):

Payment orders filed to the Bank before the applicable deadlines (which is 11:30 for paper based payment orders and 16:00 for electronic payment orders), the Bank executes such payment orders on the day of filing, i.e. debits the payer's account with the amount contained by the payment order.

##### In case of in-house collection orders:

Payment orders filed to the Bank before the applicable deadlines (12:00), the Bank executes such payment orders on the day of filing, i.e. debits the payer's account with the amount contained by the payment order.

##### In case of Intra day GIRO transactions (including multiple payments but not including transfer upon the order of an authority and transfer upon resolution for transfer):

The Bank shall ensure that the amount of the payment transaction is credited to the account of the beneficiary's payment service provider at the latest within four hours after receipt in case of payment orders submitted to the Bank for the execution of a transfer on form or by means of electronic channel (ING Online, SWIFT), with the proviso that after 11:30 (in case of payment orders submitted on form) and after 15:30 (in case of payment orders submitted through electronic channel (ING Online, SWIFT)) payment orders arrived shall be deemed to have been received on the following business day.

In case the opening hours of the clearing system changes the Bank reserves the right to amend the cut off times and execution order of which it informs its Clients.

#### Collection orders:

Payment orders received by the Bank before 11:30 on templates or before 16:00 through the Bank's electronic banking system will be executed on the same banking day. Orders arriving later than these cut-off times will be executed on the next banking day.

##### In case of VIBER transactions:

Payment orders received by the Bank before 11:30 on standard PF1 forms or before 4:00 p.m. through the Bank's electronic banking system will be executed through the VIBER system on the same banking day when the Bank receives such payment orders. Orders arriving later than these cut-off times will be executed on the next banking day.

In case the opening hours of the clearing system changes the Bank reserves the right to amend the cut off times and execution order of which it informs its Clients.

##### In case of postal transactions:

Payment orders received by the Bank before 9:30 a.m. on the Hungarian Post's standard forms will be executed on the same banking day. Orders arriving before 12:30 p.m. through the Bank's electronic banking system will be executed on the same banking day. Orders arriving later than these cut-off times and/or containing errors that can be amended by the Bank will be executed on the next banking day.

In case the opening hours of the clearing system changes the Bank reserves the right to amend the cut off times and execution order of which it informs its Clients.

#### 2. Foreign Currency Transfer (standard FCY payment, EUP transfer, Inter-company payment, ING company payment, LCY payment to abroad)

Foreign currency payment orders (except EUR payments to EGT country) received by the Bank via electronic banking channel before 15:00 (in case of paper based order 11:30 a.m.) will be executed on the indicated value date (earliest on the actual banking day) with spot value (settlement period of two days).

Foreign currency payment orders to EGT country in Euro received by the Bank via electronic banking channel before 15:00 (in case of paper based order 11:30 a.m.) are executed on the indicated value date (earliest on the actual banking day) with spot value (settlement period of one day).

In case of in-house foreign currency transfers the Bank will execute these payments on the indicated value date (earliest on the actual banking day). The applicable cut off time in case of payment receipt by the Bank via electronic banking channel is 16:00, for paper based order 11:30. The same rules should be applied for HUF transfers to abroad as in case of foreign currency transfers (cut-off times, forms, etc.).

**Execution- and Value Dates of Transfer Orders, Collections and Transfers upon the Order of Authority<sup>2</sup> - Electronic**

	<b>COT</b>	<b>Debit</b>	<b>Credit</b>
<b>Intra Bank</b>			
HUF without conversion	T 16:00	T	T
FCY without conversion	T 16:00	T	T
HUF, FCY with conversion	T 16:00	T	T
Collection against HUF account	T 12:00	T	T
Collection against foreign currency account	T 12:00	T	T
<b>To another Bank</b>			
HUF single or multiple transfer without conversion	T 15:30	T	T
Transfers upon the Order of Authority	T 16:00	T	T+1
HUF without conversion via VIBER	T 16:00	T	T
HUF without conversion abroad	T 15:00	T	T+2
EUR without conversion to EGT country	T 15:00	T	T+1
EUR with conversion to EGT country	T 15:00	T	T+1
FCY without conversion	T 15:00	T	T+2 <sup>3</sup>
FCY with conversion	T 15:00	T	T+2 <sup>3</sup>
HUF with conversion via GIRO	T 15:30	T	T
HUF with conversion via VIBER	T 16:00	T	T
HUF with conversion abroad	T 15:00	T	T+2
Urgent FCY <sup>4</sup>	T 14:00	T	T
Urgent FCY <sup>5</sup> with conversion	T 14:00	T	T
Urgent HUF to abroad	T 15:00	T	T

**Execution- and Value Dates of Transfer Orders, Collections and Transfers upon the Order of Authority<sup>3</sup> - Paper Based**

	<b>COT</b>	<b>Debit</b>	<b>Credit</b>
<b>Intra Bank</b>			
HUF without conversion	T 11:30	T	T
FCY without conversion	T 11:30	T	T
HUF, FCY with conversion	T 11:30	T	T
HUF, FCY with conversion (EEC currencies)	T 11:30	T	T
Collection in HUF or FCY without conversion	T 11:30	T	T
Collection in HUF or FCY with conversion	T 11:30	T	T
<b>To another Bank</b>			
HUF without conversion via GIRO	T 11:30	T	T
Transfers upon the Order of Authority	T 11:30	T	T+1
HUF without conversion via VIBER	T 11:30	T	T
HUF without conversion abroad	T 11:30	T	T+2
EUR without conversion to EGT country	T 11:30	T	T+1
EUR with conversion to EGT country	T 11:30	T	T+1
FCY with conversion	T 11:30	T	T+2 <sup>3</sup>
FCY without conversion	T 11:30	T	T+2 <sup>3</sup>
HUF with conversion via GIRO	T 11:30	T	T+1
HUF with conversion via VIBER	T 11:30	T	T
HUF with conversion abroad	T 11:30	T	T+2
Urgent FCY <sup>4</sup>	T 11:30	T	T
Urgent HUF to abroad	T 11:30	T	T

<sup>2</sup> The above conditions are not valid for the collection orders and for the transfers upon the order of authority.

<sup>3</sup> for the following currencies the credit date is T+3: HKD, HRK, ILS, NZD, SGD, THB, ZAR

<sup>4</sup> Only in EUR and USD

<sup>5</sup> Only in EUR and USD

# List of Terms and Conditions for Corporate Clients

## ING Bank N.V., Hungary Branch

### II Execution of the credit entries and value dates

#### 1. Hungarian Forint Credits

##### Through the GIRO System:

The Bank will credit all amounts received in favour of customer accounts either on the same banking day when the Bank is advised that the nostro account of the Bank at the National Bank of Hungary has been credited with the relevant amounts or if the credit day is bank holiday then on the following banking day.

##### Through the VIBER System:

The Bank will credit all amounts received during the operation hours (between 08:00 and 18:00) through the VIBER system in favour of customer accounts either on the same banking day when the Bank is advised that the nostro account of the Bank at the National Bank of Hungary has been credited with the relevant amounts, within two hours from the receipt of the amounts or if the credit day is bank holiday then on the following banking day.

##### Between accounts kept by the Bank:

In case of transfer orders handed in prior to the cut-off times (12 o'clock for paper-based orders and 4 p.m. for electronic orders) the Bank executes the order on the day of acceptance, i.e. credits the beneficiary's account.

For in-house collection orders the Bank shall execute payment orders accepted before 12:00 on the day of acceptance, i.e. debits the payer's account and credits the payee's account.

##### Cash payment:

The Bank credits the amount of the cash paid in at its counters on the day of such payment.

##### Postal transfer orders (credit items):

Based on the amount credited by the Hungarian Post via the VIBER system the Bank credits the amount of the incoming postal transfers on the Client's account either on the same day the Bank's account with the National Bank of Hungary is credited or if the credit day is bank holiday then on the following banking day.

#### 2. Foreign Currency Credits

In case of payment orders in EEC foreign currencies the Bank will credit all amounts received in favour of customer accounts either on the same banking day when the Bank is advised that the nostro account of the Bank has been credited with the relevant amounts or if the credit day is bank holiday then on the following banking day.

In case of payment orders in other foreign currencies the Bank will credit all amounts received before 12.00 a.m. in favour of customer accounts either on the same banking day when the Bank is advised that the nostro account of the Bank has been credited with the relevant amounts or if the

credit day is bank holiday then on the following banking day.

Cash deposits made at the Bank's counters will be credited to the accounts on the same banking day.

#### 3. Cancellation of Payment Orders

The Bank shall execute the cancellation of payment orders solely based on the written, duly signed cancellation request form. In case of payment orders not booked previously, the Bank shall cancel such order based on the Client's request on a best effort basis. In case of payment orders processed and booked in the Bank's systems already the cancellation/collection of the payment is not guaranteed by the Bank and can result in unforeseen cost and time.

The cancellation of the following payment orders cannot be executed by the Bank:

- 1.) VIBER or urgent foreign currency denominated payments;
- 2.) In case the Bank has issued a confirmation on the execution of the payment order previously;
- 3.) In-house transfer.

##### Costs of payment order cancellation:

All costs resulting from the cancellation of the payment orders, (such as the cost resulting from the change in the foreign exchange position), shall be borne by the Client. In case the given payment order has already been processed in the Bank's systems, cancellation of such order might result in additional costs. The cost items arising in the wake of the cancellation of one payment order can be several items and of various reasons.

##### Cancellation not based on Client request:

Payment orders lacking the sufficient cover shall be automatically cancelled, irrespective of the Client ordering otherwise, 3 days subsequent to the relevant value date.

##### Cancellation of multiple payment orders due to lack of sufficient cover:

Multiple payment orders lacking sufficient cover on the value date shall be automatically cancelled. The package sent shall not be processed subsequently.

##### Cut off time for handing in Recall orders:

In case of same day settlement there is no possibility to submit cancellation requests. Executed orders can be recalled by the so called Recall order.

The ordering party can initiate Recall within 30 days and the beneficiary should approve or reject the Recall request within 60 days after payment acceptance.

##### Multiple collection revocation:

The cancellation orders shall be received before 9:00 a.m. on the day before of the receipt of original transfer order.

<b>Execution of the Credit Payments and Value Dates</b>	<b>COT</b>	<b>Credit</b>
HUF without conversion via GIRO	T	On the day when the amount was received by the Bank (i.e., credited on its account held with MNB)
HUF without conversion via VIBER	T 17:00	Within two hours from the receipt of the payments by the Bank
HUF without conversion intrabank	From internal transfer order submitted in time	T
HUF with conversion (EEC currencies)	According to the above types of HUF credit	T
HUF with conversion (EEC currencies)	T	T
FCY items in EEC currencies (conversion and non-conversion items)	T	On the day when the amount was received by the Bank (i.e., credited on its account held with MNB)
FCY items in non-EEC currencies (conversion and non-conversion items)	T 12:00	T

## **ING Client Services**

### **1. Telephone and Telefax Numbers, e-mail address**

In case of general inquiry on our services, please contact our Client Services Department.

Telephone numbers: +36 1 235 8835, +36 1 235 8814, +36 1 235 6737, +36 1 235 8755 (both from Hungary and abroad).

Telefax number: +36 1 235 2040

Central phone numbers: +36 1 235 8800, +36 1 235 8891

E-mail cím: [bank.info.hu@ingbank.com](mailto:bank.info.hu@ingbank.com)

### **Telephone/Telefax number and email contact of Treasury Sales Department:**

Telefon: 235-8500

Telefax: 235-6761

### **2. Services of ING Cards Amsterdam**

In case you have an ING corporate card issued by ING Bank N.V. , please contact our colleagues as per the relevant service agreement.

Contact for ING Corporate Cards Amsterdam:

Client services: +31 (0)10 428 95 81

Back office: [support.corporate.card@ing.nl](mailto:support.corporate.card@ing.nl)

### **3. General Rules**

The Bank's Dózsa György street branch is in disposition for cash and business transactions from 09:00 a.m. to 04:00 p.m.

In case of regular cash deposits of larger amounts (above HUF 10,000,000 or 500 pieces of coin per day), the Bank is authorised to accept such cash deposits only if delivered by security companies and concluded in a separate agreement.

For the postal clearing transactions the Bank will charge to its Clients the actual Posta Zrt. fees, which fees may be modified by Posta Zrt from time to time.

Documentary collections will be handled in accordance with the prevailing conditions of the Uniform Rules for Collections Brochure issued by International Chamber of Commerce.

Documentary Credits will be handled in accordance with the prevailing conditions of the Uniform Customs and Practice for Documentary Credits Brochure issued by International Chamber of Commerce.

The special fees referred to in the electronic banking system utilisation agreements will change according to the new List of Terms and Conditions.

The rates listed in this document apply only to transactions, which can be handled using standard operating procedures.

## **List of Terms and Conditions for Corporate Clients**

Direct costs of the correspondent banks (postage, stamps, cable, SWIFT, telephone, etc.) charged to the Bank as well as fees and charges incurred by the Bank by order of the correspondents will be charged separately.

Special postal handling (courier, etc.) will be charged additionally.

Commissions and charges refused by our customers or which cannot be collected are to the orderer's debit.

The Bank refuses to bear any responsibility for delay, errors, misinterpretations, etc. that may arise from incomplete or unclear instructions.

The Bank reserves its right to modify at any time and at its sole discretion the terms set forth in this List of Terms and Conditions and the range of services.

The Bank will debit - except for the maintenance and other monthly (electronic banking system utilisation and monthly statement) fees - the fees listed above to the Clients' accounts per items daily on the same banking day when such fees arise. Fees related to foreign currency accounts –determined in Forint- are debited by the Bank in the same currency as the account is denominated.

Fees charged for the usage of the electronic banking service shall be debited after the 3rd , but before the 5th banking day of the month after the month that such fees relate to.

ING Bank N.V. is a member of the Dutch Deposit Guarantee Scheme (Deposit Guarantee Scheme). The goal of the Deposit Guarantee Scheme is to protect private individuals and small businesses having deposits with a bank that is under the supervision of De Nederlandsche Bank (DNB). The Deposit Guarantee Scheme ensures a minimum level of protection for deposits that private individuals and small businesses hold with banks in case of a bank referred above is unable to pay. The Deposit Guarantee Scheme guarantees an amount not exceeding EUR 40,000 per person per institution (regardless of the number of accounts), although there is a ten percent deductible for amounts from EUR 20,000 to EUR 40,000. (Since 7 October 2008 the Dutch Minister of Finance has decided to increase the guarantee under the deposit guarantee scheme for a period of one year to EUR 100.000, without deductible). This information on the Deposit Guarantee Scheme shall not be deemed as complete, further terms of and certain exceptions under the Deposit Guarantee Scheme coverage are set forth in the information brochure of the Bank prepared for this purpose and the Bank's General Terms and Conditions.

Based on the point a/ of the (1.) paragraph of article 51 of the Banking Law the Bank shall provide information to the Central Credit Information system about the Client's personal deposit and credit data, which are relating to credit and credit type agreements. The name and the address of the provider of Central Credit Information system: Bankközi Informatika Szolgáltató Zrt. (1025 Budapest, Mártonffy utca 25-27.)

#### **4. Amendments**

The Bank may unilaterally amend the conditions contained by the present List of Terms and Conditions – also to disadvantage of the Client - in case of the change of the following conditions and circumstances:

Introducing of a new service; a change in the local and international financial market conditions, a change of law, change of law taxation rules, change of law Authorities' directions, change of the bank's business policy, a change in the risk of the service provided by the Bank or in the risk of the Client; lack of quotation on any interest quotation date in relation to the reference interest for the given interest period; any increase in the cost to the Bank regarding the Agreement due to the compliance by the Bank with either any relevant (i) Hungarian or Dutch law, administrative or central bank action or regulation, or change in the judicial or administrative interpretation thereof or (ii) any existing or future request from any central bank or authority; the separation of the base interest from the Bank's source costs; increase of the base interest; increase of the country risk (downgrading by a rating agency); increase of the CDS ('Credit default Swap') price of Hungary; change in the relevant exchange rate; changes in the conditions applied in the inter-bank market; changes in the service conditions of third persons used by the Bank to provide its services; extra costs of infrastructural developments emerged at the Bank due to providing of the service, improve of the service, introduction of a new service; extra costs emerged at the Bank due to the change in the purchase costs of assets or applications utilized by the Bank to provide the service; an increase in the service prices of the cash-transporting and cash-processing companies utilized by the Bank; an increase in the cash-handling prices charged by the Hungarian National Bank; extra costs emerged at the Bank due to new money- handling or money-processing regulations; changes in the conditions of international card companies' services utilized by the Bank to provide bank card services; in case of outsourced services, the fee and cost amendments introduced by the third companies providing such outsource service; change in the service conditions of third persons used by the Bank to provide bank card services; change in the purchase price of assets or applications utilized by the Bank to provide the bank card service; furthermore extra costs emerged at the Bank due to the following reasons: the utilization of the loan in non-compliance with the original purpose, a decrease in the value of the security or guarantee, a change in the qualification of the Client by an external credit rating agency, a deterioration of the financial indicator numbers (especially, but not limited to the trading profit/loss, own equity, or external debts) of the Client, or its owner defined in the contract or its mother company (as mother company is defined in the Accounting Act); the failure of providing the Bank with the accountings; and other conditions and circumstances set out in the Bank's General Terms and Conditions ("**Üzletszabályzat**"), the Bank's relevant general terms and the agreement concluded by and between the Bank and the Client.

Otherwise to the amendment of this List of Terms and Conditions, the stipulations of the Bank's General Terms and Conditions ("**Üzletszabályzat**"), the Bank's relevant general terms and the agreement concluded by and between the Bank and the Client shall be applied.

Type of service	Fee
Administration fee of any request received after the cease of the client relationship	HUF 10,000
Administration fee of any request received 3 month after the cease of the client relationship	HUF 20,000
Administration fee of any request received 1 year after the cease of the client relationship	HUF 30,000

ING Bank N.V. Hungary Branch

Head Office: 1068 Budapest, Dózsa György út 84/B., Hungary

Address: Pf. 320, H-1461 Budapest

Telephone: (36 1) 235 8800, (36 1) 321 8700

Fax: (36 1) 235 0159, (36 1) 269 6447

SWIFT: INGBHUHB

Code Reuters: INGA

Registered at Metropolitan Court

Reg. No. 01-17-000547

The activities of ING Bank N.V. Hungary Branch are listed in the notification No. 40468/4/2008 issued by the Hungarian Financial Supervisory Authority