



General information for heirs on OTP Bank's inheritance administration

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With this information, we aim to provide assistance so that, in the event of a death, the inheritance placed in a banking product can be handled as smoothly and quickly as possible. This information relates to the handling of inheritance cases concerning retail and corporate products provided by OTP Bank Plc., including real estate-type loans provided by OTP Mortgage Bank Ltd. and OTP Building Society Ltd., as well as housing savings contracts sold by OTP Building Society Ltd. (hereinafter collectively referred to as: products managed on commission).

Since OTP Bank manages the products of OTP Mortgage Bank Ltd. and OTP Building Society Ltd. on commission, the banking tasks mentioned in this information are fulfilled by OTP Bank Plc. on behalf of these two organizations. Heirs and their representatives can submit announcements, declarations and requests intended for OTP Mortgage Bank Ltd. and OTP Building Society Ltd. to OTP Bank in the manner described in this information.

From 1 January 2025, the information covers tasks related to the Széchenyi Leisure Card (hereinafter referred to as SZÉP Card) managed by OTP Bank.

A. Transfer of inheritance – General rules

1. Documents required for the transfer of inheritance

One of the prerequisites for the transfer of inheritance is that the heir must present to OTP Bank Plc. (hereinafter referred to as: Bank)

- an original final estate transfer decree, of content acceptable to the Bank, or
- an original supplementary final estate transfer decree, of content acceptable to the Bank, or
- an excerpt of the final estate transfer decree, prepared by a notary public and containing information related to banking products, or
- a final court judgement, or
- a foreign document equivalent of these, proving the transfer of inheritance, or a European certificate of succession (hereinafter collectively referred to as: estate transfer decree), according to specific rules.

additionally, in the case of inheritance managed in securities, the heir must provide:

- their tax identification number, and
- the tax authority's decision on the duty. In the absence of such a document, the heir should declare either that the duty has not been established yet, or that the heir is a direct relative or surviving spouse.

By **estate transfer decree of acceptable content**, OTP Bank Plc. means the following:

- The testator, the heir(s), and – if any – the beneficiaries are clearly identifiable in the decree (minimum data required for clear identification: name, mother's maiden name, birth name, place, and date of birth),
- the financial assets to be transferred are specified in detail,
- the decree does not contain factual or substantive errors or incorrect data,
- the legal grounds and proportion of participation from the inheritance can be clearly determined.

In the case of inherited securities, if a transfer of the securities occurred between the heirs during the inheritance proceedings, in addition to submitting the excerpt of the final estate transfer decree, the Bank may also request other documents containing the personal data of the transferring heirs.

If the estate transfer decree has been corrected or supplemented by the notary public, the presentation of such corrected or supplementary decrees may also be required for the settlement of the inheritance.

In the case of foreign documents, it might be necessary to have the documents recognized, authenticated and provided with an Apostille clause, and to submit their certified Hungarian translation to OTP Bank Plc. in accordance with the Act on Private International Law of 2017 (XXVIII). These additional steps ensure that the foreign documents are legally valid and accepted in Hungary for the purpose of the transfer of inheritance.

OTP Bank Plc. may make a copy of the presented documents for its records or administrative purposes. This is a common practice to maintain documentation related to transactions and legal matters.

2. Scope of information that can be provided to the heir

The heir, who has been proven with a legally binding and fully valid estate transfer decree, has the right to receive information about any data related to the bank product inherited by the deceased customer, including information from the period preceding the customer's death.

In the case of savings, if the heir requests information about an account and/or savings book to which a co-owner is also connected, and the identity of the heir and the co-owner do not match, no information about the account and/or savings book transactions can be provided. If the heir still needs this information, only the name and address of the co-owner can be provided to them.

3. Method of the transfer of inheritance

With a full estate transfer decree in hand, heirs can individually visit any OTP Bank branch (except in the case of inheritance kept in a safe deposit box) to take over their inheritance.

If the decree specifies that another person (e.g. beneficiary) is also required to be present for the transfer of inheritance, it is recommended to proceed jointly.

If the heir is incapacitated or unable to attend, they can also give instructions by letter during the inheritance process, or a one-time mandatory can act on their behalf in the bank branch.

4. Transfer of inheritance in the case of minor heirs

If the estate transfer decree concerns a minor heir and does not contain any restriction by the guardianship authority, the legal representative (parent) can decide on the takeover of the minor's inheritance (deposit, bank account, security, home savings contract inheritance) **without presenting a guardianship authority decision**.

However, if the minor heir does not have an identification card, the presentation of the minor's birth certificate is required.

Given that the guardianship authority can restrict the property management rights of the parent providing legal representation as a sanction, the parent wishing to dispose of the bank product must declare whether they are under such restriction.

If a guardian, not the parent, provides legal representation for the minor, the approval from the guardianship authority is required for the validity of the guardian's declaration of intent if the value of the asset affected by the disposition exceeds ten times the current minimum amount of the old-age pension.

If the minor heir is not a Hungarian citizen, the rights of legal representatives are determined by the law of the state of citizenship. In this case, the approval from a foreign guardianship authority may be required to take over the inheritance, or a parental declaration regarding property management may be needed.

5. Transfer of inheritance in the case of heirs under guardianship

If the heir is under guardianship, OTP Bank Plc. proceeds according to the guardianship authority decision when transferring the inheritance, except if the ward requests the internal transfer of the inherited amount to a guardianship deposit (account, savings book) or a guardianship securities account held in their name at OTP Bank.

6. Responsibility of the heir

The heir is liable for the estate's debts to the creditors with the estate's assets and its benefits. If, when the claim is enforced, the estate's objects or benefits are not in the possession of the heir, the heir is also liable with their other assets up to the value of the inheritance.

In the event that the heir is willing to enter into the loan as a personal debtor, or (in the case of residential real estate-backed loans) a notarial deed amendment agreement is concluded, the heir's obligation expands to the level of full personal responsibility. Hence, they are fully liable with their entire property for the outstanding debt, just as the deceased debtor was.

7. Payment of expired debt

In the case of inherited debt, the Bank is entitled to make set-offs for expired, voluntarily unpaid claims based on Section 6:49 of Act V of 2013 on the Civil Code (hereinafter referred to as Civil Code). The Bank can enforce its right of set-off against the accounts held with the creditor, which are to be transferred in the final estate transfer decree.

In the case of multiple heirs, the Bank can claim the entire expired debt from the heir wishing to accept the inheritance, but no more than the value of the assets they inherited. If multiple heirs appear at the same time for the purpose of estate acquisition, the expired debt must be claimed proportionally from them.

When applying the set-off, the Bank pays out the amount from the savings to the heir, reduced by the expired debt.

If the Bank only has an excerpt of the final estate transfer decree, i.e., it only contains the products managed by the Bank, the Bank cannot examine the entire estate, and therefore requests the full payment of the debt from the heir. In this case, proving that the inherited assets are less than the outstanding debt amount is the responsibility of the heir, which can be verified by presenting the final estate transfer decree.

8. Tracing of the heir

If the heir does not come forward to claim the inheritance within 30 days after the bank's receipt of the final estate transfer decree, the Bank will notify the heir in writing about the possibility of taking over the inherited share, using the notification address mentioned in the decree.

In the case of savings, the Bank will send out the notification and inquiry only once. If the address mentioned in the decree is incomplete, or if the inheritance for each heir is less than 5000 HUF, then the Bank will not contact the heir.

B. Transfer of inheritance managed as savings

1. Payment of inheritance managed as savings

Before visiting the bank branch, it's worth considering how you wish to use the inherited sum, where you wish to invest it, and whether you prefer the inheritance to be transferred or given in cash. Heirs can visit any OTP bank branch separately or together, (except for safe rental, where the heirs must visit the branch managing the safe together).

If the heir is unable to manage the inheritance in person, they can use the following solutions:

a) Appoint a one-time mandatory to act on their behalf at the bank branch

- The temporary **authorisation must include** the following details: the official document number (with which OTP Bank can identify both the authoriser and the mandatory), the date and place of the authorisation, the signature of the authoriser, the tax identification number or tax number in the case of inheriting securities, and the details of the transaction (account number, final estate transfer decree number) for which the mandatory can act at OTP Bank.
- Depending on the specific nature of a transaction or for the protection of its customers, OTP Bank may require the authorisation to be executed in an authentic instrument by a notary public or in the form of an official document (in the case of authorisations made abroad, consular certification and authentication is needed).
- **A one-time authorisation must be executed in an authentic instrument by a notary public** in transactions exceeding 1 million HUF or if given by a customer not yet identified by OTP Bank Plc.
- Detailed information on acceptable authorisations can be found in points II. 7-9 of General Business Regulations of OTP Bank.
- **A sample one-time authorisation for receiving the inherited savings can be found on OTP Bank's website.**

b) send a letter of disposition

- If you wish to dispose by letter, you must send the original document, or a certified copy that served as the basis for the inheritance transfer, to the bank.
- When designating a target account maintained abroad, please provide the IBAN, and for non-EEA member states, also the SWIFT code, the name, and address of the bank managing the account.

If the heir **decides to keep the inherited bank account** and change the account holder's name, a new bank account contract must be signed; **this can only be done in person at a bank branch. For simpler and faster administration**, we recommend not retaining the deceased's contract but concluding a new one.

The provisions described in point I. apply to corporate products.

There is no option to keep the existing contract for savings books and securities accounts. It is advisable to visit the bank with those who will become account holders or those who will be registered as permanent mandatories.

In the case of inheriting securities, it is necessary to open a securities account even if you do not wish to keep the securities for the future, as it is prescribed by law that inherited securities can only be transferred to a securities account held in the name of the heir. The transfer of other inherited savings can be made to your own account, a loan account, or an account held in another person's name, but providing the name of the beneficiary on the account to be credited is mandatory.

In the case of inheritance of a SZÉP Card, according to the legal provisions regarding the SZÉP Card, if the heir possesses a SZÉP Card, the inherited amount from the SZÉP Card must be transferred to the heir's SZÉP Card sub-account. If the heir does not possess a SZÉP Card, they may choose between a transfer to a payment account or a cash payment at a bank branch.

2. Processing time for the transfer of inheritance managed as savings

The transfer of inheritance occurs based on central authorisation, which takes varying amounts of time depending on the number and type of inherited deposit products, the presented documents, and the method of transfer (transfer / cash). The heir will receive accurate information about this at the time of the branch visit. **We recommend** requesting the takeover of inherited share via transfer, because in this case (if all documents have been presented) there will be no need for another branch visit, whereas if you were to take over the inherited share in cash, a later time (another day) would need to be arranged.

The handover of the inherited share via bank transfer usually occurs faster than the cash payment.

Longer administrative processing time can be expected, for example, in cases where the estate includes a securities account or a guardianship account, if the heirs do not apply together for the transfer of the savings book, if there is a foreign estate transfer decree regarding the estate, or if the Bank has questions regarding the estate transfer decree during the process.

Irrespective of the method of receipt and despite scheduling an appointment, it is recommended to provide a telephone number (which will only be used for this matter), as unforeseeable, unexpected circumstances may arise during the scheduling process that necessitate the modification of the previously agreed appointment. In such cases, a new appointment will be scheduled over the phone.

3. Cost of the transfer of inheritance

Withdrawals or transfers from a savings book, deposit, or bank account (including accounts within a package that handles financial transactions) **are subject to fees** as specified in the current announcements or notices of the respective product. The announcements or notices can be accessed through the following links:

- <https://www.otpbank.hu/portal/hu/Bankszamla/Hirdetmeny>
- <https://www.otpbank.hu/portal/hu/Kondiciok/Vallalkozasok>
- <https://www.otpbank.hu/portal/hu/Megtakaritas/Ertekpapir/Ertekpapirszamla>

If any fees, costs, or commissions relating to the inherited product have not been paid in full by the deceased account holder, or any cover has not been fulfilled, the heir(s) must settle such outstanding liabilities with OTP Bank Plc., up to the value of the inherited assets at the time of disposing of the inheritance. **Payment of these costs constitutes a prerequisite for the transfer of the inherited share.** In the case of multiple heirs, such costs must be borne proportionally to their respective inheritance shares; however, OTP Bank Plc. is entitled to claim the full amount from any heir, as heirs are jointly and severally liable for estate-related debts unless otherwise provided by law.

4. Transfer of inheritance held in a savings book

The prerequisite for the transfer of inheritance held in a savings book is the submission of the savings book at a bank branch. **The savings book represents value, so please do not send it by mail.**

In case the savings book is not found, the amount held in it, or any possible prize in case of a car-winning savings book, can only be paid out after presenting a final nullification order to the bank. The heir has to initiate the nullification procedure at a notary public, and the costs related to this are borne by the heir.

In the case of multiple heirs, it is recommended that the heirs consult with each other before initiating the nullification procedure to check whether the savings book can be found with any of them, or whether any of them have already submitted it to the Bank.

5. Transfer of inheritance held in a safe deposit box

For the transfer of inheritance held in a safe deposit box, **the branch managing the safe should be visited**; for this purpose, the Bank informs the notary public about the address of the branch managing the safe.

The safe deposit box rental cannot be continued for minor heirs and heirs under guardianship; in this case, the safe rental agreement will be terminated by the Bank. An inventory of the inheritance must be taken in the safe, then the values found in the safe must be handed over based on the final estate transfer decree, and - if there is any - must be placed in guardianship deposit to the guardian or custodian designated by the guardianship authority decision.

The Safe Rental Service Terms and Conditions provide detailed information about the takeover of the safe rental agreement and the content of the safe deposit box.

C. Information on transfer of inheritance held in estate securities

Securities forming part of the inheritance (hereinafter referred to as estate securities) may take the form of dematerialised securities or printed (physical) securities.

The vast majority of securities recorded by OTP Bank Plc. are dematerialised securities, which exist exclusively in electronic form and are held in securities accounts. As these securities do not exist in physical form, they cannot be physically handed over to the heir. Their transfer is therefore effected by debiting the deceased account holder's securities account and crediting the heir's securities account.

The transfer of printed securities to the heirs is carried out in accordance with the provisions of the Investment Services Business Regulations.

Heirs may dispose of the estate securities only after the inheritance has been legally transferred. Consequently, the sale or redemption of securities is possible exclusively after the transfer of inheritance. No transaction instructions may be submitted in respect of securities held on the deceased account holder's estate-status (special-purpose) securities account.

In the case of dematerialised securities, the transfer of the inheritance may be carried out by

- a/ transferring the securities from the deceased account holder's securities account to a securities account held by the heir with OTP Bank Plc., or
- b/ transferring the securities from the deceased account holder's securities account to a securities account held by the heir with another service provider (a Hungarian credit institution or investment firm).

It is the sole responsibility of the heir to verify in advance whether the financial assets forming part of the inheritance can be recorded and traded at another investment firm or credit institution, and whether the transfer instruction is feasible and subject to any costs. For example, while certain investment fund units managed by OTP Fund Management Ltd. may be transferred to another service provider, redemption instructions may not be submitted there. In such cases, the owner may be required to transfer the investment units back to a securities account held with OTP Bank Plc. in order to submit a redemption instruction and gain access to the proceeds.

In the case of printed securities managed by OTP Bank Plc., the transfer of inheritance may be effected exclusively by transferring the securities from the deceased account holder's account to a securities account held by the heir with OTP Bank Plc. Physical delivery of the securities may take place only thereafter.

Pursuant to Section 7:1 of the Hungarian Civil Code, Section 138 (1) of Act CXX of 2001 on the Capital Market, the Investment Services Business Regulations, and the account management systems of OTP Bank Plc., the heir may exercise ownership rights over the securities only after the securities have been

debited from the deceased's securities account and credited to the heir's securities account. Accordingly, if the heir does not hold a securities account with another Hungarian service provider, the heir must conclude a contract with the Bank for the maintenance of a Consolidated Securities Account no later than the date of the transfer of inheritance. This account may subsequently be terminated by the heir once the securities have been alienated or transferred (account liquidation). The liquidation of the securities account does not automatically result in its termination and may therefore give rise to further account maintenance fees.

With respect to the full balance of the estate-status Consolidated Securities Account, the heir may submit either a transfer instruction to a Consolidated Securities Account held in the heir's name with OTP Bank Plc., or a transfer instruction to a securities account held in the heir's name with another investment firm or credit institution. OTP Bank Plc. shall not execute any other instructions in relation to estate-status Consolidated Securities Accounts.

1. Method of transferring securities under inheritance proceedings

In the case of dispositions over estate securities, OTP Bank Plc. proceeds as specified in the estate transfer decree.

If, in the view of OTP Bank Plc., the estate transfer decree **contains unfulfillable provisions** (e.g., dividing an odd number of securities among an even number of heirs) or restricts the right of disposal of the heirs (e.g., with usufruct), then OTP Bank Plc. is entitled to refuse the execution of the decree among the heirs and, if applicable, the usufructuary until

- a) a written agreement is made on the form provided by OTP Bank Plc., or
- b) the agreement is handed over in a public document form, in original or certified copy, or
- c) the legal obligations are fulfilled.

OTP Bank Plc. shall not bear any responsibility arising from the unenforceability of the final estate transfer decree and the refusal to execute the decree.

In the case of multiple heirs, each heir has the right to independently manage their respective share of the inherited assets recorded on the account (such as disposing of securities transfer or re-registration), except for estate securities that fall into joint ownership, over which the heirs can only make decisions collectively or through a duly authorised common representative.

2. Alienation of estate securities

The alienation of estate securities can only take place following the transfer of inheritance. This means that **an instruction for the sale or redemption of estate securities by the heir can only be given after** these have been re-registered or transferred to a securities account opened in the name of the heir. Securities under inheritance proceedings that are recorded on an account with inheritance status **cannot be alienated.**

For the alienation of estate securities falling into the ownership of **heirs with limited legal capacity or no legal capacity, the involvement of the legal representative** (parent, guardian, custodian), and, if necessary, **the guardianship authority** is required.

Please consult with OTP Bank Plc. in advance for further information.

3. Handling of securities under inheritance proceedings with maturity, yield or dividend payments

From the day of setting the Consolidated Securities Account to an inheritance status, the monetary amounts related to the securities recorded on it - for the protection of the rights and lawful interests of the heirs - will not be transferred to the bank account/foreign currency account linked to the Consolidated Securities Account, but will be kept on a restricted, non-interest-bearing settlement account labeled as "money account" connected to the Consolidated Securities Account, until the heirs decide otherwise. These monetary amounts will be transferred to the heir along with the estate securities.

4. Inheritance of securities burdened with usufruct rights

In case a usufruct (the right to enjoy the use and advantages of another's property short of the destruction or waste of its substance) burdens a security, this right remains unaffected by any change in the person of the owner of the security (inheritance). If a security maintaining a usufruct is registered on the Consolidated Securities Account, during the process of transferring the inheritance, the Bank sets aside the securities burdened with usufruct on a locked sub-account of the heir's securities account specified in the estate transfer decree (in this case too, only the presence of the heir is required, not the usufructuary's). If only the value of the earlier usufruct-affected security is present on the Consolidated Securities Account, the due yield belongs to the usufructuary, and the usufructuary's consent is also required for the transfer of the capital part. After the transfer to the heir's securities account, the usufructuary is still entitled to collect the due yield (without the presence or consent of the heir), and the usufructuary's consent is still required for any disposition over the capital. In case of investing the capital in a new asset, the usufruct applies to the thus acquired security as well. For the termination or exercise of the usufruct – beyond the relevant laws – the provisions of the agreement establishing it are guiding.

5. General tax regulations regarding the income calculation of inherited securities

In the case of inheritance, inheritance tax must be paid as defined in the Act XCIII of 1990 on Duties, taking into account the tax-exempt legal grounds as well. The obligation to pay inheritance tax arises on the day of the testator's death.

The provisions regarding inheritance tax must be applied in every case to the estate located domestically.

The subject of inheritance tax includes:

- inheritance,
- legacy,
- acquisition of assets based on devises,
- acquisition of a reserved share, and
- testamentary gift.

Due to the above – with exceptions defined in the law – the inheritance of securities falls under the scope of the Act on Duties, and is subject to duty payment if the asset acquisition is not considered duty-free.

The basis for inheritance duty is the market value of the acquired asset, reduced by inheritance liabilities. With regard to the inheritance of securities, we draw your attention to the following exemptions from duty:

- inheritance by the testator's direct descendant (including relationships based on adoption), and surviving spouse;
- the clear value of the inherited share acquired by the testator's stepchild and adopted child, step-parent and adoptive parent, up to 20 million HUF;
- inheritance by the testator's sibling;
- the portion of movable inheritance per heir not exceeding 300,000 forints in market value;
- acquisition of debt securities issued by a state party to the Agreement on the European Economic Area.

Since there is a duty liability in the case of acquiring inherited securities, the value of assets acquired by an individual by inheritance, legacy, or bequest is considered tax-exempt income for income tax purposes. However, this provision does not simultaneously mean that the income from the inherited securities, or the income generated from their sale, redemption, or maturity would be tax-exempt. The income and its tax liability will exist for the heir according to the relevant legal grounds (e.g., interest income, income from controlled capital market transactions).

The acquisition date of the inherited security is the day of the testator's death.

In the sale, redemption, or maturity of inherited securities, a general rule is that the revenue can be offset by the acquisition cost (Section 67 (9) (a)) and incidental expenses (Section 67 (9) (b)) specified by the Act on Personal Income Tax of 1995. The revenue from the sale, redemption, or maturity of

inherited securities that exceeds the cost of acquiring the security and the combined amount of associated incidental expenses is considered taxable income. In this case, the date of income acquisition is the day when the heir can dispose of the revenue from the inherited securities, i.e., when the money is credited in favour of the heir.

The value considered for tax assessment based on the current legislative provisions is deemed as the acquisition cost if the acquisition of the security occurred through inheritance. However, if:

- a) the tax is not assessed until the deadline open for fulfilling the tax obligation arising from the income on transfer, in the case of inheritance, the value listed in the estate inventory or any other value listed as the value of the security during the inheritance proceedings should be considered. The tax obligation determined in this manner can be amended based on the tax assessment through self-assessment,
- b) the tax authority does not assess a tax, in the case of inheritance the value listed in the estate inventory or any other value listed as the value of the security during the inheritance proceedings should be considered, which, according to the law, can be increased by the individual by the verified consideration fulfilled until the transfer of the security.

As the obligation to pay inheritance duty—or entitlement to duty exemption—rests with the heir, OTP Bank Plc., acting as a paying agent, may fulfil its tax withholding obligations related to income derived from the inherited securities (including the determination of acquisition value and the withholding of taxes on interest income) only on the basis of the heir's declaration.

Hence, we request that if you have access to the tax payment decision and the receipt for the paid tax, kindly present them at any bank branch dealing with securities transactions before the sale, maturity, or redemption of the inherited securities. Based on the presented documents, the acting bank branch will amend the entry data of the inherited securities. However, in the case of inheritance by the direct descendant or surviving spouse of the testator, a tax payment order (decision) will not be issued; instead, the tax authority will note the exemption on the case file, so in such cases, the heirs need to make a separate declaration towards the Bank about the exemption.

The provision of the above documents proving the assessment and payment of the duty, as well as the declaration regarding the exemption from duty, is always the responsibility of the heir as a customer.

Incidental cost refers to:

- the duty paid at the acquisition of the security, and,
- the verified expenditure borne by the individual associated with the acquisition, holding, or transfer of the security
(including, in particular, the cost of investment service activities, supplementary services to investment service activities, or commodity exchange service activities provided in connection with the acquisition, holding, or transfer of the security).

Based on the above, the portion of the fee charged for managing the securities account can primarily be considered as incidental costs, which is directly related to the security. The portion of funeral expenses related to the value of the security, proportioned to the value of the estate, cannot be considered as incidental costs.

6. Detailed tax regulations according to the income sources of inherited securities

Tax legal provisions regarding interest income in the case of inherited securities

According to the provisions of Section 65 (1) b) of the Act on Personal Income Tax, in the case of publicly issued and traded securities and collective investment securities as defined in the Capital Market Act as representing a credit relationship, interest income for individuals includes:

- a) revenue paid (or credited) to the individual as interest and/or yield based on the ownership at the time specified for the acquisition of entitlement to interest and/or yield,
- b) revenue entitled to the individual at redemption, at repurchase, and at transfer [excluding the transfer of collective investment security on an exchange as defined by the Capital Market Act, as well as on any exchange operating in any EEA state, and in member states of the Organisation for Economic Co-operation and Development (OECD)] – irrespective of how it is divided into net price value and accumulated interest or yield – the part determined according to the provisions applicable to exchange rate gain.

Interest income is subject to 15% personal income tax, and may additionally be subject to 13% social contribution tax (Szocho).

According to Section 65 (2) (a) of the Act on Personal Income Tax, if the interest income originates from a payer (including a credit institution, investment service provider), then the tax on the income is determined, deducted, paid, and declared by the payer at the time of acquisition. In the case of interest income earned through the redemption, repurchase, or transfer of securities, the individual may claim, within the framework of self-taxation, that part of the acquisition cost of the securities and the incidental cost related to the securities that the payer did not take into account when determining the income, if:

- a) the payer issues a certificate at the request of the individual, indicating that it was issued for the mentioned purpose (data reporting to the tax authority takes place by 31 January of the year following the tax year regarding the content of the certification),
- b) the individual declares (declared) the interest income and the deducted tax based on the certificate referred to in point (a).

If, during the determination of interest income, the acquisition value of the security and any related incidental costs have been fully taken into account by OTP Bank Plc., and the applicable taxes have been withheld by the paying agent, the private individual is not required to include such income in their tax return.

Income from controlled capital market transaction

The income derived from a controlled capital market transaction refers to the aggregate amount of transactional profits (excluding if it is interest income, or if the income from a permanent investment needs to be established based on the transaction) accounted for in cash during the tax year by the private individual based on the controlled capital market transaction(s) conducted. The part of the total transaction profit exceeding the aggregate amount of transactional losses accounted for in cash during the tax year borne by the private individual, and the fees charged by the investment service provider related to the transactions (total transactional loss) is considered as income from controlled capital market transactions. Loss from a controlled capital market transaction refers to the amount by which the total transactional loss exceeds the total transactional profit.

The tax rate for income derived from controlled capital market transactions is 15%.

In connection with the controlled capital market transaction, the Bank is not obligated to withhold tax (preliminary tax). The individual earning the income determines the income and tax based on the documents, confirmations issued by the Bank regarding the controlled capital market transactions, or based on their own record-keeping, declares it in the tax return to be submitted for the tax year, and pays the tax by the deadline prescribed for submitting the tax return.

OTP Bank Plc. will issue a detailed confirmation for each transaction to the individual by 15 February of the year following the tax year regarding the amount of the transaction result (profit, loss) accounted for in the tax year, the revenue in case of positions closed without financial settlement, and the transaction expenses considered according to the business regulations or the contract concluded with the individual. The confirmation also includes the total amount of incidental costs incurred during the tax year that were not taken into account in the transaction results.

By 31 January of the year following the tax year, OTP Bank Plc. - indicating the name and tax identification number of the individual - provides data to the tax authority regarding the total revenues acquired by the individual in transactions realized during the tax year, the aggregated result of the transactions (profit, loss) determined according to the business regulations or the contract concluded with the individual, and the total amount of incidental costs incurred during the tax year that were not taken into account in the transaction results.

Income from exchange rate gains

Income from exchange rate gains refers to the portion of revenue acquired against the transfer of a security that exceeds the total sum of the value spent on acquiring the security and the incidental costs associated with the security. The part of the mentioned difference that should be taken into account under another income determination title – e.g., income from interest, exchange rate gain from controlled capital market transactions, income from long-term investments – is not considered as income from exchange rate gains.

The 15% tax is determined, deducted, and paid by the payer at the time of payment to the tax authority. The Bank determines the income, the tax on the income according to its title, and the tax advance at the time of payment based on the available or determinable, or the individual-proven acquisition value and incidental cost data.

The income derived from exchange rate gains outside of controlled capital markets is subject to a 15.5% social contribution tax (Szocho) payable by the individual earning the income, as long as: the income considered in calculating the consolidated tax (tax advance) base (thus independent income, non-independent income, other income), as well as certain separately taxed income (such as income withdrawn from business, income from securities lending, dividend, entrepreneurial dividend fund, income from exchange rate gains) reaches twenty-four times the amount of the minimum wage in the fiscal year. For the year 2020, this tax payment upper limit is 3,864,000 HUF. The payer deducts the Szocho, except if the individual declares reaching or the expected reaching of the tax payment upper limit.

Income from long-term investments (LTISA)

The income derived from a long-term investment cannot be determined for the heir based on the contract with the testator, as the fixed term breaks upon the death of the testator. Capital income incurred by the heir after the day of interruption is taxable according to the title of acquisition.

In terms of securities on the testator's long-term investment securities account, the heir(s) only have the option to lead or transfer the inherited securities to a normal securities account (not a long-term investment securities account and not a pension savings securities account) managed by OTP Bank Plc. or any other investment service provider. In the case of securities inherited from a long-term investment account, the heir is no longer entitled to the fee and tax benefits applicable to the long-term investment account, nor is he or she obliged due to the termination of the long-term investment account. The heir is tax-exempt concerning the income acquired on the testator's LTISA account up to the day of death, so the testator does not need to prepare a tax return regarding LTISA income.

Tax regulations for securities inherited from a pension savings account

Based on the pension savings contract concluded with the testator, the heir is not entitled to the favorable tax options provided by the Act on Personal Income Tax for pension savings accounts. Capital income incurred by the heir after the death of the testator is taxable according to the title of acquisition. Regarding the securities on the testator's pension savings account, the heir(s) only have the option to lead or transfer the inherited securities to a normal securities account (not a long-term investment

securities account and not a pension savings securities account) managed by OTP Bank Plc. or any other investment service provider. In the case of securities inherited from a pension savings securities account, the heir is no longer entitled to the fee and tax benefits applicable to the pension savings securities account, nor are they obliged due to the termination of the pension savings securities account. The heir is tax-exempt concerning the income acquired on the testator's pension savings securities account up to the day of death, so the testator does not need to prepare a tax return regarding other income on the pension savings securities account.

D. Rules for transfer of inheritance held in OTP housing savings account

1. In the case of contracts without a beneficiary

The heir of a housing savings account holder is entitled to continue the contract. In addition to personal identification documents, a tax card is also required in the case of a state-subsidised contractual scheme.

In the case of a single heir

To continue the housing savings contract, the heir must fill out the form of OTP Building Society Ltd. (the form is available at any OTP Bank branch), with which the heir can step into the place of the deceased housing savings account holder.

In the case of multiple heirs

The right of disposal is shared in proportion as described in the estate transfer decree, however, the contract can only be transferred to one person's name, therefore either:

- a) on behalf of one heir, the others may renounce their rights through a documentary statement signed by 2 witnesses, with their place of residence indicated (the form is available at any OTP Bank branch), or
- b) in the absence of renunciation, the contract can be shared among the heirs if it is divisible in the proportion specified in the estate transfer decree (In case of division, the resulting successor contracts must reach the minimum contractual amount related to the modification. If the amount of the predecessor contract is not high enough, the division cannot be performed. The form required for the division is available at any OTP Bank branch), or
- c) the heirs may request the termination of the contract by unanimous statement, if the contract is not transferred in favor of one heir and is not divisible among the heirs or they do not wish to divide it, then according to the Act CXIII of 1996 on Housing Savings Banks, Section 9 (2), the contract is terminated/cancelled by OTP Bank acting on behalf of OTP Building Society Ltd. and based on their statement, the savings without state aid is paid out to the heirs in the proportion specified in the decree (the form is available at any OTP Bank branch).

If any fees relating to the inherited housing savings account (e.g. account maintenance fees) have not been paid in full by the deceased account holder, the heir(s) must settle such outstanding liabilities with OTP Building Society Ltd. up to the value of the inherited assets at the time of disposing of the inheritance. Payment of these costs constitutes a prerequisite for the transfer of the inherited share. In the case of multiple heirs, such costs must be borne proportionally to their respective inheritance shares; however, OTP Building Society Ltd. is entitled to claim the full amount from any heir, as heirs are jointly and severally liable for estate-related debts unless otherwise provided by law.

2. Termination of contract

Following the transfer or division of the contract, the new housing savings account holder(s) may terminate the contract(s) (the form is available at any OTP Bank branch).

In the event of termination:

- the housing loan forming part of the housing savings contract **may not be drawn down**;
- in the case the contract was concluded before 17 October, 2018:
 - a. if the savings period has not reached 48 months (4 years), only the deposited amount and the accrued interest shall be paid out;
 - b. if the savings period has reached 48 months, the deposit increased by state subsidy and interests shall be paid out for housing purposes;
- in the case of Bonus products, no bonus shall be paid upon termination; only the deposit and the accrued interest shall be paid out;
- in the case of Premium products,
 - a. if the savings period has not reached 48 months (4 years), only the deposited amount and the accrued interest shall be paid out;
 - b. if the savings period has reached 48 months, in addition to the deposited amount and the accrued interest, a premium of 10% calculated on paid-in deposits shall be paid out for housing purposes.

3. Merging contracts

In the case of a housing savings contract, the state support already claimed or credited in favor of the deceased saver **will not need to be repaid by the new housing savings account holder** even in the case of housing-purpose usage if they merge the continued contract with another contract that has already received state support during the saving period of the continued contract, simultaneous with the announcement of joining into it. If the contractual amount of the accounts designated for merging is larger than the maximum contractual amount related to the modality, then the contractual amount of the successor account can be the maximum of the modality (the form is available any OTP Bank branch).

4. In the case of heirs under guardianship

If a person under guardianship is the heir or one of the heirs, and at the time of the guardian's disposition the amount/share of the savings affected by the disposition exceeds the amount specified in decision appointing the guardian, a decision from the competent guardianship office is required for termination or renunciation. The guardian must request the issuance of the decision from the competent guardianship office and submit the original copy at an OTP Bank branch.

5. In the case of minor heirs

- irrespective of the size of the amount inherited, the legal representative is entitled to act on behalf of the minor.
- if the contract is not continued by the minor heir, approval from the guardianship office is required for the minor to renounce their inheritance share, provided that the amount exceeds sixty times the social reference base (currently HUF 1,710,000). The legal representative is responsible for obtaining and submitting the original copy of the guardianship authority decision.
- in the event of contract termination where the housing savings account holder is a minor, the legal representative shall dispose of the savings on behalf of the minor acting on behalf of the minor, using the prescribed termination form (the form is available at any OTP Bank branch). If the amount of savings exceeds sixty times the social reference base (currently HUF 1,710,000) on the date of termination, in addition to the declaration of the legal representative, approval from the guardianship authority is also required. The legal representative is responsible for obtaining and submitting the original copy of the guardianship authority decision.
- in the case of a minor under guardianship, actions should be taken based on the decision from the guardianship office.

6. In the case of beneficiary/sealed housing savings contracts

If the deceased housing savings account holder assigned the claim based on the housing savings contract in their lifetime (e.g., to a public utility association, municipality, condominium, housing cooperative, creditor, guardianship office, etc.), their declaration remains valid after their death. In the case of assigned contracts, the written consent of the assignee is necessary for the amendment or termination of the contract, which must be attached to the application.

E. Handling loans/credits affairs

The rights and obligations arising from the loan/credit contract previously concluded by the deceased are transferred to the heirs, thus they are burdened with the obligation to repay the loan in the future. With the final estate transfer decree in hand, the heir can choose from the following options to fulfill the obligations arising from the inherited loan/credit contract:

- Debt assumption - if the original contract term has not yet expired, or in the case of a credit card if the debt reaches the minimum amount that can be claimed, they can enter into the original contract and continue repaying the loan under the terms and conditions valid for the contract concluded by the testator.
- Replacing the loan/credit with a new loan - if they meet the conditions of credit assessment - they can replace the loan/credit debt with a new loan/credit obtained on their own right, to which new terms and conditions apply. For taking out a new loan/credit related to the replacement of their sole debtor's loan/credit, the bank provides a fee discount, about which please inquire at our bank branches or from our Advertisements.
- Lump-sum settlement - they can also pay off the entire outstanding debt in one sum. In the case of consumer loans/credits, if the deceased took out the loan/credit alone, the Bank does not charge an amendment fee due to the full prepayment.

Please inquire at our bank branches about the specific terms and conditions of settling the given loan/credit.

The provisions described in point I. apply to corporate products.

F. General information on consumer loans/credits

1. Settlement of loan/credit from insurance

According to the agreement between OTP Bank Plc. and Groupama Insurance Ltd., in the case of goods purchase loan, personal loan, credit card and instant loan products, the Insurance Company will reimburse the outstanding debt to OTP Bank Plc. if

- there was an embedded insurance linked to the deceased's loan account, or
- there was an active loan repayment insurance linked to the deceased's loan account, and the deceased was insured for the event of death
- no exclusion applies, and the insurance has not expired

For new baby loans and worker loans, the Insurer will reimburse the amount equal to the outstanding debt on the deceased's repayment account, provided that:

there was an active loan repayment insurance linked to the deceased's loan account, and the deceased was insured for the event of death

no exclusion applies, and the insurance has not expired

For embedded insurance, the limitation period is 5 years from the date of the insured event. For loan repayment insurance, the limitation period is 2 years from the date of the insured event.

If you have not taken action on this matter before, for a prompt procedure, please visit any OTP Bank branch and kindly present the death certificate and the original full-page postmortem examination certificate IVth copy intended for relatives.

2. Settlement of loan/credit through other means

If there is no valid insurance associated with the loan/credit, the following options are available for settling the debt.

Goods purchase loan, personal loan, debt settlement loan, instant loan

- **Lump-sum settlement** - The heir may pay off the entire outstanding debt and initiate the closure of the account by presenting the estate transfer decree at the bank branch. In case the sole obligor is deceased, the bank will not charge an amendment fee.
- **Loan/credit redemption with a personal loan** - The heir may redeem the loan/credit debt with a personal loan taken out in their own name, provided they meet the credit assessment criteria, by presenting the estate transfer decree at the bank branch - with a new loan agreement, under new terms. You can find information about the terms of application and the conditions of credit card/personal loan on the Bank's website at <https://www.otpbank.hu/portal/hu/SzabadFelhasznalasuHitelek/SzemelyiKolcson/> . The amendment fee for the inherited debt will be waived if the deceased was the sole obligor on the loan/credit.
- **Debt assumption** - An heir may assume the debt by presenting the estate transfer decree at a bank branch, under the original contractual terms and conditions, provided that the original contract term has not yet expired.

3. Personal loan provided to voluntary pension fund members

In the case of personal loans backed by Voluntary Pension Fund savings, if the deceased has designated a beneficiary for the savings, then the savings are not included in the inheritance proceedings. Given that the loan is part of the inheritance proceedings, the Bank will file an inheritance creditor's claim for it.

The heir has the following options for settling the loan:

- If no beneficiary has been designated and there is a sole and identical heir for both the savings and the loan:
 - a. **Entering into the loan obligation, debt assumption** - An heir may decide to assume the debt if they have opened a savings account in their own name at the Voluntary Pension Fund, to which the inherited savings have been transferred. In this case, a contract amendment for the debt assumption and a new member commitment contract is required.
 - b. **Lump-sum settlement** - The heir may pay off the entire outstanding debt and initiate the closure of the account by presenting the estate transfer decree at the bank branch. The bank will not charge an amendment fee.
 - c. **Loan redemption with a personal loan** - The heir may redeem the loan debt with a personal loan taken out in their own name, provided they meet the credit assessment criteria, by presenting the estate transfer decree at the bank branch - with a new loan agreement, under new terms. You can find information about the terms of application and the conditions of credit card/personal loan on the Bank's website at <https://www.otpbank.hu/portal/hu/SzabadFelhasznalasuHitelek/SzemelyiKolcson/> The amendment fee for the inherited debt will be waived.
 - d. **Settlement from member commitment** - The heir may decide to pay the loan debt from the collateral by filling out a declaration.
- If a different person inherits the Voluntary Pension Fund savings or if a different person is the beneficiary of the Voluntary Pension Fund savings, the heir of the loan cannot choose the first (entering into the loan obligation) and the last (settlement from member commitment) options.
- **If there are multiple heirs to the loan debt, they cannot opt to enter into the loan obligation.**

4. Lombard loan

In the case of Lombard loans, if the heir of the collateral and the loan is the same person, the heir can settle the loan obligation in several ways:

- **Lump-sum settlement** - The heir may pay off the entire outstanding debt and initiate the closure of the account by presenting the estate transfer decree at a bank branch. The bank will not charge an amendment fee.
- **Loan redemption with a personal loan** - The heir may redeem the loan debt with a personal loan taken out in their own name, provided they meet the credit assessment criteria, by presenting the estate transfer decree at a bank branch - with a new loan agreement, under new terms. You can find information about the terms of application and the conditions of credit card/personal loan on the Bank's website at <https://www.otpbank.hu/portal/hu/SzabadFelhasznalasuHitelek/SzemelyiKolcson/>. The amendment fee for the inherited debt will be waived.
- **Debt assumption** - An heir may assume the debt by presenting the estate transfer decree at a bank branch, under the original contractual terms and conditions, provided that the original contract term has not yet expired.
- **Settlement from collateral** - The heir may decide to pay the loan debt from the collateral by filling out a declaration.

If the heirs of the collateral and the loan are different individuals, the heir of the loan can settle the loan obligation in the following ways:

- **Lump-sum settlement** - The heir may pay off the entire outstanding debt and initiate the closure of the account by presenting the estate transfer decree at a bank branch. The bank will not charge an amendment fee.
- **Loan redemption with a personal loan** - The heir may redeem the loan debt with a personal loan taken out in their own name, provided they meet the credit assessment criteria, by presenting the estate transfer decree at a bank branch - with a new loan agreement, under new terms. You can find information about the terms of application and the conditions of credit card/personal loan on the Bank's website at <https://www.otpbank.hu/portal/hu/SzabadFelhasznalasuHitelek/SzemelyiKolcson/>. The amendment fee for the inherited debt will be waived.

5. Credit card

- **Lump-sum settlement** - The heir may pay off the outstanding debt at the time of death and initiate the closure of the account by presenting the estate transfer decree at a bank branch.
- **Debt redemption with credit card or personal loan** - The heir may redeem the debt with a credit card or personal loan taken out in their own name, provided they meet the credit assessment criteria, by presenting the estate transfer decree at a bank branch - with a new credit/loan agreement, under new terms, provided the inherited debt reaches 100,000 HUF. You can find information about the terms of application and the conditions of credit card/personal loan on the Bank's website at <https://www.otpbank.hu/portal/hu/SzabadFelhasznalasuHitelek/SzemelyiKolcson/>; <https://www.otpbank.hu/portal/hu/Hitelkartyak> . In the case of replacement with a credit card, the first annual card fee is waived.
- **Debt assumption** - An heir may assume the debt by presenting the estate transfer decree at a bank branch, under the contractual terms and conditions in effect on the date of the testator's death, provided the inherited debt is at least 100,000 HUF. Only one heir may enter into the contractual obligation.

G. General information on retail bank account and overdraft debts

We would like to provide information about **the options available to you at OTP Bank Plc. for settling inherited bank account/overdraft debts.**

- Insurance applicable to the loan
According to the agreement between OTP Bank Plc. and Groupama Insurance Ltd., the Insurance Company reimburses the bank for the highest daily overdraft debt amount during the insurance period in which the death occurred, provided no exclusion arises from the insurance. If you have not taken action on this matter before, for the prompt conduct of the procedure, please report the service request at the customer service offices of Groupama Insurance Ltd. For any questions, you can inquire at Groupama TeleCenter at +36 1 467 3500.

If there is no valid insurance associated with the loan, the following options are available to settle the debt:

- Lump-sum settlement
Payment of the total outstanding debt by the heir.
- Overdraft application
The heir can have their income transferred to the current account, and after a new credit assessment, they may apply for an overdraft limit.
- Limit reduction agreement
Installment payment option can be requested for settling debts arising due to a reduction in the overdraft limit.
- Installment payment
Installment payment option can be requested in the case of debt.

H. Discounts

1. With a final estate transfer decree in hand, the following fees will not be charged by the creditor, or will be paid on behalf of the customer during the heir's administration process:

a) Overdraft

- If the heir wishes to settle the deceased's overdraft by reducing the limit, the heir does not have to pay the limit usage fee.
- In the case of a customer who died after 1 June 2011 (whether sole or multiple owners, in case of death of any or all of the owners), if there is a valid insurance associated with the overdraft, between the date of the customer's death and the transfer by Groupama Insurance Ltd., the bank retrospectively credits the overdraft loan charges (loan interest and management cost), as well as the interest charged in case of account overdraw, to the deceased customer's bank account.

b) Consumer loans (personal loan, debt settlement loan, goods purchase loan, instant loan)

- If any heir enters into the loan obligation by amending the loan agreement, the Bank will not charge the amendment/administrative fee, provided that there is no change in other terms of the loan agreement (such as a change in term).
- In the case of a sole obligor, after the estate transfer decree becomes final, in the case of full prepayment of the deceased debtor's loan account, the bank **waives the amendment fee only if it is performed by the heir of the loan**; in the case of full prepayment by any other person, it will be charged.
- In the case of a sole obligor, if the heir of the deceased customer requests a prolongation within the AVP framework, from 1 June 2016, the Bank will not charge the administrative fee, whereas, in the case of a payment suspension or a prolongation combined with a payment suspension, the amendment fee will not be charged.

c) Credit card

- If the heir redeems the outstanding debt on the credit card account on the day of death with a credit card applied for in their own right, or enters into the loan obligation, the first annual fee for the new credit card will be reimbursed retrospectively.
- In the case of redeeming the outstanding debt on the credit card account on the day of death with a personal loan, if the amount of the newly authorized loan does not exceed the amount of the credit limit to be redeemed, the Bank will retrospectively reimburse the limit setting fee.

d) Residential real estate-backed loans, including housing savings loans

- If the heir enters into the loan obligation through a loan agreement amendment, the creditor will not charge an amendment fee, provided that there are no changes in the other terms of the loan agreement (term, collateral, etc.).
- If the sole debtor listed in the obligation has passed away, and the loan agreement to be amended has been recorded in a notarial deed or debt acknowledgment document, the fee for recording the amendment in a notarial deed or debt acknowledgment document will be paid by OTP Bank Plc./OTP Mortgage Bank Ltd./OTP Building Society Ltd. (Creditor).
- This benefit only applies to the costs of issuing a certified copy of a unilateral commitment declaration recorded in a notarial deed (including the costs of electronically sending the certified document to OTP Bank Plc./OTP Mortgage Bank Ltd./OTP Building Society Ltd.), which is prepared in one piece in a notary's office, and contains the commitments approved by the creditor, according to both the loan agreement and the mortgage agreement.
- In the case of the death of the debtor registered as the sole obligor in the loan obligation, when the amendment is initiated exclusively in connection with the inclusion of the heir, designated in the final estate transfer decree, into the obligation,
 - the amendment fee is 0 HUF,
 - the administration fee is 0 HUF.
- In the case of deceased obligors, during the period between the creditor's credible notice of the death and the closure of the inheritance proceedings, any extraordinary payments received on the loan account, which are equal to or exceed the outstanding loan debt – without any special dispositions – will be accounted for as a full prepayment of the loan, after which the creditor will not charge a prepayment fee.

e) New baby loan

- If one of the supported spouses dies within 5 years from the disbursement of the loan, and the marriage was still valid at the time of death, the surviving spouse remains entitled to the interest subsidy even if the supported couple did not fulfill the childbearing requirement as defined in Section 14 (1) of Government Decree 44/2019 (III.12) on the New Baby Loan and Subsidy – provided that the death certificate is presented at a bank branch within 180 days from its issuance, together with a completed change notification form

f) Savings book for housing savings

Upon termination of the housing savings agreement, the fee for releasing the Loyalty obligation does not need to be paid if in possession of a decree regarding the estate of the person who assumed the Loyalty obligation.

2. Late interest and monitoring fee discount

a) Residential real estate-backed loans, including housing savings loans

In the event of the death of the sole obligor, the late interest charged for the period between the date of credible notice of the customer's death and the 30th day following the entry into force of the estate transfer decree will be retroactively credited (following the submission of the estate transfer decree to the bank) to the loan account by the creditor.

b) Consumer loans (personal loan and debt settlement loan, goods purchase loan and new baby loan, worker loan and instant loan)

In the event of the death of the sole obligor, the amount of late interest, monitoring, and collection-related correspondence costs charged for the period between the date of credible notice of the customer's death and the 30th day following the entry into force of the estate transfer decree will be retroactively credited (following the submission of the estate transfer decree to the bank) to the loan account.

I. Transfer of products for natural person entrepreneurs

It is possible to transfer bank accounts, as well as assume the loan obligation as a debtor, with the original contractual terms, provided that the original loan agreement has not yet expired.

The condition for taking over the products is that the heir entitled to continue the individual entrepreneurial activity, according to Section 17(1) of Act CXV of 2009 on Individual Entrepreneurs and Individual Companies, has announced the continuation of the individual entrepreneurial activity in accordance with the provisions specified in the referenced law. As a result of this announcement, the heir presents the document about the registration in the individual entrepreneur registry and the estate transfer decree at any OTP Bank Plc. branch.

J. Data processing

Detailed information on the handling of the heir's data can be found in Appendix 5 of the OTP Bank General Business Regulations, in the business line regulations of OTP Bank Plc., in the supplementary data processing information for retail inheritance proceedings, as well as in Appendix 6 of OTP Building Society Ltd.'s General Contractual Conditions (General Data Protection Information). These documents are available in bank branches and on the website www.otpbank.hu/adatvedelem, and OTP Building Society Ltd.'s data protection information at www.otpbank.hu/lakastakarek/adatvedelem