MKB Bank Nyrt.
(Váci utca 38, H-1056 Budapest, Hungary)

Business Rules
consolidated with subsequent amendments

on performing investment service activities and
providing supplementary services

29 December 2021

The English translation of these Business Rules has been prepared with the best care and intention for the convenience of customers. In case of any conflict between the present translation and the Hungarian text, the latter shall prevail.
TABLE OF CONTENTS

I. GENERAL PROVISIONS
   1. Scope of the Business Rules
   2. Legal status of the Bank and resolutions licensing the activity
   3. Investment service activities, supplementary services and their subjects
   4. Contractual relationship between the Bank and the Customer
      4.1 Agreement on investment services
      4.2 Rules relating to customer screening
      4.3 Procedure preceding the conclusion of agreements
      4.4 Refusal to conclude an agreement
      4.5 Method of accepting orders
      4.6 Common rules of accepting orders received by telephone or fax
      4.7 Special rules of accepting orders received by telephone
      4.8 Special rules of accepting orders received by fax
      4.9 Special rules of accepting orders received electronically, of making legal declarations and entering into a contract electronically and electronic channels
      4.10 Recording of telephone calls and electronic communication, making declarations over the telephone
      4.11 Performance of the Agreement
      4.12 Consideration for and security of performance of investment services
      4.13 Reuse of collateral received
      4.14 Amendment and termination of agreements
      4.15 Settlement of accounts
   5. Rules of liability
   6. Complaints management
   7. Protection of investors and securities secret and trade secret
      7.1. Protection of customer claims, measures serving to protect customer financial instruments and funds
      7.2. Other investor protection provisions
      7.3. Procedure upon change of the Bank's activity
      7.4. Securities secret
      7.5 Trade secret

II. SPECIFIC PROVISIONS ON EACH INVESTMENT SERVICE
   8. Consignment activities (acceptance and execution of orders for the benefit of the Customer)
      8.1. General rules of consignment activities
      8.2. Types of stock exchange spot and futures consignment orders for securities which Customers may give
      8.3. Non-standardised option purchase or sale
      8.4. Orders for participation in the auctions for government securities
8.5. Commission brokerage activity attaching to selling and buying of financial instruments (acceptance and forwarding of orders)
8.6. Terms used in securities consignment agreements
9. Trading activities (own-account trading)
10. Underwriting (placement of financial instruments subject to the commitment of buying instruments)
11. Organisation of offering of securities and related services (placement of financial instruments without the commitment of buying instruments)
12. Custody of securities, custodial services and other related services relating to materialised securities
12.1. General common rules of the custody of securities and custodial services
12.2. Specific rules of securities custody
13. Rules on keeping of bank accounts
13.1. General provisions governing accounts that the Bank may keep for Customers
13.2. Keeping consolidated securities accounts
13.3. Blocked securities sub-account
13.4. Customer accounts
13.5. Special provisions for the accounts with portfolio management by MKB-Pannónia Alapkezelő Zrt.
13.6. Procedure in the event of a Customer’s death
14. Consulting services for corporate customers
15. Investment consulting
16. Investment analysis and financial analysis
17. Provision investment loans
18. Portfolio Management

ENTRY INTO FORCE OF THE BUSINESS RULES
Annex No 1: MKB branches and business hours
Annex No 2: Sample contracts
Annex 2/1: Consolidated Securities Account and Customer Account Contract
Annex No 2/2a: Securities Purchase Agreement
Annex No 2/2b: Investment Unit Purchase Contract
Annex No 2/3: Consignment Contract for the Purchase/Sale of Securities
Annex No 2/4/a: Contract on the Conclusion of Stock Exchange Futures Transactions
Annex No 2/5/1: Custody Agreement
Annex No 2/5/2: Customer Account Agreement
Annex No 2/6: General Agreement for Investment Services Related to Foreign Securities
Annex 2/7: Portfolio Management Contract
Annex 4: Conflict of Interests Policy of MKB Bank Nyrt.
Annex 5: Outsourced activities relating to investment service activities and supplementary services

Annex 6: Allocation rules applied under the portfolio management service
GENERAL PROVISIONS

1. Scope of Business Rules

1.1. These Business Rules stipulate the general contractual conditions of the investment services and supplementary services provided by MKB Bank Nyrt. (the ‘Bank’). The provisions set out herein shall apply to all business relationships relating to investment services and supplementary services established between the Bank and the Customer (collectively the ‘Parties’) also without a separate stipulation to that effect.

1.2. The Parties may depart from the provisions set out in these Business Rules or in the sample contracts constituting an annex hereto in any contract only if such departure does not contravene the legislation, the rules of the stock exchange or of any other regulated market, other trading location or the clearing house or central depository regulations.

1.3. Any investment service activities engaged in on the OTC market with the financial instruments listed in Sections 3.3.4 to 3.3.11 of these Business Rules (not including transferable securities) shall be governed by the provisions of the Bank’s Business Rules on OTC Treasury Services. The general terms of contract for custodial activities performed for pension, insurance and health funds and collective investment instruments are set out in the Business Rules on Fund Custodial Services and the Business Rules on Custodial Services for Securities and Real Estate Funds Serving Investment Purposes. In matters not regulated in these business rules, the provisions of these Business Rules and the Business Rules referred to in Section 1.4 shall apply.

1.4. Issues not regulated herein shall be governed by Chapter I entitled ‘General Provisions’ of the Business Rules on Bank Account-keeping, Deposit Collection and Related Services (the ‘General Business Rules’) (excluding Sections 1.2.2 and 1.3.4 thereof), and by all provisions of the Business Rules expressly referred to herein and the provisions of legislation in force regulating the relevant legal relationship.

1.5. The Bank is entitled to consideration (fees and commissions) for its services provided to Customers. The considerations for services regulated herein are set out in the relevant contract or list of terms and conditions. The List of Terms and Conditions forms part of these Business Rules.

1.6. These Business Rules and the List of Terms and Conditions relating to investment services and supplementary services may be unilaterally amended by the Bank for reasons other than those specified in the General Business Rules, including the introduction of new fees or charges. In the case of any difference between these Business Rules and the General Business Rules, the provisions of these Business Rules shall prevail.

1.7. The Bank shall publish any amendment of the Business Rules concerning fees, charges or other conditions, which are unfavourable to Customers, on its premises open for customer service and also on its website 15 (fifteen) days prior to the effective date of such amendment.

1.8. For the purposes of these Business Rules, natural and non-natural persons for whom or which the Bank performs investment services and/or provides supplementary services
qualify as Customers. Furthermore, natural and non-natural persons who or which contacts the Bank in order to use services qualify as Customers.

1.9. Terms written with initial capitals, used in these Business Rules and not specifically defined, shall have the meaning ascribed thereto in the General Business Rules.

2. Legal status of the Bank and resolutions licensing the activity

2.1. For the purposes of these Business Rules, the Bank is a credit institution performing investment service activities and providing supplementary services.

2.2. The Bank has been registered by the Court of Registration of the Metropolitan Tribunal under company register No 01-10-040952.

2.3. The Bank performs its financial service and supplementary financial service activities based on the licences issued by the State Banking Supervision under number 57/1993 and reinforced by the resolution of the State Financial and Capital Market Supervision (its legal successor is Magyar Nemzeti Bank) under number 975/1997/F.

2.4. The business-like performance of investment services and supplementary services was licensed to the Bank by resolution No 41.005/1998 (February 27) of the State Financial and Capital Market Supervision and resolutions No III/41.005-3/2001 (August 7) and 41.005-5/2002 (December 17) of the Hungarian Financial Supervisory Authority (its legal successor is the Magyar Nemzeti Bank). Mailing address of Magyar Nemzeti Bank (National Bank of Hungary): Magyar Nemzeti Bank, 1850 Budapest, web: www.mnb.hu.

2.5. Under resolution No 79/2001 of the Budapest Stock Exchange, the Bank is entitled to trade at the Budapest Stock Exchange.

3. Investment service activities, supplementary services and their subjects

3.1. The Bank may provide the following investment services:

3.1.1. acceptance and forwarding of orders;
3.1.2. execution of orders for Customers;
3.1.3. own-account trading;
3.1.4. portfolio management;
3.1.5. investment consulting;
3.1.6. placement of financial instruments (securities or other financial instruments) subject to the commitment of buying the instruments (underwriting);
3.1.7. placement of financial instruments without commitment to buy the instruments (financial instruments).

3.2. The Bank may provide the following supplementary services:

3.2.1. custody and record-keeping of financial instruments and keeping of related customer accounts;
3.2.2. custodial services and keeping related securities accounts; in the case of printed securities, record-keeping thereof and keeping of customer accounts, except for keeping (central) securities accounts at the top tier level in Section A, point 2 of the Annex to Regulation (EU) No 909/2014;
3.2.3. providing investment loans;
3.2.4. consulting and services related to capital structure, business strategy and related issues, mergers and acquisitions;
3.2.5. investment analysis and financial analysis;
3.2.6. services related to underwriting.

3.3. The subjects of the investment services are the financial instruments listed in Sections 3.3.1 to 3.3.11

3.3.1. transferable securities;
3.3.2. with the exception of payment instruments, instruments issued in series and held as monetary claims that do not qualify as securities and are traded on the money market (money-market instruments);
3.3.3. securities issued by collective investment entities;
3.3.4. options, stock exchange futures transactions, swap transactions and OTC futures interest rate agreements related to securities, foreign exchange, interest rates or yields, emission allowances or other derivative instruments, financial indices or financial measures, and any other derivative transactions, which may be performed by way of physical delivery or may be settled in cash;
3.3.5. options and stock exchange futures transactions, swap transactions and OTC futures transactions related to goods and any other derivative transactions that are to be settled in cash or may, according to the choice of one of the parties to the given transaction, be settled in cash, not including the expiry of the performance deadline or any other reason for cessation;
3.3.6. options, OTC futures transactions and swap transactions related to goods and any other derivative transactions that may be performed by way of physical delivery, provided that they are traded on a regulated market, in a multilateral trading system or in an organised trading system, except for wholesale energy products traded in organised trading systems, shall be physically settled (physically delivered) in accordance with the provisions of Article 5 of Commission Delegated Regulation (EU) 2017/565 (the ‘MiFID2 Regulation’);
3.3.7. options, stock exchange and OTC futures transactions, and swap transactions related to goods, which have the characteristics of other derivative financial instruments not coming under Section 3.3.6, and any other derivative transactions that may be performed by way of physical delivery and do not serve trading purposes in accordance with the provisions of the MiFID2 Regulation;
3.3.8. derivative transactions serving the purpose of the transfer of credit risks;
3.3.9. financial agreements relating to differences;
3.3.10. options, stock exchange futures transactions, swap transactions, OTC futures interest rate agreements or any other derivative transactions related to climatic and weather variables, haulage charges, inflation rates or any other official economic statistics, which are to be settled in cash or which may, according to the choice of one of the parties to the
transaction, also be settled in cash, not including the case where the reason for cessation is the expiry of the deadline for performance or something else;

3.3.11. other derivative transactions attached to instruments, rights, obligations, indices or measures not mentioned in the paragraphs above, which have any of the characteristics of the other derivative instruments, including the case where they are traded on a regulated market or in a multilateral trading system, as well as the derivative transactions defined in Article 8 of the MiFID2 Regulation.

For the purpose of these Business Rules, the provisions applicable to financial instruments shall also apply to structured deposits.

4. Contractual relationship between the Bank and the Customer

4.1. Agreement on investment services

4.1.1. The Bank shall provide investment services and/or supplementary services exclusively on the basis of and within the framework of an agreement concluded with the Customer. Unless the agreement entered into by and between the Bank and the Customer provides otherwise, the Hungarian language shall be used for the purposes of liaison, and any legal dispute that may arise between the Bank and the Customer shall be governed by the rules of Hungarian law. If the Customer does not understand the Hungarian language or the language of the legal declaration drawn up in writing, in the form of a private document, then the procedure shall be governed by the provisions of Section 4.2.13 of Chapter I entitled ‘General Provisions’ of the General Business Rules.

The Bank is entitled to make available certain information materials to Customers also in a language other than Hungarian, provided that the relevant information material is not available in Hungarian. It shall be deemed acceptance by the Customer of multilingual information if, in the knowledge of the fact that the information made available to him or her was not only in Hungarian, he or she still enters into the relevant agreement or makes the relevant declaration.

The last sentence of Section 4.1.1 cannot be applied in any legal relationship that falls within the scope of the old Civil Code.

4.1.2. The performance of services set out in Sections 3.1.1 to 3.1.4, as well as in Sections 3.2.1 to 3.2.3 is conditional upon the Customers concluding a consolidated securities and customer account contract and, in respect of Section 3.2.1, upon the Customers concluding a custody and customer account agreement. If the service provided under Sections 3.1.1 to 3.1.3 and 3.2.1 to 3.2.2 is pertaining to financial instruments issued by a foreign issuer, then an additional pre-condition of the provision of service is the Customer concluding the relevant general agreement with the Bank. Otherwise, in the lack of such general agreement, the Bank only accepts sale and transfer orders for foreign financial instruments.

4.1.3. The conclusion of the agreement concerning standardised futures transactions and non-standardised derivative transactions is conditional upon an agreement
between the Customer and the Bank in accordance with the provisions of Section 4.6.1 hereof on the acceptance of orders given by the Customer by phone.

4.1.4. In the communication between the Bank and the Customer, in providing information by email, the Bank shall send the individual information documents without encoding and encryption to the Customer’s email address provided to the Bank. Data transmission by email may entail risks and the information forwarded may become known to unauthorised persons; in connection with this, the Bank excludes its liability for any damage that may be sustained by the Customer.

4.1.5. Information sent by the Bank by email shall be deemed to have been communicated.

4.2. Rules relating to customer screening

4.2.1. Customer screening and verification of personal identity during the business relationship:
At the time of establishing a business relationship, the Bank shall record the identification data of the Customer, the Representative, the Authorised Person, and the person entitled to give instructions, in a retrievable way, as well as – upon becoming eligible for preferential terms – of the beneficiary under the laws on the prevention of money laundering and combating the financing of terrorism (the ‘Customer Screening’), and verify personal identity (the ‘personal identity verification’). The Bank shall also carry out the Customer Screening and personal identity verification in all cases when it is required by the law or when an Authorised Person of the Customer or a Representative of a non-natural person Customer whose Identification, or personal identity verification has not been carried out yet, wishes to sign an agreement or an order. The Customer, its Representative and/or its Authorised Person and the person entitled to give instructions shall present and provide to the Bank the documents of personal identification and other instruments prescribed by law for Customer Screening and personal identity verification. When the documents are presented to the Bank, the Bank shall verify and record the validity of the presented documents for the purpose of personal identity verification.

The Customer shall, at the Bank’s request, make available information on the source of funds to the Bank and shall submit documents relating to the source of funds for inspection in order to verify such information and shall complete a declaration of source of funds. In order to verify the Customer’s identity, the Bank shall make a copy of the document containing the identification details and submitted by the Customer for inspection in order to appropriately fulfil the obligations specified in the Act on the prevention of money laundering and combating the financing of terrorism and to fully perform the customer due diligence obligation. The Bank may take the measures for Customer Screening also in a secure, protected manner specified by the Supervisory Authority and operated by the Bank, by means of an electronic communications device audited in advance.

4.2.2. Documents of identification in the case of natural person Customers:
4.2.2.1. in the case of Hungarian citizens:
a. personal identification document (paper), provided that it contains the address of the holder, or  
b. identity card together with the official address card, or  
c. passport together with the official document indicating the address of the holder, or  
d. driving licence (card only) together with the official document indicating the address of the holder.

4.2.2. In the case of non-residents:

a. passport, or  
b. identity card issued by a foreign authority, provided that it entitles the holder to reside in Hungary, or  
c. document verifying the right of residence in Hungary or entitling to residence.

4.2.3. Documents of identification in the case of non-natural person Customers:

4.2.3.1. In the case of resident non-natural persons, the documents of identification are the following:

a. for economic organisation extract from the trade register issued not more than 30 days previously, or if registration is in progress, the application for registration submitted to the court, the deed of foundation (articles of association), as well as the tax registration sheet (unless the certificate of registration contains the tax number and the statistical code);  
b. in the case of private entrepreneurs a document issued not more than 30 days previously certifying that the business licence of the entrepreneur or a certification on the registration thereof has been issued, tax number (in lack of the tax number, the application for registration submitted to the authority);  
c. for any other organisation, a document on registration issued by the competent authority or the court not earlier than within thirty (30) days, or, in lack of such document, the application for registration submitted to the authority or the court, the deed of foundation (articles of association), as well as the tax registration sheet (unless the extract from the trade register contains the tax number and the statistical code).

4.2.3.2. In the case of non-resident non-natural persons:

A document proving registration under the laws of the country of origin issued not more than 30 days previously or a certificate of registration, the deed of foundation (articles of association) and a document suitable for certifying the right of representation of the natural person entitled to represent the Customer (unless the document submitted in proof of registration does not indicate the person entitled to represent the Customer). In case of doubt, the Bank may require other certificates and documents for the purpose of carrying out the identification and personal identity verification procedure.

4.2.3.3. If the document provided by the Customer for identification and/or in proof of his right of representation is of foreign language, the Bank is entitled to request a certified Hungarian translation thereof, or have it translated into the Hungarian language at the Customer’s expense with
the Customer’s consent. The Bank shall be liable for damages arising from the fact that the document is false or falsified or its translation is not correct only in the case of its gross negligence.

4.2.3.4. In case a document is issued by a foreign authority, the Bank may request that the Customer have it certified by the Hungarian foreign representation authority according to the place of issuance or to submit a copy thereof with an enclosed Apostille pursuant to Law Decree No 11 of 1973 on the Publication of the Hague Convention dated 5 October 1961 on the Omission of the Diplomatic or Consular Certification of Public Documents.

4.2.4. Screening of Customers with Politically Exposed Person (PEP) status

4.2.4.1. In the course of Customer Screening, the natural person Customer shall make a written statement for the Bank in person or by means of a safe, protected electronic communications device operated by the Bank and specified and audited in advance by the Supervisory Authority whether he or she qualifies as a politically exposed person. If the Customer qualifies as a politically exposed person, the statement shall also indicate the category of politically exposed persons as defined in the legislation on money laundering, as in force, and the statement shall include information on the source of funds.

4.2.4.2. The Bank shall refuse to establish a business relationship or perform a transaction order if the natural person Customer does not provide a statement at the Bank’s request in the manner specified in Section 4.2.4.1 as to whether he or she qualifies as a politically exposed person or, if he or she qualifies as a politically exposed person, does not make a statement on the source of funds.

4.2.5. Rules of indicating the identification data and the beneficial owner

4.2.5.1. Based on the documents presented in accordance with the provisions set out in Sections 4.2.2 and 4.2.3 following the establishment of personal identity, the Bank shall enter into its records the data complying with the stipulations of the laws on the prevention and impending of money laundering and terrorist financing effective from time to time, as well as the Customer’s signature provided to the Bank in the signature registration form (the ‘ID Data’). Registration involves the details that the Bank is obliged to enter into its records according to the legislative provisions, as in force, and the Bank is entitled to enter into its records any further data that may be requested on the basis of a risk sensitivity approach under the relevant legislative provision if it considers them to be necessary for preventing money laundering or the financing of terrorism or if there is a risk that the Customer Screening process cannot be performed without any doubt or delay without such supplementary data.

4.2.5.2. In the course of Customer Screening, the natural person Customer shall make a written statement for the Bank in person, or by means of a safe, protected electronic communications device operated by the Bank and specified and audited in advance by the Supervisory Authority whether he or she acts or gives a transaction order on behalf or in the interest of
the beneficial owner, or if a natural person actually exercises management or control over his or her activities in another way. The statement in respect of the beneficial owner may be issued of general effect, provided that the Customer shall also be obliged to make a case-by-case statement if, in the case of a particular transaction, the beneficial owner is different from the person indicated in the general statement concerning the beneficial owner. The representative of a non-natural person Customer shall, on the basis of accurate and up-to-date records kept by the Customer, make a written statement on its beneficial owner in person or by means of a safe, protected electronic communications device operated by the Bank and specified and audited in advance by the Supervisory Authority for the Bank.

4.2.5.3. When business relationship is established, the Bank registers the ID data of the beneficial owner as defined in the legal rules of law on the prevention and impeding of money laundering and terrorist financing in force. The Bank shall also request that the Customer make a statement whether its beneficial owner qualifies as a politically exposed person. If the beneficial owner is a politically exposed person, the statement shall include the specific section of the Act on the prevention of money laundering and combating the financing of terrorism, as in force, on the basis of which he or she qualifies as a politically exposed person.

4.2.5.4. If, during the term of the agreement concluded with the Customer, the Bank has at any time any doubt regarding the identity of the person of the beneficial owner, it will refuse to conclude any other agreement or perform any other order until the Customer has made a written statement as required by the Bank, or it will terminate the existing business relationship. Any loss or damage resulting from failure to provide such statement shall be borne by the Customer.

4.2.5.5. The Bank shall accept a transaction order from a Customer, a Representative or an Authorised Person only upon completion of the Customer Screening process.

4.2.5.6. The Customer shall notify the Bank immediately of any changes in the ID data provided by him or her to the Bank or the identity of the beneficial owner. The failure to fulfil this information obligation constitutes serious breach of contract and damages arising in relation to such failure shall be borne by the Customer.

4.2.5.7. The Bank shall at any time be entitled to carry out the Customer Screening or require any supplementation thereof. The Bank shall refuse to perform any transaction via a payment account in respect of the Customer concerned on the order of the Customer, the establishment of a business relationship, the conclusion of the agreement or the execution of the transaction order, or shall terminate the existing business relationship, i.e. the Bank is entitled to immediate termination if the Customer, the Representative, the Authorised Person or the person entitled to give instructions:
   a. fails to present the documents of identification required by law; or
   b. fails to provide the Bank with such documents at the time of concluding the agreement; or
   c. hinders the Customer Screening in any other way; or
d. fails to make a statement concerning the beneficial owner or a 
   repeated statement concerning the owner at the Bank’s request; or 

e. delays data supply without good reason; or 

f. supplies false information; or 

g. does not make available information on the source of funds to the 
   Bank or refuses to submit the document relating to the source of 
   funds for inspection at the Bank’s request before the set deadline.

4.2.5.8. At the Bank’s request, the Customer, except for natural persons, shall 
reveal its ownership structure (also including its indirect owners) in 
accordance with the stipulations of the Bank and shall provide the data, 
listed in the following sentence, of the natural persons who directly or 
indirectly hold at least 25% ownership ratio or voting right in the 
Customer or exercise actual management or control in another way 
(ultimate owners). The Bank keeps record of the following data of the 
ultimate owner: 

a. last name and first name; 

b. last name and first name at birth; 

c. date and place of birth; 

d. home address or, in the absence thereof, place of residence; 

e. citizenship; 

f. the nature and extent of ownership interest.

4.2.5.9. At the Bank’s request, the Customer shall submit the document for 
inpection in order to verify the details relating to the person and 
identity of the beneficia

4.2.5.10. The refusal to reveal the ownership structure and/or to provide the data 
of the natural persons who are indirect owners as specified in Section 
4.2.5.8, the fulfilment of such requests with incomplete or untrue 
content or also to submit the document specified in Section 4.2.5.9 
shall qualify as a gross breach of contract, based on which the Bank is 
entitled to terminate all contracts of the Customer concluded with the 
Bank with immediate effect.

4.2.5.11. The non-resident non-natural person Customer not registered by a 
court of registration or another authority in Hungary has to certify 
every two years from the execution of the agreement that he is still on 
the registry of the authority who has registered it, in accordance 
with the rules applicable to the Identification to be carried out at the time of 
concluding the agreement.

4.2.5.12. If no order was fulfilled to the debit or credit of the account kept by the 
Bank during a period reaching two calendar years, not including the 
transaction orders with a term of several years, the Bank shall call upon 
its Customer in writing or in the manner specified in the contract within 
30 days to state the changes in the details, with the proviso that the order 
may not be fulfilled on the account until the identification details are 
provided.

4.2.6. Customer Screening measures performed by other service providers 
4.2.6.1. The Bank may occasionally determine from which bank(s) and other 
service provider(s) – authorized to make available the results of 
Customer Screening measures pursuant to the legal rules of the
prevention and impeding of money laundering and terrorist financing – accepts data, copies of documents and certificates registered in the course of Know Your Customer measures. The Bank is furthermore entitled to occasionally examine separately whether data registered for the Identification and personal identity verification of the Customer or the beneficial owner, as well as the copy of any other documentation certifying personal identity may be made available to other banks or service providers.

4.2.6.2. Only in possession of the written consent of the Customer concerned may the Bank make available data registered for the purpose of Identification and verification of the Customer or the beneficial owner, as well as the copy of any other available documents at written request to other service providers, specified under the legal rules of law on the prevention and impeding of money laundering and terrorist financing in force.

4.3. **Procedure preceding the conclusion of agreements**

4.3.1. The Bank’s obligation to provide preliminary information

4.3.1.1. As part of its investment service activities and supplementary services, the Bank shall provide the Customer or prospective contracting party with the information referred to in Section 43 of Act CXXXVIII of 2007 on investment businesses and commodity exchange service providers and the rules governing the activities they may perform (the ‘Investment Services Act’) and set forth in Articles 45 to 51 of the MiFID2 Regulation.

4.3.1.2. Means of information provision referred to in Section 4.3.1.1:

   (a) these Business Rules of the Bank, in particular, but not exclusively, the following annexes thereto:
   
   - list of the Bank’s head office, branch offices and other contact details (telephone and fax numbers, email address and website address) and business hours;
   - sample contracts used by the Bank for its investment services and supplementary services;
   - schedule of fees for investment services and supplementary services, the List of Terms and Conditions;
   - the Bank’s Execution Policy;
   - the Bank’s Conflict of Interests Policy;
   
   b. the Bank’s MiFID Product Brochure;
   c. the Bank’s other customer information and product brochures;
   d. preliminary information of fees and charges;
   e. the Bank’s website at www.mkb.hu:
      www.mkb.hu/befektetesekkel-capcsolatos-tajekoztatasok;
   f. MKB Telebankár’s information service (06 (80) 333-660).

4.3.1.3. Unless otherwise provided by the agreement made between the Customer and the Bank, the Bank shall fulfil its obligation to provide information in accordance with the provisions of Article 3 of the MiFID2 Regulation, at the Customer’s option, in writing, on another durable data carrier (via email, an electronic channel) or on its website.
4.3.1.4. The Bank is entitled to send information to the Customer in a hard copy even if the Customer has chosen to be informed on the website or by electronic means.

4.3.1.5. In the case of eligible counterparties, unless agreed to the contrary with the Customer, the Bank shall fulfil its statutory obligation to provide limited preliminary information on its website and/or a durable data carrier (in particular, by email and by sending SWIFT messages).

4.3.1.6. The Bank does not provide preliminary information on charges and fees to Customers qualifying as eligible counterparties. An exception to this is if the financial instruments involving investment services provided to an eligible counterparty Customer contain derivative elements and the eligible counterparty wishes to offer them to its Customers. The Bank is entitled to rely on the Customer’s declaration on the existence of these conditions.

4.3.1.7. The Bank provides preliminary information on charges and fees on the website in relation to orders made electronically.

4.3.2. Classification of Customers
(Classification of Customers as retail or professional Customers or eligible counterparties)

4.3.2.1. As part of its investment service activities and supplementary services, prior to the conclusion of an agreement, the Bank shall classify the prospective contracting party as a retail Customer or professional Customer as defined in Sections 48, 49 and 51 of the Investment Services Act and shall manage the Customer following the entry into force of the agreement in accordance with that classification.

4.3.2.2. The Bank shall notify the Customers in writing of:
   a. their rating;
   b. any change in its rating;
   c. the conditions under which the Customers may request the alteration of their classification and the legal consequences thereof.

4.3.2.3. The Bank shall treat its Customers qualifying as professionals under the Investment Services Act or at request in the same way as its Customers classified as retail Customers, thus it shall, among other things, provide them information due to Customers classified as retail Customers.

4.3.3. The Bank’s obligation to obtain preliminary information
(Fitness and appropriateness test)

4.3.3.1. As part of its investment consulting activities, prior to the conclusion of the agreement or, in the case of a general agreement, prior to the execution of an order, the Bank shall duly perform the fitness test regulated in Section 44 of the Investment Services Act and, as part of its other investment services, the appropriateness test regulated in Section 45 of the Investment Services Act in connection with the Customer.

4.3.3.2. If the prospective contracting party or the Customer is a natural person, the Customer shall perform the fitness and adequacy tests in person.
4.3.3.3. If a natural person’s acting capacity is limited or precluded by law, an official decision or a court order, he or she may also proceed and make declarations via his or her statutory representative, carer, guardian or the guardian authority in the course of the fitness and adequacy tests.

4.3.3.4. In the case of non-natural person Customers, the Bank shall subject the person entitled to represent the Customer by virtue of the law or authorised to sign (sign for the company) on behalf of the Customer to a fitness and appropriateness test. If the fitness assessment relates to a legal entity requesting that it be treated as a professional Customer under Section II of Annex II to Directive 2014/65/EU, the financial situation and investment goals of the legal entity and the knowledge and experience of the person authorised to execute transactions on behalf of the Customer shall be assessed.

4.3.3.5. In the case of non-natural person Customers, the Customer shall ensure that when certain investment services are used the person acting on its behalf has experience and knowledge of a level that is at least the same as that of the appropriateness test set for the Customer in respect of the financial instruments, transactions and services that use from the Bank or in respect of which they give orders. For this reason, the Bank does not conduct separate appropriateness tests relating to persons acting on behalf of non-natural person Customers.

4.3.3.6. During the fitness tests, the Bank shall obtain all information from the prospective contracting party or Customer which it needs for understanding important facts about the Customer and for being able to determine the following with respect to the specific transaction to be offered whether:

a) it meets the Customer’s investment goals, including the Customer’s risk tolerance;

b) by virtue of the nature of the transaction, the Customer may financially bear the related investment risks corresponding to his, her or its investment goals;

c) by virtue of the nature of the transaction, the Customer has the experience and knowledge required for understanding the risks associated with the transaction.

4.3.3.7. As part of its investment advice, the Bank shall do the following before entering into an agreement or, in the case of a general agreement, before executing an order:

a) it shall ascertain that the knowledge or the experience or risk bearing capacity relating to the financial instrument or transaction constituting the subject-matter of the agreement or order of the prospective contracting party or the Customer is appropriate for making well-founded investment decisions;

b) it shall find out the prospective contracting party or Customer’s earning situation and investment goals to the extent necessary for fulfilling the provisions of the Agreement; in order to offer transactions or financial instruments adjusted to its circumstances, conforming to its loss-bearing capacity and suitable for achieving its investment expectations.
4.3.3.8. As part of the appropriateness test, the Bank shall request a declaration from the prospective contracting party or the Customer on his or her knowledge of and experience in
a. the essence of the transaction covered by the agreement;
b. the characteristics of the financial instrument involved in the transaction;
c. in particular, the risks thereof,
in order to ensure that it will provide services relating to transactions and financial instruments indeed suitable to the Customer.

4.3.3.9. If, as a result of the adequacy test, the Bank comes to the conclusion that the financial instrument or transaction set forth in the agreement is not adequate, the Bank shall draw the attention of the prospective contracting party or Customer thereto in writing.

4.3.3.10. If the prospective contracting party or Customer fails to supply the information necessary for the adequacy test or the Bank finds the information supplied unsatisfactory, the Bank shall draw the attention of the prospective contracting party or the Customer in writing to the fact that, in that case, the Bank is unable to determine the adequacy of the financial instrument or transaction set forth in the agreement.

4.3.3.11. The Bank shall not be bound by the obligation to obtain preliminary information about eligible counterparties in the event of receiving and forwarding orders and executing orders to the Customer’s benefit and in the case of own-account trading and related supplementary services.

4.3.3.12. If, when the fitness and appropriateness test is conducted, the information provided by the Customer changes subsequently, the Customer shall initiate a new appropriateness and fitness test to be conducted by the Bank in order for the Bank to have accurate and up-to-date information about the Customer at all times.

4.3.4. Protection of personal data

4.3.4.1. With respect to the management of the ID and contact data of the contracted relationship managers and the management of personal data of other concerned persons specified in Section 4.3.4.5, the Bank is classified as data manager, for which reason, prior to the conclusion of the contract, it will inform its customers about the management of personal data in harmony with the content of Section 4.4 of Chapter I. of the Business Rules.

4.3.4.2. The purpose of managing the personal data of the relationship managers is taking the steps necessary in the interest of concluding the contract, the performance of the content of the contract and the maintenance of communication related to the fulfilment of the contract. Personal data are managed for 5 years after the termination of the customer relation or until the claim substantiated by the contract relationship can be enforced.

4.3.4.3. During the performance of the services under the effect of this present Business Rules the management of the personal data of other concerned persons included in Section 4.3.4.5 can also become necessary, the purpose of which is to take the steps necessary to conclude the contract, the performance of the content of the contract or its legal enforcement. Personal data are managed for 5 years after the termination of the customer relation.
relation or until the claim substantiated by the contract relationship can be enforced.

4.3.4.4. The concerned person must provide his/her personal data in the interest of performing the contract. If the concerned person does not provide his/her personal data necessary for the Bank, the Bank may not provide the service or may not provide the service in the usually expected quality.

4.3.4.5. Persons among concerned persons are particularly but not exclusively the following:

- guarantor,
- persons extending other collateral and persons undertaking additional commitment,
- lien obligor,
- beneficiary,
- heir;
- authorised person;
- legal representative, guardian, custodian;
- witness

4.4. **Refusal to conclude an agreement**

4.4.1. The Bank is not obliged to accept the Customer’s contractual offer. The Bank shall publish the range of securities acceptable for custody management or usually traded under consignment or purchase agreements in its List of Terms and Conditions.

4.4.2. The Bank shall refuse to conclude an agreement in the course of the customer screening procedure if the Customer fails to hand over the identification documents to the Bank or fails to make the written declaration in connection with the beneficiary owner or fails to make a comprehensive declaration or if a natural person residing abroad fails to make a written declaration whether he or she qualifies as a politically exposed person under the laws of his or her own country.

4.4.3. If the Bank has any doubt at any time during the existence of the contractual relationship as to the identity of the Customer’s beneficiary owner, it shall refuse to conclude all further agreements and to execute all unilateral instructions until the Customer satisfies the Bank’s request for a written declaration.

4.4.4. The Bank shall refuse to conclude an agreement and to execute orders received on the basis of a general agreement in force if:

a. it were to amount to insider trading or the manipulation of the market;

b. it were to contravene the legal rules or the regulations of a regulated market, the stock exchange of a third country satisfying the conditions of a regulated market, a central counterparty or the central depository;

c. the Customer refused to identify him or herself or to verify his or her identity and if identification or the verification of the Customer’s identity was, for any other reason, unsuccessful;

d. the Bank failed to gain access to the information necessary for the fitness test or the result of the fitness test does not permit
the provision of the service requested in respect of the given financial instrument for the Customer.

4.4.5. The Bank shall, without delay, report the refusal to enter into an agreement or to execute an order on the basis of Section 4.4.4(a) to the Magyar Nemzeti Bank (the ‘Authority’).

4.5. **Method of accepting orders**

4.5.1. Any brokerage or sale and purchase agreement concluded with the Bank to the debit or the credit of the financial instruments or funds recorded on the consolidated securities and customer account, any offer made by the Customer relating such agreements, as well as any subscription statement shall be considered as instruction over such consolidated securities and customer account and also as an order.

4.5.2. Any instruction over the consolidated securities and customer account under Section 13.1.4 hereof, including also agreements between the Bank and the Customer on encumbering any funds and financial instruments recorded on consolidated securities accounts and customer accounts as collateral, shall be considered as an order as well.

4.5.3. The Bank shall accept orders, which are in harmony with the provisions of these Business Rules, from its Customers during its business hours only in the following ways:
   a. if the Customer attends in person in the business premises and offices open to the public;
   b. based on the Customer’s written order, if the Customer signs the order in such a way that the Bank may identify the signature on it and sends the same to the Bank by mail or personal delivery;
   c. by telephone or fax, provided that the acceptance of the order has been undertaken by the Bank in accordance with 4.6.1 hereof;
   d. in the form of electronic orders as set forth in Section 4.9.

4.5.4. In the course of concluding the agreement for the consolidated securities account the Customer shall submit to the Bank, in a way specified by the Bank the persons entitled to representation. The relevant provisions of the General Business Rules shall be applicable to reporting persons authorised to give disposals, to revoking and amending their right of disposal and to the acceptance and utilisation of their specimen signature.

4.5.5. The persons reported by the Customer as entitled to representation may exercise their right to sign following their identification and verification of their personal identity. In the lack of compliance with the foregoing the Bank is entitled to refuse the fulfilment of the order and/or the conclusion of an agreement.

4.5.6. The Bank shall compare the specimen signatures made available to it with the submitted signatures. The Bank shall refuse to perform the order and shall send back to the Customer the document containing the instruction if the signature on it has not been reported to the Bank or, if such signature well recognisably differs from the specimen signatures reported to it.

4.5.7. Non-natural person Customers are entitled to give orders for transactions subject to the obligation to report transactions if they have provided their legal entity identification codes (the ‘LEI code’) to the Bank. In the absence of a LEI code, the Bank will not provide services aimed at transactions resulting in the
obligation to report the transaction. The following shall qualify as transactions subject to the obligation to report the transaction:

a. purchase and sale of financial instruments, provided that the financial instrument in question:
   - is admitted to the market or traded at a trading location or is a financial instrument in respect of which an application for the authorisation if its admission to the market has been submitted; or
   - is a financial instrument in the case of which the underlying financial instrument is traded at a trading location; or
   - is a financial instrument in the case of which the underlying financial instrument is a basket or index containing financial instruments, which is traded at a trading location;

b. conclusion and closing of derivative transactions;
c. increase or decrease of the nominal amount of the derivative transactions.

4.5.8. If the Customer informs the Bank that the Customer grants the right to give exclusive instructions to the portfolio manager holding a licence to perform portfolio management activities on his, her or its consolidated securities and customer account, the Bank shall send the Contract Confirmation and the subsequent information under the Investment Services Act, except for account statements, to the portfolio manager, provided that the details necessary for the Bank are available.

4.6. Common rules of accepting orders received by telephone or fax

4.6.1. The Bank shall accept orders by telephone or fax only upon registration of the password used for customer identification submitted in advance in writing by the Customer. The Bank shall accept orders by telephone also if the Customer has applied for the TeleBANKár service as regulated in Chapter V, Section 20 of the Bank’s General Business Rules. Unless otherwise provided by these Business Rules, orders received by telephone via the TeleBANKár service shall be governed by Chapter V, Section 20 of the Bank’s General Business Rules.

4.6.2. The Bank and the Customer are entitled to terminate the agreement on acceptance of orders received by telephone or fax concluded under Section 4.6.1 hereof with immediate effect in writing without giving reasons thereof. Precondition of the Customer’s such termination is that the Customer performs its obligations vis-à-vis the Bank and/or vis-à-vis any third persons in respect of stock exchange transactions and shall not have any open positions. The agreement on the acceptance of orders by telephone or fax shall be terminated automatically upon termination of the agreement on the consolidated securities and customer account.

4.6.3. The Customer shall bear the risk in case he or any of its employees, agents and/or others, who misuse the password, or if TeleBANKár service is involved the Customer Code or the PIN code in their possession in any direct or indirect way and/or intentionally or negligently.

4.6.4. The Customer hereby acknowledges that the Bank shall consider the following as the revocation of an order given by telephone or fax: (a) if the line is cut in the course of the conversation or the transmission of the fax message, (b) if the call or the transmission of the fax message is unauthorised as is recognisable by the Bank, (c) if the fax message sent is not legible.
4.7. Special rules of accepting orders received by telephone

4.7.1. In case the password used for customer identification has been registered by the Bank, or the Customer is entitled to use the TeleBANKár service as set out in Section 4.6.1 hereof, the Customer is entitled to give orders by telephone to the Bank for arrangements concerning consignment and/or trading activities, furthermore to ask information by telephone on the balance of his, her or its consolidated securities account and/or customer account and/or any transactions thereon. The right to give instructions regarding the accounts under Section 13.1.4 hereof may be exercised by telephone in a limited way, exclusively by giving transfer orders for crediting the consolidated securities, customer and other bank accounts of the Customer kept with the Bank to the debit of his consolidated securities and customer accounts with the Bank.

4.7.2. Acceptance of orders by telephone shall be deemed as an oral contract concluded between the Customer and the Bank. The Bank is entitled to execute the orders received by telephone and/or to provide information, without any further inquiry or examination, in case the caller provides the Customer’s name, the password used for customer identification and the instructions relating to the transaction, or approaches the Bank through the TeleBANKár service. At the end of the conversation, the Bank shall verbally repeat the orders given by telephone and shall verbally request the Customer’s declaration of acceptance.

4.7.3. The contract and the subscription statement made by telephone shall be subsequently committed to writing by the Bank in accordance with the contents of the order on the same day on which the order was received by telephone (the ‘Agreement Confirmation’) and the Bank shall send it via an electronic channel to the Customer on the following banking day. If the Customer does not have an electronic channel, at its option, the Bank will send the Agreement Confirmation to the Customer by fax if the fax number has been provided or by email or by post. Lack of subsequent incorporation in written form of the oral contract or the subscription statement has no effect on its validity or effectiveness.

4.7.4. The Customer shall check the Agreement Confirmation within two business days from the arrival thereof into the mailbox of the electronic channel (in the case of PC Bankár: inbox messages, in the case of NetBankár: Notices, in the case of NetBankár Business: Notice) or in the lack of an electronic channel of receipt thereof in order to verify whether its content is identical with the content of the contract concluded or subscription statement made by telephone or via the electronic channel. If, in the opinion of the Customer, any discrepancy between the contract or the subscription statement and the Agreement Confirmation exists, the Customer shall inform the Bank of its objection without delay. If the objection is well-founded, the Bank shall correct the Agreement Confirmation.

4.7.5. The contents of the Agreement Confirmation shall be considered accepted if the Customer does not raise any objection against the content thereof within the above deadline.

4.7.6. During the objection or correction of the Agreement Confirmation, the Bank and the Customer shall act in good faith and in mutual cooperation.

4.7.7. The Customer shall familiarise him or herself with the relevant prospectus and management rules, other documents for a similar purpose and the Key Investor Information prior to giving any order by telephone for purchasing investment
units of public open-ended investment funds and financial instruments qualifying as retail investment package products (e.g. structured bonds and certificates). Key Investor Information on the financial instruments sold by the Bank is available free of charge at the Bank’s branches or on the Bank’s website.

4.7.8. The Customer shall familiarise him or herself with the prospectus, base prospectus, information sheet, final terms and conditions or any other documents with a similar purpose prior to providing any subscription statement by telephone. Such documents are freely available at the Bank’s branches or on the Bank’s website.

4.7.9. Fulfilling orders accepted by telephone shall be governed in any other aspects by the provisions of these Business Rules applicable to the performance of the Agreement.

4.8. Special rules of accepting orders received by fax

4.8.1. Orders given by fax shall be accepted by the Bank exclusively from Customers entitled also to give orders by telephone.

4.8.2. In case the password for the identification of Customers has been registered by the Bank, the Customer is entitled to give orders by fax to the Bank for arrangements concerning consignment and/or trading activities, furthermore to exercise by fax his, her or its right to give orders regarding his, her or its consolidated securities account and/or customer account.

4.8.3. A precondition of fulfilling orders received by fax is that the Customer provides his, her or its password to the Bank by telephone. The recording and record-keeping of such telephone call and the storage and use by the Bank of the contract or subscription statement sent by fax shall be governed mutatis mutandis by the provisions of the section on the rules for accepting orders received by telephone. After the telephone call, the Bank shall record the order given by fax in its own records systems and shall execute the order in accordance with the provisions of these Business Rules applicable to orders.

4.8.4. If the Customer has provided his, her or its fax number to the Bank, the Bank is entitled to perform any of its obligations to provide information by sending notice to this fax number.

4.9. Special rules of accepting orders received electronically, of making legal declarations and entering into a contract electronically, and electronic channels

4.9.1. The Customer may give the Bank orders electronically via the Bank’s NetBANKár, NetBANKár Business, MKB Online-Trader (MOT) and PC Banker service, and – where the Bank provides the opportunity – VideoBANK service (collectively the ‘electronic channel’). The Customer may also make legal declarations and enter into contracts specified by the Bank by using the electronic channel. The Bank shall provide a possibility for the Customer to make declarations and to enter into agreements by electronic means in respect of the declarations and agreements specified by the Bank even if the Customer does not expressly have an agreement ensuring the use of investment services by electronic means in respect of the relevant electronic channel. The list of investment services which may be used electronically, the terms and conditions of the provision of such services and the fees thereof are stated in the List of Terms and Conditions of
Investment Services and the contract called Application and Confirmation (application form) necessary for the electronic submission of orders.

4.9.2. The general contractual terms and conditions of the NetBANKár, NetBANKár Business, PC Banker, and VideoBANK electronic service are stated in the Bank’s General Business Rules and in the Lists of Terms and Conditions.

4.9.3. Chapter V, Sections 20–23 of the General Business Rules shall, in other respects, be duly applied to orders, legal declarations and contracts received electronically unless these Business Rules provide otherwise. The subsequent commitment of orders received by electronic means to writing shall be governed by the rules of these Business Rules applicable to Agreement Confirmations.

4.9.4. Any contract concluded electronically qualifies as a written contract, which is registered and subsequently made accessible by the Bank.

4.9.5. In regard to technical issues concerning contract concluded electronically, the Customer information is available on the platform of the specific electronic channel.

4.9.6. Regarding contracts entered into electronically, errors arising in the course of the electronic recording of data will be identified and corrected prior to making contractual legal declarations, within the framework provided by the given electronic channel.

4.9.7. The conclusion of a contract on a consolidated securities and customer account via the VideoBank electronic channel shall be deemed an initial agreement entered into in accordance with the provisions of Act XXV of 2005 on the Distance Marketing of Consumer Financial Services (“Distance Marketing Act”), in respect of which the Bank provides information, in compliance with Section 3 (5) of the Distance Marketing Act, in the scope of its obligation to provide preliminary information as set forth in Clause 4.3.1 of these Business Rules.

4.10. Recording of telephone calls and electronic communication, declarations made over the telephone

4.10.1. The Bank shall record at least the telephone calls and electronic communication that affect transactions concluded in own-account trading and customer order services relating to the receipt, forwarding and execution of orders (i.e. consignment and trading activities).

4.10.2. At the Customer’s request, the Bank shall make available to the Customer a copy of the recorded version of telephone calls and electronic communication with the Customer. The Bank shall be bound by this obligation for 5 years following recording or, at the request of the competent authority, for up to 7 years.

4.10.3. Within the subjects and cases specified by the Bank the Customer shall be entitled to make certain declarations (e.g. “declaration made on the method of NON marketing purpose customer communication”) by telephone. During making declaration by telephone the Customer shall identify him/herself with the customer identification password, via TeleBankár or the personal banking code word. The Bank shall not be obliged to accept declarations made by telephone. The Bank may draw up the declarations made by telephone in writing and may send them the Customer. Should according to the judgement of the Customer the content of the declaration drawn up in writing differ from the declaration made by telephone the Customer shall immediately contact the Bank.
to clarify the reasons for the difference. Should the Customer not question the declaration drawn up in writing within two business days following the date of the declaration made by telephone, the latest, it must be considered that the Customer made his/her declaration with the content drawn up in writing. With respect to the subjects and cases specified by the Bank the Customer shall be entitled to amend his/her previous declarations made in writing by telephone. In this case the Bank shall consider the latter to be governing.

4.11. **Performance of the Agreement**

4.11.1. The Bank shall proceed to fulfil the accepted orders if the Customer provides full cover for them (securities and/or cash). The Customer shall ensure that the cover of the transaction is made available to the Bank, and/or shall reimburse the amount, if any, paid by the Bank in advance for the purposes of fulfilling the order. The Customer shall make available to the Bank the registered materialised securities offered as cover for the order, or constituting the subject-matter of the transaction, endorsed in blank.

4.11.2. The Customer acknowledges that in the event that the Bank performs transactions with financial instruments at a trading location (on a regulated market, in a multilateral trading system or in an organised trading system), it shall proceed in accordance with the provisions of the rules of the trading location, as in force; in the event of the distribution of government securities, in accordance with the provisions of the terms of business of the Hungarian State Treasury and the Government Debt Management Agency; furthermore, in both cases mentioned above and with regard to any other transaction performed with the involvement of a clearing house or the central depository or a central counterparty, in accordance with the rules, as in force, of the clearing house or the central depository or the central counterparty. Transactions performed on a foreign stock exchange or any other regulated market shall be performed in accordance with the rules of the foreign stock exchange, regulated market and clearing house or of the central counterparty or the central depository.

4.11.3. Unless the Customer provides otherwise, the Bank shall execute the Customer’s order in the most favourable way, in accordance with the provisions set forth in the execution policy constituting an annex to these Business Rules. In the course of the execution of an order given by the Customer, the Bank shall immediately and accurately record the order and shall immediately execute any otherwise comparable orders in the order of the registration of the orders and shall, without delay, notify the retail Customer if it becomes aware of circumstances which may prevent the execution of the order.

4.11.4. If the Bank itself performs the executed order or agreed to keep track of the performance of the order in the agreement, it shall make every reasonable effort to ensure the immediate and accurate crediting onto the Customer’s consolidated securities account or customer account of the financial instruments or funds received in the course of the performance of the executed order which constitute the Customer’s property.

4.11.5. The order given by the Customer need not be executed immediately if

- the order given by the Customer has a limit price;
- the order cannot be executed under the prevailing market conditions;
- it were to curtail the Customer’s best interests.

In the event of the application of paragraphs b) and c), the Bank shall, without delay, notify the Customer thereof.
4.11.6. The Bank shall not accept any limit price orders which cannot be entered in the trading system.

4.11.7. The Bank shall attempt to execute orders received in respect of its trading and consignment activities in connection with financial instruments by the time stated in the List of Terms and Conditions (cut-off time) on the same business day (in the case of a stock exchange order, on the same stock exchange business day), while in the case of orders with identical contents, in the order of receipt. In the case of spot stock exchange transactions, the dealer shall have attempted to execute the order by entering the order in the electronic stock exchange trading system. The Bank is entitled to execute or to attempt to execute orders received beyond the above cut-off time as of the first banking day (in the case of stock exchange orders, stock exchange business day) following the day of receipt until the expiry or possible revocation of the order. An exception to the obligation of execution according to the chronological records is a case where the Customer exempts the Bank from this obligation and gives an instruction for the continuous execution of its order in instalments.

4.11.8. The Customer shall supply security for covering any financial risks that may arise from its stock exchange futures position and shall maintain the same until the closing of the positions in accordance with the provisions of the General Agreement ‘on the Execution of Standardised Stock Exchange Futures Transactions’ constituting an annex to these Business Rules.

4.11.9. In order to evaluate his, her or its open stock exchange futures positions, the Customer shall contact the Bank by telephone or other means of communication on every banking day.

4.11.10. The Customer shall call the Bank’s attention to any omissions or mistakes and shall forthwith answer all questions addressed to it for the purposes of performing the agreement. Damages resulting from failure to do so and from the provision of incorrect data shall be borne by the Customer.

4.11.11. Unless the Customer has provided for otherwise, the Bank shall perform the stock exchange deal at the price stipulated by the Customer (limit price). The time of performing the order shall be conditional upon the feasibility of the limit price on the market. The Customer is entitled to the price difference resulting from the performance of the deal at conditions more favourable than the limit price. If the Stock Exchange regulation permits, in the absence of an appropriate counteroffer, the Bank is entitled to conclude the purchase agreement with the Customer for its own account.

4.11.12. The Bank shall notify the Customer of the execution of the order without delay but on the trading day following the execution of the order, at the latest, or if the Bank executed the order with the involvement of a third party, on the business day following the receipt of such third party’s certificate, unless the Customer also receives the same information from the third party without delay. The Bank sends notices to the mailbox of the electronic channel for Customers using such an electronic channel but at the Customer’s request the Bank shall also provide the Customer notices on paper in exchange for a fee stated in the List of Terms and Conditions.

4.11.13. In the case of futures and option transactions, the Bank shall send to the Customer a notice on opening of positions on the next business day following the relevant day. If the position is closed, at the Customer’s request, the Bank shall prepare a detailed statement which shall encompass the financial collateral
made available to the Bank, the amount of profit and loss on exchange, the costs of the stock exchange deal, the tax base and the amount of the deducted tax.

4.11.14. The Customer shall inform the Bank within three business days if a notice expected by the Customer from the Bank at a certain time is not received by the Customer in time.

4.11.15. Unless the Customer comments on or makes objections against a notice sent to it as required by phone, in person, by fax or mail within 3 business days of receipt, the Bank shall deem the contents of such notice acknowledged and accepted by the Customer.

4.11.16. The Bank is entitled to correct wrong credit and debit entries and incorrect confirmations relating to the performance of agreements as soon as they are discovered, and the Customer shall be immediately notified thereof. This right of the Bank is not limited in time.

4.11.17. Customers is entitled to request additional information concerning the status of their orders and the balance of their accounts kept with the Bank any time without limitation. The costs of such information are set out in the Bank’s List of Terms and Conditions.

4.11.18. The Bank shall prepare a report on the financial instruments and funds constituting the Customer’s property or due to the Customer monthly, in the form of an account statement for the last day of the month, containing the information stated in Sections 69 and 69/A of the Investment Services Act and shall send it to the Customer by the 10th business day of the subsequent month. The obligation of reporting shall not extend to deposits placed with the Bank.

4.11.19. If the Bank offered or sold financial instruments or provided preferential investors’ information to customers in relation to financial instruments and has been in regular contact with the customer over the year, the Bank provides a subsequent annual report on all the costs and fees attaching to both the financial instruments as well as to the investment and ancillary service(s) (“Subsequent Information on Costs”).

4.11.20. The Banks shall send the Subsequent Information on Costs to the Customer until 30 April of the year following the base year. The Bank does not provide Subsequent Information on Costs to a customer classified as eligible counterparty. An exception to this is if the financial instruments involved in the investment service provided to a customer classified as an eligible counterparty contain derivative components and the eligible counterparty intends to offer such components to its customers. The Bank is entitled to rely on the declaration made by the Customer regarding the existence of such conditions.

4.11.21. The Bank shall at all times perform the obligations relating to assessment, payment and deduction of taxes under the tax laws in force from time to time.

4.12. Consideration for and security of performance of banking services

4.12.1. The Customer shall pay the Bank for its services the fees, interest rates and costs specified in the agreement, and/or the Bank’s List of Terms and Conditions in force from time to time in case the agreement does not encompass provisions to that effect.

4.12.2. The Bank is entitled to a statutory pledge on the Customer’s account receivables as collateral securing its receivables from its account management services. Consequently, the Bank may reduce the balance of any of the Customer’s customer account or payment account kept by it with the amount of its
receivables arising from account management. This provision shall be applied *mutatis mutandis* also to securities account receivables, with the proviso that the statutory pledge due to the Bank shall be enforced in accordance with the rules of these Business Rules and the Civil Code applicable to satisfaction from security deposits and the right of pledge.

4.12.3. The Bank shall be entitled to the right of set-off in accordance with the appropriate provisions of the General Business Rules.

4.12.4. Provided that the agreement between the Bank and the Customer provides so, the Bank has a right to use any dematerialised securities registered on the Customer’s combined securities account as a security deposit (the ‘General Security Deposit’) to secure any outstanding financial claim from the Customer. The Customer may dispose of the dematerialised securities, serving as General Security Deposit only with the Bank’s consent. The consent shall be considered granted until the Bank exercises its right to block the security deposit or to enforce its claim from it. Unless the contract provides otherwise, the General Security Deposit will not be blocked on the Customer’s combined securities account with the exception specified in Section 4.12.7.5. The General Security Deposit does not apply to the blocked dematerialised securities serving as individual collateral or to the dematerialised securities that have been blocked by the Bank for a third party on a blocked securities sub-account, attached to the Customer’s combined securities account based on a specific agreement in that regard.

4.12.5. To secure specific legal transactions, the Bank is entitled to a security deposit (the ‘Individual Security Deposit’) established in a separate contract, on securities recorded on the combined securities account, whereby the subjects of the Individual Deposit are blocked on the blocked securities sub-account, attached to the Customer’s combined securities account. The Individual Security Deposit shall take precedence over the General Security Deposit.

4.12.6. If there is a specific contract in that regard, the Bank is entitled to a security deposit, established as a pledge, on materialised securities kept by the Bank as a custodian or as a deposit.

4.12.7. With regard to the opening of the Bank’s right to enforce its claim from the collateral (pledge or security deposit) the provisions of the legal regulations and Business Rules, effective at the time of establishment of the security deposit/pledge shall be applied. With regard to security deposits established on 1 October 2016 or later, the provisions below shall be applied:

4.12.7.1. The Bank may enforce its claim from the security deposit when the secured receivable falls due and is not performed (opening of the claim satisfaction right).

4.12.7.2. While enforcing its claim from the security deposit, the Bank may sell the subject of the security deposit, on behalf and in the name of the non-consumer Customer, without any prior notification to the non-consumer Customer, if the subject of the security deposit is traded on the stock exchange.

4.12.7.3. If the subject of the security deposit is not traded on the stock exchange, and providing that the Bank does not exercise its right of direct claim satisfaction, the Bank shall notify the Customer in writing of its intention to sell the security deposit. At least 10 (ten) days shall pass between the prior notification and the sale. The prior notification
is governed by the provisions of the Civil Code. Apart from judicial enforcement, the Bank may exercise the right to satisfy its claims against consumer Customers only with direct enforcement or when, following the opening of the right to enforce a claim, it entered into a written agreement with the Customer on the method of the sale of the subject matter of the security deposit by the Bank.

4.12.7.4. When the Bank’s claim satisfaction right opens, it may acquire the ownership title to the subject of the security deposit with a unilateral declaration addressed to the Customer up to the amount of the secured claim, providing that the subject of the security deposit is any securities with a market price, listed on the stock exchange or in some other public trade, or any securities representing a pecuniary claim in an amount, which may be defined irrespective of the Parties at the particular date.

4.12.7.5. The Bank may block the general security deposit on the blocked securities sub-account attached to the Customer’s combined securities account from the date when its claim satisfaction right opens.

4.12.8. The Bank is a settlement obligation without any delay following the enforcement of its claim from the collateral.

The text of Section 4.12 above is as follows with regard to security deposits, established within the scope of the old Civil Code:

4.12 Consideration for and security of performance of investment services

4.12.1 The Customer shall pay the Bank for its services the fees, interest rates and costs specified in the agreement, and/or the Bank’s List of Terms and Conditions in force from time to time in case the agreement does not encompass provisions to that effect.

4.12.2 Unless otherwise required by the nature of specific services or by the agreement the Bank shall collect its fees as they fall due by debiting the cash account managed by the Bank for the Customer.

4.12.3 Up to the amount of the Bank’s overdue claims for money resulting from investment service activities, supplementary services and the amount of damages incurred by the Bank as a result of the Customer’s breach, the Bank shall have the right of pledge on the security deposit placed with the Bank regardless of the type of the agreement under which the Customer provided such financial instruments to the Bank. In the event of failure to perform or to duly perform the agreement, the Bank may use such security deposit without any obligation to comply with rank order or to provide preliminary information. The Bank may enforce any of its due claims that may arise within the scope of its investment service activities and/or supplementary services and debit any of the Customer’s bank accounts kept with MKB Bank Nyrt. if the Bank’s claim is not covered by the Customer’s customer account attaching to its consolidated securities account. The Bank may exercise its right set out in the above provision regarding the pledge over financial instruments, if its claims cannot be settled completely by debiting directly the Customer’s customer account or bank account.

4.12.4 Security deposit for securing overdue receivables stemming from investment services or claims for damages is enforced in such a way that the Bank blocks on the consolidated securities and customer account of the Customer the
financial instruments in the amount or of the market value equivalent to not more than the overdue receivables, from which it is entitled to settle its claim directly. In case the currency of the security deposit and that of the receivables is different, the Bank takes into account for the settlement date the MKB commercial buying or selling exchange rate quoted with spot value date. After the enforcement of security deposit, the Bank is obliged to settle accounts with the Customer. The Bank is entitled to sell the financial instrument recorded on the consolidated securities account and settle accounts with the Customer.

4.12.5 From the financial instrument security deposit the Bank may settle its claim in the order set at its own discretion. If the financial instrument is subject to trading on stock exchange, the Bank is entitled to sell it on the stock exchange on its own behalf in line with the stock exchange regulations in force. In lack of officially quoted stock exchange price or if it is more favourable to the Customer, the Bank is entitled to sell the instrument on the OTC market. The Bank is entitled to redeem the investment certificates of open-end investment funds. If it is more favourable to the Customer, instead of selling the Bank has the right to keep the ownership right of the financial instruments serving as security deposit and set it off against its claims at the liquidation value established by the Bank at the time of the set-off. After the selling or the set-off the Bank is obliged to settle accounts with the Customer.

4.13. Reuse of collateral received

4.13.1. If, as collateral for the order given by the Customer, the funds or financial instruments provided by the Customer are blocked at KELER Zrt., there is a risk that the funds and financial instruments blocked as collateral on the Bank’s ‘principal’s sub-account’ kept with KELER Zrt. may also be used by KELER Zrt. for the settlement of the positions of other customers. This means that KELER Zrt. may also use the collateral made available by the Customer to the Bank for paying the liabilities of not the Customer but other customers. As a result, the Customer may sustain detriment, but he, she or it may not enforce his, her or its claim against KELER Zrt., only against the Bank.

4.13.2. The Customer does sustain detriment due to the right of KELER detailed above beyond any doubt if insolvency proceedings are instituted against the Bank, because in this case there is a risk that the Customer may claim back the collateral provided and used by KELER only during insolvency proceedings against the Bank and with an uncertain outcome. The Bank shall provide information on agreements on financial collateral involving the transfer of ownership in its MiFID Product Brochure.

4.14. Amendment and termination of agreements

4.14.1. The Parties may amend the agreements by mutual consent in accordance with the general rules of civil law and its detailed rules applicable to contracts.

4.14.2. Unless otherwise required by the provisions of the agreement, the Customer may exercise his, her or its right to rescind it before the Bank has commenced performance. If the Customer has communicated this in a form other than a written notice, the Bank may suspend the performance of the agreement until receipt of the written confirmation of such declaration. The Bank is entitled to exercise the right to rescission if it has stipulated such right in the agreement.
4.14.3. A consumer Customer may terminate a consolidated securities and customer account contract concluded by means of distance marketing using the VideóBANK electronic channel within fourteen days following the day of contract conclusion without providing reasons. Regarding the commencement date of the right to terminate the contract, those set forth in the Distance Marketing Act shall be applicable if a consumer Customer is not advised of his/her right of termination on the date of contract conclusion. A consumer Customer may send the notice of termination to the telebankar@mkb.hu e-mail address or to the registered seat of the Bank. If a consumer Customer has exercised his/her right of termination as set forth in this provision, the Bank is entitled to charges for services only in proportion to the actual services rendered under the contract (“Proportionate Charges”). The Bank shall be only entitled to demand Proportionate Charges if it able to prove that it has duly provided the consumer Customer the information prescribed by the Distance Marketing Act. If the Bank commenced performance prior to the expiry of the due date for termination in lack of the consumer Customer’s prior consent, it shall not be entitled to even Proportionate Charges from the consumer Customer. The Bank shall return the sum paid by the consumer Customer less the sum of Proportionate Charges immediately following the receipt of the notice of termination but within 30 days, at the latest. A consumer Customer shall not be entitled to the right of termination regarding financial instruments regulated by the Investment Services Act, that is, the withdrawal of orders provided to the debit or to the credit of a securities account opened by means of distance marketing, via the VideóBANK electronic channel shall be governed by other provisions of these Business Rules.

4.14.4. The Customer may withdraw a securities consignment order concerning a stock exchange transaction any time before performance of the agreement has commenced in written form or in the same way as the order was given. In the case of any securities consignment order for a stock exchange deal is modified, the Bank considers it as the withdrawal of the former order by the Customer and the issue of a new order. The Bank tries to execute the modified order in compliance with the conditions prevailing to a new order.

4.14.5. In the event of serious breach by the Customer, the Bank is entitled to terminate the agreement with immediate effect.

4.14.6. It shall qualify as serious breach of contract in the case of all transaction types if the Customer – including the representative, authorised person or the person entitled to give instructions in application of paragraph (a) to (g), and excluding the natural person Customer in application of paragraph (h):

a. fails to comply with his, her or its obligation to pay fees or other amounts or to provide collateral to the Bank notwithstanding a written notice given by the Bank;

b. fails to comply with the obligation to report any changes in his details of identification;

c. fails to meet the obligation to maintain contact, to report data or to provide information despite written requests;

d. without authorisation, discloses to a third party any confidential information on the Bank acquired by the Customer, or engages in any obviously illegal behaviour and it comes to the Bank’s knowledge;
e. the Customer has encumbered in any way, or attempted to encumber or alienate the (blocked) financial instrument provided as statutory security deposit, securing the transaction;
f. failure by the Customer to reimburse the cover paid by the Bank for the purpose of performance of the order in advance.
g.a. fails to present the documents of identification required by law; or
g.b. fails to provide the Bank with such documents at the time of concluding the agreement; or
g.c. hinders the Identification in any other way; or
g.d. fails to make a statement concerning the beneficial owner or a repeated statement concerning the owner at the Bank’s request; or
g.e. delays data supply without good reason; or
g.f. supplies false information;
h.a. refuses to reveal the ownership structure and/or to provide the data of the natural person beneficial owner or performs such request with deficient or false content.
h.b. does not use the customer account in accordance with the legal rules specifying the purpose and intended use of the account.

4.14.7. If the Customer fails to perform its obligation to top up the variation margin and the initial margin and to provide additional collateral, it shall be deemed a serious breach of contract in the case of futures transactions.

4.14.8. The Parties may specify other cases of material breach in the individual agreements made between them.

4.15. Settlement of accounts

4.15.1. The Bank shall account for the Customer’s stock exchange transactions in accordance with the provisions of the relevant rules of the stock exchange, clearing house, central depository and central counterparty, as in force. The Bank shall credit or debit the Customer’s accounts at the value date of settlement carried out in accordance with such rules, but – unless otherwise provided by the rules, an agreement or legal rule – not before the settlement of the market transaction with the Bank. Transactions performed on a foreign stock exchange, in other regulated markets or at trading locations shall be settled in accordance with the rules of the given foreign stock exchange, regulated market, clearing house of the trading location or central depository in line with the settlement of the market transaction with the Bank. In the case of transactions outside the stock exchange, other regulated markets and trading locations, accounts shall be settled with the Customer in line with the settlement between Bank’s transaction partner and the Bank.

4.15.2. In the event of termination of the agreement, the Parties shall settle accounts forthwith.

4.15.3. In other respects, the settlement of accounts shall be governed by the rules set out in the agreements and the List of Terms and Conditions.

5. Rules of liability
5.1. Save for serious breaches committed by the Customer and not remedied in spite of the Bank’s request or by laws, the Bank shall be responsible for the performance of the agreements according to the provision of the civil law.

5.2. Subject to the type of the transaction to be made and the demands of the parties both the Customer and the Bank shall be responsible to the other party for securities being complete and free of any charge, claim and encumbrance.

5.3. In the case of an order relating to a financial instrument traded on the stock exchange, the Bank shall not be liable for any transaction that cannot be executed due to the lack of a counter-interested party (seller or buyer) or with regard to the limit price determined by the Customer.

5.4. In case the Customer fails to observe the performance deadline, it shall reimburse the Bank for the losses incurred due to such failure. In the case of delayed meeting of payment obligations, the Customer shall – except for the case of order relating to government securities auctions and unless the individual agreement provides for otherwise – pay the default interest specified in the Bank’s List of Terms and Conditions.

5.5. The Customer acknowledges that in the course of transactions with financial instruments the profit is not guaranteed, and there is risk attaching to such deals. Due to the quick and non-predictable change in the value of the financial instruments in terms of amount and direction, the Customer shall be aware of the risk of potential material losses.

6. Complaints management

6.1. Complaint management shall be governed by the provisions under chapter VIII of the Business Rules on the handling of bank accounts, deposit raising and relating services.

7. Protection of investors and securities secret and the trade secret

7.1. Protection of customer claims, measures serving to protect customer financial instruments and funds

7.1.1. The Bank shall manage any financial instruments or funds owned by or due to the Customer separately from any financial instruments or funds owned by or due to other Customers or the Bank, in a way which is suitable for the protection of proprietary rights.

7.1.2. The Bank shall keep its records and the consolidated securities accounts and customer accounts in such a way that

   a. they shall reflect a true picture of the Customer’s portfolio of financial instruments and funds as at any time; and

   b. on the basis thereof, it is possible to state the financial instruments and funds owned by and due to the Customer as well as the Bank’s own financial instruments and funds without delay.

7.1.3. The Bank shall keep uniform, continuous and chronological records of all services provided, all activities performed and all transactions concluded by it. These records shall be suitable for establishing whether the given order was executed for the Customer’s benefit or for the Bank’s own account.
7.1.4. The Bank may use the financial instruments or funds owned by or due to the Customer for the purpose determined in the Customer’s instruction, may not dispose thereof as its own and may only use them if the Customer had previously consented thereto, including the indication of the exact purpose of use. The Bank shall prevent its employees or any other persons, employed by it within the framework of any other work-related legal relationship, from using or disposing of any financial instruments or funds owned by or due to the Customer as his or her own, in the absence of the Customer’s express instruction to the contrary effect.

7.1.5. The Bank is entitled to enter into securities financing transactions in respect of financial instruments kept with it on the Customer’s behalf but managed by a third party on an aggregate account or may use such financial instruments for its own account or for the account of another Customer if the Customer had previously consented to the use of its financial instruments in writing, including the indication of the exact purpose of use, and
   a. all Customers whose financial instruments are managed on the aggregate account had also consented thereto in writing; or
   b. the Bank ensures that it shall only use the financial instruments of the Customer who had previously consented thereto in writing.

7.1.6. The Bank shall keep records of the transactions under Section 7.1.5, which shall contain the following:
   a. details of Customers, on the basis of whose instructions the financial instruments were used; and
   b. number of financial instruments used belonging to the individual Customers granting their consent in order to enable the accurate assessment and correct allocation of any loss.

7.1.7. The Bank shall provide for:
   a. the registration of transactions concluded by its employees and other persons employed by the Bank in any other work-related legal relationship (Section 18(1)(e) of the Investment Services Act)
   b. compliance with the regulations applicable to computer data entries, data protection, data saving, processing and the preservation of data
   c. compliance with the regulations set forth in all other relevant legal rules and regulations, including the maintenance of consistence, continuous monitoring and verification.

7.1.8. The Bank’s accounting, record-keeping and IT systems provide facilities for:
   a. determining the Bank’s financial situation as at any time;
   b. determining the portfolio of financial instruments and funds handed over by the Customer or due to the Customer and the amount thereof as at any time;
   c. satisfying the Bank’s data disclosure obligations prescribed by law.

7.1.9. The Bank shall create internal rules which prevent the curtailment of the Customer’s financial instruments and funds or the rights related thereto which may arise from unauthorised use, fraud, capital investment fraud, the keeping of inappropriate records or negligence.

7.1.10. In respect of transactions containing leveraged financial instrument positions or transactions resulting in pending liabilities, the Bank shall inform the Customers classified as retail Customers if the initial value of the individual instruments decreases by 10% and about every additional decrease of 10%.
7.2. **Other investor protection provisions**

7.2.1. The Bank, as the issuer of publicly offered securities, shall meet its statutory obligations to provide information related to regulated information.

7.2.2. The Bank is a member of the Investor Protection Fund (the ‘Fund’) established by investment businesses.

7.2.3. Provided that the required statutory conditions are met, the Fund shall be liable to pay compensation to Customers if the Supervisory Authority files liquidation against the Bank pursuant to Section 133(1)(a) of the Investment Services Act or a court of law orders the liquidation of the Bank. Compensation shall be paid only if the underlying claim is based on a commitment secured by a contract concluded by and between the Customer and the Bank following 1 July 1997 pertaining to an insured activity, and it concerns the settlement of assets (securities, moneys) that were entrusted to the Bank and are recorded in the investor’s name (insured claim). The insurance provided by the Fund shall cover only the agreements concluded during the membership of the Bank in the Fund.

7.2.4. The range of Customers whose claims are not eligible for payment of compensation from the Fund is specified by law.

7.2.5. The coverage provided by the Fund shall not apply to claims in connection with any transaction that has been financed by funds of criminal origin, as declared by final court verdict, or money claims denominated in a currency other than EUR or the legal tender of a member state of the European Union or the OECD.

7.2.6. Compensation to eligible investors shall be paid upon application. The application shall be prepared and submitted in accordance with the information provided by the Fund.

7.2.7. The Fund shall pay the investor eligible for compensation damages up to a maximum amount of twenty thousand, from 1 January 2016 up to one hundred thousand euros, per person and aggregated by Fund members. The rate of the damages payable by the Fund shall be one hundred per cent up to the limit of one million Hungarian forints, and shall be one million Hungarian forints up to the amount of one million Hungarian forints and ninety per cent of the part in excess of one million Hungarian forints. In establishing the rate of the damages due, all the insured claims of the investor outstanding with the Fund member and not issued by the Bank shall be added up. If more bonds are registered in the securities accounts kept by the members of the Fund than the number of bonds included in the records of the central depository, than the Fund shall pay indemnification for the bonds registered on the securities account but not included in the records of the central depository. The indemnification amount shall be calculated by multiplying the registered value of the bonds included in the securities account of the Customer by the fraction that reflects the ratio of the particular bonds registered as surplus and the total bonds registered in the Customers’ securities accounts.

7.2.8. Where the Bank has any claim from the Customer in connection with investment services that is overdue or is scheduled to expire before payment of indemnification, it shall be deducted from the Customer’s claim when determining the amount of compensation.

7.2.9. The Fund shall notify investors of the possibility of the enforcement of claims for compensation within 15 days of the publication of the date of a liquidation order or the request for liquidation by the Supervisory Authority in an announcement posted on the website of the Supervisory Authority and on its own website. The Fund shall publish the first day of the possible enforcement of
claims, the method of the enforcement of claims and the name of the payer organisation.

7.2.10. Provided the Customer has submitted to the Fund the agreement underlying the insured claim along with all information required to verify his, her or its eligibility, and if the records kept by the Bank are also made available, the Fund shall be required to process the Customer’s application for compensation within ninety days from the date of submitting the application. If the agreement presented by the Customer underlying his claim for compensation and the records kept by the Bank are in harmony, the Fund shall verify compensation to the extent substantiated by such documents and shall proceed to pay the compensation at the earliest possible time within a ninety-day period.

7.2.11. The Fund shall pay compensation in cash.

7.3. **Procedure upon change of the Bank’s activity**

7.3.1. The Bank may transfer the Customer’s investments to another investment business if the Authority has partly or fully limited, suspended or withdrawn the Bank’s licence relating to the performance of its activities. The Bank shall forthwith inform its Customers in writing of the occurrence of any such event after receipt of the decision of the Authority. In such announcement, the Bank shall include the following information:

a. in the case of orders not yet fulfilled, the method of fulfilment of the order (in the event of portfolio transfer, the name of the new obligor) and the Customer’s rights to rescind the agreement;

b. in the case of fulfilled orders, information concerning settlement.

7.3.2. The Bank may transfer investments only subject to the licence to that effect issued by the Supervisory Authority.

7.3.3. If the Bank’s activity at the stock exchange is limited or suspended upon the initiative of the stock exchange or the supervision, or the clearing house and/or the central depository takes measures against the Bank affecting a Customer’s order, the Bank shall procure that the Customer be forthwith informed of the method of performance of the orders not yet performed and shall call the Customer’s attention to the alternatives of rescinding the agreement. The Bank shall provide such information to the Customer on the day when the Bank is informed of such suspension/measure.

7.3.4. If the Bank ceases its activity without voluntary or compulsory liquidation, before withdrawal of the licence of the Supervisory Authority, it shall perform its existing obligations to its Customers and shall enter into an agreement concerning the assumption of its contracts by another investment business (recipient person). The Bank shall notify its Customers of its intention to transfer the investments prior to the entry into force of the transfer agreement with the contents set out in statutory provisions and shall further draw attention to where, when and in what form the recipient investment business’s business rules may be viewed. Customers is entitled to determine the investment business whose services they wish to use in the future, who may differ from the recipient person. In such a case the Customer’s assets may not constitute the subject of the transfer, the Bank shall settle accounts with the Customer and the contractual relationship shall be terminated. If the Customer refuses to accept the recipient person and its Business Rules, he shall specify another investment business, as well as the number of the securities account, securities deposit account and the
account for the management of the cash flow relating to the investments kept with such institution in a written statement made available to the Bank. In its notification on the transfer of investments the Bank shall provide the Customer with a deadline of at least 30 days for submitting a written statement to such effect. In case the Customer does not send his letter of intent within the given deadline or submits a statement not fully complying with the requirements set out in the rules of law, such circumstance shall be deemed as acceptance of the recipient investment business and its Business Rules. In this case as well as in the case of the Customer’s declaration of acceptance, as of the date stated in the notification, the portfolio constituting the Customer’s property or due to the Customer shall be governed by the Business Rules of the recipient investment business.

7.3.5. In the course of transferring the investments, the Bank shall transfer the securities deposited with the Bank to the custody of the investment business taking over the investments and shall transfer the customer balances recorded on the consolidated securities, tax and customer accounts to such investment service provider. The Bank shall also transfer contracts not yet performed. The costs and commissions arising in connection with the transfer of accounts cannot be charged to the Customer.

7.3.6. If the Bank takes over investments from another investment business, the Bank shall forthwith notify the Customers in writing on the fact of registration of such investments and the opening of customer, securities and/or custody securities accounts and at the same time, the Bank shall request that such Customers attend the Bank in person for the purpose of cross checking data and carrying out the identification procedure. If the Customer fails to do so by the provided deadline, the Bank is entitled to deem the account contracts serving as the basis of the transferred legal relationship as terminated by the Customer. In its notification the Bank shall call the attention of the Customer to the foregoing.

7.3.7. If investments are transferred or taken over as a result of a voluntary or compulsory liquidation, the Bank shall act in accordance with the provisions of the Hungarian Civil Code applicable to assumption of debt save that it shall not be obliged to request the Customer’s consent.

7.3.8. In the course of taking over the investments, the Bank may set off any of its own and overdue claims arising from investment services and/or supplementary services against the Customer’s claim.

7.4. Securities secrets

7.4.1. The Bank shall treat as securities secrets all data at its disposal with respect to the Customer which may relate to the Customer’s person, details, pecuniary situation, business investment activities, operations, proprietary and business relations, its contracts entered into with the Bank and the balances of and transactions on its accounts kept with the Bank. The Bank shall make every reasonable effort to prevent the unauthorised use or use contrary to its designated purpose of any item of information qualifying as securities secrets.

7.4.2. For the purposes of legal provisions pertaining to securities secrets, any person who receives services falling within the scope of these Business Rules shall be considered as Customer. In addition to the provisions relating to securities secrets the Bank shall comply with the rules of law relating to bank secrets when performing services falling within the scope of these Business Rules.
7.4.3. The Bank shall only disclose securities secrets to third parties, subject to the simultaneous notification of the Customer, if
   a. the Customer to whom such secrets pertain, or his, her or its legitimate representative authorises the Bank to do so in a public document or in a private document with full probative force expressly indicating the particular securities secrets to be disclosed;
   b. the provisions of the Investment Services Act grant exemption from the obligation of keeping securities secrets; or
   c. so necessitated by the sale of the Bank’s claim against the Customer or the enforcement of its overdue receivables.

7.4.4. The requirement of confidentiality concerning securities secrets shall not apply to:
   a. the Authority, the Investor Protection Fund, the National Deposit Insurance Fund, the State Audit Office and the Economic Competition Office;
   b. the regulated market acting in the scope of activities specified by the law, the operator of multilateral trading system, central contracting party, central vault, the government control organ specified in Section 63 (1) of the Act on State Budget (Hungarian acronym: Áht.) and the European Anti-Fraud Office (OLAF) controlling the legality of utilising assistances received from the European Union;
   c. notaries public in connection with probate proceedings, and the guardian authority acting within its competence;
   d. bankruptcy trustees, liquidators, financial trustees, executors and receivers, in connection with bankruptcy proceedings, liquidation proceedings, judicial execution procedures, in the municipalities debt consolidation procedures, and in voluntary dissolution proceedings;
   e. investigating authorities acting within the scope of criminal procedures in progress and when investigating charges, and the public prosecutor acting within its competence;
   f. the court acting in criminal or civil cases, or in bankruptcy and liquidation procedures as well as in the municipalities debt consolidation procedures;
   g. the agencies authorised to use secret service means and to conduct covert investigations if the conditions prescribed in specific other legislation are satisfied;
   h. the national security service acting within the scope of duties conferred upon it by law, based upon the special permission of the director-general;
   i. tax authorities and the customs authorities in their procedures to monitor compliance with tax, customs and social security payment obligations, and for the enforcement of an executable document issued for such debts;
   j. the ombudsman for fundamental rights acting within his range of responsibilities;
   k. the Authority for Data Protection and Freedom of Information acting within its range of responsibilities;
l. the principal creditor acting in the debt settlement procedure of natural persons, the Family Bankruptcy Protection Service, the family receiver and the court;
m. the authority keeping records of liquidation organisations and proceeding during its duties related to the record-keeping and official inspection of liquidation organisations specified in the Bankruptcy Proceedings and Liquidation Proceedings Act if such bodies submit written inquiries to the investment company or commodities exchange provider.

7.4.5. The requirements of confidentiality concerning securities secret shall not apply
a. when the state tax authority makes a written request for information from the Bank on the strength of a written request made by a foreign tax authority pursuant to an international agreement, if the request contains a confidentiality clause signed by the foreign authority;
b. when the Supervisory Authority requests or supplies information in accordance with a cooperation agreement with a foreign supervisory authority if the cooperation agreement or the foreign supervisory authority’s request contains a signed confidentiality clause;
c. when a Hungarian criminal investigation agency makes a written request for information from the Bank on the strength of a written request made by a foreign criminal investigation agency on the basis of an international agreement if the request contains a confidentiality clause signed by the foreign criminal investigation agency;
d. data forwarded by the Investor Protection Fund to a foreign investor protection system or foreign supervisory authority in the manner set forth in a cooperation agreement if there is protection with respect to the management and/or utilisation of data which is at least equivalent to that afforded under the Hungarian regulations;
e. data disclosed by the Bank on the basis of Section 52(8) of Act XCII of 2003 on taxation.
f. the authority operating as a financial information unit requests data of the investment enterprise or the commodity broker in writing by virtue of the powers conferred upon it in the Act on the Prevention and Detection of Money Laundering and Terrorist Financing, or for the purpose of responding to a written request from a foreign financial information unit.
g. in respect of disclosures made by the Bank to the tax authority in compliance with the obligation prescribed in Sections 43/B and 43/C of Act XXXVII of 2013 on International Administrative Cooperation in Matters of Taxation and Other Compulsory Payments (the ‘Tax Cooperation Act’) in accordance with Act XIX of 2014 on the Promulgation of the Agreement between the Government of Hungary and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, and on the Amendment of Certain Related Acts.
h. data supplied by the Bank to the state tax authority in order to satisfy the obligation specified in Section 43/H of the Tax Co-operation Act.
7.4.6. The obligation of securities confidentiality shall likewise not exist if the Bank fulfils its obligation of reporting determined in the Act on the implementation of restrictive financial and pecuniary measures imposed by the European Union.

7.4.7. In the cases determined in Sections 7.4.3 to 7.4.6 and 7.4.10, the Bank may not refuse to disclose securities secrets with reference to the obligation of securities confidentiality.

7.4.8. In the event of the cessation of the Bank without a legal successor, the documents containing securities secrets managed by the Bank may be used for archive research purposes sixty years following the generation thereof.

7.4.9. The following shall not constitute as a breach of confidentiality concerning securities secrets:

a. the disclosure of data compilations from which the Customer’s personal or business data cannot be determined;

b. the disclosure of data pertaining to the name of a securities account holder or the number of his securities account;

c. the disclosure of data by the Bank to the central credit information system and to the Bank from the same system in compliance with the rules of the system;

d. the disclosure of data to an auditor engaged by the Bank, a legal or other expert as well as to an insurer providing insurance coverage for the above-specified corporations to the degree necessary for the performance of the insurance contract;

e. the disclosure of data by the Bank to foreign investment service providers or commodities exchange services providers if
   − the Customer consented thereto in writing,
   − the conditions of data management satisfying the requirements set by the Hungarian rules of law are satisfied by the foreign investment business or commodities exchange service provider with respect to each item of data,
   − the state in which the foreign investment business or commodities exchange service provider is seated has a data protection legal rule which satisfies the requirements set by the Hungarian rules of law;

f. the disclosure of data, upon the written consent of the Bank’s Board of Directors, to an owner who has a qualifying holding in the Bank, a person or organisation bidding to acquire a qualifying holding, the recipient company under an agreement on the transfer of the portfolio of contractual obligations or the auditors and legal or other experts authorised by the owner or future owner thereof;

h. data disclosed by the Authority in compliance with the requirement of confidentiality concerning securities secrets suitable for the identification of the Bank
   − to the Central Statistical Office for statistical purposes and
   − to the Ministry of Finance for analytic purposes and the planning of the central budget;
i. the disclosure of data that is necessary for carrying out activities that have been outsourced to the person performing the outsourced activity;

j. the publication of the reasons part of a resolution adopted by the Authority in connection with insider trading and/or manipulation of the market against the person violating the law;

k. fulfilment of the obligation of reporting in connection with transactions suspected of insider trading or the manipulation of the market as defined in Section 205 of Act CXX of 2001 on capital markets;

l. data disclosure on the basis of Section 22(2) of Act CXXXVI of 2007 on the Prevention of Money Laundering and Terrorist Financing, and

m. disclosure of the data determined in Article 4 of Regulation (EC) No 1781/2006 of the European Parliament and of the Council of 15 November 2006 on information on the payer accompanying transfers of funds to the beneficiary payment service provider and intermediary payment service provider coming under the effect of the Regulation in the cases determined in the Regulation.

n. in case of an emergency situation according to Section 181/J(15) of Act CXX of 2001 on capital markets, the Supervision’s data supply to the Central Bank of another EEA state or the European Central Bank, if the data is required for the performance of their task stipulated by law;

o. data supply to the central depository in order to comply with owners’ identification procedure;

p. data supply from the central depository to the issuer in order to comply with owners’ identification procedure;

q. transfer of data available in the central bank’s information system for the performance of the basic tasks of the Magyar Nemzeti Bank (MNB), in a way facilitating individual identification, to the European System of Central Banks and its members based on their requests and to the extent necessary based on the Treaty on the Functioning of the European Union or for the performance of central bank tasks;

r. as part of its investment service activities or supplementary services for the performance of orders related to securities accounts or customer accounts, transfer of data by the Bank to an investment enterprise, commodity exchange service provider, multilateral trading system operator, central depository, central counterparty, venture capital fund manager, stock exchange, organisation responsible for clearing house activities, as well as to credit institutions providing investment services or supplementary services and investment fund managers participating in the processing, settlement and performance of orders related to securities accounts or customer accounts;

s. registered data transmission or the transmission of data to trade repositories, made in compliance with the provisions of Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories.
t. the disclosure of data and information made by the MNB, acting within its resolution function, to the independent and provisional valuer provided for in the Act on the Development of the Institutional Framework Intended to Enhance the Security of Members of the Financial Intermediary System, or to the person participating in valuation, for the purposes of valuation, the disclosure of data and information to potential bidders in order to perform the sale of business, and to a purchaser that is not a bridge institution in order to perform the sale of business;

u. disclosure of data by the Bank on the legal relationship between the Bank and its Customer in relation to any statement published by the Bank’s Customer to the extent required for responding towards the public.

v. 

7.4.10. The Bank shall forthwith satisfy the written requests of investigating authorities, the national security service and the public prosecutor’s office concerning any transaction in which it is involved and any account it operates if it is alleged that the transaction or the account may be linked to:

a. drug abuse,
b. acts of terrorism,
c. abuse of explosives and detonators,
d. abuse of fire arms or ammunition,
e. money laundering,
f. crimes committed in conspiracy or organised crime,
g. insider trading,
h. manipulation of the market.

7.4.11. The Customer concerned may not be informed of the disclosure of data under Section 7.4.4(e), (g) and (h) and Section 7.4.10.

7.5. The trade secret

7.5.1. The existence and the contents of any contract under the scope of these Rules, entered into or being negotiated by and between the Bank and the Customer shall be deemed the trade secret of the Bank under Act LIV of 2018 on the Protection of Trade Secrets.

7.5.2. Any unauthorised acquisition, use or disclosure of the trade secret by the Customer shall be deemed an infringement of the right of the Bank attaching to its trade secret and shall be held liable for the consequences arising therefrom.
SPECIFIC PROVISIONS ON THE INDIVIDUAL INVESTMENT SERVICES

8. Consignment activities
(acceptance, forwarding as well as execution of orders for the benefit of the Customer)

8.1. General rules of consignment activities
8.1.1. Based on the order of the Customer and on the terms and conditions set out therein, the Bank shall enter into sale and purchase or other types of agreements in respect of financial instruments in its own name but in favour or to the debit of the Customer.

8.1.2. In the course of recording, forwarding and executing the orders the Bank does not acquire an ownership right on the financial instrument or its counter value, in accordance with the provisions set out in Section 18(1)(a) of the Investment Services Act.

8.2. Types of stock exchange spot and futures consignment orders for securities which Customers may give
8.2.1. Types of orders (types of offers) based on the Stock Exchange Code of Trading:

8.2.1.1. a. In the case of a limit order/offer or limit price order/offer, the Bank’s dealer may enter into a transaction at a price equal to, or better than, the specified limit price for the Customer. Any order, where only the price is defined but the type of order is not defined separately, qualifies as a limit order.

b. A market order or a market offer is an order given without any indication of price and may be executed by matching the counter offers in the Offer Book, even at multiple prices and in multiple deals.

c. A market to limit order/offer is an order given without any indication of price, which may be executed only at the best price available by matching the counter offers in the Offer Book.

d. An iceberg offer or an iceberg order is a limit order, where at the time of giving the order/making the offer two different quantities shall be indicated: the Total Quantity and the Visible Quantity.

8.2.1.2. Period of validity of the most frequent offer conditions and offers: (Offer Parameters)

a. Stop: an order/offer given with a Stop execution condition will automatically become an Active Offer if after giving the order the stock exchange deal is concluded at or better than the Activation Price indicated in the order.

b. Now part: Can be fulfilled in parts, maybe even per Deal Units, or in the total offer quantity, but only at the time when the order/offer is made.

c. Now all: The offer/order was matched only in case the total offered quantity was concluded. It is valid only at the moment the offer is made/order is given.
d. Trading Phase Conditions: The trading phase conditions that are indicated in the stock exchange regulation at the time when the Offer is made (order is given).

e. Daily order: which is valid until the end of the given stock exchange day.

f. Order valid until the given date: which is valid until the calendar day specified in the order, but maximum for 360 calendar days.

g. Order valid until cancellation: which is valid until cancellation, but maximum for 360 calendar days.

8.2.1.3. Special rules of the fixed and spread deals shall be communicated to the initiator of such deals, with the exception of institutional investor.

8.2.1.4. Unless otherwise stipulated by the contract, the Bank shall exclusively undertake to fulfil limit priced and iceberg type of orders on condition that it shall have the right to refuse the acceptance/recording of certain order types or certain Offer Parameters, with interim or permanent nature. Regarding the fulfilment of orders and the terminology used, the applicable provisions set out in the respective stock exchange or clearing house regulation shall be appropriately guiding.

8.2.2. Provisions regarding Standardised Futures Stock Exchange Transactions

8.2.2.1. The Bank shall have the right to treat the financial collateral of futures transactions as a security deposit. The financial collateral includes an initial margin and a variation margin, which the Bank records on a blocked sub-account. The system and extent of financial collateral to be provided to the clearing house by the Bank are set out in the rules of the clearing house, the central depository and the central counterparty (in particular, KELER Zrt. and KELER KSZF).

8.2.2.2. Initial margin: the initial margin is financial collateral the extent of which is set by the Bank on the basis of the rate prescribed by the clearing house, the central depository or the central counterparty. The Customer is obliged to pay the amount of the initial margin determined by the Bank before opening a future position and to maintain the same until the closing of the position.

8.2.2.3. The Bank reserves the right to change the rate of the initial margin set by it in a unilateral legal declaration, particularly if the clearing house, the central depository or the central counterparty modifies the rate of the initial margin. Such a variation shall apply to the initial margins of all open positions, hence the variation may also have a retroactive force. If the Bank takes action to increase the rate of the initial margin in response to an announcement by the clearing house, the central depository or the central counterparty or at its own discretion, the Bank shall notify the Customer of the deadline for effecting the payment of the higher margin.

8.2.2.4. If the Customer fails to meet the higher initial margin requirement, the value of open positions shall be decreased to a level that will allow the Bank to finance the positions that remain open with the financial collateral deposited by the Customer with the Bank, applying the higher margin. If positions are reduced for the above reason the Bank may take into account the Customer’s request, but may decide at its
own discretion which and how many positions to close, as it proceeds. When closing positions, the Bank shall endeavour to reach the most favourable price available at arm’s length in the prevailing market conditions.

8.2.2.5. The variation margin is the difference between the original contract price and the settlement price relating to open positions. The variation margin may only be cash, whilst the initial margin may be cash and/or government securities with maximum maturity of 5 years issued by the Magyar Nemzeti Bank or the Government Debt Management Agency and/or listed on the Budapest Stock Exchange and shares listed on the Budapest Stock Exchange and featured in the BUX basket. The margin value of the securities may differ from its face value when accepted as a cover. The Bank may accept government securities as security at a margin value which differs from the margin value set by the clearing house.

8.2.2.6. The Bank shall notify the Customer to pay the variation margin if the difference between the original contract price and the settlement price relating to the relevant position is negative and the initial margin prescribed by the Bank is not available either. If a Customer fails to meet the payment obligation relating to the difference until 8.30 on the stock exchange day following the day of notification, the Bank is entitled liquidate all positions of the Customer, which are not covered by the initial margin. Such liquidation shall mean the immediate closing of the futures deal.

8.2.2.7. A pledge agreement establishing a security deposit qualifies as a written contract also if it is made through the telephone, if the Bank initiated or received the call from any of the telephone numbers listed in its terms and conditions, or from the telephone number of one of its private bankers and the conversation otherwise complies with the requirements of Section 4.6. Unless there the Bank and the Customer agree otherwise, the security deposit established in this manner shall secure the Bank’s claims from any futures deals between the Bank and the Customer, up to 500,000,000, say five hundred million Hungarian forints, in the case of consumer pledge agreements, unless the Bank and the Customer agree on a different amount.

8.2.2.8. Apart from the case described in Section 8.2.2.6 above, the Bank is entitled to liquidate all the positions of the Customer in the event of the Customer’s death or the termination of a non-natural person Customer without a legal successor. Those contained in Section 13.6 of these Rules shall be applicable to the evidence of information obtained by the Bank regarding the Customer’s death.

8.2.2.9. The losses and costs associated with such liquidation shall be borne by the Customer. The Bank determines the order in which the positions are to be liquidated at its discretion. In the course of liquidation, the Bank makes efforts to reach the market price in closing the positions.

8.2.2.10. The general agreement on the execution of standardised futures transactions is also a general agreement for position closing netting. The unilateral position closing and liquidation therefore may be deemed position closing netting.
8.3. **Non-standardised option purchase or sale**

8.3.1. An option order may be given for purchasing an option (to purchase a call option or a put option) or selling an option (to sell a call option, to sell a put option). The Bank shall only accept orders for stock exchange options for the dates and in the manner set out in the stock exchange regulations.

8.3.2. An order to exercise an option may be given until the business day preceding the day on which the option matures by simultaneously depositing an amount equivalent to the strike price and the securities.

8.4. **Orders for participation in auctions for government securities**

8.4.1. The Customer shall give orders for participation in an auction on a business day, which is at least 1 banking day prior to the day of the auction. In reasonable cases the Bank may deviate from the above deadline.

8.4.2. Participation in auctions for government securities and the settlement of transactions concluded there shall be subject to the auction rules of the Government Debt Management Agency. If the Customer fails to meet his, her or its payment obligation against the Bank, shall pay default interest on the amount of the debt at a rate twice the base rate issued by the Magyar Nemzeti Bank from time to time if payment is overdue for no more than 3 days.

8.4.3. If the Customer is in delay with his, her or its payment for more than 3 days, the Customer may thereafter be excluded from the purchase of government securities at auctions. In this case, the Bank is entitled to take action to sell the government securities immediately. In the course of settlement the Bank shall take into account all costs and losses incurred in relation to the selling of government securities, including default interest.

8.5. **Commission brokerage activity attaching to selling and buying of financial instruments (acceptance and forwarding of orders)**

Within the scope of its commission brokerage activity, based on the agreement concluded between the Bank and the Customer, the Bank may agree to accept the Customer’s order and to forward it for execution to a foreign investment service provider for the purpose of the sale or purchase of securities traded abroad for the Customer.

8.6. **Terms used in securities consignment agreements**

8.6.1. Depending on the type of order, Section 8.2.1.1(a) shall be applicable *mutatis mutandis* in respect of all consignment agreements.

8.6.2. Net market price: in respect of debt securities, the face value of securities or their price in the percentage of their basic denomination (the ‘face value’) which does not include any accrued interest.

8.6.3. Accrued interest: in respect of debt securities, the interest accruing from its issuance or from the last interest payment until the date of the order.

8.6.4. Gross price: in respect of debt securities, the sum of the net market price and the accrued interest.

8.6.5. Total market price: in respect of debt securities, the product of the quantity from face value or the basic denomination (the ‘face value’), of the face value, and of
the gross market price. In the event of a brokerage contract for purchase, the total price to be paid by the Customer is equivalent to the total market price plus bank charges and any tax that may be due and payable. In the event of a brokerage contract for sale, the total price to be paid to the Customer is equivalent to the Total Market Price less bank charges and any tax that may be paid and deducted by the Bank.

8.6.6. Total purchase price: in respect of non-debt securities, the product of the quantity from face value or the basic denomination (the ‘face value’) and the purchase price per security. In the event of a brokerage contract for purchase, the total price to be paid by the Customer is equivalent to the total purchase price plus bank charges and any tax that may be due and payable. In the event of a brokerage contract for sale, the total price to be paid to the Customer is equivalent to the total purchase price less bank charges and any tax that may be paid and deducted by the Bank.

9. Trading activities
(own-account trading)

9.1. In the course of its trading activities, the Bank may conclude with the Customer purchase and swap agreements in relation to financial instruments to the credit or to the debit of its own account.

9.2. The section concerning the definitions used in consignment agreements shall be applicable mutatis mutandis to the definitions used in sale and purchase agreements made by the Bank.

10. Underwriting
(placement of financial instruments subject to the commitment of buying the instruments)

10.1. Based on an agreement concluded with the Customer, the Bank may undertake to underwrite and purchase for its own account all or part of the securities issued by the Customer, or to underwrite and purchase the quantity of securities specified in the agreement so as to avoid the frustration of the subscription or the sale.

10.2. Unless otherwise provided in the agreement, the commitment of the Bank to underwrite the issue shall expire on the last day of the subscription period on the basis of the guarantee.

11. Organisation of offering of securities and related services
(placement of financial instruments without the commitment of buying the instruments)

11.1. On the basis of a separate agreement concluded with the Customer, the Bank may act as a broker for the public or private offering of securities.

11.2. On the basis of a separate agreement concluded with the Customer, the Bank shall participate in the drafting of the prospectus concerning securities offered to the public
and any other document(s) and in the submission thereof to the Authority for approval, and shall further prepare and carry out the procedure of selling the securities.

11.3. On the basis of a separate agreement concluded with the Customer, the Bank shall participate in the drafting of the information circular of the debt securities issued by private placement and any other document(s) and shall prepare and conduct the procedure of selling of securities.

11.4. The trading of investment certificates shall be governed by the provisions of the following sections.

11.4.1. The Bank shall trade in the investment certificates of open-ended funds by order of the fund manager at net asset value in accordance with the provisions of the fund management regulation by applying the commissions and costs set out therein.

11.4.2. The Bank undertakes to accept the purchase and redemption orders in respect of investment certificates issued for and on behalf of public open-ended investment funds made validly and lawfully on every trading day, during business hours and settles it at the net asset value specified for one investment certificate at the value date stipulated in the rules on fund management (the ‘Settlement Date’). Trading day is every business day, excluding the cases of official closings and suspension and intermission of trading. In the course of trading the Bank shall only redeem investment certificates up to the level of funds made available by the investment fund for this purpose.

11.4.3. Purchase and redemption orders are given upon the entry into an investment unit purchase agreement with the Bank. If under the fund management policy the Settlement Date is later than the date of giving an order, the Customer shall indicate in the agreement:

(a) the amount to be invested in the event of a purchase order instead of the purchase price for which the Customer may purchase the maximum number of investment units possible after the deduction of costs, at the price valid on the Settlement Date/at the net asset value per note;

(b) the number of investment units requested to be redeemed in the event of a redemption order for which the Customer receives the consideration calculated at the price valid on the Settlement Date / at the net asset value per note less any tax and cost to be paid.

11.4.4. The Bank shall not redeem the investment certificates of closed-ended investment funds before the date of expiry and/or the liquidation of the fund.

11.4.5. The Bank shall examine the materialised investment certificates delivered to it for redemption. If, as a result of the examination, the Bank could refuse to accept materialised securities for placement into custody, it shall perform redemption exclusively upon the consent of the Fund Manager. If in the course of the redemption of registered investment units, doubt arises as to the identity of the lawful possessor of the investment unit, the Bank shall proceed in accordance with the instructions of the fund manager, and in consideration of the documents made available to it.

11.5. Unless it is provided otherwise in the relevant prospectus or similar document the Customer having a consolidated securities and customer account may give a unilateral statement for acquiring financial instruments (subscription statement) in accordance with the business rules provisions governing the orders given as part of consignment and trading activity.
12. Custody of securities, custodial services and other related services relating to materialised securities

12.1. General common rules of the custody of securities and custodial services

12.1.1. The Customer may deposit materialised securities with the Bank for the purpose of safe-keeping and custody. The deposit is made when the Customer enters into a consolidated securities account agreement and customer account agreement or individual custody, the custody agreement and the customer account agreement with the Bank and deposits the securities with the Bank. The Bank shall conclude the agreement for an indefinite period of time. In addition to safe-keeping (custody), the Customer may instruct the Bank to carry out custodial service tasks (the ‘custodial services’). The Bank shall not accept into deposit cash, valuables and other instruments that cannot be deemed as securities as part of its supplementary service activities.

12.1.2. Materialised securities shall be placed with the Bank into individual or collective deposit.
In individual deposit the securities deposited are recorded individually by their serial numbers, and when the account is terminated the Bank shall be liable to return exactly the same securities to the Customer. As for collective deposit, the securities are categorized according to their series and quantity (number of certificates of the same face value), and the Bank shall return to the Customer securities of the same type (series), quality and quantity as deposited when the deposit is terminated.

12.1.3. The Bank receives securities for custody if they are in individual deposit services and securities for custody services if they are in collective deposit. In respect of securities received for custody in individual deposit, the Bank shall keep a record for the Customer and in respect of securities in collective deposit the Bank shall keep a consolidated securities account for the Customer which contains data suitable for the identification of the Customer in his, her or its capacity as account holder and the securities and the series and quantity of the securities at the Customer’s disposal.

12.1.4. The Bank shall receive securities without a declaration of transfer or with a declaration of transfer that contains the name of the beneficiary (full endorsement) only for individual deposit and for custody.

12.1.5. In the course of making the deposit, the Bank shall examine the physical state of the securities, the components required by laws and the fact whether the securities may be regarded as securities representing full value. The Bank shall not examine the authenticity of foreign securities and the conditions of their validity. The Bank shall refuse to indemnify any damages arising from the fact that the validity of the materialised securities has not been established by the common method applied in banking practice.

The Bank shall examine the materialised securities according to the following list:

a. the securities are technically complete and not damaged;
b. if the materialised securities have been issued with dividend, interest or other coupons, whether the materialised securities contain all non-expired not yet due coupons at the time of their placement into deposit;
c. are the securities under a forbidding procedure commenced by a notary public.
12.1.6. The Bank may refuse to take materialised securities into deposit if:
   a. they are damaged, their requisites are missing, cannot be identified, they are of dubious origin or are registered securities which contain data on the basis of which the Customer cannot be regarded as the legal holder of the securities, or the endorsement chain has been interrupted;
   b. the securities are not identical to the ones indicated in the accompanying document;
   c. the Bank establishes as a result of its investigation that the securities are under a cancellation procedure initiated by a notary public;
   d. the securities are false or forged or this is reasonably suspected.

12.1.7. The Bank shall not examine the authenticity of former declarations on transfer set out in previous endorsements and signatures.

12.1.8. If the securities are issued with dividend, interest, yield, repayment coupons shall be regarded to be of full value if they contain all non-expired coupons at the time of their placement into deposit.

12.1.9. Only securities regarded to be full value may be deposited into collective deposit.

12.1.10. The Bank undertakes to safe-keep the securities deposited in custody in its Vault. The Bank shall be liable for damages arising from the loss, destruction or damaging of securities.

12.1.11. If an issuer decided on placing securities into deposit which are part of a series, either one by one or in a consolidated denomination, into the care of the Bank under the name of the investors acquiring them, the Bank shall open a deposit account (consolidated securities account) under the name of the custodian designated by the investors, and from this point forward the Bank shall serve as the sub-custodian of the custodians with whom the holders of such securities opened a deposit account. The holders of these securities are entitled to take possession of their securities under the terms and conditions stipulated by the issuer in the issue prospectus.

12.1.12. If the issuer decided on placing securities into deposit which are part of a series, either one by one or in a consolidated denomination into the care of another custodian than the Bank, under the name of the investors acquiring them and the investor indicated the Bank as the custodian, the other custodian shall serve as the sub-custodian of the Bank. In this case the holders of these securities are entitled to take possession of their securities under the terms and conditions stipulated by the issuer in the issue prospectus.

12.1.13. At the Customer’s request, the Bank issues a certificate of deposit (or account statement) with respect to the securities taken into deposit. The certificate of deposit contains the exact name of the securities, quantity, name and address (head office) of the owner of securities and the aim of the issuing of certificate of deposit.

12.1.14. The certificate of deposit with respect to shares shall indicate the name of the issuer and the class of the share, the quantity of shares, the name of the custodian, the custodian and their signatures, and the name (corporate name) and address (corporate domicile) of the shareholder in respect of registered shares. Apart from the above, if the certificate of deposit has been issued to the shareholder to attend the company’s general meeting it contains the date until the shares indicated in the certificate of deposit shall be blocked.
12.1.15. Following the issue of the certificate of deposit, the securities may not be placed at the disposal of either the Customer or any other person until the blocking defined above is in force.

12.1.16. The Customer may – except the blocked securities – at any time reclaim its securities.

12.1.17. The Bank shall only return the deposit held by it against the presentation of the certificate of receipt either personally to the depositor or its authorised representative on the business day following the day when the Customer demands this or in the event of an order given to a bank branch in the countryside, two days after the receipt.

12.1.18. In the course of the return of securities kept with a Sub-custodian:
   a. if the Customer requests that the Bank return any securities, the Bank may perform such delivery on the business day following the performance made by the Sub-custodian;
   b. the Bank undertakes to perform a request for such delivery on the second business day following the performance made by the Sub-custodian.

12.1.19. The securities custody agreement shall terminate upon the return of the deposit, save for the case when the Customer does not remove all the securities kept in deposit under the agreement. If the issuer of any materialised securities that are safe-kept or held in custody or the securities in custody become invalid for any other reason and the Customer does not come for the securities notwithstanding the Bank’s request, the Bank is entitled to destroy the invalid securities as provided for in the relevant law.

12.1.20. If the safe-keeping, the consolidated securities account or custody agreement terminates, the Customer shall remove the deposit. Failing this, the Bank shall apply the rules of agency of necessity and possession without a legal basis (the ‘responsible custody’) on the basis of Section 6:364(6) of the Civil Code. During the period of responsible custody, the Bank charges the fees, otherwise announced in the list of terms and conditions, applicable pursuant to Section 5:9(3) and 6:585(2) of the Civil Code in compliance with the provisions of Section 6:272 of the Civil Code. The technical account used for the responsible custody is not a securities account, a customer account or a payment account. The authorisations to give instructions regarding terminated accounts do not apply to the technical account. Only the beneficiary (the owner of the assets) may give instructions regarding the technical account and only in order to make sure that the assets are collected from the technical account or are transferred to the securities or customer account kept for the beneficiary. The Bank does not send any statement on the technical account. If the beneficiary fails to provide instructions for the financial assets recorded in the technical account despite the Bank’s order to do so and the Bank’s fee demand indicated above is not satisfied (i.e. the record-keeping would entail costs advanced by the Bank), the Bank will have the right to sell the securities at the currently available market price. The consideration for such a sale is recorded on the technical account for the beneficiary. The Bank may debit its fee receivables directly to the technical account.

12.2. Specific rules of securities custody

12.2.1. If the agreement includes custody the Bank undertakes to collect the proceeds of the securities held in collective deposit on the consolidated securities account
and credit them to the cash account kept with the Bank or any other account designated in the agreement between the Customer and the Bank. In the case of printed securities, the Bank agrees to collect the revenues only if the required declarations and other information required by the Bank are available. The Bank may provide other relating services within the framework of custody; the fee thereof is set out in the List of Terms and Conditions. The Bank reserves the right to only accept for custody the securities specified by the Bank and listed in the List of Terms and Conditions displayed in its premises open to the public and on its website. For the purposes of these Business Rules, proceeds shall mean interest, dividend, yield, repayment of the principal, repayment of the principal upon maturity. The Customer shall deliver to the Bank any declaration or other document necessary for the collection of yields, including the declaration necessary to calculate the tax liability in respect of the yields at the Bank’s request, at the time required by the Bank. Any loss or damage arising out of the failure to perform or any delay in performing this obligation shall be borne by the Customer.

12.2.2. The duties of the Bank as a custodian shall not include the preservation of the value of the securities and making efforts to ensure the highest possible yield available.

12.2.3. The Bank shall not be responsible for collecting the yields of deposit if it is hindered by a legal dispute between the Customer and the issuer (distributor) of the securities or by the imputable behaviour or any circumstances within the control of the issuer.

12.2.4. The Bank may enter into an agreement with a third party (sub-custodian or contributor) – selected with expected due care – for the management of the instruments and funds of its Customers, also without the consent of its Customers, if such third party satisfies the conditions set forth in Section 57(1) to (3) of the Investment Services Act. In the interest of verifying compliance with the said provisions, the Bank shall regularly but at least monthly match the records and accounts kept by it against the records and accounts of such third parties, and it shall at least yearly review – with expected due care – the selected person and the solutions applied for the safe-keeping of the financial instruments.

12.2.5. In respect of corporate events affecting securities kept on the Customer’s consolidated securities account, the Bank shall proceed as follows:

(a) for the purposes of this section, a corporate event means all occasions when the holder of the securities is entitled to exercise the rights attached to the securities against the issuer or the event treated by KELER or the issuer as a corporate event;

(b) the Bank agrees to send a representative to a general meeting only on the basis of individual consideration, if specifically agreed to that effect with the Customer;

(c) the Customer shall be responsible for monitoring corporate events affecting securities in the Bank’s custody; the Bank does not monitor corporate events;

(d) the Bank is entitled but not obliged to notify the Customer of corporate events affecting securities in custody;

(e) if the Bank is notified of a corporate event by the issuer or its sub-custodian, it is entitled but not obliged to forward it to the Customer. During this, the Bank does not review the contents or does not
translate the notice; it shall forward the notice of the corporate event to the Customer with unchanged content, in the language of the original notice, and does not assume responsibility for the authenticity and comprehensiveness of its content. The Bank does not provide advice to the Customer in connection with forwarded corporate events, in particular, it does not provide legal, fiscal or accounting advice.

13. Rules on keeping of bank accounts

13.1. General provisions governing accounts that the Bank may keep for Customers

13.1.1. On the basis of the account agreement and for consideration of payment of a fee, the Bank agrees to open for the Customer

a. a consolidated securities account for keeping a record of certified (produced in a documentary form) and dematerialised securities owned by the Customer;

b. only for the purposes of implementing transactions related to the services used by the Customer in the course of investment services and supplementary services provided by the Bank and keep a customer account for keeping a record of the Customer’s financial assets.

13.1.2. It is not a condition for the conclusion of an account agreement that the Customer has securities eligible for entering in its records. The account agreement shall not terminate by reason of the circumstance that the balances of each or all of the accounts are reduced to zero.

13.1.3. The Bank shall conclude the account agreement with the Customer for an indefinite period of time. The parties may terminate the agreement by mutual agreement at any time with immediate effect.

13.1.4. Regarding the right to give instructions in respect of the account(s), the provisions applicable to bank accounts kept with the Bank shall be applicable in accordance with the provisions of the General Business Rules.

13.1.5. The Customer may terminate the account agreement in writing at any time, giving a due date of 15 (fifteen) days, without the obligation of providing a reason for doing so. A consumer Customer may terminate a consolidated securities and customer account contract concluded by means of distance marketing within 14 days following contract conclusion without giving a due date. The termination of the agreement shall be valid only if

a. simultaneously with the termination the Customer specifies another account keeper, except for the case when the Customer has no claims in respect of the account, and

b. the Customer has satisfied all outstanding payment obligations vis-à-vis the Bank or in the case of a Stock Exchange deal vis-à-vis third parties, and has no open positions.

13.1.6. The Bank is entitled to terminate the consolidated securities account contract in accordance with the legal rules at any time, in writing, upon 30 days’ notice, without providing a reason for doing so.

---

1 The amendments contained in Section 13.1.5 shall take effect on 1 September 2020.
13.1.7. If the balance of the consolidated securities account is not reduced to zero at the time of the notification about the termination, concurrently with the giving notice the Bank shall draw the attention of the Customer to the fact that the Customer shall specify a new account keeper. In the absence of a new account keeper, after the termination of the agreement, the Bank shall proceed in accordance with the provisions of these Business Rules applicable to responsible custody.

13.1.8. Under a separate agreement and at the Customer’s request, the Bank shall ensure that the Customer’s financial instruments recorded on a consolidated securities account are separated on an individual sub-account at the central depository. This individual sub-account serves only the purposes of record-keeping. The Customer has no right to give instructions regarding the sub-account. The costs and risk associated with using a sub-account are set out in the List of Terms and Conditions.

13.2. Keeping consolidated securities accounts

13.2.1. A consolidated securities account is a record that shows all the certified (produced in a documentary form) and dematerialised securities owned by the Customer. The Bank shall enter the Customer’s securities in its records on the consolidated securities account indicated by the Customer which have been deposited with the Bank or the sub-custodian and the sub-custodian has accepted the securities as deposit for the Bank.

13.2.2. The Bank may refuse to enter the securities into the records notifying the Customer if the securities deposited with the sub-custodian are not credited to the account of the Bank held with the sub-custodian. If the securities have been credited to the account of the Bank held by the sub-custodian but it is not obvious from the record to which account of the Customer held by the Bank they are to be credited, before crediting the Bank is entitled to ask a declaration to that effect from the Customer. The Bank shall be also entitled to suspend the data processing until receipt of such declaration.

13.2.3. If on the basis of the transfer of securities a crediting cannot be made the Bank shall immediately notify the person giving the transfer instruction and, in the event of dematerialised securities, the issuer. The reason of the failure of such crediting shall be stated in the notification.

13.2.4. The Bank shall keep consolidated securities accounts and tax capital accounts segregated and record as many details so that the account will at all times be suitable for identifying the securities recorded, for settlement and for specifying the location of storage.

13.2.5. The Bank shall collect the proceeds of the securities recorded on the account kept for the Customer in accordance with the provisions of these Business Rules and shall credit such proceeds to the Customer’s account designated for settlement on the banking day following the receipt of such proceeds, at the latest, if the currency of the account and the proceeds is the same. If the collected amounts need to be converted into a foreign currency the date of crediting shall be postponed until the end of the period of time required for such conversion.

13.2.6. The Bank shall debit consolidated securities accounts in accordance with the instruction of the Customer and transfer them to an account held with another account keeping institution, if the Customer sells the securities, or withdraws them from custody.
13.2.7. When a shareholder intends to exercise his or her shareholder’s rights in person, the Bank shall issue an ownership certificate in respect of the dematerialised securities credited to the consolidated securities account. In other respects, the provisions of these Business Rules applicable to certificates of deposit shall apply to the ownership certificates.

13.2.8. The Customer acknowledges that he, she or it may exercise shareholders rights in respect of the shares credited on the consolidated securities account vis-à-vis the company issuing such shares only if he himself or a person authorised by him has been registered in the Share Register of the company.

13.2.9. The Customer may give instructions regarding the account in the way prescribed by the Bank, and in then manner and personal scope reported by the Customer and entered into records by the Bank.

All transactions performed on the consolidated securities account shall be well traceable and suitable for certification. Certification shall be implemented by way of statement. The statement issued with regard to the consolidated securities account shall provide information on the composition and amount of the recorded dematerialised securities and securities kept in custody on the day of issuing such statement, as well as the credits and debits on the account during the period covered by the statement and the balance of the account.

13.2.10 The Bank shall notify the Customer of any credit or debit entry made on the consolidated securities account and of the balance of the account monthly, in account statements.

13.2.11 The Bank shall collect the debit orders attaching to the consolidated securities account and/or the customer account during its business hours. The accepted orders shall be performed at the time specified in the Customer’s order, in the lack thereof on the next business day at the latest. The Bank shall accept debit orders for performance on the same day both in respect of the Customer’s account and the consolidated securities account by the time specified in the List of Terms and Conditions. The Customer acknowledges that for the purpose of ensuring sufficiency of cover the Bank shall carry over items between accounts of the Customer kept with the Bank, to the extent necessitated by the Customer’s orders and positions.

13.2.12. The Bank shall send printed account statements to Customers that do not have any electronic channel.

13.2.13. The Bank shall send account statements to natural person Customers that have an electronic channel via that electronic channel. In addition, the Bank shall send paper-based statements or statements on durable medium (e.g. by e-mail) to natural person Customers that have an electronic channel only if the Customer does not query his, her or its account statement at least once a quarter via the available electronic channel. The Bank considers an entry in the electronic channel to be querying the statement.

13.2.14. The Bank shall also send printed account statements to non-natural person Customers that have an electronic channel.

13.2.15. Other than this, the Bank shall provide the Customer with printed account statements only at the Customer’s request against payment of the fee specified in the List of Terms and Conditions. At the Customer’s request, the Bank shall make out a statement on a case-by-case basis without delay.

13.2.16. The Bank shall send an account statement free of charge only once, by the 31st day of the first month of the year following the reference year, regarding accounts on which securities or monetary claims have not been entered in the
records on the account in the reference year. The Bank shall not send interim account statements free of charge about accounts either on which there are no securities or monetary claims after the debits certified in the last account statement.

13.3. **Blocked securities sub-account**

13.3.1. The Bank shall open a blocked securities sub-account to the Customer if:

a. so requested by the Customer or both the Customer and the beneficiary of the account;

b. the Customer carries on business at the Bank for which the Bank requires that a blocked account be opened;

c. the securities on the account are subject to court or official action or encumbered with a third party’s right;

d. by virtue of law.

13.3.2. The Bank may set the conclusion of a tripartite agreement between the Bank as account keeping bank, the Customer and the third person beneficiary as a precondition for the opening of a blocked sub-account for the purpose of ensuring a third party’s right.

13.3.3. The Bank shall in all cases indicate the title of blocking (e.g. security deposit, charge, court deposit, litigated claim, execution procedure, etc.) and the beneficiary in whose favour the blocking was made.

13.3.4. The Bank shall send the account statement issued on a blocked sub-account to the account holder and to the person in favour of whom the title of blocking is registered, and also to the court, executor or other authority to whom it pertains. The same procedure shall apply when the blocking is cancelled.

13.3.5. The Bank shall only perform instructions of the Customer in respect of a blocked securities sub-account to the extent such instruction is not inconsistent with the title of blockage.

13.3.6. The securities may only be released from the blocked securities sub-account if the circumstance giving rise to the blockage has ceased to exist and it is declared and notified by the appropriate person, and/or in the case of blockage requested by the Customer, if the order given in respect of the blockage so provides. In such case the Bank shall forthwith reinstall the securities in question into the consolidated securities account.

13.3.7. If the beneficiary of the blockage offers reliable evidence to certify that it has acquired ownership title to the securities held on the blocked securities account, the Bank shall immediately take action to transfer the securities to the securities account identified by the new holder.

13.3.8. If the account holder is entitled to alienate the securities during the period of the blockage, the Bank shall procure that the securities are credited to a blocked securities sub-account attached to securities (deposit) account kept for the new holder indicating the circumstance giving rise to the blockage.

13.3.9. Based on an agreement with the Customer and the third-party beneficiary, the Bank opens a blocked sub-account, attached to the Customer’s consolidated securities and customer account even if the Customer has pledged the securities registered on the consolidated securities account as security deposit for a third party.
13.4. Customer accounts

13.4.1. The Bank maintains a customer account to record the earnings of the account holders on these accounts, and shall settle payments charged to the account holder from the customer account. The customer account shall be opened under the provisions of the agreement of consolidated securities and customer account. Only the persons who are notified towards the Bank to give instructions regarding the consolidated securities account shall have the right to give instructions regarding the customer account as well.

13.4.2. The customer account is an account for limited purposes, in relation to which only simple transfers and cash payments may be used as payment methods. A customer account is an account used for the keeping a record of the Customer’s financial assets and the implementation of transactions relating to the services used by the Customer in the course of the investment services and supplementary services provided by the Bank. Unless the law provides otherwise, the party having access to the customer account may initiate transfers only into a customer account kept in the name of the account holder or into a payment account kept in the name of the account holder by the credit institution. The Bank shall only execute payment orders that meet the requirements set in legislation. Using the customer account at variance with its intended purpose and in deviation from the provisions of this section shall be deemed an event of gross breach, where the Bank is entitled to terminate the consolidated securities and customer account upon 30 days’ notice.

13.4.3. If the balance of the customer account does not cover all due payment orders, the Bank shall take into consideration the arrival order when performing orders.

13.4.4. The account agreement shall not terminate by reason of the circumstance that the balance of the customer account is reduced to zero.

13.4.5. In the case of the termination of the customer account, the Bank shall credit the cash from the customer account to a registered bank account of the Customer kept with the Bank not later than on next day following the date of termination of the customer account. If the Customer has no bank account kept with the Bank, or the Customer does not indicate a registered bank account kept with another financial institute, the cash balance of the customer account shall be paid in cash or by post within 8 business days following the termination of the customer account by the Bank.

13.4.6. If expressly requested by the Customer, the Bank may transact payments in connection with the investment services it provides to a Customer through the bank account of Customer kept with the Bank.

13.5. Special provisions for the accounts with portfolio management by MKB-Pannónia Alapkezelő Zrt.

13.5.1. If the Customer notified the Bank in writing that assets in portfolio management by MKB-Pannónia Alapkezelő Zrt. (hereinafter referred to as: “MKB-Pannónia”) were recorded on its consolidated securities accounts and customer accounts and for this reason the Customer gave the right of exclusive disposal over these accounts (hereinafter referred to as: Portfolio Account) to MKB-Pannónia, the Bank would act according to what is included in this present subsection.
13.5.2. From the third bank business day following the above referenced written notification, the latest, the Bank will accept the disposal of MKB-Pannónia only with respect to the Portfolio Accounts. The Bank shall not accept the disposals of the Customer over the Portfolio Accounts until the Customer revokes the exclusive right of disposal given to MKB-Pannónia in writing.

13.5.3. MKB-Pannónia shall exercise its right of disposal over the Portfolio Accounts pursuant to the content of the bilateral agreement concluded by and between MKB-Pannónia and the Bank.

13.5.4. The responsibility of the Customer is to provide the coverage of his/her orders given for the non-Portfolio Accounts on the non-Portfolio Accounts. In the case of lack of funds, however, the Bank shall be entitled to utilise the balance of the Portfolio Accounts, too.

13.5.5. Taking into account that during exercising its exclusive right of disposal over the Portfolio Accounts MKB-Pannónia shall act on its own behalf, for the benefit and charge of the customer, during the performance of orders given for the Portfolio Accounts by MKB-Pannónia the Bank will not consider the result of the compliance/aptitude test of the Customer. The recording of the aptitude test and performance of transactions accordingly shall be the responsibility of MKB-Pannónia.

13.5.6. The Bank shall send Contract Confirmation about the transactions concluded for the Portfolio Accounts to MKB-Pannónia only.

13.5.7. The Bank shall send information following the performance of transactions concluded for the Portfolio Accounts to MKB-Pannónia only.

13.5.8. The Bank shall send notification of the corporate events it became aware of in connection with the financial assets kept on the Portfolio Accounts to MKB-Pannónia only.

The provisions specified in this present sub-section shall also be appropriately applicable to the payment accounts of the Customer, in connection with which the Customer notified the Bank in writing that the portfolio manager of the financial assets recorded on the accounts was MKB-Pannónia, for which reason the Customer provided MKB-Pannónia with exclusive right of disposal over the accounts.

13.6. **Procedure in the event of a Customer’s death**

13.6.1. The procedure below shall be followed upon the Bank’s becoming aware of the Customer’s death regarding the consolidated securities accounts and customer accounts kept for the Customer:

13.6.1.1. The Bank blocks the Customer’s accounts. The blocking does not affect the execution and the settlement of orders provided previously.
13.6.1.2. Any and all mandate provided by the Customer for keeping accounts or executing transactions shall cease.

13.6.2. For the purposes of this sub-section, the proven presentation of the following documents to the Bank shall be deemed credible evidence of information obtained by the bank: death certificate, final court decision regarding the official declaration of death, final court decision determining death, inquiry sent by a notary public regarding inheritance and the foreign equivalents of the above issued in proper form.

13.6.3. The Bank is entitled to act as set forth in this sub-section also upon non-credible evidence on information obtained by the Bank on the Customer’s death for the purpose of protecting the interest of the heirs, provided that in this case the Bank will maintain the blocking and other restrictions until it has obtained credible evidence whether or not the Customer is alive or dead.

13.6.4. The Bank shall not be liable for losses and damage incurred by the heirs or third persons arising from the execution of transactions initiated by the authorised person over the period of time that has passed between the Customer’s death and the information credibly obtained by the Bank to that effect, or by the Customer prior to his/her death.

13.6.5. Only the heir determined in a final and executable transfer order (including the notarised excerpt thereof), in a (European) certificate of inheritance, a final court decision or an equivalent foreign document may dispose over the consolidated securities and customer account blocked in accordance with this sub-section. The heir’s disposal may only include the transfer of the dematerialised financial instruments onto the securities account kept under his/her name or the receipt of the securities in physical form and the transfer of funds accounted on the Customer’s account to the customer or the payment account kept under his/her name or the withdrawal of the same in cash. If any fees, costs or other amounts owed are accounted on the deceased Customer’s account, the heir shall pay such amounts due concurrently with such disposal.

13.6.6. Following the execution of the instruction regarding disposal by the heir, the Bank terminates the consolidated securities and customer account kept for the Customer also in lack of the express instruction by the heir to that effect.

14. Consulting services for corporate Customers

14.1. Within the framework of an agency agreement the Bank may undertake to provide professional advice in relation to the capital structure or business strategy of the principal, on the basis of which it may undertake to make business and accounting analyses and deliver to the Customer the draft of proposed legal documentation necessary for the Customer’s targets.

14.2. Within the framework of an agency agreement the Bank may undertake to provide professional advice in relation to merger or takeover of companies and to provide necessary investment and supplementary services.

14.3. On the basis of an agency agreement concluded with the Customer, the Bank may agree to carry on duties related to the execution of the acquisition of qualifying holding in companies limited by shares by way of public purchase offer, within the framework of which it shall compile the public offer for purchase in accordance with the provisions
of the Act CXX of 2001 on capital markets and comply with the obligations to make announcements, publications and acquire the necessary authorisations required by law.

14.4. In the event of the approval or the implied consent of the Supervisory Authority, the Bank shall publish the public offer for purchase, arrange the whole process of the public offering, enter into the share purchase agreement in favour of its principal, collect the declarations of acceptance and announce the result of the public offer to the Supervisory Authority and publish the result of the public offer.

15. Investment consulting

15.1 Within the scope of investment consulting, the Bank shall provide consulting services personalised to the Customer in connection with transactions related to financial instruments. When making a personal offer, the Bank shall take into account the Customer’s personal circumstances that may be learned from his or her fitness test.

15.2. The Bank may specify the scope of financial instruments recommended by itself as part of investment consulting in the List of Terms and Conditions or an announcement.

15.3. The Bank shall provide investment consulting on a non-independent basis. Investment consulting is based on the analysis of a limited range of various asset types. As part of this, the Bank primarily takes into account a group of financial instruments the issuers or producers of which have a close relationship or other legal or economic relationship, e.g. contractual relationship, with the Bank, which results in the fact that investment consulting is not independent.

15.4. The Bank does not provide the Customer with regular analyses on the suitability of financial instruments offered. The Bank does not monitor the financial instruments purchased as a result of investment consulting and is not obliged to make additional offers in relation to them.

15.5. Investment consulting may be performed at the Customer’s request or on the Bank’s initiative. The Bank shall have the right to decide at its own discretion whether to provide investment consulting at the Customer’s request. The Bank is not obliged to provide investment consulting.

15.6. In the case of natural persons, the Bank shall provide investment consulting services only to the Customer; persons entitled to give instructions regarding the account or dealers authorised by the Customer are not entitled to use investment consulting services. Customers classified as eligible counterparties and professional customers are not entitled to use investment consulting.

15.7. In the course of investment consulting the Bank shall act with professional care reasonably expected of investment service providers. The Bank is responsible for providing professional advice that is compliant with legal regulations based on the information and data provided by the Customer in the fitness test. Consequences of the decision made by the Customer (success of the investment advice, the return on investment or the value of investment) cannot be passed on to the Bank.

15.8. The following shall not be regarded as investment consulting:

(a) the publication of facts, data, circumstances, studies, reports, analyses and announcements disclosed to the public and the provision of prior and subsequent information by the Bank for the Customer as prescribed by law cannot be regarded as investment consulting;

(b) investment analysis and financial analysis;
(c) disclosure of information concerning those financial instruments issued or traded by the Bank that are communicated to all Customers with the same content or that are accessible by everyone in the same manner;
(d) disclosure of information concerning financial instruments advised, recommended or offered by the Bank on an ad hoc basis, especially those that are issued or traded by the Bank or deposits combined with these financial instruments, if it was not given as a personalized recommendation.

15.9. On the basis of a separate contract relating to a particular product or that established with the Customer for such purposes, the Bank provides a model portfolio-based investment consulting. Within the framework of such model portfolio-based investment consulting, the Bank provides investment advice for investments adjusted to the Customers’ risk bearing capacity and willingness and for building a savings portfolio, based on model portfolios built by the Bank previously for groups of Customers with different risk appetite.

15.10. When providing investment consulting services, the Bank shall prepare a declaration of fitness for Customers rated as retail Customers, which includes a summary of the advice given and an explanation of how the recommendations made satisfy the Customer’s preferences, goals and other characteristic needs and why it is suitable for the Customer.

15.11. The Bank shall prepare the declaration of fitness before the transaction is concluded and shall forward it to the Customer depending on the method of consulting (in person, by phone or via an electronic channel) in a hard copy or, according to the Customer’s declaration and its agreement with the Customer, on another durable data carrier. In the absence of the Customer’s declaration, the Bank shall forward the declaration of fitness to the Customer by post.

15.12. If the agreement for the purchase or sale of financial instruments is concluded by using a telecommunications device that does not allow the declaration of fitness to be handed over in advance, the Bank may also hand over the declaration of fitness to the Customer immediately after the conclusion of the agreement, provided that the Customer has agreed to receive the declaration after the conclusion of the transaction without delay and the Customer has had the opportunity to postpone the conclusion of the transaction in order to receive the declaration of fitness.

16. Investment analysis and financial analysis

16.1. Within the scope of investment analysis the Bank shall prepare investment recommendations in relation to financial instruments or those issuing them in accordance with the Capital Market Act which shall be published or made available to Customers by other means. Investment consulting or preliminary or subsequent information provided for Customers in accordance with the Investment Services Act shall not be considered as investment analysis.

16.2. The Bank shall decide within its exclusive competence in relation to which financial instruments, issuers, transactions or markets to prepare investment analyses or financial analyses.

16.3. When investment analyses and financial analyses are prepared the Bank shall act with professional care reasonably expected of investment service providers in a way that the investment analysis or financial analysis shall reflect a professional opinion without being suitable to provide an exclusive basis for investment decisions to be made by Customers.
16.4. Unless otherwise provided in the analyses published by the Bank, the published investment analyses (i) shall not be prepared in accordance with the legal requirements aimed at promoting the independence of investment analyses, and (ii) shall not be affected by the prohibition with regard to the conclusion of transactions prior to the circulation and publication of investment analyses as specified in the Investment Services Act. In such cases the contents of the investment analyses may not be considered in a way that the findings stated in them contain objective and independent explanations.

17. **Provision of investment loans**

17.1. Based on a separate and dedicated contract, the Bank may provide an investment loan to purchase a financial asset in the implementation of the purchase transaction of which the Bank takes part.

17.2. An investment loan may be provided on the basis of the Customer’s written application for it (the ‘Credit Application’).

17.3. The Customer shall be liable for the genuineness of the information provided to the Bank. If the information submitted by the Customer in his Credit Application is not sufficient for credit rating, then the Bank may request that the Customer provide additional data or documents at the Customer’s expense.

17.4. The Bank specifies and, whenever it deems necessary and due, may modify from time to time the criteria applicable to the analysis of the Customer’s creditworthiness.

17.5. The receipt of the Customer’s Credit Application by the Bank does not mean an obligation either for the Bank or for the Customer to enter into a contract. Unless the terms and conditions pertaining to the currently available investment credit product provide otherwise, within 30 days from the acceptance (acceptance of the credit application) of all parts of the Credit Application, the Bank shall either make a contractual offer or refuse the Credit Application in writing on the basis of the data made available therein. If it is necessary by the amount of the facility specified in the Credit Application or by the nature of the transaction, the Bank is entitled to extend the deadline for the acceptance of the offer. The Bank shall immediately notify the Customer on the extension of the deadline after the acceptance of all parts of the Credit Application.

17.6. The Bank may decide, within its own discretionary power, the terms and conditions applied from time to time, the clients eligible for loans and the financial instruments for the purchase of which it offers investment loans (the ‘Currently Available Investment Credit Product’). The Bank accepts Credit Applications only for the Currently Available Investment Credit Product. If there is no Currently Available Investment Credit Product, the Bank shall not accept a Credit application.

18. **Portfolio management**

18.1. The Bank sets out the following in the portfolio management contract:

a. conditions for the commencement of portfolio management services,

b. method and terms and conditions of the termination of agreements concluded with respect to portfolio management services,

c. investment guidelines,

d. all costs related to portfolio management services, including

   – all costs to be covered in connection with the acquisition and holding of financial instruments and the conclusion, maintenance and
performance of agreements relating to portfolio management, including any fees, commissions (by financial instrument and transaction), contributions and taxes which the Bank deducts or accounts for (hereinafter: ‘full price’),

- names of individual foreign exchange products or currencies, the exchange rate applied and the costs of conversion if the full price or a part thereof is to be paid in a foreign currency or in foreign exchange,

- the fact that costs and/or tax payment liabilities may arise in connection with the transaction relating to the financial instrument determined in the agreement which are not payable via the Bank,

- other rules relating to payment or the method of performance.

e. method of payment and settlement of the costs defined in paragraph d),

f. information on the method and frequency of valuation of the financial instruments in the customer’s portfolio, as specified in the contract,

g. details of portfolio manager’s right of free deliberation in respect of the totality or a part of the customer’s financial instruments and funds,

h. the reference value against which the yields of the financial instruments contained in the Customer’s portfolio are determined,

i. financial instruments which may be transferred to the customer’s portfolio and the transactions which may be executed in respect thereof, including any related restrictions, and

j. the objectives attainable in the course of the management of the portfolio, the risk level to be taken into consideration in the portfolio manager’s deliberation and the restrictions on the portfolio manager’s right of deliberation.

18.2. Minimum Limit

The minimum limit of the Portfolio constituting the subject matter of portfolio management (Minimum Limit) is HUF 30,000,000, i.e. thirty million forints

18.3. General rules for the disposition and management of the assets constituting the Portfolio

18.3.1. Within the boundaries of the agreement, the Bank is free to dispose of the proportion of funds generated during the term of validity of the portfolio and the agreement which was handed over for management and shall provide for the utilisation and/or re-investment of the portfolio in accordance with the principles determined by the Customer. The Bank shall act in its own name and for the benefit of and at the expense of the Customer in respect of the financial instruments in the portfolio which it manages. The Bank itself shall owe liability towards the Customer for any service provided by third parties as part of its portfolio management activities.

18.3.2. The Bank shall keep records of and manage the portfolios managed for the individual customers by customer and, if it manages more than one portfolio for a single customer, by portfolio.

18.4. The investment strategy and its modification, target market and related suitability test
18.4.1. The Bank shall inform the Customer, prior to the conclusion of the contract, of the investment strategies that may be chosen, their terms, conditions, fees and costs, as well as the financial instruments that may be included in the portfolio in accordance with the chosen strategy, and the restrictions associated with them, including the types of financial instruments that may be bought and sold in the portfolio management, the types of transactions that may be executed on behalf of the Customer, and any prohibited instruments or transactions. At the beginning of each year, the Bank informs its existing Customers of the expected total costs to be incurred in the next period (1 year) for portfolio management by sending the first monthly report.

18.4.2. The Bank also performs a target market analysis. Assets outside positive target markets and assets in negative target markets may be included in the Portfolio in order to ensure diversification resulting from the investment strategy. The Bank identifies in the monthly report those financial instruments which are not included in the positive target market.

18.4.3. The Customer accepts the Bank's best execution policy annexed to these Business Rules and, subject to the terms and conditions set out therein, consents to the Bank executing the executable transactions or orders outside the trading venue in the course of the portfolio management service.

The Customer also accepts the provisions of the allocation rules applied in the context of the portfolio management service, which are annexed to these Business Rules.

18.4.4. The Customer acknowledges that the chosen investment strategy may be chosen or modified in such a way that it is considered suitable for the Customer as a whole. On this basis, and contrary to the provisions of these Business Rules, the Bank does not assess the suitability of individual transactions and financial instruments individually, but in relation to the chosen investment strategy as a whole and its impact on it, therefore the entire portfolio must be deemed suitable.

The Customer may modify the chosen Investment Strategy at any time. The modification is only possible if the modification results in the portfolio remaining suitable for the Customer.

18.4.5. The Customer must notify the Bank in writing of any change to the chosen Investment Strategy. At the same time, the Customer is obliged to submit to the Bank all the documents required for the modification, signed and, if the modification of the chosen investment strategy entails a deposit requirement, other costs or fees that cannot be met from the portfolio, to provide the Bank with the corresponding funds or securities (additional funds and financial assets). The Customer expressly acknowledges that the modification shall not enter into force until the relevant documents have been submitted to the Bank and the additional funds and securities have been credited to the Customer's account.

18.4.6. The Customer acknowledges that if the modification in the chosen investment strategy requires a new suitability test, the change will only enter into force once the Bank has conducted the suitability test and informed the Customer of the, suitable, result of the test.

18.4.7. The entry into force refers only to the commencement of the restructuring of the Portfolio in accordance with the modification, and the Bank does not commit to a deadline for the completion of the restructuring of the Portfolio, as this is subject to market conditions.

18.4.8. The Customer's communication shall contain in detail all relevant information regarding the modification of the chosen Investment Strategy and the Customer acknowledges that the Bank is entitled to consider the content of the communication to contain all relevant information regarding the modification.
18.4.9. If a suitability test is required for the modification and the result of the suitability test changes, the Bank shall be entitled to update the relevant Annex to the Portfolio Management Contract, while simultaneously informing the Customer thereof. The Customer shall notify the Bank of the modification two banking days before it enters into force. The Customer acknowledges that, if they fail to comply with the rule on the deadline for notification, the Bank shall be obliged to comply with the time indicated in the notification as the date on which the modification enters into force to the extent permitted by market conditions. All additional costs and damages resulting from the delay in notification shall be borne by the Customer.

18.4.10. The Customer acknowledges that a modification to the chosen investment strategy within the yield determining period may have an adverse effect on the yield of their portfolio and that any liability and damages for loss of yield shall be borne entirely by them.

18.4.11. If a modification in the investment strategy gives rise to a deposit requirement on the part of the Customer, the Bank shall be entitled to satisfy the deposit requirement against the portfolio to the extent provided for in these Business Rules and in the relevant announcement.

18.4.12. In case of a change in the chosen investment strategy, the Bank shall be entitled, in accordance with the procedure and at the price specified in Section VIII.11, to liquidate the Portfolio in whole or in part and to create a new Portfolio in whole or in part corresponding to the change. The Customer's submission to the Bank of a notification of a change to the Portfolio in accordance with these Business Rules shall also constitute consent to the liquidation pursuant to this Section.

18.4.13. In case of a change in the investment strategy, since the reference yield is also changed, the Bank shall prepare an account for the day following receipt of the change request signed by the Customer and shall also settle the order fee and success fee due on a pro rata basis.

18.4.14. The Bank reviews the investment policy applied by it in the course of portfolio management on a monthly basis. Informing the Customer of the investment policy does not imply that the Bank promises the Customer capital protection or yield protection in the management of the portfolio.

18.5. Cost-benefit analysis

18.5.1. In accordance with Article 54 (11) of Commission Delegated Regulation (EU) No 2017/565 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive, the Bank, as portfolio manager, performs a cost-benefit analysis for each transaction that results in a switch between investments in the Portfolios. The analysis shall include an analysis of the total costs of the sale of any financial instrument and, in contrast, a description of the benefits of the financial instrument to be bought.

18.6. Periodic reports on portfolio management

18.6.1. The Bank prepares and sends to the Customer, at least at the intervals and with the content specified in accordance with Article 60 of Commission Delegated Regulation (EU) No 2017/565, a report on the Portfolio Management activities performed in relation to the Portfolio, for the last day of the relevant period. This periodic report shall include the
portfolio management activities performed on behalf of the Customer and the performance of the Portfolio during the relevant period, including, inter alia, the composition, holdings and valuation of financial instruments (by portfolio), the investments made and matured during the relevant period, as well as the yields, except where this statement is provided by another person.

18.6.2. The reports to be prepared by the Portfolio Manager and sent to the Customer are generated automatically by the Portfolio Manager's IT systems and are therefore sent to the Customer without the Portfolio Manager's signature and only with the name of the Portfolio Manager.


18.1. Definitions:

18.1.1. EMIR: Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories (European Market Infrastructure Regulation), including also any amendment thereof;

18.1.2. Regulations: Commission Delegated Regulation (EU) No 148/2013 supplementing with regard to regulatory technical standards on the minimum details of the data to be reported to trade repositories and Implementing Regulation (EU) No 1247/2012 laying down implementing technical standards with regard to the format and frequency of trade reports to trade repositories, including also any amendment of these legal regulations;

18.1.3. LEI code: an identification code issued by eligible organisations to non-natural person Customers, based on the request of the parties, for consistent legal subject identification;

18.1.4. Trade repository: a legal entity, proceeding based on a licence issued by the European Securities and Markets Authority, which centrally collects and manages the data of reported derivative transactions.

18.1.5. Pursuant to Article 9 of EMIR, counterparties taking part in derivative transactions shall ensure that the details of any derivative contract they have concluded and of any modification or termination of the contract are reported to a trade repository and that the transactions are reported only once. Due to its reporting obligation the Bank will not enter into derivative transactions if the Customer does not provide the Bank with its LEI Code.

18.1.6. The Bank performs the reporting obligation relating to derivative transactions concluded with the Customer also on behalf of the Customer if the Customer previously submitted to the Bank its LEI code and did not submit in writing to the Bank any written instruction expressly contrary to that.

18.1.7. The Bank calls it to the attention of its customers classified as undertakings for collective investments in transferable securities (UCITs) or alternative investments funds (AIFs) that, in accordance with Article 9 (1b) and (1c) of EMIR, regarding derivative transactions concluded outside the stock exchange or any other regulated market where the counterparty is a Customer classified as a UCIT or an AIF, the fund manager of the given Customer shall have the duty and be liable for reporting the data of the relevant transactions and for ensuring the accuracy of the data reported.
18.1.8. The Bank may select the Trade Repository on its own, without the Customer’s consent, and may also contract a third party for performing the reporting obligation. The Bank is liable for the performance of any third party as if it proceeded itself.

18.1.9. In the course of performing the reporting obligation, the Bank assumes, until it learns about any customer declaration with a different content, that
   a. the beneficiary of the transaction is the Customer itself;
   b. the transaction relates directly to the Customer’s trading activity or liquidity financing, i.e., it is a collateral type transaction, if it is concluded outside the stock exchange or outside any other regulated market;
   c. the transaction is not for collateral purposes, if it was concluded on the stock exchange or some other regulated market;
   d. the Customer has a ‘non-financial contracting party status’ according to EMIR and has not reached the settlement limit.

18.1.10. The Customer shall inform the Bank in writing in advance or, with regard to a specific transaction, during the transaction, if the report shall contain information other than stated in the previous section in relation to the Customer or the transaction. The Customer shall bear any damages arising from the failure of the notification. In addition to the above, to ensure that the Bank is in possession of all the data necessary for complying with its reporting obligation, under subparagraph two of paragraph (1a) of Article 9 of EMIR, the Customer shall provide the Bank with the data of the OTC derivative transactions entered into between them, in respect of which it cannot be reasonably assumed that the Bank is in possession of such data. The Customer shall be liable for ensuring the accuracy of such data.

18.1.11. The Customer may declare in writing, at any time, without any reasoning, that it does not request that the Bank fulfil the reporting obligation on its behalf, in which case the Bank will prepare the report only in its own name from the first business day after receiving the declaration.

18.1.12. The Bank registers in its systems a unique ‘trading ID’ (UTI) and an identification number for the particular derivative transaction type generated during the transaction and informs also the Customer of the same IDs, which they shall also register, during the transaction. While performing the reporting obligations, those IDs shall be indicated, irrespective whether or not the reporting obligation is performed only by the Bank or by both parties.

18.1.13. The fees and charges applied by the Bank to the Customer for performing the reporting obligation are specified in the Bank’s List of Terms and Conditions.
ENTRY INTO FORCE OF THE BUSINESS RULES

These modified Business Rules enter into force on 29 December 2021. The amendments are indicated in red. At the same time as the entry into force, the Bank's "Business Rules on the Provision of Investment Services and Ancillary Services", which entered into force on 13 August 2020, are repealed.

Budapest, 29 December 2021

MKB Bank Nyrt.
## Annex No 1

### MKB branches and business hours

<table>
<thead>
<tr>
<th>Budapest Branches</th>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 1024 Bp. Széna tér 4. (Mammut)</td>
<td>(1) 315 0690</td>
<td>(1) 315 0672</td>
</tr>
<tr>
<td>2. 1032 Bp. Bécsi út 154. (Eurocenter)</td>
<td>(1) 439 3000</td>
<td>(1) 453 0822</td>
</tr>
<tr>
<td>3. 1051 Bp. Hercegprimás utca 10.</td>
<td>(1) 268 7461</td>
<td>(1) 268 7131</td>
</tr>
<tr>
<td>4. 1056 Bp. Váci u. 38.</td>
<td>(1) 268 7274</td>
<td>(1) 268 8079</td>
</tr>
<tr>
<td>5. 1093 Bp. Soroksári út 3/C (Duna Ház)</td>
<td>(1) 216 2991</td>
<td>(1) 216 2992</td>
</tr>
<tr>
<td>6. 1106 Bp. Örs vezér tere 25. (Árkád)</td>
<td>(1) 434 8110</td>
<td>(1) 434 8119</td>
</tr>
<tr>
<td>7. 1119 Bp. Fehérvári út 95.</td>
<td>(1) 204 4686</td>
<td>(1) 204 4717</td>
</tr>
<tr>
<td>8. 1124 Bp. Alkotás út 53. (MOM Park)</td>
<td>(1) 487 5550</td>
<td>(1) 487 5551</td>
</tr>
<tr>
<td>9. 1132 Bp. Nyugati tér 5.</td>
<td>(1) 329 3840</td>
<td>(1) 329 3859</td>
</tr>
<tr>
<td>10. 1138 Bp. Váci út 178. (Duna Plaza)</td>
<td>(1) 239 5110</td>
<td>(1) 239 5084</td>
</tr>
<tr>
<td>11. 1146 Budapest, Thököly út 100/a</td>
<td>(1) 222 4126</td>
<td>(1) 422 4161</td>
</tr>
<tr>
<td>12. 1173 Bp. Pesti út 237.</td>
<td>(1) 254 0130</td>
<td>(1) 254 0138</td>
</tr>
<tr>
<td>13. 1211 Bp. II. Rákóczi út 154-170. (Csepel Plaza)</td>
<td>(1) 278-5750</td>
<td>(1) 278-5769</td>
</tr>
<tr>
<td>Budapest &amp; Budapest environment Branches</td>
<td>Telephone</td>
<td>Fax</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-----------</td>
<td>-----</td>
</tr>
<tr>
<td>1. 2700 Cegléd, Kossuth tér 8.</td>
<td>(53) 505 800</td>
<td>(53) 505 819</td>
</tr>
<tr>
<td>2. 2800 Tatabánya, Fő tér 6.</td>
<td>(34) 512 920</td>
<td>(34) 512 940</td>
</tr>
<tr>
<td>3. 2900 Komárom, Bajcsy-Zsilinszky u. 1.</td>
<td>(34) 541 060</td>
<td>(34) 541 079</td>
</tr>
<tr>
<td>5. 3200 Gyöngyös, Köztársaság tér 1.</td>
<td>(37) 505 460</td>
<td>(37) 505 478</td>
</tr>
<tr>
<td>6. 3300 Eger, Érsek u. 6.</td>
<td>(36) 514 100</td>
<td>(36) 514 129</td>
</tr>
<tr>
<td>7. 3525 Miskolc, Szentpáli utca 2-6.</td>
<td>(46) 504 580</td>
<td>(46) 504 589</td>
</tr>
<tr>
<td>8. 4024 Debrecen, Vár u. 6/C.</td>
<td>(52) 528 110</td>
<td>(52) 528 119</td>
</tr>
<tr>
<td>9. 4400 Nyíregyháza, Szarvas u. 11.</td>
<td>(42) 597 610</td>
<td>(42) 597 611</td>
</tr>
<tr>
<td>10. 4600 Kisvárda, Szt. László u. 51.</td>
<td>(45) 500 680</td>
<td>(45) 500 689</td>
</tr>
<tr>
<td>11. 5000 Szolnok, Baross u. 10-12.</td>
<td>(56) 527 510</td>
<td>(56) 527 570</td>
</tr>
<tr>
<td>12. 5100 Jászberény, Lehel vezér tér 1.</td>
<td>(57) 504 840</td>
<td>(57) 504 849</td>
</tr>
<tr>
<td>13. 5600 Békéscsaba, Szabadság tér 2.</td>
<td>(66) 519 360</td>
<td>(66) 519 379</td>
</tr>
<tr>
<td>14. 6000 Kecskemét, Katona József tér 1.</td>
<td>(76) 504 050</td>
<td>(76) 504 053</td>
</tr>
<tr>
<td>15. 6400 Kiskunhalas, Kossuth u. 3.</td>
<td>(77) 520 620</td>
<td>(77) 520 625</td>
</tr>
<tr>
<td>16. 6500 Baja, Tóth Kálmán tér 1.</td>
<td>(79) 521 330</td>
<td>(79) 521 359</td>
</tr>
<tr>
<td>17. 6800 Hódmezővásárhely Kossuth tér 2.</td>
<td>(62) 530 900</td>
<td>(62) 530 909</td>
</tr>
<tr>
<td>18. 7030 Paks, Dózsa Gy. út 75.</td>
<td>(75) 519 660</td>
<td>(75) 519 679</td>
</tr>
<tr>
<td>19. 7100 Szekszárd, Garay tér 8.</td>
<td>(74) 505 860</td>
<td>(74) 505 878</td>
</tr>
<tr>
<td>20. 7400 Kaposvár, Széchenyi tér 7.</td>
<td>(82) 527 940</td>
<td>(82) 527 951</td>
</tr>
<tr>
<td>21. 8300 Veszprém, Óváros tér 3.</td>
<td>(88) 576 300</td>
<td>(88) 576 302</td>
</tr>
<tr>
<td>22. 8440 Herend, Kossuth Lajos u. 140.</td>
<td>(88) 513 610</td>
<td>(88) 513 618</td>
</tr>
<tr>
<td>23. 8600 Siófok, Sió u. 2.</td>
<td>(84) 538 150</td>
<td>(84) 538 169</td>
</tr>
<tr>
<td>24. 8800 Nagykanizsa, Erzsébet tér 8.</td>
<td>(93) 509 650</td>
<td>(93) 509 661</td>
</tr>
<tr>
<td>25. 8900 Zalaegerszeg, Kossuth u. 22.</td>
<td>(92) 550 690</td>
<td>(92) 550 695</td>
</tr>
<tr>
<td>26. 9021 Győr, Becsei kapu tér 12.</td>
<td>(96) 548 220</td>
<td>(96) 548 259</td>
</tr>
<tr>
<td>27. 9027 Győr, Budai u. 1 (Árkád)</td>
<td>(96) 548 236</td>
<td>(96) 548 249</td>
</tr>
<tr>
<td>28. 9200 Mosonmagyaróvár, Magyar u. 26-28.</td>
<td>(96) 577 400</td>
<td>(96) 577 409</td>
</tr>
<tr>
<td>29. 9400 Sopron, Várkerület 16.</td>
<td>(99) 512 920</td>
<td>(99) 512 935</td>
</tr>
<tr>
<td>30. 9700 Szombathely, Szent Márton u. 4.</td>
<td>(94) 528 380</td>
<td>(94) 528 362</td>
</tr>
<tr>
<td>31. 2000 Szentendre, Kossuth Lajos u. 10.</td>
<td>(26) 501 400</td>
<td>(26) 501 399</td>
</tr>
<tr>
<td>32. 2030 Erd, Budai út 11.</td>
<td>(23) 521 840</td>
<td>(23) 521 859</td>
</tr>
<tr>
<td>33. 2040 Budaörs, Szabadság út 45.</td>
<td>(23) 427 700</td>
<td>(23) 427 719</td>
</tr>
<tr>
<td>34. 2100 Gödöllő, Kossuth L. u. 13.</td>
<td>(28) 525 400</td>
<td>(28) 525 419</td>
</tr>
<tr>
<td>35. 2120 Dunakeszi, Fő út 16-18</td>
<td>(27) 548 100</td>
<td>(27) 548 119</td>
</tr>
<tr>
<td>36. 2400 Dunaujváros, Vasmú utca 8/b.</td>
<td>(25) 512 410</td>
<td>(25) 512 429</td>
</tr>
<tr>
<td>37. 6724 Szeged, Kölesey utca 8.</td>
<td>(62) 592-050</td>
<td>(62) 592-058</td>
</tr>
<tr>
<td>38. 7622 Pécs, Bajcsy-Zsilinszky u. 11. (Arkád Pécs)</td>
<td>(72) 522-240</td>
<td>(72) 522-255</td>
</tr>
</tbody>
</table>

**OPENING HOURS**

H 8:00-17:00  
K-Cs 8:00-16:00
<table>
<thead>
<tr>
<th></th>
<th>P 8:00-15:00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mammut, MOM Park, Duna-Plaza,</td>
<td>, ,</td>
</tr>
<tr>
<td>Budapest Árkád Győr Árkád</td>
<td></td>
</tr>
<tr>
<td></td>
<td>H-P 09:00-17:00</td>
</tr>
</tbody>
</table>
CONSOLIDATED SECURITIES AND CUSTOMER ACCOUNT CONTRACT

which was concluded, firstly, by MKB Bank Nyrt. (head office: H-1056 Budapest, Váci u. 38., Hungary, place and number of company register: Court of Registration of the Metropolitan Tribunal, Cg. 01-10-040952, statistical No: 10011922-6419-114-01, No of licence authorising engagement in investment service activities: III/41.005-3/2001, a member of the Budapest Stock Exchange), as the Bank, and, secondly, by

................................................................................................................. (name, company name)
................................................................................................................. (address, head office)
Tax identification No/tax No: ................................................................................................................
Statistical No: ............................................................................................................................
bank account No: ............................................................................................................................
........................................................................................... as the ‘Customer’, (collectively the ‘Parties’) as follows:

1st The Customer hereby engages the Bank to open and keep a consolidated securities and customer account for the purpose of keeping records of and managing financial instruments and funds for the Customer and concluding transactions related to investment services and supplementary services provided by the Bank.

Consolidated securities and customer account No:
.................................................................................................................

2nd The Bank shall charge commissions and fees for its services arising in connection with the keeping of the above accounts, the rates of which are stated in the List of Terms and Conditions, as in force. The Customer declares that he, she or it received and became familiar with the List of Terms and Conditions in force at the time of the conclusion of the Contract before entering into this Contract.

3rd By signing this Contract, the Customer hereby requests that the Bank transfer the positive balance of the customer account at the end of each banking day, with same-day value date, to his or her following bank account kept with the Bank:
............................................................................................................................. (Its completion is optional.)

4th With respect to shares issued by a private company limited by shares headquartered in Hungary, which are recorded on or credited to the consolidated securities account, the Customer authorises the Bank to inform the issuer or the Shareholders’ Registrar of such shares in accordance with Government Decree No 67/2014 (III.13.) on certain issues related
to keeping shareholders’ registers of companies limited by shares about crediting such shares to the account.

**TO BE APPLIED ONLY TO NON-NATURAL PERSONS.**

(4a) By signing this Contract, the Parties establish a right to security deposit for the Bank on the dematerialised securities to be kept a record of on the consolidated securities account, to be opened pursuant to this Contract, securing the Bank’s overdue receivables from the Customer, arising from its investment services and auxiliary services, as well as financial and auxiliary financial services (pledge Contract). With regard to the scope, enforcement and settlement of the right to security deposit, the provisions of the Bank’s Business Rules on the Engagement in Investment Service Activities and the Provision of Supplementary Services, pertaining to the General Security Deposit shall be applied.

5. In matters not regulated in this Contract, the provisions of the Business Rules on the Engagement in Investment Service Activities and the Provision of Supplementary Services of the Bank (“Business Rules on Investment Service Activities”) shall govern, as well as the provisions of the Business Rules on the handling of bank accounts, deposit raising and relating services of the Bank which the former Business Rules explicitly makes reference to. The Customer hereby declares that he or she has taken delivery of the Bank’s Business Rules referred to above, familiarised him or herself with the contents thereof prior to the conclusion of this Contract and accepts the provisions thereof as binding on him or herself. The Customer expressly declares that he or she has become familiar with and accepts the best execution policy constituting an annex to the Business Rules (‘Execution Policy’). Furthermore, the Customer declares that he or she has received and familiarised him or herself with the Bank’s product brochure in relation to products and services within the scope of investment services and supplementary service activities (the ‘MiFID Product Brochure’) before entering into this Contract.

6. The Customer expressly consents to the Bank executing certain orders outside trading locations in accordance with the provisions of the Execution Policy.

7. By signing this contract the non-natural person customer expressly approves that the Bank is entitled to terminate this contract and any other contract between the Customer and the Bank with immediate effect if the Customer refuses to provide its ownership structure and/or the data of the beneficiary owner natural persons or provides incomplete data or data with untrue content.

8. The Customer hereby declares that he or she has become familiar with the restrictions on the use of the customer account, detailed in the declaration on the statutory use of the consolidated securities and customer account constituting an annex hereto, and will comply therewith during his, her or its investment activities.

9. If this contract has been entered into by means of distance marketing, in addition to the right of termination set forth in the Business Rules on Investment Services, a consumer Customer shall be also entitled to withdraw from the contract within fourteen days following the day of contract conclusion without providing reasons. A consumer Customer shall not be entitled to the right of withdrawal regarding the financial instruments regulated in the Investment Services Act, that is, the relevant provisions of...
the Business Rules on Investment Services shall be applicable to the withdrawal of orders given to the debit or to the credit of securities accounts opened by means of distance marketing.

10. The Customer hereby declares that, prior to the conclusion of this Contract, he or she understood and acknowledged all important and relevant information in connection with the nature of the transaction, the commitment and performance, including the fees and charges related to this Contract, and hereby enters into this Contract with regard thereto.

...........................................
Customer

...........................................
Bank

Annexes:

- Fatca and CRS Declarations
- List of Terms and Conditions
- Declaration on the method of the mandatory provision of information to Customers for NON-marketing purposes
- Declaration on the statutory use of consolidated securities and customer accounts
- Approval of managing and transfer of personal data
Annex No 2/2a

SECURITIES PURCHASE CONTRACT

which was concluded, firstly, by MKB Bank Nyrt. (head office: 1056 Budapest, Váci u. 38., place and number of company register: Court of Registration of the Metropolitan Tribunal, Cg. 01-10-040952, statistical No: 1001922-6419-114-01, No of licence authorising engagement in investment service activities: III/41.005-3/2001, a member of the Budapest Stock Exchange), as the **Bank**.

Name, company name: ..............................................................................................................
Address, head office: ...................................................................................................................
Tax identification No/tax No: ........................................................................................................
Consolidated securities and customer account No: .................................................................
Foreign exchange account No: ....................................................................................................
Customer identification No: ........................................................................................................
as the ‘Customer’ (collectively the ‘Parties’) as follows:

1st The Bank hereby sells/buys and the Customer hereby buys/sells the following securities:

<table>
<thead>
<tr>
<th>Name of securities:</th>
<th>ISIN code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Face value/Unit denomination if greater than the face value (amount, currency):</td>
<td></td>
</tr>
<tr>
<td>Maturity:</td>
<td></td>
</tr>
<tr>
<td>Total face value:</td>
<td></td>
</tr>
<tr>
<td>Type (registered/bearer)</td>
<td></td>
</tr>
<tr>
<td>Net market price (in %) for debt securities</td>
<td></td>
</tr>
<tr>
<td>Accrued interest (in %) for debt securities</td>
<td></td>
</tr>
<tr>
<td>Gross market price (in %) for debt securities</td>
<td></td>
</tr>
<tr>
<td>Quantity</td>
<td></td>
</tr>
<tr>
<td>Market value/purchase price/quantity</td>
<td></td>
</tr>
<tr>
<td>Total market value/Total purchase price</td>
<td></td>
</tr>
<tr>
<td>Currency of settlement:</td>
<td>HUF/other currency, namely:</td>
</tr>
<tr>
<td>Date of execution by the Bank:</td>
<td>(specification of the currency in which the Bank accepts the order and settles accounts with the Customer after execution)</td>
</tr>
<tr>
<td>Place of performance:</td>
<td></td>
</tr>
<tr>
<td>Manner of performance:</td>
<td></td>
</tr>
<tr>
<td>Fee/commission due to the Bank:</td>
<td>.......% , but minimum HUF/other currency .....</td>
</tr>
</tbody>
</table>
For purchased securities:
The purchased securities are credited on the Customer’s consolidated securities account kept under number referred to above. The Customer accepts that the purchase price and the funds covering the banking expenses will be blocked on the Customer’s customer account kept under number referred to above until this contract is performed.

For sold securities:
The sold securities are debited to the Customer’s consolidated securities account kept under number referred to above and are transferred when they are credited on the Bank’s securities account. Following the deduction of the purchase price and the bank charges, they will be credited on the Customer’s customer account referred to above. The Customer accepts that the securities will be blocked on the consolidated securities account kept under number referred to above until this contract is executed.

2nd In matters not regulated in this Contract, the provisions of the Business Rules on the Engagement in Investment Service Activities and the provision of Supplementary Services of the Bank shall govern, as well as those provisions of the Business Rules on the handling of bank accounts, deposit raising and relating services of the Bank which the former Business Rules explicitly makes reference to. The Customer hereby declares that he or she has received the Bank’s Business Rules referred to above, including the Execution Policy, and the MiFID Product Brochure, familiarised him or herself with the contents thereof prior to the conclusion of this Contract and hereby accepts the provisions thereof as binding on him or herself.

3rd The Customer hereby declares that, prior to the conclusion of this Contract, it understood and acknowledged all important and relevant information in connection with the nature of the transaction, the commitment and performance, including the fees and charges related to this Contract, and hereby enters into the present contract with the Bank with regard thereto. The Customer further declares that he or she has become familiar with the Prospectus of the issuer for the securities constituting the subject-matter of this Contract or a document under a different title, prepared for the same purpose (the ‘Prospectus’), prior to the conclusion of this Contract, with special regard to the risks contained therein. In respect of securities offered not only in the territory of Hungary, the Customer accepts that the Prospectus is not necessarily available in Hungarian. The Customer declares not being subject to any of the transfer restrictions stated in the Prospectus of the issuer, in particular, it does not qualify as an American individual or entity under the Securities Act of 1933 of the United States of America.

4th If financial instruments qualifying as retail investment package products are purchased or invested into (e.g. structured bonds, certificate and derivative transactions), the Customer declares that he or she has become familiar with the Key Information Document (KID) before entering into this Contract, with special regard to the risks contained therein. In the case of retail investment package products not sold in the territory of Hungary, the Customer accepts that the KID is not available in Hungarian.

Dated, ......................................................
........................................................................
........................................................................
Bank .................................................................. Customer
INVESTMENT UNIT PURCHASE CONTRACT

which was concluded, firstly, by MKB Bank Nyrt. (head office: 1056 Budapest, Váci u. 38., place and number of company register: Court of Registration of the Metropolitan Tribunal, Cg. 01-10-040952, statistical No: 10011922-6512-114-01, No of licence authorising engagement in investment service activities: III/41.005-3/2001, a member of the Budapest Stock Exchange), as the trader of the investment units (the ‘Bank’),

and, secondly,

name, company name: ..................................................................................................................................................
customer identification No: ........................................................................................................................................
as Customer as follows:
1st The Bank hereby sells/buys and the Customer hereby buys/sells the following investment units:

<table>
<thead>
<tr>
<th>Name of investment unit:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ISIN code:</td>
<td></td>
</tr>
<tr>
<td>Unit denomination:</td>
<td></td>
</tr>
<tr>
<td>Type:</td>
<td></td>
</tr>
<tr>
<td>Quantity:</td>
<td></td>
</tr>
<tr>
<td>Face value:</td>
<td></td>
</tr>
<tr>
<td>Market value/purchase price/quantity (in the case of investment units with T-day settlement)</td>
<td></td>
</tr>
<tr>
<td>Total market value/total purchase price (in the case of investment units with T-day settlement)</td>
<td></td>
</tr>
<tr>
<td>Amount to be invested:</td>
<td></td>
</tr>
<tr>
<td>Place of execution by the Bank (settlement date):</td>
<td></td>
</tr>
<tr>
<td>Place of performance:</td>
<td></td>
</tr>
<tr>
<td>Manner of performance:</td>
<td></td>
</tr>
<tr>
<td>Commission due to the Bank:</td>
<td>..........%, but minimum HUF ..........</td>
</tr>
</tbody>
</table>

2ndIn matters not regulated in this Contract, the provisions of the Business Rules on the Engagement in Investment Service Activities and the provision of Supplementary Services of the Bank shall govern, as well as those provisions of the Business Rules on the handling of bank accounts, deposit raising and relating services of the Bank which the former Business Rules explicitly makes reference to. The Customer hereby declares that he or she has received the Bank’s Business Rules referred to above, including the Execution Policy, and the MiFID Product Brochure, familiarised him or herself with the contents thereof prior to the conclusion of this Contract and hereby accepts the provisions thereof as binding on him or herself.

[Provision applicable only in the event of the sale of close-end investment units:]

76
In addition to the above Business Rules the Customer has familiarised him or herself with the prospectus of and custody rules for the investment units to be purchased, semi-annual and annual reports, the most recent portfolio report and the key (investor) document, with special regards to the inherent risks thereof, prior to the conclusion of this Contract and has received the prospectus and the custody rules and accepts to be bound by the provisions thereof. In respect of securities offered not only in the territory of Hungary, the Customer accepts that the prospectus is not necessarily available in Hungarian. The Customer further declares that he or she has been informed that the above documents are freely available any time at the Bank or on its website (www.mkb.hu). The Customer declares that the investment in the investment unit constituting the subject-matter of this Contract is on par with his or her risk bearing capacity.

3rd [In the event of the sale of public open-ended investment units]

The Customer declares that he or she has received the ‘Key (Investor) Information’ on the investment units to be purchased prior to the conclusion of the investment units purchase contract, has familiarised him or herself with its content, the prospectus and the custody rules including, without limitation, the inherent risks thereof and he or she had concluded this Contract with the Bank in view of this information. The Customer further declares that he or she has understood that a sound investment decision may only be made upon full knowledge of the Prospectus, the Custody Rules, the semi-annual and annual reports and the most recent portfolio report, which documents are freely available any time at the places specified in the ‘Key (Investor) Information’. In respect of securities offered not only in the territory of Hungary, the Customer accepts that the Prospectus is not necessarily available in Hungarian. The Customer also declares that the investment in the investment units constituting the subject-matter of the Contract is on par with his or her risk bearing capacity, as well as not being subject to any of the transfer restrictions indicated in the Prospectus, in particular, it does not qualify as an American individual or entity under the Securities Act of 1933 of the United States of America.

or [In the event of subsequent commitment to writing of investment units purchase contract concluded by telephone or Netbankár:]

The Customer declares that he or she has familiarised him or herself with the ‘Key (Investor) Information’ on the investment units to be purchased and with the prospectus and the custody rules prior to the conclusion of the investment units purchase contract, including, without limitation, the inherent risks and expenses thereof and he or she had concluded the investment units purchase contract with the Bank in view of this information. The Customer further declares that he or she has understood that a sound investment decision may only be made upon full knowledge of the Prospectus, the Custody Rules, the semi-annual and annual reports and the most recent portfolio report, which documents are freely available any time at the places specified in the ‘Key (Investor) Information’. In respect of securities offered not only in the territory of Hungary, the Customer accepts that the Prospectus is not necessarily available in Hungarian. The Customer also declares that the investment in the investment units constituting the subject-matter of this Contract is on par with his or her risk bearing capacity, as well as not being subject to any of the transfer restrictions indicated in the Prospectus, in particular, it does not qualify as an American individual or entity under the Securities Act of 1933 of the United States of America.

4th The Customer hereby declares that, prior to the conclusion of this Contract, it understood and acknowledged all important and relevant information in connection with the nature of the transaction, the commitment and performance, including the fees and charges related to this Contract, and hereby enters into this Contract with the Bank with regard thereto.
Budapest, ... 20

<table>
<thead>
<tr>
<th>Bank</th>
<th>Customer</th>
</tr>
</thead>
</table>
CONSIGNMENT CONTRACT FOR THE PURCHASE/SALE OF SECURITIES

which was concluded, firstly, by MKB Bank Nyrt. (head office: 1056 Budapest, Váci u. 38., place and number of company register: Court of Registration of the Metropolitan Tribunal, Cg. 01-10-040952, statistical No: 10011922-6419-114-01, No of licence authorising engagement in investment service activities: III/41.005-3/2001, a member of the Budapest Stock Exchange), as the Bank, and, secondly, by

Name, company name: ...........................................................................................................................................
Address, head office: .............................................................................................................................................
Tax identification No/tax No: ....................................................................................................................................
Consolidated securities and customer account No: .................................................................................................
Foreign exchange account No: ..............................................................................................................................
Customer identification No: ....................................................................................................................................
as the ‘Customer’ (collectively the ‘Parties’) as follows:

1. The Customer hereby engages the Bank in the capacity of broker (i) to sell/buy the following securities or (ii) to forward the order for execution to a (foreign) investment service provider which is authorised to sell/buy the following securities directly on the (foreign) market* (underline as appropriate):

<table>
<thead>
<tr>
<th>Name of securities:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ISIN code:</td>
<td></td>
</tr>
<tr>
<td>Face value/Unit denomination if greater than the face value (amount, currency):</td>
<td></td>
</tr>
<tr>
<td>Total face value:</td>
<td></td>
</tr>
<tr>
<td>Maturity:</td>
<td></td>
</tr>
<tr>
<td>Type of security (registered/bearer):</td>
<td></td>
</tr>
<tr>
<td>Type of (stock exchange) order:</td>
<td>Limit</td>
</tr>
<tr>
<td>(in the case of foreign securities, only limit orders may be given when buying and only market/limit orders may be given when selling)</td>
<td></td>
</tr>
<tr>
<td>Order validity:</td>
<td>day/section</td>
</tr>
<tr>
<td></td>
<td>..........day ....... month</td>
</tr>
<tr>
<td></td>
<td>(if not completed, until revoked, but for maximum 360 days)</td>
</tr>
<tr>
<td>Place of performance:</td>
<td></td>
</tr>
<tr>
<td>Manner of performance:</td>
<td></td>
</tr>
<tr>
<td>Net market price (in %) for debt securities</td>
<td></td>
</tr>
<tr>
<td>Accrued interest (in %) for debt securities</td>
<td></td>
</tr>
<tr>
<td>Gross market price (in %) for debt securities</td>
<td></td>
</tr>
<tr>
<td>Quantity:</td>
<td></td>
</tr>
<tr>
<td>Limit price of limit order/quantity:</td>
<td></td>
</tr>
<tr>
<td>Market value/Purchase price/quantity:</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>--</td>
</tr>
<tr>
<td>Total market value/Total purchase price:</td>
<td></td>
</tr>
<tr>
<td>Currency of settlement:</td>
<td>HUF/other currency, namely:</td>
</tr>
<tr>
<td></td>
<td>..................</td>
</tr>
<tr>
<td></td>
<td>(specification of the currency in which the Bank accepts the order and settles accounts with the Customer after execution)</td>
</tr>
<tr>
<td>Partial payment (yes/no)</td>
<td></td>
</tr>
<tr>
<td>Fee due to the Bank:</td>
<td>......%, but minimum HUF ......, if settled in FX, the currency of ..........</td>
</tr>
</tbody>
</table>

2. The Customer hereby expressly consents to the execution by the Bank of the above order together with other orders or divided into more than one order.

3. By signing this Contract, the Customer authorises the Bank to:
   3.1. freeze the necessary funds in the customer account in the event of a brokerage contract for purchase until the date of execution;
   3.2. debit the purchase price of the securities calculated under the relevant prospectus, custody rules or other document serving the same purpose and any fee due and payable to the Bank and any tax to be deducted or paid by the Bank from the customer account on the date of execution;
   3.3. credit the purchased securities to the consolidated securities account on the date of settlement.
   3.4. block the securities required for the execution of the order on the consolidated securities account in the case of a brokerage agreement for sale and to credit the consideration for the sold securities, following the deduction of the bank charges, on the customer account on the date of settlement.

4. In matters not regulated in this Contract, the provisions of the Business Rules on the Engagement in Investment Service Activities and the provision of Supplementary Services of the Bank shall govern, as well as those provisions of the Business Rules on the handling of bank accounts, deposit raising and relating services of the Bank which the former Business Rules explicitly makes reference to. The Customer hereby declares that he or she has received the Bank’s Business Rules referred to above and the MiFID Product Brochure, familiarised him or herself with the contents thereof prior to the conclusion of this Contract and hereby accepts the provisions thereof as binding on him or herself. The Customer declares that he or she has become familiar with the prospectus of the issuer or any other document under a different title, prepared for the same purpose (the ‘Prospectus’), prior to the conclusion of this Contract, with special regard to the risks contained therein. In respect of securities offered not only in the territory of Hungary, the Customer accepts that the Prospectus is not necessarily available in Hungarian. The Customer further declares not being subject to any of the transfer restrictions stated in the Prospectus of the issuer, in particular, it does not qualify as an American individual or entity under the Securities Act of 1933 of the United States of America.

5. If financial instruments qualifying as retail investment package products are purchased or invested into (e.g. structured bonds, certificate and derivative transactions), the
Customer declares that he or she has become familiar with the Key Information Document (KID) before entering into this Contract, with special regard to the risks contained therein. In the case of retail investment package products not sold in the territory of Hungary, the Customer accepts that the KID is not available in Hungarian.

6. The Customer hereby declares that, prior to the conclusion of this Contract, it understood and acknowledged all important and relevant information in connection with the nature of the transaction, the commitment and performance, including the fees and charges related to this Contract, and hereby enters into this Contract with the Bank with regard thereto.

Dated,

.................................................. ..................................................

Bank                    Customer
GENERAL AGREEMENT

FOR CARRYING OUT STANDARDISED FUTURES STOCK EXCHANGE TRANSACTIONS

which was concluded, firstly, by **MKB Bank Nyrt.** (head office: 1056 Budapest, Váci u. 38., Hungary, place and number of company register: Court of Registration of the Metropolitan Tribunal, Cg. 01-10-040952, statistical No: 10011922-6419-114-01, No of licence authorising engagement in investment service activities: III/41.005-3/2001, a member of the Budapest Stock Exchange), as the **Bank**, and, secondly, by

................................................................. (name, company name)

................................................................. (address, head office)

Tax identification No/tax No: .................................................................

Statistical No: .................................................................

bank account number: .................................................................

................................................................., as **customer** (the ‘**Customer**’, collectively the ‘**Parties**’) as follows:

I. PREAMBLE

The Customer contacted the Bank with the intention of entering into a brokerage agreement with the Bank with respect to standardised stock exchange futures transactions (the ‘**Futures Stock Exchange Deals**’). Under this present general agreement the Bank provides the ‘acceptance of orders’ and ‘execution of orders for the Customer’, defined in Act CXXXVIII of 2007.

The purpose of this General Agreement is to record the legal terms and conditions of orders placed for Futures Stock Exchange Deals between the Contracting Parties and, furthermore, to establish a pledge agreement between the Customer and the Bank, establishing a security deposit to back the Bank’s claims arising from Futures stock exchange deals.

II. LEGAL DECLARATIONS

II.1. The Customer hereby declares that he or she is familiar with the provisions set forth in the Business Rules on the Engagement in Investment Service Activities and the Provision of Supplementary Services of MKB Bank, as well as those provisions of the Business Rules on the handling of bank accounts, deposit raising and relating services of and relating services of MKB Bank which the former Business Rules explicitly make reference to, as well as the respective provisions of the Business Rules on Credit Operations, applicable to a security deposit on the account (collectively the ‘**Business Rules**’), and is aware of the contents thereof and of the rights and obligations of the Parties set forth therein. The Customer is aware that the Business Rules form part of the Futures Stock Exchange Deals for the purposes of any issues not specifically addressed in such Futures Stock Exchange Deals between the parties. The Customer hereby declares that he
or she is familiar with the provisions of the Business Rules as governing rules, and accepts the provisions of the Business Rules in respect of all Futures Stock Exchange Deals.

II.2. The Customer hereby declares that he or she has become familiar with the Trading Code of the Budapest Stock Exchange and the General Business Rules of KELER Zrt., and monitors the changes of the stock exchange rules.

II.3. The Customer hereby declares that he or she has taken delivery of one copy of the customer information materials related to the Futures Stock Exchange Deal types and has studied and understood the contents thereof.

II.4. The Customer hereby declares the following in connection with the financial and legal risks of Futures Stock Exchange Deals:

The Customer:

(a) hereby declares and confirms that he or she is aware of the risks involved in Futures Stock Exchange Deals, and accepts that the financial impacts of these risks lie with him or her in their entirety;

(b) hereby declares that he or she has carefully considered the risk of loss, in particular, in the light of his or her solvency;

(c) hereby accepts that the Bank may not be held liable for any loss that may arise in the course of Futures Stock Exchange Deals and may not be obliged to share such loss, unless the Bank causes the Customer to sustain a loss through the violation of its obligations detailed in the General Agreement in the course of the execution of Futures Stock Exchange Deals;

(d) hereby acknowledges that it is impossible to guarantee the profitability of Futures Stock Exchange Deals, confirms that he or she has received no profit guarantee of any kind from the Bank or its employees and did not enter into the General Agreement with the Bank on the basis of or by relying on such guarantees or declarations;

(e) hereby accepts that the losses that may arise in the course of the conclusion of Futures Stock Exchange Deals may exceed the value of the security placed at the Bank’s disposal several times over;

(f) hereby accepts that if the security deposit supplied to cover Futures Stock Exchange Deals (foreign exchange, HUF or securities) is blocked on the Customer’s account, the blockage shall only be released following the closing and settlement of the individual Futures Stock Exchange Deals, at the Customer’s express request to that effect, with regard to the Parties’ long-term business relationship entered into on the basis of this General Agreement.

III. TECHNICAL DATA

III.1. The Customer’s following consolidated securities and customer account kept with the Bank serves to settle the Customer’s Futures Stock Exchange Deals: [……].

III.2. Annex No 1 to this General Agreement contains the details of the persons authorised to conclude Futures Stock Exchange Deals on the Customer’s behalf.

III.3. Annex No 2 to this General Agreement contains the details of the persons authorised to conclude Futures Stock Exchange Deals on the Bank’s behalf.

III.4. The Parties hereby declare that the authorised persons are fully authorised to enter into Futures Stock Exchange Deals, and further warrant that the legally binding declarations of their dealers referred to above result in contractual obligations which
are binding on the Parties. No further consent or declaration is required from the Parties for the validity of these declarations.

III.5. The Parties hereby declare that they shall notify one another of any changes in the authorised persons by way of a unilateral declaration addressed to the other party. The newly authorised persons shall qualify as accepted by both Parties on the day on which the declaration is received by the other party.

III.6. The Bank shall only accept an order for the conclusion of a Futures Stock Exchange Deal from the Customer if the Customer identifies itself with the customer identification password given at the time of the conclusion of the Consolidated Securities and Customer Account Contract.

III.7. The Parties hereby determine that Futures Stock Exchange Deals shall be confirmed by fax.

**TECHNICAL DATA NECESSARY FOR DATA TRANSMISSION:**

Bank fax: [………………] Customer fax: [………]

**IV. PLEDGE AGREEMENT ESTABLISHING SECURITY DEPOSIT**

IV.1. In order to secure Futures stock exchange deals, the Contracting Parties establish a security deposit on the Bank’s accounts receivables from the Customer’s current and future accounts and payment accounts and on the dematerialised securities credited on the Customer’s current and future consolidated securities account (pledge agreement and establishment of a security deposit). The security deposit established with this provision secures the Bank’s receivables from the Customer from all futures stock exchange deals. The Bank may block the required amount of funds and securities (collectively the ‘assets’) from the payment account receivables and dematerialised securities, registered on the accounts referred to above and serving as security deposit, in compliance with the provisions of this agreement. Based on the force of this pledge agreement, the assets registered on the Customer’s payment accounts and consolidated securities and customer accounts kept by the Bank (collectively the ‘accounts’) constitute the subject of the security deposit even if they are not blocked with the proviso that the Customer may freely dispose of the assets until they are blocked by the Bank pursuant to the provisions of this agreement. If the Bank blocks the Customer’s assets pursuant to this agreement, the blocked assets shall constitute an Individual Security Deposit.

IV.2. The blockage by the Bank of the basic collateral under the title of a security deposit, specified in Annex 3 to this General Agreement on the Customer’s account specified in Section IV.1. is a prerequisite of the establishment of any order for a Futures stock exchange deal. The Bank accepts as basic collateral foreign exchange, HUF and dematerialised securities, maturing after the maturity date of the futures stock exchange deal, in compliance with the Customer’s declaration made in the process of placing an order for futures stock exchange deal. The basic collateral is valued according to the acceptance criteria issued by KELER Zrt., which are available at KELER’s website: [www.keler.hu](http://www.keler.hu).

IV.3. Until the position is closed, the Customer shall continuously provide a blocked security deposit to the Bank, which means that if during the valuation of the open position the Bank concludes that the value of the assets blocked as basic collateral is lower than 75% of the basic collateral specified by the Bank in Annex 3 of this General Agreement then, based on its right to security deposit specified in Section IV.1., the
Bank may block further assets on the Customer’s account up to the amount of the required basic collateral. If the Customer’s accounts do not contain enough funds for further blockages, then the Customer shall provide additional funds, based on the Bank’s order and by the deadline specified in that order, in order to enable the Bank to block also those following assets.

IV.4. The Bank informs the Customer of the blockage as security deposit in a recorded telephone call. If the Bank cannot reach the Customer on the telephone number provided by the Customer, then it may apply the blockage even without informing the Customer about it.

IV.5. The satisfaction of any claim from the security deposit established pursuant to Section IV.1. is governed by the Civil Code and the provisions of the Bank’s Business Rules on Engagement in Investment Service Activities and the Provisions of Supplementary Services.

IF A GENERAL AGREEMENT IS CONCLUDED WITH A NATURAL PERSON (CONSUMER) FOR STANDARD FUTURES STOCK EXCHANGE DEALS, THE TEXT OF THE ABOVE SECTION IV. SHALL BE AS FOLLOWS:

IV. PLEDGE AGREEMENT ESTABLISHING SECURITY DEPOSIT

IV.1. In order to secure Futures stock exchange deals, the Contracting Parties establish a security deposit on the Bank’s accounts receivables from the Customer’s current and future accounts and payment accounts and on the dematerialised securities credited on the Customer’s current and future consolidated securities account (establishment of a security deposit).

The security deposit established with this provision secures the Bank’s receivables from the Customer from all futures stock exchange deals. The Bank may block the required amount of funds and securities (collectively the ‘assets’) from the payment account receivables and dematerialised securities, registered on the accounts referred to above and serving as security deposit, in compliance with the provisions of this agreement. Based on the force of this pledge agreement, the assets registered on the Customer’s payment accounts and consolidated securities and customer accounts kept by the Bank (collectively the ‘accounts’) constitute the subject of the security deposit even if they are not blocked with the proviso that the Customer may freely dispose of the assets until they are blocked by the Bank pursuant to the provisions of this agreement. Unless it is specifically agreed otherwise, the security deposit secures the Bank’s receivables from the Customer’s all futures stock exchange transactions up to HUF 500,000,000, say five hundred million Hungarian forints, or the equivalent amount in foreign exchange, unless the Bank and the Customer agree on a different amount. If the Bank blocks the Customer’s assets pursuant to this agreement, the blocked assets shall constitute an Individual Security Deposit.

IV.2. The blockage by the Bank of the basic collateral under the title of a security deposit, specified in Annex 3 to this General Agreement on the Customer’s account is a prerequisite of the establishment of any order for a Futures stock exchange deal. The Bank accepts as basic collateral foreign exchange, HUF and dematerialised securities, maturing after the maturity date of the futures stock exchange deal, in compliance with the Customer’s declaration made in the process of placing an order for futures
stock exchange deal. The basic collateral is valued according to the acceptance criteria issued by KELER Zrt., which are available at KELER’s website: www.keler.hu.

IV.3. Until the position is closed, the Customer shall continuously provide a blocked security deposit to the Bank, which means that if during the valuation of the open position the Bank concludes that the value of the assets blocked as basic collateral is lower than 75% of the basic collateral specified by the Bank in Annex 3 to this General Agreement then, the Bank may, pursuant to the provisions of Sections IV.2. and IV.3., block further assets on the Customer’s account up to the required basic collateral as security deposit. If the Customer’s accounts do not contain enough funds for further blockages, then the Customer shall provide additional funds, based on the Bank’s order and by the deadline specified in that order, in order to enable the Bank to block also those following assets.

IV.4. The Bank informs the Customer of the blockage as security deposit in a recorded telephone call. If the Bank cannot reach the Customer on the telephone number provided by the Customer, then it may apply the blockage even without informing the Customer about it.

IV.5. The satisfaction of any claim from the security deposit established pursuant to Section IV.1. is governed by the Civil Code and the provisions of the Bank’s Business Rules on Engagement in Investment Service Activities and the Provisions of Supplementary Services.

V. FINAL PROVISIONS

V.1. The Contracting Parties hereby enter into this General Agreement for an indefinite period of time.

V.2. The Parties hereby state the circumstances giving rise to the termination of the General Agreement with immediate effect as follows:

a./ If the party obliged to render payment on the basis of a Futures Stock Exchange Deal fails to meet its obligation of payment for any reason on the stock exchange trading day following the due date.

b./ If one of the Parties fails to meet its due principal or interest payment obligation towards the other Party arising from any legal relationship outside the Futures Stock Exchange Deals, for any reason, upon the expiry of a period of 30 days.

c./ If the Customer fails to supply an initial margin.

V.3. If the Customer fails to meet its obligation of supplementing the initial margin on the basis of Section IV.3, the Bank is entitled to close the Customer’s positions with a reverse transaction, and to settle the difference as at the date of expiry of the Futures Stock Exchange Deal. The costs arising from this shall lie with the Customer.

V.4. The Customer shall liaise with the Bank daily by telephone or in any other way in the interest of the evaluation of its open positions. During the recorded telephone calls between the Customer and the Bank, which are initiated by the Customer with his identification password, or by the Bank from the telephone numbers,
listed in its terms and conditions attached to this agreement as an annex or from the telephone number of a personal banker, or has been identified through the received call, the initial and unilateral legal declarations made by the parties verbally shall qualify as a written agreement.

V.5. If the Bank closes the Customer’s open position on the basis of Section V.2(c) or V.3, in closing the position, the Bank shall proceed in good faith, in a reasonable and economically justifiable manner, with regard to the size of the Futures Stock Exchange Deal, the liquidity of the market, the market rates attainable by the Bank and other market circumstances.

V.6. The Customer hereby accepts that external circumstances (these circumstances may be, in particular, terror attack, war or civil war, natural disaster, disruption of power supply or telecommunication service networks, etc.) may cause market situations in which price fluctuations may be greater than usual (price slide) and it is not possible to conclude deals at a given price level. In this case, the Bank shall close the position at the first technically possible price level on the market, and the costs arising from this shall lie with the Customer.

V.7. The Parties hereby agree that this General Agreement shall cease without termination, regardless of the closing of any already concluded Futures Stock Exchange Deal, if:

a./ one of the Parties announces its insolvency;
b./ bankruptcy or liquidation proceedings have been instituted against either party or any other execution proceedings have been instituted against either party with an impact on its assets due to its insolvency.

V.8. In the event of the cessation of the General Agreement under Section V.7, the Bank is entitled to close the Customer’s open positions with a reverse transaction and to settle the difference as at the date of expiry of the Futures Stock Exchange Deal. The costs arising from this shall lie with the Customer.

V.9. The Customer who is not a natural person expressly accepts the Bank’s right to immediately cancel this or any other contract concluded between the Customer and the Bank, and to close the Customer’s open positions with a reverse transaction and to settle the difference in the event the Customer refuses to disclose the ownership structure and/or to provide the data of the natural person ultimate owner or performs such request with deficient or false content. The costs arising from this shall lie with the Customer.

V.10. The Customer hereby accepts that it may give the Bank orders for the conclusion of Futures Stock Exchange Deals on the banking day following the signing by both Parties of this General Agreement and all documents constituting annexes hereto.

V.11. The Customer hereby consents to the disclosure of data by the Bank to KELER Zrt. in the cases determined in the Rules of KELER Zrt.

V.12. The Customer hereby declares that it is familiar with the contents of the Bank’s Best Execution Policy, the Bank’s Conflict of Interests Policy (the ‘Policies’) and the information on the products and services forming part of the Bank’s investment service activities and supplementary services (the ‘Information’), has acknowledged and accepted the same, and hereby further confirms that it has taken delivery of one copy of the Policies and the Information each.
This General Agreement is valid together with the annexes hereto.

Dated, .............................................

........................................................................

........................................................................

Customer ................................................................

................................................................. MKB Bank Nyrt.

ANNEXES:

1st Details of Persons Authorised to Conclude Deals on the Customer’s Behalf
2nd Details of Persons Authorised to Conclude Deals on Bank’s Behalf
3rd Collateral Requirements
4th Declaration related to EMIR
Annex 1

Details of Persons Authorised to Conclude Futures Stock Exchange Deals on the Customer’s Behalf

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Details of Persons Authorised to Conclude Futures Stock Exchange Deals on Bank’s Behalf

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kasza Tamás</td>
<td>+36 (1) 268-7433</td>
<td>+36 (1) 268-7019</td>
</tr>
<tr>
<td>Muraközy Zsolt</td>
<td>+36 (1) 268 7587</td>
<td>+36 (1) 268-7019</td>
</tr>
</tbody>
</table>
### Initial Margins Applied by MKB Bank Nyrt.

<table>
<thead>
<tr>
<th>Contract</th>
<th>Required initial margin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreign exchange contract</td>
<td>Twice the initial margin required by KELER Zrt.</td>
</tr>
<tr>
<td>BUBOR 1M contract</td>
<td>Twice the initial margin required by KELER Zrt.</td>
</tr>
<tr>
<td>BUBOR 3M contract</td>
<td>Twice the initial margin required by KELER Zrt.</td>
</tr>
<tr>
<td>BUMIX contract</td>
<td>Twice the initial margin required by KELER Zrt.</td>
</tr>
<tr>
<td>BUX contract</td>
<td>Twice the initial margin required by KELER Zrt.</td>
</tr>
<tr>
<td>Futures stock exchange shares contract</td>
<td>Twice the initial margin required by KELER Zrt.</td>
</tr>
</tbody>
</table>

MKB Bank Nyrt. reserves the right to request an initial margin in deviation from that stated above following the notification of the Customer in writing.
DECLARATION related to EMIR²

Customer’s name: ………………………………………
I, ________________________________, the undersigned, on behalf of the company specified above make the following declaration in order to fulfil the obligations set forth in Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories (European Market Infrastructure Regulation, EMIR):

1. CLASSIFICATION OF THE COUNTERPARTY

- □ Financial counterparty above threshold or one that does not calculate its positions (Financial counterparty/FC+³)
- □ Financial counterparty below threshold (small financial counterparty / FC-)⁴
- □ Non-financial counterparty above threshold or one that does not calculate its positions/NFC+,⁵
  - □ regarding OTC credit derivatives; or
  - □ regarding OTC equity derivatives; or
  - □ regarding OTC FX derivatives; or
  - □ regarding OTC interest rate derivatives; or
  - □ regarding OTC commodity and other derivatives
- □ Non-financial counterparty below threshold/NFC-⁶

² To be completed only in the case of legal entities.
³ Investment companies, credit institutions, insurance companies, insurance companies specialised in life insurance, counter-insurance companies, UCITS and its fund manager companies, institutions providing retirement allowances and alternative investment fund managers THAT have derivative transactions opened for a purpose other than hedging (as defined in Article no. 10 (3) of EMIR) with a total nominal value of more than EUR 1 billion in the case of OTC credit derivatives or derivative stock transactions or with a total nominal value of more than EUR 3 billion in the case of OTC derivative foreign exchange, interest rate, commodity market and other derivatives, OR THAT do not annually calculate their positions related to OTC credit derivatives, and derivative stock transactions, as well as their positions related to derivative foreign exchange, interest rate, commodity market and other derivatives.
⁴ Investment companies, credit institutions, insurance companies, insurance companies specialised in life insurance, re-insurance companies, UCITS and its fund manager companies, institutions providing retirement allowances and alternative investment fund managers THAT have derivative transactions opened for a purpose other than hedging (as defined in Article 10 (3) of EMIR) with a total nominal value of more than EUR 1 billion in the case of OTC credit derivatives or derivative stock transactions or with a total nominal value of more than EUR 3 billion in the case of OTC derivative foreign exchange, interest rate, commodity market and other derivatives.
⁵ Such companies with a registered office in the European Union that qualify neither as a central counterparty nor as a financial counterparty (e.g. Nyrt., Zrt., Kft., Bt.) AND have derivative transactions opened for a purpose other than hedging with a total nominal value of more than EUR 1 billion in the case of OTC credit derivatives or derivative stock transactions opened for a purpose other than hedging (as defined in Article no. 10, paragraph (3) of EMIR) with a total nominal value of more than EUR 3 billion in the case of OTC derivative foreign exchange, interest rate, commodity market and other derivatives OR THAT do not calculate, on an annual basis, their positions related to OTC credit derivatives and derivative stock transactions as well as their positions related to derivative foreign exchange, interest rate, commodity market and other derivatives.
⁶ Such companies with a registered office in the European Union that qualify neither as a central counterparty nor as a financial counterparty (e.g. Nyrt., Zrt., Kft., Bt.) AND have derivative transactions opened for a purpose other
2. LEI IDENTIFIER

2.1 I declare that I have the following legal entity identifier (LEI code) in relation to the reporting obligation set forth in EMIR:
   The Customer’s LEI code: ...........................................

   \textit{(If there is no LEI code, it is compulsory to select the relevant field in Section 2.2)}

2.2 I declare that my application for a legal entity identifier (LEI code) in relation to the reporting obligation set forth in EMIR is underway. I request that you execute derivative transactions with me while my application for LEI is under processing.
   \begin{itemize}
   \item I certify that the application process has been initiated with a copy of the enclosed confirmation email received from the Issuer organisation.
   \item I have assigned MKB Bank Nyrt. with the task of managing my application.
   \end{itemize}

3. REPORTING OBLIGATION

\textit{(To be completed exclusively in case of Customers classified as undertakings for collective investments in transferable securities (UCITs) or alternative investment funds (AIFs), OR if there is an intention to deviate from the reporting rules set forth in MKB’s Business Rules on the Engagement in Investment Service Activities.)}

Reporting obligation towards a trade repository
   \begin{itemize}
   \item I wish to fulfil my reporting obligation myself and DO NOT REQUEST that MKB Bank Nyrt. fulfil it on my behalf.
   \item Being a Customer classified as an undertaking for collective investments in transferable securities (UCIT) or an alternative investment fund (AIF), I intend to comply with my reporting obligation set forth in Article 9 paragraphs (1b) and (1c) of EMIR through my fund manager and DO NOT REQUEST that MKB Bank Nyrt. fulfil it on my behalf.
   \end{itemize}

Date: Budapest, ... 20...

.............................................
Customer’s authorised signature

\underline{than hedging with a total nominal value of maximum EUR 1 billion in the case of OTC credit derivatives or derivative stock transactions opened for a purpose other than hedging (as defined in Article 10 paragraph (3) of EMIR) with a total nominal value of maximum EUR 3 billion in the case of OTC derivative foreign exchange, interest rate, commodity market and other derivatives.}
Annex No 2/4/A

CONTRACT ON THE CONCLUSION OF STOCK EXCHANGE FUTURES TRANSACTIONS

which was concluded, firstly, by MKB Bank Nyrt. (head office: 1056 Budapest, Váci u. 38., place and number of company register: Court of Registration of the Metropolitan Tribunal, Cg. 01-10-040952, statistical No: 10011922-6419-114-01, No of licence authorising engagement in investment service activities: III/41.005-3/2001, a member of the Budapest Stock Exchange), as the Bank, and, secondly, by

Name, company name: ...................................................................................................................
Address, head office: ....................................................................................................................
Tax identification No/tax No: ........................................................................................................
Customer identification No: .........................................................................................................
Alternative code: ...........................................................................................................................
Fax: ................................................................................................................................................

as the ‘Customer’ (collectively the ‘Parties’) as follows:

<table>
<thead>
<tr>
<th>Exact name of financial instrument traded on the stock exchange:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maturity:</td>
</tr>
<tr>
<td>Number of contracts:</td>
</tr>
<tr>
<td>Direction of contracts: purchase/sale</td>
</tr>
<tr>
<td>Transaction type:</td>
</tr>
<tr>
<td>Time limit for execution: Until withdrawn until the end of exchange trading day following T day other:</td>
</tr>
<tr>
<td>Place of performance:</td>
</tr>
<tr>
<td>Manner of performance:</td>
</tr>
</tbody>
</table>

1st The Customer hereby expressly consents to the execution by the Bank of the above order together with other orders or divided into more than one order.

2nd In matters not regulated in this Contract, the provisions of the Bank’s Business Rules on the Engagement in Investment Service Activities and the provision of Supplementary Services shall govern, as well as the provisions of the Business Rules on the handling of bank accounts, deposit raising and relating services of the Bank which the former Business Rules explicitly makes reference to. The Customer hereby declares that he or she has received the Bank’s Business Rules referred to above, including the Execution Policy, and the MiFID Product Brochure, familiarised him or herself with the contents thereof prior to the conclusion of this Contract and hereby accepts the provisions thereof as binding on him or herself.

3rd If financial instruments qualifying as retail investment package products are purchased or invested into (e.g. structured bonds, certificate and derivative transactions), the Customer declares that he or she has become familiar with the Key Information Document (KID) before entering into this Contract, with special regard to the risks contained therein. In the case of retail investment package products not sold in the territory of Hungary, the Customer accepts that the KID is not available in Hungarian.
4th The **Customer** hereby declares that, prior to the conclusion of this Agreement, it understood and acknowledged all important and relevant information in connection with the nature of the transaction, the commitment and performance, including the fees and charges related to this Agreement, and hereby enters into this Agreement with the **Bank** with regard thereto.

Dated, .................. 20...

.......................................................... ..........................................................

Bank  Customer
CUSTODY AGREEMENT
for the individual custody of securities

Customer identifier: .............

which was concluded, firstly, by MKB Bank Nyrt. (head office: 1056 Budapest, Váci u. 38.,
place and number of company register: Court of Registration of the Metropolitan Tribunal, Cg.
01-10-040952, statistical No: 10011922-6419-114-01, No of licence authorising engagement
in investment service activities: III/41.005-3/2001, a member of the Budapest Stock Exchange),
as the Bank, and, secondly, by
.............................................................................................................. (name, company name)
.............................................................................................................. (address, head office)
Tax identification No/tax No: .................................................................
Statistical No: ...................................................................................
Bank account No: ..........................................................................
as the ‘Customer’ (collectively the ‘Parties’) as follows:

1st Under this agreement, the Bank agrees to place in custody, safe-keep and keep a record of
the materialised securities held by the Customer as listed in Section 2 for an indefinite term
and return such securities on the order of the Customer. Under this agreement, the Bank
shall not provide custodial services.

2nd The Customer delivers its securities detailed in the list appended to this agreement and the
Bank receives such securities.

3rd The Bank shall charge the fees under the List of Terms and Conditions in force for the
provision of the services undertaken in this agreement.

4th The Customer shall pay any fee charged for the services provided in accordance with this
agreement as provided for in the separate agreement made with the Bank for the keeping
of the customer account.

5th Related customer account No:

..............................................................................................................

6th This Agreement shall terminate on the full return of the securities under Section 2.

7th The Customer who is not a natural person expressly accepts the Bank’s right to immediately
cancel this or any other contract concluded between the Customer and the Bank in the event
the Customer refuses to disclose the ownership structure and/or to provide the data of the
natural person ultimate owner or performs such request with deficient or false content.

8th Issues not provided for in this agreement shall be governed by the provisions of the Bank’s
Business Rules on the Engagement in Investment Service Activities and the provision of
Supplementary Services shall govern, as well as those provisions of the Business Rules on
the handling of bank accounts, deposit raising and relating services of the Bank, which the
former Business Rules explicitly makes reference to. The Customer hereby declares that
he or she has taken delivery of the Bank’s Business Rules referred to above, familiarised
him or herself with the contents thereof prior to the conclusion of this Agreement and
accepts the provisions thereof as binding on him or herself.

9th The Customer hereby declares that, prior to the conclusion of this agreement, he or she has
familiarised him or herself, understood and acknowledged all important and relevant
information in connection with the nature of the transaction, the commitment and performance, including the fees and charges related to this agreement and the deposit insurance and investors’ protection system, and enters into this agreement with the **Bank** with regard thereto.

Dated in .......................... .................................., .................. 20...

...........................................................................
Customer

...........................................................................
MKB Bank Nyrt.
Annex No 2/51/1

Annex
to the Custody Agreement

List of securities placed in custody:

<table>
<thead>
<tr>
<th>Description and type*</th>
<th>Quantity</th>
<th>No</th>
<th>Face value</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* The type of securities may be registered or bearer.

Dated in ......................... , .................. 20...

..............................................
Customer

..............................................
MKB Bank Nyrt.
AGREEMENT
FOR KEEPING A CUSTOMER ACCOUNT
IN RELATION TO CUSTODY

which was concluded, firstly, by MKB Bank Nyrt. (head office: 1056 Budapest, Váci u. 38.,
place and number of company register: Court of Registration of the Metropolitan Tribunal, Cg. 01-10-040952, statistical No: 10011922-6419-114-01, No of licence authorising engagement in investment service activities: III/41.005-3/2001, a member of the Budapest Stock Exchange), as the Bank, and, secondly, by

........................................................................................................................................... (name, company name)

........................................................................................................................................... (address, head office)

Tax identification No/tax No: .................................................................................................

Statistical No: .........................................................................................................................

as the ‘Customer’ (collectively the ‘Parties’) as follows:

1st Under this Agreement, the Bank agrees to open and keep a customer account to keep a record of and account for the fees incurred in relation to the individual securities custody agreement (the ‘Custody Agreement’) to its Customer and for the payment of such fees by the Customer who has a Custody Agreement.

2nd The Bank shall charge the fees under the List of Terms and Conditions in force for the provision of the services undertaken in this agreement.

3rd The Bank shall debit the fees charged for the services provided under the Custody Agreement and hereunder and the customer account when they fall due. The Customer shall pay the fees on the basis of the fee statement (invoice) received from the Bank prior to the due date by bank transfer or paying such a sum in person to the Bank unless the Customer has given a transfer order under Section 5.2 or there are no sufficient funds on the bank account referred to in Section 5.2 to satisfy the claim in the customer account.

4th Customer account No opened under this Agreement:

5th By signing this agreement, the Customer hereby authorises the Bank to:

   5.1. transfer the positive balance of its customer account at the end of the day to the following HUF bank account kept in the Customer’s own name with the Bank:
       HUF bank account No:

   5.2. directly debit the amount of the Bank’s claims recorded in the customer account from the following bank account kept in the Customer’s own name with the Bank:
       HUF bank account No:

6th This Agreement shall terminate if there is no Custody Agreement in effect between the Bank and the Customer to which the customer account under Section 4 is related and the balance of the customer account is zero. The Customer may not terminate the customer account unilaterally until there is a Custody Agreement in effect between the Bank and the Customer to which a customer account under Section 4 relates.

7th The Bank shall send an account statement in respect of the customer account each calendar month. The Bank shall not send an account statement for the month in which there was no movement in the customer account.

8th The Customer who is not a natural person expressly accepts the Bank’s right to immediately cancel this or any other contract concluded between the Customer and the Bank in the event
the Customer refuses to disclose the ownership structure and/or to provide the data of the natural person ultimate owner or performs such request with deficient or false content.

9th Issues not provided for in this agreement shall be governed by the provisions of the Bank’s Business Rules on the Engagement in Investment Service Activities and the provision of Supplementary Services shall govern, as well as those provisions of the Business Rules on the handling of bank accounts, deposit raising and relating services of the Bank, which the former Business Rules explicitly makes reference to. The Customer hereby declares that he or she has received the Bank’s Business Rules referred to above, including the Execution Policy, and the Bank’s MiFID Product Brochure, familiarised him or herself with the contents thereof prior to the conclusion of this agreement and hereby accepts the provisions thereof as binding on him or herself.

10th The Customer hereby declares that, prior to the conclusion of this agreement, he or she has familiarised him or herself, understood and acknowledged all important and relevant information in connection with the nature of the transaction, the commitment and performance, including the fees and charges related to this agreement and the deposit insurance and investors’ protection system, and enters into this agreement with the Bank with regard thereto.

Dated in ........................, ...................... 20...

............................................. ...........................................................
Customer MKB Bank Nyrt.

Annex:
- Declaration on the method of the mandatory provision of information to Customers for NON-marketing purposes
- Approval of the management and transfer of personal data
General Agreement for Investment Services Related to Foreign Securities

which was concluded, firstly, by MKB Bank Nyrt. (head office: 1056 Budapest, Váci u. 38., place and number of company register: Court of Registration of the Metropolitan Tribunal, Cg. 01-10-040952, statistical No: 10011922-6419-114-01, No of licence authorising engagement in investment service activities: III/41.005-3/2001, a member of the Budapest Stock Exchange), as the Bank,

and, secondly,

Name, company name: .................................................................
Address, head office: .................................................................
Tax identification No/tax No: ......................................................
Consolidated securities and customer account No: ................................
Foreign exchange account No: ....................................................
Customer identification No: ......................................................

as the ‘Customer’ (collectively the ‘Parties’) as follows:

Preamble

The purpose of this General Agreement is to regulate the terms and conditions of the following investment and auxiliary investment services between the Customer and the Bank concerning Foreign Securities in respect of all consolidated securities and customer accounts kept for the Customer by the Bank.

– acceptance and forwarding of orders;
– execution of orders for Customers;
– (own-account trading);
– custody and record-keeping of financial instruments,
– custodial services.

Definitions:

1st ‘Foreign Securities’: Transferable securities and money market instruments, and securities issued by collective investment entities issued outside Hungary.
2nd ‘Standard Foreign Securities’: All Foreign Securities specified in the List of Terms and Conditions, which are generally accepted by the Bank for custodial services.
4th ‘Corporate Event’: Any occasion, when the owner of Foreign Securities may exercise rights or perform obligations (vis-à-vis) the issuer, and any event directly affecting the issuer, including, among others, changes in legislation and stock exchange regulations, merger, fusion, amalgamation, split or public acquisition, which has an impact on the Foreign Securities.
5th ‘Optional Corporate Event’: Corporate Events which, depending on the contents or lack of a declaration of the holder of the Foreign Securities, lead to various legal consequences to the holder of the Foreign Securities.

I. Acceptance, forwarding and execution of orders involving Foreign Securities, trading for own account

I.1. Acceptance and forwarding of orders for Standard Foreign Securities, execution of the order, trading for own account
   1st The Bank accepts orders for Standard Foreign Securities under the conditions and for a fee specified in the List of Terms and Conditions in effect from time to time in relation to the specific order.
   2nd The Bank is entitled, within its own discretion, to refuse to execute any order for Standard Foreign Securities other than a sale or transfer order for Foreign Securities kept a record of on the Customer’s Consolidated Securities Account, and shall perform the order in compliance with the provisions of the List of Terms and Conditions.

I.2. Acceptance and forwarding of orders for Individual Foreign Securities, execution of the orders, trading on own account
   1st The Bank accepts orders for Individual Foreign Securities only if the conditions developed within its own discretion have been accepted and for a fee established specifically for the particular order
   2nd The Customer may issue sales and transfer orders, under the conditions stated in the terms and conditions, for individual foreign securities, registered in the Customer’s consolidated securities and customer account at the time of entry into force of this General Agreement.

II. Custody and record-keeping of foreign securities, custodial services

1. The Bank provides custodial services for Standard Foreign Securities in compliance with the provisions of the List of Terms and Conditions in effect from time to time. The Bank agrees to provide custody for Foreign Securities only in exceptional cases based on its specific consideration, and for the specific fee, established for the particular order in each case.
2. The Customer accepts that the Bank usually provides custodial services for Foreign Securities by employing foreign sub-custodians specified in the List of Terms and Conditions.
3. The Customer accepts that the proceeds from the foreign securities shall be credited on the bank account, opened in the currency of the specific proceeds. If there is no such foreign exchange account, the proceeds shall be credited on the Customer’s bank account specified below:
4. If the proceeds and the bank account are denominated in different currencies, the credit is made via conversion through HUF, at MKB’s commercial foreign exchange purchase and sales rate, effective on the date of the credit.
II.1. Provision of data

1. In the interest of performing the contract related to foreign securities related (supplementary) investment services the Bank’s request, the Customer shall provide to the Bank, by the applicable deadline, all information, data and declarations (collectively the ‘Data’) which are requested for record keeping or review either directly from the Bank, or the Bank’s sub-custodian, by the (foreign) tax authority, any other authority or a duly authorised organisation, the Bank’s sub-custodian or the issuer or the representative thereof (the ‘Requesting Party’) concerning the Foreign Securities registered in the Customer’s Consolidated Securities Account, or intended to be purchased by the Customer, with special regard to the method of registration of the Foreign Securities, or the proceeds and tax liabilities related to the Foreign Securities.

2. Simultaneously with this request, the Bank may also specify the legal consequence of non-compliance with the obligation specified in Section II.1.1., including especially when the Customer does not fulfil the obligation by the specific deadline, in which case the Bank may set an obligation for him to transfer the Foreign Securities to another service provider and if the Customer fails to place data necessary for the performance of the contract at the disposal of the Bank, the performance of the contract initiated by the Customer is not always possible. The Bank performs such transfers, requested by it, free of charge.

3. By signing this General Agreement, the Customer expressly authorises the Bank to forward any data forming bank secret or securities secret, made available to the Bank by the Customer under Sections 1 and 2 (including the Customer’s personal data including, among others, the data registered during the Customer Identification and the data available to the Bank with respect to the Customer’s tax residency) to the Requesting Party, either directly or through its sub-custodian, and to disclose the data requested by the Requesting Party to the Requesting Party, either directly, or through its sub-custodian, even without specifically requesting the Customer’s permission.

II.2. Corporate Events related to Foreign Securities

In addition to the collection of revenues specified in the Business Rules with regard to the Foreign Securities kept in the Customers’ Consolidated Securities Accounts, the Bank shall do the following.

1. The Bank shall provide information on all Corporate Events that the Bank is informed of through the sub-custodian or directly by the issuer. Unless it is expressly agreed otherwise, the Bank forwards the received information to the Customer in the original language, without changing or reviewing the contents. The Bank does not forward to the Customer any information that is received by it at such times that any performance deadline specified therein has already passed or has otherwise become irrelevant, or which could be forwarded to the Customer only within such a deadline that the Customer would not be able to issue any declaration within a reasonable time that the Bank could forward to
the Requesting Party by the applicable deadline. The Bank does not keep track of and does not undertake to monitor Corporate Events.

2. The Bank may, simultaneously with forwarding the information specified in Section 1, specify a deadline for the Customer, within which the Customer makes a declaration with regard to the contents of the information, including especially the Optional Corporate Events. The Bank shall not be responsible for the consideration of the forwarded declarations by the issuer.

3. The Customer shall make all declarations related to the Optional Corporate Events to ensure that based on it the relevant consolidated securities and customer account, the specific Corporate Event, the options selected by the Customer, the relevant Foreign Securities and the quantity thereof could be established without any doubt. If these conditions are not satisfied, the Bank shall deem the situation as no declaration was made by the Customer.

4. With regard to the optional Corporate Events, the Bank may specify which of the options it shall deem to be the Customer’s choice in case a declaration is not made by the deadline (Default Option).

5. The fee specified in this section in relation to the Corporate Events and the fees of other services are contained in the List of Terms and Conditions in effect from time to time.

II.3. Services other than the collection of proceeds related to the custodial service for Foreign Securities

With regard to the custodial services related to Foreign Securities, the Bank provides further services in addition to the collection of proceeds and the services described in Section II.2., under the conditions and for fees stated in the List of Terms and Conditions.

III. Termination of the General Agreement

1. Either party may terminate this General Agreement with a written notice sent to the other party upon 30 days’ notice, with ordinary termination, without any mandatory reasoning. The termination initiated by the Customer becomes effective if no Foreign Securities are registered in the Customer’s Consolidated Securities Account.

2. The termination of this General Agreement shall not terminate the consolidated securities and customer account contract.

3. In case the consolidated securities and customer account contract is terminated, this General Agreement shall cease to exist without any specific legal action.

4. Any Customer that is not a private individual expressly accepts that the Bank may terminate this General Agreement and any other agreement made between the Customer and the Bank with immediate effect if the Customer refuses to disclose or inaccurately or incompletely provides information on its ownership structure and/or the particulars of beneficial owners (being private individuals).

IV. Final provisions

1. The Customer expressly acknowledges that the Bank and the Customer shall communicate with each other both orally and in writing in the Hungarian language.
The Bank may have any declaration made by the Customer in any language other than Hungarian or English translated into Hungarian at the cost of the Customer.

2. This General Agreement enters into force upon the satisfaction of the following conditions:

- The Customer who is not Hungarian resident for taxation purposes has delivered to the Bank its original certificate of tax residency each year, issued not more than 30 days previously and, if the certificate is not in Hungarian or English language, the original certificate and its attested translation into Hungarian. Then the Customer who is not Hungarian resident for taxation purposes has presented to the Bank an original certificate of tax residency each year by 31 January of the relevant year.

- If the Customer is Hungarian tax resident, the Customer has delivered to the Bank the document that duly evidences its tax number or identifier.

- The Customer has duly completed, and submitted the annex to this General Agreement and the declarations and documents indicated therein.

- The Customer has a valid and effective password customer identification on record in the Bank to accept orders received by phone or an effective and valid agreement for the use of private banking.

If the Customer’s tax residency changes, the Customer shall deliver to the Bank an original certificate of its tax residency valid at that time without delay or certify its Hungarian tax residency as provided for in this Section.

3. With regard to any issue not regulated in this General Agreement, all the provisions of the Bank’s Business Rules on the engagement of investment service activities and the provision of supplementary services and the Business Rules on the handling of bank accounts, deposit raising and relating services shall be applied, which are expressly referred to in the Business Rules indicated above, including also the currently effective amendments of the Business Rules. The Customer declares that it has collected the Bank’s Business Rules referred to above and that it accepts to be bound by the provisions thereof.

TO BE APPLIED ONLY TO CUSTOMERS (REPRESENTATIVES) NOT UNDERSTANDING THE HUNGARIAN LANGUAGE.

The Customer declares that the contents of the legal declaration contained in this document were explained to him or her in (…….) language, known to him or her by a witness or by an authenticated individual and also acknowledges that following the signature of this legal declaration no reference may be made to the lack of understanding of its language.

To be inserted also in a language understood by the Customer

……………………………………………………………………………………………………………………
……………………………………………………………………………………………………………………
……………………………………………………………………………………………………………………
……………………………………………………………………………………………………………………
……………………………………………………………………………………………………………………
Date: ..................................................
Portfolio Management Contract

concluded, on the one hand, by MKB Bank Nyrt. (registered office: 1056 Budapest, Váci u. 38. registration court and number: Court of Registration of the Metropolitan Court, Cg.: 01-10-040952, Central Statistical Office number: 10011922-6419-114-01, number of licence authorising engagement in investment service activities: III/41.005-3/2001, a member of the Budapest Stock Exchange), as contractor (hereinafter: ‘Contractor’ or ‘Portfolio Manager’), and [name] (registered office, company registration number) (tax number) (customer identification number: [...] ) as principal (hereinafter: ‘Principal’), at the place and on the date referred to below with the following terms and conditions:

1. History

1.1 The Portfolio Manager is a credit institution registered by the Court of Registration of the Metropolitan Court under company registration number 01-10-040952. Based on Decision No. III/41.500-3/2001. (7 August 2001) of the Hungarian Financial Supervisory Authority, the Portfolio Manager is authorised to manage portfolios and is a legal entity authorised to engage in the investment service activities and to provide the supplementary services defined in the Business Rules on the Engagement in Investment Service Activities and the Provision of Supplementary Services (hereinafter: ‘Business Rules on Investment Services’).

2. Subject-matter and entry into force of the Contract

2.1 From the date of entry into force of this contract, the Principal assigns the Portfolio Manager to manage the financial instruments and financial assets owned by the Principal (hereinafter: ‘Portfolio’) under the terms and conditions specified in this Contract, for a fee, and on exclusive basis, and to ensure that the Portfolio is invested into financial
instruments and is managed for the benefit of the Principal on condition that the Principal
directly bears the risks arising from the acquired financial instruments and directly enjoys
or suffers any gain, loss or profit. The Contractor accepts the assignment.

2.2 The Principal grants to the Portfolio Manager the exclusive right of disposal over the
Principal's consolidated securities account, customer account and payment accounts as set
out in Annex 1 (hereinafter jointly referred to as ‘Portfolio Accounts’ and separately as
‘Portfolio Account’) from the date of entry into force of this Contract, for its duration, in
order to fulfil the provisions of Section 2.1.

The Principal undertakes not to dispose over the Portfolio Account and not to withdraw the
right of disposal of the Portfolio Manager during the term of validity of the present contract.

The minimum limit of the Portfolio constituting the subject matter of portfolio management
(hereinafter: ‘Minimum Limit’) is the minimum value set out in the Business Rules on
Investment Services.

2.3 The opening value of the Portfolio handed over for Portfolio Management, i.e. the
composition of the Portfolio planned on the date of entry into force of the present contract
is described in Annex 6 of this Contract (Assets handed over for portfolio management). The Parties agree that this Contract enters into force on the first working day that follows
the day on which the Principal is in possession of an effective (i) Framework Agreement
on the Execution of Standardised Futures Transactions concluded with MKB Bank Nyrt, a
(ii) Treasury Framework Agreement, and (iii) a Framework Agreement for Investment
Services involving Foreign Securities (Framework Agreement for Foreign Securities), and
(iv) the following types of asset(s) of market value of not less than the Minimum Limit
is/are credited on the Portfolio Account:

a) securities;
b) investment units;
c) customer account receivables;

The market value of the assets handed over for Portfolio Management is calculated by the
Portfolio Manager according to the principles defined in this Contract.

2.4 The Parties agree that if not all conditions defined in Section 2.3. as conditions
precedent for the entry into force of this present contract are fulfilled within 30
(thirty) days of the signature of the present contract by both Parties, then the present
contract will not enter into force and the Portfolio Manager will not start providing
portfolio management services to the Principal. In this case, the account specified in Annex
1 shall remain a ‘standard’ consolidated securities account and customer account or
payment account.

As long as the present contract exists, the Principal cannot terminate the contracts referred
to in Section 2.3. (i), (ii) and (iii).
3. Rights and obligations of the Parties

3.1 Rights and obligations of the Portfolio Manager

3.1.1 The Contracting Parties declare that, prior to the signing of this Contract, the Principal has conducted the suitability test pursuant to Section 44 of Act CXXXVIII of 2007 (hereinafter: ‘Investment Services Act’), taking into account Recital 88 of Commission Delegated Regulation (EU) No 2017/565 of 25 April 2016 (hereinafter: ‘MiFID DR’). On the basis of the evaluation of the suitability test and the preliminary personal consultation with the Principal, the Portfolio Manager has assigned the Principal to one of the predefined investment risk categories set out in Annex 10, which the Principal expressly accepts by signing this Contract.

On the basis of the risk category of investors defined in this Section, the Contractor performs portfolio management services based on a Reference Portfolio (Reference Portfolio) for the Principal. The portfolio management service based on a Reference Portfolio means that the Portfolio Manager performs the portfolio management according to the same investment guidelines for all Customers classified into the same risk category of investors. The investment guidelines applicable to the Principal (hereinafter: ‘Investment Guidelines’) are contained in Annex 3 of this Contract.

The Principal undertakes to notify the Portfolio Manager's contact person as set out in Annex 12 to this Contract in writing without delay if it completes a new suitability test during the term of this Contract. The Portfolio Manager shall develop a revised reference portfolio in accordance with the new suitability test within a reasonable time and shall inform the Principal thereof and of the revised Investment Guideline applicable to the Principal.

Based on the amended reference portfolio prepared as described above, the Portfolio Manager shall, if necessary, perform the required portfolio restructuring following the amendment in accordance with the amendments. The Principal acknowledges that any necessary portfolio restructuring due to the amended reference portfolio may result in a loss to the Principal, which shall not be a consequence of the Portfolio Manager's non-contractual conduct.

3.1.2 In compliance with the investment policy included in the Investment Guidelines, the Portfolio Manager disposes over the opening Portfolio and further assets received for management during the term of this Contract individually, according to its own decision.

The Investment Guidelines set out, inter alia, the investment principles to be followed by the Portfolio Manager, the types of financial instruments permitted and excluded from portfolio management, the permitted and prohibited activities related to portfolio management, the proportions of assets that may be purchased, where applicable, and the rules applicable in the event of deviation from the permitted proportions, by asset group.
The Principal undertakes to inform the Portfolio Manager of any changes in its operations or circumstances and in the information provided by it which may affect the performance of this Contract.

3.1.3 The Portfolio Manager has the right to enter into transactions generating a credit or a debit on the Portfolio on the regulated market and elsewhere for the benefit and liability of the Principal. **The Portfolio Manager informs the Principal that in the course of the portfolio management service the Portfolio Manager may consolidate orders placed for the benefit of the Principal with orders placed for the benefit of other customers and may also execute the consolidated orders on its own account. The Portfolio Manager also informs the Principal that when an order executed for the benefit of the Principal is consolidated with an order placed for the benefit of a different customer, then this consolidated execution may entail a detriment in relation to individual orders among the multiple orders placed for the benefit of one customer.**

The Portfolio Manager is entitled to act on behalf of the Principal in the public or private offering of securities (including, in particular, in the subscription proceedings).

3.1.4 In the course of the transactions, the Portfolio Manager is entitled but not obliged to indicate that it proceeds for the benefit of the Principal.

3.1.5 The Portfolio Manager is entitled to proceed in any subscription proceedings in the course of the public or private offering of securities on behalf of the Principal. In respect of the securities granting the right to exercise ownership and membership rights, the Portfolio Manager is entitled but not obliged to proceed on behalf of the Principal and, unless the Principal orders otherwise in particular cases, to exercise or refrain from exercising such ownership and membership rights as it deems appropriate. By signing this Contract, the Principal authorises the Portfolio Manager to act in connection with the exercise of its ownership rights in respect of the financial instruments in the Portfolio managed under this Contract. This authorisation also includes the power to enter into any contracts necessary for the performance of the Contract in respect of the assets managed by the Portfolio Manager in its own name, for the benefit of, or at the expense of, the Principal.

For the purpose of the performance of this Contract, the Principal authorises the Portfolio Manager, by signing this Contract, to enter into contracts in respect of the assets held in the Portfolio Account in the Portfolio Manager's own name for the benefit of and at the expense of the Principal, including the conclusion of any collateral agreements required for the conclusion of certain transactions, in particular the provision of collateral for derivative transactions. The Parties agree that, where the Portfolio Manager itself acts as an investment service provider for the purpose of transmitting, receiving or executing orders or as a proprietary trading service provider in respect of transactions for the benefit or on behalf of the assets managed in the portfolio, it shall do so in accordance with the procedures set out in the Portfolio Manager's internal regulations and this Contract, and the provisions of the (i) Treasury Framework Agreement and (ii) the Framework Agreement on the Execution of Standardised Futures Transactions between the Parties relating to the execution of transactions and notifications shall not apply. The Portfolio Manager is also authorised to enter into transactions between the Customer's Portfolio and the portfolios of
the Portfolio Manager's other portfolio managed customers in accordance with the authorisation granted in this Section.

3.1.6 The Portfolio Manager may proceed for the benefit of the Principal in relation to Corporate Events affecting the financial instruments kept in the Portfolio. A Corporate Event is any event when the owner of the financial instrument held in the Portfolio has the right to exercise rights or perform obligations towards the issuer and the Portfolio Manager is informed about it. If there is a Framework Agreement for Foreign Securities in effect between the Portfolio Manager and the Principal, then the Portfolio Manager is entitled, but not obliged, to exercise the rights granted to the customer under the Framework Agreement for Foreign Securities in relation to Corporate Events for the benefit of the Principal.

The Portfolio Manager is entitled to hold or have held in custody the Portfolio items in the name of and on behalf of the Principal and to collect the yield (interest, dividends) thereof and the nominal value repayable at maturity, to collect repayments, to conclude contracts in this respect, to make declarations and to reinvest the amount due to the Portfolio.

3.1.7 The Principal has also been informed that if a foreign currency conversion is required for the acquisition of a financial asset or otherwise in respect of an asset held in the Portfolio, the Portfolio Manager will, at its discretion, effect such conversion through an authorised financial service provider, including MKB Bank Nyrt, at an exchange rate negotiated with such financial service provider.

3.1.8 The objective to be observed in the course of portfolio management is that the Portfolio Manager shall not undertake risks which may point beyond the Investment Guidelines. In that interest the Portfolio Manager defines in the Investment Guidelines the Reference Portfolio, which also indicates the risk level relevant in the considerations of the Portfolio Manager, as well as the Reference Portfolio reach limits that constitutes the limits of the discretionary power of the Portfolio Manager.

The risk limit is essentially determined by the Principal by specifying the Investment Strategy chosen. The risk limits described herein shall be consistent with the results of the suitability test. The Portfolio Manager shall not, in the course of the Portfolio Management, enter into any transaction which would result in a breach of the provisions of Section 3.2.

When selecting investments, the Portfolio Manager shall take into account the risk limits described above and the result of the suitability test.

3.1.9 Within the framework of portfolio management, the Portfolio Manager does not assume any guarantee to protect the invested principal or does not promise to protect the invested principal or any yield, i.e. it does not assume a capital guarantee and does not undertake either capital protection or a yield.

3.1.10 In providing its services, the Portfolio Manager shall proceed with the care as may be expected in general of organisations engaged in portfolio management activities in the given situation. The Portfolio Manager shall be liable for the performance of its obligations
under the Contract in accordance with the general rules of civil law, excluding any liability for any loss of financial benefit and consequential damages suffered by the Principal as a result of a breach of contract, unless it is also liable to pay compensation for such loss or damages under mandatory provisions of law.

3.2 Rights and obligations of the Principal

3.2.1 The Principal accepts not having any right to instruct the Portfolio Manager to perform any transaction for the benefit and as a liability of the Portfolio, yet the Portfolio Manager shall have the right to extend or reduce (Capital Extraction) the assets of the Portfolio to the Minimum Limit.

3.2.2 The Principal may make a payment into credit securities for the benefit of the Portfolio (portfolio transfer). The Principal may transfer only securities into the Portfolio Account and may make an investment only in such a currency that the Portfolio Manager has approved previously. The currencies defined in section 2.3. are considered currencies approved by the Portfolio Manager.

3.2.3 The Principal may order a payments or withdrawal of securities from the Portfolio (hereinafter: ‘Capital Extraction’). The Principal may order a Capital Extraction by means of a duly signed legal declaration. If the Principal informs the Portfolio Manager of the Capital Extraction in writing, by fax or by e-mail containing a scanned copy of the legal declaration ordering the Capital Extraction, the Portfolio Manager shall, as a rule, execute the Capital Extraction within 10 (i.e. ten) days at the latest, taking into account the time required to release the investments quickly and efficiently. Unless the Parties agree otherwise, the Portfolio Manager executes the Capital Extraction in HUF, into the payment account specified by the Principle.

If the redemption, sale or liquidation of financial assets or the conversion of funds in other currencies is necessary in order to execute the Capital Extraction, the Portfolio Manager shall notify the Principal thereof upon becoming aware of the capital extraction provision, indicating the time when the extraction may be executed, which may differ from the above due to the performance and settlement periods.

The Portfolio Manager draws the attention of the Principal to the possible loss and reduction in yield resulting from the Capital Extraction, for information purposes, prior to the conclusion of this Agreement and also in this Agreement. The Portfolio Manager shall not be liable for any such loss or reduction in yield or for any damages suffered by the Principal as a result of the Capital Extraction. If as a result of the Capital Extraction, the size of the Portfolio falls below the Minimum Limit, the Portfolio Manager may terminate the contract with immediate effect.

3.2.4 If the value of the Portfolio drops below the Minimum Limit, the Portfolio Manager may notify the Principal about it, who shall provide a declaration, within 15 days from the notification from the Portfolio Manager as to whether the Principal intends to increase the assets handed over for portfolio management to the Minimum Limit. If the Principal states having no intention to increase the assets handed over for portfolio management as indicated above, or if the assets handed over for portfolio management do not reach the Minimum Limit for a period of more than 3 (three) months, the Portfolio Manager may terminate the contract with immediate effect.
3.2.5 In every instance when the Portfolio Manager requires an individual authorisation or other declaration to perform the tasks defined in this Contract, the Principal shall issue such an authorisation or declaration without any delay. The Principal undertakes to provide the Portfolio Manager with the authorisation or other declaration referred to in this Section in sufficient time to enable the Portfolio Manager to perform its obligations in accordance with the relevant legal and regulatory requirements and the terms of this Contract. The Portfolio Manager shall not be liable for the consequences of any failure to do so or any delay in doing so and the Principal shall be answerable to the Portfolio Manager.

3.2.6 The Principal warrants that the assets handed over for portfolio management are free of litigation, encumbrances or claims.

3.2.7 By signing this Contract, the Principal expressly consents to the Portfolio Manager acquiring for the benefit of the Portfolio the following, in compliance with the investment policy:

(a) any financial instruments issued by the Portfolio Manager;
(b) any financial instruments issued by the associated companies of the Portfolio Manager.

This provision shall apply in particular, but not exclusively, to bonds and other debt securities (e.g. MKB bonds) issued at any time by the Portfolio Manager or its associated companies.

3.2.8 With reference to the provisions of Section 6:13 (3) of the Civil Code, the Principal declares being fully aware of the fact that in the course of transactions concluded by the Portfolio Manager pursuant to this contract for the benefit of, and generating a liability for, the Portfolio, there is a conflict of interest between the Principal and the Portfolio Manager, who acts an investment service provider involved in the execution of the transaction.

3.2.9 If the Portfolio Manager acquires a financial instrument for the Principal, in relation to which the legal regulations specify a notification or disclosure obligation, it shall be performed by the Portfolio Manager. In that interest the Principal shall inform the Portfolio Manager if it learns about such a notification or disclosure obligation with regard to any financial instrument. By using the declaration forming Annex 9 of this contract (Principal’s declaration on insider relationships), the Principal informs the Portfolio Manager of the financial instruments in relation to which the Principal may have a notification or disclosure obligation specified by law.

The Portfolio Manager shall only examine the reporting and disclosure requirements in relation to the Managed Portfolio. If the notification or disclosure obligation also concerns holdings other than the Principal's Managed Assets, the Portfolio Manager shall not be obliged to comply with this notification and disclosure obligation.

4. Portfolio records, notification obligation

4.1 The Portfolio Manager shall keep records of and manage the portfolios managed for the individual customers by customer and, if it manages more than one portfolio for a single customer, by portfolio. On the last day of each calendar month, the Portfolio Manager establishes the market value of the assets held in the Portfolio in compliance with the rules
of asset value calculation described in Annex 3 of this Contract (Asset Value and Return Calculation).

4.2. The Portfolio Manager prepares a report as set out in the Business Rules on Investment Services and the applicable legislation and sends it to the Principal (regular report).

Unless otherwise specified in writing, information received from the Portfolio Manager as extraordinary data which the Principal has not requested for a predetermined purpose shall not be deemed, or may not be deemed, a statement or commitment as to the value, content or adequacy of the financial instruments.

4.3. The Principal orders the method of sending reports to be prepared by the Portfolio Manager in Annex 11 (Order for the Manner of Sending Reports).


4.5. The Portfolio Manager shall, as part of its portfolio management activities, inform the Principal if the total value of the Portfolio, as determined based on Annex 3 (Asset Value and Return Calculation) to this Contract, decreases by 10% compared to the valuation at the beginning of the reporting period, and of any further 10% decrease, no later than by the end of the working day on which the threshold is exceeded or, if this is not a working day, by the end of the next working day following the day on which the threshold is exceeded.

4.6. The Principal accepts that certain documents which are not available to the Portfolio Manager in Hungarian may be provided to the Principal by the Portfolio Manager only in the language available, therefore the Principal may receive information in several languages.

4.7. The Principal agrees to inform the Portfolio Manager of any objection to the report received from the Portfolio Manager without any delay.

5. Contact

5.1. The individuals maintaining primary contact with the Principal on behalf of the Portfolio Manager in relation to the performance of this Contract (contact persons) and their contact information are included in Annex 7 of this Contract (Contacts). The Portfolio Manager informs the Principal in writing of any change taking place in the contacts persons.

5.2. The individuals maintaining contact with the Portfolio Manager Principal in relation to the performance of this Contract and their contact information are included in the Contacts
Annex of this Contract. The Principal declares that the contact persons specified are separately and individually fully authorised to act on behalf of the Principal in connection with the performance of this Contract. The Parties stipulate that any written statement by the Principal shall require the official signature of the Principal's representatives with signatory powers.

5.3. The Parties shall notify each other in writing of any change in the identity or details of the contact persons.

5.4. Where the Principal provides its e-mail address in the statement “on how to provide mandatory customer information for NOT marketing purposes”, they are choosing e-mail as the primary method of communication. In this case, by signing this Contract, the Principal authorises the Portfolio Manager to send any information or legal declarations to be communicated to the Principal in the course of the performance of the Contract, including any data or information that constitutes banking, securities or business secrets, to the Principal's e-mail address specified in the statement “on how to provide mandatory customer information for NOT marketing purposes”. The Portfolio Manager sends the data, information and legal declarations to the e-mail address provided by the Principal in coded (encrypted) form.

5.5. The Principal declares having been informed that the telephone conversations conducted on the telephone numbers provided by the Portfolio Manager in the Annex on Contacts shall be recorded. In relation to the management of the recorded conversations the Portfolio Manager proceeds in compliance with the provisions of the Business Rules on Investment Services. By signing this Contract, the Principal agrees to the audio recording and to the processing of the audio recordings as their personal data. The Portfolio Manager provides information to the Principal by telephone if the Principal's customer identification password is registered with MKB Bank Nyrt. and the Principal provides the name of the Principal, the acting contact person and the customer identification password when calling.

5.6. The rules for data processing by the Contractor are set out in Annex 7 to this Contract

6. **Fees due to the Portfolio Manager and charges**

6.1. The Portfolio Manager shall be entitled to the fee stated in Annex 5 (Fee Schedule) for the services undertaken to be provided in the present contract. The calculations necessary to determine the fee shall be performed by the Portfolio Manager in accordance with the algorithms described in Annex 3 (Asset Value and Return Calculation). For the avoidance of doubt, the Parties state that in addition to the fees set out in the Fee Schedule, the Principal shall be charged the fees and expenses associated with the Portfolio Account as a consolidated securities account and customer account, including those related to custody, including but not limited to the portfolio fee. All the taxes relating to the financial instruments held in the Portfolio, deducted or collected by the Portfolio Manager, shall also be settled against the Portfolio.

6.2. The Portfolio Manager invoices the Principal for the pro rata share of the Portfolio Management Fee from among the fees set out in the Fee Schedule within 15 days of the end of the relevant quarter or the termination of this Contract and debits the Portfolio Account directly with the amount of the invoiced fee. The Portfolio Manager invoices the
Success Fee to the Principal annually by 15 January of the year following the relevant quarter or within 15 days of the termination of this Contract and debits the Portfolio Account directly with the amount of the invoiced Success Fee. Transaction fees are debited from the Portfolio Account at the same time as the transaction. The Portfolio Manager shall provide information on the Transactional Costs, the amounts of which are different in every market.

6.3. The Portfolio Manager hereby informs the Principal that costs and tax payment liabilities may arise in connection with transactions relating to the financial instruments which are not payable via the Portfolio Manager.

7. Settlement of disputes and jurisdiction

7.1. The Parties hereby declare that they wish to settle any disputes that may arise primarily by amicable means, by way of negotiations. If any disputed issue cannot be resolved effectively and amicably between the Parties, the Parties shall submit themselves to the procedure of the ordinary court that has competence and jurisdiction in relation to their legal dispute.

8. Effect of the Contract

8.1. The Parties conclude this Contract for an indefinite term.

8.2. Either party may terminate the contract in writing, without any reasoning, with a three months’ notice, as of the end of the calendar quarter (ordinary termination). The present contract may also be terminated by the mutual agreement of the Parties.

8.3. The Parties shall be entitled to terminate this Contract on an extraordinary basis if the other party culpably and grossly violates its obligations undertaken in this Contract. In such a case, the termination notice must be sent to the other Party in writing, with reasoning.

8.4. This Contract shall terminate if the Portfolio Account is terminated for any reason.

8.5. On the date of termination of the contract, the Parties shall make a settlement with each other on the basis of the asset value of the Portfolio on the current day, together with all claims due to the Portfolio and all liabilities included in the Portfolio. The Portfolio Manager shall have a right of disposal over the Portfolio Account and the Portfolio Manager shall also be entitled to fees until the date of cessation of the contract.

9. Confidentiality

9.1. The Parties hereby declare that they shall treat all information relating to the Principal, the Portfolio Manager, the assets managed on the basis of this Contract, the contents of the contract and the data, calculations and decisions exchanged by the Parties, in particular, information relating to the transactions executed by the Portfolio Manager, as business, banking and securities secrets. Except in the cases determined by the rules of Hungarian law, as in force, the Parties shall not disclose or make accessible the above information to
third parties without the other Party’s permission committed to a public deed or a private deed with full probative force. By signing this Contract, the Principal agrees that the Portfolio Manager may communicate to the service providers used for the performance of this Contract the data necessary for the performance of this Contract.

9.2. The Parties hereby consent to the use and disclosure to third parties of the fact of their contractual relationship, without any further data, without the other Party’s specific permission.


10.1. This Contract enters into force in compliance with the provisions of Sections 2.3. and 2.4. Section 2.4. of the contract enters into force when the contract is signed.

10.2. In matters not regulated in this Contract, the provisions of the Portfolio Manager's Business Rules on Investment Services and all provisions of its Business Rules on Account Management, Deposit Collection and Related Services to which the former Business Rules expressly refer shall apply. The Principal hereby declares that it has taken delivery of the Portfolio Manager’s Business Rules referred to above, familiarised itself with the contents thereof prior to the conclusion of this Contract and accepts the contents thereof as binding on it. The Principal understands that the Portfolio Manager may unilaterally modify the Business Rules under the terms and conditions defined therein.

10.3. The Principal hereby declares that, prior to the conclusion of the present contract, the Portfolio Manager provided information on all material issues concerning the nature of the transaction, the commitment and performance, including information on the fees and charges related to the present contract, in the form and by making available the Business Rules on Investment Services, the MiFID Product Information (on products on products and services falling within the scope of investment services and ancillary services, Customer Information on Portfolio Management, the draft Portfolio Management Contract and List of Terms and Conditions, which the Principal has understood and recognised and enters into this contract with the Portfolio Manager accordingly. The Principal further declares that they has received the documents listed above prior to the conclusion of this Contract.

10.4. The Principal declares that they have read the Portfolio Manager's Execution and Allocation Policy, which contains a description of how the Portfolio Manager will execute executable transactions and orders in the course of the portfolio management service, and that the Principal accepts the provisions contained therein and undertakes to keep track of any amendments and to expressly notify the Portfolio Manager of any non-acceptance thereof. In consideration of the risks of trading on their own account, the Principal expressly agrees that the Portfolio Manager may execute the executable transactions or orders outside a trading venue in accordance with the Portfolio Manager's Execution and Allocation Policy. The Portfolio Manager's Execution and Allocation Policy is set out in Annex 9.

If the Investment Guidelines differ from the Execution and Allocation Policy, the provisions of the Investment Guidelines shall prevail.
10.5. The Annexes constitute an inseparable parts of this Contract.

10.6. The Principal declares not being a US citizen or a US person pursuant to the Securities Act of the United States of America of 1933.

10.7. The Parties may amend this Contract in writing by mutual agreement. However, if any amendment is required that affects only an Annex, the Parties are entitled to amend and duly sign the relevant Annex separately. In this case, the amended Annex shall enter into force and become part of the contract on the date of signature and the Annex affected by the amendment will simultaneously cease to be valid.

10.8. The Principal declares having understood and expressly accept it the provisions highlighted in the contract with bold characters and the contents of the Risk Disclosure Declaration.

10.9. After having mutually read and interpreted this Contract, the contracting parties hereby sign the same as one that fully corresponds to their will.

Date: Budapest,

.............................................. ..............................................
Principal Portfolio Manager

Annexes:

Annex 1: Definition of Portfolio Accounts Allocated to Portfolio Management
Annex 2: Definition of Financial Instruments allocated to Portfolio Management
Annex 3: Investment Guidelines
Annex 4: Rules for the Valuation of Financial Instruments (Asset Value and Return Calculation)
Annex 5: Calculation Formulas
Annex 6: Portfolio Management Fee Calculation and Costs (Fee Schedule)
Annex 7: Privacy Notice
Annex 8: Execution Policy and Allocation Policy
Best Execution Policy of MKB Bank Plc.

MKB Bank Plc. (the ‘Bank’) has drawn up these rules (the ‘Execution Policy’) on the basis of Section 63(1) to (6) of Act CXXXVIII of 2007 on investment businesses and commodity exchange service providers and the rules governing the activities they may perform (the ‘Investment Services Act’) in respect of the rules to be followed in the interest of the consistently best execution of orders for Customers and on the basis of the provisions of Article 66 of Commission Delegated Regulation (EU) 2017/565 (the ‘MiFID Regulation’), which applies to the execution of the orders of Customers qualifying as retail or professional Customers on the basis of the MiFID classification.

The Execution Policy contains information with respect to all financial instruments about various trading locations where investment businesses may execute customer orders and about the factors that influence the selection of an execution venue. The Execution Policy sets out the locations that allow investment businesses to consistently achieve the best possible result during the execution of their Customers’ orders; therefore, the Bank does not request that its Customers select trading locations. At the reasonable request of the Customer or potential Customer, the Bank shall provide further information about the organisations that carry out the forwarded or placed orders.

The Bank shall monitor the efficiency of the Execution Policy in order to identify and, where appropriate, remedy possible deficiencies. It shall regularly evaluate whether the execution venues included in the Execution Policy provide the best result to the Customer and whether it needs to change its rules for the execution of orders. The Bank shall notify its Customers of any material change in the rules for the execution of orders or in the Execution Policy.

The Bank shall review its Execution Policy and its order execution mechanisms at least once a year. The review shall be carried out even if a material change (a significant event that may affect the factors of best execution, such as the costs, prices, speed, the probability of execution and fulfilment, the magnitude and nature of the order, or any other consideration related to the execution of orders) occurred, which influences the Bank’s ability to achieve the best possible execution consistently, which is based on the application of locations set out in the Execution Policy. The Bank shall carry out evaluation when material changes occur and considers changing the relative importance of the factors required for meeting the requirement for overall best execution.

The Bank shall inform its Customers about the Execution Policy, during which it shall clearly state in appropriate detail, which is easy to understand by Customers, how the investment business will execute its Customers’ orders. The Bank shall obtain its Customers’ preliminary consent to the Execution Policy. The Bank shall aggregate and publish the first five trading locations by trading volume and performance partners for every asset class, by asset class and by year, from those in respect of which it executed its Customers’ orders in the previous year, providing data also on the quality of execution at the same time².

---

² With respect to 2018 for the first time in 2019.
In accordance with Article 66(9) of Regulation (EU) 2017/575, the Bank shall make available data on the quality of the execution of the relevant transactions with respect to the financial instruments and in the cases specified in the Regulation to the public once a year free of charge at the following summary link: www.mkb.hu/befektetesekkel-kapcsolatos-tajekoztatasok.

The Bank shall accept, forward and execute customer orders for the purchase or sale of financial instruments in accordance with this Policy. For the purposes of the best execution of a customer order, the Bank shall examine whether the recording, forwarding and execution of the order by the Bank complied with the provisions of the Policy.

I. Priority of customer instructions

If the Bank has received a definite instruction from the Customer in respect of one of the considerations listed in the Execution Policy, it shall execute the order in accordance with such instruction. Specific instructions from the Customer may prevent the Bank, in respect of the elements of the orders related to the instructions, from achieving the best execution of the orders in taking the steps planned and devised in the Execution Policy.

In respect of considerations not affected by the instruction, the Bank shall proceed in accordance with the provisions of the Execution Policy in fulfilling the order.

If the Customer has given a specific instruction relating to the order or a specific element of the order and the Bank executes the order or the specific element of the order in accordance with it, then by doing so the Bank fulfils its obligation to take all satisfactory steps in order to achieve the best possible result for the Customer.

II. Principles for recording and forwarding orders relating to financial instruments

(1) The Bank shall record the orders given by the Customers and relating to financial instruments forthwith in the trading systems used by it or in the securities account-keeping system. The Bank does not accept orders that it is unable to record immediately in the trading system or in the securities account-keeping system.

(2) If the Customer has given a limit price or stop/loss order relating to financial instruments, the Bank shall record the exact date and time of receiving the limit price or stop/loss order and later the exact date and time of its possible fulfilment in its systems.

(3) If the Customer has given a market price order relating to financial instruments, the Bank shall record the exact date and time of the collection of the indicative price requested for the Customer, the forwarding of the indicative price to the Customer, the acceptance or rejection of the indicative price by the Customer and the confirmation by the Bank of the indicative price accepted by the Customer by strike price or the execution of the transaction in its systems.

(4) If the market, limit price or other order given by the Customer in relation to financial instruments can be fulfilled only in more than one part due to either the Customer’s definite instruction or the development of market prices, the Bank shall record the exact date and time of each partial fulfilment.

(5) The Bank shall execute orders given by the Customers in relation to identical financial instruments in an order of price and time priority.

(6) The Bank shall not consolidate the Customers’ orders either with each other or with the Bank’s own orders.

III. Principles of best execution of orders relating to financial instruments

(1) When executing orders relating to financial instruments, in order to ensure best execution, the Bank shall take into account the following criteria for determining the relative importance of the factors specified in Section (5):

i. the Customer’s properties, including the Customer’s rating as retail or professional;

ii. characteristics of the order, including if the order involves a securities financing transaction;
iii. characteristics of the financial instruments stated in the order;
iv. characteristics of the execution venue.

(2) Of the domestic financial instruments issued by domestic issuers and traded on the regulated market (stock exchange) in Hungary, orders relating to ownership instruments are fulfilled in Hungary, on the Budapest Stock Exchange (BÉT). In the case of orders relating to other financial instruments, the Bank shall decide on the best trading location on the basis of the criteria detailed in Section V.

(3) If the financial instruments have been issued by a foreign issuer (foreign financial instruments), but they are also traded on a regulated market (stock exchange) in Hungary, the order may be fulfilled also in Hungary based on the Customer’s clear instruction. Otherwise, the Bank shall decide on the best trading location on the basis of the criteria detailed in Section V.

(4) If the financial instruments have not been introduced to a regulated market (stock exchange) in Hungary and the Customer has not given a definite instruction for the selection of the execution venue, the Bank shall decide on the best trading location on the basis of the criteria detailed in Section V.

(5) The determination of the quality of performance is based on a comprehensive survey, which includes the price (net price) of the financial instruments, the cost incurred during the fulfilment of the order at its location, the time required for the fulfilment of the order, the probability of the feasibility and fulfilment of the order as well as the magnitude of the order, the nature of the order or any other consideration relevant to the fulfilment of the order (Section 62(2) of the Investment Services Act). (If more than one execution venue offer equally good fulfilment quality, the Bank selects the execution venue after a thorough examination of the relevant circumstances. The Customer shall receive information on the selection of the best execution venues in the annex hereto.

(6) The Bank shall prepare a report every half year, in which it shall detail the price of fulfilling the transactions relating to the individual financial instruments and carried out on the basis of the Customer’s order, and the speed and probability of fulfilment.

IV. Execution venue

The Bank shall carry out the Customers’ orders relating to financial instruments at one of the following trading locations, taking into account the characteristics of the individual possible trading locations and the principles of best execution for the Customer.

The Bank informs its Customers via this Execution Policy that the Bank may also fulfil the Customers’ orders relating to financial instruments outside trading locations even in respect of financial instruments that have been introduced to a trading location. Fulfilment outside trading locations requires the Customer’s preliminary consent, which may be a general consent or a consent to individual transactions. The Bank shall obtain the general consent in the form of a written declaration and the consent to the individual transactions prior to the conclusion of the transaction via the channel through which the transaction is concluded. The Bank hereby draws the attention of its Customers to the fact that execution outside trading locations may carry risks, such as a relevant partner risk or settlement and other risks.

By way of this present Execution Policy the Bank informs its customers that for the execution of the orders of the customers at the different foreign stock exchanges it uses investment service providers as collaborators, which do not have direct exchange membership at some of the execution venues. The list of collaborators used by the Bank and their exchange membership are the following:

- Canaccord Genuity Ltd: London Stock Exchange (LSE)
- Mirabaud Securities Ltd: non-exchange member

Execution venue types:

‘execution venue’: regulated market, MTF, OTF, systemic internaliser, market maker, other liquidity provider or a third country legal entity, which performs a function similar to the function of one of the institutions listed above.
Trading locations

1.) Regulated market:
A stock exchange and any other market of the Member States of the European Union which meets the following requirements:
   a) it is a multilateral system operated or controlled by a market operator;
   b) it matches the intents of several third parties to buy and sell financial instruments in a non-discriminatory manner, in accordance with its rules, or facilitates it in such a way that it results in a contract regarding the financial instruments introduced to trading under its rules;
   c) it holds the licence of the competent supervisory authority of the Member State with jurisdiction at its head office;
   d) it operates at regular periods, at specific times;
   e) it is featured on the list of regulated markets published on the website of the European Commission.

2.) Multilateral Trading Facility (MTF): a multilateral system that matches the intents of third parties to buy and sell financial instruments during trading, in a non-discriminatory manner, resulting in a contract.

3.) Organised Trading Facility (OTF): a multilateral system that is not a regulated market or an MTF, where the intent to buy and sell bonds, structured financial instruments, emissions allowances and derivative products from several third parties can be matched within the system in such a way that results in a contract.

Other execution venues

4.) Systematic Internaliser (SI): an investment business that provides opportunities for the customers to conclude transactions under organised conditions, in own-account trading, often, regularly and in a significant magnitude in such a way that it executes the Customers’ orders outside trading locations, without operating a multilateral system.

5.) Market maker: an entity engaged in own-account trading, which assumes the obligation to continuously buy and sell a financial instrument at the prices set by it.

6.) Other liquidity provider

7.) A third country legal entity that performs a function similar to those of the institutions listed in points 1 to 6.

Execution against own account:
If the Bank does not qualify as a systemic internaliser in respect of a particular financial instrument, but it can be considered justified to ensure best execution, the Bank may fulfil the order given by the Customer in respect of a financial instrument against its own trading account. It is a condition of fulfilment against its own trading account that:
   i.) the sales value of the instrument can be clearly established on the basis of public information;
   ii.) the transaction is concluded under the most favourable conditions for the Customer;
   iii.) the Customer receives preliminary information about the above from the Bank, which he, she or it may consent to in general or with respect to individual transactions.

In the preliminary information, the Bank shall state and provide reasons for the fact that the execution of the order against its own account is not disadvantageous for the Customer in terms of costs, margin, fees and other considerations relating to the transaction.
The annex to this Execution Policy contains a breakdown of the execution venues by financial instrument class. During this, the Bank does not distinguish between retail and professional customer orders, because it applies the more stringent requirements applicable to retail customer orders also in the case of professional customer orders.
V. Factors taken into account for determining the best execution venue

For the purpose of determining the execution venue of orders given by the Customers, the most important is that the Bank achieves the best possible result when executing the orders, taking into account the price, costs, speed, the probability of execution and fulfilment, the magnitude, the nature of the order or any other consideration significant for execution. While establishing the relative weight of the different factors it was considered that every customer of the Bank was classified as a retail customer, therefore, in the case of executing the order on more favourable conditions – in harmony with the content of Article II. 27 of MiFID – the price and the costs related to the execution of the order had the greatest significance, which justified the relative weight of the factors specified in the EP.

If the Customer has given a definite order, the Bank shall execute the transaction in accordance with the instruction. At the specific request of the Customer, the Bank shall demonstrate, by showing the application of the provisions of the Execution Policy, that it has executed the Customer’s order in accordance with the requirements of best execution set out in Sections 62 and 63 of the Investment Services Act.

The Bank hereby declares that it does not accept any remuneration, allowance or financial benefit as consideration for directing the Customer’s orders to a specific execution venue.

The Bank shall publish the five most important trading locations and performance partners, where the number of executed customer orders was the highest, by trading volume and by asset class on its website every year, also providing data on the quality of execution at the same time.

1. Price

Achieving the best price depends, among other things, on the pricing and price publication mechanisms set out in the rules and regulations applicable at the execution venues. Such rules and regulations determine, for example, whether the price is set and published using an auction process (market driven by orders) or a neutral market operator (leading broker or market maker) participates in pricing as an intermediary (market driven by subscription). The best price is assessed by taking into account the total consideration set including the associated costs.

In addition to the liquidity of the execution venue, the involvement of reference markets, the obligation to subscribe, and setting maximum sales and purchase margins are the additional factors that influence the attainable price.

In fulfilling orders also including personalised products and related to trading in OTC products or in making decisions on trading with them, the Bank shall verify the fairness of the price offered to the Customer by collecting the information used for determining the price of the product and, if possible, comparing identical or similar products.

2. Costs

The costs shall include:

a) fees and commissions charged by the bank

b) fees charged by the execution venue (e.g. stock exchange or market maker)

---

8 With respect to 2018 for the first time in 2019.
c) fees of the executing partner in those cases when the Bank uses a collaborator (e.g. broker) to fulfill the order.

d) other fees paid to third party in the course of fulfilling the order (e.g. taxes, stamp duty, settlement fees) in the extent in which it is payable by the customer.

In the case of transactions performed at fixed price the transaction costs are included in the price of the financial instrument. The charged fees and arising expenses can be different at different execution venues. These fees, costs are specified in the relevant Lists of Terms and Conditions of the Bank and the special agreements concluded by and between the Bank and the Customer in detail. The effective Lists of Terms and Conditions of the Bank are available at the [www.mkb.hu](http://www.mkb.hu) website. In the course of fulfilling the order on the most favourable conditions the Bank shall assess the transaction related direct fees, costs and other payment obligations only and shall specify the total cost of the order on the basis of them. In the course of the most favourable execution the Bank shall not assess indirect costs not related to the transaction directly (e.g. other indirect costs related to the keeping of the financial instrument, contract conclusion, account management fee, transfer costs).

In compiling its list of terms and conditions offered to its Customers, the Bank shall take into account the most favourable costs from among the possible execution venues, thus it does not make any unfair distinction between the execution venues with the composition and imposition of its commissions. The costs of third parties comprise transaction costs (e.g. commissions, transaction fees) and settlement costs (e.g. clearing fee, transport fee). These costs may change according to market segment and location of performance. Partial performance affects the costs of the third party, therefore, they shall be included in the assessment. If more than one trading location seem to be of the same quality in terms of costs, the costs shall also include the Bank’s own fees and commissions and other execution-related costs.

3. Speed of (time requirement for) performance
The speed of performance means the time between receipt of the order at the location of the relevant performance and the allocation of the order. Subject to the opening hours of the relevant regulated markets, the maximum performance periods specified in the rules and regulations of the relevant execution venues are the key factors that facilitate the fastest possible fulfilment of customer orders. The circumstance to be taken into account when the weight of the speed of performance, as relative factor, is established, is that the fast and efficient method of customer orders is the guarantee that the orders given by the customer are performed at the relatively best price level valid on the market in the moment of specifying the order.

4. Magnitude of the order
The principle of best execution shall apply in accordance with the magnitude of transactions which characterises the market in the case of retail (non-institutional) Customers in the groups of relevant financial instruments. The order magnitudes which may be regarded as typical in the case of the groups of relevant financial instruments may be found in the annex hereto. If the type and/or magnitude of an order is considerably different from what can be considered typical in the market, the Bank shall execute the order at the Customer’s relevant express request.

5. Probability of fulfilment
The probability of fulfilment, as the weight of relative factor influencing the execution, shall be specified based on the liquidity provided by the given trading / execution venue, which shall fundamentally influence both the price and the speed of performance.

In this connection, it has no significance whether natural liquidity is involved or, at request, liquidity is provided by a leading broker or market maker. The involvement of reference markets and the fulfilment
obligations set out in the rules and regulations of the trading locations concerned ensure with high probability that the order will be fulfilled.

6. Probability of settlement

In determining the location of best execution, the Bank assumes that the approved/standard settlement method may be applied in the case of the financial instrument to which the order received relates. If the custodian of the securities accounts is different from the type of custodian which is customary at the location of execution, the Customer is required to give specific instructions.

The ‘probability of settlement’ summarises the factors that ensure the maximum protection of the investor. Most important factors:

1. operation of regulated markets, MTFs and OTFs in accordance with legislation and continuous official supervision of regulated markets, MTFs and OTFs.
2. operation of the financial supervisory authorities, which primarily oversee:
   a. pricing,
   b. compliance with the performance guarantee (e.g. ‘the best price’ principle),
   c. compliance with the stock exchange rules and regulations,
   d. compliance with the rules and regulations applicable to regulated markets, MTFs and OTFs;
3. information services provided by the relevant execution venue;
4. regulations applicable to erroneous transactions (Mistrade) applied at the relevant execution venue
5. performance guarantees in the relevant stock exchange rules and regulations;
6. mechanisms serving the protection of investors in legislation and regulations affecting the stock exchanges;
7. operational risks relating to delivery.

7. Nature of the order and other relevant considerations

In addition, in selecting the best execution venue, the Bank shall take into account and shall consider all circumstances that substantially affect best execution for Customers. Such a factor may be, among other things, the duration and quality of the relationship with the broker cooperating in the execution of the transaction, the speed of communication during the execution of the transaction and the complaints management experience of the brokers.

VI. Weighing of the factors affecting the selection of the best execution venue

The different execution factors shall be weighed based on their importance compared to each other. In addition to the expert’s considerations this weighing requires the Bank to assess the importance of the different factors for the concerned customers. For specifying above the Bank takes expert’s opinions and customer’s opinion into account with 50% weight each. The selected clientele asked in addition to the opinion of the requested experts rank the factors, after the assessment of which the weighing of factors affecting the selection of the best execution venue of the BANK shall be established. Weighing is subject to further affecting factor, which is the subject of the order, i.e. the product group or asset class of the product in the order.

1.) Price: 25%  Reason stated: The cost price and sales price of the given financial product are the most important determiners of the return that the Customer can realise.
2.) Costs: 15%  Reason stated: The explicit and implicit costs of the transaction related to the given financial product directly affect the return realised by the Customer. At the same time, higher costs may represent services more beneficial to the Customer, which corresponds to the principle of best execution.
3.) Speed of fulfilment: 10% Reason stated: Quick fulfilment ensures that the Customer can carry out transactions at the price level valid in the market at a given moment.

4.) Magnitude of order: 5% Reason stated: The Bank does not distinguish between the Customers’ orders on the basis of their magnitude. The markets reached by the Bank are able to smoothly serve the magnitude of retail orders. If such a service cannot be ensured, the Bank shall inform the Customer when it records the order.

5.) Probability of fulfilment: 15% Reason stated: The liquidity provided by a particular trading location fundamentally influences best execution in terms of price, speed and costs alike. If, due to market liquidity conditions, the magnitude of the Customer’s order does not allow best execution, the Bank shall inform the Customer when it records the order.

6.) Probability of settlement: 10% Reason stated: Late settlement hinders the Customer to become actual possessor of a particular financial product.

7.) Nature of the order and other considerations: 20% Reason stated: The forwarding of the Customer’s order relating to financial instruments to a particular trading location also depends on unquantifiable factors, which ensure best execution. In selecting its brokers, in addition to the price, the Bank also examines other criteria such as the availability of the given broker or its complaints management experience.

VII. Review of Best Execution Policy, analysis of the quality of execution

Annual review
The Bank shall continuously monitor and, in accordance with the reports on the individual financial instruments, shall review the Execution Policy every year, taking into account the execution venues, the performance partners and the considerations and quality factors (settlement systems, application of daily price limits that interrupt trading, planned measures) relevant during execution and other relevant considerations (partner risk, reputation). The principles of best execution are also reviewed if material changes have occurred which result in a situation where the location of execution selected in accordance with the principles of the best execution of orders does not continuously guarantee that the Customer’s best interests are fully taken into consideration. The Bank continuously monitors the efficiency of its Best Execution Policy in order to remedy any deficiency that may emerge.

Review within the year: The Bank shall also review its Execution Policy within the year if a change occurs in market processes or in the operation or business policy of the service provider, which may influence whether the principle of best execution can prevail with the provisions of the Execution Policy in force. The review may also cover amendments relating to trading locations and performance partners due to the admission of a new location, the termination of an old location, or a change in the order of execution venues and performance partners due to a change in the fee structure.

Analysis of the quality of performance

The Bank shall analyse the quality of performance in order to make sure that it selects the best execution venue for the customers and really ensures the best execution. In harmony with Commission Regulation (EU) 2017/576 of 8 June 2016 the Bank shall publish the result of the analysis annually at its website to inform the public and the investors about the first five execution venues and the quality of performance.

The Bank informs the investors about its methods of quality control and its considerations based on the following points in this present Execution Policy.

Pursuant to Directive 2014/65/EU of the European Parliament and of the Council the quality of performance shall be analysed by the Bank separately with respect to the financial instrument classes, including the different liquidity sub-classes according to tick size of the share type financial instrument.
While publishing the first five execution venues used for the performance of customer orders the Bank shall publish the volume and number of the orders and shall call the attention of the investors separately if it performs a very low number of transactions in a given financial instrument class.

In the course of analysing the quality of performance and publishing the first five execution venues the Bank shall present the percentage of orders, in the case of which the customers selected the execution venue, as these transactions distort the assessment of the best quality.

The Bank shall highlight every case in the analysis where a strong relationship exists between the Bank and the execution venue.

The different order types can be key factors in the explanation of how and why investment companies perform orders at a given execution venue, therefore the Bank shall make a clear distinction of the different categories of the order types in the analysis.

In the course of publishing the assessment of the execution quality and the first five execution venues the Bank shall make a distinction between the orders of retail and corporate customers, if i.) it performed orders for both investor clientele in the given financial instrument class and ii.) the considerations of performing the orders were different indeed, for which reason their separation was justified.

If the Bank uses execution venues for securities financing transactions, it shall report these transactions separately in the course of publishing the analysis and the first five execution venues and shall remove them from the figures concerning the other transactions in order to avoid the distortion of the results of the other transactions by orders performed on the basis of different considerations and typically in high volume.

The annually published analysis assessing the quality of the performance shall be part of the publishing of data concerning the quality of performance based on the instruments and execution venues used for the performance of the given analysis published pursuant to Commission Delegated Regulation (EU) 2017/575 in order that the investors can assess the efficiency of the analysis.

In its annual analysis the Bank shall also publish the analysis of agreements existing with respect to every execution venue, extended or received payments and received preferential discounts, conditions or non-financial rewards, emphasising the impact of these agreements on the costs of the investors and their compliance with Directive 2014/65/EU of the European Parliament and of the Council.

In the course of publishing the first five execution venues the Bank shall list the name and identifier of the trading location, the volume and number of the orders performed at the venue as percentage of the total performed volume, the percentage of passive, aggressive and directed orders per financial instrument type and shall indicate if it performed fewer than one transaction per trading day in the given financial instrument class during the previous year.

In terms of the different execution venues the Bank shall summarise its conclusions in the breakdown per financial instrument class at the end of the analysis with the following considerations listed:

1. execution factors, especially the reason for the importance of the price, costs, speed and probability of execution
2. information on close relationship with the execution venues, conflict of interest, joint ownership
3. information on specific agreements concluded in terms of execution venues, extended or received payments, received discounts, preferential conditions or non-financial rewards
4. explanation of factors leading to the amendment of the list of execution venues included in the execution policy of the company, if there was such amendment;
5. change in the execution venues and the reason for it
6. differences in the performance practice for retail and corporate investors and the explanation
7. information on whether other criteria had priorities over the direct price and cost considerations when retail customer orders were performed and explanation why these other criteria were essential for the customer to achieve the best possible result when the total price is taken into account; g) information on how the investment company used data and instruments related to the quality of the performance, including figures published pursuant to Commission Delegated Regulation (EU) 2017/575; h) information, if applicable, how the investment company used data and figures established pursuant to Article 65 of Directive 2014/65/EU of the European Parliament and of the Council received from a summary data service provider company.
## ANNEX TO THE EXECUTION POLICY

<table>
<thead>
<tr>
<th>Class of Financial Instrument</th>
<th>Primary execution venue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shares and investment fund units traded on a trading venue</td>
<td>Budapest Stock Exchange (XBUD)</td>
</tr>
<tr>
<td>Shares of domestic issuers listed on a regulated market</td>
<td>Budapest Stock Exchange BÉTA market (BETA)</td>
</tr>
<tr>
<td>Shares listed on an MTF operated by the Budapest Stock Exchange</td>
<td>Budapest Stock Exchange Xtend MTF (XTEND)</td>
</tr>
<tr>
<td>Investment fund units traded on the Budapest Stock Exchange</td>
<td>Budapest Stock Exchange (XBUD)</td>
</tr>
<tr>
<td>Shares of foreign issuers listed on a trading venue</td>
<td>Trading venue of primary listing</td>
</tr>
<tr>
<td>Exchange traded investment fund units of foreign issuers (ETFs)</td>
<td>Trading venue of primary listing</td>
</tr>
<tr>
<td><strong>Exchange traded derivatives</strong></td>
<td></td>
</tr>
<tr>
<td>Securitized derivatives (certificates, warrants, other)</td>
<td>Budapest Stock Exchange (XBUD) cash market</td>
</tr>
<tr>
<td>Currency futures and exchange traded FX options</td>
<td>Budapest Stock Exchange (XBUD) derivatives market (liquidity typically supported by the own account of MKB Bank Plc.)</td>
</tr>
<tr>
<td>Single-stock futures, index futures, and exchange traded stock-options</td>
<td>Budapest Stock Exchange (XBUD) derivatives market (liquidity typically supported by the own account of MKB Bank Plc.)</td>
</tr>
<tr>
<td><strong>Debt instruments (bonds, and fixed income instruments)</strong></td>
<td></td>
</tr>
<tr>
<td>Hungarian government bonds</td>
<td>the own account of MKB Bank</td>
</tr>
<tr>
<td></td>
<td>MTS Hungary (HUNG)</td>
</tr>
<tr>
<td></td>
<td>Tullett Prebon Securities MTF (TPSL)</td>
</tr>
<tr>
<td></td>
<td>Bloomberg Trading Facility Limited (BMTF)</td>
</tr>
<tr>
<td></td>
<td>GFI Securities Ltd - OTF (GFSO)</td>
</tr>
<tr>
<td></td>
<td>outside a trading venue (OTC)</td>
</tr>
<tr>
<td>Bonds and discount notes issued by MKB Group</td>
<td>the own account of MKB Bank</td>
</tr>
<tr>
<td>Bonds and discount notes issued by domestic issuers</td>
<td>Bloomberg Trading Facility Limited (BMTF)</td>
</tr>
<tr>
<td></td>
<td>outside a trading venue (OTC)</td>
</tr>
<tr>
<td>Bonds and discount notes issued by foreign issuers</td>
<td>Bloomberg Trading Facility Limited (BMTF)</td>
</tr>
<tr>
<td></td>
<td>outside a trading venue (OTC)</td>
</tr>
<tr>
<td><strong>Investment fund units</strong></td>
<td></td>
</tr>
<tr>
<td>Funds managed by MKB Pannónia Alapkezelő Zrt.</td>
<td>the own account of MKB Bank (distribution)</td>
</tr>
<tr>
<td>Funds managed by domestic fund management companies</td>
<td>the own account of MKB Bank (distribution)</td>
</tr>
<tr>
<td>Funds managed by foreign fund management companies</td>
<td>the own account of MKB Bank (distribution)</td>
</tr>
<tr>
<td><strong>OTC derivatives</strong></td>
<td></td>
</tr>
<tr>
<td>Interest-rate derivatives (swaps, FRAs, other)</td>
<td>the own account of MKB Bank</td>
</tr>
<tr>
<td>Country</td>
<td>Code</td>
</tr>
<tr>
<td>------------------</td>
<td>------</td>
</tr>
<tr>
<td>Austria</td>
<td>WBAH</td>
</tr>
<tr>
<td></td>
<td>XWBO</td>
</tr>
<tr>
<td></td>
<td>ORCB</td>
</tr>
<tr>
<td></td>
<td>XBRU</td>
</tr>
<tr>
<td>Czech Republic</td>
<td>XPRA</td>
</tr>
<tr>
<td>Denmark</td>
<td>XCSE</td>
</tr>
<tr>
<td>South Africa</td>
<td>XJSE</td>
</tr>
<tr>
<td>United Kingdom</td>
<td>XLON</td>
</tr>
<tr>
<td></td>
<td>AIMX</td>
</tr>
<tr>
<td></td>
<td>TRQX</td>
</tr>
<tr>
<td>Country</td>
<td>Exchange Code</td>
</tr>
<tr>
<td>----------</td>
<td>---------------</td>
</tr>
<tr>
<td>Finland</td>
<td>XHEL</td>
</tr>
<tr>
<td>Greece</td>
<td>XATH</td>
</tr>
<tr>
<td>Hong Kong</td>
<td>XHKG</td>
</tr>
<tr>
<td>Indonesia</td>
<td>XIDX</td>
</tr>
<tr>
<td>Ireland</td>
<td>XDUB</td>
</tr>
<tr>
<td>Japan</td>
<td>XJAS</td>
</tr>
<tr>
<td></td>
<td>XOSE</td>
</tr>
<tr>
<td></td>
<td>XTKS</td>
</tr>
<tr>
<td>Canada</td>
<td>XTSE</td>
</tr>
<tr>
<td></td>
<td>XTSX</td>
</tr>
<tr>
<td>Poland</td>
<td>XWAR</td>
</tr>
<tr>
<td>Germany</td>
<td>EUWX</td>
</tr>
<tr>
<td></td>
<td>XETR</td>
</tr>
<tr>
<td></td>
<td>XFRA</td>
</tr>
<tr>
<td></td>
<td>FRAA</td>
</tr>
</tbody>
</table>

132
<table>
<thead>
<tr>
<th>Country</th>
<th>Exchange Code</th>
<th>Exchange Name</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Germany</td>
<td>HAM A</td>
<td>BOERSE HAMBURG - REGULIERTER MARKT</td>
<td><a href="http://www.boersenag.de/">www.boersenag.de/</a></td>
</tr>
<tr>
<td>Germany</td>
<td>HANA</td>
<td>BOERSE HANNOVER - REGULIERTER MARKT</td>
<td><a href="http://www.boerse-berlin.de/">www.boerse-berlin.de/</a></td>
</tr>
<tr>
<td>Germany</td>
<td>XBER</td>
<td>BOERSE BERLIN</td>
<td><a href="https://www.boerse-duesseldorf.de/">https://www.boerse-duesseldorf.de/</a></td>
</tr>
<tr>
<td>Germany</td>
<td>XDUS</td>
<td>BOERSE DUESSELDORF</td>
<td><a href="https://www.boerse-muenchen.de/">https://www.boerse-muenchen.de/</a></td>
</tr>
<tr>
<td>Germany</td>
<td>XMU N</td>
<td>BOERSE MUECHEN</td>
<td><a href="https://www.boerse-stuttgart.de/">https://www.boerse-stuttgart.de/</a></td>
</tr>
<tr>
<td>Norway</td>
<td>XOSL</td>
<td>OSLO BORS</td>
<td><a href="https://www.oslobors.no/">https://www.oslobors.no/</a></td>
</tr>
<tr>
<td>Italy</td>
<td>MTA</td>
<td>BORSA ITALIANA</td>
<td><a href="http://www.borsaitaliana.it/hompage/homepage.htm">http://www.borsaitaliana.it/hompage/homepage.htm</a></td>
</tr>
<tr>
<td>Spain</td>
<td>XMA D</td>
<td>BOLSA DE MADRID</td>
<td><a href="http://www.bolsamadrid.es/esp/aspx/Portada/Portada.aspx">http://www.bolsamadrid.es/esp/aspx/Portada/Portada.aspx</a></td>
</tr>
<tr>
<td>Spain</td>
<td>XMCE</td>
<td>MERCADO CONTINUO ESPANOL</td>
<td><a href="http://www.bolsamadrid.es/esp/aspx/Mercados/Precios.aspx?mercado=MC">www.bolsamadrid.es/esp/aspx/Mercados/Precios.aspx?mercado=MC</a></td>
</tr>
<tr>
<td>Switzerland</td>
<td>XSW X</td>
<td>SWISS EXCHANGE</td>
<td><a href="https://www.six-swiss-exchange.com/index.html">https://www.six-swiss-exchange.com/index.html</a></td>
</tr>
<tr>
<td>Switzerland</td>
<td>XVTX</td>
<td>SWX EUROPE</td>
<td></td>
</tr>
<tr>
<td>Sweden</td>
<td>XSTO</td>
<td>OMX NORDIC EXCHANGE STOCKHOLM</td>
<td><a href="http://www.nasdaqomxnordic.com/">http://www.nasdaqomxnordic.com/</a></td>
</tr>
<tr>
<td>Singapore</td>
<td>XSES</td>
<td>SINGAPORE EXCHANGE</td>
<td><a href="https://www.sgx.com/">https://www.sgx.com/</a></td>
</tr>
<tr>
<td>Thailand</td>
<td>XBKK</td>
<td>STOCK EXCHANGE OF THAILAND</td>
<td><a href="https://www.set.or.th/en/">https://www.set.or.th/en/</a></td>
</tr>
<tr>
<td>Turkey</td>
<td>XIST</td>
<td>ISTANBUL STOCK EXCHANGE</td>
<td><a href="http://www.borsaistanbul.com/en/">www.borsaistanbul.com/en/</a></td>
</tr>
<tr>
<td>USA</td>
<td>XISX</td>
<td>INTERNATIONAL SECURITIES EXCHANGE, LLC</td>
<td><a href="https://www.ise.com/market-data/">https://www.ise.com/market-data/</a></td>
</tr>
<tr>
<td>USA</td>
<td>XASE</td>
<td>AMERICAN STOCK EXCHANGE</td>
<td><a href="https://www.nyse.com/markets/nyse-american">https://www.nyse.com/markets/nyse-american</a></td>
</tr>
<tr>
<td>Symbol</td>
<td>Exchange Description</td>
<td>Website</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>----------------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>XNAS</td>
<td>NASDAQ</td>
<td><a href="http://www.nasdaq.com/">http://www.nasdaq.com/</a></td>
<td></td>
</tr>
<tr>
<td>XNGS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>XNC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>XNMS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>XNYS</td>
<td>NEW YORK STOCK EXCHANGE</td>
<td><a href="https://www.nyse.com/index">https://www.nyse.com/index</a></td>
<td></td>
</tr>
<tr>
<td>ARCX</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>XOTC</td>
<td>OTC BULLETIN BOARD</td>
<td><a href="http://www.finra.org/industry/otcbb/otc-bulletin-board-otcbb">http://www.finra.org/industry/otcbb/otc-bulletin-board-otcbb</a></td>
<td></td>
</tr>
<tr>
<td>OOTC</td>
<td>OTC US</td>
<td><a href="https://www.otcmarkets.com/">https://www.otcmarkets.com/</a></td>
<td></td>
</tr>
</tbody>
</table>
Based on Section 110 of Act CXXXVIII of 2007 on investment businesses and commodity exchange service providers and the rules governing the activities they may perform (the ‘Investment Services Act’), credit institutions engaged in investment service activities are obliged to draft a Conflict of Interests Policy with respect to any conflicts of interests which may have a detrimental impact on their Customers.

Based on its statutory obligation, MKB Bank Nyrt. (the ‘Bank’), as a credit institution engaged in investment service activities, has approved the following Conflict of Interests Policy.

I. Purpose of the Conflict of Interests Policy

The purpose of the Bank’s Conflict of Interests Policy is to determine the principles and the organisational framework which serve to prevent the emergence of any conflict of interest situations in connection with the services rendered by it which may prove to be detrimental to its Customers.

This Conflict of Interests Policy solely relates to conflicts of interests that may cause a disadvantage to our Customers and does not cover the identification and management of conflict of interest situations that may not cause any detriment to our Customers.

The Conflict of Interests Policy applies to conflicts of interests that may emerge in connection with investment services or supplementary services, and the management of conflicts of interests which may arise in connection with MKB’s other services and activities do not constitute its subject-matter.

II. Scope of the Conflict of Interests Policy

The Bank holds a licence to engage in the following investment service activities in connection with which conflicts of interests may arise:

- acceptance and forwarding of orders;
- execution of orders for the benefit of Customers: engagement in activities aimed at the conclusion of agreements relating to the purchase or sale of financial instruments for the benefit of Customers;
- own-account trading: sale, purchase and swap of financial instruments for the Bank’s own account;
- portfolio management: an activity, in the course of which, based on the order given by the Customer, under pre-determined terms and conditions, the Customer’s assets are invested in financial instruments and are managed for the Customer’s benefit, with the proviso that the Customer directly bears the risks and yields, that is, the losses and profits, arising from the financial instruments acquired;
- investment consulting: a personalised offer in connection with transactions relating to financial instruments, not including the publication of facts, data, circumstances, studies, reports, analyses and announcements disclosed to the public and the prior and subsequent provision of information by the investment business for the Customer as prescribed in the Act;
- placement of financial instruments (securities or other financial instruments) subject to the commitment of buying the instruments (underwriting): a commitment relating to subscription to or the purchase of securities for the Bank’s own account or a commitment relating to subscription to or the purchase of a quantity of securities agreed in a contract for the avoidance of the frustration of the subscription or sale;
placement of financial instruments without the commitment of buying the instruments (financial instruments): offering of financial instruments and offering of financial instruments for public sale;

- custody and record-keeping of financial instruments and keeping of related customer accounts;

- custody and keeping of related securities accounts, in the case of securities produced in a documentary form, registration of securities and keeping of customer accounts: custody of financial instruments, collection of interest, dividend, yield and redemption payments and collective provision of other related services, including services related to the management of the security deposit;

- investment lending: credit provided for the purchase of financial instruments if MKB Bank takes part in the implementation of the transaction;

- consulting and services related to capital structure, business strategy and related issues, mergers and acquisitions.

In addition to the above, as a universal credit institution, the Bank provides financial services. As part of these, it primarily keeps accounts, provides loans and collects deposits for its Customers. The information available within the framework of the financial service activities may, on occasion, be capable of causing conflicts of interests in connection with the investment services provided for Customers.

Conflicts of interests which may cause a potential disadvantage to our Customers may emerge between the following parties:

- the Bank’s Customers and the Bank;
- the Bank’s Customers and the Bank’s senior managers and employees (collectively the ‘employees’);
- the Bank’s Customers in their interrelationships.

### III. Identification of conflicts of interests

Potential conflicts of interests may emerge in connection with the investment services provided by the Bank in the following cases:

- the Bank or its employee obtains a profit or avoids a loss to the Customer’s detriment;
- the Bank or its employees have an interest in the profit of the service provided for the Customer or in the transaction executed on the Customer’s behalf, which interest is different from the Customer’s interest in making a profit;
- the Bank or its employee favours the interests of another Customer or Customer group over the interests of the Customer in question;
- the Bank or its employee has an interest in the same transaction as the Customer;
- the Bank or its employee receives or will receive incentives from a person other than the Customer in the form cash or non-cash benefits or services in connection with the services provided to the Customer.

The Bank identifies and keeps a record of the circumstances that represent or may lead to conflicts of interest carrying risks to the Customers’ interests (conflict matrix) in respect of the investment service activities performed and supplementary services provided by it. The conflict
matrix establishes the procedures to be followed and measures to be taken by the Bank in order to prevent or manage conflicts of interest.

IV. Management of conflict of interest situations

When managing conflict of interest situations, the Bank meets the statutory requirements set out in Section 110 of the Investment Services Act at all times, according to which:

- it regulates the information flow between relevant persons performing tasks in connection with the individual investment service activities or supplementary services in such a way that it can be checked and prevents any loss to the Customer which may arise from potential conflicts of interests;
- it ensures the separate monitoring of relevant persons who perform tasks as part of the investment service activities or supplementary services on behalf or for the benefit of Customers who may have conflicting interests or who may create conflicting interests in any other way, including the case where such conflicts of interests are caused by the activity performed on behalf or for the benefit of the Customer and a transaction to be executed for the investment business’s own account;
- it precludes any direct connection or correlation to the remuneration of relevant persons, who perform duties as part of the investment service activities or supplementary services which may generate conflicts of interests;
- it prevents any person who does not have duties in connection with the investment service activities or supplementary services from influencing in any way relevant persons who perform such duties;
- it prevents the emergence of obstacles to the investigation and monitoring of any conflicts of interests which may emerge in the course of the performance of parallel or related tasks by a relevant person who performs duties in connection with the investment service activities or supplementary services.

In accordance with the statutory requirements, the Bank employs the following tools and measures for preventing (preliminary management of) the development of conflict of interest situations:

- in accordance with the statutory requirements, the Bank organisationally separates any business units which are to be separated and manages all information in separate systems, and the combined knowledge of which may lead to conflicts of interests (Chinese wall);
- the Bank obliges the employees in whose case a conflict of interests may arise to disclose all their transactions with financial instruments and it expressly prohibits certain transaction types for certain groups of its employees;
- the Bank has rules conforming to the statutory requirements for the prevention of insider trading and the manipulation of trading;
- in the interest of restricting and tracking the utilisation of non-public information which may be available in connection with financial instruments or their issuers, it keeps monitoring and cancellation lists which serve to supervise the disclosure of sensitive information, to prevent the illegal use of insider information and to prohibit certain transactions;
- it continuously monitors the transactions in financial instruments of our employees potentially involved in conflict of interest situations and our bank’s activities related to financial instruments performed on our own account;
☐ in the course of the execution of orders, the Bank proceeds in accordance with the provisions of the Execution Policy or follows the Customer’s express instructions;
☐ the Bank organises ongoing training for the employees in order to enable them to recognise and avoid any conflict of interest situations.

V. Organisational framework

The management and identification of conflict of interest situations falls within the competence of the Compliance Directorate established by our Bank, which is responsible for verifying compliance with the above principles, the regular updating of the Conflict of Interests Policy, the identification of potential conflict of interest situations, the management of any specific conflict of interest situations which may arise and the record-keeping of the identified and managed conflict of interest situations.

MKB Bank Nyrt.
Outsourced activities relating to investment service activities and supplementary services

Additional outsourced activities relating to the Bank’s investment service activities and the provision of its supplementary services, not detailed in the General Business Rules, are as follows:

<table>
<thead>
<tr>
<th>Entity performing outsourced activities</th>
<th>Outsourced activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>IHS Market (Ropemaker Place, 25 Ropemaker Street, London, EC2Y 9LY, UK)</td>
<td>Collection, comparison and analysis of data on the quality of execution, provided by various execution locations on the basis of Section 63(5) of the Investment Services Act.</td>
</tr>
<tr>
<td>MKB-Pannónia Alapkezelő Zrt. (1072 Budapest, Nyár utca 12.)</td>
<td>Preparing investment recommendations in accordance with Commission Delegated Regulation (EU) 2016/958 (MAR RTS)</td>
</tr>
</tbody>
</table>
Annex 6

Allocation Rules Applied Under the Portfolio Management Service

MKB Bank Nyrt applies the allocation rules set out herein when executing consolidated transactions on behalf of several customers simultaneously in the course of the portfolio management service. The Portfolio Manager reserves the right to conclude transactions for several customer portfolios on a consolidated basis and for individual portfolios on a stand-alone basis.

Allocation rules:

The principle of *equal treatment* is the overriding principle in the design of the allocation rules, in accordance with the law. In consolidated transactions, customer portfolios with the same risk profile or following the same benchmark should be treated equally.

1. In the case of consolidated orders for portfolios managed according to the same investment policy, the allocation between customers is based primarily on the proportion of the market value of the portfolios.

2. The Portfolio Manager shall endeavour to ensure that customer portfolios managed under the same investment policy are as close as possible to each other and to the predefined risk profile. Where portfolios deviate from this, when giving a consolidated order, efforts should be made to minimise the deviation from the risk profile if the order is executed (in particular for new portfolios under management and in the case of limit violations).

3. In the case of partial execution of a consolidated order, the amount executed will be allocated at the average price in proportion to the amount stated in the order, in accordance with the principle of equal treatment. If the proportions would result in a non-integer multiple of the minimum tradable unit per customer portfolio, the rules of rounding shall apply, taking into account that the total quantity allocated to the portfolios must be equal to the executed amount of the consolidated transaction. If the total amount to be allocated according to the rounding rules is different from the total amount of the consolidated transaction, the difference will be allocated between the portfolios on a card-per-card basis.

Allocation procedures:

1. In the case of portfolios managed according to the same investment policy, the principle of equal treatment is fulfilled by means of a proportional allocation. The individual customer portfolios involved in the consolidated transaction share in the total amount in proportion to the market value of the portfolio.

\[
\nu_i = v \times \frac{PV_i + C_i}{\sum PV_i + \sum C_i}
\]

where:
- \(nu_i\): amount of assets in the transaction for portfolio ‘i’
- \(v\): amount of assets in the transaction
- \(PV_i\): value of assets in portfolio ‘i’
- \(C_i\) disposable funds in portfolio ‘i’
2. If a portfolio(ies) deviates from the predefined risk profile, the weight in the profile may need to be adjusted in the asset (or asset category) causing the deviation in accordance with point 2 of the allocation rule.

\[ W^* = \frac{p_v + \sum V_i}{\sum PV_i + C_i} \]

where:
- \( W^* \): the target weight of the given asset
- \( v \): amount of assets in the transaction
- \( p \): asset price
- \( V_i \): market value of the given asset in portfolio ‘i’ before the transaction
- \( PV_i \): value of assets in portfolio ‘i’
- \( C_i \): disposable funds in portfolio ‘i’

The formula is used to determine the amount of the transaction (\( v \)) to be allocated to each portfolio according to the following rule:

\[ v_i = \left( w^* - w_i \right) \times \frac{PV_i + C_i}{p} \]

where:
- \( v_i \): amount of assets in the transaction for portfolio ‘i’

The portfolio manager reserves the right to deviate from the above allocation procedures if, taking into account the costs and other conditions of the transaction, another procedure is more favourable to the customer for the execution of the order.

**Principles applied in cross-portfolio transactions**

The portfolio manager reserves the right to execute cross-portfolio transactions. When executing cross-portfolio transactions, it must be ensured that no one customer portfolio suffers a loss or disadvantage in relation to any other customer portfolio. To this end, transactions shall be executed in accordance with the following principles:

- the investment guidelines and risk profile limits of each customer portfolio must not be compromised by the transaction
- no security may be included in the customer portfolio which is not suitable for the customer (according to risk or other criteria)
- the transaction must be executed at a fair market price:
  - in the case of a limit order, at a predetermined limit price
  - in the case of a market order, at the best available stock exchange buy/sell price
  - in the case of an OTC transaction, at the market price at which the given product was traded on that day
in the case of an OTC transaction, if the given product was not traded on the day of the transaction, at the valuation price applied by the portfolio manager for that day