

Commerzbank Zrt.



Commerzbank Electra Electronic Banking Service Agreement

For the use of Commerzbank Electra Electronic Banking Service

concluded between **Commerzbank Zrt.** (registered head office: 1054 Budapest, Széchenyi rakpart 8., company registration number: Court of Registration of the Metropolitan Court Cg. 01-10-042115 operating permit number: Hungarian Financial Supervisory Authority Resolution No. 20/1993 (case number: 01257/1993) hereinafter: **Bank**,

and

Customer number: 134/

Company name: _____

Registered head office: _____

Postal address: _____

- hereinafter: **Account Holder**, at the place and on the date indicated below, and under the following terms and conditions:

1. By concluding this Agreement – as an agreement supplementing the bank account agreement(s) already in force between the Bank and the Account Holder – the Bank and the Account Holder agree with respect to the use of the **Commerzbank Electra – Electronic Banking System** (hereinafter: Commerzbank Electra). This Agreement is concluded by the Parties for an indefinite period of time.
2. On the “Commerzbank Electra – Software Application Form” constituting an annex to this Agreement, the Account Holder indicates the basic software it intends to use, provides its customer identification data, and – as applicable – specifies the place of installation.
3. Upon signing this Agreement, the Account Holder specifies on the “Commerzbank Electra – User Application Form” constituting an annex to this Agreement the person(s) (hereinafter: User) authorised to dispose over the individual bank accounts and the scope of their authorisation. The Account Holder acknowledges that the Bank will only accept transaction orders from Users who have been identified by the Bank in accordance with the provisions of the Act on the Prevention and Combating of Money Laundering and of Terrorism’s Financing.
4. Based on the Account Holder’s instructions, the Bank shall allow Users specified on the “Commerzbank Electra – User Application Form” access to the Electronic Banking System with respect to bank accounts connected to the Commerzbank Electra System.
5. In the event of any change in the scope of the bank accounts connected to the Commerzbank Electra System, or with respect to the user(s) or the valid access rights, a new User Application Form shall be completed.
6. The Account Holder declares that it has the technical equipment and devices specified in the Annex to the “General contract terms and conditions of the Commerzbank Electronic Banking Service” and that it is familiar with the technical features of the devices as well as with the use thereof.

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7. The fees related to Commerzbank Electra are contained in the Bank's prevailing List of Conditions.

7.1 The Account Holder shall pay the one-off licence fee and the regular monthly fees specified in Section 1 of the "Commerzbank Electra – Software application form". The monthly fee may be modified by the Bank unilaterally, in accordance with the effective legal provisions and its General Terms and Conditions and List of Conditions.

7.2. Installation

The Account Holder provides instructions regarding the installation of the Software copy(ies) and the installation fee on the "Commerzbank Electra – Software Application Form" constituting Annex 1 to the Agreement.

8. Issues not regulated by this Agreement shall be governed by the provisions of the "General contract terms and conditions of the Commerzbank Electronic Banking Service", the Bank's prevailing General Terms and Conditions, General contract terms and conditions relating to Payment Services as well as by the applicable legal provisions.

9. The Account Holder declares that it has familiarised itself with the documents specified in the above Section 8 and with the provisions of the "General contract terms and conditions of the Commerzbank Electronic Banking Service", and that it accepts the provisions set forth therein as binding.

Annexes:

1. Software Application Form
2. User Application Form

Date:day month year

Commerzbank Zrt.

Account Holder's name and
authorised signature