



Citibank Europe plc Hungarian Branch Office

General Business Conditions of Corporate Services

Citibank Europe plc Hungarian Branch Office

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Definitions

In the present General Business Conditions, unless stipulated to the contrary, the following terms shall have the following meaning:

Account:

Any and all bank accounts of the Customer kept with the Bank.

Agreement:

An agreement entered into by and between the Bank and the Customer regarding available Services.

Banking Day:

Any day on which banks are open for business in Hungary, with the exception of Saturdays, Sundays and non-working days and public holidays announced in the laws of Hungary, as well as of the bank holidays of the Bank duly communicated by the Bank to the Customers; in the case of the involvement of a bank registered in a country other than Hungary, any day on which banks are open for business in the country where the registered office of such bank is located.

CIFE:

Act CXII of 1996 on Credit Institutions and Financial Enterprises.

Customer:

Irrespective of whether specified as Customer, Debtor, Account Holder or Principal in the Agreement, any legal entity, business association lacking a legal status of a legal person or other organization, private entrepreneur, one man company to whom the Bank provides Services under the Agreement or with which it begins to establish a

relationship aimed at the conclusion of an Agreement.

List of Conditions:

Information on the available Services and the consideration for the Services, which is posted on the Bank's premises open for business with its customers and contains, in particular, the applied rates, the bank charges and the changing terms and conditions applicable to individual Agreements and other fees.

Services:

Financial and supplementary financial activity (activities) performed by the Bank and authorized by law or the authorities.

I. General

1. Application of the General Business Conditions

1.1 The present General Business Conditions regulate the general terms and conditions of banking relations between the Citibank Europe plc Hungarian Branch Office (hereinafter: "Bank") and its Customers. The Bank is the branch office registered in Hungary of Citibank Europe plc established and registered in Ireland. Its operations and the performance of its services are governed by the legal rules and the regulations of the authorities, as in force, in Hungary and Ireland as well as the internal regulations of Citigroup.

1.2 The provisions of the General Business Conditions as well as, if the Bank has general terms of contract in respect of the given

Service (hereinafter: “General Terms of Contract”), General Lending Conditions and a List of Conditions, the General Terms of Contract, the General Lending Conditions and the List of Conditions shall be binding upon the Bank and the Customer without specific stipulations. The provisions of the General Business Conditions as well as the relevant General Terms of Contract, General Lending Conditions and List of Conditions constitute an integral part of all Agreements, and shall govern all aspects of the business relationship unless the individual Agreements contain a separate provision therefor. By signing the Agreement, the Customer confirms and declares that it has become familiar with the present General Business Conditions, acknowledges the declarations and commitments stated therein as binding upon itself and, at the same time, hereby waives the right to contest the General Business Conditions by claiming that its competent officer has not appended his or her initials thereto. Should there be any inconsistency between the General Business Conditions, the General Terms of Contract, the General Lending Conditions, the Terms and Conditions and the Agreement, primarily the provisions of the Agreement, then, in this order, those of the List of Conditions, the General Lending Conditions, the General Terms of Contract and the General Business Conditions shall govern. In individual Agreements and orders, the Parties may deviate from the

provisions of the General Business Conditions as well as the General Terms of Contract, the General Lending Conditions and the List of Conditions by mutual agreement and to the extent permitted by law.

1.3 If the Bank applies international agreements, usages and rules to the individual Services, the provisions of the General Business Conditions may only be applied if the international agreements, customs and rules do not provide otherwise.

2. Making Available and Amendments to the General Business Conditions and the List of Conditions

2.1 The Bank shall post the General Business Conditions, the General Lending Conditions, the General Terms of Contract and the List of Conditions on its premises available for business with its Customers during regular business hours, furthermore, the Bank shall provide a copy of the General Business Conditions upon the Customer’s request. The Bank shall also make available the General Business Conditions to the Customer continuously and in an easily accessible way electronically on the website www.citibank.hu.

2.2 Unilateral Amendment of loan agreements by the Bank that is Unfavourable for Customers considered micro enterprises

2.2.1 With regards to the present point, the term “micro enterprise” shall mean Customer that at the moment of concluding agreements with the Bank (in case of having more agreements simultaneously, at the moment of concluding the first one) (i) employs fewer than 10 persons and (ii) has an annual turnover and/or balance sheet total not exceeding EUR 2 million or the forint equivalent thereof published on the last day of the business year by National Bank of Hungary.

2.2.2 The Bank expressly reserves the right to unilaterally modify in a manner unfavourable for the Customer (i) interest rate, (ii) any fees or (iii) costs in the Agreement. The three referred contractual conditions can be modified in accordance with the provisions of the present Point.

2.2.3 The Bank can exercise the right of unilateral modification if a change in the cause-and-effect factors with an influence on the contractual condition concerned requires it and makes it possible.

2.2.4 In case of change to the following factors the Bank shall be entitled to exercise the right of unilateral modification of the Agreement:

- a) change in the legal, regulatory environment
 - (i) changes to the regulations on or influencing the operation, conditions of operation of the Bank, changes to central bank regulations or changes to

other regulations that are obligatory for the Bank, particularly if such rule requires or makes possible (authorizes) obligatory modification,

- (ii) changes to the obligation of the Bank to pay taxes,
- (iii) unfavorable change to the rules on compulsory reserves,
- (iv) changes to and / or termination of state (or other) subsidies related to certain services,

b) modification of money market conditions and changes in the macroeconomic environment

- (i) increase in country risk reflecting the political, economic situation of Hungary,
- (ii) changes to the cost of funds of the Bank,
- (iii) changes to central bank base rates, central bank repurchase and deposit rates,
- (iv) changes to the opportunities of money market fund raising,
- (v) changes to capital market and money market rates,
- (vi) changes to interbank lending rates,
- (vii) changes to the consumer price index,
- (viii) unfavourable shifts related to each other in swap and other yield curves,
- (ix) increasing yields of the securities publicly issued by the bank cooperating in the provision of a service concerned,

- (x) increasing yields of government securities,
- c) changes in the conditions of banking operation
 - (i) changes in the risk factors related to the Customer including the changes in the creditworthiness of the Customer and decrease or increase in the value of collaterals,
 - (ii) decrease in the value of the collateral guaranteeing performance of the outstanding receivables,
 - (iii) changes in the risk of corporate loans and changes to the risk factors thereof,
 - (iv) increase in the risk margin of the bank cooperating in the provision of the Service concerned,
 - (v) changes to the fees related to the operation of the Bank, arising due to reasons outside the sphere of interest of the Bank and directly related to the provision of the Service concerned, already paid by the Bank to other service providers: introduction of new fees by a cooperating service provider and any amendments to the general terms and conditions and list of conditions of the given service provider, increase in the rent, maintenance fees and costs of operation of sales points

and premises of the Bank, increasing service fees of postal and communication (phone, internet) services, changes to the General Business Conditions and List of Conditions of the service provider of postal and communication services.

2.2.5 The Bank shall make available to the public the modification, except for the change of interest rates in case of interest rates linked to a reference interest rate, at least sixty days prior to the effective date of the modification in premises open to customers (branches, loan centers and premises of agents) and the modification shall be made public electronically also on the web site www.citibank.hu. In addition the Bank shall inform the Customers involved in mail or in other direct manner (in any method set forth in point I.7 of the present General Terms and Conditions) stipulated in the agreement on the modification sixty days prior to the effective date of the modification the latest.

2.2.6 In case of modification, except for interest rate linked to a reference interest rate, the Customer shall be entitled to terminate the Agreement free of charge prior to the effective date of the modification.

2.2.7 The Bank shall inform the Hungarian Financial Supervisory

Authority of the changes upon their entry into force the latest.

2.3 Unilateral Amendment of agreements construed non-loan agreement by the Bank that is Unfavourable for Customers considered micro enterprises

2.3.1 The Bank expressly reserves the right to unilaterally modify in a manner unfavourable for the Customer interest rate, fees or any costs in the Agreement. Such changes shall be conditional on them being justified by the change of circumstances described in Chapter 2.2.4.

2.3.2 The Bank shall inform the Customer of changes, (i) in the general case, 15 days prior to the entry into force of such change through an announcement posted in the Bank branches and electronically on the website of the Bank (www.citibank.hu); (ii) in case of electronic means of payment, electronically 30 days prior to the date of effect of such change directly or on the website of the Bank (www.citibank.hu).

2.4 Common rules on unilateral changes that are unfavourable for the Customer

2.4.1 If the Customer does not object the modification in writing until the date of its entry into force, the modification shall be deemed accepted by the Customer.

2.4.2 If the Bank receives the written objection of the Customer

concerning the modification of the Agreement on the day preceding the effective date of the modification of the Agreement the latest, the Bank shall consider the Agreement terminated by the Customer for the effective date of the modification of the Agreement. In this case, the Bank and the Customer shall settle accounts with each other not later than by the date of termination, shall pay their debts and dispose of their claims.

2.5 Other modifications

2.5.1 The Bank shall reserve the right to unilaterally modify any contractual condition in a manner that is not unfavorable for the Customer.

2.5.2 With mutual consent the Parties are entitled to modify any contractual term with any content.

2.5.3 It is not considered unilateral modification that is unfavorable to the Customer if the Bank launches a new service and a new fee related thereto is introduced if the Customer is not obliged to make use of the new service and if the modification of conditions (introduction of new fee) is applicable exclusively for new Customers or new Agreements concluded. It is also not considered to be unilateral modification that is unfavorable for the Customer if after the predefined period or in case of occurrence of previously announced conditions the Bank changes contractual terms in a manner and to an extent previously advised.

3. Non-disclosure, Data Protection and Data Management

- 3.1 The Bank shall treat as bank secret all data, facts, solutions and information defined as such by the relevant laws, acquired from and about the Customer, which relate to the Customer's entity, data, pecuniary situation, business activities, business operations, ownership and business relations as well as the balance and turnover of its Account kept by the Bank and its contracts concluded with the financial institution. The Bank shall keep the bank secret and shall not disclose it to third parties unless the Bank is permitted to do so by the laws applicable to credit institutions or the Bank has been authorized to do so by the Customer in writing by accepting the present General Business Conditions or otherwise.
- 3.2 The Customer undertakes to treat its business relationship with the Bank, and any written and/or verbal agreement in connection therewith as business secret in accordance with the provisions of the relevant laws. The Customer shall not place any written and/or verbal agreement concluded with the Bank at the disposal of third parties in any form without the Bank's prior written consent. A breach of this obligation shall be deemed a gross breach of contract in respect of the business and legal relationships between the Customer and the Bank.
- 3.3 The Customer hereby grants its express consent and irrevocably

authorizes the Bank to process its data (including details) or any parts thereof generated/managed in connection with the Agreement in full compliance with the requirements set forth in the laws, to manage them within the units of Citibank/Citigroup as part of its work processes, to forward them to other units of Citibank/Citigroup, whether in Hungary or abroad, for the purposes of processing and management or if the Bank deems it necessary for its business relationship existing with the Customer or the enforcement of the Bank's claims or otherwise, as well as to hand over such data to the Bank's agents for the purposes of the sale of Services.

- 3.4 The Customer acknowledges that it shall not represent a violation of bank secrecy if the Bank hands over the Customer's data defined in the CIFEA (hereinafter: "Reference Data") to the Central Credit Information System (hereinafter: "CCIS") in accordance with the provisions of the CIFEA. The CCIS is a closed system database aimed at allowing a more differentiated assessment of creditworthiness and thereby increasing the scope of lending and at facilitating the reduction of lending risk in the interest of the safer operation of organizations engaged in lending as defined in the CIFEA (hereinafter: "Reference Data Providers").
- 3.4.1 Only Reference Data may be managed in the CCIS. The Bank shall hand over, to the financial enterprise managing the CCIS

(hereinafter: “CCIS Management Agency”), the Reference Data of the business association, European joint stock company, cooperative, housing cooperative and individual entrepreneur (hereinafter: “Company”) that

a) enters into a contract with the Bank for

- (i) credit or loans,
- (ii) financial leasing,
- (iii) the issue of electronic money and a cash substitute payment device and the provision of related services,
- (iv) surety and the assumption of a bank guarantee as well as the assumption of other banking obligations;

b) against the bank account of which kept with the Bank the Bank keeps a record of queued claims in an amount over one million Hungarian forints due to insufficient balance without interruption over a period exceeding 30 days;

c) which has breached its obligation assumed in a contract concluded with the Bank and aimed at the acceptance of a cash substitute payment device, and because of this the Bank has terminated or suspended the contract aimed at the acceptance of a cash substitute payment device.

3.4.2 During the handover of data, the Bank shall forward the name, registered office, company register number/individual entrepreneur’s card number and tax number of the Company to the CCIS Management Agency, as well as

a) in the case of Clause 3.4.1, paragraph a),

(i) type and identifier (number) of the contract,

(ii) date of conclusion, expiry and/or termination of the contract,

(iii) method of termination of the contract,

(iv) amount and currency of the contract,

(v) due date and amount of the overdue and unpaid debt,

(vi) date and method of termination of the overdue and unpaid debt,

(vii) note referring to the transfer of the claims to another Reference Data Provider or any lawsuit;

b) in the case of Clause 3.4.1, paragraph b),

(i) identifier (number) of the bank account agreement,

(ii) bank account number,

(iii) date of conclusion, expiry and/or termination of the contract,

(iv) amount and currency of queued claims,

(v) commencement and end dates of the queuing of claims,

(vi) note referring to any lawsuit;

c) in the case of Clause 3.4.1, paragraph c),

(i) date of conclusion, expiry, termination and/or suspension of the contract aimed at the acceptance of a cash substitute payment device,

(ii) note referring to any lawsuit.

3.4.3 The Bank shall keep a record of the handover of Reference Data to the CCIS Management Agency

(fact and date of handover and the scope of data handed over).

- 3.4.4 The CCIS Management Agency shall manage the Reference Data handed over in the above way for five years, after the expiry of which it shall delete the Reference Data definitively and unrestorably. In respect of the calculation of the five-year period,
- a) in the case of Clause 3.4.1, paragraph a), the termination date of the contract;
 - b) in the case of Clause 3.4.1, paragraph b), the date on which the queuing of the claims is terminated;
 - c) in the case of Clause 3.4.1, paragraph c), the date on which the data are handed over shall be deemed the commencement date.
- 3.4.5 The CCIS Management Agency shall also delete the Reference Data promptly and unrestorably even if
- a) the Bank is dissolved without a legal successor and has not transferred the claims arising from a contract relating to data supply to another Reference Data Provider,
 - b) the Bank has transferred the claims arising from a contract relating to data supply to a party other than a Reference Data Provider,
 - c) the Reference Data have been entered in the CCIS unlawfully.
- 3.4.6 The CCIS Management Agency may only hand over Reference Data to the Bank and other Reference Data Providers on the

basis of a data request submitted by them. The Bank and the other Reference Data Providers may only use the data request and the data received on the basis thereof for making a decision which provides grounds for the conclusion of

- a) contracts under Clause 3.4.1, paragraph a), or
- b) contracts relating to the extension of investment loans to investors, or
- c) contracts relating to the lending of securities.

- 3.4.7 In addition to the provisions of Clause 3.4.6, the Company shall also be entitled to request information about what data are included in relation to it in the CCIS and which Reference Data Provider has handed over such data through any Reference Data Provider, including the Bank. The Bank shall forward the request for information to the CCIS Management Agency promptly but not later than within two business days, which shall send the requested data to the Bank in a sealed manner within five business days. The Bank shall, at the option of the Company, send the information by post with return receipt requested or shall hand it over to the Company in person at the branch of the Bank also in a sealed manner after receipt thereof, promptly but not later than within two business days.

- 3.4.8 The information shall be provided free of charge to the Company once a year, irrespective of through which Reference Data

Provider it has submitted its request. If additional information is requested, the Company shall pay the charge stated in the List of Conditions of the Bank applicable to the given segment of Customers.

3.4.9 If the Bank has handed over the Reference Data unlawfully or such data need to be corrected or deleted due to the unlawful handover thereof by the Bank on the basis of a complaint lodged by the Company, the Bank shall pay back the Company the charge paid by the Company.

3.4.10 The registered Company may have recourse to the following legal remedies due to the handover by the Bank of its Reference Data to, or the management thereof by, the CCIS Management Agency:

a) It may lodge a complaint with the Bank or the CCIS Management Agency for the correction or deletion of the Reference Data, which the Bank or the CCIS Management Agency shall investigate within 15 days following receipt thereof and shall inform the Company of the result of such investigation in writing, by post with return receipt requested, promptly but not later than within two business days. If the Bank entertains the complaint, it shall hand over the Reference Data corrected or to be deleted to the CCIS Management Agency promptly but not later than within two business days, with the simultaneous notification of the Company, and the CCIS Management Agency shall

incorporate the change in its records promptly but not later than within two business days;

b) The Company may file a lawsuit with the local court with jurisdiction at the registered office of the Company against the Bank and the CCIS Management Agency for the correction or deletion of the Reference Data

(i) if it does not agree with the result of the investigation of the complaint, within 30 days following receipt of the information on the investigation of the complaint;

(ii) if no information under Clause 3.4.7 or no information on the investigation of the complaint is provided, within 30 days of the expiry of the deadline set for the obligation to provide information.

The CCIS Management Agency shall keep a record of the filed lawsuit until the non-appealable conclusion thereof together with the disputed Reference Data.

4. Cooperation and Provision of Information

4.1 The Bank and the Customer shall act in their contractual relationships by taking into account the principles of mutual cooperation and good faith. They shall promptly notify each other of all significant facts, circumstances and changes related to transactions.

4.2 The Customer shall provide all information requested by the Bank, which is necessary for the assessment of the Customer and

the transaction. For this purpose, the Customer shall provide the Bank with a copy of its annual financial report and shall allow, upon request of the Bank, the Bank to examine its books and accounting records during regular business hours.

4.3 In the case of credit/a loan to be used for investment purposes, the Customer shall provide the Bank with written reports on the implementation of the project, in the form and with the frequency specified by the Bank, and shall make available the documents related to the project to the Bank.

4.4 The Customer shall promptly notify the Bank:

- (i) of any material change in its financial, pecuniary and economic condition and business operations, with special regards to any instances in which the Customer wishes to initiate bankruptcy or liquidation proceedings against itself, or the bankruptcy or liquidation proceedings have been initiated against the Customer pursuant to Act IL of 1991 on Bankruptcy and Liquidation Proceedings;
- (ii) if execution proceedings have been initiated against the Customer pursuant to the provisions of Act LIII of 1994 on Execution by Court;
- (iii) if it intends to transform through legal succession or dissolves without legal succession or intends to alter its organizational structure in

accordance with the provisions of Act IV of 2006 on Business Associations (Companies Act);

- (iv) any change effecting its identifiability or legal status;
- (v) any change in the company name, address and registered office or rights of representation;
- (vi) any material change in the person of its senior officers and executive employees; or
- (vii) if the repayment of any debt owed to the Bank which has fallen or will fall due in the future is jeopardized by any circumstances;
- (viii) any change in the data provided during identification or any change affecting the person of the beneficial owner as defined in the law(s) on the prevention and combating of money laundering, as in force.

The bank hereby excludes its liability for damage arising from failure by the Customer to meet its above obligation and incurred by the Customer or third parties.

4.5 The Customer shall promptly notify the Bank of any change in its economic condition that might adversely affect the fulfilment of its contractual obligations towards the Bank.

4.6 The Customer shall be responsible for ensuring that the information provided by it be accurate and correct and suitable for the Bank to form a true picture of the Customer. The Customer hereby

authorizes the Bank to ascertain the truthfulness of the information provided by it and to verify such information in compliance with the relevant laws.

- 4.7 As part of its obligation to prevent and mitigate damage, the Customer shall promptly inform the Bank if any notification expected by it from the Bank was not received, was not received by it in due time, or the Customer has any complaint with respect to the contents thereof.

5. Customer Identification and Representation

- 5.1 In establishing a business relationship with the Customer and in any other cases defined in the applicable laws, in particular, in the law(s) on the prevention and combating of money laundering, as in force (hereinafter: "Money Laundering Act"), the Bank shall duly verify the identity of the Customer, provided that the Customer has not been identified yet in connection with another transaction. During the identification procedure, the Bank shall record data relating to the Customer, the person(s) acting on behalf of the Customer and the orders, as defined in the Money Laundering Act. In addition to the identification defined above, the Bank shall be entitled to ascertain at any time that the Customer is an organization established in accordance with the laws in force.

- 5.2 In the case of Customers already registered in Hungary, the Bank shall request the following documents to be submitted for inspection:

- (i) original or copy of the Deed of Foundation (Articles of Association, Statutes, etc.);
- (ii) original specimen signature of the persons authorized to sign for the company;
- (iii) deed issued not earlier than 30 days by the authority or organization keeping a record of the Customer, stating that the Customer is included in the records; furthermore,
- (iv) the Customer shall state its tax number and statistical code; and
- (v) if required, copies of other official licenses.

In the case of Customers not yet registered, in the absence of a deed issued not earlier than 30 days by the authority or organization keeping a record of the Customer, the copy of the certificate or deed received from the authority or organization keeping a record of the Customer upon submission of the application for registration shall be submitted.

- 5.3 In the case of Customers incorporated and registered abroad, which have their registered office abroad, the Bank shall request the following documents to be submitted for inspection:

- (i) notarized copy of the Deed of Foundation;
- (ii) original or notarized copies of specimen signatures

(sample signature) of the persons authorized to sign for the company;

- (iii) appropriate certificate issued not earlier than 30 days by the authority of the country where the registered office of the Customer is located, legalized by a Hungarian embassy or consulate according to the relevant international agreements or provided with an Apostille stating that the Customer has been established and registered under the laws of the country where the registered office of the Customer is located.

5.4 In the case of natural persons entitled to act in the name or on behalf of the organisations defined in Clauses 5.2 and 5.3, the Bank shall request the following documents to be submitted for inspection:

- (i) resident natural persons' identity card and official residence card, or passport and official residence card, or driving licence card and official residence card;
- (ii) in the case of foreign natural persons, their passport or identity card, provided that it entitles the holder to reside in Hungary, or their residence certification document or residency permit.

5.5 The Customer shall promptly place any other data and declaration defined in the Money Laundering Act at the disposal of the Bank,

which the Bank shall also enter in its records, in particular:

- (i) The Customer shall make a written declaration to the Bank regarding the person on whose behalf and/or for whose benefit it act on the basis of or without an asset management, representation or other agreement (such person is hereinafter referred to as the "Beneficial Owner").
- (ii) Should any doubt arise at any time regarding the identity of the Beneficial Owner, the Bank shall call upon the Customer to make a (second) written declaration regarding the Actual Holder.
- (iii) During the use of Services, the Bank shall be entitled to investigate the origin of funds and may request a written certificate thereof. If the Customer fails to meet such a request of the Bank, the Bank may refuse to credit the cash to the Account.

5.6 The Parties shall cooperate in the interest of compliance with the legal rules governing the prevention and combating of money laundering. If the Customer fails to prove his or her identity or right of representation or fails to complete the declaration on the person of the Beneficial Owner, the Bank shall refuse to enter into the Agreement and the execution of the order.

5.7 With respect to the persons authorized to act on behalf of the

Customer, the Customer or the person authorized to act on behalf of the Customer shall notify the Bank, in the form prescribed by the Bank, of the names and signatures of the persons authorized to act on behalf of the Customer. The Bank shall consider the authorization of the representatives notified to the Bank valid until revoked in writing by a person authorized to do so. The Customer shall promptly inform the Bank of any change regarding the authorized persons. The Customer shall indemnify the Bank if the Bank incurred any losses due to the failure to meet its aforementioned obligation of notification.

5.8 If a dispute regarding the authorized persons has arisen between the owners and one of them has notified the Bank thereof, the Bank shall have the right to suspend the execution of all transactions unless otherwise agreed by the parties concerned, and such agreement has been reached in the presence of the Bank or has been acknowledged approvingly by the Bank.

5.9 The Bank may trust the authenticity of the identity and foreign exchange law status of the Customer or its representative in good faith. The Customer shall warrant the authenticity of all deeds, documents and declarations defined in Clause 5 (Customer Identification and Representation). The Bank shall be entitled to examine the authenticity, validity and correspondence to the facts of

the deeds, documents and declarations in accordance with the provisions of the laws, as in force, and to request appropriate additional documentation or information in connection with the foregoing from both the Customer and the competent authorities, the provision of which is a condition of the establishment and maintenance of business relations. The Bank shall be entitled to request information relating not only to the Customer, but, in the case of a legal entity or unincorporated business association lacking a legal status of a legal entity Customer, also to its founders, members, subsidiaries or other participating interests held in other companies as well as company law and economic details from the Customer.

The Bank shall be entitled, furthermore, to make a photocopy for its records of any original document submitted by the Customer for inspection.

5.10 If the documents defined in Clause 5 (Customer Identification and Representation) have been drafted in a language other than Hungarian, the Bank shall have the right to request a translation from the Customer prepared by the Hungarian Office for Translation and Attestation at any time, or the Bank shall be entitled itself to have a translation made by the Hungarian Office for Translation and Attestation or by any other translation agency considered suitable by the Bank at the expense of the Customer. The Customer hereby authorizes the Bank to

debit any of its Accounts kept with the Bank with the amount of such expenses.

6. Liability of the Bank

- 6.1 The Bank shall not be liable for any damage resulting from the regulations of domestic or foreign authorities, the denial or late granting of the necessary permits by authorities, or caused by unforeseeable and unavoidable events, including, but not limited to, armed conflicts, revolution, state of national emergency, riot, nationalization, natural disasters, breakdown or failure of telecommunications, failure or collapse of any market, strikes, labour disputes or other circumstances beyond the Bank's control (collectively: "Force Majeure") and for damage for which the Bank may not be held liable or for damage which have been caused by events within the Customer's control or influence, or result from non-compliance or late compliance by the Customer with the relevant provisions of the applicable laws, or the provisions of the present General Business Conditions, the relevant General Terms of Contract, the General Lending Conditions, the List of Conditions and the Agreements.
- 6.2 The Bank does not take liability or take any financial risk towards the Customer for any diminution due to taxes, duties paid or depreciation in the value of funds credited to the Account of the Customer (which may be

deposited by the Bank at its discretion in the Bank's own name with such depositories as the Bank may select), or for the lack of availability of such funds due to restrictions on convertibility and/or transferability, requisitions, involuntary transfers, acts of war or civil disorder, distraint of any character, exercise of military or usurped power, or other similar causes beyond the Bank's control, in the case of which neither Citigroup, nor any of its branches, subsidiaries or units is liable.

- 6.3 The Bank shall not be liable for the authenticity or validity of the documents submitted to it if the false or fraudulent nature or invalidity thereof could not be recognized even by careful verification applied in the usual course of business that may usually be expected from a credit institution.
- 6.4 The Bank shall have the right to use the assistance of a third party according to its best judgment or, if the Customer specifies a particular contributor in its order, to use a third-party correspondent or agent to the extent necessary for the performance of the Bank's contractual obligations. The Bank shall exercise due care in selecting, advising and overseeing such third party, but otherwise shall not be liable for the actions or omissions of such third party. If the liability of the contributor is limited by law, the liability of the Bank shall be adjusted accordingly. The Bank shall be entitled to use the assistance of a third party to the

extent necessary for preventing any damage from occurring to the Customer in order to fulfil the order of the Customer.

7. Means and Forms of Communication

- 7.1 Under the agreement between the Bank and the Customer, the Customer and the Bank shall liaise through electronic or Internet banking services, by telephone, facsimile, coded facsimile, letter, registered letter and/or registered letter with return receipt requested, coded telex or an electronic means of communication accepted by the Bank.
- 7.2 The Bank and the Customer may also agree on a special form of communication. In such a case, the Bank may refuse the execution of orders received by the Bank in forms other than prescribed or approved in the agreement between the Bank and the Customer, or given through other data carriers or means of communication not approved by the Bank.
- 7.3 In the event that the Customer and the Bank agree on a method of communication by telephone or an electronic data carrier (e.g., e-mail), the Customer hereby declares that it is aware of the risks inherent in communication by telephone, the publicly used Internet and e-mail, and that it expressly requests and accepts the forwarding of any data which constitutes a bank secret and

pertains to the Customer by telephone or e-mail in the knowledge of, and assuming, these risks, even if no encrypting is used by the Parties in e-mail communication. The Bank shall not be liable for damage arising from the failure of the (telephone) lines, wrong pronunciation or mishearing due to the quality of the lines.

- 7.4 The forms, data carriers, equipment and other communication devices put at the disposal of the Customer by the Bank shall be kept and handled by the Customer with due care and shall be used in accordance with the terms and conditions set forth in separate agreements signed by the Customer and the Bank.
- 7.5 In case the Customer uses a facsimile for transmitting payment orders, it shall ensure that the equipment is located in a safe room with limited access.
- 7.6 If the Customer becomes aware of any irregularity with respect to the forms, data carriers, equipment and communication devices or becomes aware of any loss, unlawful theft or misuse thereof, it shall immediately notify the Bank thereof. Until notification is received by the Bank, any consequence shall be borne by the Customer.
- 7.7 If the Customer and the Bank agree on the acceptance of orders by way of coded facsimile, facsimile or telephone, the Customer shall accept that it shall

not be entitled to request the original copies of such communications in proceedings conducted before any court, arbitration tribunal or authority.

7.8 The Bank shall accept the following documents and orders from the Customer by facsimile:

- (i) giving transfer orders regarding the Customer's Account;
- (ii) instructions for prompt and group collection orders;
- (iii) instructions regarding the opening or breaking of a deposit, or modifications of instructions regarding the opening a deposit;
- (iv) initiating payments via postal order;
- (v) requesting any information regarding the Customer's Account, including bank and security secrets;
- (vi) making complaints regarding any service used by the Customer from the Bank;
- (vii) reissuing account statements and issuing certain certificates;
- (viii) providing detailed and full information regarding services provided by the Bank and orders;
- (ix) sending information and letters not considered to be a payment order to the Bank.

7.8 If the business relations between the Customer and the Bank are terminated or if the Bank placed the given equipment, data carrier or communication device at the

Customer's disposal for the given purposes or for the use of a specified service, after the termination of the given transaction or the legal relationship relating to the provision of the given service, the Customer shall, without delay, return to the Bank any unused forms, other data carriers, equipment and communication devices that the Bank may have placed at the Customer's disposal.

8. Place and Date of Performance

8.1 Unless agreed to the contrary, the place of performance of the contractual obligations arising from the business relations between the Bank and the Customer shall be the business premises of the Bank where the Customer's Account is kept or where the Bank provides the Services or, in the absence thereof, the registered office of the Bank.

8.2 In the event that the Customer's Account is kept by the Bank, the effective date of any payment made by the Customer to the Bank shall be the date on which the Customer's Account is debited by the Bank. If the Customer discharges its payment obligation towards the Bank to the debit of an account kept with an entity other than the Bank, the effective date of the payment by the Customer to the Bank shall be the date on which the due amount is credited to the Account provided by the Bank.

- 8.3 The effective date of any payment made to the Customer shall be the date on which the amount was credited to the Customer's bank Account. Amounts received by the Bank to the credit of the Customer shall be credited by the Bank to the Customer's Account on the date when the Bank becomes aware that the amounts have been credited to the Bank's own account, allowing the Customer to dispose of the credited amount not later than in the morning of the next Banking Day as from the opening time of the Bank.
- 8.4 In case of a direct cash payment to the Customer's bank Account at the cashier's desk of the Bank, the Bank shall credit the amount on the day of payment.
- 8.5 The Bank shall fulfil its responsibilities arising from transfer orders to accounts kept abroad not later than on the Banking Day following the acceptance of the order. The Bank shall credit incoming transfers from abroad to the account of the beneficiary following notification of the transfer, not later than on the Banking Day following the date on which the funds covering the transfer have also been made available. If, in the process of the execution of the order, conversion between different currencies needs to be carried out, the deadline for execution may be extended by a maximum of another two Banking Days.

- 8.6.1 The Bank's payment obligation shall be considered fulfilled on the date when the Bank's account was debited.
- 8.6.2 The Bank shall have the right to ask questions from the Customer regarding the legal title, nature and background of the order and the Beneficial Owners prior to the execution of the orders. If the Customer provides an incomplete or no answer, or if the Bank cannot execute the order based on the answers provided, the Bank shall be entitled to deny the execution of the order and shall not be liable for consequences which may arise therefrom.

9. Delivery of Documents

- 9.1 Unless agreed to the contrary, the method of the delivery of documents shall be decided by the Bank at its sole discretion.
- 9.2 Unless otherwise instructed by the Customer, the Bank shall decide on forwarding documents, bills of exchange, cheques and other consignments in its sole discretion, exercising due care that may be expected from financial institutions. The cost and the risk of forwarding shall be borne by the Customer.
- 9.3 Any written declaration, contractual offer, notice or document, sent by the Bank to the Customer or the Customer's representative acting on behalf of the Customer and duly posted as a letter to the address provided by

the Customer, shall be deemed to have been duly notified to, and served on, the addressee even if the letter could not have been served in reality, or the addressee did not come to know about it after the tenth day from the day of the first delivery attempt by the post of such letters; if it is not possible to determine the above date, on the day when the undelivered letter was returned by the post to the sender. The Customer is aware that the Bank is not obliged to post its above-written declarations with return receipt requested; they shall be deemed to have been posted if a copy thereof and a record of the dispatch thereof are at the disposal of the Bank. The Customer hereby declares that with regard to its obligation to give notice and serve declarations, it shall ensure that it continuously has a person (representative) entitled to receive postal consignments at the address for the service of documents provided by it, during the term of the banking relationship between the Bank and the Customer. Failing to comply with the above, it may not refer to the lack of such person (representative) entitled to receive the consignments in order to gain benefits. Any notice sent by the Bank to the Customer to an electronic or Internet banking system used by the Customer, or to a facsimile or telex number or e-mail address provided by the Customer shall be deemed to have been received on the date of transmission.

II. Orders and Bank Accounts

10. Acceptance of Orders

- 10.1 Excluding communication via electronic banking services, orders shall be given in writing on the forms placed by the Bank at the disposal of the Customer or in the form agreed and approved by the Customer and the Bank. The Bank shall accept orders that conform in form and content with the requirements set by the relevant laws, instructions of the central bank and the Bank. Orders which do not meet the above requirements shall not be executed by the Bank. The Bank shall not be liable for any damage arising from such refusal.
- 10.2 The Bank shall only accept orders from the Customer by telephone pursuant to a specific written agreement in writing, except for the case defined in Clause 18.7.
- 10.3 The Bank shall accept orders or communications given or made by facsimile under Clause 7.8 or by coded facsimile under an explicit and separate agreement on the condition that they are sent to the facsimile number designated by the Bank and given to the Customer for this purpose.
- 10.4 The Bank shall examine the signatures appended to the written orders related to the Customer's bank Accounts and other banking transactions to verify that the signatures are identical to the sample signature submitted by the Customer. The Bank shall refuse to execute orders that are not

signed in accordance with the signature mandate available to the Bank and shall notify the Customer thereof. The Bank shall not be liable for the consequences of executing false or fraudulent orders, the false or fraudulent nature of which could not be discovered after taking reasonable care. Any damage, losses and/or costs related thereto shall be borne solely by the Customer.

- 10.5 From among any orders submitted by post or facsimile or at a branch, the Bank may only accept those from its Customers which bear a due signature. An order shall be deemed to have been duly signed if it was signed by the signatories authorized to submit orders and submitted to the Bank, in a way which corresponds to the specimen signature submitted on the form entitled "Authorized Signature Mandate" used by the Bank (hereinafter: "Authorized Signature Mandate"), below or next to the correct full or abbreviated corporate name of the company stamped/pre-printed/type-written or printed in block capitals, as registered by, or submitted for registration to, the competent authority. The Customer hereby acknowledges that a pre-printed company name or logo shown in the header or footer of corporate letterhead shall not substitute for the company name required to be indicated next to or below the signature. The Customer hereby also acknowledges that if the Bank fails to execute or is late in executing an order due to the lack of such due

signature, as described in the present Clause, the Bank shall not be liable for any losses arising therefrom.

- 10.6 The Customer shall be responsible for ensuring that the orders given by it comply with the provisions of the Hungarian laws, as in force. The Bank shall refuse the execution of the order if it notices that the Customer is in breach of the provisions of the laws referred to above and shall notify the Customer thereof.
- 10.7 Unless agreed to the contrary, orders shall only be accepted by the Bank during customer service hours as announced by the Bank. If the Bank receives any posted or otherwise served orders after regular business hours or after the predefined customer service hours or the predefined cut-off time for the submission of orders, such orders shall be considered received on the following business day. In accordance with its internal procedural rules, the Bank shall affix a stamp acknowledging receipt to all incoming mail, which shows the date and exact time of receipt. The Bank's records shall govern with regards to the time of receipt of the orders.
- 10.8 The Bank shall post its information bulletin regarding customer service hours on its business premises. The Bank may alter its customer service hours at any time and shall inform the Customer thereof.

10.9 Unless otherwise agreed, the date of the execution of payment orders in Hungarian forints shall be the Banking Day on which the Bank receives the orders of the Customer, provided that there is sufficient balance for the execution of the order on the day the order is received, and the currency of payment is the same as the currency of the Account to be debited, and that the order is received by the Bank by the cut-off time for the receipt of orders specified in the Bank's prevailing List of Conditions in respect of the given type of order and the manner of submission of the given order.

10.10 Unless otherwise agreed, the date of the execution of any foreign currency payment order shall be the Banking Day on which the Bank receives the Customer's order, provided that there is sufficient balance for the execution of such order and the payment of charges on the day of receipt thereof, the currency of payment is the same as the currency of the Account to be debited and the Bank receives such order by the cut-off time for the receipt of orders specified in the Bank's prevailing List of Conditions in respect of the particular type of order and the manner of submission of the particular order, except where the Bank undertakes a deadline for performance other than this with respect to the execution of the given order in the List of Conditions, as in force.

10.11 The cut-off times set by the Bank for the acceptance of orders and

the deadlines for performance may change from time to time. Such changes shall be notified by the Bank to the Customer in its prevailing List of Conditions.

11. Execution of Orders

11.1 The Customer acknowledges that the Bank requires a reasonable period of time to execute orders depending on the nature and scope of the given order, taking into consideration the general business practices of credit institutions in Hungary and abroad, as well as the provisions of the laws, as in force.

11.2 If the Customer requests an order to be executed which deviates from the general practice or it requires to be executed by a specified date, it shall provide sufficient time for the Bank for execution and for taking the measures necessary for forwarding. The Bank may not be held liable for any damage or loss which may arise therefrom if no time required for performance was available to it.

11.3 Before the Customer would forward orders or communications by coded facsimile, facsimile, telephone, post, courier or personal submission (manually) to the Bank, the Customer shall authorize, by duly signing the Authorized Signature Mandate, the persons entitled to forward orders other communications to the Bank on behalf of the Customer by such means, precisely indicating the scope and limitations of their

authorization. In the Authorized Signature Mandate, provision shall be made for the signature authorization (joint, individual) and the following limitations may be specified: general amount limit or amount limit by order types and transactions.

The Authorized Signature Mandate shall take effect on the fifth day following the submission thereof to the Bank; if, however, the Authorized Signature Mandate is incomplete, erroneous or otherwise inadequate, the Bank shall notify the Customer.

The Customer shall be entitled to modify the Authorized Signature Mandate at any time and shall notify the Bank of such modifications by way of a new Authorized Signature Mandate duly signed by its authorized representative and submitted in original; the Customer shall proceed in the same manner if it wishes to terminate the signature authorization of an authorized representative stated in the Authorized Signature Mandate.

- 11.4 In executing orders, the Bank requires that the Customer provide the data necessary for the execution of the order accurately and unambiguously. In the absence thereof, the Bank may refuse to execute the order. The Bank is not obliged to verify the correctness and accuracy of any data provided by the Customer to the Bank. The Bank shall not be responsible for any damage or loss arising from the execution or non-execution of orders which contain incorrect data.

- 11.5 The Bank shall accept manually initiated orders, however, the Bank has no obligation to examine the content of such manually initiated orders or other communications received by it. The Customer shall be bound by, and the Bank shall be entitled to proceed in accordance with, such orders. The Bank shall have the discretionary right to execute or not to execute, and/or to request confirmation of, any manually forwarded order. The Bank shall have the right to suspend execution until confirmation is received by the Bank from the Customer.

- 11.6 The Customer acknowledges that the security procedures prescribed by the Bank are only aimed at identifying the person who forwards the communication and not at finding errors in, or finding out the content of, the order.

- 11.7 Except for the Bank's gross negligence, bad faith or intentional breach of its obligation, as long as the Bank acts in compliance with the Authorized Signature Mandate, the Customer shall reimburse the Bank for any damage incurred by the Bank and the Bank shall not be liable for the reimbursement of any cost or loss incurred by the Customer. The Customer declares, furthermore, that it is aware that the Bank does not examine whether the person(s) submitted in the Authorized Signature Mandate meets (meet) the conditions prescribed in other laws.

11.8 The Customer consents to the tape recording by the Bank of telephone calls relating to the confirmation of payment orders for the protection of the business interests of the Customer and the Bank. The Bank shall qualify such recordings as bank secret and shall treat them in accordance with the provisions of Clause 3 of the present General Business Conditions.

11.9 Unless the law provides otherwise, the Bank shall not execute payment orders due to insufficient balance. The Bank takes no liability for orders not executed due to insufficient balance.

11.10 The Bank shall not execute payment orders given to the debit and, with the exception of the founder's/founders' assets, to the credit of the Account of business association or cooperative Customers kept with the Bank until the Customer has submitted to the Bank a copy of its application for registration officially received by the competent authority and the Customer has provided its tax number and statistical code.

11.11 The Bank shall not execute payment orders given to the debit and, with the exception of the founder's/founders' assets, to the credit of the Account of other legal entity Customers established through registration until the Customer has been registered on a final and non-appealable basis.

11.12 The Customer is aware that the Bank shall be entitled to refuse the

execution of certain orders on the basis of restrictive measures applicable to the Bank or stipulated either in the law or international agreements or to be followed or followed by the Bank. The Bank takes no liability for any damage caused to the Customer and/or third parties by such refusal.

12. Withdrawal and Modification of Orders

12.1 The Customer may withdraw or modify its payment orders before the Customer's Account is debited as follows. All costs arising from the withdrawal or modification shall be borne by the Customer. The Bank takes no liability for any damage incurred by the Customer, arising from the withdrawal or modification of payment orders.

12.1.1 The Bank shall accept modification orders in writing until the time specified in its List of Conditions, as in force, and the Bank shall make every reasonable effort to execute any modification requests duly submitted by the Customer in time, however, the Bank takes no liability for the possible non-execution of the modification of an order.

12.1.2 The Bank shall not be able to modify the following orders:

- (i) orders submitted via the electronic banking system, with the exception of transfer orders via the

GIRO system, internal book-entry transfers in HUF within the Bank and foreign exchange transfer orders,

- (ii) any VIBER transfer orders permanently entered in the books by the Bank,
 - (iii) any book-entry transfer and transfer orders within the Bank, which are permanently entered in the books by the Bank,
 - (iv) standing transfer orders (in the case of any change, the standing order shall be withdrawn and a new one shall be submitted),
 - (v) orders with respect to the execution of which the Bank issued a certificate on the day of execution,
 - (vi) transactions carried out with bank cards.
- 12.1.3 The Customer may modify a submitted order by way of a duly signed letter as per the Authorized Signature Mandate, as in force, or via the electronic banking system made available to the Customer by the Bank under a contract. The Customer shall conspicuously indicate in the modification that it is a modification request, and shall also unambiguously indicate which part and with what contents it wishes to modify its previous order.

12.2.1 The Bank shall accept duly signed cancellation orders as per the Authorized Signature Mandate, as in force, in writing, until the time specified in its List of Conditions, as in force. The Bank shall make every reasonable effort to execute any cancellation requests duly submitted by the Customer in time, however, the Bank takes no liability for the possible non-execution of the cancellation of an order.

12.2.2 The Bank shall not be able to cancel the following orders:

- (i) orders submitted via the electronic banking system, with the exception of transfer orders via the GIRO system, internal book-entry transfers in HUF within the Bank and foreign exchange transfer orders,
- (ii) any VIBER transfer orders already entered in the books and approved by the Bank,
- (iii) any book-entry transfer and transfer orders within the Bank, which are permanently entered in the books by the Bank,
- (iv) orders with respect to the execution of which the Bank issued a certificate on the day of execution,
- (v) transactions carried out with bank cards.

12.2.3 In the case of a cancellation order, the Bank shall credit the amount of any foreign exchange transfer orders permanently entered in the books by the Bank to the Account of the Customer submitting the order when the consideration for such cancelled order is returned to the Bank. Crediting shall be effected at the exchange rate quoted by the Bank on the day of crediting. In this case, any exchange rate loss or any other costs incurred shall lie with the Customer.

13. Opening of Accounts

13.1 The Bank shall only open an Account for the Customer if the Customer provides the Bank with the documents necessary for the identification of the Customer, prescribed under applicable law and otherwise required by the Bank in accordance with the provisions of Clauses 5 and 32 of the present General Business Conditions.

13.2 All bank Accounts opened and kept by the Bank shall bear the Customer's name (corporate name) and carry an account number as provided for in the account agreement. Accounts opened by the Customer with the Bank for various purposes comprise a unity of Accounts and are segregated only for accounting purposes and executing the orders of the Customer. The unity of Accounts has no effect on the possibly

different interest rates applied to the individual Accounts.

13.3 The Customer may grant authorization to third parties to dispose of the bank Account of the Customer. The authorization shall be set forth in a written instrument and duly signed, with an exact specification of the details and term of the authorization.

14. Account Statements

14.1 Unless expressly agreed to the contrary, the Bank shall send the Customer account statements that confirm the debits and credits made to its Account(s) as well as the balance of the bank Account on a monthly basis.

14.2 The Bank shall be notified in writing of any objections relating to the balance of the bank Account or the individual items of the account statement within 15 days of receipt of the relevant account statement. In the absence thereof, the Bank shall consider the account statement irrevocably accepted by the Customer.

14.3 The Bank shall be entitled, without giving prior notice to the Customer, to correct any incorrect credits/debits made by the Bank to the bank Account by debiting/crediting the bank Account prior to executing any other order. The Bank shall notify the Customer of the correction.

15. Right of Set-Off

- 15.1 The Customer acknowledges and agrees that the balances on its bank Accounts serve as cover for the Customer's then-current liabilities towards the Bank. If the Customer fails to meet any of its payment obligations towards the Bank when due, the Bank shall be entitled to enforce its claims through set-off, including any claims arising from investment services, by debiting any bank Account of the Customer without prior notice to the Customer, and if the Bank keeps a customer Account for the Customer as specified in the provisions of Act CXX of 2001 on Capital Markets, by debiting such customer Account after prioritized payment orders as defined by law, but before any other payment order.
- 15.2 If the Customer does not meet its payment obligations towards the Bank, the Bank shall have the right to refuse the execution of the payment orders of the Customer to the credit of third parties. The Bank shall not be liable for any damage or loss resulting from such refusal and incurred by the Customer or any third party.
- 15.3. Claims denominated in a foreign currency shall be set-off at the exchange rate determined by the Bank on the date of set-off.
- 15.4.1 If the Bank deems it necessary, it shall notify the Customer in advance that it will exercise its right of set-off unless, in the judgment of the Bank, providing such notice would prejudice the rights of the Bank or would prevent it to exercise its right of set-off.
- 15.4.2 The Customer is not entitled to set-off any of its claims against the Bank, and it shall always fully perform its payment obligations towards the Bank. The payment obligation of the Customer set forth in this clause does not affect the obligation of the Bank to pay the amount(s) due to the Customer.
- 16. European Monetary Union and Other Changes in Currency**
- If the currency of one or more countries changes in such a way that it affects the relations between the Customer and the Bank or the contract concluded between the Bank and the Customer, including, in particular, the case where a new currency is introduced to replace any currency,
- (i) the contract shall remain in force;
 - (ii) the above event may not be deemed Force Majeure; and
 - (iii) (if the old currency ceases to exist as a legal tender, as of the date thereof) the obligations of the Bank and the Customer expressed in the old currency shall be kept a record of and met in the new currency, with the proviso that unless separately agreed, the Bank may in good faith specify the manner and conditions of the performance of the obligations. The Bank and the Customer agree, if necessary, to make every effort to amend and supplement the

Agreement in accordance with the foregoing.

use of the PIN number by an unauthorized person.

III. Specific Banking Transactions

17. Electronic Banking Services

17.1 If the Bank places any equipment, data carrier, communication device and/or a PIN number or static password at the Customer's disposal for the use of electronic banking services, the Customer acknowledges that such equipment, data carrier or communication device constitutes the Bank's property, is not transferable, may not be transferred to the possession of third parties, may not be tied up as security or lien, may not be deposited and may not be handed over to third parties, and the Customer shall keep the PIN number and/or the static password secret. The Customer shall be liable for ensuring that those proceeding in its name and on its behalf familiarize themselves with the rules of the use and custody (safekeeping) of such equipment, data carrier or communication device, as well as with the rules of liability related thereto, including any change thereof.

17.2 The use of the PIN number is an electronic encoding procedure which serves to substitute for the Customer's signature relating to the given order. If the order made using the PIN number is authorized, the Bank shall regard it as one initiated by the Customer. The Bank takes no liability for the

17.3 The Customer shall take all precautionary measures expected of it to prevent the loss or theft of such equipment, data carrier or communication device, and agrees not to disclose the PIN numbers or static passwords to third parties.

17.4 The Customer shall notify the Bank promptly on the telephone number stated in the relevant contract if the Customer finds that the equipment, data carrier or communication device has been removed from its possession (has been lost or stolen), or finds or suspects that unauthorized third parties may have gained access to its data or the PIN number, static password or equipment, the data carrier or communication device or have carried out an unauthorized transaction with the use thereof. Blocking of the above shall take effect when the reporting person has provided the data specified in the present General Business Conditions to the Bank. The report shall contain the personal identification data of the person filing the report (mother's name, place and date of birth), the name of the Customer, and the description of the event giving rise to the reporting and the place and time of such event. If the reporting person is not aware of the exact place and time, the report shall include the assumed place and time of the event. The report shall be considered as an order for blocking the equipment, data carrier or communication device.

The Bank shall promptly block the equipment, data carrier or communication device at the time of reporting. The Bank shall not be liable for any damage caused to any third party as a consequence of blocking. Blocking shall be final and irrevocable. The Bank shall not take liability for any damage sustained by the Customer, arising from its failure to block the above or any misuse related to blocking.

17.5 No liability of any kind shall lie with the Bank for damage of any nature sustained by the Customer in connection with the electronic banking services unless such damage has been caused by a wilful or grossly negligent conduct on the part of the Bank. The Bank will not be liable, in particular:

- (i) for any defect in the Customer's Internet connection arising on the side of the Customer;
- (ii) if, for any error or defect in the communication lines or due to the fault of the Internet service provider company or person, or for an error of software, hardware or for any other reason beyond the Bank's control, the Bank is unable to provide banking services or if any data are received by the Bank erroneously, incompletely or belatedly and as a result, the Customer is unable to use the Bank's services;
- (iii) if the Customer is prejudiced in any way for a reason beyond the Bank's control in

- connection with such electronic banking services;
- (iv) if such damage arises from the unauthorized or fraudulent use of the electronic banking services unless it is a result of the Bank's imputable conduct;
- (v) for any damage originating from the failure of, or delay in, the fulfilment of the Customer's obligations set forth in the contract relating to such electronic banking services;
- (vi) for any indirect damage, consequential damage or possible loss of profit sustained by the Customer in connection with the use of such electronic banking services.

18. Deposit Transactions

18.1 The Bank shall accept deposits in Hungarian forints and foreign exchanges from the Customer. Deposits opened under the present General Business Conditions are insured in accordance with the related legal rules and EU directives by the Irish Deposit Insurance System.

18.2 The rate of interest payable on deposits is determined by the Bank according to the following interest calculation method:

$$\text{interest} = \frac{\text{principal} \times \text{interest rate} \% \times \text{number of days}}{360}$$

The Bank shall publish the unified deposit rate index ("EBKM")

calculated for deposits accepted by the Bank in the List of Conditions and shall define it in the Agreement. The Bank shall follow international practices in the case of foreign exchanges the interest on which is calculated according to different principles.

- 18.3 Unless agreed to the contrary, payment of interest on deposits shall be made at the expiry of the deposit term. If the Customer terminates the deposit prior to the maturity thereof, it shall acknowledge that with such termination, it may lose the interest or a part thereof. The interest rate to be applied, which may be fixed or variable, shall be agreed upon by the Bank and the Customer at the initiation of the deposit transaction.
- 18.4 The Bank shall deduct withholding tax, if any, from the amount of interest payable as may be required by Hungarian law. The deduction of withholding tax shall take place on the same value date on which the interest is paid.
- 18.5 The Bank generally does not deduct expenses or commissions from the amount of interest payable. In the case of certain types of deposit transactions, the Bank shall deduct expenses and commissions from the interest payable under the agreement between the Bank and the Customer and shall inform the Customer thereof.
- 18.6 The Bank shall also accept orders for the placement of deposits from

the Customer's Accounts kept with the Bank by facsimile, original letter and via electronic and Internet banking systems.

- 18.7 Unless expressly agreed to the contrary by the Bank and the Customer, the Bank shall accept orders for placing or breaking a deposit, or the modification of an order made for placing a deposit from the Customer by fixed-line telephone as well. The Customer hereby consents to the tape recording by the Bank of telephone calls relating to orders for the placement of deposits in order to protect the business interests of the Customer and the Bank. The Bank shall qualify such tape recordings as bank secret and shall handle them in accordance with the provisions of Clause 3 of the present General Business Conditions.
- 18.8 The Bank shall notify the Customer of the terms and conditions of deposit placement in writing. The Customer may lodge a complaint in writing about such terms and conditions within 15 days of receipt of such notification. In the absence thereof, the Bank shall consider the confirmed terms and conditions of deposit placement as irrevocably accepted by the Customer.
- 18.9 The Customer acknowledges that its time deposits may be used for set-off (15. Right of Set-off) against its liabilities towards the Bank.

19. Credit (Loan) Transactions

- 19.1 The Bank shall only carry out its credit transactions (including overdrafts) in accordance with the terms and conditions of a written credit/loan agreement. The Bank may maintain any type of credit limit or loan against collateral arrangements acceptable by the Bank. Such collateral may include, without limitation, a lien, mortgage (including frame mortgage and frame floating charge), cash collateral deposit as well as guarantees, surety, assignment of sales revenues acceptable to the Bank.
- 19.2 The Bank shall decide on the credit application on an individual basis and on the basis of the Customer's financial, legal and economic condition as well as the analysis and evaluation of the collateral to be provided.
- 19.3 If, as a result of a change in law or the amendment of the regulations of the National Bank of Hungary or any governmental instrumentality or authority, furthermore, as a result of changes in the money and capital markets, there shall be any increase in the costs of the Bank to provide, finance or commit any credit facility, the Customer shall reimburse the Bank any amount sufficient to pay such increased costs, taking into consideration provisions set forth in Point 2 of the present General Terms and Conditions.

19.4 The Bank may refuse to hand over the amount of the loan specified in the credit and/or loan contract if it proves that, subsequent to the conclusion of the contract, a material change occurred in the circumstances of either the Bank or the Customer as a result of which the performance of the credit and/or loan contract may no longer be expected or the credit and/or loan contract is to be terminated.

20. Bill of Exchange and Cheque Transactions, Postal Orders

- 20.1 If the Bank discounts bills of exchange or effects payments against cheques submitted to the Bank for collection, the Bank shall be entitled to debit the Customer with the sum paid plus interest thereon and expenses if such bills of exchange and cheques are not paid upon presentation thereof or if
- (i) disbursements relating to such bills of exchange and cheques are limited by law, or
 - (ii) the bills of exchange and cheques cannot be presented at all or within a certain time due to insurmountable obstacles, or
 - (iii) a moratorium has been declared, or
 - (iv) circumstances similar to those described under paragraphs (i) to (iii) arise in the country where the bills of exchange and cheques are payable, even if the Bank cannot dispose of the bills of exchange and cheques.

- 20.2 Upon request from the Bank, the Customer shall transfer to the Bank its claims arising from the legal relationship serving as a basis for the issue of the bill of exchange and all present and future rights related to the underlying transaction, including all collateral.
- 20.3 The Bank shall honour bills of exchange which are presented to the Bank for payment if the Customer has provided the necessary cover therefor and such payment does not violate any law.
- 20.4 The Bank shall perform the services defined by law in respect of payments effected by cash transfer order/express cash transfer order to the credit of bank Accounts and of disbursements on domestic and international postal orders at postal service points, within the scope defined therein, in accordance with the General Terms of Contract for Money Transaction Services and Business Rules for Money Transactions of Magyar Posta Zrt. (Private Co. Ltd.), the relevant contract between Magyar Posta Zrt. and the Bank and the relevant legal rules. The Bank shall not be liable for the services performed by Magyar Posta Zrt. in this respect or for any delay or defective performance resulting therefrom.
- 20.5 The Bank shall charge the fee stated in the prevailing List of Conditions in respect of payments effected by cash transfer order/express cash transfer order to the credit of bank Accounts at postal service points, and shall be entitled to automatically debit the Customer's bank Account affected by the payment with all fee rates and costs invoiced by Magyar Posta Zrt.
- 21. Documentary Credit**
- 21.1 The Bank shall accept requests of documentary credit (hereinafter: "Letter of Credit"). If the Bank accepts any such order, the Bank shall only open a letter of credit on terms and conditions acceptable to the Bank, including the provision of appropriate collateral. In the absence of such collateral, the Bank may refuse the request.
- 21.2 The Bank shall only accept the request to open a Letter of Credit on the Bank's form adopted for that purpose. In the event that the Customer wishes to deviate from, or to add to, the terms stated on this form, the Customer shall submit its relevant request to the Bank in writing, duly signed. The Bank shall have the right to accept or reject the deviations or additions so submitted.
- 21.3 The Customer shall submit its request for opening a Letter of Credit to the Bank in due time to enable the Bank to have sufficient time to notify the opening of such Letter of Credit to the beneficiary through its correspondent bank or directly, or, in case of confirmation, to the confirming bank. The Bank shall not be liable for any damage or loss arising

from any delay or refusal to open such Letter of Credit.

- 21.4 It shall be the sole responsibility of the Customer to provide complete and unambiguous instructions, to specify the documents and the terms under which payment to the Letter of Credit is to be effected and it is to be accepted or agreed. The Bank shall not effect any payment upon the submission of documents if such documents do not conform to the requirements stipulated in the terms and conditions of the Letter of Credit, unless the Customer authorizes the Bank in writing to accept such documents and to effect payment against them, the Bank agrees thereto, and the Customer assumes all responsibility therefor. In addition, the Customer agrees to indemnify the Bank against any damage or losses which may arise therefrom.
- 21.5 If, in the course of examining documents in connection with the use of an export Letter of Credit, the Bank made a reservation, it may redebit the Customer's Account with the amount paid if, notwithstanding discrepancies, the Bank had drawn on the amount and the issuing bank had demanded the repayment thereof.
- 21.6 The Customer undertakes to ensure that the contents of its request for opening a Letter of Credit conform to the Hungarian laws, as in force. If the Customer's order does not meet this requirement, the Bank shall refuse the execution of the order. If the

Bank incurs any damage or loss therefrom, the Customer shall reimburse the Bank therefor.

- 21.7 In executing orders related to Letters of Credit, the Bank applies the provisions published in brochure No. 600 entitled "Uniform Customs and Practices for Documentary Credit", issued and amended from time to time by the International Chamber of Commerce. The Customer shall acknowledge the document referred to above as binding upon itself.

22. Documentary Collection

- 22.1 At the request of the Customer, the Bank shall effect payments, issue commercial documents against payment or perform other transactions related to documentary collection under terms and conditions acceptable to the Bank and on the basis of orders conforming to the provisions brochure No. 522 entitled "Uniform Customs and Practices for Documentary Collections", issued and amended from time to time by the International Chamber of Commerce. The Customer shall acknowledge the document referred to above as binding upon itself.
- 22.2 The Bank shall effect payment to a third party upon the Customer's request if the necessary funds are available in the Customer's Account kept with the Bank.

- 22.3 The Customer undertakes to ensure that the order set forth in its collection request is in compliance with the Hungarian laws, as in force. If the Customer's order does not meet this requirement, the Bank shall refuse the execution of the order. If the Bank incurs any damage or cost as a result thereof, the Customer shall reimburse the Bank therefor.
- 22.4 If the Customer of the Bank is the payee of the underlying transaction of a documentary collection, the Bank and the Customer may agree that the Bank will act to submit the documents and to collect payments.

23. Bank Guarantee and Surety

- 23.1 The Bank shall accept orders at the Customer's request for the provision of bank guarantee or surety. The Bank shall only provide guarantees or sureties under terms and conditions acceptable to the Bank, including the provision of appropriate cover specified by the Bank. In the absence of such cover, the Bank may reject the order of the Customer.
- 23.2 A bank guarantee issued by the Bank in favour of a third party is an independent commitment of the Bank and shall be performed by the Bank in accordance with the terms and conditions under the guarantee. The obligations assumed in the underlying transaction shall not concern the

Bank directly unless otherwise stipulated in the guarantee itself.

- 23.3 If the Bank issues a surety bond or a bank guarantee at the instruction of the Customer and effects payment on the basis of such surety or guarantee, the Customer shall, at the Bank's first request, reimburse the Bank therefor. A possible failure by the Bank to make such a request shall not affect the Customer's above-written obligation of reimbursement. The amount paid by the Bank shall fall due at the time of such payment.

24. Foreign Exchange Transactions

- 24.1 The Bank shall effect international payments and shall perform foreign exchange transactions in accordance with the foreign exchange laws, as in force.
- 24.2 In performing foreign exchange transactions, the Bank shall enter into contracts in its own name on behalf of the Customer, without being obliged to disclose the terms and conditions of the conclusion of such transactions to the Customer.
- 24.3 The Bank shall execute orders for spot conversions as defined in its List of Conditions, as in force, at the exchange rate quoted by the Bank. The Bank shall publish its spot exchange rates in accordance with the List of Conditions, as in force. The Bank shall quote its own spot and forward exchange rates between the foreign exchanges officially quoted by the

Bank. If for any reason there is no official quotation on a particular day or for an extended period of time, the Bank shall be entitled to defer the execution of the Customer's orders until the next publication of the official exchange rates. The Bank shall not be liable for any damage arising from deferring the execution of orders for the above reason.

24.4 Unless agreed to the contrary, the Bank shall not take liability for any risk arising from exchange rate movements in the course of executing international payments and foreign exchange transactions.

24.5 The Customer hereby consents to the tape recording by the Bank of all telephone calls, either incoming or outgoing, made between the Customer and the Bank's dealers and/or the Treasury Department for the protection of the interests of the Parties in order to avoid misunderstanding or misinterpretations. Such recordings shall qualify as bank secret and may only be used as evidence in case of disputes or disagreements that may arise between the Parties, and shall be handled in accordance with the provisions of Clause 3 of the present General Business Conditions.

24.6 If the Bank provides the investment services defined in related legal rules, as Irish S.I. No. 60 of 2007 Regulation entitled European Communities (Markets in Financial Instruments) Regulations to its Customer, the

provisions of the present General Business Conditions shall not be applicable. Investment services products shall be governed by the Business Rules for Investment Services Activities of the Bank as well as the terms and conditions set forth in a separate agreement regarding investment services products, entered into between the Bank and the Customer.

IV. Collateral

25.1 The Bank shall be entitled at any time during the existence of the business relations to request the Customer to provide appropriate collateral or to supplement the existing collateral to the extent necessary to secure all claims of the Bank from the Customer, even if such claims are subject to conditions or repayment by a certain date, or are not yet due. The Customer shall promptly fulfil the Bank's request and shall pledge such additional collateral. Upon the Bank's request, the Customer shall, prior to entering into a collateral agreement, provide information, in respect of the collateral pledged by it, on the amount(s) held in deposit, the transaction(s) involved and the beneficiary (beneficiaries) thereof.

25.2 The Bank shall be entitled to determine the security value of the collateral at its sole discretion, on its own, but pursuant to the laws, as in force, and the Bank's internal regulations. The Bank reserves the right to reevaluate or cause the reevaluation of the collateral placed

at the disposal of the Customer during the term of the Agreement, in particular, with regard to the change in the market value thereof, at the expense of the Customer.

- 25.3 All assets, pecuniary values and rights pledged as collateral in favour of the Bank shall serve as collateral for all claims of the Bank against the Customer unless the use of the collateral for other purposes has been expressly stipulated.
- 25.4 The Customer shall take all required actions to maintain and safeguard the assets and rights pledged as collateral in favour of the Bank and to enforce claims used as collateral. The Customer shall inform the Bank in writing without delay of any change in the value or marketability of the collateral. If assets which are used up or substituted in the course of production or in trade and which have not been individually specified are used as collateral, the Customer shall promptly make up for the used up or sold assets.
- 25.5 Any assets or rights, including the claims of the Customer against the Bank, which have been acquired directly or indirectly by the Bank, shall be used as collateral for the then-current claims of the Bank against the Customer. All goods and documents of title, including securities, which come into the possession of the Bank or of a third party acting on behalf of the Bank from or for the benefit of the Customer shall be used as collateral for the then-current

claims of the Bank against the Customer. The lien of the Bank shall be deemed to be created in respect of such goods and securities when they come into the possession of the Bank or a third party acting on behalf of the Bank.

- 25.6 The Customer shall take out insurance at its own cost for the assets pledged as collateral to the Bank or acquired from a loan granted to it by the Bank, shall maintain such insurance and shall pay the insurance fee as stipulated in the insurance contract until the Bank has any claim against the Customer if this is stipulated by the Bank in the Agreement relating to the transaction. The insurance shall cover all risks defined in the Agreement relating to the transaction. The Customer shall assign to the Bank as provided in the insurance contract or policy a sum equal to all then-current claims of the Bank against the Customer (matured or unmatured). The Bank may use the insurance proceeds paid by the insurance company to repay the loan so provided prior to the maturity thereof if the Customer does not replace the lost or destroyed assets pledged to the Bank as collateral. Unless agreed to the contrary, any part of the insurance proceeds paid under the insurance policy, which exceeds the Bank's claim, shall be due to the Customer.
- If the Customer is obliged to take out insurance under the Agreement, the Customer may not amend or terminate the insurance contract without the prior consent of the Bank, and shall, at the

request of the Bank, hand over the insurance policy or a document which authentically proves the right of the Bank as beneficiary.

25.7 The Bank shall be entitled to verify, even at the company site of the Customer, whether the provided collateral is sufficient for covering its claims and whether the assets pledged as collateral are reasonably handled in accordance with the intended purpose thereof and safeguarded by the Customer and whether the lien of the Bank is shown on such assets.

25.8 The Bank, at its sole discretion, may release any collateral provided by the Customer if it deems that it is no longer necessary for securing its claims.

25.9 In the interest of an expedient settlement of its claims, the Bank shall be entitled to satisfy its claims from any of the assets pledged by the Customer as collateral to the Bank in the order specified by the Bank. If the Bank decides not to foreclose upon certain collateral temporarily, this shall not mean the waiver by the Bank of such collateral; the Bank may foreclose upon any collateral until it has any claim against the Customer.

25.10 Unless otherwise agreed, any costs and expenses related to the provision—including the costs of inclusion into a notarial deed—maintenance and handling of, and foreclosure upon, the collateral (including other collateral and

additional collateral) shall be borne by the Customer.

25.11 The Customer undertakes that the claims of the Bank against the Customer shall rank at all times at least *pari passu* in priority of payment and in other respects with all other commitments of the Customer.

25.12 The Customer shall not provide any collateral to any third party without at the same time providing collateral of the same nature and equally ranked to the Bank on the same asset, property or revenue (Negative Pledge).

25.13 Without the Bank's prior written consent, the Customer may not cede any collateral provided to the Bank, nor may it encumber or offer such assets, properties or revenues to a third party as collateral or for any other purpose. If the Customer violates this provision, it shall be deemed to be in a gross breach of contract, which shall entitle the Bank to apply the legal consequences set forth in Chapter VI of the General Business Conditions.

25.14 The Customer authorizes the Bank to sell, exchange, foreclose upon, collect or otherwise deal with the collateral before the Bank's claims against the Customer fell due in the interest of the foreclosability of the collateral.

V. The Bank's Rights in Case of a Breach of Contract

26.1 In the event that the Customer does not meet its payment obligation towards the Bank when due, the Bank shall enforce its claim in accordance with the laws in force, through set-off against any bank Account of the Customer held with the Bank, and/or by availing itself of the instruments of the Customer placed with the Bank when using its investment services. Upon request of the Bank or under a contract, the Customer shall authorize the Bank to enforce its claim by prompt collection order against its accounts kept with other banks. The Customer shall authorize all other banks keeping its accounts to honour the Bank's prompt collection orders.

26.2 If claims to be set off against each other are in different currencies, the Customer shall authorize the Bank to convert them at such market rates of exchange as the Bank shall in a reasonable manner and in good faith determine for the purpose of set-off. The Customer shall authorize the Bank, furthermore, that where any obligation against which the set-off is to be made is of an undefined amount, the Bank shall determine the amount of such obligation in a reasonable manner and in good faith for the purpose of set-off.

26.3 If the Customer fails to perform, in whole or in part, its obligations assumed in the Agreement or under the present General Business Conditions, or bankruptcy or voluntary dissolution proceedings are pending against the Customer,

or the occurrence of such proceedings or liquidation proceedings threatens in the reasonable assessment of the Bank, the Bank shall be entitled, upon giving written notice to the Customer, to declare its claims against the Customer towards the Bank due and payable with immediate effect and to gain satisfaction from the collateral in accordance with the laws in force.

26.4 No failure to exercise or no delay in exercising by the Bank any right or remedy shall be construed as a waiver thereof by the Bank, nor shall any single or partial exercise by the Bank of any right or remedy preclude any other or further exercise thereof.

VI. Termination by the Bank

27.1 The Bank, at its sole discretion, shall be entitled to terminate both the individual transactions (Agreements) and the entire business relationship at any time upon 20 days' notice without the obligation of offering an explanation, that is, all Agreements. In this case, the commencement date of the notice period shall be the date corresponding to the date stated in the termination notice.

27.2 The Bank may refuse to perform its contractual obligations towards the Customer in the cases permitted by law and if:

- a) after the conclusion of the contract, a material change has occurred in the conditions of the

Bank due to which the performance of the contract can no longer be expected; or

b) after the conclusion of the contract, in the opinion of the Bank, an adverse change has occurred in the economic, operational or financial condition of the Customer; or

c) after the conclusion of the contract, the Customer is in breach of its obligation set forth in the General Business Conditions or in the Agreement.

27.3 In the case of any breach of contract, the Bank may, but without prejudice to any other rights of the Bank, in a written notice sent to the Customer:

(i) terminate the Agreement with immediate effect; and/or declare due and payable in full any and all debt of the Customer and any part thereof upon first written notice of the Bank, in which case such amounts shall become due and payable upon such written notice without prejudice to the above rights; and/or

(ii) declare that the obligation of the Bank to commit or disburse any amounts giving rise to debt shall cease to exist, whereupon the Bank's obligations shall *de facto* cease to exist, and all obligations of the Bank existing under the Agreement shall also cease to exist.

27.4 The Bank shall be entitled to enforce its rights defined in Clause

27.3 in respect of an Agreement in particular in the case of the following events of breach of contract:

a) the Bank becomes aware of any fact or circumstance on the basis of which the Bank would have been otherwise entitled to refuse to disburse the loan by making reference to Section 524, subsection (1) of the Civil Code, including any adverse change in the financial, economic or other conditions of the Customer's parent company, which affects the agreements made between the Bank and the Customer and/or its parent company or the parent company's obligations securing the debt or other agreements made between the Bank and the Customer;

b) any of the circumstances listed in Section 525 of the Civil Code occurs;

c) any adverse change has occurred in the legal, financial or any other pecuniary situation of the Customer, which are considered by the Bank to jeopardize the payment obligations of the Customer towards the Bank;

d) the Customer is in default of any of its payment obligations due under the given or other Agreement, or the Customer or its subsidiaries or affiliates do not pay their debts at maturity;

- e) any incorrect or misleading declaration is made by the Customer with respect to, or in connection with, the Agreement or if the Customer has misled the Bank by stating untrue facts or failing to disclose data or otherwise;
- f) the Customer and/or a third party providing collateral fails to perform or does not contractually perform any of its obligations under the Agreement concluded with the Bank or its obligations existing under any provisions, representations, warranties or covenants provided in such agreement or in the General Lending Conditions, or any obligation existing under any ancillary obligation securing the Agreement and such failure is not remedied within 10 (ten) calendar days after notice or request therefor has been given or made to the Customer by the Bank;
- g) the Customer, a third party providing the collateral or another third party which is entitled to rights and/or may be bound by obligations on the basis of the Services provided under the Agreement is in default under any obligation, commitment or agreement associated with the debt existing under the Agreement between the Bank and the Customer;
- h) the Customer is in default of any of its obligations arising from a loan or credit agreement or any debt concluded with any third party(ies), which would entitle such third party(ies) to terminate the agreement with immediately effect and to declare the debts due and payable, even if such third party(ies) do(es) not exercise its (their) right to repay the debts prior to maturity for any reason whatever;
- i) the Customer or any company in which the Customer holds a majority interest or controlling, majority voting right or the majority owner of the Customer or the natural or legal person or legal entity having a controlling, majority voting right in the Customer becomes insolvent, or a bankruptcy or liquidation proceedings are pending against it, him or her, or the institution of a bankruptcy or liquidation proceedings appears likely, or any of such events is threatened;
- j) the liquidation or voluntary dissolution of the Customer, its subsidiaries or affiliates has been ordered or the bankruptcy thereof has been declared; or proceedings have been instituted for the liquidation or voluntary dissolution thereof or a bankruptcy proceedings have been instituted against them;
- k) the Customer fails to perform any of its payment

- obligations under a final judgment or court order;
- l) the Customer merges or consolidates into or with any other company or transfers a substantial part of its assets or properties to a third party or otherwise disposes of a substantial part of its assets or properties, or substantially changes the scope or the nature of its business activities without the prior written consent of the Bank;
- m) the Customer hinders an inspection by the Bank or fails to meet its obligation to provide information to the Bank stipulated in an agreement or under law;
- n) a secured creditor of the Customer becomes entitled to take possession of all or a substantial part of the assets of the Customer;
- o) the Customer fails to promptly comply with the Bank's request to provide collateral or additional collateral or reaffirm the collateral;
- p) all or any substantial part of the undertaking of the Customer is expropriated, nationalized, subjected to forced sale or taken into public ownership or the Customer is no longer able or entitled to exercise the rights of management, control or ownership of the same;
- q) the auditors give any audited financial statement of the Customer a negative rating;
- r) a statutory lien is created under the Civil Code over the assets of the Customer or any part thereof or a decision is rendered by any court of competent jurisdiction on the seizure of the assets of the Customer;
- s) any material change occurs in the Customer's ownership structure;
- t) any other condition or event included in the Agreement by the Parties is fulfilled or occurs.

27.4 In the event of termination, the claims of the Bank shall become immediately due and payable. In such a case, the Bank shall be entitled to exercise all its rights contained in the present General Business Conditions immediately, without giving prior notice to the Customer. After termination by notice and during bankruptcy or liquidation proceedings or any other reorganization of the Customer, and until final settlement has been made and all claims of the Bank against the Customer have been satisfied in full, the present General Business Conditions shall remain in force and applicable.

27.5 Unless otherwise provided in a contract or by law, amounts disbursed by the Bank to the Customer or to third parties with regard to the Customer shall become due and payable on the basis of the termination by notice under the present Clause VI. Until all existing claims between the Customer and the Bank are settled,

the provisions of the General Business Conditions and the individual contracts shall remain in force and applicable.

VII. Fees, Bank Charges, and Other Costs

28. Interest

- 28.1 The rate of interest payable by the Customer is set forth in the Agreement made between the Customer and the Bank.
- 28.2 If the Bank's refinancing terms change as the result of measures taken by the National Bank of Hungary and/or circumstances arising in the money market, the Bank shall be entitled to increase or decrease the rates of the set fees and interest in accordance with conditions set forth in Point I.7.
- 28.3 The interest shall be calculated by the Bank for the actual number of days elapsed and on the basis of a 360-day year in case of any overdraft or other credit or loan. The Bank follows international practices for securities and for those currencies the interest on which is calculated according to different principles.
- 28.4 In the case of the late payment of a financial debt, the Customer shall pay default interest at the rate defined by law or in a contract.
- 28.5 If the contract is terminated for whatever reason before the set maturity date thereof, the interest

shall become immediately due and payable.

- 28.6 If the Customer fails to pay the interest when due, the Bank shall be entitled to charge any of the Customer's Accounts kept with the Bank with the amount of interest due.

29. Commissions/Fees

- 29.1 Commissions, fees and other expenses charged by the Bank are set forth in the Agreement relating to the particular transaction and/or in the Bank's List of Conditions.
- 29.2 The Customer shall pay the charged commissions, fees and other expenses in accordance with the terms of the Agreements made between the Customer and the Bank and of the List of Conditions of the Bank in such a way that the Bank shall debit any of the Customer's Accounts kept with the Bank on due date.

30. Legal and Expert Costs

- 30.1 The Customer shall reimburse the Bank for any legal cost reasonably incurred by the Bank in connection with a particular matter, including fees related to the use of consultants, experts, auditors, etc.
- 30.2 The Customer shall reimburse the Bank for any costs of retaining a lawyer or legal counsel incurred by the Bank in a legal dispute between the Customer and the

Bank, unless otherwise decided by the court.

- 30.3 The Customer shall reimburse the Bank for any costs of retaining a lawyer or legal counsel incurred in a legal dispute between the Customer and a third party in or out of court.

31. Other Costs

The Customer shall reimburse the Bank for any costs incurred by the Bank in connection with the particular transaction, including, but not limited to, those arising from the use of telecommunication devices or courier service and any other services of any nature related directly to the transaction. This obligation on the part of the Customer to bear costs shall exist irrespective of whether the particular transaction has been completed or executed, whether the order has been withdrawn, or whether the commitment has been terminated for any reason.

VIII. Miscellaneous Provisions

32. Provision of Information on Outsourcing and the Temporary Transfer of Personal Data

The Bank shall state the range of outsourced activities and the service providers engaged to perform such outsourced activities in an annex to the List of Conditions. In addition, the Bank shall provide information on its

Internet website on third parties who/which may handle, store or process the Customers' data as part of their other activities pursued in the interest of the Bank.

33. The establishment of the prevailing amount payable for the Services provided by the Bank and used by the Customer shall be governed by the books and records of the Bank.

34. Settlement of Legal Disputes

- 34.1 The Customer and the Bank shall endeavour to settle any legal dispute arising from their relationship without litigation, through conciliation negotiations.

- 34.2 Unless stipulated to the contrary, in the event that the Customer and the Bank have been unable to settle their legal dispute through conciliation negotiations, the legal dispute shall be submitted to the Central District Court of Pest or the Metropolitan Court of Budapest as courts that have exclusive jurisdiction, depending on the subject-matter of the lawsuit and the amount in dispute.

35. Governing Law and Jurisdiction

- 35.1 Issues not regulated in the General Business Conditions, the General Terms of Contract, the General Lending Conditions, the List of Conditions or the individual Agreements shall be governed by the provisions of the Hungarian Civil Code, the CIFE as well as the laws of the Republic of Hungary and the laws of the Republic of Ireland mandatorily applicable due to the legal status of the Bank, as in force.
- 35.2 Unless otherwise provided in the Agreement, the Services provided by the Bank and the Agreements shall be subject to the jurisdiction of Hungary.
- 35.3 The present General Business Conditions have been drafted in the Hungarian and English languages. Both versions are equally authentic. In case of a legal dispute or a divergence in interpretation, the Hungarian language version shall prevail. The above rule shall also apply if a given agreement has been signed in both Hungarian and English between the Bank and the Customer.