

Business Conditions

regarding postal money circulation services related to bank account

In force as of 2 February, 2009

1. Subject of the service

- 1.1 In the frame of postal money circulation services related to bank account, Citibank Europe plc Hungarian Branch Office (hereinafter referred to as: the Bank; hereinafter the Bank and the Client are separately referred to as: Party, jointly: the Parties) provides the Client with the following services:
 - a) crediting the bank account of the Client kept with the Bank with the payments initiated by cash transfer order / express cash transfer order in a post office in favour of the Client's bank account by the Bank,
 - b) providing the Client with the detailed data resulting from the payment, forwarded by Magyar Posta Zrt. to the Bank (hereinafter referred to as: the Post),
 - c) co-operation in the production and qualification of the cash transfer order / express cash transfer order printed form ('postal check'), done by the Post (hereinafter jointly referred to as: Postal money circulation services).
- 1.2 The Bank provides and performs the Postal money circulation services in compliance with the present Business Conditions, the General Business Conditions of Money Circulation Services - General Business Conditions of the Post, the relevant agreement concluded by and between the Post and the Bank and the prevailing legal provisions.
- 1.3 The Bank is not liable for the services provided by the Post, for any delay or default related to these.

2. Utilization of the service

The Client may use the Postal money circulation services provided by the Bank based on the submittal of the request form - accepted by the Bank in contents and form - to the Bank and on the acceptance of the request by the Bank. The present Business Conditions and the request as per the present clause constitute jointly the contract related to Postal money circulation services concluded by and between the Bank and the Client (hereinafter referred to as: the Contract).

3. Crediting the payments initiated in a post office by cash transfer order / express cash transfer order in favour of the Client's bank account by the Bank

- 3.1 The Bank credits the amounts arising from the payments processed by the Post and forwarded to the Bank regarding the given postal settlement day on the Client's bank account in one sum.
- 3.2 If the Client identifies its partners using cash transfer order / express cash transfer order by payer identification numbers, the Client is obliged to ensure that the payer identification number is indicated on the cash transfer order / express cash transfer order prior to the payment. The relevant provisions of the Post shall prevail for the generation the payer identification number.
- 3.3 The Bank is not liable for any delay or damage suffered by the Client or by any third party arising from the inaccurate filling in or illegibility of the cash transfer orders or from indicating an erroneous payer identification number.
- 3.4 The Bank is entitled to reverse the amount of the express cash transfer already credited on the client's bank account before its actual value date in case the cover is not received by the Bank from the Post before the VIBER closing time on the day of the provision of the data related to the actual transaction.

4. Providing the Client with the detailed data related to payment and forwarded by the Post to the Bank

- 4.1 The Bank receives the detailed data related to the payments initiated by cash transfer orders / express cash transfer orders in favour of the Client's bank account and forwarded by the Post (hereinafter referred to as: the Data) and provides the Client with these detailed data on banking days, itemized per postal settlement days, in the manner specified in clause 4.2.
- 4.2 The Client is obliged to specify in the request as per clause 2. in which form of the methods listed below the Data forwarded by the Post shall be put at its disposal:
 - a) paper based, in the form of a printed letter or
 - b) via CitiDirect system, in displayable and printable electronic mail format (HTML), or
 - c) via CitiDirect system, in electronic database format (ASCII file).The Client may only specify one method of forwarding at the same time.
Bank provides data regarding the express cash transfer orders via CitiDirect in ASCII file format.
- 4.3 Providing the Data in electronic manner as per clauses 4.2 b) and c) is performed via CitiDirect electronic banking system in the frame of the service specified in clause 1.1.1 a) of the CitiDirect Business Conditions. With regard to this, these data forwarding methods may be used by the Client if the Client has a valid CitiDirect contract concluded with the Bank, furthermore it requests the service, simultaneously with the conclusion of the Contract, with a duly filled in CitiDirect user request form related to it.
- 4.4 The data forwarding method as per 4.2 c) may only be requested by Clients in disposal of a postal identification number.
- 4.5 The Bank is not allowed to modify the Data sent by the Post, neither upon request of the Post nor upon request of the Client.
- 4.6 The Bank is not liable for the contents and accuracy of the Data forwarded by the Post, furthermore is not obliged to examine the accuracy of such Data.

5. Co-operation in the production and qualification of the cash transfer order form / express cash transfer order ('postal check') done by the Post

- 5.1 The Bank – upon request of the Client as per clause 2. – on behalf and in the name of the Client orders from the Post
- a) the production of the cash transfer order / express cash transfer order form and/or
 - b) in case of form types OC31 and OC32, the qualification of the specimen of these by the Postal Clearing Center, informing the Client of the result of such qualification.
 - c) the authorization on the use of express cash transfer order service by Post Clearing Centre (Posta Elszámoló Központ). The Client receives the authorization via the Bank.
- 5.2 The Post produces and qualifies the cash transfer order / express cash transfer order forms in accordance with its General Business Conditions as in force from time to time. In the course of the Postal money circulation services specified in clause 5., the Bank only co-operates in ordering these services upon request of the Client and it does not execute any other activity.
- 5.3 The Client, by requesting the Postal money circulation services specified in clause 5., authorizes the Bank to order the services as per clause 5.1 on behalf and in the name of the Client, simultaneously grants its express consent to the Bank to hand over and forward to the Post all data necessary to use and fulfil these services, especially the request as per clause 2.
- 5.4 The applicable fee of the services provided by the Post as per clause 5.1 – excluding the fee charged by the Bank for the co-operation – is determined by the Post, payable to the Post on the basis of the invoice issued to the Client's name and sent directly to the Client by the Post.
- 5.5 The Client undertakes the obligation to fulfil all obligations related to the service ordered by the Bank based on the request of the Client as per clause 2., especially pays the fee of the service and settles the invoice issued thereof.
- 5.6 The Post sends the produced cash transfer order / express cash transfer order forms directly to the Client. It is the task of the Client to put the cash transfer order / express cash transfer order forms at the disposal of its partners using cash transfer order / express cash transfer order.

6. Direct postal information

- 6.1 The Client or payer may address its claim for information and data supply, related to any postal payments not credited on the account of the Client, directly to the Post as well, in the manner defined in the General Business Conditions of the Post.
- 6.2 The Client may receive information about the conditions of payment initiated by cash transfer order / express cash transfer order, the postal clearing system and the related technical circumstances (range of applicable forms, way of filling them in, other particularities of using them, etc.) directly from the Post.

7. Fee of Postal money circulation services

- 7.1 The Bank charges the applicable fee for the Postal money circulation services as per the List of Conditions applicable for the Client as in force from time to time. Furthermore the Bank is entitled to charge automatically the Client's bank account affected by Postal money circulation services with all fees and charges invoiced by the Post to the Bank in connection with the utilization of the Postal money circulation services.

8. Termination of the Contract

- 8.1 The Client and the Bank conclude the Contract for an indefinite period of time. Both the Bank and the Client may terminate the Contract in writing, with 15 days' notice, addressed to the other Party, without stating its reasons.
- 8.2 In case the Client committed a breach of contract the Bank is entitled to terminate the Contract and/or any of the individual Postal money circulation services with immediate effect or to suspend providing any of the individual Postal money circulation services by a written notice addressed to the Client.
- 8.3 If the Client uses electronic data forwarding for cash transfer order as per clauses 4.2 b) or c) and its CitiDirect contract is terminated, the Bank automatically provides the data forwarding service as per clause 4., without any further legal statement of the Parties – unless otherwise instructed by the Client – paper based in the form of a printed letter sent to the postal address of the Client registered by the Bank as per clause 4.2 a).
- 8.4 The Contract is automatically terminated without any further legal statement of the Parties if the Client's bank account affected by Postal money circulation services is ceased.

9. Amendment of the Contract

The Bank is entitled to amend the conditions of the Contract unilaterally due to the introduction of a new service, change or termination of an existing service, change of the applicable laws or of the risks or for any other reason deemed necessary by the Bank. The Bank notifies the Client 15 days before the amendment comes into force by displaying the wording of the amendment in its premises accessible to Clients.

10. Applicable law and legal disputes

- 10.1 In all matters not regulated in the Contract, the Corporate Banking General Business Conditions of the Bank, the provisions of the List of Conditions applicable for the Client and the prevailing laws of the Republic of Hungary shall prevail. In case of electronic data forwarding specified in clauses 4.2 b) and c) the provisions of the CitiDirect contract shall also be applied accordingly.
- 10.2 In case of any legal disputes that may arise relating to the Postal money circulation services between the Bank and the Client the Bank and the Client shall submit to the exclusive jurisdiction of the Central District Court of Pest (PKKB), or of the Metropolitan Court of Budapest, depending on the value of litigation.