



**XXXIX./B LIST OF CONDITIONS
SZÉCHENYI PROGRAM LOANS**

Valid as of 28 November 2011

I. Széchenyi Current Assets Loan		
Currency	HUF	
Interest (annual)	1-month BUBOR + 5%	
Handling fee, to be calculated as interest (annual)	0.8%	
State interest subsidy ¹ (for the whole term of the deal, i.e. for 3 years)	2%	
Fee for suretyship offered by Garantiqa Zrt.	2.2% projected on the guaranteed part of the loan amount ²	
State guarantee fee subsidy ³	50% (but maximum 0.75% of the guarantee fee projection base)	
Commissions, fees		
Description	Rate	
Contract fee (one-off)	1.5%	
Disbursement commission	By disbursement, fixed HUF 10 000	
Extra fee (projected on the difference between the prescribed and the completed account turnover) ⁴	1%	
Contract modification fee	In the case of partial early repayment	
	In the case of modifying the maturity, and thus the loan contract, too	1%, min. HUF 30 000
	Without changing the contracted amount and/or maturity	Free of charge
Default interest (annual)	Loan interest rate valid on the due date + 6.00 %	

¹ The Bank charges the net interest to the Enterprise as long as the given enterprise is entitled to use state subsidy.

² Guaranteed loan amount: loan amount*interest content multiplier*percentage of joint and several suretyship/100, where the interest content multiplier is 1.1 and the percentage of the joint and several suretyship is 80%

³ The Bank charges the net guarantee fee to the enterprise as long as the given enterprise is entitled to use state subsidy. Should the state subsidy related to the fee to be paid for the use of the joint and several suretyship of Garantiqa Hitelgarancia Zrt. not be disbursed for any reason, the Customer shall immediately pay that amount to the Bank.

⁴ The extra fee is due in every 12 (twelve) months within the coming into force of the loan contract, and on the day of the termination of the loan contract for any reason. The projection base of the prescribed account turnover is the contracted amount of the outstanding principal and the opening outstanding principal on the end of the period (at the time of the revision by the Bank). The prescribed account turnover is to be considered completed if the volume of the actually completed account turnover is at least 95% of the prescribed turnover.

Prescribed account turnover: within 363 (three hundred and sixty-three) days of the coming into force of the Széchenyi Current Assets Loan Contract, the total amount of credits made on the Bank account, excluding credits that are covered by an amount originating from a debit of an other account of the Customer within the Bank, the amount credited after the termination of a deposit contract on the basis of the deposit contract signed with the Bank, and all the amounts disbursed under the Széchenyi Current assets Loan contract, and any amounts disbursed under the loan agreements with the Bank.

Prescribed account turnover:

- Loan amount of HUF 1-10 M: account turnover of 12 months, which is at least three times higher than the loan amount
- Loan amount over HUF 10 M: account turnover of 12 months, which is at least five times higher than the loan amount



II. Széchenyi Investment Loan		
Currency	HUF	
Interest (annual)	1-month BUBOR + 4.5%	
Handling fee, to be calculated as interest (annual)	0.8%	
State interest subsidy ⁵ (for the whole term of the deal, i.e. for 3 years)	2%	
Fee for suretyship offered by Garantiqa Zrt.	1.7% projected on the guaranteed part of the loan amount ⁶	
State guarantee fee subsidy ⁷	50% (but maximum 0.75% of the guarantee fee projection base)	
Commissions, fees		
Description	Rate	
Contract fee (one-off)	1.5%	
Disbursement commission	By disbursement, fixed HUF 15 000	
Extra fee (projected on the difference between the prescribed and the completed account turnover) ⁸	1%	
Contract modification fee	In the case of partial early repayment	
	In the case of modifying the maturity, and thus the loan contract, too.	1%, min. HUF 50 000
	Without changing the contracted amount and/or maturity	Free of charge
Default interest (annual)	Loan interest rate valid on the due date + 6.00 %	

⁵ The Bank charges the net interest to the Enterprise as long as the given enterprise is entitled to use state subsidy.

⁶ Guaranteed loan amount: loan amount*interest content multiplier*percentage of joint and several suretyship/100, where the interest content multiplier is 1.1 and the percentage of the joint and several suretyship is 80%

⁷ The Bank charges the net guarantee fee to the enterprise as long as the given enterprise is entitled to use state subsidy. Should the state subsidy related to the fee to be paid for the use of the joint and several suretyship of Garantiqa Hitelgarancia Zrt. not be disbursed for any reason, the Customer shall immediately pay that amount to the Bank.

⁸ The extra fee is due in every 12 (twelve) months within the coming into force of the loan contract, and on the day of the termination of the loan contract for any reason. The projection base of the prescribed account turnover is the contracted amount of the outstanding principal and the opening outstanding principal on the end of the period (at the time of the revision by the Bank). The prescribed account turnover is to be considered completed if the volume of the actually completed account turnover is at least 95% of the prescribed turnover.

Prescribed account turnover: within 363 (three hundred and sixty-three) days of the coming into force of the Széchenyi Current Assets Loan Contract, the total amount of credits made on the Bank account, excluding credits that are covered by an amount originating from a debit of an other account of the Customer within the Bank, the amount credited after the termination of a deposit contract on the basis of the deposit contract signed with the Bank, and all the amounts disbursed under the Széchenyi Current assets Loan contract, and any amounts disbursed under the loan agreements with the Bank.

Prescribed account turnover:

- Loan amount of HUF 1-10 M: account turnover of 12 months, which is at least three times higher than the loan amount
- Loan amount over HUF 10 M: account turnover of 12 months, which is at least five times higher than the loan amount



III. Széchenyi Card Overdraft credit	
Currency	HUF
Annual fee of principal card ⁹ : In case of a credit line of HUF 500,000 In case of a credit line of HUF 1 - 2 million In case of a credit line of HUF 3 - 4 million In case of a credit line of HUF 5 - 6 million In case of a credit line of HUF 7 - 10 million In case of a credit line of HUF 11-15 million In case of a credit line of HUF 16-20 million In case of a credit line of HUF 21-25 million Partner card (card issuance fee):	HUF 15,000 HUF 30,000 HUF 50,000 HUF 70,000 HUF 90,000 HUF 120,000 HUF 140,000 HUF 160,000 HUF 4,000
The account keeping fee payable for the Bank Account in place for using the Széchenyi Card loan	HUF 0
In the case of cards issued after 1 January 2010 the annual interest rate during the period of state subsidy: ¹⁰	one-month BUBOR + 3%
In the case of cards issued up to 31 December 2009 the annual interest rate during the period of state subsidy:	one-month BUBOR + 2%
Rate of interest p.a. without State subsidy: ¹¹	one-month BUBOR + 4%
Annual handling charge: ¹²	0.8%
Annual fee payable for the joint and several suretyship of Garantiqa Hitelgarancia Zrt. during the term of the State subsidy:	0.95% in relation to guaranteed part of credit line
Annual fee payable for the joint and several suretyship of Garantiqa Hitelgarancia Zrt. without State subsidy: ¹³	1.7% in relation to guaranteed part of credit line
Rate of default interest p.a.: ¹⁴	transaction interest as in force on due date + Annual handling charge + 6%
Commissions, fees	
Description	Rate
Contract conclusion fee in case of scheduled limit reduction:	one-off 3% for the entire limit decrease

⁹ Commission of the credit decision related to Széchenyi Card, the opening and review of the credit limit, furthermore the fee of the issue of Széchenyi Card bankcard.

The payment of the card fee shall fall due on the day when the overdraft facility opens or in the case of the approval of the review application when the loan contract is prolonged for the second year. The Bank shall debit the amount of the card fee to the Customer's bank account.

¹⁰ BUBOR: Budapest Inter-bank Forint Credit Interest Rate which is fixed daily pursuant to the fixing procedure of BUBOR. The prevailing BUBOR rate is published by the National Bank of Hungary every business day in the written press (*Világgazdaság*) and in the electronic media (Reuters BUBOR page). The BUBOR rate quoted relates to transactions starting at spot value date (as of the second business day following the fixing of the interest rate).

Interest subsidy shall only be due up to the value of HUF 10 million for credit limits between HUF 11-25 million!

The rate of the interest changes with regard to any changes in the State subsidy.

¹¹ If, at any time during the term of the credit, the Customer loses his/her/its entitlement to the State subsidy for any reason, the Customer is obliged to pay interest calculated at this rate as of the day of the loss of entitlement. The Bank credits any State subsidy disbursed onto the Bank Account in every instance.

¹² The handling charge is calculated daily, in relation to the principal debt outstanding on the given day

¹³ If the State subsidy attached to the fee payable for utilizing the joint and several suretyship of Hitelgarancia Rt. are, for any reason, not disbursed, the Customer is obliged to pay the Bank the amount thereof without delay.

¹⁴ Calculated on the amount of any due but unpaid principal, interest, commission, fee and charge debt, as of the due date.

In case of exceeding the credit limit an uncovered (credited) debt is created for the amount of which the Bank shall charge late interest from the date of the debit until the date of payment of cover or the date of debt settlement.



Extra fee in case of non-compliance with the prescribed account turnover in case of contracts concluded until 07 August 2009: ¹⁵	annual 1%, calculated for the difference annual 1%, calculated for the difference of the prescribed and performed account turnover. Due: on the day following the repeated customer rating or on the day of the cessation of the Széchenyi Card contract for any reason.
The card's validity period	1 year In the case of positive review a new bank card is issued for another one year period, otherwise the validity of the Széchenyi Card also lapses upon the expiry of the Széchenyi Card Contract.

IV. OTHER TERMS AND CONDITIONS:

IV.1. Fixing of interest: the interest rate on the loan equals the 1 month BUBOR rate listed with spot value date on the first calendar day of the calendar month, i.e. on the second business day preceding the date concerned. During the interest period the interest rate is modified on the first day of every calendar month. The Bank sets the interest rate on the basis of the BUBOR in place, as specified above.

IV.2. Interest period: is the interest period set for a calendar quarter. The first interest period is an incomplete period, starting on the day of the opening of the credit and it ends on the last day of the current calendar quarter. Every subsequent interest period begins on the first day of the relevant calendar quarter and its ends on the last day of the same calendar quarter. If the first day of the interest period so identified is not a business day, the first day of the interest period is the first business day following this day.

IV.3 Due date of payment of interest and incidental charges: every calendar quarter.

IV.4 Formula of interest calculation:
$$\frac{\text{principal} * \text{number of calendar days} * \text{interest rate}}{36,000}$$

If the Customer uses an MKB service package, loan or other services, then the Bank shall provide the bank account management, deposit collection, bankcard, telephone or electronic services that are used at the same time under the conditions and for the fees, charges and costs that are defined in the list(s) of conditions applicable to this (these) service(s) mentioned above. If any of the lists of conditions includes a reference to the standard retail/corporate conditions of the Bank in respect of a service, the Bank shall apply the conditions, fees, charges and costs that are defined in the list of conditions that concerns the given service.

During the term of validity of the contract entered into with the Customer, the Bank is entitled to alter any of the terms and conditions stated in the present List of Terms and Conditions, subject to any changes in the conditions prevailing on the market and any changes in the State subsidy. The Bank will inform the Customer of any such changes in the dailies *Világgazdaság* and by way of announcements posted on the Bank's premises open to customers. Should there be any difference between the texts printed in the above dailies and the text of the announcement posted on the Bank's premises open to customers, the text posted on the Bank's business premises governs.

Other terms and conditions are laid out in the lists of conditions entitled V2 Corporate Account Keeping and V7 Corporate General and Special Regulations as may be modified from time to time.

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¹⁵ Prescribed account turnover: means an account turnover of at least three times the loan amount in case of Széchenyi Card loans of HUF 6-10 million and at least five times the loan amount in case of Széchenyi Card loans of HUF 11-25 million.
Prescribed account turnover: In 363 (three hundred sixty three) days from the Széchenyi Card contract entering into force the total amount of the credits performed on the Bank account, which does not contain the credits the coverage of which is an amount debited to any other bank account of the Customer kept at the Bank, or an amount credited after the cessation of a deposit agreement based on a deposit agreement concluded with the Bank furthermore all the amounts disbursed based on the Széchenyi Card contract and all amounts disbursed based on every effective loan agreement concluded with the Bank. The total amount of the items credited in foreign exchange is taken into account at the HUF counter-value calculated by the MKB Bank middle rate valid on the day following the repeated customer rating, respectively on the day of terminating the Széchenyi Card agreement for any reason.