

UniCredit Bank Hungary Zrt.'s General Business Conditions on Investment Services and Ancillary Services

Effective from 3rd February 2014
(except for provisions in Sections
5.1.2 – 5.1.3, which are effective
from 6th December 2013)

General Business Conditions Pertaining to Investment Services and Ancillary Services

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(except for provisions in Sections 5.1.2 – 5.1.3, which are
effective from 6th December 2013)

1. Scope and effect of the Business Conditions

- 1.1. These General Business Conditions on Investment Services and Ancillary Services (hereinafter: “Business Terms”) govern the establishment, maintenance, modification and termination of legal relations in the context of the investment services and supplementary investment service activities of UniCredit Bank Hungary Zrt. (1054 Budapest, Szabadság tér 5-6., Number of operating licence issued by the Hungarian Financial Supervisory Authority: I-1523/2003; date of operating licence: 1 December 2003; previous operating licence number: III/41.001-5/2002; date of operating licence: 20 December 2002; previous operating licence number of the now-merged securities company CAIB Értékpapír Rt.: III/75004-24/2002; date of operating licence: 20 December 2002) (hereinafter: “Bank”), as a credit institution established pursuant to the laws of Hungary and operating in accordance with Act CXII of 1996; and set out the detailed rules on the use of third-party agents (“collaborators”) during the course of these activities, the liability rules on the pursuit and provision of investment services and ancillary services, as well as the extent of, and the settlement rules on the fees and costs charged for the various sub-categories of activity
- 1.2. The effect of these Business Terms extends to the Bank, as well as to all natural and legal persons, and organisations without legal personality, entering into a legal relationship with the Bank in connection with investment service and supplementary investment service activities.

- 1.3. These Business Terms shall automatically constitute a part of any contract entered into between the Bank and its Clients, for any action or service under the Business Terms, unless expressly provided for otherwise in that contract or in a statute of law. With respect to any matters not regulated in these Business Terms, the Bank’s General Terms and Conditions and other rules and policies cited in the Business Terms shall be applicable.

2. Definitions

- 2.1. The principal concepts, abbreviations and definitions used in these Business Terms shall, for the purpose of these Business Terms, have the following meaning:

ÁÉKBV (UCITS) investment configuration based on collective funds in transferable securities established under European Council Directive 85/611/EEC

Áht. Act CXCV of 2011 on Public Finances

ÁKK Government Debt Management Agency Private Company Limited by Shares (H-1027 Budapest, Csalogány u. 9-11.

Sub-custodian KELER and all other custodians at which the Bank keeps a securities account

Bank UniCredit Bank Hungary Zrt.
H-1054 Budapest, Szabadság tér 5-6.
www.unicreditbank.hu
Tel: (+36 1) 269 08 12
Fax: (+36 1) 353 49 59

BSE the Budapest Stock Exchange
(H-1062, Budapest, Andrásy út 93.)

Bszt. (Investment Act) Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing their Activities

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Supervisory Authority the Central Bank of Hungary
(H-1013 Budapest, Krisztina krt. 39.)
<http://felugyelet.mnb.hu/>

GIRO the interbank clearing system operated by GIRO Zrt. (GIRO Clearing Ltd.) (H-1054 Budapest, Vadász u. 31.)

ISIN code the internationally and uniformly applied 12-character alpha-numerical code defined by Tpt. and by ISO standard 6166, which serves to identify individual securities series or stock exchange products

KELER Központi Elszámolóház és Értéktár (Budapest) Zrt. (Central Clearing House and Depository (Budapest) Ltd.) (H-1075 Budapest, Asbóth u. 9-11.)

MNB the Central Bank of Hungary (Magyar Nemzeti Bank) (H-1850 Budapest, Szabadság tér 8-9.)

OECD Organisation for Economic Co-operation and Development, 2 rue André Pascal, F-75775 Paris CEDEX 16, France

OTC transactions or off-market transactions any venture or agreement involving the purchase or sale of securities in any form, the execution of which takes place outside of the network operated for this purpose by any stock exchange, here primarily the BSE, and for which the regulations of a stock exchange, primarily those of the BSE, do not apply

OTC markets the venue where over-the-counter (OTC) transactions are made

Financial instrument instruments defined in Bszt. § 6

SWIFT System for Worldwide Interbank Financial Telecommunication; an international inter-bank information and document forwarding system

Regulated Market the Stock Exchanges of European Union member states and all other markets in which supply and demand are concentrated in the same location under specific

rules, and which meet the conditions for a regulated market set by the Capital Market Act (Tpt.)

Stock exchange all Hungarian or international stock exchanges, but primarily the BSE

Stock exchange transaction any venture or agreement involving the purchase or sale of securities in any form, executed within the framework of the system operated for this purpose by a given Stock Exchange, here primarily the BSE, and according to the regulations of that Stock Exchange, here primarily the BSE

Tpt. Act CXX of 2001 on the Capital Market

Client any entity who uses the services of the Bank under Bszt. (Investment Act) or Tpt. (Capital Market Act)

2.2. Unless expressly stated otherwise, whether the terms listed above are used in the singular or plural, and whether written in capital or small letters, they shall have the same meaning.

2.3. Terms and expressions not defined in this section or in any other part of these Business Terms are to be interpreted in accordance with the prevailing laws of Hungary. Currencies and foreign exchange denominations shall in all cases be referred to in these Business Terms and in contracts by their full name or by their respective ISO code (ISO standard 4217), while the Hungarian forint shall be abbreviated as "HUF".

3. Investment services and ancillary services performed by the Bank

The operating licence issued to the Bank by the Supervisory Authority allows for the performance of the following investment services and supplementary services:

Investment services:

- Acceptance and transfer of order (Bszt. § 5.), Section (1), Subsection a)
- Performance of action for which order was received from client (Bszt. § 5.), Section (1), Subsection b)
- Trading on own account (Bszt. § 5. Section (1), Subsection c)
- Investment advisory service (Bszt. § 5. Section (1), Subsection e)
- Placement of financial implements including acceptance of obligation to purchase implement (security or other financial implement) subscription guarantees (underwriting) Bszt. § 5., Section (1) Subsection f)

- Placement of monetary instruments without undertaking the obligation to purchase said instrument (security or other monetary instrument (Bsz. § 5. Section (1), Subsection g)

Ancillary services:

- Safeguarding monetary instrument on deposit and maintaining related client account (Bsz. § 5. Section (2), Subsection a)
- Holding deposit and maintaining related security account. If materialized security, maintaining records and client accounts (Bsz. § 5., Section (2), Subsection b)
- Provision of loans to investors (Bsz. § 5. Section (2), Subsection c)
- Offering to consult with companies on matters related to their capital structures and business strategies, and provision of services in relation to corporate mergers and acquisitions Bsz. § 5. Section (2), Subsection d)
- Investment research and financial analysis Bsz. § 5. Section (2), Subsection f)
- Services related to security purchase guarantees (Bsz. § 5., Section (2), Subsection g)

hereinafter referred to, respectively separately and collectively, as “investment services.”

4. General provisions on investment services

4.1. General conditions for the conclusion of contracts

4.1.1. The Bank shall pursue its investment services on the basis of standard or non-standard framework agreements and individual contracts concluded with Client as well as on the basis of one-time orders from Client (hereinafter, together: Contract)

4.1.2. The Client or the Client’s authorised representative shall be entitled to sign contracts with the Bank, excepting framework contracts. Only the natural entity who is the Client shall be authorized to sign a framework contract and must appear in person to do so. Before concluding a framework or individual contract, the Bank shall always be required to verify the personal identity of the Client or the Client’s representative and, in the case of the latter, also his or her right of representation. In this regard, the Client is obliged to provide the Bank, prior to the start of performance of the contract, with the documents requested by it, and with the Bank’s form, duly completed, and to keep the Bank informed on an ongoing basis of any subsequent changes in accordance with point 4.1.7. For the purposes of this

provision, a change recorded in the company register, or a public disclosure thereof, shall not be deemed a notification of the Bank. If the Bank is already in possession of the personal data of the Client or of his representative, the personal identity of the acting person(s) shall be deemed confirmed upon verification of their right of disposal.

The Bank may in good faith trust in the veracity of the personal identity of the Client or Client’s representative and shall not be obliged, but shall be entitled, to examine the veracity thereof. The Bank shall moreover, be entitled to request appropriate documents or information from the Client or from the competent authorities. The Bank shall be entitled not only to request information related to the person of the Client, but – in the case of a legal entity, or a business association without legal entity – to request from the Client any company-law and business information related to the Client’s founders, members or subsidiaries, or to its participations in other enterprises.

4.1.3. A basic condition for the conclusion of a contract is, in accordance with the provisions of point 4.1.2., that the following identification data be provided, which the Bank shall record:

4.1.3.1. If a natural entity:

- a) family and given name, and birth name if different from current name,
- b) address,
- c) date and place of birth,
- d) gender,
- e) nationality,
- f) mother’s maiden name,
- g) type and number of ID document,
- h) tax ID number,
- i) in the case of a foreign natural entity, those of the items listed in a)-f) that can be ascertained from the ID document, as well as the place of residence in Hungary,
- j) the most important data on and related to the business relationship and the transaction order.

4.1.3.2. Legal entity, or organisation without legal entity:

- a) name, abbreviated name,
- b) head office, in the case of a company headquartered abroad, address of branch office in Hungary,
- c) registration number of legal entity as recorded by the Court of Registration if so recorded,

- d) if other legal entity, number of decision allowing establishment or registration number of entity (given upon registry or recordation of entity),
 - e) main activity,
 - f) tax number,
 - g) name and position of authorised representatives,
 - h) appropriate data of person authorised to handle mail,
 - i) the most important data on and related to the business relationship and the transaction order.
- 4.1.4. During the course of identification, the Bank may request that the following documents or certificates be presented:
- 4.1.4.1. In the case of a natural entity:
- a) if a Hungarian-resident natural entity, his or her personal identification certificate (personal ID card) and authority-issued address certificate or a passport and authority-issued address certificate or plastic card drivers' licence and separate card issued by authorities certifying address,
 - b) in the case of a foreign natural entity, a passport, and, if it entitles the person to stay in Hungary, a personal identification certificate, or another type of document certifying the person's right to reside in Hungary, or a certificate allowing temporary residence,
 - c) a tax ID if person is natural entity with right to permanent residence, or document showing registration for tax purposes if a foreign natural entity.
- 4.1.4.2. If the Client is a legal entity or an organisation without legal entity, besides presentation of the documents specified in point 4.1.4.1., the person(s) authorised to proceed in the name of or under instruction from the Client, must also present the following documents, none issued more than 30 days previously, proving that:
- a) in the case of a domestic business organisation, it has been registered by the Court of Registration, or that the latter has received its application for registration; or, in the case of a private entrepreneur that either the entrepreneur's license or a certificate on the registration has been issued,
 - b) in the case of any other domestic legal entity, if entering it into the authority or court records is necessary for it be created, it has indeed been entered into the records,
 - c) in the case of a foreign legal entity or organisation without legal personality, it has been registered or
- entered into the official records in accordance with the law of the country in which it is based.
- 4.1.4.3. If the document as set forth under point 4.1.4.2. was issued abroad, the Bank shall be entitled to request a certified Hungarian language translation of said document.
- 4.1.4.4. The Bank shall, moreover, request from a legal entity or organisation without legal entity a copy of entity's deed of foundation (articles of association, bylaws) prior to its submission to the court of registration, the authorities, or the courts, of its request for registration by the court of registration, the authorities, or the courts.
- 4.1.5. Prior to conclusion of contract, the Bank shall brief the Client, based on available information, on whether Client qualifies as a Retail or Professional client under Bszt in accordance with MiFID (the EU's Markets in Financial Instruments Directive), and whether Client is qualified an Acceptable Partner. Bank's Client Classification Policy, accessible on the Bank's website or in every Bank branch office, lists the considerations and criteria for the different client categories and the manner and conditions enabling a switch to a different category. Where current Business Terms mention Retail or Professional Client, or Acceptable Partner, reference is made to the Retail Client, Professional Client and Acceptable Partner Client cited in Bszt.
- 4.1.6. The Client is obliged to make a written declaration to the Bank to the effect that he is proceeding in his own name and/or interest or in that of the "actual owner". If doubt should at any time arise in respect of the existence or person of the actual owner, the Bank shall request that the Client make a (repeat) written declaration in this regard. If the Client refuses to make the declaration, the Bank may not perform the transaction order.
- 4.1.7. For the duration of the business relationship, the Client shall inform the Bank in writing or in person with respect to any change in the data provided during the identification, or in the identity of the actual owner, and shall do so within five banking days of his becoming aware of such change. The Bank shall accept no liability in the event that the Client has not notified it of changes in such data, or has done so late, or has performed the notification in an incorrect fashion, or has supplied data which is itself fundamentally incorrect or false.

- 4.1.8. The Client shall, at the time he or she concludes a contract with the Bank, provide the Bank, on the specimen signature card supplied by the Bank for this purpose, with the specimen signatures of the persons authorised to give instructions with respect to the contract, and shall undertake to notify the Bank immediately of any changes in such persons. The Bank shall electronically record the signatures of the Client, his or her proxy, and/or of any other person(s) reported by the Client as being authorised to proceed with respect to the contract. The Bank is obliged to check the signature on all the Client's written instructions. The Bank shall compare the signature on each written instruction with the electronically recorded specimen signature. If the instruction is not signed in a manner identical with the signature held at the Bank, the Bank shall be entitled to return the instruction to the submitter, together with an explanation, and shall not be responsible for any damages that may occur as a result.
- 4.1.9. Prior to executing any contracts related to its investment services or to providing services on request, the Bank shall provide the information to Client required by Bszt. § 43. The Bank shall comply with this obligation to provide information – depending on the specific agreement or order – through its www.unicreditbank.hu website or any other website determined by the Bank, also complying with other conditions set forth by Bszt. The Bank notifies the Client electronically on the address of the appropriate website. Bank shall provide free-of-charge access to its website through information desks located in all or its branches, and also shall provide Client with the necessary information in printed form. The Client alone shall decide whether to accept or not to accept the information thus provided, and the Bank shall bear no responsibility for any damage incurred by the Client as a consequence of Client's decision, or for any damage that may be attributed directly or indirectly to the provision of such information.
- 4.1.10. The Bank shall bear no liability if, due to a delay in the provision of information by a third party or inadequate provision of information by a third party, it is unable to fulfil its obligation to notify the Client. The Bank shall not be obliged to notify the Client with respect to information that another market participant is obliged to make public pursuant to the provisions of Tpt., Bszt or other pertinent legislation.
- 4.1.11. Pursuant to the provisions of Tpt. § 205., the Client is obliged, prior to execution of the contract, to inform the Bank in the event that Client qualifies as an "insider" pursuant to Tpt. § 201. in relation to the financial instrument constituting the subject of the contract.
- 4.1.12. The Client with foreign citizenship, dual citizenship or with a foreign residence undertakes to examine whether the Client is entitled to acquire the financial instrument offered by the Bank during its investment service provision without any limitations, according to the applicable law on the Client based on citizenship or residence and the documentation of the specific financial instrument. The Bank shall not be liable in case the Client was not entitled to acquire the specific financial instrument according to the applicable law on the Client, or the Client was entitled to acquire it but only with certain limitations.
- 4.2. Execution of the contract, acceptance of orders, provision of prior information**
- 4.2.1. Suitability test (Investment Form) – investment advice
- 4.2.1.1. Bank shall provide Clients – when specifically requested to do so – personal investment advisory service related to financial instruments under Bszt. § 5., Section (1), Subsection e)
- 4.2.1.2. In case of a Retail Client, before concluding a contract for financial instruments following investment counselling, Bank shall
- Ascertain that Client's information level and his/her experience with the financial instruments involved in the commission and/or with the venture, and his/her risk-bearing capacity are sufficient to make a well-founded investment decision and
 - That Client has disclosed his/her financial situation, source or income and investment goals to the extent necessary to perform in accordance with the contract in order to be able to offer a venture or monetary instrument adjusted to Client's circumstances and able to meet his/her investment expectations (suitability test)
- 4.2.1.3. Within the framework of the suitability test, Bank shall evaluate the product or service offered in the investment counselling phase to determine
- whether it is suitable for implementing the investment goals stated by Client,

- b) whether the level of risk otherwise in harmony with Client's investment goals is in accordance with Client's financial abilities, and
 - c) whether Client has the experience and knowledge to understand and evaluate the nature of the transactions and related risks.
- 4.2.1.4. In accordance with Bszt., when conducting the suitability test, Bank may ask Client for:
- a) a written declaration of assets and income,
 - b) documents to verify the statement in point a), or
 - c) disclosure of agreements with other investment brokers.
- 4.2.1.5. Client is mandated to inform Bank in writing if there is any change in the data or information included in the suitability test and to repeat said declaration at any time Bank requests it, should Bank believe the information in the suitability test is obsolete, faulty, or incomplete. Bank does not have to justify this request.
- 4.2.1.6. If Client fails to complete the suitability test or provides incomplete information, Bank may not offer Client investment advisory.
- 4.2.1.7. If, in the course of investment advisory, the suitability test finds that Client is not suitable for the venture or financial instrument offered by Bank to Client, Bank shall refuse to conclude the venture.
- 4.2.2. Appropriateness test (Investment data sheet, Part 1.)
- 4.2.2.1. When offering investment services above and beyond investment advisory, Bank shall request the following declarations from a Retail Client prior to concluding a contract if a appropriateness test has not been conducted – with the exception of Point 4.2.2.3 – regarding Client's information and experience
- a) as related to the essence of the venture contained in the contract
 - b) the specifics of the financial instruments involved in the venture, and
 - c) particularly regarding the risks of same in order to determine whether Bank has really provided Client an appropriate financial instrument or venture (appropriateness test)
- 4.2.2.2. Based on Client's statement, during the appropriateness test, Bank shall
- a) determine the services, ventures and financial instruments known to Client,
- b) investigate the nature of transactions performed with Client's monetary instruments as well as the size and frequency of these transactions and the time frame in which they are implemented,
 - c) and shall investigate Client's education level, employment and any former employment relevant to the evaluation
- 4.2.2.3. The appropriateness test does not have to be completed if Client and Bank conclude an agreement requiring implementation to the benefit of Client and
- a) the venture concerns a stock, financial market instrument, secured bond or other type of security on a regulated market or the stock exchange of a third country that meets the same conditions (this does not include derivative assets), or securities issued by ÁÉKBV or any other financial instrument qualified as non-complex under Bszt. regulations
 - b) Client initiates the agreement on the venture
 - c) and Bank gives Client simultaneous notice that the Bank is not using the appropriateness test and that therefore, any consequences of that test are not valid for given transaction
- 4.2.2.4. Client is mandated to inform Bank in writing if there is any change in the data, information included in the appropriateness test and to repeat said declaration at any time Bank requests that Client do so if Bank believe the information in the appropriateness test is obsolete, faulty, or incomplete. Bank does not have to justify this request
- 4.2.2.5. If Bank must evaluate the appropriateness of the commission given by Client and if Client has been incomplete or inaccurate in filling out the appropriateness test, Bank shall be unable to ascertain whether the instrument or venture included in the commission is appropriate. Therefore, in this case, Bank shall treat the commission given by Client as inappropriate.
- 4.2.2.6. Based on the appropriateness test, if Bank believes the instrument or venture commissioned by Client is inappropriate – based on information given or the lack of information – Bank shall call this to the attention of Client, but Bank shall perform the commission as requested if Client continues to request it despite the warning.
- 4.2.2.7. Bank shall investigate whether the commissions requested by a party entitled to commission it

or a person authorized by the entitled party are suitable or appropriate based on the suitability or appropriateness test filled out by the Client, and signed by authorized signatory in case of a legal entity Client.

4.3. Conclusion of Contract, acceptance of commissions, business hours

4.3.1. The Bank shall accept orders that are submitted, based on individual contracts or framework agreements concluded with the Client, via the telephone or via electronic communication channels accepted by the Bank in accordance with the following conditions. Pursuant to its usual business practice, the Bank shall, in the absence of a separate agreement concluded with the Client, exclusively regard the Bank's Home Banking and Internet Banking Services, Bloomberg and Reuters as acceptable electronic channels and, subject to a separate agreement, also fax, but not the email.

4.3.2. Unless stipulated otherwise in a contract, the Client may give orders by using the Bank's Telephone Bank service, a condition of which shall be that the Client has a securities account and a bank account or a client account at the Bank, and a valid Telephone Bank contract related to it.

4.3.3. Client may give telephone-based orders to the bank if Client and Bank have concluded a separate contract, in the manner specified in this contract. During the provision of these orders, the Client shall identify himself/herself in the specified by the contract.

4.3.4. The Bank shall immediately record orders received over the telephone or electronically during Client service opening hours in its computerised record-keeping system.

4.3.5. The Client understands that the Bank is entitled to record telephone calls taken or made by its dealers and operators, as well as other calls related to its investment service activity, in order to avoid any misunderstandings or disputes of interpretation between the parties, and in order to protect the Bank's and the Client's business interests. The Bank is entitled to use such recordings for the purpose of resolving any issues of dispute between the parties. The Bank shall handle the voice recordings privately, in the strictest of confidence, and shall keep the recorded conversations for 5 years unless a longer period is specified by law. If the Client disputes a claim of the Bank, they may both use the recorded

telephone conversations to support their respective standpoints. The recordings shall at all times constitute the property of the Bank. If the Client wishes to hear the recorded conversations, he/she shall indicate this wish to the Bank in writing two days in advance, while indicating the reason for this, and shall specify the date and the time at which the conversation took place, as well as with whom. The Client shall have the opportunity to listen to the recorded conversation at the Bank's head office, in the premises designated for this purpose by appointment.

4.3.6. The Bank shall accept orders given over the telephone in accordance with Points 4.3.2 and 4.3.3., if:

- a) they arrive during the period of time specified in the Bank's List of Conditions,
- b) they contain information adequate to conclude the transaction, and, in the Bank's judgement, it may be ascertained that the order thus given originates from the person who presented himself as the Client,
- c) the financial instruments needed to perform the commission are available in Client's securities account or bank or client account or if Client has otherwise made the finances needed to cover the commission available to Bank in an unrestricted manner, and
- d) the Client has fulfilled all other preconditions necessary for the transaction to be effected.

4.3.7. A voice recording shall be made of the Client's transactions concluded over the telephone, and the Bank shall immediately forward to the Client a written confirmation regarding the fulfilment of his commission-based transactions. If the Client disputes the conditions of the transaction set out in the confirmation, he may lodge an objection in this respect within ten banking days from receipt of the confirmation. If the Client expressly requests it, the Bank shall send a written confirmation on its acceptance of commission offers as well. However, the confirmation shall be for information purposes only and shall not reflect performance of the commission or affect it in any way.

4.3.8. With respect to orders given over the telephone, the Bank shall accept responsibility only in the event that such orders arrive to telephone lines specified in the latest List of Conditions, the Business Terms or the individual contract, and that are suitable for the purposes of voice recording. In the case of institutions, the Bank may agree to the use of telephone lines other than those given in the List

of Conditions, but in these cases too, conversations related to orders given over the telephone shall also be recorded.

4.3.9. When a commission is given by telephone, Bank may provide the information as set forth in Bszt. § 43. to Client after it has begun to complete the transaction.

4.3.10. Client shall note that when issuing securities commissions through the Bank's Home Banking or Internet Banking network, the commission only may be considered received if it has successfully reached the Bank's server. As soon as the commission reaches the Bank's computer, a confirmation message will appear on Client's screen to show that Bank has accepted the commission. The message on acceptance of the commission only certifies that the commission was received by the Bank's computer. The processing of the commission, an investigation of whether it can be performed, and performance or possible rejection, are completed afterwards. Client may monitor the status of the commission and whether it is performed or rejected, through the Home Banking or Internet Banking system.

4.3.11. The Client shall bear all such damage as the Bank or Client may incur that originates from transactions concluded by unauthorised persons in the name of the Client if Bank proves that it proceeded as would be expected of it under given conditions. With these Business Terms, the Bank renders itself harmless with respect to any damages originating from errors or failures occurring outside the Bank's control, in relation to the fulfilment of orders received over the telephone, fax or other means of electronic communication.

4.3.12. The Bank shall use contracts and transaction slips drawn up and made in the form specified in these Business Terms. If these transaction slips may be proved to have been produced by the software of the Bank used for this purpose, these shall be deemed authentic and to have evidentiary force with respect to their contents until such time as evidence to the contrary is presented.

4.3.13. The template form agreements to be concluded with Clients are attachments to these Business Terms.

4.3.14. The business hours (opening hours) of the Bank is an attachment to these Business Terms.

4.4. Language of the contract and language and manner of communication

4.4.1. The contracts and other transaction slips shall in all cases be produced in Hungarian or English. If the contract is produced in more than one language, then, unless the contract stipulates otherwise, in the event that there are differences between the two texts or that issues of interpretation arise, the Hungarian version shall be regarded as definitive.

4.4.2. Unless otherwise stated in the contract between parties of the current Business Terms, Bank and Client shall communicate by telephone, facsimile, mail, and/or SWIFT messages, or through electronic communications accepted by the Bank.

4.4.3. Communication between Bank and Client shall be in Hungarian or in the language of the contract.

4.5. Refusal to conclude a contract

4.5.1. Pursuant to the provisions of Bszt. § 54, the Bank is mandated to refuse to conclude a contract with the Client or to execute a transaction for Client if

- to do so would involve insider trading or influencing the market,
- the order conflicts with a statute of law, or with the central rules of a stock-exchange or clearing-house on a regulated market or the exchange or clearing house of a third country operating under conditions that correspond to a regulated market,
- if the Client or prospective Client or his/her representative refuses to provide proof of personal identity, or has refused to reveal his/her identity, or if identification fails for any reason or
- if Bank was unable to access the information required for the suitability test or if
- the result of the suitability test renders it impossible to provide the service for Client with the given financial instrument.

The Bank shall immediately report any refusal on its part to conclude a contract to the Supervisory Authority if it occurred as per Point a).

4.5.2. The Bank shall not conclude any contract banned by fair market regulations, or which is misleading, feigned or aimed at manipulating the exchange rate. Should Client dispute the argument that any of the bans have been breached, Bank shall be authorized to request a position from the Supervisory Authority,

the BSE (BÉT), or any other organization considered by the Bank to be competent.

- 4.5.3. The Bank shall be entitled to refuse to conclude a contract if
- a) the circumstances related to the Client, as it is aware of them, may negatively affect the judgement of another Client of the Bank's business activities,
 - b) the Client wishes to stipulate an unrealistic price in the contract,
 - c) there are insufficient funds available to cover the order,
 - d) fulfilling the contract would negatively affect the Bank's reputation,
 - e) any consideration of incompatibility (for more details see Incompatibility Policy) requires this.
- 4.5.4. In the event that the Bank refuses to conclude a contract, the Client shall have no right whatsoever to claim compensation for any damages to him or to his interests that may ensue as a consequence thereof.

4.6. Counterparts of contracts and the recording of contracts

- 4.6.1. The Bank maintains uniform, timely records of all contracts it concludes within the framework of trades involving its own accounts, with clients, and of framework agreement with clients already in progress. Records of agency and advisory-type contracts are kept in accordance with the date on which the contracts were signed, while records of other contracts are kept according to a unique serial number placed on the contracts. The Bank will keep records in a manner that is suitable for ascertaining whether it performed the commission for the benefit of Client or for its own benefit.
- 4.6.2. Contracts signed between the Bank and its Clients are, as a general rule, prepared in duplicate, with one counterpart kept by the Client and the other retained by the Bank.
- 4.6.3. Electronic transaction slips produced by closed, suitably secure computer systems are always considered to be equivalent to original copies, even without a signature.

4.7. Date and place of performance and Execution Policy

- 4.7.1. The Bank's Execution Policy, which is an attachment to these Business Terms, contains the rules to be followed to consistently to execute Client commissions in the manner most favourable to Client. The full text of the Bank's currently valid

Execution Policy is accessible at all times in the bank branches and on its www.unicreditbank.hu website.

- 4.7.2. Possible locations for performing commissions given by Client and listed in the Implementation Policy are as follows:
- a) For domestic securities appearing on the BSE: the Budapest Stock Exchange,
 - b) For domestic securities not offered on the BSE: the Hungarian OTC market,
 - c) For foreign securities: the domestic market where the security is offered,
 - d) For Hungarian government bonds and company bonds: straight from the Bank's own accounts,
 - e) For foreign government bonds and company bonds: straight from the Bank's own accounts,
 - f) For investment funds: in accordance with the base prospectus of the investment fund,
 - g) For other money market instruments: straight from the Bank's own accounts,
 - h) For Stock Market derivatives offered on the BSE: the Budapest Stock Exchange,
 - i) For derivative agreements not on the stock exchange: straight from the Bank's own accounts.

The following factors influence choice of an implementation venue: when choosing a trading venue, the Bank must consider only those trading venues in which traffic in the given monetary instrument is significant. In choosing a trading venue, the Bank also considers whether the Bank will have an opportunity to participate directly at the given venue or will it be required to use broker services.

- 4.7.3. If the Client gives the Bank specific instructions on the considerations to meet when judging implementation, the Bank – if it accepts the commission together with Client's instructions – will perform the commission in accordance with these instructions. These instructions by Client may prevent the Bank from implementing the transaction in the manner most favourable to Client.
- 4.7.4. Unless the contract between Bank and Client, the law, the stock-exchange or KELER regulations, or these Business Terms provide otherwise, the place of performance of contracts concluded between the Bank and its Clients shall, in the case of cash and physical securities, bank transfers and in other cases, be the Bank's head office for transactions that are exempt from the Execution Policy.
- 4.7.5. The date of performance and of notification of performance shall be the day of execution (signing)

of the contract, unless provided for otherwise by the law, the stock-exchange or KELER regulations, these Business Terms or the contract.

- 4.7.6. Unless otherwise provided for by the law, the stock-exchange or KELER regulations, these Business Terms or the contract, performance shall be regarded as having taken place correctly and in accordance with the contract, if:
- a) the cash or securities have been received or delivered correctly and in full at the Bank's head office;
 - b) in the case of bank transfers and securities-account transfers, the Bank's relevant accounts have been debited or credited by the account-keeping institution.
- 4.7.7. The Bank shall not, unless otherwise provided for by the law, the stock-exchange or KELER regulations, these Business Terms or the contract, accept orders for, or carry out, partial performance.

4.8. Direct performance

- 4.8.1. Performance may be effected directly from the Bank or from the Client to various third parties on the basis of the contract between Bank and Client and in accordance with the instructions contained therein.
- 4.8.2. Direct performance shall occur in the manner and form, and by the deadlines specified in, the contract referred to in point 4.8.1., and to the account(s) and/or address(es) specified therein.
- 4.8.3. The Bank shall be entitled to charge to the Client the costs of direct performance carried out on the basis of any request from the Client. The Bank shall be entitled to debit these costs from the Client's existing account maintained in the Bank. The costs of direct performance carried out by the Client on the basis of a request from the Bank shall be borne by the Client.
- 4.8.4. Direct performance carried out by the Bank shall be regarded as though it had occurred on behalf of the Client. Direct performance carried out by the Client shall be regarded as though it had occurred on behalf of the Bank.
- 4.8.5. Liability with respect to any damages caused by the Bank or by the Client to the other party or to its interests as a result of direct performance shall be established as if the parties had performed their obligations to one another based on the relevant provisions of these Business Terms.

4.9. Use of a performance assistant (collaborator)

- 4.9.1. In the absence of an express provision to the contrary in the contract or the law, the Bank shall be entitled to use the services of a performance assistant (collaborator) for the performance of the contract at its own discretion and without the separate consent of the Client. The Bank shall be responsible for the actions of the collaborator as if the Bank were itself acting. In all other respects, the provisions of the Hungarian Civil Code (hereinafter: Ptk.) – unless otherwise stipulated by the Business Terms or the General Business Conditions or the contract itself – shall apply with regard to the liability of collaborators.
- 4.9.2. In the event that the enlisting of a collaborator, sub-agent or sub-contracted custodian is rendered necessary as a result of the nature of the transaction, the Bank shall not be directly responsible for the activities of the collaborator, sub-agent, etc., if it has proceeded with reasonable care in the selection, instruction and monitoring of the collaborator as may generally be expected in the given circumstances.
- 4.9.3. The Bank may only enlist the services of a collaborator in fulfilling brokerage orders to an extent that protects the Client from incurring damages.

4.10. Use of a non-independent agent

- 4.10.1. With some financial instruments, the Bank may use the services of a non-independent agent registered with the Supervisory Authority to initiate and perform the transaction.
- 4.10.2. The Business Terms include an attachment listing the agents under Bszt. used by the Bank, if any.
- 4.10.3. The Bank shall provide information on its use of a non-independent agent to Clients qualifying as Retail Clients under Bszt. in accordance with Point 4.1.9 of its Business Terms.

4.11. Amendment of contracts

- 4.11.1. The amendment of contracts may be initiated by either party.
- 4.11.2. As a general rule, contracts may only be amended on the basis of mutual agreement between the contracting parties.

4.11.3. When amending a contract, the rules valid for concluding new contracts shall be applied.

4.11.4. The Bank reserves the right to amend interest, fee or other contractual conditions set forth in this Business Terms unilaterally, in response to any changes in money and capital market conditions, in statutory regulations and the provisions of the authorities, or in the Bank's business policy. Such supplements and amendments shall also apply, from the moment they come into force, to contracts already concluded.

4.11.5. The Bank shall publish a notice concerning changes to the Business Terms, List of Conditions – that are disadvantageous for the Client – at least 15 days before such changes are due to take effect. If the Client makes no comment in relation to, or raises no objection to such modification within 15 days from the date of publication of the announcement, the modification shall be deemed to have been accepted by the Client.

4.11.6. If the Client does not accept the modification of any of its contracts concluded with the Bank, or of any business regulations or of this Business Terms, both the Client and the Bank shall be entitled to terminate the relevant contract with a fifteen-day notice, unless the Business Terms or the contract stipulate a different notice period or exclude the right to terminate. If the Client makes no use of its termination right within the given period of time, the modification shall be deemed to have been accepted by the Client.

4.12. Termination of contracts

4.12.1. Unless the Parties agree otherwise in the contract, or unless the nature of the contract logically implies otherwise, the contract concluded between the Bank and the Client shall terminate as follows:

- a) upon contractual performance,
- b) if concluded for a definite period of time, upon expiry;
- c) upon cancellation due to late performance or lapse of interest,
- d) by termination based on mutual agreement,
- e) through ordinary or extraordinary notice of termination,
- f) in the event that the order is rendered null and void due to a change in the law, a case of force majeure (Act of God), or other, similar circumstance,
- g) in the event that the venue named in the Execution Policy as performance location has suspended or terminated trading in the securities specified in the contract,

h) in the event that the Supervisory Authority has suspended, limited, or partially or fully revoked the Bank's licence related to the activity in question.

4.12.2. Unless otherwise provided for in the individual contract or in these Business Terms, in the case of termination by notice, the notice period shall be 15 days. The terminating party must make a declaration in writing and forward it to the other contracting party in accordance with the provisions of the Bank's General Business Conditions. Wherever the Business Terms allow for contracts to be concluded verbally, to be followed by compulsory written confirmation, the same is possible also with respect to termination, unless otherwise expressly stipulated.

4.12.3. Termination with immediate effect is possible if bankruptcy, liquidation or winding up proceedings are initiated against one of the parties, as well as if one of the parties commits a gross breach of contract. In case the Client does not fulfil its obligations upon the request of the Bank, then this shall be regarded as an example of gross breach of contract.

The Bank shall also be entitled to terminate the contract with immediate effect for other material reasons, in particular, if the Client:

- a) has provided incorrect data, or if his financial position and/or business circumstances have significantly deteriorated, or are seriously threatened,
- b) has not immediately fulfilled a demand related to the provision or supplementing of collateral,
- c) has fallen into arrears with his payment obligations originating from the contract,
- d) displays conduct intended to mislead or deceive; provides data and/or makes a declaration, or misleads the Bank by communicating untrue facts, concealing information, or by other means.

In the event that one of the parties does not exercise its right of termination, this shall not mean that it has waived its right of termination.

4.12.4. With the termination of business relations, the balance of the accounts and sub-accounts managed on behalf of the Client shall immediately become due. The Client is obliged, over and beyond this, to exempt the Bank from all its commitments undertaken on his behalf or pursuant to an order given by him, to honour the commitments undertaken and, if this is not possible, to provide appropriate collateral for the commitments.

4.12.5. In the absence of an instruction from the Client to the contrary, the Bank shall deem that the Client has left the securities safeguarded and registered by the Bank with it for safekeeping, and shall charge a fee for the safekeeping of the securities.

4.13. Taxation

4.13.1. When the Bank completes a placement for a Client as the result of a transaction under the Business Terms, the Bank shall meet its payment obligation in accordance with currently valid tax laws. If the conditions set forth in the law are deemed to exist, the Bank shall deduct all taxes and duties, and advance payments on taxes, (for the purposes of this section: "Taxes"), as well as other official charges payable by the Client, and shall pay them to the tax authority.

4.13.2. Based on statutory provisions or the express request of the Client, the Bank shall prepare a certificate, with the contents required by prevailing statutory provisions, on the Taxes owed according to Bank's calculations and which it has therefore deducted, and shall forward it to the Client by the deadline specified therein and in accordance with any other instructions.

4.13.3. The Bank shall perform its data service to the tax authority in accordance with currently valid law.

4.13.4. The Bank shall maintain records, the contents of which shall meet currently valid law, to assist it in performing its data service requirement to the tax authority.

4.13.5. Performance by the Bank of its taxation-related tasks does not exempt Client from fulfilling his/her/its tax obligations as set forth in the law.

4.13.6. The Bank does not provide tax counselling activity and it is the responsibility of Client to learn the tax rules applicable to him/her/it.

4.13.7. Information from the Bank on taxation shall not be considered complete. Client's tax obligations with respect to ventures under the effects of the Business Terms only can be determined on the basis of Client's individual circumstances, and are not to be considered permanent.

4.14. Fees, costs, settlement

4.14.1. The Client shall pay a fee and shall reimburse costs in return for the Bank's services in accordance

with the latest List of Conditions published by the Bank and with the individual agreement. Any costs incurred during performance of the service, especially postage costs, bank costs, costs of any authority-related procedures and/or any special fees, costs and duty to which individual transactions or the portfolio in custody may be subject, shall be borne by the Client. The Bank shall display its latest List of Conditions – which is an attachment to these Business Terms – in its official premises and on its website.

4.14.2. The Bank shall be entitled to correct any credits or debits made in error without an instruction to this effect from the Client. The Bank shall notify the Client of this, together the reason for it, when sending the next account statement.

4.15. Confidentiality, the provision of data to third parties

4.15.1. Securities secrets are all such data on the Client as are available to the Bank that relate to the Client's person, particulars, financial position, business and investment activity, management or ownership relations, and/or to any of his contracts concluded with the Bank or to the balance of and turnover on his accounts held at the Bank.

4.15.2. The Bank may only give securities secrets to third parties – at which point it also must notify the Client – if

- a) the Client or his lawful representative requests this, or gives authorisation for this, with a precise indication of the range of securities secrets related to him that may be disclosed, in a notarized deed or a private document bearing full probative force,
- b) the Bank sells any outstanding receivables or the enforcement of any overdue claims on the Client requires it,
- c) the Bszt. provides for exemption with respect to the obligation to keep securities secrets.

4.15.3. Pursuant to point 4.15.2. c), the Bszt. provides for exemption with respect to the obligation to keep securities secrets vis-à-vis the following organisations or individuals in the event that they request it from the Bank in writing:

- a) the Supervisory Authority, the Investor Protection Fund, the National Deposit Insurance Fund, the State Audit Office and the Economic Competition Office, when acting on their authority;
- b) the regulated market, operator of multilateral trading facility, the organization performing clearing activity,

the central depository, the Government oversight agency exercising its supervisory competence specified in Subsection (1) of Section 63 of Áht. Internal monitoring bodies authorized by the Government and the European Anti-Fraud Office (OLAF) when monitoring the protection of the Community's financial interests, when the above are acting within the scope of their duties conferred by law;

- c) public notaries acting in matters of inheritance, as well as the guardianship office proceeding within its sphere of authority,
 - d) asset-supervisors, receivers, financial trustees, foreclosure agents, and liquidators acting in the context of bankruptcy proceedings, liquidation proceedings, debt-settlement proceedings of local governments, judicial foreclosure proceedings and/or cases of foreclosure,
 - e) the criminal investigation authorities acting in the framework of ongoing criminal proceedings and seeking to supplement information on persons reported to them, as well as criminal prosecutors proceeding within their sphere of authority,
 - f) the courts, in the framework of criminal or civil cases, as well as bankruptcy and liquidation proceedings, or debt-settlement proceedings of local governments;
 - g) in particular cases specified in a separate act, under certain conditions when an organisation has been authorised to use secret-service instruments and to gather secret information,
 - h) based on the occasional approval of the director in chief, the international security services acting within their sphere of competence,
 - i) the tax or customs authorities, with respect to their investigations into whether tax, customs or social security obligations have been fulfilled, and in cases where they are carrying out a procedure aimed at executing an executable deed establishing such overdue liability;
 - j) the Commissioner for Fundamental Rights when performing official duties; and
 - k) the National Authority for Data Protection and Freedom of Information when performing its duties.
- 4.15.4. The obligation of confidentiality with respect to securities secrets under Bszt. shall also not apply if
- a) the state tax authority requests information for itself, from the Bank or does so in the interest of fulfilling a written request from a foreign tax authority pursuant to an international agreement, provided that the request contains a confidentiality clause signed by the foreign authority,
 - b) in accordance with a cooperation agreement with a foreign supervisory authority, when the Hungarian

Supervisory Authority requests or submits data in a specific manner, if the cooperation agreement or the request from the foreign supervisory authority contains an undersigned confidentiality clause,

- c) a Hungarian law enforcement body acting in accordance with an international treaty, is endeavouring to meet a written request from a foreign law enforcement body, and submits a written request for data to the Bank, if the request contains the confidentiality clause as signed by the foreign law enforcement body,
- d) the foreign investor-protection system of the Investor-Protection Fund and its foreign supervisory authority requests the information, if it guarantees that when the data is handled and/or used, it will enjoy the same protections as under Hungarian regulations
- e) data is provided by the Bank under the Tax Law – Art. § 52. Section (8).
- f) When the national financial intelligence unit makes a written request for information from the Bank acting within its powers conferred under the Act on the Prevention and Combating of Money Laundering and Terrorist Financing or in order to fulfill the written requests made by a foreign financial intelligence unit.

4.15.5. The written request in 4.15.4. must indicate

- a) exactly which Client, group of Clients or account(s) the organisation or authority specified in point 4.15.4. is requesting information on, that involves breaching the confidentiality of the securities and
- b) the nature of the requested data and the purpose of the data request, unless the authority is the Supervisory Authority, when acting within its own sphere of competence, and performing an on-site inspection.

The person entitled to make the data request pursuant to point 4.15.3. and/or 4.15.4. may use the data provided to it exclusively for the purpose indicated at the time the data request is made.

4.15.6. The obligation of confidentiality with respect to securities secrets shall also not apply in the event that the Bank complies with the obligation of notification prescribed in the Act on the implementation of restrictive measures imposed by the European Union relating to liquid assets and other financial interests.

4.15.7. The Supervisory Authority shall also be entitled to access securities secrets during the course of data provision required of the Bank in a statute of law or central bank decree.

4.15.8. The Bank shall, in response to a written request from the criminal investigation authorities, the national security services and the public prosecutor's office, immediately provide the requested data on any transaction arranged by it and on any account managed by it, if information comes to light suggesting that the transaction or the account is in some way related to illegal drug abuse, an act of terrorism, explosives or abuse of explosives, firearms or abuse of firearms, money laundering, organised crime or crime committed by a syndicate, insider trading or influencing the market.

4.15.9. The Bank may not in such cases refuse to provide data by reference to its obligation to maintain confidentiality.

4.15.10. The Bank shall not inform the Client of any requests for release of his confidential data, in the cases under points 4.15.3. e), g) and h) and point 4.15.8.

4.15.11. The obligation to maintain confidentiality shall apply without time limitation to the Bank, its management, all its employees, and to anyone who accesses securities secrets.

4.15.12. The Bank may, subject to the Client's approval, provide the data on the Client that comes to its knowledge – including data and information related to the Client's person, his business investment activities and financial position, his contracts concluded with the Bank in respect of investment services, and his management – to any member, or unit of UniCredit S.p.A. group, for the purpose of the fulfilment of the Bank's tasks and commitments undertaken pursuant to the law, as well as for purposes of consolidation, risk analysis, and the sale and marketing of services.

4.15.13. The Banks guarantees that the group members of the UniCredit S.p.A. group shall handle any data that it provides to them pursuant to the above point in keeping with the legal provisions on securities secrets and the effective data-protection regulations.

4.16. Liability for damages

4.16.1. With respect to damages arising in the course of the legal relationship between the Bank and the Client, the general provisions of the Ptk. on damage compensation shall be applicable.

4.16.2. The Bank shall not be liable for any damages that may occur to the Client or to his interests if such damage was caused by an Act of God (force majeure), by a measure taken by the state or an authority (in particular, the Supervisory Authority), or by the stock exchange or clearing house, or if a measure taken by one of the Bank's custodians or its account-keeping bank, over which measure the Bank had no influence, led to the damage.

4.16.3. The Bank shall not be liable for damages in cases specified in the law, nor as provided for in KELER's regulations, nor for damages caused in the event of serious – and, despite notices, unrectified – breach of contract on the part of the Client, or by the non-performance, or non-contractual performance, of the contract.

4.17. Sureties

4.17.1. Any asset or right that comes into the possession of the Bank that constitutes the property of the Client, or to which the Client is otherwise entitled, shall serve as surety for any claim that the Bank has with vis-à-vis the Client, unless the Parties agree separately with respect to any asset that it may only be used for specific purposes.

4.17.2. At any time prior to or following performance of the contracts, the Bank shall be entitled to require the Client to provide it with appropriate surety, or to demand that he increase the value or quantity of the sureties already pledged by the Client in order to ensure satisfaction of its claim, or by the extent required to ensure payment of the entire contractual cash amount or collateral.

4.17.3. The Bank shall, without having to notify the Client, be entitled to postpone performance of the contracts until the Bank has achieved satisfaction of its claims vis-à-vis the Client. The Client shall bear the costs and expenses related to production, maintenance and utilisation of the assets pledged as surety.

4.17.4. The Client shall see to the maintenance and (where necessary) the insuring of the assets pledged as surety. The Client shall immediately notify the Bank in writing of any change that occurs in the value or the saleability of the sureties.

4.17.5. The Bank may at its own discretion release, either individually or together, the assets pledged as surety that are not necessary for guaranteeing its claims.

4.17.6. Any breach by the Client of his obligations under this section shall qualify as a gross breach of contract.

4.18. Investor protection regulations, the Investor Protection Fund

4.18.1. The Bank shall manage the financial instruments to which the Client is entitled separately from its own financial instruments and from those of other Clients. Financial instruments due to the Client may not be used for settling debts towards the Bank's creditors.

4.18.2. If the headquarters of the foreign subsidiary managing the deposit and used by the Bank does not, under the law of the given country, allow management of the financial instruments belonging to Client, and to which Client holds an entitlement, in a manner that separates them from its own assets, the Bank shall inform Client of this and of any possible risk this entails.

4.18.3. The Bank may not burden, lend, or use, even temporarily, either in its own interests or in those of any of its other Clients, the Client's any financial instruments that are at its disposal, or the money that is held on the client account. The Bank shall ensure that the Client can at any time dispose over his financial instruments and/or cash assets.

4.18.4. The Bank is a member of the Investor Protection Fund (hereinafter: Fund), and thus, all investment service contracts to be concluded between the Bank and Clients not listed in Tpt. § 215 are to be regarded as insured pursuant to the regulations of Tpt. The Fund shall provide protection for the Client in a total value of up to EUR 20,000 per Client and per Fund member on the aggregate, provided that the Client presents an application for the establishment of damage compensation within one year from the first day of the claim enforcement communicated in accordance with the regulations of Tpt., or, if the Client has been unable, for acceptable reasons, to present his application by the deadline, then within thirty days following the elimination of the obstacle to doing so. The extent of the damage compensation paid by the Fund is 100% for losses of up to HUF 1,000,000, and for losses over this threshold, it is HUF 1,000,000 and 90% of the part above HUF 1,000,000.

4.19. Conflict of Interest Policy, incentives

4.19.1. The Bank's Conflict of Interest Policy includes rules on avoiding, disclosing, and managing conflicts of interest detrimental to the Client

4.19.2. The Bank offers a variety of financial and investment services to an extensive circle of clients and partners. Differences in the goals of this variety of entities may be the reason conflicts of interest are sometimes unavoidable.

Conflicts of interest can occur when providing investment and supplementary services:

- between Bank (including top management, employees, persons working under bank authorization and other people directly or indirectly connected to the Bank through monitoring) and Clients, and
- between two or more Clients or partners.

The Bank shall take all reasonable measures to identify and where possible, avoid incompatibility when providing investment services.

Conflict of interest may occur when the following circumstances arise:

- when the Bank may hold an interest in sales, particularly regarding the bank group's own products, while offering investment counselling,
- when third parties offer possible incentives connected to investment services offered to Bank clients (such as sales commissions or commissions on retaining stock),
- when incompatibility occurs because of profits connected to other Bank activity, particularly its activity in its own account and when distributing securities issued by the bank group,
- when there may be connections between the Bank's issuance of securities (such as a creditor connection, an account management connection or a cooperation agreement),
- when preparing analyses on monetary instruments,
- when the Bank has knowledge that may qualify as insider trading information,
- when there is a personal relationship between employees and top management,
- when staff receives performance-based remuneration.

The Bank has introduced numerous organizational and administrative rules to prevent situations of conflict of interest from occurring and to manage them when they do occur:

- it has established a compliance function, one task of which is to manage situations of conflict of interest,
- it has regulated the flow of information to keep confidential information (banking and securities information) on a need-to-know level within the Bank,
- it has regulated personal business between top Bank officials, employees and other involved persons,

- it has regulated conditions under which gifts may be accepted,
- it has evolved a remuneration system that calculates with conflict of interest issues.

If conflict of interest is impossible to avoid, the Bank's Conflict of Interest Policy requires that the incompatibility be resolved to the benefit of Client interests.

If the organizational and management means employed by the Bank are insufficiently reliable to ensure that risks to Client interests are prevented, the Bank shall disclose the general nature of the incompatibility and/or the sources to the Client before agreeing to perform a business activity for said Client.

4.19.3. In response to a written request from Client, Bank shall provide further detailed information on its Conflict of Interest Policy.

4.19.4. Client hereby takes note of the fact that the Bank may accept incentives from third parties in connection with the investment services and supplementary services it provides to Client (typically, sales commissions, and incentives to retain stocks). At Client's written request, the Bank shall provide further details on these incentives.

4.20. Revocation, suspension and restriction of the Bank's license

4.20.1. The Bank shall be obliged to immediately notify the Clients in writing if the Bank's operating license is partially or fully suspended by the Supervisory Authority with respect to any activities, if any restrictions are imposed on the license, or if the license is partially or fully revoked.

4.20.2. If, as a consequence of any event defined in point 4.20.1., the winding up or liquidation of the Bank is initiated, and the Client does not exercise his right of termination pursuant to point 4.12.3., the Client's consent shall not be required for the transfer elsewhere of the Client's securities portfolio and other claims. If, however, the transfer of the Client's securities portfolios and other claims does not take place due to the winding up or liquidation of the Bank, the Bank shall be obliged, prior to the going into effect of the contract instructing the transfer, to notify the Client about its desire to effect the transfer. The Client shall be entitled to specify an investment service provider other than that determined by the

Bank, whose services he wishes to use in the future. The Bank shall do all in its power to ensure that the Client's interests are not harmed in the course of the portfolio transfer. The costs of and the fees charged for the portfolio transfer shall be borne by the Bank.

4.21. The electronic processing of transaction data

The Bank reserves the right to, and the Client, by accepting these Business Terms, agrees that the Bank may, manage transaction data and the related assistance functions by way of electronic processing, in such a place as the Bank considers optimal for this purpose, while always ensuring that it fulfils its obligations undertaken with respect to the Client and that it observes the relevant statutory regulations.

4.22. Legal remedy, jurisdiction, legal disputes and the settlement of complaints

4.22.1. Unless expressly stipulated otherwise, with respect to the legal relationship entered into between the Bank and Client, Hungarian law, these Business Terms, the Bank's latest effective General Business Conditions, the prevailing regulations of the Budapest Stock Exchange, and the prevailing regulations of KELER shall be applicable.

4.22.2. If in relation to a consolidated securities account contract concluded pursuant to these Business Terms, a legal, settlement, or other dispute should arise between the Client and the Bank, the Parties shall endeavour to settle the dispute through negotiation, without resort to the courts.

4.22.3. If the negotiations referred to in point 4.22.2. have produced no result within 30 days, the contracting parties shall submit the dispute to the Permanent Court of Arbitration of the Money and Capital Markets for resolution.

4.22.4. Rules on settlement of Client complaints are included in the General Business Conditions of the Bank. The Bank's Rules of Complaint Management is an attachment to these Business Terms.

5. Special conditions on specific contract types

5.1. Performing order for the benefit of a Client (Brokerage activity)

5.1.1. Content of brokerage activity

- 5.1.1.1. During the course of brokerage activity, the Bank, based on the Client's order, concludes a contract calling for the purchase and sale of a financial instrument under the conditions specified in the order, in its own name and in favour of (or to the debit of) the Client.
- 5.1.1.2. The Bank shall only accept orders from Clients that possess a Client account and/or bank account as well as a Consolidated Securities Account. The Bank conducts brokerage activity with its institutional Clients and other acceptable partners based on a Brokerage Master Agreement.
- 5.1.1.3. In the framework of the Bank's brokerage activity, it may accept orders for the following financial instruments:
- purchase and sale of stock-exchange shares traded on a recognised (regulated) market,
 - purchase and sale of OTC shares,
 - stock-exchange purchase and sale of securities embodying a loan relationship and collective investment securities traded on a recognised (regulated) market,
 - OTC purchase and sale of securities embodying a loan relationship and collective investment securities,
 - orders for auctions organised by the regulated markets (ÁKK, MNB) with respect to government securities, corporate bonds, mortgage notes and shares,
 - standardised futures and forward transactions
 - other financial instruments defined by Bszt. based on individual agreement.
- 5.1.1.4. The Bank hereby warns Retail Clients that when they commission the Bank to procure stocks, monetary instruments, secured bonds or other securities (not including instruments containing derivative components) from a regulated market or a stock exchange in a third country operating under identical conditions, or securities issued by the ÁÉKBV or any other monetary instruments that do not qualify as complex under Bszt. regulations, the bank will not perform an appropriateness test. This means that appropriateness test findings will not be taken into account when meeting this type of order from a Retail Client.
- 5.1.1.5. The Bank shall accept orders in respect of foreign stock exchanges classified as recognised stock exchanges pursuant to the Bszt., only if the technical and settlement-related conditions for fulfilment of the given order are in place.
- 5.1.2. **General rules**
- 5.1.2.1. At the time of the execution of contracts related to BSE-listed financial instruments, besides the provisions of these Business Terms, the regulations of the BSE and of KELER shall also always be applicable. In the case of orders to be executed on a recognised (regulated) foreign market (Stock Exchange), the effective provisions on the operation of the given market shall be applicable.
- 5.1.2.2. The Bank shall not be held liable if the price movements on the market and/or stock-exchange trading volumes do not allow for the Client's orders to be executed. Any risk associated with an order shall be borne by the Client. The Bank always accepts orders that cannot be forwarded at that moment towards the BSE, and performs the forwarding without delay subject to market possibilities.
- 5.1.2.3. If the Client grossly violates the provisions of the contract and/or of the Business Terms, and does not rectify such transgression despite a request to do so, thus, especially, if the Bank accepts an order before the Client deposits the requisite cash funds or securities, and the Client does not fulfil his obligation to do so prior to or on the due date, the Client shall bear full indemnification liability towards the Bank.
- 5.1.2.4. The Bank takes stock-exchange orders for same-day fulfilment prior to the closing time for stock-exchange trading in the given financial instrument, up until the time – specified in the latest List of Conditions – at which the technical possibility still exists for same-day fulfilment to be attempted. As regards orders that arrive after this point, the Bank is obliged to attempt to execute them on the following stock-exchange trading day.
- 5.1.2.5. When accepting a purchase commission on its own account or as agent, the total cost amount declared to the Client includes the costs to the Bank when performing the transaction, charged in accordance with its List of Conditions, and all commissions. In other words, the costs and commissions will be deducted from the funds

provided by Client when commissioning Bank to perform the transaction.

- 5.1.2.6. When performing a sale or return from its own accounts or on commission, once the commission has been transacted, Bank costs and commissions, as set in the Bank's List of Conditions, as well as taxes deductible by law will be deducted from the money due to Client. In other words, these and commissions and taxes will be deducted from the funds due to Client on performance of the transaction.
- 5.1.2.7. Client is required to provide Bank with the documentation certifying the cost price of the monetary instruments for which the transaction has been ordered at the time Client orders Bank to perform the sale/redemption transaction. If Client fails to do so, Bank shall determine cost price on the basis of available data. Client shall hereby note that the cost price set by the Bank may not be altered after the fact.
- 5.1.2.8. With respect to the Bank's contracts and brokerage agreements, the deadlines specified in the latest List of Conditions regarding the various contracts and to the brokerage agreements shall be valid. With regard to the manner in which deadlines are to be calculated, the provisions set by the Bank shall apply.
- 5.1.2.9. The Bank shall accept orders for the stock-exchange purchase/sale of monetary instruments, and for the OTC purchase/sale of shares, securities embodying a loan relationship, and of government securities at a limit price or based on a specific agreement at the market price.
- 5.1.2.10. The Bank accepts market-price orders exclusively on the basis of individual appraisal, and only from those of its Clients who, based on their knowledge of the money and capital markets and on their experience, possess adequate market intelligence in respect of the given investment. The Bank may also refuse to accept market-price orders, without giving any reason for doing so. The validity period of the order may be for the same day only, or for a period not exceeding 360 days, including the date of the order, or until revoked. Orders that are to stand until revoked shall be treated by the Bank as valid for 360 days. The Bank does not notify the Client on the expiry of the order, or that the order cannot be executed due to a circumstance

included in BSE's relevant regulation. In case a validly accepted order cannot be executed until its expiry due to a circumstance not included in BSE's relevant regulation, then the Bank shall revoke the order and notify the Client on this in a letter or in a way determined under a specific agreement.

- 5.1.2.11. In respect of investment units issued by Pioneer Investment Fund Management Zrt. and by other domestic or foreign fund managers, the Bank shall, based on a contract concluded with the issuer, undertake the purchase and redemption of investment units of open and closed-ended funds in accordance with the fund manager's regulations related to the respective funds and with the List of Conditions.
- 5.1.2.12. If the Client wishes to purchase an investment unit distributed by the Bank in a manner that involves Client's remitting the charge to the given investment fund's current account, or to his/her own client account or bank account held at the Bank, the Bank shall only perform the purchase if the Client has given an order to this effect to the Bank.

Recording of orders

- 5.1.2.13. The Bank records the Client's orders in its IT system electronically (in the form of an "electronic deal ticket"), and furnishes the orders with individual serial numbers in accordance with the order in which they are given. In the course of the recording of orders electronically, the Bank keeps records from which the identity of the Client, the contents and conditions of the order, the time and mode of its arrival and fulfilment (or termination), as well as the coverage for the transaction, and/or the provision of the guarantee deposit, may be established and also subsequently checked. In accordance with the general provisions on record-keeping, the Bank keeps all electronically recorded orders for a period of eight years. The Bank may not accept orders for purchase/sale of government securities through electronic banking services.
- 5.1.2.14. The Bank shall notify the Client in writing, by mail or based on a specific agreement via fax at the latest on the day after the fulfilment of the order.

Preconditions for the fulfilment of orders

- 5.1.2.15. The Client must deposit the securities or funds constituting the subject of the commission/

brokerage contract at the Bank on the day of the order, or make them available to the Bank, without restrictions, in some other manner. If the securities or the funds are at another bank or other organisation licensed to distribute securities, the Client shall be obliged to transfer the securities and/or funds in the deposit to the place specified by the Bank prior to giving Bank the commission.

- 5.1.2.16. With respect to prompt-purchase brokerage contracts, in the case of a limit-price order, the coverage shall consist of the total purchase price calculated at the limit price, plus the brokerage fee. In the case of market-price share-purchase orders to be executed on the stock exchange, the Bank may require that the Client provide the coverage for the purchase at a value increased by the maximum value of the price-fluctuation band as determined in the effective stock-exchange regulations, and that he pay the brokerage fee at the same time. In the case of brokerage transactions for OTC purchases, the coverage is determined on an individual basis, by taking into account the price movements of the given security.
- 5.1.2.17. The Bank may waive the obligation to make available the cash serving as coverage for the order if the Client has an adequate credit limit against which the Bank may execute the order.
- 5.1.2.18. The Bank shall exempt Client from putting the cash or securities serving as collateral for the commission at its disposal at the time the commission is ordered if a commission ordered earlier by the Client and already met but not yet accounted is sufficient to provide the collateral for the newly ordered commission as payment falls due.
- 5.1.2.19. The Bank shall keep as a security deposit the securities provided as coverage for the order and kept on the Consolidated Securities Account and the funds kept on the Client account or bank account, likewise serving as coverage for the order, and may not use these assets for any purpose other than the order, nor give them to someone else for use, unless the parties agree otherwise.
- 5.1.2.20. During the validity period of the order, the Client may not release, alienate, or in any way encumber the securities held in the security deposit. The Client shall bear unlimited liability towards the Bank and/or its contractual partner(s) with respect to any damage originating from a breach of this provision.

Fulfilment of the order

- 5.1.2.21. In the event that the Client gives an order for the sale of a financial instrument, with respect to the settlement of the sale the Bank shall apply a method of record-keeping that corresponds to the order of arrival of the given investment instrument (FIFO) – which means that, in the event of a sale, it shall regard as sold those securities that were chronologically first credited to the securities account affected by the sale – and this method may not be departed from even in the event of a separate request from the Client to do so.
- 5.1.2.22. Bank shall perform the transactions commissioned by Client in accordance with the Execution Policy set forth under Point 4.7. of these Business Terms
- 5.1.2.23. In the interests of the fulfilment of an order, if the securities or funds required for the transaction are at the Bank, the Bank shall proceed immediately in the Client's interest, while if securities or funds for the transaction need to be transported or deposited, – excepting the cases set forth under 5.1.2.17. and 5.1.2.18. – it shall do so as soon as they have arrived.
- 5.1.2.24. In lieu of any specific agreement to the contrary between Bank and Client, the financial accounting of all transactions performed on commission shall be in the currency of the transaction.
- 5.1.2.25. If the Client has given several orders to the Bank in succession, and the coverage for the order is not available at the time the order is given, the Bank shall fulfil purchase orders following the arrival of the applicable funding on the Bank's account, in the chronological order in which the orders arrived, and shall fulfil sale orders following the depositing of the securities constituting the object of the order.
- 5.1.2.26. Subject to the prevailing stock-exchange regulations, the Bank shall also be entitled, with the Client's consent, to fulfil the overall amount indicated in the brokerage order in instalments. The full brokerage fee shall be settled following the last partial fulfilment of the order.
- 5.1.2.27. Any order with respect to the remaining part of a part-fulfilled expired or revoked order shall qualify as a new order, and therefore the Bank shall be entitled to charge the minimum fee again.

- 5.1.3. **Individual orders accepted under the BSE Trading Regulations** workstation of the contacted section member. The default deadline is 15 minutes.
- 5.1.3.1. The Client may only make OTC TRADING offers in the Loan Securities and the Equities section.
- 5.1.3.2. If the Client is not an institutional investor, OTC TRADING offers may only be made in the case of a written order by the Client containing an express instruction to this effect. If the Client is not an institutional investor, before accepting an order for the conclusion of a OTC TRADING transaction, the Bank must inform the Client in a comprehensive manner, pursuant to these Business Terms, of the characteristics that are typical of an OTC TRADING transaction and that differ in relation to a standard transaction.
- 5.1.3.3. In order to make a OTC TRADING offer, and/or a OTC TRADING counter-offer, the Bank may consolidate the orders of at most two Clients.
- 5.1.3.4. In respect of Premium category shares and shares and certificates of deposit included in the BUX-index basket, as well as all securities embodying a loan relationship:
- in case of a purchase offer, the Price may be at most 15% higher than the Base Price;
 - in case of a sale offer, the Price may be at most 15% lower than the Base Price.
- 5.1.3.5. In respect of all other securities, that are not embodying a loan relationship – except for the securities mentioned in the previous section:
- in case of a purchase offer, the Price may be at most 20% higher than the Base Price;
 - in case of a sale offer, the Price may be at most 20% lower than the Base Price.
- 5.1.3.6. The entity making the offer may set the fulfilment day as any day during the period extending from T+1 to T+7 inclusive. Under normal circumstances, the fulfilment day is a day that corresponds to the settlement cycle used in the section of the given security.
- 5.1.3.7. In the case of a OTC TRADING offer, the Bank shall contact, within the specified time period (hour, minute), a member, selected by the Bank, of the BSE and, based on its offer, it shall call upon this member to conclude a deal with the Bank. The OTC TRADING offer is displayed only on the
- 5.1.3.8. The OTC TRADING offer may only be accepted by the section member selected in the offer by the offering Bank. The Bank may not make a OTC TRADING offer in which both the buyer's and the seller's side would be accounted for on the Bank's own account.
- 5.1.3.9. If the selected section member rejects the offer within the specified time period, then the deal is not concluded and the offer is deleted.
- 5.1.3.10. The BSE's trading system does not record OTC TRADING offers in the book of offers. An OTC TRADING offer may be made only in the trading sessions authorized in BSE's regulation.
- 5.1.3.11. Deals concluded in response to OTC TRADING offers shall not have to be considered at the time of determination of the closing price, during the cessation of trading, in the case of activation of STOP LIMIT and STOP MARKET prices, in the official price statistics, and the generation of the average price.
- 5.1.3.12. Deals that have been concluded in response to OTC TRADING offers are indicated by the BSE's trading system, and are made instantly accessible as information on the workstations of all the BSE section members.
- 5.1.3.13. An OTC TRADING deal on the buyer's side initiated by the Bank with respect to its own account may only be settled in the absence of any identical instruction from the Client.
- 5.1.3.14. With reference to the launch of the XETRA trading system, the amendment of provisions in unified structure set forth in sections 5.1.2 and 5.1.3 of these Business Terms shall come into effect on the 6th December 2013 and shall remain in effect for an indefinite period of time. These provisions shall also apply to matters in progress.
- 5.1.4. **Brokerage orders for government securities auctions**
In the case of brokerage orders for the purchase of government securities in the framework of auctions, the Bank's calculation of yields, as well as the related determination of the net and gross purchase price, shall be identical with the effective yield calculation used by ÁKK. The effective yield calculation used by

ÁKK can be found on ÁKK's website (www.akk.hu). Upon the Client's request, the Bank shall be obliged to perform the yield calculation pursuant to Government Decree 82/2010 as well, and to inform the Client of the result.

5.1.5. Standardised stock-exchange forward transactions and separate conditions for accepting orders for such transactions

5.1.5.1. Orders for standardised stock exchange forward (hereinafter: futures) transactions will be accepted by the Bank only from Clients who possess valid amendments to their account contracts to this effect. When the Bank receives an order, it is entitled to decide whether to accept the order or not, to apply the conditions of its internal rating and limit system, and finally to refuse to accept the order.

5.1.5.2. With respect to changes in the market, the Bank is entitled to modify its coverage limit system unilaterally. If the Client fails to comply with the modified limit requirements upon the Bank's request, the Bank shall be entitled, but not obliged, to perform a forced liquidation of the position.

5.1.5.3. The preconditions for accepting an order for a futures transaction are as follows:

- the Client provides the Bank with all the information and data required for Client rating,
- investors who for tax purposes belong to the jurisdiction of a country with which Hungary has concluded a bilateral agreement on the prevention of dual taxation may take advantage of the benefits specified in the agreement if the Client sends the required documents to the Bank in time, prior to issuing the commission. Upon the Client's request, the Bank shall provide information on the required documents,
- the Retail Client shall sign the risk disclosure statement,
- the Client shall provide to the Bank the coverage determined by the Bank.

5.1.5.4. Another condition for concluding the futures transaction is the possession by the Client of a fax machine. The Bank is not liable for losses arising from a malfunction of the fax machine.

5.1.5.5. The Bank determines the size of the deposit ("initial margin") in accordance with the KELER regulations and the stipulations of the Clearing

House Regulations. The Bank is entitled to request further security in addition to that specified above if changes in Stock-Exchange prices or other market changes warrant it. If the security specified in the contract is not supplemented, the Bank shall be entitled to terminate the contract and the transaction with immediate effect.

5.1.5.6. The Bank shall accept as an initial margin cash, as well as BSE-listed government securities blocked by KELER. The initial margin shall be deemed to have been performed on the day on which the cash and/or securities provided as an initial margin have been credited on the Client account of the Bank designated for this purpose, or on its Consolidated Securities Account.

5.1.5.7. The Client is obliged to continuously secure the coverage, determined by the Bank, of the futures transaction that constitutes the subject of the order, in the form of a deposit, until the open position is closed, that is, to supplement the above initial margin as required.

5.1.5.8. These transactions shall be settled in accordance with the KELER regulations. The Bank shall continuously settle with the Client following the purchase and prior to closing the position, and shall provide a closing statement after the position is closed.

5.1.5.9. Continuous settlement means the settlement of the difference between the deal price and the settlement price published by the BSE. The Bank calculates the price difference daily on the basis of the settlement price published by the BSE. If the price difference is negative, the Bank is entitled to debit the Client's client account or bank account with the negative price difference.

5.1.5.10. If the client account or bank account does not provide coverage for the negative price difference, the Client is obliged to settle the deficit in one banking day following the receipt of the Bank's notice. The Bank's notice sent by fax is to be deemed to have been received by the Client on the date indicated on the automatic fax transmission confirmation sheet, unless and until proven otherwise. If the Client fails to pay the difference by the specified deadline, the Bank is entitled to terminate the contract with immediate effect and to liquidate all open positions

immediately. The losses and costs arising from the forced liquidation are to be borne by the Client.

5.1.5.11. For the duration of the futures transaction the Bank shall have surety rights, up to the full amount of the Client's obligations, with respect to all the securities and cash funds on the Client's securities account and bank account and/or Client account managed by the Bank. Without further notice, the Bank shall be entitled to satisfy its claim from this surety, even by selling the securities on the securities account, if the Client's deposit does not cover the maintenance or closing of the position, and the Client fails to supplement the deposit ("margin") by the specified deadline. The limit of the surety right shall be equal to the total amount of the Client's liabilities and related payables, that is, it shall extend to the default interest, the cost of enforcing the claims and the surety, and the justifiable costs incurred in respect of the object of the surety.

5.1.5.12. The Bank may accept an order only if the order allows for partial performance. The performance of the order may be tied to a deadline or may be valid until revoked. The order, or any instructional statement made by the Client that is accepted by the Bank, shall clearly indicate whether it is referring to the opening or closing of a position. If this cannot be clearly ascertained, the Bank shall interpret the order as an order to open a position and will determine the deposit ("margin") conditions accordingly. If the Client issues an order to close a position, the Bank shall settle this on the basis of the FIFO principle, to which no exceptions can be made even in the event of a separate request to this effect from the Client.

5.1.5.13. The execution of the order may be restricted to the various trading sessions. Orders for the opening and closing trading sessions may only be limit-priced. The order is valid only in the session in which it was issued. As all orders are cancelled when a session is closed, the Client must indicate requests for any departure from this custom.

5.1.6. Special rules on brokerage orders from the Bank's institutional investors

5.1.6.1. Among the Bank's Clients the following qualify as institutional investors: credit institutions, financial ventures, investment firms, investment funds, investment fund managers, venture capital funds,

venture capital fund managers, insurance firms, voluntary mutual insurance funds, private pension funds, body responsible for health insurance, pension insurance body responsible for managing the Pension Insurance Fund, and all non-residents who can be regarded as such on the basis of their own laws.

5.1.6.2. If the institutional investor qualifies as an acceptable partner under the Bszt. definition, it will be exempted from the stipulations of the Execution Policy when meeting its transaction orders.

5.1.6.3. The Bank undertakes, based on the order of the institutional investor (or Client), to conclude stock-exchange purchase and sale transactions on the BSE in its own name, on behalf of the Client. In executing the order, the Bank shall proceed in the best of its knowledge, taking into consideration the size of the order and its other conditions.

5.1.6.4. The Bank shall accept orders from its institutional investors through electronic communication channels (e.g. Bloomberg, fax) or by telephone, and shall record such telephone communications. Disputes shall be resolved by consulting these recorded telephone communications.

5.1.6.5. The Bank shall accept orders from its institutional investors through registered and authorised dealers (persons). Institutional investors must notify the Bank in writing of the dealers (persons) who are authorised to act on behalf of and for the benefit of the Client.

5.1.6.6. The Bank does not accept responsibility for losses arising from an institutional investor's failure to notify the Bank of changes with respect to authorised persons.

5.1.6.7. The Bank immediately records the order accepted from its Clients in the Bank's electronic system, and includes all the significant mandatory components of the order. The mandatory components are as follows: the Client's name, the date and method of the order's commencement and performance (termination), the subject and direction of the order, price type, serial numbers in increasing order, possibility of partial execution, order fee, availability of coverage and/or margin.

5.1.6.8. The Bank is entitled to accept orders from its institutional investor Clients outside the business

hours, with the condition that the Bank must immediately record the electronic deal note.

5.1.6.9. The Client shall have the right to exclude partial execution. It shall not be regarded as the Bank's own-account transaction if the Bank settles the partial executions of the Client's stock-exchange orders with the Client only after the entire order is executed.

5.1.6.10. On the day that the order is executed, the Bank is obliged to notify the Client in writing (by fax) of the execution of the transaction. If partial execution has been excluded, the Bank may settle only after the entire transaction is completed.

5.1.6.11. The Bank is entitled to a contract fee for executing the order, which fee is based on a mutual business decision between the two partners (the Bank and the institutional investor) and is not determined according to the List of Conditions.

5.1.6.12. In addition to the contract fee, the Bank is entitled to charge all costs to the Client that arise from an inappropriate or faulty order or performance by the institutional investor.

5.1.6.13. The Bank prepares a rating on all institutional investors. The Bank shall accept orders from such Clients up to a limit that corresponds to the Client rating, without requesting advance cash or securities coverage for the transaction.

5.2. Trading from its own accounts

5.2.1. General rules

5.2.1.1. In the framework of trading from its own accounts, the Bank concludes contracts related to the purchase or sale, as well as the swap, of government bonds, securities specified in the law, or other financial instruments exclusively in writing.

5.2.1.2. Contracts concluded in the framework of trading activity against its own accounts qualify in all cases as OTC transactions.

5.2.1.3. The Bank determines the scope of the financial instruments that constitute the subject of the trading activity from its own accounts on the basis of its own decision, pursuant to effective statutory regulations and supervisory permits.

5.2.1.4. The contracts concluded in the framework of trading activity shall contain at least the following:

- direction of the transaction (purchase or sale),
- precise name and ISIN code (if available) of the financial instruments that constitute the subject of the contract,
- precise quantity of the financial instruments that constitute the subject of the contract,
- purchase and/or sale price,
- date and method of execution,
- in the case of securities that embody a loan relationship, and that are denominated in HUF and are issued in Hungary, the APR (in Hungarian: "EHM"), with an indication of the "EHM" or the "yield".

5.2.1.5. The contract concluded in the framework of own account transactions will go into effect on the date that it is signed by both parties to the agreement, and will lose effect on the date on which the assets and liabilities under the contract are fully settled.

5.2.1.6. In other respects, the provisions of the commission-agent's operating regulations regarding the Client's obligations, to settlement and to gross breaches of contract shall apply to own-account transactions.

5.2.2. Regulations regarding trading activity conducted with Clients

5.2.2.1. Financial instruments and currency and foreign exchange may be the subject of the contracts as defined by Bszt:

5.2.2.2. Contract types:

- immediate purchase and sale,
- forward purchase and sale,
- option transaction.

5.2.2.3. The Bank is entitled to publish a purchase and sale rate with respect to publicly issued financial instruments that are not listed on the stock exchange and to government securities. The public announcement indicates the lowest and highest quantity of the offer and its term of validity. If the Bank does not indicate a date, the offer is valid until revoked or amended. The following qualify as a public announcement; announcements displayed at the Bank's headquarters and at its branches; on ÁKK's website, on Reuters or Bloomberg, as offers published via electronic communications channels, and all offers published in the print or electronic media. It shall not qualify as a public communication

or a public offer if the Bank directly offers financial instruments for purchase to a one particular Client.

- 5.2.2.4. The Bank undertakes an obligation to sell or purchase only those securities or other financial instruments that are listed at the effective daily market rate and are listed at either sale or purchase price.
- 5.2.2.5. When the transaction is of greater value, in excess of HUF 25 million, the Bank may agree with the Client to apply a price that differs from the daily list of prices.
- 5.2.2.6. If the Bank does not publish an offer price, it may only publish the price, value and date of the transactions that have been already concluded by the Bank.
- 5.2.2.7. With respect to the Bank's transactions against its own accounts to be conducted with Clients, the relevant section of the commission-agent's operating regulations shall apply to the conclusion and confirmation of transactions.
- 5.2.2.8. The Bank's Client is obliged to provide the coverage in keeping with the stipulations on the commission-agent's operations; however the Bank does not charge a commission or fee for transactions involving its own accounts.
- 5.2.2.9. In the framework of the purchase/sale contract, the party acting as the seller of securities guarantees that the securities being sold are free from litigation, encumbrances, claims and deficiencies of any kind.

5.3. Securities-account and client account management

5.3.1. General provisions for the conclusion of account contracts

- 5.3.1.1. If it proves necessary in relation to the management of the securities, following the signing of the relevant contract, the Bank shall open for the Client – in accordance with the provisions of the Business Terms and subject to payment by the Client of the fees and charges published in the List of Conditions or determined pursuant to an individual agreement – a consolidated securities account (hereinafter: Consolidated Securities Account), as well as a client account linked to it and/or a bank account

(with the contract related to the Consolidated Securities Account and to the client account hereinafter: Account Contract). A further precondition for the opening of a Consolidated Securities Account is that the documents specified in the statutory be presented.

- 5.3.1.2. Unless agreed otherwise by the parties, an Account Contract may be concluded with the Bank in its official premises, on banking days, by completing the account contract form issued by the Bank, and through its signing by both parties.
- 5.3.1.3. An account number serves to identify the Consolidated Securities Account and/or bank account or client account (hereinafter together: Account). The Account and the account number are mutually assigned to one another; each particular Account may have just one number, and an account number may belong to just one Account. The account number shall be assigned to the Account at the time the given contract is concluded.
- 5.3.1.4. If the Client fails to disclose his account number in the course of any legal transaction with the Bank, on any of his contracts, orders or other communication or liaison, it is the Client who shall be responsible for any damage that might occur as a result.
- 5.3.1.5. With the exception of institutional investors and acceptable partners, the Bank may enter into a business relationship with its Clients only after an Account Contract has been concluded. In the case of institutional investors and acceptable partners, the Bank may conclude legal transactions as soon as the individual contract has been registered.
- 5.3.1.6. If a Client who is in possession of a valid Account Contract has lost or had stolen his documents (e.g. personal ID card) suitable for identification, the Client may request a "blocking" of the Account. In the case of a blocked-status Account, during the time of the blocking, the Bank may not accept or fulfil any orders from anyone in respect of the Account. The blocked status shall last until the Client gives a written instruction for it to be lifted.
- 5.3.1.7. A primary condition for the conclusion of an Account Contract is that the identification data specified in point 4.1.3.4. be provided, which the Bank shall then record.

- 5.3.1.8. A further condition for the conclusion of an Account Contract is that the tax number or tax reference code be given.
- 5.3.1.9. If a treaty preventing dual taxation exists between the country of a foreign person and Hungary, the foreign person may, at the time of concluding the contract, request with respect to the tax settlement of Hungarian investments that this be enforced. A precondition for this is that the Client provide the Bank with an original copy of his/her proof of foreign residence for the given tax year, together with an authenticated Hungarian translation of it, and Client must repeat this each and every tax year.
- 5.3.1.10. When the Account Contract is concluded it is recorded under the name of the Client. Pursuant to Hungarian law, no number, numerical cluster, catchword or other reference suitable for hiding the identity of the Client may be used in the contracts. This does not, however, preclude the Bank from managing the Accounts by utilising account numbers chosen by the Bank and that are suitable for identifying the accountholders.
- 5.3.1.11. The person entitled to dispose over the Account shall be the Client or the person authorised in this respect by the Client. The Bank shall not be obliged to accept the authorisation as valid if it has not been presented to it on the form issued by the Bank for this purpose – which means filling out and signing a specimen signature card.
- 5.3.1.12. Entitlement to disposition over a Consolidated securities account automatically extends to entitlement to disposition over the client account. If the movement of money under the Consolidated securities account is transacted in the Client's bank account, the Client must also be designated as the entity entitled to disposition over the bank account.
- 5.3.1.13. In keeping with his/her entitlement to disposition over the Consolidated securities account and the connected Client account or bank account – for the period of entitlement – the entity with the entitlement may instruct the Bank to perform all actions related to the securities accounted in the Consolidated securities account (including in particular securities transfers, commissions, orders to buy or sell) and may order any transaction against the Client account or the bank account (such as giving a commission to purchase or sell) as well as order any other financial transaction (such as transfers, cash withdrawals) in conformity with the account contract that is permitted by valid law.
- 5.3.2. Notification of Clients**
- 5.3.2.1. The Bank shall send a notice on debits and credits on the Consolidated Securities Account for each account movement in an account statement and – unless otherwise agreed – following performance of any brokerage transaction or transaction against its own accounts.. The notice shall contain the name of the security, its ISIN code (if any); in the case of securities embodying a loan relationship, the total nominal value; in the case of other securities, the number of securities per denomination, the settlement funds, as well as the value date of the deal/settlement.
- 5.3.2.2. The Bank shall send an account statement on the Consolidated Securities Account to the Client at least once a year, unless otherwise agreed.
- 5.3.2.3. At the request of the Client, the Bank shall agree, in return for the separate fee specified in its latest List of Conditions, or in a separate agreement concluded with the Client, to send the notice in more than one copy, and to provide the Client with more substantial information than is required of it under the law.
- 5.3.2.4. If a transaction account statement sent to the Client is returned on two successive occasions to the Bank, with the comment “unknown addressee”, the Bank shall not send any further transaction account statements to the address concerned, but shall make them available to Client at any branch office of the Bank.
- 5.3.2.5. If the Client makes no comment and raises no objection regarding the contents of the transaction account statement within 8 banking days of receipt, the transaction account statement shall be deemed to have been accepted by the Client.
- 5.3.3. Client account management**
- 5.3.3.1. The Bank shall manage a bank account and/or a client account for the Client in relation to the management of the Consolidated Securities Account.

- 5.3.3.2. The Client is free to give instructions with respect to the use of sums originating from the gains on client account investment services or securities, or from their alienation (sale). Consolidated Securities Account if the keeper of the share book and/or the owner of the securities has requested it.
- 5.3.3.3. Unless provided for otherwise in an act or government decree, in relation to the client account, only simple transfer or cash payment may be used among the various payment methods.
- 5.3.3.4. The Bank shall deposit the client account portfolios owned by Clients in a separate custody account, separate from its own funds, and thus the Bank shall not pay interest on the balance thereof.
- 5.3.4. **Consolidated Securities Account**
- 5.3.4.1. The Consolidated Securities Account serves the recording of securities claims and debts arising in the framework of investment services and ancillary services between the Client and the Bank, and the securities turnover related to this, and/or the securities placed in deposit in favour of the holder of the account, at the Bank as custodian. Within the Consolidated Securities Account, the Bank, pursuant to the provisions of the Tpt. and of these Business Terms, keeps a record of the dematerialised securities owned by the Client, and does so in such a manner that the dematerialised nature of the securities may be adequately established from the records. The Bank undertakes to keep record on the Consolidated Securities Account only of those securities, which can be managed within the Bank's internal systems. In case specific securities cannot be managed within the Bank's systems, the Bank undertakes to keep record of such securities on the Consolidated Securities Account only based on a specific agreement with the Client. In the absence of such specific agreement, the Bank is entitled to reject the credit and record keeping of such securities on the Consolidated Securities Account.
- 5.3.4.2. The Bank is entitled, without requiring the separate, case-by-case consent of the Client, to keep the free balances existing on the Consolidated Securities Account at any Sub-custodian, on any of its accounts or vaults managed there, and to rearrange these securities among the various account and vaults as it sees fit.
- 5.3.4.3. The Bank shall only notify the keeper of the share book with regard to credits and debits on the
- 5.3.4.4. The securities owner may give an instruction to the effect that his data not be entered into the share book, although in this case he may not exercise his shareholder rights.
- 5.3.4.5. The Bank keeps records on the Consolidated Securities Account or the sub-accounts thereof on futures products too. The futures sub-account serves to record the securities claims and debts related to the Client's transactions performed on the regulated stock-exchange futures market, and the securities turnover associated with this.
- 5.3.4.6. The account statement certifies the ownership of the securities to third persons as of the time it is issued.
- 5.3.4.7. The Bank transfers all such securities as are burdened by a right due to a third party pursuant to a statute of law, a court or authority ruling, or a contract, or with respect to which the Client has so ordered, to a blocked securities sub-account (hereinafter: "Sub-account"). At the time the account is blocked, the Bank will note the legal reason for blocking the account as well as the person in whose favour this has been registered.
- 5.3.4.8. The certificate issued on the Sub-account shall be sent by the Bank to the Client and to the person in whose favour the entitlement has been registered, as well as to the relevant court, foreclosure agent or other authority. The same procedure shall also be followed in the event that the registered entitlement is deleted (repealed).
- 5.3.4.9. Neither the Client nor his representative shall be entitled to dispose over the blocked securities, unless the instruction is directed at lifting the blocking and the Client or his representative has a right to this pursuant to a statute of law or a contract.
- 5.3.4.10. The securities may only be released from the Sub-account, and/or re-burdened, if the circumstance that gave rise to the blocking no longer applies, and if the person entitled with respect to the blocking has declared as such. In such case, the Bank shall immediately transfer the securities back to the securities account. Without any

obligation of notification on the Bank's part, the blocking automatically terminates upon the expiration of the securities.

- 5.3.4.11. Should the Client be entitled to alienate the securities during the period in which they are blocked, the Bank shall see to it that, while indicating the circumstance behind the blocking, the securities are credited to the blocked securities sub-account linked to the securities account managed on behalf of the new accountholder.
- 5.3.4.12. If the person in whose favour the blocking has been made certifies that he has acquired the ownership right to the securities, the Bank shall immediately see to it that the securities are transferred to the securities account indicated by the new owner of the securities.
- 5.3.4.13. In the order requesting the blocking, the Client is entitled to indicate a beneficiary. The beneficiary may be someone who is exclusively entitled, or someone who is jointly entitled. As someone who is exclusively entitled, the beneficiary may dispose over the securities alone, without limitation. In the case of a joint beneficiary, the holder of the Consolidated securities account and the beneficiary may only dispose over the securities together, by way of mutual declarations.
- 5.3.4.14. For blockings effected pursuant to the law, during the course of performance of the individual contracts, and in accordance with the provisions of such contracts or of the Business Terms (e.g. setting aside of coverage for a transaction, blocking of initial margin for a forward/futures deal, blocking of security deposit, etc.) there is no need to obtain the consent of the Client, or for separate, written or verbal, instructions. With respect to blockings made pursuant to the Business Terms or during the course of implementation of contracts, the Bank shall be considered exclusive beneficiary of such blocking, unless expressly provided for otherwise in the contract.
- 5.3.4.15. Based on a statutory provision, and on a contract or the express instruction of the Client, blocking may, in addition to the Bank's system, also be implemented in KELLER's system. With respect to such blockings – besides the provisions of these Business Terms – KELLER's prevailing Vault and Securities Account Management Regulations shall be applied (and in the event of a contradiction between these Business Terms and the KELLER regulations referred to, the provisions of the latter shall be regarded as applicable). Client is obliged to reimburse Bank for any possible costs stemming from commissioning this move. In the case of such blockings – based on the express request of the Client – the Bank shall also provide the Client with an original copy of the certificate of deposit issued by KELLER. With respect to an order requesting a blocking that is to be implemented pursuant to the written instruction of the Client, the regulations that apply to disposal over the Consolidated Securities Account shall be applicable.
- 5.3.4.16. The blocking may be for a definite or indefinite period of time. The blocking may be lifted by way of a written declaration given to the Bank, or the release may be made contingent upon the occurrence of a pre-defined event. In the latter case, the order on the blocking must contain a precise specification of the event, and an explanation as to how the Bank will be notified of, or otherwise learn of, its occurrence.
- 5.3.4.17. Disposal over the securities released from blocking shall be possible for the first time on the day of release of the blocking.
- 5.3.4.18. In the event that the securities need to be placed into a security deposit in order for the deal to be concluded, the Bank shall place them into a security deposit.
- 5.3.4.19. Pursuant to the Account Contract, the Bank shall provide safekeeping for a safety deposit or in the case of a sub-deposit, shall ensure the safekeeping of the financial instruments entrusted to it on behalf of the Client, whether given to it by the Client or by a third party.
- 5.3.4.20. Unless the Client instructs otherwise, the Bank shall place securities suitable in this regard into a sub-account at KELLER or at another domestic or foreign bank licensed to provide custodial services or at a central vault (Sub-custodian), from which sub-account the securities may only be physically transported in accordance with the regulations of KELLER or other Sub-custodian. (The relevant KELLER regulations may be freely accessed during business hours at the Bank's head office and at its securities distribution outlets and may also be

accessed at the www.keler.hu website). The Bank reserves the right to hold either some or all of the securities for the Client in its own vault.

5.3.4.21. The Client understands that on the securities account and the securities sub-accounts kept at KELER and at the other Sub-custodians used by the Bank, securities are stored on a collective principle. This means that the Client shall have the right to claim back only securities that correspond with type, series, and nominal value of those originally placed. His claim shall not extend to the denomination or actual serial number at the time the securities were placed in deposit. The registration of the securities takes place based on base-denomination and number of securities. The Bank shall be entitled to dispose over the sub-account based on a correctly presented order from the Client.

5.3.5. Debiting of account-management fees

5.3.5.1. The Bank shall collect the fees and commissions – as published in the List of Conditions or based on individual conditions extended to the Client – due to it in relation to investment-service activities by way of debiting the Client's client account or bank account.

5.3.5.2. The Bank shall have collateral rights with respect to the Client's securities on the Consolidated Securities Account, up to the extent of the fees and commissions determined in the List of Conditions, and up to the extent of its other claims from the Client.

5.3.5.3. The Bank may exercise its collateral rights if it is unable to satisfy its claim from the Client's client account or bank account. In this case, the Bank shall send the Client a notice in which it shall call upon the Client to pay its obligation and shall simultaneously seal the securities in the account up to the value of the claim. If the Client does not fulfil his obligations within the specified deadline, the Bank shall exercise its collateral rights and effect a forced sale. All securities or other financial instruments may be included in the forced sale with respect to which the Bank has disposal. Of such instruments owned by the Client, the Bank may forcibly sell only that amount which will allow it to satisfy its claim. During the course of the forced sale, the Bank may choose the financial instruments that are to be sold from the

instruments available on the basis of their relative liquidity. Once the performance deadline specified by the Bank in its letter demanding payment expires, it shall be entitled to sell these instruments at market prices. Following the forced sale, the Bank is mandated to balance accounts with Client without delay and to transfer the revenue from the forced sale of the securities to Client's account once the amount owed to Bank, Bank's commissions and Bank's costs when effecting the sale, have been deducted.

5.3.5.4. In the event that the proceeds from the forced sale do not cover the Client's debts, or there are no securities on the Client's account that may be forcibly sold, the Client shall be issued a payment demand. If the client account still shows a debit balance after 30 days, the Bank may terminate the Account Contract unilaterally, with immediate effect.

5.3.6. Termination of the Account Contract

5.3.6.1. The Account Contract shall terminate based on a written notice of termination from the Client, once the Account balances are restored following receipt of the notice. Termination of the securities account on the part of the Client shall, unless the account is emptied, only be valid if the Client simultaneously indicates another account manager to the Bank.

5.3.6.2. The Bank shall be entitled to terminate the securities account contract, in writing, with a notice of 30 days, in the event that it ceases its activities or if the Client does not fulfil his payment obligations related to account management despite repeated requests to do so. At the same time as it gives notice of termination, the Bank shall call upon the Client to indicate the new account manager and to do so within the notice period.

5.3.6.3. The Bank shall, with the exception of the securities account contract, be entitled to terminate the Account Contract in writing, with immediate effect, in the following cases:

- a) the Client has an outstanding debt to the Bank for a period of more than 90 days, or
- b) the balance on the Client's Account shows no movement for a continuous period of twelve months and has a zero balance, or
- c) the Client is prejudicing the reputation and/or security of the Bank, or the co-operation with him may not be carried on smoothly, including any case

in which the Client fails to fulfil his obligation to provide data necessary for performing a Client rating.

5.3.6.4. The Account Contract shall terminate in the event that the Bank is dissolved without a legal successor, as well as in other cases defined in the individual contracts.

5.3.6.5. In the event of termination of the Account Contract, the Client shall be obliged to settle all the Bank's claims towards him that arise up until the day of termination, and to do so by the day of termination.

5.3.6.6. The emptying of the Account shall not result in the termination of the Account Contract.

5.4. Undertaking of subscription guarantees (underwriting) and connected services

5.4.1. In the case of the undertaking of a subscription guarantee, the Bank shall subscribe (underwrite) securities issued with its co-operation, in a quantity and at a price previously determined, in the interest of avoiding a failure of subscription or sale in respect of the given securities offering.

5.4.2. It is the issuer's task to provide the Bank with the information on the securities offering that is necessary for arranging the subscription. It shall be regarded as a serious breach of contract on the part of the issuer if the issuer does not pay the fees and costs to which the Bank is due.

5.4.3. In the case of underwriting, the combined amount (value) of the subscription guarantees, including the subscription guarantees assumed by other investment service providers participating in the offering, must reach the minimum issue amount announced in the offer prospectus.

5.4.4. The Bank shall offer individual services related to the subscription guarantee in conformity with a written agreement.

5.5. The Placement of financial instruments without the obligation to purchase the financial instruments

5.5.1. Within the framework of a contract involving the issuing of financial instruments, and their introduction to the market the Bank undertakes either the partial or the full performance of the activities associated with the provisions contained in the second part of the Tpt. and to do so in

accordance with the rules set out in the Tpt. in respect of these activities. The provisions of this section shall also be applied to contracts concluded for the performance of the tasks of a principal place of disbursement (defined as such in the law) in relation to any given securities series.

5.6. Securities safekeeping and securities custody

5.6.1. Special rules on the custody and safekeeping of physically printed securities

5.6.1.1. The Bank shall accept securities either as an individual or as a collective deposit. In the case of an individual deposit, the securities making up the deposit are defined individually, according to serial number, and upon termination of the deposit the Bank shall hand back to the Client the exact same securities as it received from him. In the case of a collective deposit, the securities making up the deposit are defined according to series and quantity (number of shares per given basic denomination), and upon termination of the deposit, the Bank shall hand back to the Client securities of the same series and of the same quantity as it received.

5.6.1.2. Registered securities without a declaration on transfer, or with a declaration on transfer containing the name of the beneficiary, may constitute the subject of an individual deposit only. The Bank, in the absence of an express instruction to the contrary from the Client, shall be entitled to take into a collective deposit bearer securities, as well as registered securities furnished with a declaration on transfer that does not contain the name of any beneficiary (i.e. a blank endorsement).

5.6.1.3. The Bank shall handle the securities placed into an individual deposit separately. The Bank shall record and handle the securities placed into a collective deposit according to series, separated from its own assets. The Bank is entitled to deposit securities purchased for collective deposit for safekeeping with KELER, as a manager of subordinate deposits.

5.6.1.4. The Bank undertakes the safekeeping of bearer securities without examining the related ownership rights. In the case of registered securities, if the depositor is not the owner of the securities, the Bank shall request a certification of his right to be in possession of the securities. Failure to provide

- this certification shall be regarded a gross breach of contract on the part of the Client.
- 5.6.1.5. The Bank shall only accept valid, genuine, complete and integral (undamaged) securities. The Bank shall check the validity of the security based on prohibition lists available to it.
- 5.6.1.6. The Bank shall, as a principal rule, accept registered securities only if furnished with a blank endorsement. Securities provided with an endorsement on a separate sheet shall only be accepted if this sheet is stapled to the security.
- 5.6.1.7. If the security also contains coupons (e.g. dividend coupons, interest coupons, etc.), then the handover/acceptance of the security shall only take place if the complete set of the as-yet undue coupons are available and all of them are attached to the security.
- 5.6.1.8. The Bank shall, as a principal rule, only accept those securities that it can forward to its Sub-custodians, primarily KELER, without any limitations. The Bank may refuse to accept any securities that do not meet this condition. In the course of handover, the provisions of the Bank's regulations on the prevention of money laundering shall always be applied. The manner in which the value of the handed over securities is determined is described in the List of Conditions.
- 5.6.1.9. Upon handover of the securities, the Bank shall be entitled to charge the Client for its costs. The Client shall be entitled to pay the costs in cash at the Bank's cash desk at the time of handover, or the Bank may debit the amount from the Client's bank account or client account.
- 5.6.1.10. Any natural or legal person, and any organisation without legal personality, whether the holder of the account or not, shall be entitled to hand over the physical securities to the Bank and to place them on the Consolidated securities account, provided that the holder of the securities account has sent a prior instruction to the Bank to accept the securities.
- 5.6.1.11. In the absence of an express provision to the contrary in a legal statute or a contract between the Bank and the Client, the Client shall warrant that the securities handed over are free of litigation, encumbrances and claims, and that they are physically complete.
- 5.6.1.12. With respect to the handover of securities at one of the Bank's Sub-custodians for the purpose of having them credited to the Bank's securities account, the regulations of the given Sub-custodian shall apply.
- 5.6.1.13. The Bank may refuse, either with respect to one occasion or on a permanent basis, to accept securities that are denominated in a currency other than forint.
- 5.6.1.14. The Bank shall be held harmless with respect to any damage that occurs to the Client's interests which arose in relation to the fact that a handover of securities, intended for direct implementation at one of the Bank's Sub-custodians, was rejected by the Bank's Sub-custodian in accordance with its own rules.
- 5.6.1.15. All deposited securities shall constitute the property of the depositor, and thus may be withdrawn from the deposit as desired. However, securities with respect to which the Client has a valid and ongoing order (e.g. a sale or transfer order), securities with respect to which, following execution of the order, settlement has not yet occurred, as well as securities serving as collateral may not be withdrawn from the deposit.
- 5.6.1.16. Only the Account holder, its proxy or the authorised person with disposal rights over the Account, duly registered in the manner required at the Bank, shall be entitled to accept physical securities released from the Consolidated Securities Account.
- 5.6.1.17. The date of debiting of the Consolidated Securities Account shall always be the day on which the securities are handed over for the Client. The Bank shall debit the Consolidated Securities Account indicated in the order with the securities handed over.
- 5.6.1.18. In the case of a collective deposit, the Bank shall, as a principal rule, release the physical securities for the Client with a blank endorsement. The denominations of the released package of securities shall always be determined by the Bank, which, when doing so, shall consider the Client's request, but shall not be obliged to comply with such request.
- 5.6.1.19. The handover may only be performed if adequate coverage is available on the account to be debited at the time of release. In the event of dispute, the Bank's records shall be accepted as correct

and accurate, until such time as evidence to the contrary is presented. The burden of proof in such cases shall be with the Client.

5.6.1.20. The Bank shall be entitled to refuse to physically release the securities, either in part or in full, if its Sub-custodians do not have the given securities in the appropriate denominations and/or quantities. The Bank shall not be held liable for any damage to the Client or to Client's sphere of interests attributable to the non-fulfilment, of the order for physical release of the securities for this reason, assuming that the Subordinate holder of the deposit is not considered responsible under applicable law.

5.6.1.21. The fact that securities have been handed over shall always be recorded in a certificate of handover and receipt, and this certificate shall contain the name of the securities, their ISIN code (if any), their denominations, the number of securities and their serial numbers, and their total nominal value, as well as:

- a) in the case of acceptance by the Bank, the name of the beneficiary, the number of the securities account to be credited, and the name and address of the person handing over the securities, if different from the beneficiary;
- b) in the case of release by the Bank, the number of the attached interest or dividend coupons and the name of the person taking over the securities

The certificate of handover and receipt shall be prepared in at least two copies, one of which shall be for the Client, the other for the Bank.

5.6.1.22. The Bank shall take up a protocol on the personal data of the person handing over securities suspected of being forged, and on the circumstances of the handover and within its own sphere of authority, it shall initiate proceedings with the responsible authorities.

5.6.1.23. The person handing over the securities, or the person on whose behalf he is acting, shall not be entitled to receive payment for any securities that prove to be fake or to have been forged, and shall not be entitled to file any damage compensation claim against the Bank in relation thereto.

5.6.1.24. With respect to an attempt to hand over securities suspected of being fake at any of the Bank's Sub-custodians, the regulations of the given institution shall be applicable.

5.6.1.25. The Bank shall be held harmless in cases where the requirement that securities handed over be free of litigation, encumbrance and claims, and that they be physically complete, is not fully met, and/or where these securities are under the effect of a blocking or destruction order, but where the Bank did not know of these facts and, based on the assumption that it proceeded with a reasonable level of care, could not have known of them. If there is any doubt in relation to the knowledge of the Bank in such cases, the burden of proof shall be with the Client. Should the Client, notwithstanding the examinations described in this section, acquire non-genuine securities, the Bank shall be held harmless for any damage suffered by the Client as a result.

5.6.1.26. The Bank shall undertake the safekeeping of securities pursuant to the Account Contract, and in return for the fees specified in the List of Conditions. Unless provided for otherwise in another individual contract between the Bank and the Client, in the case of safekeeping, the Bank shall not carry out any deposit-management (custody) services related to the assertion of rights and the fulfilment of obligations based on the securities. Accordingly, the Bank shall not redeem coupons, it shall not represent the Client in respect of his legal membership, ownership or creditor position, and shall not be obliged to provide any information or take any measures in relation to the loss of value embodied in the given securities or with respect to their legal situation.

5.6.1.27. In the event that securities held at the Bank for safekeeping are destroyed or damaged, it shall pay the costs of the physical re-printing of the securities.

5.6.2. Custody

5.6.2.1. After concluding a custody contract, the Bank shall, if necessary or upon the request of Client – in the latter case it shall charge the fee set forth in the List of Conditions –, open a securities sub-account for the Client under the Bank's securities account kept with KELER or with another of the Bank's Sub-custodians.

5.6.2.2. 5.6.2.2. The Client may give his orders to the Bank in writing (in a letter, by fax, or via an electronic channel – Spectra or SWIFT) in keeping with the General Business Conditions and the relevant provisions of these Business Terms.

- 5.6.2.3. The Bank shall accept incoming transfers via KELER or its other Sub-custodian contacts, or via its securities nostro contacts. The Bank may execute the transfers through its Sub-custodians as well as through its foreign securities nostro contacts.
- 5.6.2.4. Unidentifiable and/or erroneous transfers shall be returned by the Bank, within five banking days, to the Consolidated securities account from which the transfer arrived.
- 5.6.2.5. The Bank credits the incoming transfers to the consolidated securities account at the value date with which the institution receiving the transfer credited the Bank's Consolidated bank account kept with the institution, except in the case when the Consolidated securities account has not yet been opened as of the crediting date. In this latter case, the credit date shall be the date on which the securities account is opened.
- 5.6.2.6. As a general rule, the partial fulfilment of transactions due to lack of adequate coverage is not possible. The Bank shall not be liable for any damage incurred by the Client or its interests that originates from orders that cannot be fulfilled due to lack of adequate coverage.
- 5.6.2.7. The Bank shall, based on the account statements issued by KELER (i.e. the electronic confirmations that arrive through KELER's KIS system) for each account movement (debit, expiry, credit) and on notices received from its other Sub-custodians, shall inform the Client in the manner of managing the deposit as defined in the contract (in a letter, fax, SWIFT message or by electronic means) on each movement that occurs on the Consolidated securities sub-account.
- 5.6.2.8. The debiting or crediting of the Consolidated securities account may, depending on the Client's instruction, occur without payment or against payment.
- 5.6.2.9. The Bank shall take measures to collect the dividend, interest and other yields on the deposited securities owned by the Client and shall arrange for these sums to be credited to the Client's account.
- 5.6.2.10. In order to ensure that the Client may participate in the shareholders' meetings of the respective joint-stock company, or based on a special instruction given by the Client for some other reason, the Bank shall see to it that the Client (shareholder) is registered in the share book of the given company, and that the shares are blocked. Upon the Client's request, the Bank shall issue a certificate of ownership regarding dematerialised securities and a certificate of deposit with respect to printed shares. The Bank shall advise the company without delay of the certificate of ownership and/or deposit issued to facilitate the exercise of rights at the shareholders' meeting. The Client and his authorised representative (proxy) may not exercise their right of disposal over the securities until such time as the certificate of ownership and/or deposit is withdrawn, in lieu of any provisions made by the issuer.
- 5.6.2.11. The Bank may manage and use the Client's securities portfolio exclusively pursuant to the terms of the custody contract concluded with the Client.
- 5.7. Investment lending**
- 5.7.1. In the course of its investment lending activity, the Bank, in order to ensure the soundness and transparency of its loan placements, and in the interests of identifying, managing, monitoring and reducing the related risks, shall proceed in accordance with the provisions of its General Business Conditions for Private Customers and for Corporate Customers. Pursuant to the General Business Conditions for Private Customers and for Corporate Customers, the Bank shall grant a loan only in the event of a positive credit appraisal. The Bank shall only grant an investment loan to persons whose risk-bearing capacity it deems adequate, and who possess a free limit for this purpose at the Bank. The amount of the loan may not be higher than the approved limit.
- 5.7.2. The risk associated with an investment loan is that in the event of unfavourable capital-market price movements, besides the financial instrument serving as collateral for the loan, the Client will have to provide additional collateral for the Bank.
- 5.7.3. The securities purchased with the loan shall serve as a collateral deposit for the provider of the investment loan, without any additional contract needing to be concluded to this effect.
- 5.7.4. An investment loan may not be extended
- a) for the purchase of shares issued by the Bank,

- b) for the purchase of shares issued by a joint-stock company wholly owned by the Bank, or
 - c) to companies in which the Bank has a stake of ten percent or more.
- 5.7.5. The Bank is obliged, throughout the term of the loan, to require that the collateral deposit be continuously augmented in line with any fall in the market price of the financial instrument involved in the transaction. If the Client does not fulfil his obligation to augment the collateral deposit – in the event that it falls below the level stipulated in the contract – within at most seven banking days, the Bank shall be entitled to terminate the contract with immediate effect.
- 5.8. Deferred financial performance**
- 5.8.1. Pursuant to its own internal regulations, the Bank may grant the possibility of deferred financial performance to Clients who have an appropriate rating (risk-bearing capacity) and a free limit at the Bank.
- 5.8.2. Deferred financial performance may only be granted for such transactions of the Client where the Bank is acting under a permit to conduct activity specified in Bszt. § 5., Section (1), Subsection b), and if, at the time of the offering of securities, the Bank is acting as the authorised representative of the subscriber of the securities, or if the Bank is participating in the arrangement of a securities issue. In the case of deferred financial performance granted for subscription, the Bank shall perform the Client's payment obligation at the time it falls due, to the separated custody account.
- 5.8.3. The period of deferred financial performance may be at most fifteen days from the due date of the Client's payment obligations.
- 5.8.4. During the period of deferred financial performance, the full quantity of the purchased securities shall serve as collateral for the Bank. In the case of deferred financial performance granted for the purchase of other financial instruments, the Bank shall be entitled to stipulate further sureties.
- 5.8.5. The non-fulfilment by the Client of his obligations related to deferred payment shall be deemed a gross breach of contract.
- 5.9. Counselling and services related to the structure of capital, business strategies and related issues, as well as to mergers and acquisitions**
- 5.9.1. The Bank, based on an individual contract concluded with the Client, shall be entitled to provide advice and services to the Client in the following areas:
- a) advice and services in relation to corporate mergers, break-ups, and changes in ownership structure, both in respect of the Client's company and in respect of other companies designated by the Client,
 - b) advice in relation to, and assistance in the arrangement of, acquisitions of joint-stock companies,
 - c) counselling on capital structures, business strategies, and related issues.
- 5.9.2. In respect of the services defined in point 5.9.1., the Client shall be obliged to prepare and/or provide information, data, statements and other compilations requested by the Bank, and/or to ensure that the Bank can obtain this information from the company that is the subject of the transaction.
- 5.9.3. The Client shall be responsible for ensuring payment of the agreed fee – which can be a one-off fee, a periodically payable fee, or an index-linked or success fee – to the Bank. Failure with respect to this obligation shall be deemed a gross breach of contract on the part of the Client.
- 5.9.4. Based on a contract concluded with a public bidder, the Bank undertakes the arrangement of public bids, pursuant to the conditions stipulated in the given contract.
- 5.9.5. The bidder and the Bank, as the distributor, shall accept responsibility in writing for the veracity of the contents of the report on the bidder's business operations. The declaration of the parties accepting responsibility shall contain a statement to the effect that the report on the business operations contains data and assertions that are true, and has not omitted any fact or information that is material in terms of judging the bidder and the purchase offer. Liability for the indemnification of any damages caused as a consequence of misleading contents or the omission of information shall be borne jointly and severally by the bidder and the Bank, as distributor.
- 5.9.6. The bidder shall compensate the Bank for all such damages, losses or costs that the Bank suffers as a consequence of the fact that the bidder did not supply appropriate data and information for the report on its business operations, and/or omitted information that was material in terms of the purchase offer.

5.9.7. The Bank shall be held harmless vis-à-vis the Clients accepting the offer in respect of late, or inadequate, financial performance on the part of the bidder.

5.9.8. The Bank, as the distributor and arranger of the acquisition of participation via a public purchase offer, shall:

- a) submit the purchase offer to the Supervisory Authority together with the bidder,
- b) indicate in the purchase offer the places and mode of acceptance of the offer (proxy, collaborator),
- c) formulate the conditions related to the arrangement of the purchase offer (cash, and securities settlement with the Clients and the bidder),
- d) only accept offers for the purchase of shares from those Clients – with the exception of institutional investors – who have a client- or bank account and a Consolidated Securities Account at the Bank, and where the given shares are on the Client's Consolidated Securities Account and/or securities custody account kept at the Bank,
- e) only accept an offer of those shares that meet the conditions set out in the purchase offer; thus, for example, it shall accept physical (printed) shares only in the case of a blank endorsement, and
- f) a condition for the acceptance to participate in the acquisition is that the Client sign the acceptance declaration.

5.10. Investment research and financial analysis

5.10.1. By providing investment research, made by its financial analyst, the Bank prepares a – not personalised – analysis, proposal or provides any other information relating to financial instruments and their issuers, that is published or made available to the public in some other way, and hence it is suitable to have an effect on the investor's decision to invest and risk his own money and/or other assets, or that of others, for the purpose of making a profit subject to developments in the financial market.

5.10.2. The financial analysis shall specify the financial requirements necessary to make investments on the capital market, moreover capital-, money market-, and financial risks and their management.

5.10.3. The Bank prepares and makes available to its Clients investment research and financial analysis solely on own initiative.

5.10.4. The Bank shall not be responsible for the consequences of the decisions made by the Client

on basis of the investment research and financial analysis provided by the Bank (including especially the efficiency of the transaction, if the expected market conditions and developments do not occur or unprognosticated circumstances come about), and/or for eventual damages, profit lost that may occur as a result.

5.11. Securities lending

5.11.1. The Bank may lend securities owned by it and the Client may participate as a commission-agent in the lending of the securities placed in custody at the Bank, or kept for the Client on the securities account, or Bank may conclude a securities-lending agreement with Client for its securities in its own accounts.

5.11.2. Securities may constitute the subject of a lending deal only if the right of disposal over the securities is not limited. Non-negotiable securities, securities negotiable to only a limited extent, or securities burdened with a pre-emption, purchase, surety and/or lien right may not be the subject of a securities lending deal. Printed, registered securities may only be the subject of a lending deal if supplied with a blank endorsement.

5.11.3. The Bank may only lend securities from its own account to Clients that have an appropriate rating (risk-bearing capacity) and a free limit at the Bank.

5.11.4. The ownership right of the lent securities shall be transferred to the borrower.

5.11.5. A securities lending contract may be concluded only for a definite period of time.

5.11.6. If the borrower of the securities is unable to return the securities upon maturity determined in the lending contract, in the case of indemnity, the minimum amount of financial compensation payable to the lender shall be based on the market price of the securities as of the day on which they were lent or on the day due, whichever is the higher.

5.11.7. In order for the securities placed in deposit by the Client or registered for the Client on a securities account to be lent by the Bank, it is necessary that a securities lending framework contract or a securities lending contract be concluded with the owner of the securities. The securities lending framework contract or securities lending contract may not be a part of

another contract made between the owner of the securities and the Bank.

- 5.11.8. The securities lending framework contract or the securities lending contract must contain the following:
- a) the name, ISIN code and series of the securities that may be lent or that have been lent,
 - b) the quantity of the securities that may be lent or that have been lent,
 - c) in the case of a framework contract, the period of time during which the securities may be lent,
 - d) any limitation with respect to the term (duration) of the securities lending, and/or the term (duration) of the securities lending,
 - e) the lending fee, and/or the fee due to the Bank,
 - f) reference to the fact that during the term (duration) of the lending, the rights embodied in the securities and all associated rights may not be exercised by the lender,
 - g) and in the case of a stock, the borrower and lender must decide among themselves on which of them will exercise voting rights.
- 5.11.9. In the case of a securities lending framework contract, the Bank shall notify the owner of the securities of the fact that the shares have been lent, while indicating the quantity of shares lent and the duration for which they have been lent. If the Bank breaches the limits stipulated by the owner (lender)

of the securities, it shall be fully liable for any damages caused by the breach.

- 5.11.10. The Bank co-operates as a commission-agent in the lending of the securities placed in deposit by the Client, and thus the legal relationship between the Bank and its Client shall be governed by the rules of the Ptk. on commission contracts. With respect to securities lending, matters not regulated in this section shall be subject to the rules of the Ptk. on money lending.

6. Effect of these Business Terms

In case of any discrepancies between the Hungarian text of the General Business Conditions on Investment Services and Ancillary Services and the present English text, the Hungarian version shall prevail.

These Business Terms shall come into effect on the 3rd February 2014, and shall remain in effect for an indefinite period of time, except for provisions set forth in Section 5.1.3.14. The provisions of these Business Terms shall also apply to matters in progress.

Budapest, 3 December 2013

UniCredit Bank Hungary Zrt.

Üdvözöljük bankunkban!



UniCredit Bank