



## BUSINESS TERMS AND CONDITIONS

of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations

Effective from: 1 January 2020

## I. Glossary

For the purposes of these Business Terms and Conditions and the rules contained in their annexes

1. **MNB:** the Magyar Nemzeti Bank;
2. **Client:** a legal entity with whom the MNB concluded a bank account contract and for whom it maintains a forint bank account (hereinafter: Account Holder Client), as well as the cash-in-transit organisation (hereinafter: CIT Client);
3. **NHTO operator client:** a Client with which the MNB concluded a contract for the management of the CHTO;
4. **NHTO member client:** an Account Holder Client with which the MNB concluded a contract for nightly notes held to order;
5. **cash-in-transit (CIT) organisation:** an organisation performing the money processing activity as defined in Section 3(2)c) of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises;
6. **exchange deadline:** the date determined taking into account the deadlines in an MNB notice published before 1 May 2004 (hereinafter: MNB notice) or in accordance with the deadlines set forth in Article 23(3) of Act CXXXIX of 2013 on the Magyar Nemzeti Bank (hereinafter: MNB Act), until the banknotes and coins withdrawn from circulation can be exchanged into legal tender at the MNB;
7. **cash drawing voucher:** a strict accounting form needed for cash drawing from the forint bank account maintained by the MNB for the Account Holder Client, which is asked for by the Account Holder Client from the MNB;
8. **banknotes and coins:** forint banknotes and forint coins in circulation issued by the MNB as well as forint banknotes and forint coins withdrawn from circulation but still exchangeable to legal tender, including commemorative banknotes and commemorative coins;
9. **fit banknote:** a genuine banknote that is suitable for banknote recirculation on the basis of the criteria set forth in the MNB Decree on the processing and distribution of banknotes and on technical tasks relating to the protection of banknotes against counterfeiting;
10. **banknotes and coins withdrawn from circulation:** banknotes and coins no longer qualifying as legal tender, specified as such in an MNB notice or MNB decree;
11. **unfit banknote:** a genuine banknote that is unfit for recirculation according to the criteria set forth in the MNB Decree on the processing and distribution of banknotes and on technical tasks relating to the protection of banknotes against counterfeiting, not including banknotes withdrawn from circulation, damaged chemically (by chemical agents), biologically or as a result of the operation of security equipment used for preventing theft of money, soiled by paint and unsuitable for mechanical processing or incomplete in any way;
12. **incomplete banknote:** a genuine banknote unfit for circulation pursuant to points 4.5 and 4.6 of Annex 1 of the MNB Decree on the processing and distribution of banknotes and on technical tasks relating to the protection of banknotes against counterfeiting;
13. **damaged banknote:** a genuine banknote whose state has changed as a result of a physical (mechanical) or chemical effect, or in any other way (e.g. banknotes damaged chemically (by chemical agents), biologically or ones unsuitable for mechanical processing as a result of the operation of security equipment used for preventing theft of money, soiled by paint, punched or washed);
14. **suspicious banknote:** as defined in the MNB Decree on the processing and distribution of banknotes and on technical tasks relating to the protection of banknotes against counterfeiting;
15. **banknote bundle:** a packaging unit containing 1000 banknotes of the same denomination and same quality in terms of fitness for circulation;
16. **banknote depositing unit:** at least 1000 and at most 20,000 banknotes of the same quality in terms of fitness for circulation, packaged as specified in Annex 3 of these Business Terms and Conditions;
17. **banknote withdrawal unit:** the banknote bundle or a packaging unit containing several banknote bundles;
18. **containerised banknote depositing unit (hereinafter: container):** at least 20,000 and at most 250,000 banknotes of the same quality in terms of fitness for circulation containing one or more Account Holder Clients' banknote deposits packed in a container as determined in Annex 3 of these Business Terms and Conditions by the CIT Client acting on behalf of the Account Holder Client(s);
19. **standard container:** in the case of banknotes with a face value of HUF 20,000: a container containing 100,000 and 200,000 banknotes with a face value of HUF 20,000; in the case of other banknote denominations: a container containing 200,000 banknotes of the same denomination;

20. **coin distribution unit:** coins of one denomination with the quantity and packaged as determined in Annex 3 of these Business Terms and Conditions;
21. **summary handover-takeover:** cash handover and takeover based on the information carried by the barcode and serial number on the closing tape placed on the packaging as well as the comparison of the banknote and coin depositing or withdrawal units and the number of containers with the data or packing list submitted through the WebeC;
22. **wholesale cash operations:** cash operations during which the MNB takes over or hands over banknote and coin depositing or withdrawal units, containers or quantities of banknotes and coins amounting to the integer multiple of them from or to the Client;
23. **grouped lodgement:** a wholesale cash operation during which the MNB takes over a container (containers) complying with Annex 3 for crediting to a bank account from the Account Holder Client or the CIT Client acting on behalf of the former;
24. **grouped withdrawal:** a wholesale cash operation during which the MNB performs withdrawal in standard container(s) debiting a bank account. A standard container may be used for satisfying the withdrawal needs of several Clients;
25. **money requiring special treatment:** banknotes and coins withdrawn from circulation, incomplete banknotes, hard-to-recognise as well as damaged banknotes and coins, and also commemorative banknotes and coins;
26. **exchange:** a collective noun for the exchanges carried out within the framework of wholesale cash operations and with money requiring special treatment. The amounts paid in and paid out are typically equal in the case of an exchange. In terms of the denomination composition of the 'in' and 'out' sides of an exchange, it can be for the same denomination (exchange for the same denomination) and for different denominations as well (denomination exchange).
27. **coins held to order (CHTO):** money owned by the central bank, for the handling of which the MNB concludes a contract with its Client. The holding can be performed in coin denominations;
28. **nightly notes held to order (NHTO):** central bank owned processed banknote stock, which is created by crediting the amount of the collateral up to the limit determined in the contract concluded with the MNB, on the basis of the relevant instructions given by the Account Holder Client, to a subaccount of the Account Holder Client opened for the Account Holder Client for this purpose, which cannot be freely used by the Account Holder Client and which ceases to exist on the next working day as a result of an automatic debiting of the subaccount;
29. **WebeC:** an application based on Internet technology offered by the MNB on the closed network of GIRO Zrt. With the help of the WebeC, the Client launches the electronic documents related to cash transactions to be initiated at the MNB and the stock reports concerning the CHTO, as well as may have access to and may download the confirmations sent in response;
30. **BKP (client relationship management system for NHTO transactions):** an application based on Internet technology and provided by the MNB on the closed network of GIRO Zrt. for the purpose of submitting orders for the replenishment of the NHTO and forwarding the messages confirming their fulfilment.

## II. General provisions

### 1. Scope of the Business Terms and Conditions

- 1.1. These Business Terms and Conditions contain the general contract terms and conditions of transactions performed between the MNB and the Client in cash (regarding banknotes and coins), on the basis of a payment order<sup>1</sup> or an order not related to a bank account.
- 1.2. In respect of issues not regulated in these Business Terms and Conditions,
  - 1.2.1. concerning Account Holder Clients the bank account contract concluded with them, the Business Terms and Conditions for bank accounts managed by the MNB and for settlements in forint and foreign exchange transactions as well as the provisions of law mentioned in point 1.3,
  - 1.2.2. concerning CIT Clients the provisions of law mentioned in point 1.3 are prevailing.
- 1.3. The MNB carries out the cash transactions within the framework of the prevailing provisions of law, particularly in conformity with the Civil Code, the MNB Act and the relevant, prevailing provisions of law concerning the technical tasks related to the processing and distribution of banknotes and coins and their protection against counterfeiting, payment transactions as well as the prevention of money laundering and terrorist financing.
- 1.4. The MNB is at the disposal of Clients with the cash transactions listed below:
  - 1.4.1. in the case of an Account Holder Client:
    - depositing and withdrawal of banknotes and coins fit for circulation to the credit and debit of bank accounts as well as their denomination exchange,
    - exchange of commemorative banknotes and coins into money in circulation,
    - crediting unfit banknotes to bank account and their exchange,
    - crediting to bank account and exchange of banknotes and coins withdrawn from circulation and exchangeable to legal tender,
    - crediting of incomplete banknotes to bank account and their exchange,
    - crediting to bank account and exchange of hard-to-recognise and damaged banknotes, especially ones soiled chemically (by chemical agents), biologically or as a result of the operation of security equipment used for preventing theft of money, as well as
    - crediting to bank account and exchange of hard-to-recognise and damaged coins.
  - 1.4.2. in the case of CIT Clients:
    - denomination exchange of banknotes and coins fit for circulation,
    - exchange of commemorative banknotes and coins into money in circulation,
    - exchange of unfit banknotes,
    - transfer to bank account of the countervalue and exchange of banknotes and coins withdrawn from circulation and exchangeable to legal tender,
    - transfer of the countervalue of incomplete banknotes to bank account and their exchange,
    - transfer of the countervalue to bank account and exchange of hard-to-recognise and damaged banknotes, especially ones soiled chemically (by chemical agents), biologically or as a result of the operation of security equipment used for preventing theft of money, as well as

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<sup>1</sup> See: the provision of point 1 of the Business Terms and Conditions for bank accounts managed by the Magyar Nemzeti Bank and for settlements in forint and foreign exchange transactions defining the concept of payment order.

- transfer to bank account of the countervalue of hard-to-recognise and damaged coins as well as their exchange.
- 1.4.3. Within the framework of the cash transactions defined in subpoints 1.4.1 and 1.4.2 of this point, the MNB does not perform any denomination exchange of banknotes to banknotes of other denominations, while it performs depositing and withdrawing of coins to the credit and debit of bank accounts as well as denomination exchanges from banknote to coin, from coin to banknote and from coin to coin exclusively through and regarding the CHTO under subpoint 1.5 of this point for Clients and for NHTO operator clients.
- 1.5. The MNB provides coins held to order and nightly notes held to order for Clients, in accordance with the provisions of Chapters IV and V as well as the contract terms and conditions made public in Annexes 8 and 9 of these Business Terms and Conditions.

Clients are entitled to initiate the concluding of the contract for CHTO and NHTO at the MNB's Directorate Cash Logistics in writing.

## **2. The location of cash transactions and the opening hours**

- 2.1. During the opening hours, the MNB is at the disposal of Clients with cash transactions at the following locations:
- 2.1.1. General location: MNB Logistics Centre, Cash Supply Department of the Directorate Cash Logistics (1239 Budapest, XXIII. ker. Európa út. 1.)
- 2.1.2. Emergency distribution locations if operational risk events take place that make the approaching of the MNB's Logistics Centre impossible: MPT Security Zrt. 1152 Budapest, Telek u. 5.; CRITERION Kft. 1139 Budapest, Rozsnyai út 21–25.
- 2.1.3. The method of performing cash transactions at emergency distribution locations by the MNB is described in Annex 6 of these Business Terms and Conditions.
- 2.2. The MNB's general opening hours for the individual cash transactions are as follows:
- 2.2.1. With the exceptions under points 2.2.7 and 2.2.8, the cash transactions initiated on the WebeC before 16.00 hours for banknotes placed in containers or standard containers are performed by the MNB on working days between 9.00 and 21.00 hours.
- 2.2.2. With the exception under point 2.2.7, the cash transactions initiated on the WebeC before 16.00 hours for banknote depositing units, banknote withdrawal units or their integer multiples are performed by the MNB between 9.00 hours and 21.00 hours on Tuesdays, or if a given Tuesday is not a working day, on the previous working day, which is not a Saturday. If the number of banknotes in a banknote depositing unit reaches the size of a container, the depositing operation has to be carried out in a container.
- 2.2.3. With the exception under point 2.2.7, the cash operations related to money requiring special treatment initiated on the WebeC before 16.00 hours are performed by the MNB between 9.00 hours and 21.00 hours on Thursdays, or if a given Thursday is not a working day, on the previous working day, which is not a Saturday.

- 2.2.4. With the exception under point 2.2.8, the orders forwarded by NHTO member clients through the BKP on working days between 14.00 and 16.00 hours according to subpoint 1.3 of Chapter V are accepted and fulfilled by the MNB in line with subpoint 1.4 of Chapter V.
- 2.2.5. With the exception under point 2.2.7, the cash operations initiated on the WebeC before 16.00 hours for coins held to order between the MNB and the NHTO operator client are performed by the MNB between 9.00 hours and 21.00 hours on Wednesdays, or if a given Wednesday is not a working day, on the previous working day, which is not a Saturday.
- 2.2.6. With the exception under point 2.2.8, the transactions initiated in coins held to order between NHTO operator clients and other Clients on the WebeC on working days between 9.00 and 16.00 hours are settled by the MNB in line with subpoints 1.3 and 1.4 of Chapter IV.
- 2.2.7. When extraordinary opening hours are not required, the cash transactions notified by the Client on the WebeC by the deadline defined in points 2.2.1–2.2.3 and 2.2.5 but not started in terms of physical implementation until 16.00 hours are performed by the MNB between 16.00 and 21.00 hours for an extra charge if the Real-time Gross Settlement System (hereinafter: VIBER) doing the accounting of monetary movements is available.
- 2.2.8. On working days falling on a Saturday pursuant to the legislation concerning the changes in the working days around bank holidays, the general opening hours of the MNB are as follows:
- the MNB performs the banknote depositing and withdrawal operations notified on the WebeC until 13.00 hours if the physical implementation of the transaction starts before 14.00 hours;
  - the MNB accepts and fulfils the orders forwarded by an NHTO member client on the BKP between 11.00 and 13.00 hours according to subpoint 1.3 of Chapter V in line with the provisions of subpoint 1.4 of Chapter V;
  - the MNB settles the transactions initiated between 9.00 and 13.00 hours in the coins held to order between the NHTO operator client and other Clients on the WebeC, in line with subpoints 1.3 and 1.4 of Chapter IV.
- 2.2.9. For the purposes of this subpoint, the parking of the transport vehicle into the lock-gate is considered the starting of the physical performance of the transaction. When there is more than one transport vehicle belonging to the same shipment, the time of the parking of the last vehicle is authoritative.

All transport vehicles must leave the MNB's Logistics Centre by 21.00 hours at the latest.

2.3. The rules of extraordinary opening hours are contained in Annex 4 of these Business Terms and Conditions, while the forms to be used are shown in Appendices 1 and 2 to it.

2.4. The Magyar Pénzverő Zrt. (Hungarian Mint Ltd.) is at the disposal of Clients for the exchanging of commemorative money into money in circulation at the following location and according to the general opening hours:

1054 Budapest, Báthory u. 7.  
Telephone: +36-1-800-8110  
Fax: +36-1-800-8113, 210-4448  
e-mail: coins@hu.inter.net

Opening hours:

M-Tue-W-F: 9.00 – 15.30  
Thu: 9.00 – 17.30

### 3. Responsibility and secrecy

3.1. The MNB assumes responsibility for the safe-keeping of the cash from the moment of taking over the cash from the Client and until the moment of handing it over to the Client.

- 3.2. The MNB is not liable for damages resulting from unavoidable reasons beyond the MNB's control, following in particular from act of God, domestic or foreign provisions of law or regulatory provisions, refusal or late granting of necessary permits or approvals by authorities, delayed submission or lack of other necessary documents as well as defective or incorrect data provision.
- 3.3. All the information that comes to the MNB's knowledge concerning the Client in the course of its cash transactions is treated by the MNB as bank secret, and – with the exception of cases regulated in separate provisions of law – the MNB discloses it to third persons only if authorised to do so by the Client in a public document or private document with full probative force, precisely defining the scope of disclosable bank secrets relating to the Client.
- 3.4. The accounting records and documents concerning the acceptance and fulfilment by the MNB of the Client's orders related to cash transactions are forwarded by the MNB in the case of the Client's written consent as set forth in Annex 10 of these Business Terms and Conditions, in order to maintain business continuity, upon the request of the Client in a non-encrypted electronic letter to the e-mail address given by the Client in the aforementioned declaration.

#### **4. Fees and extra charges**

- 4.1. The fees and extra charges for cash transactions as well as the rules relating to their payment are made public by the MNB in announcements on its website.
- 4.2. The MNB is entitled to change the provisions of the announcements unilaterally, obeying the rules of amending these Business Terms and Conditions.

#### **5. The WebeC and the BKP**

- 5.1 With the exceptions described in the second paragraph of this subpoint, in the case of normal course of business Clients may give orders concerning cash transactions only through the WebeC. The MNB notifies the Clients about the receipt of the order and the scheduling of the performance through the WebeC.

An NHTO member client may give an order for the replenishment of the stock on the BKP, and the MNB notifies the NHTO member client about the receipt and fulfilment of the order through the BKP.

- 5.2. The WebeC and BKP applications are provided by the MNB for the Client through GIRONet, the closed network of GIRO Zrt. Logging in to the WebeC and the BKP and the signing (authentication) of electronic messages is done by using the GIROLock certificates issued by the service provider GIRO Zrt.
- 5.3. During the use of the WebeC and the BKP only the electronic messages signed with the valid GIROLock certificate are valid. The addressee is obliged to check the existence and validity of the electronic signature immediately after the receipt of the message. Until the withdrawal of the certificate is made public by GIRO Zrt., the given certificate is considered valid by the parties.
- 5.4. Except as provided by the second paragraph of this subpoint, cash movements concerning the bank account are entered into the books on-line in the VIBER system.  
  
Cash movements affecting the subaccount under subpoint 1.4 of Chapter V of the NHTO member client are entered into the books on-line in the MNB's InFoRex account management system.
- 5.5. The MNB is not responsible for any discontinuities of the WebeC and BKP services and for any ensuing damages.
- 5.6. Further rules concerning the WebeC and the BKP are contained in Annex 1 of these Business Terms and Conditions.

## 6. Other general provisions

- 6.1. The MNB carries out a cash transaction for a CIT Client and accepts an Account Holder Client's containerised banknote deposits from the CIT Client acting on behalf of the former if the CIT Client sends the duly signed Declaration defined in Annex 2 of these Business Terms and Conditions to the MNB.
  - 6.1.1. The CIT Client shall attach the following to the Declaration:
    - authorisation letter – ensuring the right of submitting a collection order based on an authorisation letter for the MNB and tying the right of withdrawal to the MNB's prior consent – received by the credit institution that manages the bank account of the CIT Client (if the Client has more than one bank account, an authorisation letter has to be attached for each of its bank accounts),
    - specimen signature certified by a notary public.
  - 6.1.2. The CIT Client assumes an obligation in the Declaration to comply with the rules in the prevailing Business Terms and Conditions, notify the MNB in writing about the changes concerning its bank account and in the persons acting on its behalf within 5 working days as well as an obligation that it will not withdraw the letter that authorises the MNB to submit a collection order without the MNB's prior consent. Should the CIT Client breach any of its obligations set forth in the Declaration, the MNB's cash transactions will not be available any longer (except for the mandatory cash transactions to be performed by the MNB pursuant to the MNB Act), and the MNB will not accept the Account Holder Client's containerised banknote deposits from the CIT Client.
- 6.2. The Client's mandatory identification is carried out by the MNB in the cases regulated by law in line with the prevailing provisions regarding the prevention of money laundering and terrorist financing, thus especially when establishing business contacts as well as in the cases of cash transactions reaching or exceeding the limit amount set forth in the currently valid legislation.
- 6.3. While the business relations subsist, the Client shall notify the MNB about the changes that take place in the data given during the identification and regarding the identity of the actual owner within 5 working days from gaining knowledge of the fact.
- 6.4. In carrying out cash transactions concerning the Client, his proxies may also act on behalf of the Client at the MNB.
  - 6.4.1. The Client shall forward the data of the organisation or person acting on its behalf through the WebeC, in core data authenticated with GiroLock certificate.
  - 6.4.2. In the case of an authorisation given to a natural person the core data shall include the name of the proxy, the description and number of his personal identification document as well as the identifier of the certificate (DN).
  - 6.4.3. The Client shall ensure that the people acting on its behalf in the physical implementation of the cash transactions in the premises of the MNB comply with the MNB's occupational safety and fire protection rules.

The lifting tables installed in the lock gates shall only be operated by people that are entitled to operate the elevating equipment in line with the relevant legislation and have been entrusted with this task. Therefore, the Client shall provide at least one person per shipment who has the necessary qualifications for operating the lifting equipment. The MNB does not examine the appropriate qualifications of the designated personnel and whether their required medical fitness tests have been carried out, which, together with informing the persons participating in the delivery and assigning the authorised persons, is the responsibility of the Client. The practical training of the persons designated by the Client relating to the lifting equipment installed in the premises of the MNB is carried out and documented by the MNB.



- 6.4.4. The Client shall forward the information about the changes in its proxies through the WebeC, in core data authenticated with GiroLock certificate.
- 6.4.5. Except as provided by the second paragraph of this subpoint, the Client shall be directly and fully responsible for the person(s) and organisation(s) acting on its behalf.

In the case of containerised banknote depositing, the Client that directly notifies the MNB about the transaction through the WebeC (the Client indicated as processor regarding the packaging unit) shall be responsible for the difference established by the MNB during the processing of the deposited banknotes, including the extra charge for the difference.

- 6.5. Should the CIT Client fail to meet its payment obligation existing on the basis of these Business Terms and Conditions as set forth in the notice containing the fees and extra charges for cash transactions as well as the rules concerning their settlement system, the MNB's cash transactions will not be available any longer for the CIT Client (except for the mandatory cash transactions to be performed by the MNB pursuant to the MNB Act), and the MNB will not accept the Account Holder Client's containerised banknote deposits from the CIT Client.
- 6.6. The Client either accepts the conclusions put down in the minutes drawn up by the MNB during the performance of the cash transactions or may request the inspection of the video recording made about the processing as set forth in point 1 of Chapter VII.
- 6.7. Unless otherwise provided for in these Business Terms and Conditions, the Directorate Cash Logistics shall act on behalf of the MNB during cash transactions.
- 6.8. During the exchange of commemorative money into money in circulation, the Hungarian Mint Ltd. acts on behalf of the MNB.
- 6.9. The Client shall ensure the legitimate transfer of the personal data that it transfers. Personal data are processed by the MNB as follows.
  - 6.9.1. The MNB shall process the personal data provided by the Client or brought to the knowledge of the MNB in any other way or obtained by the MNB in any other way or from any other source and managed in its records during the existence of the legal relationship in relation to the performance of cash transactions falling within the scope of these Business Terms and Conditions and to the termination of the legal relation between the MNB and the Client confidentially, in accordance with the prevailing legislation, ensuring proper data protection and data security.
  - 6.9.2. During its data processing activity, the MNB acts in accordance with the provisions of the legislation governing the processing of personal data and the activity of the MNB, including in particular 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, Act CXII of 2011 on the Right to Informational Self-determination and on the Freedom of Information and the MNB Act, as well as of these Business Terms and Conditions and the contractual declarations based on them, and also in accordance with the internal rules, regulations and information concerning the protection of the personal data transferred by the Client.
  - 6.9.3. During the performance of its activity, the MNB shall proceed in respect of the data processing considering the following principles:
    - it shall process the personal data in its possession lawfully, fairly and in a transparent manner in relation to the data subject;
    - it shall process personal data only for specified and explicit purposes, with a view to exercising rights and discharging obligations;
    - it shall process the volume of data truly necessary for the performance of its activity; it will control and process only such personal data that are essential and suitable for realising the purpose of the data processing;

- it shall pursue its data processing activity only to the degree and for the period specified in the laws and necessary for the realisation of the purpose; upon the expiry of the statutory conditions and the purpose, it shall delete, or – if it has the opportunity – anonymise the data;
- it shall ensure the accuracy and completeness, and – when it is necessary in view of the data processing – the up-to-dateness of the data, as well that the data subject can be identified and related to the data only for the period necessary for the purpose of the data processing;
- it shall – bearing in mind the prevailing technology, the costs of implementation, the nature, scope, circumstances and purpose of its data processing activity, as well as the risks of varying probability and severity – develop and formulate such technical and organisational measures that provide adequate guarantee for the MNB’s compliance with the relevant statutory requirements;
- when performing its activities related to data processing, it shall pay special attention to ensuring, by default, compliance with the data protection requirements, and the confidential processing of personal data as a secret;
- it shall ensure that compliance with the aforementioned principles and the MNB’s data processing activity as well as the entire life cycle of the data processing are documented and transparent.

#### 6.9.4. Legal basis of the data processing

The MNB shall process the personal data obtained during its activity regulated by these Business Terms and Conditions primarily for the purpose of the services rendered by it as well as for discharging the contractual obligations mutually undertaken by the parties, and for preparing the establishment of the contractual relationship.

The MNB is obliged, in the cases and within the scope stipulated by law, to request the Client to provide the data and information necessary for the purpose of the data processing and to submit the documents confirming such data, and is obliged to process the information and personal data included therein (mandatory data management).

In addition, the MNB is also entitled to handle the personal data transferred by the Client and the documents certifying them if it is necessary for the enforcement of the legitimate interests of the MNB or a third party that has a relationship with it, provided that the enforcement of this interest is proportional to limiting the right to the protection of the data subject’s personal data (legitimate interest).

The MNB manages data on the basis of legitimate interest if during the weighting carried out on the basis of a so-called interest balancing test it can be established that the enforcement of this interest surpasses the protection of the interests and freedoms of the data subject, and the enforcement of this interest is considered a necessary and proportionate intervention into the privacy of the person concerned. In such cases as well, the MNB also ensures the guarantees of the protection of the data of the data subject in an adequate manner and within reason.

The MNB shall process the personal data of the other data subjects only in relation to the fulfilment of the cash transactions and the contracts falling within the scope of these Business Terms and Conditions, concluded or to be concluded with the Client, based on the express or presumed consent of the data subjects. The MNB presumes that the other data subject has lawfully consented to the transfer of data related to the other data subject, obtained by the MNB through the Client, and that there is a legal basis for the processing of the data by the Client, if the Client initiates the cash transaction falling within the scope of these Business Terms and Conditions, and signs the contract or the related other declarations and documents. The MNB reserves the right to verify the authenticity and content of the consents of these other data subjects, and – if necessary – directly contact the respective data subjects with a view to verifying the existence of or acquiring their consent.

The Client is entitled to know at any time the type of personal data processed by the MNB in relation to the services rendered to him.

The MNB shall not be liable for the damages arising from incorrect, incomplete or inaccurate data provided to it by the Client.

6.9.5. The purposes of data processing

The primary purpose of the data processing is to perform the services falling within the scope of these Business Terms and Conditions, rendered by the MNB, and to fulfil the statutory data processing based on the legal provisions governing this activity of the MNB. The MNB shall use the data taken from the Clients, transferred by the data subject, or provided to or obtained by it in any other way, solely in accordance with the provisions of and for the purposes stipulated in these Business Terms and Conditions, the contracts concluded on the basis thereof and in the laws governing its activity falling within the scope of these Business Terms and Conditions.

6.9.6. Duration of the data management; data deletion

Duration of the data management according to its legal ground

a) In the case of a contractual legal basis: in the case of legal relations falling within the scope of these Business Terms and Conditions the MNB manages all the data it took possession of and related to the performance of cash transactions and contracts until the end of the 8th year following the termination of this legal relationship for accounting purposes, with the exception of special cases where legislation requires a longer retention period.

b) In the case of statutory data management: in the case of statutory mandatory data management, the MNB handles the personal data until the expiry of the deadline set forth in the relevant provisions of law.

c) In the case of legitimate interest: the preservation period of the data managed in order to enforce and protect the legitimate interests of the MNB and third parties that have a relationship with it conforms to the existence of this legitimate interest or lasts until a claim can be enforced in connection with this interest, i.e. the end of the 8th year from the cessation of the legitimate interest, unless otherwise provided for by law.

If the Client initiated at the MNB the conclusion of a contract falling within the scope of these Business Terms and Conditions, but the contract has not been concluded due to any reason, the MNB shall process the personal and other data related to the contract, qualifying as bank secret, as long as claims related to the frustration of the conclusion of the contract may be enforced; this – unless otherwise provided for by law – shall be the general 5-year term of limitation defined in the Civil Code.

The retention of the data of other data subjects is aligned with the retention of the Client's data.

The data processing durations applicable to special data processing – in particular to voice and video recordings as well as complaint management – are included in the Data Processing Notice available on the MNB's website.

(<https://www.mnb.hu/a-jegybank/informaciok-a-jegybankrol/gyakorlati-tudnivalok/adatvedelmi-tajekoztato>; hereinafter: general data processing notice).

In accordance with the principle of storage limitation, the MNB shall pursue its data processing activity only to the degree and for the period specified in the laws and necessary for the performance of the cash transactions falling within the scope of these Business Terms and Conditions, and for the realisation of the purpose of the data processing; upon the expiry of the statutory conditions and the purpose of the data processing, it shall delete, or – if it has the opportunity – anonymise the data.

The MNB – at its discretion – shall delete or anonymise the data when the specified duration of the data processing expires, or prior to that if:

– the data subject asks for this and there is no legal obstacle to the deletion, and the deletion does not prejudice the legitimate interest of the MNB or of any third party affected by the transaction and the data processing, in particular its interest in filing, enforcing or protecting legal claims;

- the law orders the deletion of the data;
- the court or public authority has validly ordered it.

6.9.7. Forwarding the data

The MNB is entitled or obliged to forward the personal data it manages to the authorised entity or make them available for such entity if it is made mandatory by law, or if it is necessary for the performance of the contract, or if it is possible taking account of a legitimate interest, or if it is made possible by the consent of the Client concerned (including the proper authorisation given by the Client). Upon the Client's request, the MNB provides information about the forwarding of the data.

6.9.8. The rights of and remedies available to the data subject are included in the MNB's general data processing notice.

6.10. The MNB makes these Business Terms and Conditions public on its website.

### III. General rules of wholesale cash operations

1.1. Within the framework of wholesale cash operations, the MNB receives banknotes and coins packed as defined in Annex 3 of these Business Terms and Conditions.

1.2. For delivering, damaged banknotes and incomplete banknotes shall be separated from unfit banknotes.

1.3. The share of banknotes unfit for circulation among the banknotes deposited as fit banknotes shall not exceed 10%.

1.4. Clients may initiate wholesale cash operations during the opening hours specified in subpoint 2.2 of Chapter II, with the conditions stipulated therein.

1.5. The MNB performs banknote withdrawals to the debit of a bank account only in banknote bundles or packaging units containing an integer multiple of the banknote bundle. Concerning the banknotes to be withdrawn, the MNB is entitled to restrict the denomination demand in line with subpoints 1.5.1–1.5.3.

1.5.1. The MNB informs the Client's registered WebeC users about the limiting of the denomination demand three working days prior to the date of introducing the restriction in an electronic message, determining the available denomination(s) substituting the denomination that is subject to the restriction (hereinafter: substitute denomination).

1.5.2. Starting from the working day given by the MNB in the information defined in subpoint 1.5.1, in lieu of the denomination subject to restriction, only the substitute denomination can be chosen on the WebeC.

1.5.3. When the denomination demand is modified, upon determining the fee, of the original and amended denomination compositions the MNB takes the one that is more favourable for the Client in terms of the fee calculation as a basis.

1.5.4. The MNB notifies the Client about the lifting of the denomination demand restriction as provided for in subpoint 1.5.1. Following that, the denomination that was subject to denomination demand restriction will again be available on the WebeC.

1.6. The cash depositing and cash withdrawal concerning the CHTO or the exchange in the cash stock initiated at the MNB by the NHTO operator client is carried out in sacks of coins, in the coin depositing and withdrawal units as set forth in Annex 3 of these Business Terms and Conditions.

1.7. The MNB carries out the exchange of unfit banknotes into legal tender initiated within the framework of wholesale cash operations by crediting to the bank account of the Account Holder Client, or, in the

case of a CIT Client, by transfer to the bank account indicated by the CIT Client in the Declaration pursuant to Annex 2 of these Business Terms and Conditions.

- 1.8. Except as provided by subpoint 1.10, the deposits of the Account Holder Client are credited by the MNB to the bank account of the Account Holder Client following the summary takeover of the deposited cash.
- 1.9. Grouped lodgements are credited by the MNB to the bank account of the Account Holder Client following the notification about the transaction through the WebeC directly to the MNB.
- 1.10. If the physical implementation of the grouped lodgement does not start until 18.00 hours, in view of the failure of the order concerning the grouped lodgement, prior to any other order of the Account Holder Client, the MNB deletes the amount credited in line with subpoint 1.10 from the bank account of the Account Holder Client. If there is a lack of funds on the account, the MNB treats the credited amount as central bank receivable.
- 1.11. The MNB performs payment up to the cover available on the Account Holder Client's bank account, debiting this amount to the Account Holder Client's bank account.
- 1.12. The amount of the grouped withdrawal is debited by the MNB to the bank account of the Account Holder Client following the notification about the transaction through the WebeC directly to the MNB.
- 1.13. In the case of the discontinuity of the WebeC and BKP services, in order to ensure business continuity, the MNB receives the orders, signed in a way as registered at the MNB, regarding the depositing and withdrawal of cash, the replenishment of the NHTO as well as the depositing from the CHTO to the MNB and withdrawal from the MNB in e-mails (scanned order to the [kpl@mnbb.hu](mailto:kpl@mnbb.hu) e-mail address) or in original paper format.
- 1.14. If upon the summary handover-takeover the MNB finds improperly closed, unidentifiable banknote or coin depositing units or ones whose packaging is damaged, and finds any difference compared to the data given by the Client, based on preliminary discussion with the Client, the MNB credits the identified amount of the deposit to the bank account of the Account Holder Client.
- 1.15. If upon the summary handover-takeover of a container any difference is found by the MNB compared to the data given on the WebeC, in order to settle the difference, in line with point 1 of Annex 5 of these Business Terms and Conditions, the MNB consults with the Client that directly reports the transaction regarding the containerised banknote depositing through the WebeC.

Should the consultation procedure fail to be successful, the MNB deletes the amount credited according to subpoint 1.9 from the Account Holder Client's bank account prior to any other order of the Account Holder Client. If there is a lack of funds on the account, the MNB treats the credited amount as central bank receivable.

- 1.16. In the case of depositing and exchanging banknotes in a closed box or sack crediting a bank account, the Client may take over the empty packing as primarily agreed upon with the MNB.
- 1.17. In the case of an operation concerning coins held to order, the MNB and the NHTO operator client hand over an adequate number of empty sacks (exchange sacks) corresponding to the given quantity of coins to one another in line with the direction of the cash transaction. The exchange sacks handed over shall be approved by the MNB in advance.
- 1.18. For depositing banknotes to a bank account and for denomination exchange the MNB does not receive banknote bundles formed by the MNB and Pénzjegynyomda Zrt. (Hungarian Banknote Printing Shareholding Company).

#### IV. Rules concerning coins held to order

- 1.1. During the opening hours defined in point 2.2 of Chapter II, any Account Holder Client is entitled to deposit coins into the CHTO to the credit of its bank account and to withdraw coins from the CHTO to the debit of its bank account, and any Client is entitled to initiate a denomination exchange.
- 1.2. Upon its own discretion, a non-NHTO operator client may initiate the cash operations specified in subpoint 1.1 at any NHTO operator client. A precondition of performing the transaction is a relevant agreement between the NHTO operator client and the Client that initiates the transaction.
- 1.3. The deposits to the CHTO are credited by the MNB to the bank account of the Account Holder Client on the day of the execution if with the depositing the balance of the CHTO does not exceed the limit amount set forth in the contract between the MNB and the NHTO operator client.
- 1.4. The MNB performs payment from the CHTO up to the cover available on the Account Holder Client's bank account and up to the amount of the CHTO, debiting the given amount to the Account Holder Client's bank account upon withdrawal.
- 1.5. The NHTO operator client may perform payment for the Account Holder Client only following the collateral examination of the transaction.
- 1.6. Information concerning NHTO operator clients and the current content of the stocks are available on the WebeC.
- 1.7. The MNB does not restrict stock movements between CHTOs up to the limit amount determined in the contract between the MNB and the given NHTO operator client.
- 1.8. The NHTO operator client shall submit a stock report through the WebeC every day between 15.30 and 16.00 hours.
- 1.9. The MNB is at the disposal of NHTO operator clients with transactions aiming at the depositing of cash from the CHTO, at the withdrawal of cash from the MNB to the stock or at an exchange in the stock during the opening hours specified in subpoints 2.2.5 and 2.2.7 of Chapter II. Regarding availability, the general applicable limits for each coin denomination as well as the maximum limits concerning the consignments are shown in Tables 1 and 2 of Annex 7 of these Business Terms and Conditions. The MNB determines the scope and extent of its specific availability (operations, coin denominations) on the days when it is open, taking into account the stock data, every week, and makes public the relevant information concerning its availability in line with the provisions in point 1.10.
- 1.10. The MNB announces the specific scope and extent of its availability on its website before 10.00 hours on the working day preceding the opening day under subpoint 2.2.5 of Chapter II in the form specified by Table 3 of Annex 7 of these Business Terms and Conditions in a manner that is accessible for NHTO operator clients.
- 1.11. The NHTO operator client shall, before 12.00 hours on the working day preceding the stock movement, notify the MNB in an e-mail to the e-mail address [kpl@mnbb.hu](mailto:kpl@mnbb.hu) about its intention to deposit cash from the stock to the MNB, withdraw cash from the MNB to the stock or exchange in the stock as well as the denomination and number of pieces of the cash to be deposited or withdrawn.
- 1.12. Based on the stock movement forecasts under subpoint 1.11, the MNB is entitled to revise the denomination demand indicated by the NHTO operator client concerning cash withdrawal into the stock or exchanges in the stock, and to designate as the place of performance another NHTO operator client's principal place of business or site serving the purpose of storing and handling CHTO. The MNB shall inform the NHTO operator client(s) concerned about the revision and the designation of the place of performance in an e-mail.

- 1.13. Unless otherwise agreed upon by the Clients concerned, in the case of stock movements to a place of performance designated by the MNB as per subpoint 1.12, the deliveries shall be carried out by the Client designated by the MNB.

## V. Rules concerning nightly notes held to order

- 1.1. The MNB concludes a contract with the Account Holder Client and/or the cash-in-transit organisation intended by the Account Holder Client to be involved in the handling of the stock regarding the use and the base unit of the limit amount of use (hereinafter: limit amount base unit) of the NHTO.

In the event that the Account Holder Client intends to involve several cash-in-transit organisations in the management of the stock, it is entitled to initiate at the MNB the concluding of a separate – trilateral – contract for each cash-in-transit organisation to be involved in the management of the stock. The number of contracts to be concluded does not affect the size of the limit amount applicable to the given Account Holder Client as NHTO member client.

The maximum limit amount of the NHTO available for the Account Holder Client on a given day or in a given month is determined by the MNB on the basis of the limit amount base unit as defined in paragraph one of this subpoint, in line with the following:

- the size of the daily maximum limit amount corresponds to the double of the limit amount base unit defined in paragraph one of this subpoint,
- while the size of the monthly maximum limit amount corresponds to the product of multiplication of the limit amount base unit defined in paragraph one of this subpoint and the calendar days of the given month.

The Account Holder Client is informed by the MNB in writing, through the BKP system, about the current limit amount of the NHTO available each day and month for the Account Holder Client.

- 1.2. In the contract(s) mentioned in subpoint 1.1, the Account Holder Client may indicate as storage location one site of its own (in the capital or in the country) and one site in the capital per cash-in-transit organisation intended to be involved.
- 1.3. The NHTO member client shall submit the order for the replenishment of the NHTO to the MNB through the BKP during the opening hours defined in subpoints 2.2.4 and 2.2.8 of Chapter II.

The NHTO member client is entitled to submit one order a day per each storage location; the MNB does not accept any intraday modification.

The amount of the order submitted by the NHTO member client shall exceed neither the daily nor the monthly limit amounts calculated on the basis of the limit amount base unit defined in the contract referred to in subpoint 1.1, or defined jointly for the contracts if there are several of them. Orders exceeding the daily or monthly limit amounts may not be recorded on the BKP; they are refused by the system. In the case of more than one storage location, the MNB examines the entire limit amount, and rejects the last order that exceeds the daily or monthly limit amount.

When a site in the country is designated, in addition to the provisions in paragraph one, the NHTO member client shall indicate in advance the fact of the stock replenishment need of the given day to the MNB the latest before 12.00 hours on the given day to the [kpl@mnbb.hu](mailto:kpl@mnbb.hu) e-mail address, indicating the amount.

- 1.4. On the basis of the order defined in paragraph one of subpoint 1.3, on the given working day the MNB credits the value of the NHTO to the NHTO member client's subaccount, opened for this purpose, which cannot be freely used by the Client, and at the same time it records an automatic debit entry with a value corresponding to the credit entry on this subaccount for the working day following the crediting as value date. The NHTO member client is notified by the MNB about the carrying out of the crediting as described in the second paragraph of subpoint 5.1 of Chapter II.

- 1.5. Following the submittal of the order defined in subpoint 1.3, between 16.00 and 17.00 hours on the given working day the total replenished NHTO, whereas between 9.00 and 10.00 hours on the next working day 25% of the total replenished stock value shall be stored in a separated, processed state, in closed packaging units, in bank packaging as defined in Annex 3 of these Business Terms and Conditions or in ATM cassettes, in a verifiable manner; except for these specified periods, the stocks can be freely used.
- 1.6. The MNB is entitled to inspect the existence of the nightly notes held to order as well as their storage and safe-keeping as defined in subpoint 1.5 at the Account Holder's or the NHTO operator client's storage facilities indicated in the contract(s) referred to in subpoint 1.1 between 16.00 and 17.00 hours on the given working day and between 9.00 and 10.00 hours on the next working day without previous notice.

The fact and findings of the inspection are recorded in the BKP by the MNB's employee that performs the inspection, and the minutes are saved in the BKP in a retrievable manner. The MNB's employee that performs the inspection is entitled to download and print the minutes from the BKP. Upon the request of the inspected NHTO operator Account Holder or cash-in-transit organisation, the MNB's employee who performs the inspection signs the printed minutes on the spot and hands them over to the NHTO operator Account Holder and/or the cash-in-transit organisation.

- 1.7. In the event that during the inspection defined in subpoint 1.6 any difference in quantity regarding the NHTO held in the inspected storage facilities or any breaching of the rules defined in subpoint 1.5 concerning the processed state and packaging of banknotes are found by the MNB, the latter imposes the extra charge specified in the Notice on the Account Holder Client.
- 1.8. The MNB allows the Account Holder Client that has but does not need an appropriation of nightly notes held to order to transfer this allocation to another Account Holder Client that uses this allocation.

The Account Holder Client that takes over this allocation shall satisfy the cash demand of the Account Holder Client that transfers the allocation, and the fee charged for the relevant cash transactions may not exceed the rate of the fee set forth by the MNB for the same cash transaction in the Notice. Otherwise, the provisions set forth in this chapter shall be authoritative concerning the use of the allocation taken over.

The transfer of the allocation between the Account Holder Clients is recorded by the MNB and the Account Holders concerned in an agreement.

## **VI. Rules concerning money requiring special treatment**

### **1. General provisions**

- 1.1. The MNB carries out the exchange of money requiring special treatment into legal tender by crediting to the bank account of the Account Holder Client, or, in the case of a CIT Client, by transfer to the bank account indicated by the CIT Client in the Declaration pursuant to Annex 2 of these Business Terms and Conditions.
- 1.2. In the event that suspicion of crime arises upon takeover related to the money requiring special treatment submitted by the Client within the framework of initiating a cash transaction defined in indents five–seven of subpoints 1.4.1 and 1.4.2 of Chapter II, the MNB is entitled to retain the reimbursement of the countervalue until the closing of the criminal investigation.
- 1.3. In the event that suspicion of crime arises in relation to the money requiring special treatment submitted by the Client within the framework of initiating a cash transaction defined in indents five–seven of subpoints 1.4.1 and 1.4.2 of Chapter II upon its processing, until the closing of the criminal



investigation the MNB is entitled to debit the amount to the account of the Account Holder Client, after indicating it to the latter, as well as to carry out the debiting in the case of a CIT Client as defined in the Declaration in Annex 2 of these Business Terms and Conditions.

- 1.4. Following the closing of the investigation, the countervalue of the money requiring special treatment is credited by the MNB to the bank account of the Account Holder Client, while in the case of a CIT Client it is transferred to the bank account indicated in the Declaration in Annex 2 of these Business Terms and Conditions. In the event that suspicion of crime arises in relation to the money requiring special treatment submitted by the Client within the framework of a cash transaction defined in indents five–seven of subpoints 1.4.1 and 1.4.2 of Chapter II upon its processing, the transfer or crediting can take place when allowed by the law enforcement agency working on the case. The MNB informs the Client in writing if no countervalue is allowed to be paid for the withdrawn currency on the basis of the provision of the law enforcement agency.

## **2. Banknotes and coins withdrawn from circulation that can be exchanged to legal tender**

Until the exchange deadline the MNB exchanges banknotes and coins withdrawn from circulation into legal tender by transferring the countervalue to a bank account or accepts them as deposits to bank accounts or within the framework of exchange at face value; following that, it does not satisfy any demand like that. If the deadline for exchange falls on a public holiday, the MNB shall exchange the banknotes and coins withdrawn from circulation into legal tender on the first working day following the exchange deadline at the latest.

## **3. Incomplete banknote**

- 3.1. If a Client submits more than half of an incomplete banknote, the MNB pays the full face value by transferring the countervalue to a bank account, by crediting to a bank account or within the framework of exchange. The MNB pays the countervalue of a taped incomplete banknote if the rejoined parts belong to the same banknote.
- 3.2. In the event that the circumstances of damaging are confirmed by official minutes, this document has to be attached by the Client.
- 3.3. In the case of an incomplete banknote where it can clearly be established that its size exceeds 50%, the banknote has to be sent or delivered to the MNB's Logistics Centre during the opening hours defined in subpoint 2.2.3 of Chapter II, in line with the general packaging rules of banknotes requiring special treatment.
- 3.4. Incomplete banknotes whose surface does not exceed 50% or ones where it cannot be clearly established that its surface exceeds 50% shall be sent or delivered for expert examination to the MNB's Logistics Centre during the opening hours defined in subpoint 2.2.3 of Chapter II, in a closed package. An accompanying document containing the following data shall be attached by the Client to the closed package: date of the handover-takeover, name of the Client, serial number shown on the closed package or the serial number of the closing tape used for closing the package. The MNB confirms the receipt of the closed package with its signature.
- 3.5. The minutes defined in Annex 11 of these Business Terms and Conditions shall be attached to the incomplete banknote sent in for expert examination.
- 3.6. The MNB informs the Customer about the result of the expert examination in writing, within 30 days.
- 3.7. If countervalue can be paid for the incomplete banknote on the basis of the result of the expert examination, the MNB pays the countervalue to the Client in line with point 3.1. If countervalue cannot be paid for the incomplete banknote on the basis of the result of the expert examination, the MNB withdraws the banknote without paying any countervalue, and destroys it.

#### **4. Hard-to-recognise and damaged coins**

Hard-to-recognise and damaged coins are exchanged by the MNB at face value by transferring the countervalue to a bank account, crediting to a bank account or within the framework of exchange if the authenticity of the coin can be established without any doubt.

#### **5. Hard-to-recognise and damaged banknotes, especially ones soiled chemically (by chemical agents), biologically or as a result of the operation of security equipment used for preventing theft of money**

- 5.1. Hard-to-recognise and damaged banknotes are exchanged by the MNB at face value by transferring the countervalue to a bank account, crediting to a bank account or within the framework of exchange.
- 5.2. In the event that the circumstances of damaging are confirmed by official minutes, this document has to be attached by the Client.

#### **6. Exchange of commemorative banknotes and coins into money in circulation**

The MNB exchanges commemorative money qualifying as legal tender into money in circulation at face value through its agent. The agent of the MNB is Magyar Pénzverő Zrt., which carries out this cash transaction at the location defined in subpoint 2.4 of Chapter II, during the general opening hours announced by it.

### **VII. Processing the deposited cash and the settlement of differences**

#### **1. Processing the deposited cash**

The banknote depositing units, containers and coins deposited in sacks are processed by a committee within 45 calendar days following the depositing. A video recording is made of the processing and is preserved by the MNB for 90 calendar days. If a difference is established, the MNB allows the viewing of this recording. The MNB does not hand over the video recordings it made, only provides an opportunity for their viewing.

#### **2. Settlement of differences**

- 2.1. Giving the data from the electronic records of the banknote depositing concerned, the MNB notifies the Client about the difference found during the processing of the deposited banknotes electronically, within 5 working days from establishing the difference.
- 2.2. The MNB draws up minutes about the differences of HUF 1000 or more found during the processing of coins deposited in sacks affected by the difference, and notifies the Client electronically, within 5 working days from establishing the difference. The MNB keeps records of the differences below HUF 1000, does not draw up minutes about them, and does not enforce them vis-à-vis the Client.
- 2.3. The MNB debits the amount of the deficit and credits the surplus found during the processing to the bank account of the Account Holder Client.
- 2.4. The debiting or crediting takes place following the currency expert examination in the case of differences stemming from suspicious banknotes and coins, and following the finding in the case of differences due to other reasons (e.g. difference in quantity, denomination change, mutilated banknote not bigger than the half). In the case of a CIT Client, the MNB settles the difference in line with the Declaration defined in Annex 2 of these Business Terms and Conditions.
- 2.5. If the difference is due to a banknote or coin that cannot be exchanged into legal tender or due to an incomplete (mutilated) banknote for which the MNB does not reimburse any countervalue, the MNB destroys the banknote or coin concerned.

- 2.6. If the difference is due to a foreign banknote, simultaneously with a written notification to the Client, the MNB hands over the foreign banknote to the Client or its proxy.
- 2.7. The MNB does not enforce the differences found after the processing deadline defined in point 1 of this chapter vis-à-vis the Client.
- 2.8. In the cases determined in the Notice, the MNB imposes an extra charge for the differences found during the processing.
- 2.9. If any difference is found in the banknotes taken over by the Client from the MNB, on the basis of the minutes and the evidence related to establishing the difference the MNB conducts an investigation, about the result of which it notifies the Client within 15 working days following the receipt of the minutes and the evidence. In the event that the difference actually exists according to the MNB's investigation, the MNB settles the difference as provided in subpoint 2.3.
- 2.10. Complemented with the special provisions in points 2 and 3 of Annex 5 of these Business Terms and Conditions, the provisions of this point shall be considered authoritative in the case of containerised banknote depositing as well, with the understanding that the Client that directly notifies the MNB through the WebeC about the given containerised banknote depositing transaction qualifies as Client.
- 2.11. No settlement shall be initiated in the case of a difference below HUF 1000 regarding the sack affected by the difference and found during the processing by a committee according to number of coins taken over by the Client from the MNB. In the case of a difference reaching or exceeding HUF 1000, on the basis of the minutes and the evidence related to establishing the difference the MNB conducts an investigation, about the result of which it notifies the Client within 15 working days following the receipt of the minutes and the form contents. In the event that the difference actually exists according to the MNB's investigation, the MNB settles the difference as provided in subpoint 2.3.

#### **VIII. Rules of handling suspicious banknotes and coins**

- 1.1. The MNB takes over suspicious banknotes and coins – including foreign currency – from the Client in closed packaging.
- 1.2. An accompanying document containing the following data shall be attached by the Client to the closed package: date of the handover-takeover, name of the Client, serial number shown on the closed package or the serial number of the closing tape used for closing the package. The MNB confirms the receipt of the closed package with its signature.
- 1.3. A report and minutes prepared in the format as defined in Annex 11 of these Business Terms and Conditions with content in line with the MNB Decree on the processing and distribution of banknotes and on technical tasks relating to the protection of banknotes against counterfeiting shall be attached to the suspicious banknotes and coins (with the exception of foreign currency).
- 1.4. The MNB performs the examination of the money taken over for currency expert examination within 30 calendar days, and informs the Client about the result in writing.
- 1.5. The countervalue of forint banknotes and forint coins found genuine by the currency expert examination is credited by the MNB to the Account Holder Client's bank account, and transferred for the CIT Client to the bank account defined in the Declaration as per Annex 2 of these Business Terms and Conditions. Banknotes and coins submitted for examination are not returned to the Client.
- 1.6. The foreign currency found genuine in the expert examination is handed over by the MNB to the natural or legal person entrusted by the Client or to the legal person's representative (proxy). The written statement about the assignment shall be sent to the National Counterfeit Centre of the Directorate Cash Logistics of the MNB.

- 1.7. Banknotes and coins – including foreign currency – found to be counterfeit or forged by the currency expert examination are withdrawn by the MNB without compensation.
- 1.8. The information related to the banknotes and coins – including foreign currency – found to be counterfeit or forged by the currency expert examination as well as the results of the currency expert examination performed are forwarded by the MNB to the competent local investigative authority, in accordance with the provisions of the agreement on co-operation in the fight against counterfeiting concluded with the National Police Headquarters.
- 1.9. The MNB informs the Client about the result of the currency expert examination. The notification letter contains the following: name of the sender; name of the sender's client; the currency and its number of pieces and type; in the case of a banknote, its serial number, year of issue and denomination; result of the examination.

## **IX. Final provisions**

1. These Business Terms and Conditions enter into effect on 1 January 2020.
2. The MNB has the right to unilaterally change the Business Terms and Conditions. The MNB notifies the Client in writing about any planned amendments to the Business Terms and Conditions, allowing at least 5, or – in the case of comprehensive or lengthy amendments – at most 15 calendar days for any comments. The Client is notified by the MNB about the final amendment 15 calendar days prior to its entry into effect.

## Annex 1

### to the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations

#### I. WEBEC RULES

##### 1. GLOSSARY

**WebeC:** an application based on Internet technology offered by the MNB on the closed network of GIRO Zrt. With the help of the WebeC, the Client launches the electronic documents related to cash transactions to be initiated at the MNB and the stock reports concerning the cash held to order through a web browser, as well as may have access to and may download the confirmations sent in response.

**transaction eC:** electronic message created on the WebeC containing information related to cash transactions; its types are as follows:

- grouped lodgement: an electronic message about containerised banknote depositing with a list of denominations; it is launched by the Client that directly notifies the MNB about the transaction,
- grouped packaging: an electronic message about the data of the aggregate packaging of the containerised banknote deposits, containing information about the denomination, number of pieces and the closing tape number,
- grouped withdrawal: an electronic message about containerised banknote withdrawal with a list of denominations; it is launched by the Client that directly notifies the MNB about the transaction,
- individual lodgement: an electronic message about banknote depositing with a list of denominations; it is launched by the Client that directly notifies the MNB about the transaction,
- individual packaging: an electronic message about the data of the packaging of the individual banknote depositing, containing information about the denomination, number of pieces and the closing tape number,
- individual withdrawal: an electronic message about banknote withdrawal with a list of denominations; it is launched by the Client that directly notifies the MNB about the transaction,
- consignment lodgement: an electronic message about cash depositing in the CHTO with a list of denominations; it is launched by the Client that directly notifies the MNB about the transaction,
- consignment withdrawal: an electronic message about cash withdrawal in the CHTO with a list of denominations; it is launched by the Client that directly notifies the MNB about the transaction,
- consignment exchange: an electronic message about denomination exchange in the CHTO with a list of denominations; it is launched by the Client that directly notifies the MNB about the transaction,
- consignment handover-takeover: an electronic message about cash handover-takeover in two CHTOs with a list of denominations; it is launched by the Client that directly notifies the MNB about the transaction,
- consignment stock delivery: an electronic message about cash delivery from the CHTO with a list of denominations; it is launched by the Client that directly notifies the MNB about the transaction,

- consignment stock withdrawal: an electronic message about cash drawing into the CHTO with a list of denominations; it is launched by the Client that directly notifies the MNB about the transaction,
- consignment stock report: an electronic message about the current denomination composition and forint amount of the CHTO,
- consignment stock control: an electronic message about the controlling by the MNB of the current denomination composition and forint amount of the CHTO,
- shipment: an electronic message containing the data of cash transactions to be initiated by the Client, the registration number of the motor vehicle participating in the transportation and the names of the people participating in the transportation,
- empty packaging report: an electronic message containing the number and serial number of central bank owned containers that are temporarily outside the bank and the number of the rolling supports belonging to the containers.

**Core data:** an electronic message created on the WebeC and containing the data of the Client using the WebeC and of the Client's employees as well as of the motor vehicles belonging to them.

## 2. TASK OF THE WEBEC

The task of the WebeC is to ensure the electronic communication between the MNB and its clients in relation to cash transactions.

## 3. PARTIES COOPERATING IN THE WEBEC

- a) **The MNB** operates the WebeC application,
- b) **GIRO Zrt.** provides the closed-network, safe communication channel necessary for the operation of the WebeC, and provides GiroLock service, during which it provides the certificates necessary for the use of the WebeC.
- c) **WebeC users:** the MNB's Clients.

## 4. TERMS AND CONDITIONS OF THE USE OF THE WEBEC

- a) Technical conditions of using the WebeC:
  - existence of a GIRONet endpoint installed by GIRO Zrt.,
  - GiroLock certificate provided by the service provider GIRO Zrt.
- b) Further conditions of using the WebeC application:
  - registration by the MNB or by a power user,
  - logging in through the GiroLock.

## 5. CEASING OF THE WEBEC USER RIGHT

The right to use the WebeC ceases to exist with the cancellation of the registration, with immediate effect if

- the bank account contract is terminated and/or
- the cash processing licence is withdrawn.

## 6. TASKS, RESPONSIBILITY AND RIGHTS OF WEBEC USERS

### 6.1. Tasks of a WebeC user

- a) appearance in person at the MNB for registration

The Client shall show up with its GiroLock certificates at the MNB for executive signatory registration and for power user registration not registered by the executive signatory. In the case of an Account Holder Client these persons can only be ones who dispose of a bank account and are shown on the previously submitted

signature registration card. In the case of a CIT Client, an authorisation with signature and stamp mark kept on file at the MNB is required.

#### b) Sending of core data

Core data shall be sent on the platform created for that purpose. Only an executive signatory is entitled to sign core data. By sending the core data, the MNB's Client discloses what organisations and persons it has contracts with and what motor vehicles are used for the deliveries to the MNB. All WebeC users shall forward the following core data to the MNB.

Account Holder Client:

- the cash-in-transit organisation it has a contract with concerning the MNB,
- the cash processing organisation it has a contract with concerning the MNB,
- persons entrusted with the eC recording of the transaction,
- data of the transaction eC signatories and the related certificate identifier (DN).

CIT Client:

- data of the motor vehicles used for transportation in relation to the MNB,
- data of the persons who deliver the cash,
- if acting as a proxy: the certificate identifier (DN) of the acting person.

#### c) Electronic recording of their needs related to cash transactions

The WebeC user shall record its need concerning the cash transaction and the data regarding the packaging on the relevant platform of the application.

The data regarding the shipment shall be provided with the help of the application by the organisation carrying out the transportation.

#### 6.2. Rights of a WebeC user:

Each Client is entitled to use the functions of the WebeC, which are the following:

- WebeC administration – creation, modification and deleting of users,
- launching and receiving transaction eCs as follows:
  - sending of core data and orders regarding cash transactions as well as forwarding the report concerning CHTO,
- displaying and downloading of answers,
- displaying the CHTO.

#### 6.3. Obligations of a WebeC user

A WebeC user is obliged to:

- use the WebeC properly,
- enter with the registered GIROLock certificate in order to ensure the completeness and authenticity of the transaction eC sent by it and to sign the transaction eC using the certificate in each case (two persons' signatures are required in the case of withdrawal),
- send a stock report regarding the CHTO every day,
- prepare a denomination list related to each transaction,
- prepare the data of the packaging as the organisation handling the cash to be deposited (credit institution, post office or cash-in-transit organisation),

- check the correctness of the settings by logging in to the system following the submitting of new core data (e.g. registration of a new user and the setting of his authorisations),
- send an empty packaging report.

## **7. RIGHTS AND TASKS OF MNB**

7.1. The MNB is entitled to verify the validity of the certificates and to examine the authorisation to act.

7.2. Tasks of the MNB:

- ensuring the normal operation of the WebeC during the announced opening hours,
- synchronising the core data sent by the Client at 7 a.m. every workday,
- scheduling the shipments launched by the Client until the time determined in the Business Terms and Conditions, sending an electronic response message about the receipt of the time of the shipment,
- performing the cash transaction initiated by the Client and sending the related documents electronically,
- WebeC registration,
- providing Helpdesk services between 7.00 and 18.00 hours on workdays,
- allowing the use of the WebeC in the MNB's premises (Logistics Centre) in the case of a technical failure occurring at the Client's.

## **8. ELECTRONIC SIGNATURES AND THE RULES OF LOGGING IN**

8.1. Logging in on the WebeC is only possible with the GIROLock certificate obtained from the service provider GIRO Zrt. and the related PIN code, following registration by the MNB or a power user. Login is provided only for users and power users.

8.2. Authentication of the data sent through the WebeC is by electronic signature and has to be carried out with the GIROLock certificate obtained by the user from the service provider GIRO Zrt. and the related PIN code. Any eC can only be forwarded in the format signed as explained above.

8.3. Distribution of authorisations

a) Executive signatory:

A person to be indicated by the Client directly to the MNB who automatically has power user right as well following registration.

His/her data are registered in the system by the MNB, which also performs the certificate–person pairing.

In the case of an Account Holder Client the executive signatory can be authorised by submitting an authorisation signed as required for disposal over a bank account, while in the case of a CIT Client by submitting an authorisation bearing a signature and stamp mark kept on file at the MNB.

The authorisation shall contain a request for recording the person of the executive signatory on the WebeC.

The tasks of the executive signatory include the recording of the signatories of the transaction eC (persons with a right to dispose over an account in the case of an Account Holder Client) in the system, the preparing and signing of the core data eC, and the recording of administrative users, who do not have an authority to sign, only a right to record data.

The executive signatory is entitled to dispose over a bank account, i.e. he has the right to create a transaction eC as well as to sign the transaction eC. The executive signatory right does not mean a right to sign in the 'first place',



and the transaction eC signatory right does not mean a right to sign in the 'second place'. The signatory positions are not handled by the WebeC, it only examines single or double signing.

b) eC signatory:

A person created and submitted as core data by an executive signatory.

The eC signatory is entitled to dispose over a bank account, i.e. he/she has the right to create a transaction eC as well as to sign it. He/she is not entitled to sign a core data eC.

In line with the transaction type:

- depositing transactions shall be signed by one signatory (who can be a transaction eC signatory or an executive signatory),
- withdrawal transactions shall be signed by two signatories (who can be two transaction eC signatories, two executive signatories or one transaction eC signatory and an executive signatory),
- exchange transactions shall be signed by a transaction eC signatory,
- depositing transactions concerning CHTO shall be signed firstly by the depositing Account Holder Client and secondly by the NHTO operator,
- withdrawal transactions concerning CHTO shall be signed first by the Account Holder Client (two signatures) and then by the operator organisation,
- exchange in the CHTO shall only be signed by the NHTO operator,
- while grouped lodgements and grouped withdrawals shall be signed by those participating in the transaction, in line with the provisions applying to the CHTO.

c) Power user:

A person registered by a power user in the WebeC.

He/she can log in to the WebeC following the recording of his/her data, done by the MNB in the case of power users or executive signatories, but is only entitled to edit a transaction eC, and cannot sign. He/she is entitled to create further users and power users.

d) User:

A person registered by a power user in the WebeC.

He/she can log in to the WebeC following the recording of his/her data, done by a power user, but is only entitled to edit a transaction eC, and cannot sign.

It means a higher level of authorisation if the user is entitled to sign as well. In this case he/she is a user and transaction eC signatory as well.

e) User and transaction eC signatory at the same time:

a person with double-level authorisation, who:

- can log in to the WebeC and can edit transaction eCs,
- also has a right to sign transaction eCs, with the understanding that he can edit but cannot sign the core data eCs.

f) Authorised signatory:

A person indicated as such in core data submitted by an executive signatory.

A person employed by a cash-in-transit organisation and showing up at the MNB who applies electronic signature to the cash withdrawal of a given Account Holder Client. He cannot log in to the WebeC and has no right to sign on the platform of the application. He is entitled to sign only at the MNB's cash handover-takeover points (in the lock-gates), in the IER system.

g) MNB inspector: a person delegated by the MNB and entrusted with the checking of the stock. He is authorised to display and verify the stocks of every NHTO member client. He records the fact and findings of the inspection in a retrievable manner in the application.

## **9. DATA UPDATING**

For the final validity of the core data submitted by Clients, the MNB carries out a so-called synchronisation, which means the updating of data within the WebeC. This data updating takes place automatically at 7 a.m. every working day. In the event that a Client wants to use the core data submitted after 7 a.m. on the same day, unscheduled synchronisation is necessary, which is done by the MNB upon the Client's request. In this case the MNB directly informs its Client about the successful synchronisation.

## **10. SCHEDULING**

The Client or the agent acting on its behalf specifies its need to deliver to the MNB on the WebeC. The shipment eC sent to the MNB is received in the MNB's IER system. The MNB schedules the received shipment eCs, and sends an electronic reply about their receipt, which can be displayed with the help of the WebeC. If the Client cannot show up with the shipment indicated to the MNB, the Client shall immediately and directly inform the MNB.

## **11. RECEIVING OF REPLIES**

The electronic replies and messages sent by the MNB can be displayed and downloaded with the help of the WebeC. These electronic messages are as follows:

- response messages about the receiving of a shipment,
- document about the cash handover-takeover concerning the transaction eC,
- accounting document about crediting or debiting a current account, based on the payment order regarding depositing to or withdrawal from a bank account (in addition to the notification related to the VIBER),
- response message about the acceptance and successful recording of the core data,
- response message about the acceptance of the stock report on cash held to order,
- minutes about the difference found upon processing,
- accounting document about the crediting or debiting of the differences found upon processing,
- notification about suspicious banknotes found during processing.

## **12. WEBEC BUSINESS HOURS AND AVAILABILITY**

The MNB ensures the availability of the WebeC 0–24 hours every workday and the technical assistance (Helpdesk) related to the application between 7.00 and 18.00 hours every workday.

The MNB works out rules of procedure for the interruption of the WebeC, and forwards them to its Clients.

## II. BKP RULES

### 1. GLOSSARY

**BKP (client relationship management system for NHTO transactions):** an application based on Internet technology offered by the MNB on the closed network of GIRO Zrt. With the help of the BKP, the Client launches the order for the replenishment of the NHTO through a web browser and can have access to and download the confirmations sent by the MNB about the receipt and fulfilment of the order.

**Stock replenishment order:** an electronic message in the BKP about the current denomination composition and forint amount of the banknote quantity requested to be kept records of as NHTO, on the basis of which the MNB automatically carries out the crediting to the NHTO operator client's subaccount opened for this purpose, and launches automatic debiting for the next working day as value date.

**Stock draw:** an aid for keeping records of the NHTO in the BKP

### 2. TASK OF THE BKP

The task of the BKP is to ensure electronic communication concerning the operations related to the NHTO between the MNB, the NHTO member client and the NHTO operator client.

### 3. PARTIES COOPERATING IN THE BKP

- a) **The MNB** runs the BKP,
- b) **GIRO Zrt.** provides the closed-network, safe communication channel necessary for the operation of the BKP, and provides GiroLock service, during which it provides the certificates necessary for the use of the BKP application.
- c) **BKP users:** the NHTO member client and the NHTO operator client.

### 4. TERMS AND CONDITIONS OF THE USE OF THE BKP

- a) Technical conditions of using the BKP application:
  - existence of a GIRONet endpoint installed by GIRO Zrt.,
  - GIROLock certificate provided by the service provider GIRO Zrt.
- b) Further conditions of using the BKP application:
  - registration by the MNB,
  - logging in through the GiroLock.

### 5. CEASING OF THE BKP USER RIGHT

The right to use the BKP ceases to exist with immediate effect with the cancellation of the registration if the contract for NHTO is terminated.

### 6. TASKS, RESPONSIBILITY AND RIGHTS OF BKP USERS

#### 6.1. Tasks of a BKP user:

- a) **Registration**  
For using the BKP, of the users, executive signatories or eC signatories involved in the WebeC it is necessary to indicate in an e-mail to the MNB which persons are the users and the signatories.  
If the Client is not registered in the WebeC, the Client shall show up in person for user and signatory registration with its GiroLock certificates in the MNB's Logistics Centre. In the case of an Account Holder Client these persons can only be ones who dispose of a bank account and are shown on the signature registration card already submitted in advance. In the case of a CIT Client, an authorisation with signature and stamp mark kept on file at the MNB are required.

b) Reporting of changes in data

Changes in the data of users and signatories shall be reported in an e-mail sent to the kpl@mnbb.hu e-mail address. By sending the data, the Account Holder Client of the MNB tells what organisations' BKP operator data have changed. All BKP users shall forward the following data to the MNB in an e-mail.

Account Holder Client:

- the CIT organisation in the relations of which changes have taken place
- the CIT organisation that is entitled to record stock replenishment orders on behalf of the Client

CIT Client:

- the users and signatories whose data have changed

c) Electronic recording of the stock replenishment order

The BKP user shall record the denomination composition and forint amount of the cash stock requested to be kept on records as NHTO on the relevant platform of the application.

## 6.2. Rights of a BKP user:

each Client is entitled to use the functions of the BKP, which are the following:

- launching one stock replenishment order a day within a determined period as NHTO member client,
- displaying and downloading of answers,
- displaying the nightly notes held to order,
- the stock replenishment order can be created on the web platform provided in the BKP as well as in the IT system applied by the one who compiles the stock replenishment order, but in the latter case it has to be uploaded to the application in XML format,
- recording of stock draw (decline) in the BKP.

## 6.3. Obligations of a BKP user

A BKP user shall:

- use the BKP properly,
- ensure the completeness and authenticity of the stock replenishment order sent by him,
- log in with the registered GIROLock certificate and sign the stock replenishment order with it, with the understanding that the signatures of two persons are required in the case of an Account Holder Client,
- prepare a denomination list for each stock replenishment order,
- sign as NHTO operator client (Account Holder or CIT Client) the stock replenishment order duly signed by the NHTO member client,
- check the correctness of the settings by logging in to the system following the submitting of new core data (e.g. registration of a new user and the setting of his/her authorisations).

## 7. RIGHTS AND TASKS OF MNB

### 7.1. Rights of the MNB:

- to verify the validity of the certificates and to examine the authorisation to act,
- checking the reported stocks in terms of quantity and denomination composition.

### 7.2. Tasks of the MNB:

- ensuring the normal operation of the BKP during the announced business hours,
- booking on the relevant subaccount of the NHTO member client on the basis of the stock replenishment orders sent by the NHTO member client until the time specified in the Business Terms and Conditions, sending an electronic response message about the receipt and fulfilment of the stock replenishment order,

- carrying out the registration of BKP user and signatory persons and recording the partnerships as per the agreement on the nightly notes held to order,
- providing Helpdesk services between 7.00 and 18.00 hours on workdays,
- allowing the use of the BKP in the MNB's Logistics Centre in the case of a technical failure occurring at the Client's,
- electronic recording and printing of stock controls.

## **8. ELECTRONIC SIGNATURES AND THE RULES OF LOGGING IN**

8.1. Logging in to the BKP is only possible with the GIROLock certificate obtained from the service provider GIRO Zrt. and the related PIN code, following registration by the MNB. Login is provided only for BKP users.

8.2. Authentication of the data sent through the BKP is by electronic signature and has to be carried out with the GIROLock certificate obtained by the user from the service provider GIRO Zrt. and the related PIN code. The stock replenishment order may only be forwarded in the format signed as specified above.

8.3. Distribution of authorisations

a) Account Holder signatory: a person to be indicated by the Client directly to the MNB who automatically has user right as well following registration.

His/her data are registered in the system by the MNB, which also performs the certificate–person pairing.

The signatory can be authorised by submitting a letter of authorisation signed as required for disposing over a bank account.

The authorisation shall contain a request for recording the signing person in the BKP.

The MNB's task is to record the signatories of the stock replenishment order as Account Holder signatories in the system.

The person having the right to sign as an Account Holder has the right to dispose over an account, i.e. he has the right to create stock replenishment orders and to sign. The signatory positions are not handled by the system, it only examines single or double signing.

b) Stock manager (CIT) signatory: a person to be indicated by the Client directly to the MNB who automatically has user right as well following registration.

He/she does not have any right to dispose over an account, and is entitled to sign only the fulfilment of the stock replenishment order already signed by two Account Holder signatories on behalf of the NHTO operator client and sent to him/her.

c) User: a person registered by the MNB in the BKP and having only data recording right, i.e. one that can log in to the BKP following the recording of his/her data, but is only authorised to edit the stock replenishment order.

d) User and at the same time signatory of stock replenishment orders

a person with double-level authorisation, who:

- can log in to the BKP, can edit stock replenishment orders and
- is also authorised to sign stock replenishment orders.

e) MNB inspector: a person delegated by the MNB. He can log in to the BKP. He is authorised to display and verify the stocks of every NHTO member client. He records the fact and findings of the inspection in the application.

## **9. RECEIPT OF REPLIES**

The electronic replies and messages sent by the MNB can be displayed and downloaded with the help of the BKP. These electronic messages are as follows:

- about the successful receipt of the stock replenishment order,
- about the unsuccessful receipt of the stock replenishment order and the nature of the error,

- based on the order to pay to a bank account, an accounting document about its crediting or debiting to the current account (in addition to the InFoRex account statement).

#### **10. BKP BUSINESS HOURS AND AVAILABILITY**

The availability of the BKP is ensured 0–24 hours by the MNB every workday. The technical assistance (Helpdesk) related to the application is provided between 7.00 and 18.00 hours on workdays.

The MNB works out rules of procedure for the interruption of the BKP, and forwards them to its Clients.

**Annex 2**  
**to the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations**

**DECLARATION**  
**FOR INITIATING CASH TRANSACTIONS**

By signing this declaration, the ..... (name) ..... (address) expresses its intention to have recourse to the cash operations of the Magyar Nemzeti Bank initiated in our own name or acting on behalf of the Account Holder Clients of the Bank.

1. We assume an obligation to transfer, within 15 calendar days, the fees to be paid in connection with cash transactions defined in the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations (hereinafter: Business Terms and Conditions) on the basis of an invoice made out by the Magyar Nemzeti Bank (hereinafter: the Bank) to the bank account designated by the Bank.

2. We assume an obligation that in the event of a payment obligation arising from differences found during the processing by the Bank of banknotes and coins handed over within the framework of cash transactions initiated in our own name or of containerised banknote depositing initiated on behalf of the Bank's Account Holder Clients, we will transfer the amount indicated on the settlement document made out by the Bank to the bank account given by the Bank within 15 calendar days.

3. We acknowledge that if we fail to meet our payment obligation defined in points 1 and 2 of this Declaration on time, the Bank will be entitled to collect the amount due to it

through the submitting of a collection order based on an authorisation letter to the debit of our following bank account(s):

account number ..... held with the credit institution .....,

account number ..... held with the credit institution .....,

account number ..... held with the credit institution .....,

account number ..... held with the credit institution .....

4. For the enforcement of the Bank's right defined in point 3 of this Declaration, the authorisation letter received by the credit institution(s) entrusted with the management of the bank account(s) indicated therein and ensuring the possibility of submitting the collection order as well as tying the right of revocation to the Bank's preliminary consent is attached to this Declaration.

5. We acknowledge that if the bank account(s) listed in point 3 does (do) not provide cover for the whole amount to be deducted, we will pay the still outstanding difference to the Bank immediately after being notified in writing by the Bank but not later than within 3 calendar days. Otherwise, the Bank will not be at our disposal with cash transactions any longer, and will not accept the containerised banknote deposits of the Bank's Account Holder Client from our organisation.

6. We assume an obligation to comply with the provisions regarding cash transactions defined in the most recent Business Terms and Conditions applying to our organisation, to notify the Bank in writing about the changes concerning our bank account(s) and in the persons acting on our behalf within 5 working days as well as not to revoke the authorisation letter that enables the Bank to submit the collection order without the Bank's preliminary consent.

7. We understand that if we breach any of the provisions of the Business Terms and Conditions, the Bank will not perform any further cash transaction for us and will not accept the Account Holder Client's containerised banknote deposits from our organisation.

....., ..... 20..

.....

official signature

Annexes:

- 1. Specimen signature certified by a notary public
- 2. Authorisation letter received by the bank account managing credit institution(s) (for all bank accounts)



**Annex 3**  
**to the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations**

**Bank packaging of banknotes and coins**

**1. Packaging accessories**

For the packaging of banknotes and coins, the Client shall use packaging materials presented to and approved by the MNB in advance, whereas cases, sacks or safety bags shall be used for closed units, boxes for the depositing of unfit banknotes, with the exceptions specified in subpoint 2.2.2 of point 2, as well as sacks – and other identifiers if necessary – for coin depositing. Containers for containerised banknote depositing as well as plastic closing tape or sticker with barcode for closing the depositing units are provided by the MNB.

**2. Banknote packaging method**

2.1. Packaging of banknotes fit for circulation

2.1.1. Within the framework of wholesale distribution, closed banknote depositing units have to be made of the fit banknotes in a way that the prepared closed, mixed-denomination banknote depositing units should contain at least 1000 but at most 20,000 pieces of fit banknotes. The banknotes shall be placed within the banknote depositing unit in the shape preserving form approved by the MNB, in the same image position.

2.1.2. In the case of containerised banknote depositing, fit banknotes shall be placed in a closed container. A container may contain at least 50,000 and at most 250,000 banknotes, arranged in the shape preserving form approved by the MNB. The banknotes packed in shape preserving form shall be in the same image position. If a cover is used for making the shape preserving unit, the cover shall be placed under the band on the top package of the shape preserving unit.

2.2. Packaging of banknotes unfit for circulation

2.2.1. Unfit banknotes may be packed mixed without denomination restriction, into closed banknote depositing units containing at least 1000 and at most 20,000 banknotes or containers containing at least 20,000 and at most 250,000 banknotes. Within the external packaging, the banknotes shall be placed and arranged in the shape preserving form approved by the MNB, in the same image position. In the container containing 20,000–250,000 banknotes, the banknotes shall be placed in boxes containing 4000–8000 banknotes, in an orderly form. In one handling unit, only one box can be placed that contains less than 4000 or 8000 banknotes. In boxes that are not full, the banknotes shall be supported using (cardboard) supports in order to prevent the banknotes from slipping. Only self-adhesive security stickers that cannot be opened without damaging can be used for sealing the boxes; other generally commercially available adhesive tapes cannot be used.

2.2.2. In view of the unfit banknote payment turnover, the MNB temporarily accepts unfit banknote payments in banknote depositing units containing banknote bundles. The MNB informs Clients about the opening and closing working day of the temporary period by at least 10 working days prior to the relevant working day, in an electronic letter.

2.3. Packaging of banknotes requiring special treatment

There is no minimum quantitative limit in packaging money requiring special treatment; the maximum quantity is 20,000 pieces. In a closed banknote depositing unit, banknotes can be handed over with mixed denominations and in shape preserving packaging. Banknotes of various classifications are received by the MNB in separate closed banknote packages.

The closed banknote depositing units shall be secured by plastic closing tape that has a serial number and is provided by the MNB, or – if a safety bag is used – bear a sticker provided by the MNB and suitable for identification. The provisions concerning quantity are also valid in the case of using a safety bag.

### 3. Coin packaging method

The following quantities of coins shall be placed in bulk in the sacks:

| Denomination | Sack          |             |
|--------------|---------------|-------------|
|              | Quantity (ea) | Value (HUF) |
| 200          | 2000          | 400,000     |
| 100          | 2000          | 200,000     |
| 50           | 2000          | 100,000     |
| 20           | 2500          | 50,000      |
| 10           | 2500          | 25,000      |
| 5            | 5000          | 25,000      |

Coin distribution unit: 40 sacks of coins of each denomination.

**Annex 4**  
**to the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations**

**Rules of extraordinary opening hours**

1. An Account Holder Client shall indicate and submit its request for ordering extraordinary opening hours to the MNB directly verbally (over the phone) or in writing in the format defined in Appendix 1 of this Annex, with justification, on workdays before 16.00 hours, and on bank holidays between 8.00 hours of the first day off and 6.00 hours of the first working day. In the case of a verbal request, the need shall be indicated to the MNB's Deputy Governor defined on the form in Appendix 1 of this Annex.
2. During the extraordinary opening hours the MNB pays only closed containers that contain 200 banknote bundles of the same denomination.
3. The MNB makes its decision concerning the request for ordering extraordinary opening hours considering all the circumstances of the case, and informs the Account Holder Client and the organisations affected by the extraordinary opening hours immediately after the decision, directly verbally (over the phone) or in writing.

**Extraordinary opening hours on workdays**

4. During the extraordinary opening hours ordered by the MNB, an Account Holder Client that has a cash withdrawal permit may submit an order for cash withdrawal between 16.00 and 19.00 hours, in line with the provisions of the Business Terms and Conditions applying to cash transactions carried out during the general opening hours.
5. If an Account Holder Client intends to submit an order for cash withdrawal following the time interval defined in point 4 of this Annex, it shall have an amount corresponding to the amount of the cash to be withdrawn separated on the subaccount related to its HUF bank account held with the MNB (hereinafter: Subaccount), in line with the format defined in Appendix 2 of this Annex. The Account Holder Client shall indicate its need for creating the Subaccount and separating the appropriate forint amount to the MNB before 20.00 hours.
6. Between 19.00 and 1.00 hours as well as between 6.00 and 8.00 hours Account Holder Clients may not submit orders concerning cash withdrawal; such orders will always be rejected by the MNB.
7. Between 1.00 and 6.00 hours an Account Holder Client may launch an order concerning cash withdrawal to the debit of the Subaccount, in line with the provisions of the Business Terms and Conditions applying to cash transactions carried out during the general opening hours. The balance of the Subaccount resulting from the booked cash withdrawal transactions is combined with the Account Holder Client's forint bank account held with the MNB prior to the opening of the VIBER.

#### **Extraordinary opening hours on bank holidays**

8. On bank holidays, in the period defined in point 1 of this Annex, an Account Holder Client may request extraordinary opening hours without a time limit, but the request has to contain the number, distribution over time as well as the magnitude of the expected transactions.
9. On bank holidays there is no need to open a Subaccount or separate an amount. The checking of the cover of cash withdrawal transactions is carried out on the Account Holder Client's bank account held with the MNB.
10. During the extraordinary opening hours ordered by the MNB, an Account Holder Client that has a cash withdrawal permit may submit an order for cash withdrawal in line with the provisions of the Business Terms and Conditions applying to cash transactions carried out during the general opening hours.
11. The MNB starts the service within 4 hours from the ordering.

**Request for ordering extraordinary opening hours<sup>2</sup>**

Magyar Nemzeti Bank

to the attention of the

Deputy Governor

E-mail: [kpl@mnbb.hu](mailto:kpl@mnbb.hu)

Dear Deputy Governor,

**You are kindly requested to provide for extraordinary opening hours** other than the general opening hours announced in the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations for ..... (name of account holder with the MNB) for the purpose of extraordinary cash withdrawal from its bank account held with the MNB.

Our request is supported by the following justification:

.....

The expected necessary amount of cash is HUF ....., which we intend to withdraw on one occasion / in .... parts<sup>3</sup> in the MNB's Logistics Centre.<sup>4</sup>

Budapest, ..... 20

Thank you,

.....

Account Holder Client<sup>5</sup>

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<sup>2</sup> To be submitted to the MNB on workdays before 16.00 hours, on bank holidays after 8.00 hours without a time limit

<sup>3</sup> Underline or complete as applicable.

<sup>4</sup> To be completed only in the case of a need to withdraw cash on bank holidays.

<sup>5</sup> Only a person qualifying as a senior official of the Account Holder Client is entitled to sign.

**Opening a subaccount and pre-funding for extraordinary cash withdrawal**

**To:**

**Directorate Banking Operations**

**Account Services Department**

Domestic Payments Department

Fax: 428-2562 or 428-2564

Dear Sirs,

You are kindly requested to open a subaccount related to our bank account number ..... for us today for the purpose of extraordinary cash withdrawal.<sup>6</sup>

You are kindly requested to separate the cover of our extraordinary cash demand amounting to HUF ....., i.e. HUF ..... to our subaccount opened for this purpose, debiting our number ..... bank account.

Budapest, ..... 20

Thank you,

.....

Account Holder Client<sup>7</sup>

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<sup>6</sup> In the case of continuous extraordinary cash demand that lasts for several days, a subaccount is opened only on the first occasion; on the further occasions the payment is done on the already opened subaccount.

<sup>7</sup> The order is signed in the way as registered for the disposal over the current bank account.

## **Annex 5**

### **to the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations**

#### **Special rules serving the settlement of differences related to containerised banknote depositing and found during the handover-takeover of containers or during processing**

##### **1. Handling the missing of containers established during the summary handover-takeover of containers**

1.1. The MNB indicates the missing of a container over the phone to the Client that directly notifies the MNB through the WebeC about the transaction regarding the containerised banknote depositing (hereinafter: Client), and forwards the minutes drawn up about the absence to it electronically or by telefax.

1.2. The Client makes a statement concerning the missing container electronically or by telefax, giving the data of the container (serial number of the container, serial number of the closing tape, denomination/number of pieces of the content), justifies the non-performance of the delivery, as well as gives the data of the motor vehicle and personnel ordered for the supplementary delivery (name, identity document type and number) and the estimated time of arrival at the MNB. The deadline for receiving the statement is 16.00 hours.

1.3. The MNB allows the supplementary delivery of the missing container until 17.30 hours or – in the case of an unavoidable circumstance beyond the Client's control indicated to the MNB – between 7.30 and 8.00 hours the next morning. For the purposes of this provision, shortage of delivery capacity does not qualify as an unavoidable circumstance beyond the Client's control.

1.4. Entry into the Logistics Centre is allowed by the MNB on the basis of the data given by the Client according to subpoint 1.2.

1.5. In the case of a failure to deliver the missing container by the deadline, the MNB acts as provided in the second paragraph of subpoint 1.15 of Chapter III of the Business Terms and Conditions.

##### **2. Handling the difference indicated by the Client in the content of the containerised banknote deposits taken over but not yet processed by the MNB**

2.1. In the event that concerning a container already taken over but not yet processed by the MNB the Client indicates that a high amount – 1 bundle of banknotes (1000 ea) or its integer multiple – is expected to be missing, i.e. the real content falls short of the packaging information indicated by the Client on the WebeC in advance, it is possible to make up for the missing amount of banknotes, the latest on the day following the notification, in line with the opening hours defined in the Business Terms and Conditions.

2.2 If the missing amount of banknotes is not made up for, the MNB settles the deficit as difference found during processing with the Client as defined in subpoint 2.3 of Chapter VII of the Business Terms and Conditions.

2.3. In the case of making up for the missing amount of banknotes the MNB processes the content of the handling unit delivered upon depositing together with the subsequently delivered banknote amount.

2.4. In the event that concerning a container already taken over but not yet processed by the MNB the Client indicates that there is an expected high-amount surplus – 1 bundle of banknotes (1000 ea) or its integer multiple –, i.e. the real content exceeds the packaging information indicated by the Client on the WebeC in advance, the MNB acts in line with the settlement method of differences found during processing (point 2 of Chapter VII of the Business Terms and Conditions).

### **3. Handling high-amount differences (wrong closing tape, packaging mistake, denomination changes etc.) found by the MNB during the processing of containerised banknote deposits**

3.1. If the MNB finds a high-amount difference – 1 bundle of banknotes (1000 ea) or its integer multiple – during the processing of containerised banknote deposits that has not been indicated in advance by the Client, the MNB contacts the Client and consults with it regarding the difference.

3.2. If a packaging mistake can be presumed, i.e. the counterpart of the difference can be found in another container, the settlement is not launched during the processing procedure until the processing of the containers that may be affected by the packaging mistake are processed.

3.3. If the counterpart of the difference is found during the processing, regarding the differences that offset one another, the MNB refrains from the debiting or crediting defined in subpoint 2.3 of Chapter VII of the Business Terms and Conditions.

3.4. The MNB sends a separate notification letter about the differences settled as provided in point 3.3.

3.5. For the differences found, the MNB imposes the extra charge defined in subpoint 2.8 of Chapter VII of the Business Terms and Conditions.



**Annex 6**  
**to the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations**

**Carrying out cash transactions at emergency distribution locations**

During the performance of cash transactions at emergency distribution locations, in respect of the rights and obligations of the MNB and the Client not regulated in this Annex, the provisions of the Business Terms and Conditions shall be considered authoritative.

1. If an operational risk event takes place that makes the approaching of the Logistics Centre impossible, the MNB informs the Client without delay – directly verbally (over the phone) and/or in writing (e-mail) – about the fact of carrying out the cash transactions at an emergency distribution location.
2. At an emergency distribution location the MNB carries out only the depositing and withdrawal of fit banknotes to the credit or debit of a bank account as well as the crediting of unfit banknotes to a bank account as follows:
  - 2.1 On the day of giving the information defined in point 1 and on the next two working days the MNB does not receive any banknote deposits.
  - 2.2 Starting from the third working day following the giving of the information defined in point 1 the MNB accepts fit banknotes only in containers containing 250,000 banknotes of the same denomination and unfit banknote deposits only in foil bags containing 20,000 banknotes of the same denomination.
  - 2.3 As banknote depositing, the MNB only accepts closed and intact containers whose formation and closing procedure is recorded in an identifiable, verifiable and retrievable manner in a video recording.
  - 2.4 The MNB provides the foil bag and container needed for the banknote depositing starting from the second working day following the information defined in point 1. The MNB receives the demand for the packaging material at the [kpl@mnb.hu](mailto:kpl@mnb.hu) e-mail address.
  - 2.5 The MNB performs banknote withdrawal only in closed containers containing 250,000 banknotes of the same denomination.
  - 2.6 The MNB is also entitled to perform banknote withdrawal in containers formed and closed by the Client. In this case, the Client forming and closing the container shall be directly responsible for the difference found in the banknotes taken over from the MNB vis-à-vis the Client that initiates the banknote withdrawal.
  - 2.7 On the day of the provision of the information defined in point 1, the MNB accepts orders for performance on the same day within 3 hours from the provision of the written information defined in point 1, taking account of the deadline defined in subpoints 2.2.1 and 2.2.2 of Chapter II of the Business Terms and Conditions. The MNB rejects the performance of deposits that are physically not carried out before the written information defined in point 1 is provided.
  - 2.8 Starting from the working day following the day of the provision of information defined in point 1 the MNB accepts orders for performance on the same day until 11.00 hours.

- 2.9 The MNB begins to fulfil the orders at the emergency distribution location within eight hours from the time limit for submission. The MNB informs the Client about starting the distribution on the given day directly verbally (over the phone) and/or in writing (e-mail).
  - 2.10 The MNB carries out the cash transactions for the Clients on a first come, first served basis. The order of arrival is the registered sequence of the vehicles arriving at the location and initiating entry.
  - 2.11 The handover-takeover is documented on paper.
3. Entry of the Client to the emergency distribution location shall be in accordance with the generally valid entry rules issued by MPT Security Zrt. and CRITERION Kft. and made available for the Client by the MNB.

**Annex 7**

**to the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations**

**Framework of the MNB's availability concerning CHTO**

**Table 1: General applicable limits regarding the MNB's availability in the case of transactions concerning coins held to order that can be initiated by NHTO operator clients (cash withdrawal, cash depositing, exchange in stock)**

|                     | <i>General applicable limits (ea)</i> |                         |
|---------------------|---------------------------------------|-------------------------|
| <b>denomination</b> | <b>withdrawal limit</b>               | <b>depositing limit</b> |
| HUF 5               | 1,500,000                             | 7,000,000               |
| HUF 10              | 1,500,000                             | 6,000,000               |
| HUF 20              | 1,500,000                             | 6,000,000               |
| HUF 50              | 1,500,000                             | 5,000,000               |
| HUF 100             | 1,500,000                             | 6,000,000               |
| HUF 200             | 1,500,000                             | 3,500,000               |

**Table 2: Maximum number of coins that can be deposited or withdrawn on one coin day by an NHTO operator client, by denomination, ea**

| <b>denomination</b> | <b>shipment limit (ea)</b> |
|---------------------|----------------------------|
| HUF 5               | 1,500,000                  |
| HUF 10              | 1,500,000                  |
| HUF 20              | 1,500,000                  |
| HUF 50              | 1,500,000                  |
| HUF 100             | 1,500,000                  |
| HUF 200             | 1,500,000                  |

**Table 3: Format of the information concerning the MNB's availability on the individual opening days**

| Week ..... 20...         |  |  |                     |                                      |
|--------------------------|--|--|---------------------|--------------------------------------|
|                          |  |  | <i>current fact</i> | <i>MNB's availability</i>            |
| <b>denominatio<br/>n</b> |  |  | CHTO total          | transaction that can<br>be initiated |
| HUF 5                    |  |  |                     |                                      |
| HUF 10                   |  |  |                     |                                      |
| HUF 20                   |  |  |                     |                                      |
| HUF 50                   |  |  |                     |                                      |
| HUF 100                  |  |  |                     |                                      |
| HUF 200                  |  |  |                     |                                      |

**Annex 8**  
**to the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations**

**Agreement**  
**concerning coins held to order**  
**(sample for CIT Clients<sup>8</sup>)**

concluded by and between the Magyar Nemzeti Bank, 1054 Budapest, Szabadság tér 8–9; represented by: ..... (hereinafter: MNB) and .....(name of the CIT organisation), ..... (registered office); .....(company registration number); represented by: ..... (hereinafter: CIT organisation), hereinafter jointly: the Parties, regarding the placing and handling of a part of the MNB's cash stock at the CIT organisation's storage facility/storage facilities, in accordance with the following conditions.

1. The Parties agree that the CIT organisation will store cash owned by the MNB up to a limit amount of HUF ..... (hereinafter: coins held to order) at its storage facility/facilities specified in the Annex to this Agreement, and is entitled to perform the cash transactions as defined in the second paragraph of point 2 with it.

As part of the CHTO – up to the limit defined in the first paragraph of this point – the CIT organisation is also entitled to store the cash taken over from the MNB account holder for depositing it on the account holder's bank account held with the MNB at its storage facility/facilities specified in the Annex and to perform the cash transactions defined in the second paragraph of point 2 with it.

The MNB hands over only coins to the CIT organisation for holding.

The Parties continuously examine the size of the limit amount of the CHTO defined in the first paragraph of this point, and decide on its changing – within the framework of amending this agreement – if necessary.

2. The CIT organisation stores and preserves the CHTO at its own risk, and is obliged to refund any missing amount irrespective of the reason for its missing.

The obligation of the assumption of risk burdens the CIT organisation as of the time of taking over the cash constituting a part of the cash held to order from the MNB or the MNB account holder.

The CIT organisation is entitled to use the CHTO only for banknote and coin exchange carried out for its own clients and the MNB's HUF account holder clients, for performing coin depositing and coin withdrawal for the MNB's HUF account holder clients as well as for coin handover-takeover between the organisations that conclude agreements with the MNB concerning coins held to order, with the understanding that the value of the CHTO may not exceed the limit amount defined in the first paragraph of point 1, and the maximum value of the banknote amount handled

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<sup>8</sup> The individualised agreement for the given CIT Client is made available to the Client by the MNB.

as part of the cash held to order is 30% of the limit amount specified in the first paragraph of point 1, but not more than HUF 300 million.

The CIT organisation shall submit to the MNB the coins and banknotes exceeding the amount defined in the second paragraph of this point, in line with the provisions of point 8.

The value of the CHTO always has to equal the stock kept on record in the WebeC system regulated in point 5 of Chapter II and Chapter I of Annex 1 of the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations (hereinafter: Business Terms and Conditions).

3. The CIT organisation may place the CHTO only in a storage facility (facilities) – specified in the cash processing licence issued for it – that complies (comply) with the conditions set forth by the MNB concerning the storage of coins based on the requirements defined in the No. 10/2001 HFSA recommendation about the security conditions of the operation of financial organisations and in the recommendation of the Association of Hungarian Insurance Companies about the technical conditions of insurance against burglary and robbery referred to in the HFSA recommendation, using an indexation method.\* Upon designing the storage facility (facilities) the provisions of Act XXXI of 1996 on the Protection Against Fire, Technical Rescue and the Fire Department as well as of Decree 54/2014. (XII. 5.) BM on the National Fire Protection Code shall be taken into account.

The CIT organisation shall store the central bank money held to order separated from its own stocks and from stocks handled on behalf of third persons, in a place with at least double locking, in a processed state, in a way that allows taking stock of it (coins rolled in box or foil, or in sack secured by closing tape; banknotes in bundles, banknote packages and the remainder with banknote band on it).

4. The CIT organisation shall prepare and send a stock report to the MNB regarding the end-of-day closing stock of the CHTO in line with the relevant provision of Chapter IV of the Business Terms and Conditions.
5. The CIT organisation shall record the order of performing the tasks burdening it on the basis of this agreement in internal rules (rules of procedure).

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\* The MNB establishes on the basis of the amount by denomination of the value calculated according to the following formula the security conditions of which protection class specified in the recommendation of the Association of Hungarian Insurance Companies the CIT organisation has to comply with for the storage of the requested CHTO:

$$\frac{\text{number of pieces of the requested denomination} \times \text{face value of the requested denomination}}{\text{the index belonging to the requested denomination}}$$

The indices belonging to the individual coin denominations are as follows:

HUF 200: 38; HUF 100: 76; HUF 50: 152; HUF 20: 380; HUF 10: 760; HUF 5: 1520.

6. The CIT organisation attends to the tasks stemming from its storage and safe-keeping obligation free of charge, and bears the related costs itself.
7. The CIT organisation shall provide adequate cover (e.g. insurance, bank guarantee) for the CHTO stored by it for the limit amount defined in the first paragraph of point 1. The conditions related to the cover are determined by the Parties in a separate agreement (Supplementary Agreement).
8. The MNB assumes an obligation to exchange the cash delivered by the CIT organisation in the form of banknote or coin packed in line with the packaging instructions defined in the Business Terms and Conditions and not exceeding the amount specified in the first paragraph of point 1 exclusively into coins, in the denomination composition requested by the CIT organisation, as well as to satisfy the CIT organisation's demand to deposit cash from the CHTO to the MNB and to withdraw cash from the MNB to the CHTO, with the restrictions defined in subpoints 1.9–1.14 of Chapter IV of the Business Terms and Conditions.

Regarding the fees for carrying out the denomination exchange and satisfying the cash depositing and cash withdrawal needs defined in this point, the provisions of the Notice concerning the fees, extra charges and their settlement system related to transactions performed in cash by the Magyar Nemzeti Bank for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations are prevailing.

The CIT organisation shall indicate its intention to exchange denominations, deposit cash and withdraw cash in advance, in line with the relevant provision of Chapter IV of the Business Terms and Conditions. The preliminary notification obligation does not apply to the depositing of banknotes as defined in the third paragraph of point 2.

The CIT organisation is entitled to initiate denomination exchange, cash depositing and cash withdrawal within the opening hours determined for the operations concerning coins held to order in Chapter II of the Business Terms and Conditions or – based on preliminary arrangement with the MNB – at a time outside the opening hours.

The differences found during the committee processing in the MNB of the cash amount delivered for the purpose of denomination exchange or cash depositing shall be settled by the Parties on the basis of the minutes drawn up by the MNB, in cash, within 3 working days from the receipt of the minutes about the establishing of the difference.

If the difference is in the form of a missing amount, and it is not settled by the CIT organisation within 3 working days, the MNB will act as defined in the third paragraph of point 9.

9. The MNB is entitled to check the amount, denomination composition and storage conditions of the CHTO at the CIT organisation's storage facility/storage facilities at any time, without previous notice. The MNB's right to check also applies to the stock report defined in point 4 and the internal rules (rules of procedure) defined in point 5.

In the event that during the inspection the MNB finds that money is missing, the CIT organisation assumes an obligation to transfer the missing amount to the bank account specified by the MNB within 15 calendar days from the receipt of the minutes about establishing that the money is missing.

If, for any reason, the missing amount is not paid within 15 calendar days from the receipt of the minutes about establishing that the money is missing, the MNB will satisfy its claim that arose because of the missing amount from the cover defined in point 7. Following that, appropriately applying the provisions of point 10, the MNB hands over an amount of coins corresponding to the missing amount to the CIT organisation for replenishing the coins held to order by the CIT organisation to its current amount.

10. The CHTO is handed over by the MNB to the CIT organisation following the entry into force of this agreement, within the opening hours defined for operations concerning CHTO in Chapter II of the Business Terms and Conditions, in the value transfer room of the MNB's Logistics Centre (1239 Budapest, Európa út 1.). The CIT organisation undertakes to indicate its intention to take over the CHTO to the MNB before 12.00 hours on the working day preceding the day of the takeover by e-mail ([kpl@mnbb.hu](mailto:kpl@mnbb.hu)), giving the time of the takeover, the names of its representatives entitled to take the money over, the registration number of the transport vehicle as well as the requested quantity and denomination composition.

The MNB issues an electronic document about the handover-takeover of the CHTO, indicating the time and date of the handover-takeover, the denomination, number and value of the coins handed over as well as the names and electronic signatures of the Parties' representatives authorised for the handover-takeover.

The Parties' representatives authorised for the handover-takeover use the card containing the certificate issued by the service provider Giro Zrt. and suitable for electronic signature.

If the electronic signature does not work during the handover-takeover, the document prepared about the handover-takeover is printed from the MNB's IT system (IER), and the Parties' representatives authorised for the handover-takeover sign this printed document.

The CIT organisation shall ensure the transportation of the closed sacks and bigger storage units to the CIT organisation's storage facility/storage facilities as well as the necessary conditions (transport vehicle, personnel, escort) at its own cost.

11. Submitting the documents confirming the existence of the cover defined in point 7 to the MNB and the signing by the Parties of the Supplementary Agreement mentioned in point 7 are preconditions of the entry into force of this agreement.

This agreement enters into force on the day when all the aforementioned conditions are met.

12. This agreement is for an indefinite period of time, and any of the Parties is entitled to terminate it at any time with a 15-day written notice addressed to the other Party.

The Party exercising the right of notice shall, at its own cost, return the CHTO to the value transfer room specified by the MNB within 3 working days from the termination of this agreement.



13. The MNB has a right of notice with immediate effect if
- a) during the inspections it establishes that money is missing;
  - b) the CIT organisation uses the CHTO that it stores for a purpose other than the one specified in point 2;
  - c) the CIT organisation does not store the CHTO in a storage facility (facilities) meeting the conditions defined by the MNB in the first paragraph of point 3 or in a way as described in the second paragraph of point 3;
  - d) the CIT organisation fails to meet its obligation to send stock reports or does not meet it in line with point 4;
  - e) the CIT organisation fails to comply with the provisions of the Supplementary Agreement defined in point 7;
  - f) bankruptcy, liquidation or voluntary dissolution proceedings are launched against the CIT organisation;
  - g) the CIT organisation's cash processing licence is withdrawn by the MNB for any reason.

Within 3 working days from the receipt of the MNB's declaration about the termination with immediate effect of this agreement, the CIT organisation shall, at its own cost, return the CHTO to the value transfer room indicated by the MNB.

14. In respect of issues not regulated in this agreement, the Business Terms and Conditions as well as the relevant provisions of the Civil Code of Hungary shall be authoritative.

Budapest, .....

.....  
Magyar Nemzeti Bank

.....  
CIT organisation

**Storage facility of the CHTO  
placed by the MNB with .....**

In order to ease the change, exchange as well as depositing and withdrawal of cash denominations, from its cash stock the MNB places an amount of coins specified in the agreement to the below listed storage facility/facilities of .....

| <b>Address of the storage facility (facilities)</b> | <b>Value of the CHTO<br/>(HUF)</b> |
|---|------------------------------------|
|   |                                    |
|   |                                    |
|   |                                    |

**Supplementary Agreement**  
**(sample for CIT Clients, sample for the case when insurance is accepted as cover<sup>9</sup>)**

concluded by and between the Magyar Nemzeti Bank, 1054 Budapest, Szabadság tér 8–9; represented by: .....; (hereinafter: MNB) and ..... (CIT organisation), ..... (registered office); ..... (company registration number); represented by: .....(hereinafter: CIT organisation) – hereinafter jointly: the Parties – in accordance with the following conditions:

1. The Parties' objective with this agreement is to lay down the rules of providing the cover defined in point 7 of the agreement (hereinafter: Agreement) to be concluded regarding the storage of coins held to order at the CIT organisation's storage facility/facilities and the performance of specific cash transactions with them.
2. In case of the occurrence of a loss event defined in the insurance offered as cover by the CIT organisation and concluded with the ..... insurance company,
  - including property insurance as well as liability insurance elements,
  - covering losses occurring in the CHTO during both the storage, safe-keeping and processing activities at the location indicated in the Annex to the Agreement and during the cash transportation activity,
  - covering the losses occurring in the CHTO as a result of dishonest, fraudulent acts by the CIT organisation's employee or leader in any position and

affecting the CHTO, the MNB accepts the insurance that allows the direct payment to the MNB.

3. The CIT organisation assumes an obligation to continuously maintain its insurance defined in point 2 during the term of its contractual relations with the MNB based on the Agreement and to meet its fee payment and other obligations laid upon it from the insurance relationship according to the Agreement. The CIT organisation shall send a copy of the document confirming the payment of the current fee to the MNB within 5 days from the day when the payment of the fee becomes due.
4. The CIT organisation shall inform the MNB without any delay about any changes taking place in the conditions of the insurance and affecting the insurance company's services to be provided to the MNB.
5. Should the settlement of the amount missing from the CHTO for any reason fail to take place according to the relevant provisions of points 8 and 9 of the Agreement, and in the case of the occurrence of other insurance events related to the CHTO, the CIT organisation shall immediately inform the insurance company it has insurance relationship with about the aforementioned facts and take all the measures that are necessary pursuant to the insurance contract to enable the insurance company to provide its service directly to the MNB.
6. The provisions in point 5 do not affect to the CIT organisation's obligation to pay the co-insurance pursuant to the insurance contract, whose payment deadline is 15 days from the occurrence of the loss event.

Budapest, .....

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<sup>9</sup> The individualised agreement for the given CIT Client is made available to the Client by the MNB.

.....  
Magyar Nemzeti Bank

.....  
CIT organisation

**Supplementary Agreement**  
**(sample applying to CIT Clients, for the case when bank guarantee is accepted as cover<sup>10</sup>)**

concluded by and between the **Magyar Nemzeti Bank**, 1054 Budapest, Szabadság tér 8–9.; represented by: ..... (hereinafter: MNB) and .....(company name); .....(registered office); .....(company registration number); represented by: .....; (hereinafter: CIT organisation) – hereinafter jointly: the Parties – in accordance with the following conditions:

1. The Parties’ objective with this agreement is to lay down the rules of providing the cover defined in point 7 of the agreement to be concluded regarding the storage of coins held to order at the CIT organisation’s storage facility/facilities and the performance of specific cash transactions with them (hereinafter: Agreement).
2. The MNB accepts the irrevocable bank guarantee offered as cover by the CIT organisation and provided by ..... (name of the credit institution that provides the bank guarantee) to the benefit of the MNB for the amount of the CHTO, promising unconditional payment upon the first written order and expiring .....
3. The CIT organisation assumes an obligation to continuously maintain the bank guarantee defined in point 2 during the term of its contractual relations with the MNB based on the Agreement in a way that on the 30th working day prior to the current expiry it will have the bank guarantee extended by the issuing bank for a period of 1 more year, and to meet its fee payment and other obligations laid upon it from the bank guarantee relationship according to the Agreement. In addition, the CIT organisation shall take the necessary measures so that the guarantee providing ..... (name of the credit institution providing the bank guarantee) will inform the MNB about the fact of extending the bank guarantee without any delay.
4. Should the settlement of the amount missing from the CHTO for any reason fail to take place according to the relevant provisions of points 8 and 9 of the Agreement, the MNB will be entitled to use the bank guarantee.

Budapest, .....

.....  
Magyar Nemzeti Bank

.....  
CIT organisation

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<sup>10</sup> The individualised agreement for the given CIT Client is made available to the Client by the MNB.

**Agreement**  
**concerning coins held to order**  
**(sample for Credit Institution Clients<sup>11</sup>)**

concluded by and between the Magyar Nemzeti Bank, 1054 Budapest, Szabadság tér 8–9.; represented by: ..... (hereinafter: MNB) and .....(name, address and company registration number of the credit institution); represented by: ..... (hereinafter: Credit Institution), hereinafter jointly: the Parties, regarding the placing and handling of a part of the MNB's cash stock at the Credit Institution's storage facility/storage facilities, in accordance with the following conditions.

1. The Parties agree that the Credit Institution will store cash owned by the MNB up to a limit amount of HUF ..... (hereinafter: coins held to order) at its storage facility/facilities specified in the Annex to this Agreement, and is entitled to perform the cash transactions defined in the second paragraph of point 2 with it.

As part of the CHTO – up to the limit defined in the first paragraph of this point – the Credit Institution is also entitled to store the cash taken over from the MNB's HUF account holder for depositing it on the account holder's bank account held with the MNB at the storage facility/facilities specified in the Annex and to perform the cash transactions defined in the second paragraph of point 2 with it.

The MNB hands over only coins to the Credit Institution for holding.

The Parties continuously examine the size of the limit amount of the CHTO defined in the first paragraph of this point, and decide on its changing – within the framework of amending this agreement – if necessary.

2. The Credit Institution stores and preserves the CHTO at its own risk, and is obliged to refund any missing amount irrespective of the reason for its missing.  
The obligation of the assumption of risk burdens the Credit Institution as of the time of taking over the cash constituting a part of the cash held to order from the MNB or the MNB HUF account holder.

The Credit Institution is entitled to use the CHTO only for banknote and coin exchange carried out for its own clients and the MNB's HUF account holder clients, for performing coin depositing and coin withdrawal for the MNB's HUF account holder clients as well as for coin handover-takeover between the organisations that conclude agreements with the MNB concerning coins held to order, with the understanding that the value of the CHTO may not exceed the limit amount defined in the first paragraph of point 1, and the maximum value of the banknote amount handled as part of the cash held to order is 30% of the limit amount specified in the first paragraph of point 1, but not more than HUF 300 million.

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<sup>11</sup> The individualised agreement for the given Credit Institution Client is made available to the Client by the MNB.

The Credit Institution shall submit to the MNB the coins and banknotes exceeding the amount defined in the second paragraph of this point, in line with the provisions of point 8.

The value of the CHTO always has to equal the stock kept on record in the WebeC system regulated in point 5 of Chapter II and Chapter I of Annex 1 of the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations (hereinafter: Business Terms and Conditions).

3. The Credit Institution may place the CHTO only in a storage facility (facilities) that complies (comply) with the conditions set forth by the MNB concerning the storage of coins based on the requirements defined in the No. 10/2001 HFSA recommendation about the security conditions of the operation of financial organisations and in the recommendation of the Association of Hungarian Insurance Companies about the technical conditions of insurance against burglary and robbery referred to in the HFSA recommendation, using an indexation method.\* Upon designing the storage facility (facilities) the provisions of Act XXXI of 1996 on the Protection Against Fire, Technical Rescue and the Fire Department as well as of Decree 54/2014. (XII. 5.) BM on the National Fire Protection Code shall be taken into account.

The Credit Institution shall store the CHTO separated from its own stocks and from stocks handled on behalf of third persons, in a place with at least double locking, in a processed state, in a way that allows taking stock of it (coins rolled in box or foil, or in sack secured by closing tape; banknotes in bundles, banknote packages and the remainder with banknote band on it).

4. The Credit Institution shall prepare and send a stock report to the MNB regarding the end-of-day closing stock of the CHTO in line with the relevant provision of Chapter IV of the Business Terms and Conditions.
5. The Credit Institution shall record the order of performing the tasks burdening it on the basis of this agreement in internal rules (rules of procedure).
6. The Credit Institution attends to the tasks stemming from its storage and safe-keeping obligation free of charge, and bears the related costs itself.

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\* The MNB establishes on the basis of the amount by denomination of the value calculated according to the following formula the security conditions of which protection class specified in the recommendation of the Association of Hungarian Insurance Companies the Credit Institution has to comply with for the storage of the requested CHTO:

$$\frac{\text{number of pieces of the requested denomination} \times \text{face value of the requested denomination}}{\text{the index belonging to the requested denomination}}$$

The indices belonging to the individual coin denominations are as follows:

HUF 200: 38; HUF 100: 76; HUF 50: 152; HUF 20: 380; HUF 10: 760; HUF 5: 1520.

7. The MNB assumes an obligation to exchange the cash delivered by the Credit Institution in the form of banknote or coin packed in line with the packaging instructions defined in the Business Terms and Conditions and not exceeding the amount specified in the first paragraph of point 1 exclusively into coins, in the denomination composition requested by the Credit Institution, as well as to satisfy the Credit Institution's demand to deposit cash from the CHTO to the MNB and to withdraw cash from the MNB to the CHTO, with the restrictions defined in subpoints 1.9–1.13 of Chapter IV of the Business Terms and Conditions.

Regarding the fees for carrying out the denomination exchange and satisfying the cash depositing and cash withdrawal needs defined in this point, the provisions of the Notice concerning the fees, extra charges and their settlement system related to transactions performed in cash by the Magyar Nemzeti Bank for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations are prevailing.

The Credit Institution shall indicate its intention to exchange denominations, deposit cash and withdraw cash in advance, in line with the relevant provision of Chapter IV of the Business Terms and Conditions. The preliminary notification obligation does not apply to the depositing of banknotes as defined in the third paragraph of point 2.

The Credit Institution is entitled to initiate denomination exchange, cash depositing and cash withdrawal within the opening hours determined for the operations concerning coins held to order in Chapter II of the Business Terms and Conditions or – based on preliminary arrangement with the MNB – at a time outside the opening hours.

The differences found during the committee processing in the MNB of the cash amount delivered for the purpose of denomination exchange or cash depositing shall be settled by the Parties on the basis of the minutes drawn up by the MNB, in cash, within 3 working days from the receipt of the minutes about the establishing of the difference.

If the difference is in the form of a missing amount, and it is not settled by the Credit Institution within 3 working days, the MNB will act as defined in the third paragraph of point 8.

8. The MNB is entitled to check the amount, denomination composition and storage conditions of the CHTO at the Credit Institution's storage facility/storage facilities at any time, without previous notice. The MNB's right to check also applies to the stock report defined in point 4 and the internal rules (rules of procedure) defined in point 5.

In the event that during the inspection the MNB finds that money is missing, the Credit Institution assumes an obligation to transfer the missing amount to the bank account specified by the MNB within 15 calendar days from the receipt of the minutes about establishing that the money is missing.

If, for any reason, the missing amount is not paid within 15 calendar days from the receipt of the minutes about establishing that the money is missing, the MNB – based on the statutory lien (collateral) that the MNB is entitled to pursuant to Article 160(1) of Act CXXXIX of 2013 on the Magyar Nemzeti Bank on the Credit Institution's balance on its forint bank account held with the MNB – will debit the missing amount to Credit Institution's forint bank account held with the MNB. Following that, appropriately applying the provisions of point 9, the MNB hands over an amount of



coins corresponding to the missing amount to the Credit Institution for replenishing the coins held to order by the Credit Institution to its current amount.

9. The CHTO is handed over by the MNB to the Credit Institution following the entry into force of this agreement, within the opening hours defined for operations concerning CHTO in Chapter II of the Business Terms and Conditions, in the value transfer room of the MNB's Logistics Centre (1239 Budapest, Európa út 1.). The Credit Institution undertakes to indicate its intention to take over the CHTO to the MNB before 16.00 hours on the working day preceding the day of the takeover by e-mail ([kpl@mnb.hu](mailto:kpl@mnb.hu)), giving the time of the takeover, the names of its representatives entitled to take the money over, the registration number of the transport vehicle as well as the requested quantity and denomination composition.

The MNB issues an electronic document about the handover-takeover of the CHTO, indicating the time and date of the handover-takeover, the denomination, number and value of the coins handed over as well as the names and electronic signatures of the Parties' representatives authorised for the handover-takeover.

The Parties' representatives authorised for the handover-takeover use the card containing the certificate issued by the service provider Giro Zrt. and suitable for electronic signature.

If the electronic signature does not work during the handover-takeover, the document prepared about the handover-takeover is printed from the MNB's IT system (IER), and the Parties' representatives authorised for the handover-takeover sign this printed document.

The Credit Institution shall ensure the transportation of the closed sacks and bigger storage units to the Credit Institution's storage facility/storage facilities as well as the necessary conditions (transport vehicle, personnel, escort) at its own cost.

10. This agreement – concluded for an indefinite period of time – shall enter into force on the day of signature by both Parties or, in case of signature on different days, on the day on which it is signed by the last Party.
11. This agreement is terminated simultaneously with the termination of the HUF bank account of the Credit Institution held with the MNB.

The Credit Institution shall, at its own cost, return the CHTO to the value transfer room indicated by the MNB within 3 working days from the termination of this agreement as mentioned above.

12. Any of the Parties is entitled to terminate this agreement at any time with a 15-day written notice addressed to the other Party.

The Party exercising the right of notice shall, at its own cost, return the CHTO to the value transfer room indicated by the MNB within 3 working days from the termination of this agreement.

13. The MNB has a right of notice with immediate effect if

- a) the inspection mentioned in point 8 of this agreement establishes that money is missing;
- b) the Credit Institution uses the CHTO for a purpose other than the one specified in the second paragraph of point 2 of this agreement;
- c) the Credit Institution does not store the CHTO in a storage facility (facilities) meeting the conditions defined by the MNB in the first paragraph of point 3 of this agreement or in a way as described in the second paragraph of the point referred to above;
- d) the Credit Institution fails to meet its obligation to send stock reports or does not meet it in line with point 4 of this agreement;
- e) the MNB applies an exceptional measure as defined in Section 189(1) of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises against the Credit Institution, or liquidation or voluntary dissolution proceedings are launched against the Credit Institution/ in the case of a branch office: concerning the *[name of credit institution registered abroad]* establishing the Credit Institution as a branch office the MNB receives a notification defined in Article 6 of Directive 98/26/EC of the European Parliament and of the Council of 19 May 1998 on settlement finality in payment and securities settlement systems, as amended.

Within 3 working days from the receipt of the MNB's declaration about the termination with immediate effect of this agreement the Credit Institution shall, at its own cost, return the CHTO to the value transfer room indicated by the MNB.

13. In respect of issues not regulated in this agreement, the Business Terms and Conditions as well as the relevant provisions of the Civil Code of Hungary shall be authoritative.

Budapest, .....

Budapest, .....

.....

Magyar Nemzeti Bank

.....

Credit institution

## Annex 9

### 9. to the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations

#### Agreement

#### on nightly notes held to order

(sample<sup>12</sup>)

made and entered into by and between the

Magyar Nemzeti Bank, 1054 Budapest, Szabadság tér 8–9., represented by:..... ; (hereinafter: MNB)

and

..... [*registered office*]; company registration number: .....; represented by:.....  
(hereinafter: Account Holder),

as well as

..... [*registered office*]; company registration number: .....; represented by:.....  
(hereinafter: CIT organisation)

hereinafter jointly: the Parties, at the place and date and under the terms and conditions set out below:

#### Preamble

The Parties are aware of the following:

- as defined in the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations (hereinafter: Cash Business Conditions), for the account holder clients the MNB operates a nightly notes held-to-order scheme outside the VIBER business hours. The objective of the nightly scheme is to optimise the functioning of cash logistics and to create the possibility of forming logistics reserves without liquidity reduction for the account holders. By applying this scheme, the MNB's account holder clients – such as credit institutions and the post – can more easily adapt to the MNB's wholesale distribution and residual role, and thus the efficiency of the country's cash logistics processes and the security of their operation may strengthen. For the MNB's account holder clients the nightly notes held-to-order scheme allows the crediting by the MNB of the amount of the processed banknotes without the physical performance of the depositing at the MNB, and at the same time it provides adequate guarantee against financial risks for the MNB.
- pursuant to the number ..... Contract for Professional Services concluded by and between the Account Holder and the CIT organisation on ..... (hereinafter: Contract for Professional Services), the CIT organisation provides value processing, safe-keeping and storage services for the Account Holder.

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<sup>12</sup> The individualised agreement for the given Account Holder and CIT Client is made available to the Client by the MNB.

- pursuant to the number ..... Contract for Professional Services concluded by and between the Account Holder and ..... on ....., ..... also provides value processing, safe-keeping and storage services for the Account Holder. Considering this circumstance, ... for storing and handling the NHTO for the Account Holder, the MNB, the Account Holder and ..... concluded a – trilateral – agreement, whose content is identical with that of this agreement.

In view of the above circumstances, the Parties conclude the following agreement:

1. The Account Holder is only entitled to initiate the placing of a cash amount consisting of processed banknotes as NHTO, in line with the following.

The base unit of the limit amount of the NHTO due, in total, to the Account Holder – on the basis of this agreement and the agreement referred to in the third paragraph of the Preamble of this agreement, whose content corresponds to that of this agreement – is HUF .... i.e. HUF ..... (hereinafter: limit amount base unit).

The Account Holder is entitled to the placing of a cash amount corresponding to

- the double of the limit amount base unit, on the given day,
- the product of multiplication of the limit amount base unit and the calendar days of the given month, in the given month,

as nightly notes held to order.

2. With a separate agreement and in line with the terms and conditions set forth in the Cash Business Conditions, the Account Holder has the right to transfer, for use, the limit amount due to it to another Account Holder entitled to a limit amount or to take it over from another Account Holder.
3. The cash amount placed as NHTO by the Account Holder on a given working day is owned by the MNB, and the corresponding amount is kept on record by the MNB on a subaccount opened for the Account Holder for this purpose, which cannot be freely used by the Account Holder (hereinafter: Subaccount).
4. The balance of the Subaccount of the Account Holder is part of the statutory reserves, bearing an interest in line with the conditions that apply to the statutory reserves.<sup>13</sup>
5. NHTO is created every day by the acceptance by the MNB of the Account Holder's order aiming at the replenishment of the NHTO and submitted before the deadline, with the conditions and in the way defined in the Cash Business Conditions.

Based on the order defined in the first paragraph, the MNB credits the value of the NHTO to the Subaccount on the given working day, and at the same time it records an automatic debit entry corresponding in value to the credit entry vis-à-vis the Subaccount for the working day following the crediting as value date. The MNB notifies the Account Holder about the carrying out of the crediting as defined in the Cash Business Conditions.

The NHTO ceases to exist with the automatic debiting mentioned in the second paragraph.

For the management of the Subaccount and the automatic debiting transactions defined in the second paragraph the MNB charges the fee as defined in the most recent Notice about the fees, extra fees, commissions, postal and other costs on payment orders other than cash transactions relating to bank

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<sup>13</sup> In the case of Magyar Posta Zrt. the paragraph reads as follows: On the balance of the Account Holder's Subaccount – corresponding to the value of the temporary CHTO intended to be used – the MNB pays an interest equalling the current central bank base rate.

accounts managed by the Magyar Nemzeti Bank, and the order of discharging fees, costs and interest, as well as FX exchange rate margins.

6. The NHTO shall be stored at the storage facility/facilities of the Account Holder or CIT organisation specified in Annex 1 of this agreement, in the periods defined in the Cash Business Conditions as described therein; outside those periods the NHTO may be used freely.

The Account Holder or the CIT organisation stores and preserves the NHTO at its own risk, and in the case of any physical damage, missing or loss that occurs for any reason in relation to them during the storage (hereinafter jointly: deficit), the Account Holder or CIT organisation that performs the storing and safe-keeping shall be accountable to the Account Holder as provided by the Contract for Professional Services referred to in the second paragraph of the Preamble of this agreement. The fact and amount of any deficit does not affect the MNB's right defined in the second paragraph of point 5 of this agreement to automatically debit the Subaccount with its total balance as well as its right defined in point 8 of this agreement to debit the Account Holder's forint bank account held with the MNB with the amount of the contractual sanction. The MNB satisfies its claim that arose vis-à-vis the Account Holder because of the deficit by debiting the Account Holder's forint bank account held with the MNB, based on the statutory lien (collateral) that the MNB is entitled to pursuant to Article 160(1) of Act CXXXIX of 2013 on the Magyar Nemzeti Bank on the Account Holder's balance on its forint bank account held with the MNB.

The Account Holder or CIT organisation may not require the MNB to pay any fees or costs in connection with the tasks stemming from its storage and safe-keeping obligation.

7. The MNB is entitled to inspect the existence of the nightly notes held to order as well as their storage and safe-keeping in line with the provisions of the first paragraph of point 6 of this agreement at the storage facility/facilities of the Account Holder or the NHTO operator at the time defined in the Cash Business Conditions without previous notice.

During the on-site inspection the MNB also accepts as part of the NHTO the banknote amount withdrawn by the Account Holder from the MNB on the given day and being on the way from the MNB Logistics Centre to the inspected storage facility but included in the NHTO, and may wait for the shipment that is on its way.

The Account Holder performing the storage and safe-keeping or the CIT organisation shall provide the necessary personnel and material conditions for the random checking of banknotes that are not in transparent packaging.

The fact and findings of the on-site inspection are recorded by the MNB as defined in the Cash Business Conditions.

8. In the event that during the inspection defined in point 7 of this agreement the MNB finds a difference in quantity regarding the notes held to order at the inspected storage facility, or establishes the breaching of the rules defined in the first paragraph of point 6 of this agreement concerning the processed state and packaging of banknotes, it imposes an extra charge on the basis of the minutes defined in the fourth paragraph of point 7 of this agreement as follows.

In the case of the first establishing of the breach of contract defined in the first paragraph within the given calendar year (hereinafter: year under review), based on the double of the limit amount base unit of the NHTO defined in point 1 of this agreement the MNB debits the Account Holder's HUF account held with the MNB with an extra charge corresponding to an interest compensation calculated for 1 day on the basis of the central bank base rate prevailing on the day when the breach of contract was established.

In the case of a repeated establishing of the breach of contract defined in the first paragraph within the year under review, based on the limit amount base unit of the NHTO defined in point 1 of this agreement the MNB debits the Account Holder's HUF account held with the MNB with an extra charge corresponding to an interest compensation calculated for 30 days on the basis of the central bank base rate prevailing on the day when the breach of contract was established.

The application of the extra charge defined in this point does not affect the MNB's right of notice with immediate effect defined in subpoints a) and b) of point 13 of this agreement.

9. Any notification, communication, request, instruction or consent between the Parties related to this agreement (hereinafter jointly: notification) shall be effective only in writing, with the understanding that with the exception of the cases of exercising the right of notice as defined in points 12 and 13 of this agreement as well as with the exception of amendments to this agreement, notifications forwarded by telefax or e-mail will also be considered written notification by the Parties.

Any notification set forth in this agreement shall be considered delivered as follows:

- in case of delivery by courier, at the moment of delivery;
- in case of transmission via telefax or e-mail, at the time of the successful sending indicated by the time-stamp of the fax machine or the mail system (activity or delivery report).

The Parties shall send their notices in writing to the contact addresses of the contact persons specified above.

The Parties shall immediately notify each other of any changes in their contact data. The defaulting Party shall be liable for any damage arising from its failure to give notice.

The Parties designate the following persons for communication between each other, making notifications as well as their receipt and for consultation:

Contact persons on behalf of the MNB:

Name:

Tel.:

FAX:

E-mail:

Name:

Tel.:

FAX:

E-mail:

Contact persons on behalf of the Account Holder:

Name:

Tel.:

FAX:

E-mail:

Name:

Tel.:

FAX:

E-mail:

Contact persons on behalf of the CIT organisation:

Name:

Tel.:

FAX:

E-mail:

Name:

Tel.:

FAX:

E-mail:

10. The Parties shall treat as business secret all facts, data, information or solutions regarding the other Party or concerning its activity they learnt about during this legal relationship and not protected by law as any other type of secret, and without the concerned Party's consent the Parties may not make this secret available or known for or transfer to unauthorised persons, or make it public.

The Parties' above secrecy obligation will continue to exist even after the termination of this legal relationship, for an unlimited period of time.

The Parties shall ensure that the secrecy obligation defined in this point will also be complied with by their employees and agents involved in the performance.

11. This agreement shall enter into force on the day of signature by both Parties or, in case of signature at different times, on the day on which it is signed by the last Party.
12. This agreement is for an indefinite period of time, and any of the Parties is entitled to terminate it at any time with a 15-day written notice addressed to the other two Parties.
13. The MNB has a right of notice with immediate effect if
  - a) within the year under review, during the on-site inspection defined in point 7 of this agreement it establishes a difference in quantity affecting more than 50% of the NHTO or a breach of the rules regarding the processed state and packaging of banknotes as defined in the first paragraph of point 6 of this agreement;
  - b) within the year under review, during the on-site inspection defined in point 7 of this agreement it repeatedly establishes a difference in quantity concerning not more than 50% of the NHTO or a breach of the rules regarding the processed state and packaging of banknotes as defined in the first paragraph of point 6 of this agreement;
  - c) the MNB applies an exceptional measure as defined in Section 189(1) of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises against the Account Holder, or liquidation or voluntary dissolution proceedings are launched against the Account Holder/ in the case of a branch office: concerning the *[name of credit institution registered abroad]* establishing the Account Holder as a branch office the MNB receives a notification defined in Article 6 of Directive 98/26/EC of the European Parliament and of the Council of 19 May 1998 on settlement finality in payment and securities settlement systems, as amended;
  - d) bankruptcy, liquidation or voluntary dissolution proceedings are launched against the CIT organisation.
14. In respect of issues not regulated in this agreement, the Cash Business Conditions, the Business Terms and Conditions for bank accounts managed by the MNB and for settlements in forint and foreign exchange transactions, the Notice about the fees, extra fees, commissions, postal and other costs on payment orders other than cash transactions relating to bank accounts managed by the Magyar Nemzeti Bank, and the order of discharging fees, costs and interest, as well as FX exchange rate margins, the contract(s) for professional services referred to in the second and third paragraphs of the Preamble of this agreement as well as the relevant provisions of the Civil Code shall be authoritative.

This agreement consists of ... numbered pages and is made in ..... (...) fully identical original copies, each page of which is signed by the representatives of the Parties, and each Party is entitled to two originals.

The following Annex shall be considered an integral part of this contract:

Storage facilities of the nightly notes held to order

Budapest, ... 20... ..

.....  
Magyar Nemzeti Bank

.....  
Account Holder

.....  
CIT organisation



**Storage facilities of the nightly notes held to order**

| <b>Address of the storage facility</b> |  |
|--|--|
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|  |  |
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**Annex 10**

**to the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations**

**Declaration  
for the forwarding of data in electronic mail<sup>14</sup>**

The

..... *[name of the Client]*

(registered office:.....;

company registration number: .....)

hereby allows / does not allow<sup>15</sup> the Magyar Nemzeti Bank (MNB) to forward, upon the Client's request, the accounting records and documents concerning the acceptance and implementation of its orders by the MNB regarding cash transactions submitted in line with the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the MNB and for cash-in-transit organisations in a non-encrypted electronic letter, in PDF format attached to an electronic letter to the e-mail address<sup>16</sup> given below.

Name of administrator: .....

Telephone number: .....

E-mail: .....

The

..... *[name of the Client]*

assumes an obligation that it will notify the MNB in writing, within 5 working days about any changes taking place in the above given data, and acknowledges that the MNB will not assume any responsibility for the consequences stemming from the Client's failure to meet its obligation to report the change.

This declaration is valid until its withdrawal.

Budapest, ..... 20

.....

Client's authorised signature

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<sup>14</sup> The declaration shall be sent to the MNB by fax or by post.  
<sup>15</sup> Underline as appropriate.  
<sup>16</sup> More than one e-mail address can be given.

## Annex 11

### to the Business Terms and Conditions of transactions performed in cash for clients with HUF bank account at the Magyar Nemzeti Bank and for cash-in-transit organisations

#### Content elements of minutes related to expert examination

1. The reason for initiating the expert examination\*:
  - a) suspicious banknote or coin,
  - b) incomplete forint banknote where it cannot be clearly established whether its surface exceeds 50%,
  - c) incomplete forint banknote whose surface does not exceed 50%
  
2. The minutes regarding the banknote/coin submitted for expert examination shall contain the following data, subject to the exceptions in points 3–5:
  - a) particulars of the banknote/coin (currency type, denomination, year of issue, quantity, serial number),
  - b) data of the depositor (holder) of the banknote/coin (in the case of a natural person: family name and given name, address, description and number of identification document; in the case of a legal person or unincorporated organisation: name of the legal person or of the unincorporated organisation, its registered office and the identification data of the natural person acting on its behalf as required in this point),
  - c) place and time of the detection of the banknote/coin,
  - d) brief description of the circumstances of the detection,
  - e) depositor's (holder's) statement as to the origin of the banknote/coin,
  - f) depositor's (holder's) signature,
  - g) registered office of the CIT organisation or cash distributor that draws up the minutes,
  - h) place and date of drawing up the minutes, signature of the persons drafting it and
  - i) serial number of the minutes.
  
3. CIT organisations shall draw up the minutes referred to in point 1, subject to the difference that they are not required to indicate the data mentioned under points 2 e) and f), and as regards point 2 b) they are to indicate the particulars of their principal and the principal's premises affected.
  
4. If the depositor (holder) of the banknote/coin refuses to supply the information under point 2 in full when so requested, it shall be duly indicated in the minutes.
  
5. The minutes regarding the suspicious banknote originating from a machine operated by the client shall be compiled without the data mentioned under points 2 e) and f).

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\* Underline as appropriate.