

EXCLUSIVE BEST CHANGE ZRT

(H-7621 Pécs, Citrom u.2-6.)
TERMS OF BUSINESS

To be reviewed when necessary, as a minimum at the beginning of each year
Responsible for the review: CEO

Adopted at: Budapest, 22/03/2022
Modified: Pécs, 1 August 2023

**Terms of Business
of Exclusive Best Change Zrt.**

Clause I

Purpose and scope of these Terms of Business

Based on the business relationship established between the Client and the Company, the Company's primary duty and objective is to execute the Client's orders with due diligence and with the utmost consideration of the Client's interests.

The purpose of these Terms of Business is to provide a definite and clear basis for the Company's relations by specifying concepts and forms of conduct, furthermore to facilitate the rapid and efficient operation of business relations by setting out general rules.

For the purposes of these Terms of Business, the Client and the Company shall be deemed to be Contracting Parties. A Client is a natural or legal person for whom the Company provides currency exchange services.

The provisions of the Terms of Business apply to all business relations between the Client and the Company.

The Terms of Business are public and can be consulted by anyone, its contents are available in the premises open to clients.

The Company is entitled to unilaterally amend the provisions of these Terms of Business at any time in the event of an amendment to Act No. LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing, Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises and Government Decree 297/2001 (XII.27.) on Currency Exchange Activities.

Clause II

The service provided by the Company

Exclusive Best Change ZRT. carries out currency exchange activities as a prime intermediary of Raiffeisen Bank.

Currency exchange activity: the purchase and sale of foreign currencies for the legal tender and the purchase and sale of foreign currencies for foreign currencies.

Financial intermediation (prime intermediary activity): an activity carried out for the benefit of a financial institution, on its behalf, under its responsibility and at its risk, for the purpose of providing financial services or ancillary financial services under a contract of agency.

VAT refunds for foreign travellers as an agent for Global Refound Rt., toll and telephone top-ups for Kupon Kft., bank card payments for OTP Bank Nyrt., Western Union Moneytransfer, Exclusive Cash Rt. and MoneyGram, are carried out by the Company as an agent for EXC Finance.

Clause III

Documents

The provisions regarding customer identification of Act No. LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing shall be published by the money exchange provider in a single notice in the premises designated for client reception in order to ensure proper administration.

Pursuant to Act No. LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing, customer identification is mandatory in cases specified by the law, in particular in cases of currency exchange transactions with a value of or exceeding HUF 300,000 and copies must be made of the accepted identification documents.

During the identification process, the following client data must be recorded:

- last name and first name (name at birth),
- residential address,
- citizenship,
- type and number of the identification document,
- in case of foreigners, the place of residence in Hungary;
- place and date of birth,
- mother's name;

In the case of legal persons or other entities without legal personality, the following must be recorded:

- name, abbreviated name,
- the address of its registered office or, in the case of a foreign company, the address of its branch in Hungary,
- in the case of a legal person registered with a company court, the company registration number, and in the case of other legal persons, the number or registration number of the court decision on its incorporation (registration, inscription).
- main activity,
- the names and functions of the persons authorised for representation,
- the data required to identify the person authorised to act as an approved agent.

In addition to the above, the client is obliged to make a written declaration to the service provider that he/she is acting on his/her own behalf or on behalf of the beneficial owner, and accordingly the beneficial owner's data must be recorded as specified in Act No. LIII of 2017.

Both the natural person and the agents and beneficial owners of legal persons or unincorporated entities will be required to provide a declaration as to whether or not they are prominent public figures, as defined in Act No. LIII of 2017.

Act No CXIX of 2019 amending Act No LIII of 2019 modifies the Act on the Prevention and Combating of Money Laundering and Terrorist Financing (Act No. LIII of 2017).

The identification threshold is set by the legislator at HUF 100,000 however, for transactions reaching HUF 100,000 but below HUF 300,000 identification may be simplified for natural persons. It is sufficient to record the last and first name, place and date of birth of the natural person based on a verbal declaration.

The presentation of an ID document is not required to verify the data or identity, however, the service provider may request such a document on a risk-sensitive basis.

Clause IV

Cashier service

The Company will provide cashier services during the announced cash office hours at its business premises.

During the opening hours of the cash office, the company is obliged to continuously provide the necessary HUF cover for the currency exchange activity.

As a result of the provisions of Decree 9/2016 of the Ministry of National Economy (MNE) amending Decree 48/2013 of the MNE on the technical requirements, the distribution, the use and maintenance of cash registers for issuing receipts and the provision of data recorded on cash registers to the tax authority, from 1 January 2017, taxpayers performing only currency exchange activities within the scope of agency activities related to securities and commodities –according to the Standard Industrial Classification of Economic Activities 66.12– are obliged to use online cash registers.

Clause V

Liability

In the conduct of its business, the Company shall at all times act with the utmost regard to Client's interests and with due diligence as possible in the specific circumstances.

The Company and the Client shall, in accordance with the requirements of mutual cooperation, promptly inform each other of the circumstances (exchange rate discount, metal coins) and facts relevant to the transaction, shall timely answer each other's questions in connection with the transaction, and shall notify each other without delay of any changes, errors or omissions.

The Company shall not be liable for any damage resulting from force majeure, instructions from domestic or foreign authorities or from the disruption of the Company's operations. The same applies in the event that the Company ceases or limits its operations for a certain period of time for a legitimate reason.

The client has no right of complaint against the company, and the company has no right of complaint against the client after the money exchange transaction has been completed and the client has left the cash office.

No claims may arise against each other.

The company determines the exchange rate several times a day. There may be exchange rate differences between some of the Company's cash offices. The Company shall display the current exchange rates in a place clearly visible to the Client.

Exchange rate discount: the amount of the difference from the daily exchange rate is indicated on a separate exchange rate list.

- The cashier may only accept genuine and circulating tenders (banknotes and coins) from the person requesting the exchange and may only make payments in such currency. Incomplete, damaged or mutilated banknotes cannot be accepted, unless they are fully redeemable (fit for payment). A coin will not be accepted if it can be proved that it has been damaged or worn not as a result of natural wear in circulation, but for some other reason (e.g. deliberate damage).
- If the cashier finds a suspected counterfeit banknote or coin among the currency handed over to him/her, he/she may not accept it as tender. In such a case, the banknote or coin must be retained and the person requesting the exchange must be questioned and a record must be made of where and from whom he/she received the suspect banknote; a document proving his/her identity also must be requested and the record must be taken on that basis. The record (in 3 copies) must include the name and address of the person requesting the exchange, and the serial number and amount of the money. The suspected counterfeit money must be attached to the recorded report. Of the 3 copies, one must be given to the client, one must be kept on file, and the third copy must be forwarded either to the territorially competent police station or to the Issue Department of the Central Bank of Hungary (MNB), which is the responsibility of the **Territorial Manager**.
The police must be informed immediately if the client shows suspicious behaviour or refuses to identify him/herself.
- The authenticity or counterfeit nature of a suspected banknote is determined by an expert report prepared by the MNB, which is communicated to the submitting party.
- Banknotes that are found to be counterfeit are treated by the MNB as a deposit and are not subject to any reimbursement.
- The banknote found to be genuine is returned to our company by the MNB after the examination, we inform the client and return the genuine banknote to the him/her.

Clause VI

Commissions, management fees, charges

The Company is entitled to charge administration fees for its services, which the Client is obliged to pay at the time of using the service. The Company does not charge any additional commissions or fees for the provision of its services.

The administration fee set by the Company may vary from office to office, and will be published in the offices open to client traffic.

The Company has the right to change the administration fee at any time, depending on changes in the financial markets, legislation or business considerations, and shall inform the client of such changes by means of a notice displayed in an easily accessible and permanent manner 15 days before the change comes into force.

Reasons that may justify a change in the administration fee may include:

- changes in public charges (e.g. tax, transaction duty) related to the exchange office's activities
- changes or increases in credit institution/bank fees, commissions, costs related to the activities of the exchange office
- changes in conditions, economic factors and costs (utility charges, rents, postal and telecommunications charges) that have a significant impact on the operating costs of the exchange office
- changes in the legislation, central bank regulations or other regulations applicable to or related to the activity and operating conditions of the exchange office, or changes in the regulations that are binding on the exchange office.

Clause VII

PAYMENT BY BANK CARD

With the approval of the Bank, Exclusive Best Change ZRT, as of 25.07.2016, accepts bank cards used by clients as a means of cash substitute payment in the course of currency exchange activities, subject to the applicable rules and the regulations set out below.

The Exchange Office has entered into a contract directly with OTP Bank Nyrt. as POS service provider for the purpose of processing bank card payments. The conclusion of the contract and its amendment require the prior approval of Raiffeisen Bank Zrt.

The settlement and payment of the commission by the Exchange Office to the POS service provider may in all cases be carried out separately from the currency exchange activities, from the Exchanger's own bank account.

The Bank shall settle the amount due to the Exchange Office on a daily basis (on business days), after which the balance of the separate subaccount shall be "HUF 0" at the end of each business day.

For bank card payments, the so-called "POS charge-back" and the settlement of disputed amounts (bank card complaints) shall only be carried out directly between the Exchange Office, the POS service provider and the service provider operating the settlement system for bank card payments (VISA and MasterCard settlement systems). The Bank is not directly involved in these processes and procedures.

Clients may only exchange money using a bank card when making a payment in HUF.

The Exchange Office may carry out bank card payments - by mutual agreement between the Exchange Office and the Bank - at the following branches:

- Pécs Mall
- Kaposvár Mall
- Szekszárd city centre
- Szekszárd Tesco
- Bonyhád
- Paks
- Dombóvár Tesco
- Kaposvár Tesco
- Siófok Tesco
- Marcali
- Pécs Árkád
- Pécs Tesco
- Szigetvár
- Békéscsaba Tesco
- Gyula Tesco
- Szarvas Tesco
- Debrecen Fórum
- Debrecen Tesco
- Debrecen Mall
- Hajdúböszörmény
- Berettyóújfalu Tesco
- Karcag Tesco
- Tiszaújváros Tesco

- Nyíregyháza Tesco
- Nyíregyháza Mall
- Nyíregyháza Korzó
- Kisvárda Tesco
- Sátoraljaújhely Tesco
- Mátészalka Tesco
- Nyírbátor
- Kecskemét Tesco
- Kiskunhalas Tesco
- Kiskőrös Tesco
- Kiskunfélegyháza Tesco
- Szolnok Mall
- Szolnok Auchan
- Cegléd Tesco
- Szeged Tesco
- Szeged Mall
- Szeged Napfénypark (shopping centre)
- Szeged Praktiker
- Szentes Tesco
- Hódmezővásárhely Tesco

The Exchange Office is entitled to accept bank card payments at its other branches with the Bank's prior written consent.

The Exchange Office shall report bank card payments per branch and per exchange to the Bank in accordance with Clause 2.22 of the Contract of Agency, with the Exchange Office sending the Bank a report on bank card payments together with the other reports, but in a separate format - Excel (Microsoft).

The Exchange Office shall post information on the rules for clients concerning bank card payments in its branches.

Proof of payment by credit card:

- The first copy printed by the POS terminal, signed by the client, must be attached to the sales receipt, and the second copy must be given to the client with the original sales receipt.
- The daily closing must also be done in the POS terminal, the closing receipt must be attached to the daily currency closing tape.

Clause VIII

The definition of business secrets, confidentiality obligations

The Company will treat the facts and data that it obtains in the course of its dealings with the Client as trade secrets. Trade secrets are all facts, information and data available to the Company about individual clients, which relate to the client's person, data and financial situation.

Trade secrets may only be disclosed to third parties in cases provided for by law.

The Company shall not be liable for the consequences of the legal requirements regarding confidentiality obligations.

Clause IX

The concept of banking secrecy, confidentiality obligations

Banking secrecy includes all facts, information, solutions or data available to the Intermediary about each client, relating to the client's person, data, assets, business activities, economic management, ownership or business relations, account balance, turnover and contracts concluded with the financial institution. The Intermediary is aware of the legal provisions relating to banking secrecy, its management and preservation, and undertakes to comply with and enforce them.

Clause X

Inspection

The intermediary consents to the Credit Institution and/or the Supervisory Authority (MNB) to inspect without restriction its management and its books and ledgers in relation to its activities and that its currency exchange activities are carried out in accordance with the law.

Clause XI

Procedure for complaints relating to Currency Exchange activity

The Intermediary provides the means for submitting written complaints about its activities through a dedicated form.

The Company keeps a central register of all complaints submitted to it and immediately submits each complaint received to the Credit Institution.

KÓSA Zoltán