



Deutsche Bank AG Hungary Branch

General Business Conditions

Accepted by: *Management of Deutsche Bank ZRt.*

on 26. 08. 1996

(on basis of resolution Nr. 30/1996 ÁBF)

Amended: 25. 09. 2003
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PSZÁF)*

14. 02. 2003

15. 01. 2005

01. 04. 2006

01. 09. 2006

01. 12. 2006

11. 03. 2009

01. 11. 2009

03. 02. 2011

01. 07. 2011

01. 12. 2011

15. 12. 2012

01. 09. 2013

01. 10. 2013

15. 03. 2014

19. 12. 2014

01. 03. 2017

GENERAL BUSINESS CONDITIONS OF DEUTSCHE BANK AG HUNGARY BRANCH

BASIC RULES GOVERNING THE RELATIONSHIP BETWEEN THE CUSTOMER AND THE BANK

Deutsche Bank AG Hungary Branch is a Hungarian financial branch office of Deutsche Bank AG (registered seat: Taunusanlage 12, 60325 Frankfurt am Main, Germany; registered under nr. HRB 30 000 by Amtsgericht Frankfurt am Main). Deutsche Bank AG Hungary Branch is always acting in representation of Deutsche Bank AG in the course of its business activities (hereinafter jointly: the Bank). The exercising of the banking and investment services licence of Deutsche Bank AG via its Hungary Branch (together the "Bank") has been acknowledged by Hungarian Financial Supervisory Authority ("HFSA") in its resolution dated on 02.03.2011 under Nr. 11932-6/2011. The Bank is the general legal successor of Deutsche Bank ZRt and of Deutsche Bank Europe GmbH Hungary Branch.

The **regulatory authorities** of the Bank are the European Central Bank (ECB) (Sonnenmannstrasse 22, 60314 Frankfurt am Main, Germany) and the German Federal Financial Supervisory Authority - Bundesanstalt für Finanzdienstleistungsaufsicht („BaFin”, Graurheindorfer Str. 108, 53117 Bonn, Németország, www.bafin.de). The National Bank of Hungary (“hereinafter: the “Supervision”)”, (1054 Budapest, Szabadság tér 8-9, Hungary; Internet: felugyelet.mnb.hu) as national regulatory authority also performs certain supervisory functions especially in the area of payment services, market surveillance and investment services.

1. Scope of application of these Business Conditions and the Special Conditions for particular business relations

(1) Scope of application

The General Business Conditions govern the entire business relationship between the customer and the Bank's domestic offices. In addition, particular business relations (such as securities transactions) are governed by Special Conditions, which contain deviations from, or complements to, these General Business conditions; they are agreed with the customer when the account is opened or an order is given.

(2) Modification of the Terms of the Contract

The Bank shall be entitled to unilaterally modify, at any time and in a way that is not unfavourable to the customer, the terms and conditions included in contracts for the provision of financial and ancillary financial services as well as investment and ancillary services, in the General Business Conditions, in its Terms of Business for Investment Service and Ancillary Service Activities, in the General Conditions for Payment Services, in additional special terms and conditions applicable to

certain business lines, and in the List of Conditions for customers - including provisions relating to interests, default interest, fees, commissions and costs.

In the event of the occurrence of any of the following conditions, either by itself or in combination with others, the Bank shall be entitled to unilaterally modify, at any time and in a way that is unfavourable to the customer, the terms and conditions included in contracts for the provision of financial and ancillary financial services as well as investment and ancillary services, in the General Business Conditions, in its Terms of Business for Investment Service and Ancillary Service Activities, in the General Conditions for Payment Services, in additional special terms and conditions applicable to certain business lines, and in the List of Conditions for customers - including provisions relating to interests, default interest, fees, commissions and costs:

- a) change in the legal and/or regulatory environment, in particular
 - changes in legislation, central bank regulation, or other provisions of the central bank affecting the Bank's activities and/or operating conditions, or changes in other legal or regulatory requirements binding upon the Bank;
 - changes in the regulatory environment governing the relationship between the Bank and the customer, in particular, laws, other legal instruments of state control, the legal acts of the European Union, legal practice of courts or authorities, and the judicial or administrative interpretation thereof;
 - increase in the Bank's public-law liabilities (e.g. taxes, duties);
 - an unfavourable change in minimum reserve requirements;
 - a negative change in the country risk index periodically published by international credit rating agencies (a recognized external credit rating institution);
- b) changes in national or international money or capital market conditions or the macroeconomic environment, in particular
 - changes in the Bank's costs of funds;
 - changes in the central bank's base interest rate, the central bank's repo (refinancing) or deposit interest rates;
 - changes in the funding opportunities in the money or capital markets;
 - changes in the money or capital market interest rates, refinancing and reference interest rates;
 - adverse movements of FX swap points and other yield curves relative to each other;
 - changes in interbank lending rates;
 - changes in the consumer or producer price index;
 - increase in the yield of government bonds;
- c) changes in the risks connected to the services provided to the customer, in particular
 - adverse change in the customer's solvency, readiness to pay, adverse change in the value or enforceability of collaterals;
 - changes in the risks or risk components of the service provided to the customer on portfolio level;
- d) adverse change in the fees, costs, expenditures and other conditions incurred by the Bank in connection with the services provided to the customer.

(3) Publication and Entry into Force of Modifications

The Bank shall communicate to the customer the unilateral modification of the terms and conditions that is unfavourable to the customer by way of public notice posted at the premises open to customers as well as published on the website of the Bank, at least 15 days prior to the effective date of the modification. The Bank may also communicate to the customer the unilateral modification of the terms and conditions that is unfavourable to the customer on paper or on a durable medium, at least 15 days prior to the effective date of the modification. The modification shall come into force upon expiration of the 15-day deadline as from the date of publication.

The Bank shall communicate to the customer the unilateral modification of the terms and conditions that is not unfavourable to the customer by way of public notice posted at the premises open to customers as well as published on the website of the Bank, no later than on the banking day

preceding the effective date of the modification. The interest rate or the exchange rate may be modified without notice and promptly if the modification is based on the change of some reference interest rate or reference exchange rate.

With regard to the communication and entry into force of unilateral modifications initiated by the Bank in connection with payment services, the General Conditions for Payment Services shall prevail.

2. Banking secrecy

(1) Banking secrecy

The Bank has the duty to maintain secrecy about any customer-related facts and evaluations which are subject to banking secrecy according to the Act CCXXXVII from 2013 on Credit Institutions.. The bank may only disclose such banking secrets concerning the customer if it is legally required to do so or if the customer has given its consent thereto in form from a public or private document fully evidencing such consent, or if it becomes necessary for the Bank, acting on its own behalf, to provide such information when selling the customer's receivables or to make claim on overdue receivables, or if the Bank is authorized to provide a banker's reference.

(2) Communication of customer-related data

Service providers being members of Deutsche Bank Group or chosen by Deutsche Bank Group at global level may be given access to customer's data handled by the Bank and being subject to banking secrecy, and that these data may be transmitted to service providers being members of Deutsche Bank Group or chosen by Deutsche Bank Group at global level, provided that such access and transmission complies in all respect with data protection and banking secrecy regulations.

(3) Business Secret

The customer is obligated to keep confidential all business secrets made known to it and is only authorised to give such information to third parties with the Bank's expressed permission. Business secret shall be any fact, information, solution, or data related to the activity of the credit institution, to the secrecy of which the credit institution has a reasonable interest, in particular specific business conditions, contracts or drafts of contracts, offers, correspondence with the customer, internal memorandums, credit reports, financial statement analysis, material intended for the customer, etc. This does not apply to documents necessarily made available to an authorized third party for accomplishing assigned tasks, provided the third party obligates itself to keep the information received confidential.

(4) Central Credit Information System

Information on operation of the Central Credit Information System, data transfer to and from the Central Credit Information System, as well as available remedies can be found in Annex 3 of these General Business Conditions.

3. Liability of the Bank; contributory negligence of the customer

(1) Principles of liability

In performing its obligations, the Bank shall be liable for any negligence on the part of its staff and of those persons whom it may call in for the performance of its obligations. If the Special Conditions for particular business relations or other agreements contain provisions inconsistent herewith, such provisions shall prevail. In the event that the customer has contributed to the occurrence of the loss by any own fault (e.g. by violating the duties to cooperate as mentioned in No. 12 of these Business Conditions), the principles of contributory negligence shall determine the extent to which the Bank and the customer shall have to bear the loss.

(2) Orders passed on to third parties

If the contents of an order are such that the Bank typically entrusts a third party with its further execution, the Bank performs the order by passing it on to the third party in its own name (order passed on to a third party). This applies, for example, to obtaining banker's references from other credit institutions or to the custody and administration of securities in other countries. In such cases, the liability of the Bank shall be limited to the careful selection and instruction of the third party.

4. Limitation of the Bank's liability / Vis major

The Bank shall not be liable for any losses caused by force majeure, riot, war or natural events or due to other occurrences for which the Bank is not responsible (e.g. strike, lock-out, traffic hold-ups, administrative acts of domestic or foreign high authorities).

The Bank shall only be liable for any direct loss suffered by the customer as a result of the Bank failing to perform its obligations with reasonable care and in cases where the loss was reasonably foreseeable by the Bank under the given circumstances.

5. Set-off limitations on the part of the customer

The customer may only set off claims against those of the Bank if the customer's claims are undisputed or have been confirmed by a final court decision.

6. Applicable law and place of jurisdiction

(1) Applicability of Hungarian law

Hungarian law shall apply to the business relationship between the customer and the Bank, unless otherwise agreed by the parties.

(2) Place of Jurisdiction

The Bank may be sued by the customer only before the court having jurisdiction at the Bank's place of incorporation if not agreed otherwise by the parties. The Bank may sue the customer before the court having jurisdiction for the bank office keeping the account or before any other competent court.

KEEPING OF ACCOUNTS

7. Periodic balance statements

(1) Issue of periodic balance statements

Provided the customer is obligated by legal regulations on keeping of accounts, or the account is opened explicitly as current account, the bank will issue a balance statement after every debit or credit entry on the customer's account. Otherwise, the Bank issues a periodic balance statement for a current account at the end of each calendar month, thereby clearing the claims accrued by both parties during this period (including interest and charges imposed by the Bank). The Bank may charge interest on the balance arising therefrom in accordance with No. 13 of these Business Conditions or any other agreements entered into with the customer. Account statements will be provided electronically to the customer on the basis of a separate agreement with the customer.

(2) Time allowed for objections; approval by silence

Any objections a customer may have concerning the incorrectness or incompleteness of a periodic balance statement must be raised not later than one month following its receipt; if the objections are made in writing, it is sufficient to dispatch these within the period of one month. The allowable period for raising objections on deposit contracts with a fixed roll-over period of at least one month is 60 days. Failure to make objections in due time will be considered approved. When issuing the periodic balance statement, the Bank will expressly draw the customer's attention to this consequence. The customer may demand a correction of the periodic balance statement even after expiry of this period, but must then prove that the account was either wrongly debited or mistakenly not credited.

8. Acceptance of Orders

Orders that are to be executed within a specified period of time have to be submitted by the customer to the Bank in good time so as to ensure that the Bank has sufficient time to execute the order. The Bank does not assume any liability for late execution of orders if sufficient time has not been given. The Bank will advise the customer of the periods within which orders that are to be executed with same day value must be received, and any changes thereof, by means of the List of Conditions. Orders that are received after the periods stated in the List of Conditions will be treated - even if accepted by the Bank - as if received on the day after the next bank working day only.

9. Reverse entries made by the Bank

(1) Reverse entry

Incorrect credit entries on current accounts (e.g. due to a wrong account number) may be reversed by the Bank through a debit entry to the extent that the bank has a repayment claim against the customer; in this case, the customer may not object to the debit entry on the grounds that a disposal of an amount equivalent to the credit entry had already been made (reverse entry).

(2) Notification to the customer; calculation of interest

The Bank will immediately notify the customer of any reverse entries made. With respect to the calculation of interest, the Bank shall effect the entries retroactively as of the day on which the incorrect entry was made.

10. Conditions For Payment Services

In other aspects the payment services provided by the Bank shall be governed also by the Conditions for Payment Services, which is an inseparable part of these General Business Conditions.

11. Risks inherent in foreign currency accounts and transactions

(1) Execution of orders relating to foreign currency accounts

Foreign currency accounts of the customer serve to effect the cashless settlement of payments to and disposals by the customer in foreign currency. Disposals of credit balances on foreign currency accounts (e.g. by means of transfer orders to the debit of the foreign currency credit balance) are settled through or by banks in the home country of the currency unless the Bank executes them entirely within its own organisation.

(2) Credit entries for foreign currency transactions with the customer

If the Bank concludes a transaction with the customer (e.g. a forward exchange transaction) under which it owes the provision of an amount in a foreign currency, it will discharge its foreign currency obligation by crediting the account of the customer in the respective currency, unless otherwise agreed upon.

(3) Temporary limitation of performance by the Bank

The Bank's duty to execute a disposal order to the debit of a foreign currency credit balance (paragraph 1) or to discharge a foreign currency obligation (paragraph 2) shall be suspended to the extent that and for as long as the bank cannot or can only restrictedly dispose of the currency in which the foreign currency credit balance or the obligation is denominated, due to political measures or events in the country of the respective currency. To the extent that and for as long as such measures or events persist, the Bank is not obligated either to perform at some other place outside the country of the respective currency, in some other currency (including local currency) or by providing cash. However, the Bank's duty to execute a disposal order to the debit of a foreign currency credit balance shall not be suspended if the Bank can execute it entirely within its own organisation. The right of the customer and of the Bank to set off mutual claims due in the same currency against each other shall not be affected by the above provisions.

DUTIES OF THE CUSTOMER TO COOPERATE

12. Duties of the customer to cooperate

(1) Customer identification

Upon opening a bank account or at the establishment of a business relationship – depending on the intended business relationship and the personal characteristics of the Customer, based on the Bank’s risk-based decision – at least the following personal identification data should be provided to the Bank:

- in case of individuals: name (birth name and married name), date and place of birth, mother’s name, citizenship, residential address, telephone number, particulars of the ID card or passport (type of document, date of issuance, issuing authority, identification document number), tax ID;
- in case of business entities: articles of association in restated form with all amendments, extract of the Company Registry or the order of the Court of Registration concerning the company and the amendments, specimen signature, VAT number, statistical code.

According to Act No. CXXXVI of 2007 on the Prevention and Combating of Money-laundering and Terrorist Financing (“Pmt” /*Hungarian abbreviation*/) and the German money-laundering act, in addition to the foregoing, the Bank shall perform Customer due diligence upon every instance of establishing a business relationship or before executing a transaction order, as well as in any other case determined in the laws (including the identification of the Customer, his/her/its attorney, authorized representative, the person(s) with disposal rights and beneficial owners, as well as data-verification). The Customer is obliged to present or make available to the Bank any identification and other documents, data and statements set forth in the laws necessary for the due diligence.

In case of identification and other documents submitted by the Customer in a foreign language the Bank is entitled to request a certified Hungarian translation thereof or to have it translated at the Customer’s expense. The Bank assumes no responsibility for any damages arising out of translation errors.

In case of certain services - based on statutory, regulatory requirements or at its own discretion - the Bank is entitled and obliged to request the Customer to submit further information or particulars for identification.

The representative (executive officer) of a legal person or an entity without legal personality Customer shall give a written statement, in a form determined by the Bank, about the beneficial owner(s) thereof, as well as the data of such beneficial owner(s) set forth in the laws. The Customer shall also give a written statement as regards the fact that (s)he/it is acting on his/her/its own name and at his/her/its own account or that of another beneficial owner. Upon the establishment of a business relationship, the Bank shall record the particulars set forth in the laws of the beneficial owner(s) and it shall perform due diligence for the beneficial owner(s) as well.

In addition, upon the Bank’s request, the Customer shall disclose to the Bank in writing any details related to his/her/its complete ownership structure together with the supporting documents (including indirect owners as well).

Refusal of disclosing the ownership structure in its entirety, or the provision of incomplete or false information shall be considered as material breach of contract and as a result, the Bank shall be entitled to terminate all its contracts concluded with such Customer with immediate effect.

The Bank is entitled and (in accordance with the laws and its own internal policies) also obliged to perform such due diligence and to review it on a regular basis. In the course of such due diligence, as well as the review thereof, the Customer shall co-operate with the Bank and supply the Bank with any and all update documents, data, statements required by it, within the time frames and format set forth by the Bank. Should the Customer fail to present or make available to the Bank the identification and other documents, statements necessary for due diligence or review, the Bank may attempt to obtain the necessary documents at the Customer's expense and to collect from the Customer any such costs it has incurred according to Clause 13 (7) of the General Business Terms and Conditions.

If the documents or data required for a complete Customer due diligence cannot be obtained by such means or if the due diligence or review cannot be performed for other reasons, the Bank may refuse to establish a business relationship, to execute of a transaction order, and it may as well terminate the business relationship with the Customer or apply the legal consequences set forth in the laws. Furthermore, by simultaneously informing the Customer, the Bank is entitled to restrict the Customer's account activities until the review is finished.

(2) Informing the Bank about changes

For the business transaction to be performed in a compliant manner, it is required that the Customer shall forthwith (but within 5 working days, the latest) inform the Bank about any changes of his/her/its name, address, as well as any identification data provided in the course of the due diligence or review under Clause 12 (1) (including the ownership structure and the identity and particulars of the beneficial owners). The Bank assumes no liability if the Customer fails to notify the Bank about any changes concerning the foregoing, or if (s)he /it supplies incomplete information or falls in delay, however, it shall be entitled to take the measures set forth in Clause 12 (1).

(3) Clarity of orders

Orders of any kind must unequivocally show their contents. Orders that are not clearly worded may lead to queries, which may result in delays. Amendments, confirmations or repetitions of orders must be designated as such.

(4) Special reference to urgency in connection with the execution of an order

If the customer feels that an order requires particularly prompt execution, the customer shall notify the Bank of this fact separately. For orders given on a printed form, this must be done separately from the order.

(5) Examination of, and objections to, notifications received from the Bank

The customer must immediately examine statements of account, security transaction statements, statements of securities and of investment income, other statements, advices of execution of orders, as well as information on expected payments and consignments (advices) as to their correctness and completeness and immediately raise any objections relating thereto.

(6) Notice to the Bank in case of non-receipt of statements

The customer must notify the Bank immediately if periodic balance statements and securities statements are not received. The duty to notify the Bank also exists if other advices expected by the customer (e.g. security transaction statements, statements of account after execution of customer orders or payments expected by the customer) are not received.

(7) Representation right

The Bank shall be entitled to verify the representation right of the Customer's representative, in the course whereof it may request the Customer to present credible proof of the representation right of its representative.

The Customer agrees to forthwith notify the Bank in writing about any restrictions, termination or any modification of the representation right recorded by the Bank, as well as about adding any further disposal rights thereto, and shall submit sufficient evidence to the latter to that effect. This notification obligation shall be applicable even if the representation right is registered by the Court of Registration (in case of associations, by the competent local Court), or if the termination or modification thereof has been entered into such registers. The Customer acknowledges that the Bank is under no obligation to examine whether the registration of such representation right by the Court of Registration / Court or the supporting resolution of the company or management board and the modification thereof has been made in compliance with the laws. The restriction or termination of the representation right shall become effective with respect to the Bank if the Customer has announced such restriction or termination thereof to the Bank and the Bank had sufficient time to implement any measures necessitated by such change.

COST OF BANK SERVICES

13. Interest, charges and out-of-pocket expenses

(1) Interest and charges

Unless otherwise agreed between the customer and the Bank, the Bank may at its reasonable discretion determine the amount of interest and the charges for any services which are provided upon the customer's instructions or which are believed to be in the interest of the customer and which can, in the given circumstances, only be expected to be provided against remuneration.

(2) Formula for the calculation of interest and charges on an annual basis

The Bank will calculate interest on the account (on deposits and loans respectively) and annualised commissions and charges by means of the following methods that are based on actual calendar days elapsed:

a)
$$\frac{\text{Capital} \times \text{Interest Rate in \%} \times \text{Calendar Days}}{360 \times 100}$$

b)
$$\frac{\text{Capital} \times \text{Interest Rate in \%} \times \text{Calendar Days}}{365 \times 100}$$

The Bank will incorporate the applicable calculation method into the relevant agreement with the customer; in the absence of such agreement, the calculation method as per a) above shall apply. The interest rate for deposits and loans respectively will be determined in the agreement with the customer; in the absence of such agreement, the rates stipulated in the List of Conditions shall apply. The Bank shall inform the customer on the minimum deposits and any changes thereof by means of the List of Conditions.

(3) Begin and end of interest calculation

The Bank calculates interest beginning with the initial value date of the deposit. The last day of the interest calculation period is:

- for sight deposits the day of withdrawal
- for term deposits: the last day of the term (for early withdrawal see #13.(6)).

Unless otherwise agreed to, the Bank credits the account with accrued interest on the last day of each month; if the last day of the month is a Saturday, Sunday, national or bank holiday, then interest is credited on the next valid business day.

Unless otherwise agreed to, the Bank credits the account of its private customers with accrued interest on the last day of each quarter; if the last day of the quarter is a Saturday, Sunday, national or bank holiday, then interest is credited on the next valid business day.

(4) Changes in interest and charges

With respect to the changes of interests, fees and charges point 1 section (2)-(3) shall be applicable.

(5) Customer's right of termination in case of changes in interest and charges

Interest adjustments and changes in charges and fees will be notified to the customer by the Bank according to point 1 section (3). If the modification of the interests and/or charges is unfavourable to the Customer, the customer may, with respect to payment services, terminate the affected agreement with immediate effect in accordance with the Bank's General Business Conditions for Payment Services.

(6) Early withdrawal

Early withdrawal by the customer of term deposits before the end of the period results in a loss of the agreed interest.

(7) External out-of-pocket expenses

The customer shall bear all external out-of-pocket expenses which occurred due to a reason outside the Bank's control and connected directly to the service provided to the customer and are incurred when the Bank provides the service requested by the customer, carries out the instructions, acts in the presumed interests of the customer, enforces its claims against the customer or when security is furnished, administered, released or realised. Furthermore the customer shall bear all costs, fees and other expenses arising from non-compliance with the cooperation obligation of the client or in connection therewith, including but not limited to the cases described in clause 12.

The amount of the external out-of-pocket expenses to be paid by the customer shall not be higher than the amount to be paid by the Bank with respect to external costs, expenses, charges, public duties.

(8) Default interest

In case of customer default on the interest or principal of a loan, the customer is obligated - in the absence of any other agreement - to pay interest of 6% p.a. over and above the interest rate of the loan for the entire time of default. In case of customer default of other payment obligations, the Bank will charge interest at a base rate of the National Bank of Hungary increased by 8%.

(9) Effective yield

The current effective yield will always be published with the List of Conditions and indicated on the individual deposit agreement.

(10) List of Conditions

Interests shall be payable and fees and commissions shall be charged, except otherwise agreed by the Parties, in accordance with the Bank's List of Conditions as amended from time to time. The costs of termination of an account are also published in the List of Conditions.

SECURITY FOR THE BANK'S CLAIMS AGAINST THE CUSTOMER

14. Providing or increasing of security

(1) Right of the bank to request security

The Bank may demand that the customer provide the usual forms of security for any claims that may arise from the banking relationship, even if such claims are conditional (e.g. indemnity for amounts paid under a guarantee issued on behalf of the customer). If the customer has assumed a liability for another customer's obligations towards the Bank (e.g. as a surety), the Bank is entitled to demand that security be provided or increased for the debt resulting from such liability even before the maturity of the debt. The right of the Bank to request security or an enhancement of security is valid and considered independent from the securities made available to the Bank under #15 and #16 of these General Business Conditions.

(2) Changes in the risk

If the Bank, upon the creation of claims against the customer, has initially dispensed wholly or partly with demanding that security be provided or increased, it may nonetheless make such a demand at a later time, provided, however, that circumstances occur or become known which justify a higher risk assessment of the claims against the customer. This may, in particular, be the case if in the opinion of the Bank

- the economic status of the customer has changed or threatens to change in a negative manner, or
- the value of the existing security has deteriorated or threatens to deteriorate.

(3) Setting a time period for providing or increasing security

The Bank will allow adequate time to provide or increase security. If the Bank intends to make use of its right of termination without notice according to No. 20 (3) of these Business Conditions, should the customer fail to comply with the obligation to provide or increase security within such time period, it will draw the customer's attention to this consequence before doing so.

(4) Duty to notify

The customer is obligated to notify the Bank immediately as to any circumstance which negatively effects or could effect the customer's ability to meet the Banks claims. The duty to notify the Bank exists especially when the customer has or is about to undergo bankruptcy or liquidation or compulsory enforcement proceedings.

(5) Right to Gratification

The Bank is authorized to use collateral to satisfy claims due against the customer, or to maintain such assets, or return them to the customer.

15. Collateral in favour of the Bank

(1) Agreement on collateral

The customer and the Bank agree that any credit balances of the customer's bank-accounts, client-accounts or securities accounts kept with the Bank shall serve as security in the form of collateral ("óvadék") according to Hungarian Civil Law for securing the Bank's claims arising from any legal relationship between the parties with respect to financial and/or investment services and/or activities auxiliary to financial and investment services or from the business relationship otherwise. The customer shall be entitled to freely dispose over the subject of the collateral until the Bank enforces the collateral. The Bank shall inform the customer without delay on the enforcement of the collateral. .

(2) Secured claims

The collateral shall serve to secure all existing, future and contingent claims of the Bank to which the Bank is entitled to arising from any legal relationship between the parties with respect to financial and/or investment services and/or activities auxiliary to financial and investment services and/or to the business relationship. If the customer has assumed a liability for another customer's obligation towards the Bank (e.g. as a surety), the collateral shall secure the debt resulting from the liability incurred even before the debt matures.

16. Direct enforcement of the collateral

The Bank has the unconditional right to satisfy its claims against the customer directly from the collateral up to the amount of the claim, if the customer does not meet any its obligations towards the Bank in accordance with the relevant agreement. In this respect the customer's duty to notify the Bank as described in clause 14(4) shall also be considered as an obligation.

17. Limitation of the claim to security and obligation to release

(1) Cover limit

The Bank may demand that security be provided or increased until the realisable value of all security corresponds to the total amount of all claims arising from the banking business relationship (cover limit).

(2) Release

If the realisable value of all security exceeds the cover limit on a more than temporary basis, the Bank shall, at the customer's request, release security items as it may choose in the amount exceeding the cover limit; when selecting the security items to be released, the Bank will take into account the legitimate concerns of the customer or of any third party having provided security for the customer's obligations. To this extent, the Bank is also obligated to execute orders of the customer relating to the items subject to the security (e.g. sale of securities, repayment of savings deposits).

(3) Special agreements

If for a specific security item assessment criteria other than the realisable value, another cover limit or another limit for the release of security have been agreed, these other criteria or limits shall apply.

18. Realisation of security

In case of realisation, the Bank may choose between several security items. When realising security and selecting the items to be realised, the Bank will take into account the legitimate concerns of the customer and any third party who may have provided security for the obligations of the customer.

TERMINATION

19. Termination right of the customer

(1) Right of termination at any time

Unless the Bank and the customer have otherwise agreed to a term or a termination provision, the customer may at any time, without notice, terminate the business relationship as a whole or particular business relationships.

(2) Termination for reasonable cause

If the Bank and the customer have agreed on a term or a termination provision for a particular business relationship, such relationship may only be terminated without notice if there is reasonable cause therefore which makes it unacceptable to the customer to continue the business relationship, after having given due consideration to the legitimate concerns of the Bank.

20. Termination rights of the Bank

(1) Termination upon notice

Upon observing an adequate notice period, the Bank may at any time terminate the business relationship as a whole or any particular relationship for which neither a term nor a termination provision has been agreed. In determining the notice period, the Bank will take into account the legitimate concerns of the customer.

(2) Termination of loans with no fixed term

Loans and loan commitments for which neither a fixed term nor a termination provision has been agreed may be terminated at any time by the Bank without notice. When exercising this right of termination, the Bank will give due consideration to the legitimate concerns of the customer.

(3) Termination for reasonable cause without notice

Termination of the business relationship as a whole or of particular relationships without notice is permitted if there is reasonable cause which makes it unacceptable to the Bank to continue the business relationship, after having given due consideration to the legitimate concerns of the customer. Such cause is given in particular if the customer has made incorrect statements as to the customer's financial status, provided such statements were of significant importance for the Bank's decision concerning the granting of credit or other operations involving risks for the Bank, or if a substantial deterioration occurs or threatens to occur in the customer's financial status, jeopardizing the discharge of obligations towards the Bank. The Bank may also terminate the business relationship without notice if the customer fails to comply, within the required time period allowed by the Bank, with the obligation to provide or increase security according to No. 14 (2) of these Business Conditions or to the provisions of some other agreement.

(4) Settlement following termination

The Bank shall allow the customer a reasonable time period for the settlement, in particular for the repayment of a loan, unless it is necessary to attend immediately thereto.

PROTECTION OF DEPOSITS

21. German Compensation Schemes

Deposits with Deutsche Bank AG Hungary Branch are subject to the German compensation scheme of Entschädigungseinrichtung Deutscher Banken GmbH (EdB), the statutory compensation scheme of German commercial banks for deposits and investments, as well as to the Deposit Protection Fund of the Association of German Banks (Einlagensicherungsfonds des Bundesverbands deutscher Banken e.V.).

- (1) German deposit and investor protection scheme (Entschädigungseinrichtung deutscher Banken GmbH - EdB)

The German Deposit Guarantee and Investor Compensation Act (Einlagensicherungs- und Anlegerentschädigungsgesetz - EAEG) implemented Directive 94/19/EC of the European Parliament and of the Council on deposit guarantee schemes and Directive 97/9/EC of the European Parliament and of the Council on investor-compensation schemes. According to this Act, deposits and liabilities arising from investment business at the private commercial banks are protected by the Entschädigungseinrichtung deutscher Banken GmbH (EdB), (Burgstraße 28, 10178 Berlin, Germany, www.edb-banken.de).

a) Right to compensation

All private individuals as well as partnerships and small corporations are entitled to compensation. Not protected are deposits of banks and financial services institutions, insurance enterprises and medium-sized and large corporations or deposits of public authorities.

b) Scope of the claim to compensation

The EdB protects:

- deposits up to a limit of € 100,000 and
- 90 % of liabilities arising from investment business, limited to the equivalent of € 20,000.

c) Compensation procedure

Creditors are notified immediately that compensation is payable. A claim to compensation must be submitted in writing by the customer to the EdB within one year of notification that compensation is payable. After expiry of this period, a claim to compensation can, as a rule, no longer be asserted. A claim to compensation is barred under the Statute of Limitations after a period of five years. Disputes about the reasons for, and the amount of, a claim to compensation may be settled through civil proceedings in German courts.

- (2) Deposit Protection Fund of the Association of German Banks (Einlagensicherungsfonds des Bundesverbands deutscher Banken e.V. (BdB))

The Deposit Protection Fund fully secures the deposits of every customer at the private commercial banks up to a ceiling of 20 % of the relevant liable capital of each bank as of the date of the last published annual financial statements. This protection extends to all "deposits held by on-banking institutions", i.e. deposits held by private individuals, business enterprises and public bodies. The deposits protected are for the main part demand, term and savings deposits and registered savings certificates. Liabilities in respect of which bearer instruments, e.g. bearer bonds and bearer certificates of deposit, have been issued by a bank are, on the other hand, not protected. The Deposit Protection Fund only covers deposits and depositors of and to the extent that these are not already secured by the EdB.

Deutsche Bank AG is a member of the German deposit and investment protection scheme as described above in (1) and (2). Details of the German deposit and investment protection scheme can be accessed through the website of Deutsche Bank AG Hungary Branch, at www.db.com/hungary under topic „German Deposit and Investment Protection” or through the website of EdB (www.edb-banken.de/publikationen) and the website of the Deposit Protection Fund of the Association of German Banks (<https://einlagensicherungsfonds.de/publikationen>).

- (3) In connection with deposits the Bank manages the following customer data:

The bank is entitled to manage and handle in its own registration systems the personal data given by the Customer. The Bank protects these personal data according to the Act on personal data protection.

Data of organizations:

- a) company name (short and full)
- b) registration number
- c) tax number
- d) statistical number
- e) registered office, business premises, branch offices
- f) identification data, position, specimen signature sheet of the company's representatives
- g) identification data of the beneficial owners as described by Pmt.

The Customer is obliged to inform the Bank without delay of the changes in the identification data given by him to the Bank.

EUROPEAN MONETARY UNION

22. Introduction of the Euro

As of 1st January, 2002, the currencies of the countries which are participating in the European Economic and Monetary Union ("participating currencies") have been replaced by the Euro. After this date the using the units of the participating currencies will no longer be possible and all services and all existing contracts are automatically changed over to Euro.

All contracts which include liabilities to pay and which are denominated in units of the participating currencies and are due after 1st January, 2002 or such liabilities whose terms or aftermaths last until after this date will have to be fulfilled in Euro. As a result all amounts which are mentioned in contracts and which are designated in participating currencies are converted into the Euro on the basis of the officially fixed exchange-rate. Starting from 1st January 2002 each reference to a participating currency contained in a contract of whatsoever kind will be replaced by a reference to the Euro based on the officially fixed exchange-rate.

The above mentioned changes do not affect the validity and the continuity of contracts which are denominated in participating currencies and therefore don't release the debtor from its obligations; furthermore these changes do not give right to the non-fulfilment of any obligation entered into and do not give the right to any party to amend a contract unilaterally, to terminate it or end it in any other way.

23. Outsourced activities

The Bank is entitled to use subcontractors in connection with the financial, auxiliary financial, investment and auxiliary investment services provided by the Bank (outsourcing). The range of activities outsourced by the Bank and the enterprises involved in such activities are listed in Appendix No. 2 of these General Business Conditions as published on the Bank's webpage.

Applicable provisions

In issues not regulated herein with respect to any legal relationship dated before the 15th of March 2014 the provisions of the Act IV. from 1959 on Civil Code, with respect to legal relationship dated on or after the 15th of March 2014 the provisions of the Act V. from 2013 on Civil Code shall be applicable.

Budapest, 1st of March 2017

BUSINESS HOURS

OF DEUTSCHE BANK AG HUNGARY BRANCH

Monday – Thursday: 8.30 – 15.00

(Cashier's Desk)

8.30 – 16.30
(Office)

Friday: 8.30 – 14.30

Lunchbreak at Cashier's Desk: daily between 13.00-13.30

By appointment also after business hours.

Information Memorandum on the Central Credit Information System

This is to inform our corporate customers about the purpose of the Central Credit Information System (CCIS), customer data transferred to the CCIS, remedies available to customers, and manner and scope of data provision from the CCIS.

1. The Central Credit Information System (CCIS)

Operation of the CCIS, data transfer to and from the CCIS, as well as available remedies are regulated in Act CXXXII of 2011 on the Central Credit Information System.

The purpose of the data transfer to CCIS is to facilitate a more differentiated assessment of credit worthiness, and to facilitate a more prudent lending environment and the mitigation of lending risks in order to ensure a secure operation of debtors and other reference data providers.

CCIS is operated by Bankközi Informatikai Szolgáltató Zrt. (H-1205 Budapest, Mártonffy utca 25-27. Phone: 361-421-2505; www.bisz.hu).

2. Transfer of data to the CCIS

The Bank as reference data provider is obliged to transfer to the CCIS the reference data of corporate customers that

- (i) enter into an agreement with the Bank for financial services, investment loan or securities lending;
- (ii) fail to meet their payment obligation deriving from the contract mentioned in (i) above and the due and unpaid debt is has been outstanding for a period of more than 30 days;
- (iii) have payables in excess of HUF 1 million for a continuous period over 30 days in queue on the company's account kept with the Bank;
- (iv) change in the data transferred previously to CCIS.

3. Customer's Reference Data stored in the CCIS

Reference data of business enterprises

3.1 General reference data:

company name; seat; registration number; identification number of private entrepreneur; tax number.

3.2 Data of financial service contract:

contract type and reference number; contract date, maturity date and termination date; way of contract termination; contractual amount; installment amount and currency and repayment method; date of events defined in point 2 (ii)-(iii); due and unpaid debt at the time of events defined in point 2 (ii)-(iii); manner and date of termination of due and unpaid debt; transfer of the claim to another reference data provider; reference to litigation; fact and date of pre-payment, pre-paid amount and amount and currency of outstanding principal debt; amount and currency of outstanding principal debt.

3.3 Data of accounts on which payables are in queue:

contract reference number; amount and currency of payables in queue; first and last day when payables were in the queue; reference to litigation.

Data are managed by CCIS for a period of five years.

4. Providing Data from CCIS

Upon transfer of reference data to CCIS, all reference data can be transferred by CCIS to other reference data providers (i.e. to other banks and investment service providers) for the purpose defined in point 1, provided the customer has consented thereto via the declaration at the end of this Memorandum. For data transfers based on point 2 (ii)-(iv), no customer consent is required.

Data may also be provided upon request from the registered person regarding his data in the CCIS.

**Deutsche Bank AG
Hungary Branch**

We acknowledge the information provided above.

The transfer by CCIS of our reference data stored by CCIS to other reference data providers according to point 4 is hereby

approved. not approved.

.....
Place Date

.....
Customer
(Legally binding signature(s) and company stamp)