



MKB BANK ZRT.

BUSINESS RULES

on CREDIT OPERATIONS
CORPORATE CUSTOMERS

Budapest, 1 June 2018

TABLE OF CONTENTS

1. Scope of the Business Rules	5
2. Credit Operations	7
3. General Terms and Conditions of Credit Operations	8
3.1. Credit Applications and Credit Assessments	8
3.2. Entering into a Facility Agreement.....	9
4. Credit Fee and Default Interest	10
4.1. Definition and Due Date of the Credit Fee	10
4.2. Components of the Credit Fee	11
4.3. Default Interest	15
4.4. Publication of, and Amendment to, the Credit Fee and Default Interest	15
5.2. Performance of payments.....	21
5.3 Commitments.....	24
6. Termination of the Facility Agreement.....	27
6.1. Termination of the Facility Agreement upon performance	27
6.2. The Bank's right of termination	27
6.3. Other cases of the Bank's right of termination	29
6.4. Legal consequences of termination.....	32
6.5. Other rights of the Bank upon the opening of its right of termination	33
7. Additional obligations securing the claims of the Bank	35
7.1. Management of the collaterals	35
7.2. Insurance of the assets serving as collateral	39
8. Discounting of and suretyship for bills of exchange	40
9. Factoring	41
10. Financial leasing.....	42
11. Data processing and data protection	43
12. Closing Provisions	44
12.1. Operational Licence	44
12.2. Connection between the Business Rules and the agreements.....	44
12.3. Entry into force	44
Annex 1 of MKB Bank Zrt.'s	46
Business Rules on Credit Operations (corporate customers)	46
Annex 2 of MKB Bank Zrt.'s	48
Business Rules on Credit Operations (corporate customers)	48
Annex 6 of MKB Bank Zrt.'s	49
Business Rules on Credit Operations (corporate customers)	49

1. Scope of the Business Rules

1.1. These Business Rules as well as Section 34 of Chapters I and VIII of the Business Rules on Bank Account Management, Deposit Raising and Related Services (the 'BBKSz') contain the general business terms and conditions of the credit operations of MKB Bank Zrt. (the 'Bank') referred to in Section 2 of these Business Rules .

The legal relationship between the Customer and the Bank is primarily governed by the credit agreement made between them or the agreement on the given credit operation or the collateral agreement; issues not regulated therein, by the List of Conditions; issues not regulated in the List of Conditions, by these Business Rules; and issues not regulated in these Business Rules, by the provisions of the Business Rules on Bank Account Management, Deposit Collection and Related Services shall govern. If there is any difference between the contents of the documents regulating the legal relationship, the provisions of primarily the credit agreement made between the Parties or the agreement on the given credit operation or the collateral agreement, then the List of Conditions, then these Business Rules, and finally Business Rules on Bank Account Management, Deposit Collection and Related Services shall govern. Written or oral declarations made by the Bank prior to the entry into of the credit agreement shall not constitute a part of the Credit Agreement or a commitment aimed at the conclusion of the Credit Agreement (unless containing a specific commitment by the bank to that effect)

1.2. For the purposes of these Business Rules, a Customer is a natural or non-natural person not deemed a Consumer Customer with whom the Bank enters into a legal transaction for credit operations or any person and entity who/which submits an application to the Bank for a credit operation and any third person who/which undertakes a liability towards the Bank as security for the Customer's contractual performance. For the purposes of these Rules, a natural person not deemed a Consumer Customer in respect of the relevant agreement, with whom the Bank has entered into an agreement for a retail product offered in the scope of services of the Bank (or for credit operations related to the same) shall not be deemed a Customer.

1.3. The provisions of these Business Rules which, due to their purposes, exclusively relate to non-natural person Customers, shall not be applicable to natural person Customers, unless otherwise stipulated herein. This document has been created by way of the separation of the document entitled Business Rules on Credit Operations to retail and corporate customer segments. Where any agreement between a Customer defined in Section 1.2 above and the Bank, a document concerning the Customer in this respect refers to the Business Rules of the Bank on Credit Operations (or Business Rules on Credit Operations), the document referred to shall be these Business Rules. The general terms of contract of credit operations offered to retail customers are regulated in separate business rules.

1.4. The provisions of these Business Rules shall apply to legal transactions established in compliance with international standards, customs or practice, and to those containing international components only if the agreement on the specific transaction expressly provides so.

1.5. Unless otherwise required by a mandatory provision of law, the Customer and the Bank may depart from the provisions of these Business Rules by mutual understanding, setting forth specific written contractual provisions to that effect and may exclude the application of certain provisions in their individual contract.

1.6. If a credit operation is based on a law or on a scheme launched by a third person, then the provisions of these Business Rules shall be applied to such credit operation only to the extent that they are not in conflict with the relevant law or scheme.

2. Credit Operations

2.1. All banking services are credit operations on the basis of which the Bank assumes a risk in favour of the Customer or a third person specified in the Facility Agreement pursuant to the facility agreement or any other agreement for a given credit operation, made by and between the Bank and the Customer (together the 'Facility Agreement').

2.2. Pursuant to a Facility Agreement concluded with the Customer, the Bank commits a credit facility for the Customer and undertakes an obligation to enter into contracts for other credit operations (loans, banker's collateral, financial leasing) up to the amount of the committed limit upon compliance with the contractual terms set forth in the Facility Agreement.

2.2.1. If the Bank grants a loan, an amount is made available to the Customer with the proviso that the Customer is obliged to repay it, together with the credit fee, at the due date set out in the Facility Agreement (the 'Loan'). The Bank may provide a loan pursuant to the Facility Agreement also without entering into a separate loan agreement, in which case the disbursement of the loan triggers a loan relationship between the Bank and the Customer, under the terms and conditions of the Facility Agreement.

Credit operations, in which the Customer assigns its receivables from third parties to the Bank for consideration (the 'Factoring') and those in which the Bank discounts claims arising from bills of exchange and other debentures (the 'Discounting'), are also Loans.

2.2.2. Within the concept of bank collateral, upon the Customer's instructions the Bank issues a bank guarantee, undertakes suretyship, issues and/or verifies a letter of credit and manages the bank collaterals granted to the Customer (the 'Documentary Banking Operations').

The rules pertaining to the performance and management of Documentary banking operations are contained in the Bank's Business Rules on Documentary Banking Operations and in its contracts. If the Bank purchases or advances receivables from export or import transactions with 15-90 day deferred payment deadlines with the involvement of a foreign Factor, in compliance with international standards, the respective terms and conditions are regulated in the Bank's Business Rules on International Factoring.

2.2.3. Financial leasing also constitutes a credit operation.

2.3. Activities for the performance of credit operations also include credit rating, drafting a Facility Agreement, registration, monitoring, and control of the risks assumed by the Bank as well as collection measures.

2.4. Chapters 8 to 10 of these Business Rules contain other provisions applicable to individual credit operations specified therein, in particular to discounting of, and suretyship for, bills of exchange, purchase and discounting of financial claims and financial leasing transactions. The conditions of the issue and use of credit cards and the method and conditions of disbursement according to the credit card agreement are contained in the Bank's Business Rules on Bank Account Management, Deposit Raising and Related Services.

3. General Terms and Conditions of Credit Operations

3.1. Credit Applications and Credit Assessments

3.1.1. The Bank performs credit operations only for such a Customer who/which has a payment account (the 'bank account') with the Bank. The Bank enters into a Facility Agreement for the disbursement of foreign currency loan with a Customer only if such a Customer has an account with the Bank in the currency of the Loan. The foreign currency loan is disbursed by crediting and is repaid by debiting Customer's foreign currency account.

3.1.2. Credit operations may only be performed on the Customer's written application to that effect (the 'Credit Application'). The Credit Application must contain all information required for establishing the Customer's creditworthiness and economic standing and all circumstances the Bank deems relevant in order to determine the amount of the credit facility and the detailed terms and conditions of the agreement.

3.1.3. 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 the Customer to provide additional data or documents at the Customer's expense.

3.1.4. The Bank assesses Credit Applications by analysing the financial, legal and economic standing of the Customer, the purpose of the facility stated in the Credit Application, the feasibility of such purpose, the value of the collaterals offered by the Customer, as well as the enforceability of such collateral. The Bank specifies and, whenever it deems necessary and due, may modify pursuant to the laws and regulations, from time to time, the criteria applicable to the analysis of the Customer's creditworthiness.

3.1.5. If the Customer and a third person(s) form a customer group (the 'Customer Group') defined in Article 39 of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012, the Bank assesses the Credit Application in accordance with the statutory requirements pertaining to Customer Groups.

3.1.6. 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. Within thirty 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 justified 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, of which the Bank shall notify the Customer.

3.1.7. If the Bank accepts a Credit Application, it shall perform the credit operation upon payment by the Customer of the credit fee published in the List of Conditions in force on the date of executing the Facility Agreement.

3.2. Entering into a Facility Agreement

3.2.1. With the exception of any modification of the credit fee and the consequential change in repayments, the Facility Agreement cannot be validly concluded and amended unless it is made in writing.

3.2.2. The Bank may suspend or refuse the credit operation if, following the conclusion of the Facility Agreement, there is a major change in the Customer's conditions or in the value and enforceability of the collateral, as a result of which the performance of the Facility Agreement may no longer be expected from the Bank and, in the latter case, the debtor fails to provide acceptable collateral despite being instructed to do so. If any event triggering immediate termination and stated in Sections 6.2 and 6.3 of these Business Rules occurs, it may definitely be considered as a condition suitable for suspension or refusal.

The wording of the above Section 3.2.2 is the following in case of legal relationships falling under the scope of the old Civil Code:

3.2.2. The Bank may suspend or refuse the performance of any credit operation, or the Customer is not obliged to use any banking service if, following the conclusion of the Facility

Agreement a substantial change occurs in the circumstances of either the Bank or the Customer, as a result of which the Bank and/or the Customer cannot be expected to perform the Facility Agreement or if circumstances arise based on which the Bank could exercise its right to termination with immediate effect specified in Sections 6.2 and 6.3 of these Business Rules.

3.2.3. Pursuant to a Facility Agreement for a loan the Bank makes the Loan or the facility available to the Customer in accordance with the terms and conditions specified in the Facility Agreement (commitment period), and disburses the Loan into the account indicated by the Customer in the Facility Agreement.

3.2.4. The Bank may make the performance of each credit operation conditional upon the fulfilment of the terms and conditions set out in the Facility Agreement. If the terms and conditions laid down by the Bank are not fulfilled by the deadline stated in the Facility Agreement, the Bank shall refuse to perform the credit operation.

3.2.5. The Bank refuses any utilisation request initiated by the Customer after the expiry of the commitment period.

4. Credit Fee and Default Interest

4.1. Definition and Due Date of the Credit Fee

4.1.1. The Credit fee is the amount payable by the Customer to the Bank in consideration of a credit operation in addition to the repayment of the principal.

The frequency, conditions and procedural rules of the changes of the interest rate are contained in the Bank's Business Rules on Bank Account Management, Deposit Raising and Related Services, these Business Rules and the Facility Agreement. All considerations, other than interest, including all fees, commission and expenses, are contained in the Facility Agreement and the List of Conditions, while the conditions of their modification are defined in the Bank's Business Rules on Bank Account Management, Deposit Raising and related Services , these Business Rules and the Facility Agreement.

4.1.2. The Bank charges the credit fee according to the components specified in the Facility Agreement and in the currently effective List of Conditions, including specifically the interest rate, discount rate and any other rates indicated therein.

4.1.3. The components of the credit fee chargeable for each credit operation, the due date for payment and the method of collection are defined in the List of Conditions in force and/or in the Facility Agreement.

4.2. Components of the Credit Fee

4.2.1. Depending on the type of the credit operation, the credit fee is established in particular from the following elements:

- (a) transaction interest;
- (b) credit rating fee and/or collateral valuation fee;
- (c) credit application fee;
- (d) commitment commission or commitment fee;
- (e) contracting fee;
- (f) disbursement commission or disbursement fee;
- (g) contract amendment fee, including also partial prepayment;
- (h) management fee;
- (i) closure fee or closure expenses;
- (j) annual collateral review fee;
- (k) discount interest in the event of discounting and/or purchasing of claims;
- (l) cost refund.

Unless otherwise provided for in the List of Conditions, the credit fee components set out in paragraphs (a) - (k) are payable in the currency of the credit operation, whereas the refund of expenses indicated in paragraph (l) is made in the currency of the incurred expenses.

The credit fee does not include the service fees related to credit operations and the default interest.

4.2.2. Transaction Interest, Interest Period

4.2.2.1. The Bank charges transaction (contractual) interest to the Customer for the utilisation of the drawn Loan. The possible methods of calculating the interest are specified in the List of Conditions.

4.2.2.2.1. If the interest specified in the Facility Agreement is variable in each interest period, the rate of the interest charged during the term of the interest period shall remain unchanged.

4.2.2.2. Throughout the interest period, the interest rate shall remain fixed, i.e. it shall not change, while at the end of the interest period, the Bank shall determine the interest rate again for the following interest period based on the current reference interest rate under the terms and conditions set out in the Facility Agreement..

4.2.2.3 If the transaction interest is established on the basis of the reference interest rate and the value of the reference interest rate becomes negative at any time during the term of the Facility Agreement, the Bank shall, as long as the reference interest rate does not reach at least 0%, take into account the reference interest rate at 0% when determining the transaction interest rate applicable to the interest periods within such period.

4.2.3. Credit Rating Fee

The credit rating fee is the amount charged as consideration for the Bank's procedure for assessing the creditworthiness of the Customer, which shall be payable irrespective of the outcome of these procedure.

4.2.4. Credit Application Fee;

The credit application fee is payable when the Credit Application is submitted. The credit application fee is charged to the Customer even if no Facility Agreement is made.

4.2.5. Commitment commission or commitment fee

Pursuant to the Facility Agreement, the Bank may charge commitment commission and commitment fee for any Loan or facility amount made available to, but not utilised by, the Customer.

The commitment commission and commitment fee is charged for the Loan or facility made available from the time when the Customer becomes entitled, pursuant to the Credit Facility Agreement, to draw down the Loan until it is disbursed or the right to draw down ceases.

The Bank is entitled to charge the commitment commission or commitment fee even if the Customer does not draw down any Loan from the facility committed under the Facility Agreement.

If the Facility Agreement is partially or wholly terminated during the commitment period as provided for therein, the Bank shall charge the commitment commission and commitment fee for the Loan or facility not utilised until the expiry of the notice period.

4.2.6. Contracting Fee

The Bank may charge a contracting fee (up-front fee) on the basis of the amount of the facility specified in the Facility Agreement. The Bank is entitled to the up-front fee even if the contract is terminated by the parties or the Loan is not disbursed or some other credit operation is not performed for any reason outside the scope of the Bank's interest.

4.2.7. Disbursement Commission or Disbursement Fee

The Bank may charge the Customer disbursement commission or disbursement fee pursuant to the Facility Agreement when the loan is disbursed to the Customer.

4.2.8. Contract Amendment Fee

When the Customer requests an amendment to the Facility Agreement, including also partial prepayment, the Bank shall charge the fee specified for such a case in the List of Conditions in force at the time of the amendment or in the Facility Agreement.

4.2.9. Management Fee

The Bank charges a management fee on the basis of the Customer's outstanding principal debt as provided for in the List of Conditions.

4.2.10. Closure Expenses, Closure Fee

If the total outstanding debt under the Facility Agreement is repaid before the due date specified in the Facility Agreement, i.e. if a prepayment is made triggering the discontinuation of the Facility Agreement, the Bank charges closure expenses/closure fee as specified in the List of Conditions in effect on the day of prepayment.

4.2.11. Annual Collateral Review Fee

If so agreed by the Parties, the Bank charges a fee for the annual review of the valuation of the real estate(s) offered to it as collateral under the Facility Agreement as specified in the List of Conditions in effect on the due date of the fee.

4.2.12. Collateral valuation fee

If so agreed by the Parties, the consideration for the Bank's procedure for the establishment of the collateral value as a result of a change in the quantity, quality, value or other feature of the collateral offered as cover for the credit operation, which shall be payable irrespective of the outcome of these procedure.

4.2.13. Price of Discounting and Purchasing of Claims

If claims are discounted or purchased, the Bank determines the purchase price by discounting. The discount rate is calculated by using the formula published in the Bank's List of Conditions.

4.2.14. Other cost refunds

Depending on the nature of the transaction, the Bank is entitled to charge other fees, expenses and/or a flat fee. The scope, rates and amounts of fees and expenses applied by the Bank are specified in the Bank's List of Conditions or in the Facility Agreement.

4.2.15. Fee for the late provision of data

If any data is provided late notwithstanding the provisions of these Business Rules and the Facility Agreement applicable to the obligation to provide data, the Bank shall charge a fee at the rate specified in its List of Terms and Conditions in effect from time to time.

4.3. Default Interest

If there is any default in the payment of the outstanding principal and the credit fee, the Bank is entitled to charge default interest on the overdue amount in the currency of the debt for the period of delay, for the days that passed between the due date until the date of payment at the rate published in the List of Conditions or in the Facility Agreement.

4.4. Publication of, and Amendment to, the Credit Fee and Default Interest

4.4.1. In addition to the events described in Section 1.2.1 of the BBKSz (Bank's Business Rules on Bank Account Management, Deposit Raising and Related Services), the Bank has the right to unilaterally modify, adversely to the Customer, the credit fee, any element thereof and the default interest rate during the effective term of the Facility Agreement, pursuant to the Facility Agreement and for any of the reasons described in Annex 1 and 2 (all events are classified with regard to the specific credit relationship). The Bank may apply such modifications even if they are required due to any modification of any of its contract with a third party that has direct impact on its legal relationship with the Customer (e.g., GIRO Zrt., refinancing mortgage credit institution, Hungarian State Treasury, other external service providers).

4.4.2. Unless it is otherwise provided for in the contract, the Bank shall apply the new interest rates, commissions, fees, rates and costs also to the existing Facility Agreements from the date set out in the announcement on the amendment to the List of Conditions, unless the Facility Agreement precludes or limits the right to amend the credit fee.

4.4.3. Changes of market conditions

If, during the period between the date of acceptance of the Credit Application, or the Bank's indicative or binding offer (together the 'Offer') and the date of signature of the Facility Agreement, the transaction interest rate stated in the Offer does not reasonably reflect the interest rate of credits approved under similar conditions as those prevailing on the money market as a consequence of changes in external circumstances beyond the Bank's control, or if the Bank's expenses increase as a consequence of measures introduced by the Central Bank, changes in the regulatory environment, in the money market or as a consequence of measures taken by certain institutions providing refinancing for the Bank, the Bank reserves the right to increase the interest margin specified in the Offer, after a careful analysis of the circumstances prevailing in the market, in proportion to the increase in its expenses. In this case the Customer is not obliged to sign the Facility Agreement.

4.4.4. Extraordinary market conditions

(a.) In addition to the interest and the margin, the Bank shall be entitled to claim the payment of the additional refinancing costs (specified as a percentage per annum) or amend the length of the interest period if the interest rate was established by applying an interest base and, due to changes on the money market and in the macro-economic environment (see the factors listed in Section 1.2 of Annex 1 of the present Business Rules), the Hungarian banks can refinance themselves only at refinancing costs higher than those available on the date of signature of the given Facility Agreement. The Bank shall notify the Customer about it fifteen (15) days prior to the entry into force of the amendment. Additional expenses shall be payable simultaneously with the interest.

In this case the Customer is entitled to prepay his debt affected by the additional expense claimed by the Bank in compliance with the conditions of prepayments, within five (5) days from the above notice without any fees or additional expenses or within thirty (30) days from the above notice (term of preclusion) without any fees. Should the adverse effect of circumstances indicated in this section cease to exist, the Bank shall reduce or terminate the applied additional expenses.

(b.) If prior to the performance of the credit operation the Bank notifies the Customer about the impossibility of the fulfilment of a specific credit operation in the type of currency specified in the Facility Agreement due to the reason that the given currency is not available on the inter-bank market at all, or is available only at an unreasonably high cost, the Bank shall be entitled to offer the Customer financing in another currency (primarily in HUF). If the Borrower accepts the offer, the credit operation may be performed after the amendment of the applicable agreement. If the Customer does not accept the alternative, the Bank shall not be liable for the failure of performance of such a credit operation.

If under the Facility Agreement the Customer may choose and change among different currencies and any of those currencies becomes unavailable due to reasons specified above, the Customer's choice shall be limited to the other available currencies specified in the Facility Agreement while the specific currency is unavailable, and the Bank shall not be obliged to offer any exposure in a new currency.

4.4.5. Increased expenses

If, as a result of any change in, introduction to or a change in the application of the law, regulatory provisions or the requirement of the bank of issue or due to compliance with other capital adequacy or reserve requirements, the Bank incurs additional costs in relation to the execution of the Facility Agreement or in relation to the undertaking, maintenance or performance of obligations arising out of the Facility Agreement or the Bank's costs related to the provision or maintenance of the facility increase, then the Customer shall immediately pay

to the Bank, upon its request, the amount which has been incurred by the Bank as a result of the payment of such increased costs.

The Bank shall notify the Customer in writing of the increased costs and provide reasons for the event based on which the Bank is entitled to enforce its claim 15 (fifteen) days prior to the enforcement of the increased costs, at the latest. When the negative impact of the circumstances referred to above ceases to exist, the Bank may not or may only partially demand later that the Customer pay the increased costs. The provisions of this section shall not entitle the Bank to unilaterally amend any agreement made with the Customer by introducing any new fee or charge.

4.4.6.1. If BUBOR ceases to be quoted, the Bank shall determine the base rate valid on the date of drawdown of a Loan or the commencement date of the following interest period by requesting offers from eight prime banks in Hungary for the interbank placement of HUF 100,000,000, say one hundred million Hungarian forints, and shall calculate the base rate from these offers, by leaving out the two highest and the two lowest offers and rounding the arithmetic mean to two decimal places according to the rules of rounding.

4.4.6.2 If LIBOR/EURIBOR ceases to be quoted, the Bank shall determine the base rate valid on the date of drawdown of a Loan or the commencement date of the following interest period by requesting offers in the currency of the loan from four prime banks in London for the interbank placement equivalent to EUR 1,000,000, say one million euros, and shall calculate the base rate from these offers, by leaving out the two highest and the two lowest offers and rounding the arithmetic mean to four decimal places according to the rules of rounding.

5. Performance of the Facility Agreement

5.1 Commitments to provide information and data, verify and cooperate

5.1.1. During the term of the Facility Agreement, the Customer shall be obliged to provide to the Bank at least the following information:

(a) data and information required for credit assessment and management of the risks undertaken by the Bank in relation to the given credit operation with frequency specified by the Bank and contents requested by the Bank;

(b) significant details, specified by the Bank, of the assets encumbered as collateral, any changes pertaining thereto, especially in regard to the change in ownership, and the relevant legal documents;

(c) information about all court, out-of-court, execution and official proceedings, measures and inspections, damages affecting any of his assets and any other significant circumstance that

could affect the performance of the Customer's obligations under the Facility Agreement or the Customer's solvency;

(d) preliminary information in case he wishes to establish another credit or loan relationship with another financial institution during the term of the Facility Agreement other than a consumer loan not exceeding HUF 1 million;

(e) detailed written information required to establish the Customer Group, by filling in a declaration;

(f) information about the numbers of all his bank accounts kept in other financial institutions;

(g) information on changes in his address (seat, site), contact details and identification data - specified by the Bank - (e.g. statistical code, tax number, company registration number);

(h) all other information, requested and specified by the Bank, in order to perform its obligations under the effective laws and/or linked to the given credit operation.

5.1.2. In case of paragraph (c) below, non-natural person Customers and private entrepreneurs shall provide the following information to the Bank in addition to the information specified in Section 5.1.1:

(a) the annual financial statements by the deadline set for filing as prescribed by Act C of 2000 on Accounting with the format and content specified therein;

(b) the interim financial statements or equivalent statements;

(c) if the supervisory body or authority conducts an audit, or any authority applies a measure at the Customer, the Customer shall send to the Bank the resolutions of the supervisory body or authority affecting the Customer;

(d) changes expected in his representatives, and his company form (including the Customer's intention to transform, de-merge, merge or fuse) or among his owners having at least 5 % share in the Customer;

(e) the Customer shall notify the Bank in advance, if he wishes to establish an economic organisation, contribute a part of his assets to an economic organisation or transfer his share in an economic organisation to a third party, and the economic and legal impact of such change (measure) results in a change (of 20% or more) in the Customer's registered capital or equity capital compared to the information submitted on a previous occasion;

(f) information according to Section 4.3.3 of the Business Rules on Bank Account Management, Deposit Raising and Related Services, on the occurrence of the event included in Section 4.4.3(a), or, failing this, the occurrence of any event included in Section 4.3.3(b-f) thereof, upon the occurrence of the event;

(g) the Customer shall notify the Bank if he or any member of the Customer Group is in serious breach of the credit relationship established with any other financial institution or investment service provider;

(h) information on the initiation of the final settlement or bankruptcy proceedings;

(i) At the request of the Bank the Customer – except for natural persons – shall reveal its ownership structure (also including the indirect owners) in accordance with the stipulations of the Bank and provide the data listed in the following sentence of those natural persons, who hold in the Customer directly an ownership stake or voting rights of 5% or indirectly an ownership stake or voting rights of at least 25% (ultimate owners). The Bank keeps record of the following data of such natural persons:

(a) family and given name (name at birth);

(b) date and place of birth;

(c) address;

(d) citizenship.

5.1.3. The Customer shall meet his obligation of providing information set out in Sections 5.1.1-5.1.2 within three working days from the occurrence of each event, excluding the obligation to provide information to be performed by the specified date according to point a) of Section 5.1.2 and obligation to provide information according to point f) of Section 5.1.2 – to be performed upon the occurrence of the event.

At the request of the Bank, the Customer shall provide the Bank or its authorised representative with the documents which are related to his obligation of providing information under Sections 5.1.1 and 5.1.2 and are specified by the Bank.

5.1.4. During the term of the Facility Agreement, the Bank may verify whether the Customer is applying the Loan for the purposes specified therein. The Customer shall enable the Bank's authorised representative to carry out such verification at its premises.

In the course of such verification, the Customer shall cooperate with the Bank and allow the Bank's representative to inspect his books and financial records and shall provide the Bank with the documents required by the representative.

5.1.5. If, in order to be able to meet his obligations arising from the credit operations executed by the Bank, the Customer is granted subsidy from the sub-systems of the state budget or any other organisation to which the Bank is obliged to supply data, and/or a third party provides resources (refinancing) to the Bank for the given credit operation, the Bank may disclose data supplied by the Customer in accordance with this Section 5.1 to the organisation granting the subsidy or the refinancing.

The Customer shall enable the representative of the organisation granting the subsidy or the refinancing to carry out the verification under Section 5.1.4.

5.1.6. (a.) The Customer authorises the Bank to obtain information required for the verification of his creditworthiness from the competent tax authority, insurance company, customs authority, social security organisation and/or the financial institution maintaining contact with the Customer. In order to enable the Bank to exercise this right, the Customer shall authorise the institutions handling the above information as secret holders to provide the Bank the required information. The Customer agrees that data in the Facility Agreement will be kept in the registry of the Central Credit Information System.

(b.) The Customer authorises the Bank to inform any third person providing collateral for the payment of the Customer's debts arising from the Facility Agreement about the situation affecting the commitment of the collateral provider with regard to the Facility Agreement.

5.1.7. If the Bank is transformed under the Act on Business Organisations, for the purposes of the regular monitoring and control of credit and loan relations, affected by the legal succession, and for collecting receivables, within the meaning defined in paragraph (c) of Section 6(40) (Interpretative Provisions) of Act CCXXXVI of 2013 on Credit Institutions and Financial

Enterprises, the general legal successor of the Bank shall be entitled to familiarise itself with the turnover data of the Customer's bank accounts and use them exclusively for the aforementioned purposes.

5.2. Performance of payments

5.2.1. In respect of the date of draw-down and repayment of any Loan drawn down under the Facility Agreement and the outstanding liabilities of the Customer, the records (business books) and declarations of the Bank kept or made for this purpose shall prevail and be deemed to be genuine.

If the Facility Agreement prescribes preconditions concerning the opening of the right to draw down and disbursement, the Customer is entitled to draw down a Loan amount only after fully meeting all of the conditions for the opening of the right and disbursement of loan amounts. The Bank rejects incomplete draw-downs and those which are not in line with the contract, notifying the Customer of the requirements not met.

A notification of a request made by the Customer and accepted by the Bank in line with the requirements laid out in the Facility Agreement qualifies as a payment order filed by the Customer and its fulfilment is subject to the deadlines laid down in the Bank's effective List of Conditions, applicable to the fulfilment of payment orders.

5.2.2. The Bank records its receivables from the Customer in the currency of the Facility Agreement. On the performance and maturity date(s) set out in the Facility Agreement, the Customer shall comply with his payment obligations.

The date of performance of a payment by the Customer and the Bank is the date on which the Bank debits or credits the Customer's bank account with the due amount.

The Bank examines the availability of the funds required for the Customer's performance on the due date first by the opening time of the tellers published by the Bank in its announcement, then continuously for all bank and customer accounts.

The Bank applies the legal consequences of late performance only if its claim is not satisfied on the due date in compliance with the provisions of this Section.

5.2.3. If the Customer owes an amount to the Bank on the basis of a legal relationship and the repayment made by the Customer does not cover his total outstanding debt, unless the law provides otherwise, the Bank shall apply such repayment primarily for the settlement of expenses, then the fees, commissions, default interest, transaction interest, and only the remaining amount shall be accounted for as repayment of the principal.

If the Customer owes various amounts to the Bank on the basis of several a legal relationship at the same time and the payment does not cover the total debt, unless otherwise provided by the Customer in writing, the Bank is entitled to credit the repayment, simultaneously with a notice sent to the Customer, at its own discretion, against any one of the due debts of the Customer.

5.2.4. If the due date of any payment to be made by the Customer is not a business day, payment shall become due on the next business day and if such next business day is in the following month, it shall become due on the business day preceding the due date.

If the final maturity of the Loan is not on an interest payment day for whatever reason, the last date of interest payment shall be the date of the final maturity of the Loan.

5.2.5. In the course of performing his payment obligations, the Customer shall refer to the number of the Facility Agreement and shall ensure that all documents related to the payment obligations contain the data necessary for identification of the credit operation.

5.2.6.1 The Customer may repay the Loan by way of prepayment at any time before expiry..

5.2.6.2 On grounds of voluntary prepayment, the Customer shall be entitled to prepay its debt subject to the following terms and conditions. The Customer may only prepay the whole or any part of the loans utilised provided that it gives the Bank no less than 5 business days' prior written notice of its intention to prepay. In the event of any prepayment so made, the Bank shall charge a closing fee upon the prepayment of the individual loan amounts drawn down and an agreement amendment fee upon the prepayment of part of the loan amounts drawn down in order to be compensated for its costs incurred due to prepayment. If the Customer fails to comply with its obligation to give such notice, the Bank shall not be obliged to accept prepayment. The Customer shall compensate the Bank for damages arising from the late performance of prepayment approved by the Bank.

5.2.6.3 The Bank shall treat any prepayment for which the above conditions are not met as extraordinary prepayment and in the event of partial prepayment, the Bank shall charge the amendment fee fixed for extraordinary prepayments, and in the event of full prepayment, the Bank shall charge a closing fee.

5.2.6.4 If the credit is drawn down on a revolving basis, after voluntary prepayment, the credit may be drawn down on a revolving basis until the expiry of the option to draw it down. If the credit is drawn down on a non-revolving basis, the prepaid amounts may not be drawn down again.

5.2.7. If the Customer has used the Bank's services only in part, or has made a prepayment, the Bank will act as follows:

(a.) If pursuant to the Facility Agreement the Customer has to make equal repayments during the whole term, i.e. repayments of the same amount also include the credit fee (the 'annuity method'), the Bank will proportionately reduce the repayments for the total remaining term of the facility with the amounts pre-paid or not drawn, and keep the original term.

(b.) If pursuant to the Facility Agreement the Customer does not perform repayments by way of the annuity method (the 'linear method'), the Bank will deduct the amounts pre-paid or not drawn from the repayment becoming due on the latest date.

5.2.8. The Bank may assign its overdue claims or claims becoming due in the future under the Facility Agreement to a third party without the Customer's consent.

5.2.9. The Bank is entitled to convert its overdue foreign currency claims into HUF at the rate published in the List of Conditions if deemed necessary in order to enforce its claims. The Bank shall charge default interest on the amount of the overdue liability as of the day of conversion of the overdue claim into HUF at the rate published in the List of Conditions in force on the day of exchange or established in the Facility Agreement.

5.2.10. The transfer of an independent pledge established to secure the receivables from the Facility Agreement does not affect the Customer's payment obligations to the Bank arising from the Facility Agreement unless the law provides otherwise.

5.2.11 The Customer shall authorise the Bank to directly debit its receivables falling due under the Facility Agreement to any of the Customer's payment accounts kept with the Bank by exercising its right of set-off and to enforce its receivables by way of a collection order that is based on a letter of authorisation against any of its payment accounts kept in Hungary with any other payment service provider indicated by the Customer in a separate declaration.

The Customer agrees to perform its notification obligation with respect to the giving of collection orders related to payment accounts kept with any other payment service provider by issuing an authorisation to that effect at the time of entry into force of the Facility Agreement and not to withdraw such authorisation without the Bank's prior consent throughout the term of the Facility Agreement.

To secure the foregoing, the Customer agrees to grant such authorisation to its payment service provider(s) on the condition that it may withdraw the same only subject to the Bank's written consent.

The Customer undertakes to provide the Bank with one original of the above authorisation(s) countersigned and confirmed by the Customer's payment service provider(s) upon execution of the Facility Agreement or the Customer instructs the Bank to send the above authorisation directly to the Customer's payment service provider(s).

Furthermore the Customer undertakes to terminate its payment account(s) in respect of which it has given the Bank a letter of authorisation only with the Bank's prior written consent.

The above obligations of the Customer shall also apply to any further payment accounts opened by it during the term of the Facility Agreement. The failure by the Customer to comply with any of the above obligations shall constitute a serious breach.

5.3 Commitments

5.3.1 In respect of the Facility Agreement, the Customer agrees to have a minimum account turnover in an amount specified in the Facility Agreement per Performance Period at the Bank, beginning from the day when the Facility Agreement enters into force (the 'Account Turnover Start Date') throughout the whole term of the Facility Agreement.

In respect of the fulfilment of the obligation regarding account turnover, if set forth in the Facility Agreement, the Bank takes into account only the lawful debit entries made on the basis of the following payment transactions:

- One-time HUF transfer order
- Standing HUF transfer order
- Direct HUF credit order
- Execution of direct debit order
- VIBER transfer order
- Execution of a postal payment order
- Cash withdrawal using a bank card issued by the Bank for the Customer or postal payment
- One-time FX transfer order in a currency quoted or not quoted by the Bank
- Standing FX transfer order
- Cash payment from cash desk
- Cash withdrawal money bags
- Debit related to cheque
- Debit related to collection order (International Collection)
- Execution of documentary credit orders

The turnover of the payment bank accounts kept in a currency other than the currency of the account turnover commitment is taken into account by the Bank at the MNB mid rate, effective on the date of performance of each transaction.

The Customer shall accept that debiting transactions between its own accounts (book transfers) do not form part of the account turnover from the point of view of the fulfilment of the account turnover commitment.

The Customer shall explicitly accept that the Bank's calculation is governing in terms of the fulfilment of the account turnover commitment.

If group account turnover is required, when verifying the fulfilment of the Customer's account turnover commitment, the Bank shall also take into account the account turnover of the companies specified in the Facility Agreement with the Bank.

The Bank shall be entitled to continuously check the fulfilment of the obligations concerning account turnover, assumed with regard to the Facility Agreement, throughout the entire Performance Period and to establish any potential shortfall as on the last day of the Performance Period (or on the day when the Facility Agreement is terminated).

The Bank shall be entitled to claim commission for the Non-realisation of the Turnover Assumed (VFEJ) as soon as the documents that enable the Bank to check the account turnover of the Performance Period become available or following the maturity date, and to debit the commission amount to any of the Customer's bank accounts kept with the Bank.

5.3.2 The Customer agrees to keep its accounting records in accordance with the accounting rules in force and to furnish the Bank with:

- i. the documents and information specified in the annex to the Facility Agreement relating to information-related commitments at the frequency specified therein;
- ii. all documents and information that the Bank deems necessary in relation to the Facility Agreement to check the financial capability of the Customer or the Customer's owner(s) and the covenants (indicators) required in the Facility Agreement. The Customer shall meet this obligation within 8 days of receipt of the Bank's written request (including a request sent by email).

5.3.3 The Customer agrees to give the Bank immediate written notice of the opening of any bank account with any other financial institution.

5.3.4 The Customer agrees not to provide any credit or loan to any third party or not to assume any surety for any third party throughout the term of the Facility Agreement without the Bank's prior written authorisation, and does not provide any other collateral either to secure the liabilities of third parties.

5.3.5 The Customer agrees to take all reasonable efforts to ensure that the shareholder loans are always subordinated to any of its commitments to the Bank.

5.3.6 The Customer agrees not to create or grant any encumbrance whatsoever in respect of its assets provided as security without the Bank's prior consent, apart from encumbrances arising by virtue of the mandatory provisions of the law.

5.3.7 The Customer agrees to refrain from the following:

- i. making changes in the company documents, the Deed of Association or ownership structure of its company without the Bank's prior consent;
- ii. establishment of joint ventures with third parties that may impose a risk on the repayment of the credit or Loan.

5.3.8 The Customer agrees not to pay its officers any bonus or benefit or severance payment in excess of the minimum limit set out in the applicable laws or employ any person in an executive position at the Customer or approve amendments in relation to employment agreements made with its employees where such payment, employment or amendments jeopardise the Customer's payment obligations under the Facility Agreement.

5.3.9 The Customer agrees not to change its main activity(ies) without the Bank's prior written consent and not to suspend the carrying out of any of its activities actually pursued, which were known to the Bank at the date of signature of the Facility Agreement.

5.3.10 If the purchase price on any grounds has to be applied to the prepayment or repayment of credit, the Customer agrees to provide the Bank with a declaration duly signed by the buyer of the already concluded sales agreement by the date specified in the Facility Agreement, according to which it shall pay the purchase price only to the Customer's account kept with the Bank under the account number provided by the Bank in writing.

5.3.11 The Customer agrees to enter into derivative transactions defined in Act CXXXVIII of 2007 on investment companies and commodity exchange service providers and the activities they may pursue, on domestic and international regulated and unregulated capital and financial markets only for the purpose of providing coverage for exchange rate and interest rate risks arising from its business activities. The Customer agrees not to enter into any derivative transaction from which it only hopes to achieve exchange rate gains (speculative transaction). If the Customer has entered into a Treasury framework agreement for the 'execution of derivative OTC transactions and specific spot foreign exchange rate transactions with the Bank, the Customer shall amend such framework agreement as provided for above.

If the Customer does not comply with any of the above commitments or does not comply therewith by the deadline, the Bank may refuse to disburse any further amount under the Facility Agreement until the Customer performs its obligations within the commitment period. This provision shall not preclude the possibility for the Bank to exercise any further right available to it in the event of breach of contract at its own option (see provisions on Events of Default).

6. Termination of the Facility Agreement

6.1. Termination of the Facility Agreement upon performance

6.1.1. The Facility Agreement shall be terminated:

- when the commitment period stated in the Facility Agreement expires, and no drawdown is made;
- if the Customer has fulfilled all obligations stated in the Facility Agreement.

The termination of the Facility Agreement shall not terminate any Loan agreement or any agreement concluded for any other credit operation entered into on the basis of the Facility Agreement.

6.2. The Bank's right of termination

6.2.1 The Bank is entitled to terminate the Facility Agreement with immediate effect or

refuse to perform a service not yet rendered to the Customer if, as a result of any change in the legal, financial and pecuniary situation of the Customer, any breach of the Customer or any material external circumstance within the Customer's control, the Bank finds that the recovery of its claim is in jeopardy..

External circumstances within the Customer's control shall include any change in the legal, financial and market situations and financial management of the commercial partners or owners of the Customer or the persons undertaking liability for the performance of the Customer's obligations which may jeopardize the performance of the obligations of the Customer towards the Bank.

The Bank may exercise its rights under this paragraph if the changes listed in the previous paragraph are reasonably expected to occur.

The Bank may terminate the Facility Agreement with immediate effect or refuse to perform a service not yet rendered to the Customer if, with respect to the Customer the Bank receives any official inquiry that refers to or suggests the commencement or the existence of any proceedings which may, once commenced or closed, have an effect on the legal, financial or pecuniary situation of the Customer that, in the opinion of the Bank, jeopardises the recovery of its claim.

6.2.2. The Bank may terminate the Facility Agreement with immediate effect or refuse to perform a service not yet rendered to the Customer if there is a change in the majority owner of the Customer (which is not a private individual) whether as a result of the replacement of the majority owner existing at the date of the Facility Agreement with a new majority owner, or as a result of a fall in the share of the original majority owner with the result that none of the owners has a majority share in the Customer. The Bank may also exercise these rights if a third person acquires a majority share in the Customer which has no majority owner. The Bank may also exercise the rights set out in this Section if in the opinion of the Bank the above changes in ownership jeopardize the performance of the obligations of the Customer outstanding in respect of the Bank.

For the purpose of this Section 6.2.2 a majority owner shall mean an entity that has a share or holds voting rights in the Customer in excess of 50%, whether directly or indirectly. A new majority owner shall mean an entity that is not related as an owner to the majority owner of the Customer at the date of this Facility Agreement, whether directly or indirectly.

The rights of the Bank stipulated in this Section may also be exercised even if such circumstances, measures, changes occur with respect to the Customer which may reasonably suggest that the types of change of ownership listed in the previous paragraph is being planned or intended.

6.2.3. The Bank may suspend the performance of credit operations and demand that the Customer should repay the amount in excess as prepayment or may exercise its right of immediate termination if the Customer does not comply with his obligation of continuous data provision undertaken in his declaration made under paragraph (e) of Section 5.1.1, or any of its representations is not true and accurate and as a result the risk undertaken by the Bank in respect of the Customer or the Customer's group exceeds the limit of large exposure (see REGULATION (EU) No 575/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (the 'CRR'), Part Four, Article 395),.

The Bank may also exercise the right to suspend credit operations and may demand the repayment of the amount in excess if the above exposure limit was exceeded not as a result of the fault of the Customer. If the amount in excess is not repaid notwithstanding the Bank's request to that effect, the Bank may terminate the Facility Agreement with immediate effect.

6.3. Other cases of the Bank's right of termination

6.3.1. The following shall be deemed materially adverse changes in the Customer's circumstances and thus permit the Bank to exercise its right to termination with immediate effect:

(a) the Bank becomes aware of any fact which threatens the recovery of the Bank's claim. When the Bank becomes aware of any of the events set out in Section 4.3.3 of the BBKSz (Business Rules on Bank Account Management, Deposit Raising and Related Services) whether with respect to the Customer or a third party providing collateral for the Customer's due performance (other than a private individual), then the occurrence of such events in itself threatens the recovery of the claims of the Bank;

b) the events of claim enforcement stated in the agreement established to secure the receivables from the Facility Agreement (the 'collateral agreement') occur.

(c) material part of the Facility Agreement or any collateral becomes invalid, unenforceable or ineffective;

(d) a court execution or other official execution is commenced in respect of the Customer's assets or any assets encumbered as collateral for the benefit of the Bank or any other beneficiary exercises its right of satisfaction in respect of any assets provided to the Bank as collateral without resorting to court execution and if the commencement of legal proceedings has been recorded in relation to any asset.

6.3.2. In particular, it is considered to be serious breach of contract and, therefore, the Bank will be entitled to terminate the Facility Agreement with immediate effect, if

a) the Customer is in arrears with any of its payment obligations and also fails to remedy such failure despite a request to this effect, or ceases to perform any of its payment obligations under the Facility Agreement;

b) the Customer fails to comply with any other obligation under the Facility Agreement at all or in due time, and also fails to remedy such failure despite a request to this effect;

(c) it becomes impossible to use the Loan for the purpose specified in the Facility Agreement, or the Customer is using the Loan for a purpose different from what is specified in the Facility Agreement;

(d) the Customer deceives the Bank by communicating untrue facts, concealing data or otherwise with respect to the relevant Facility Agreement or acts in a way or makes a statement that can mislead or deceive the Bank;

(e) the Customer fails to comply with its obligations of co-operation, notification and provision of data as prescribed by the Bank in relation to credit assessment, loan recovery, as well as - in the case of non-natural person Customers - its legal status, ownership structure, or the Customer hinders or does not assist in the performance of the inspection carried out in connection with the realisation of the purpose of the loan or the collateral or hinders or does not assist in the performance of measures prescribed by the Bank pursuant to Section 6.2 of these Business Rules;

(f) the Customer or any member of the Customer Group or any private individual acting on behalf of the Customer or any owner of the Customer with controlling interest (see Interpretative Provisions of the Credit Institutions Act (Hpt.), Section 6(6)), is in serious breach of its relationship for the provision of financial or investment services established with the Bank or any other financial institution or investment firm or has otherwise acted fraudulently or any other circumstance giving rise to the right of immediate termination against them has arisen provided always that this may have an adverse effect on the solvency of the Customer or otherwise lead to the loss of trust in the relationship between the Bank and the Customer;

(g) the Customer or any third party providing collateral for the Customer's due performance is in material breach in respect of the collateral agreement, any agreement for the facilitation, reinforcement and acceleration of the recovery of the Bank's claim or other agreements providing cover for the claim or limits or hinders the conclusion of such agreements or the Bank's enforcement of the claim arising out of the agreements in any way, is in breach of its obligation undertaken in Section 7.1.11 (negative pledge) or fails to provide any collateral equal to that provided to other creditors within 30 days from the request of the Bank, and withdraws the cover for the Bank's claims or transfers such cover without the Bank's prior consent, or does not replace or supplement any collateral of a decreased value or which has been utilised in spite of its obligation set out in Section 7.1.7 of these Business Rules;

(h) the Customer uses any insurance proceeds made available to him by the Bank in order to enable him to perform its obligation to repair damage to the collateral for a different purpose;

(i) the public prosecutor has charged any of the Customer's senior executives or employees entitled to sign on behalf of the Customer or representatives of the Customer entitled to give instructions in relation to the bank account, which have been notified to the Bank, with the crime defined in Chapter XXVII (Crimes of Corruption), Chapters XXXV-XXXVI (Violent Crimes against Property), Chapter XXXIX (Criminal Offences against Public Financer), Chapter XL (Money Laundering), Chapter XLI (Economic and Business Related Offenses) of Act C of 2012 on the Criminal Code, or the competent authority abroad has charged any of the Customer's senior executives or employees entitled to sign on behalf of the Customer or representatives of the Customer entitled to give instruction in relation to the bank account which have been notified to the Bank with a crime against assets or economic crime which is punishable according to Hungarian law;

(j) operational disturbances occur within the control of the Customer due to a dispute among the persons entitled to represent the company and persons entitled to exercise owner's rights or because it is difficult or impossible to contact the Customer;

(k) pursuant to Section 3 (General Provisions – Customer Due Diligence) of the BBKSz, the Customer, the Representative or the Authorised Person does not present the personal identification documents defined in the legal regulation or does not place the documents at the disposal of the Bank at contract conclusion or prevents Identification in any other way or does not give a statement with regard to the beneficiary owner or does not provide repeated ownership declaration at the request of the Bank or delays data service without reason or it can be proven that it provides false data;

(l) the Customer refuses to reveal its ownership structure and/or provide the personal data of the natural person indirect owners specified in Section 5.1.2(i) or provides such data incompletely or inaccurately;

(m) the Customer uses the loan for unrestricted purposes to commit crime or to achieve unlawful or, in the general opinion, unethical purposes;

(n) the Customer makes a statement for the de-registration of the charge/pledge granted by him in the Credit Security Registry during the existence of the claim secured with the charge/pledge. This event of default may only apply once the Credit Security Register is set up, and only for charges/pledges registered therein;

(o) the master suretyship agreement, (general suretyship agreement) entered into for an indefinite term, used as collateral for the Facility Agreement is terminated by the surety and the guarantee undertaken for an indefinite period of time is terminated by the guarantor of payment and no replacement collateral equal to the original suretyship or guarantee is provided by the Customer by no later than the 30th day before the expiry of the termination period.

(p) the natural person providing the collateral has filed a petition for debt settlement proceedings against himself under the law on the debt settlement of natural persons..

The above n) and o) points of Section 6.3.2 shall not apply to legal relationships falling under the scope of the old Civil Code.

6.3.3. If, upon submission of the Credit Application or during the performance of the Facility Agreement, the Customer behaves deceptively as defined in paragraph (c) of Section 6.3.2, the Bank will reject the Credit Application, and/or, – if the Customer's act conflicts with the law – in addition to terminating the Facility Agreement with immediate effect, it shall inform the competent authority about such fact.

6.3.4. In case the Bank did not exercise its right to termination, or it withdrew termination, this shall not be deemed as the Bank would have waived its right to termination.

6.3.5. Force majeure

The Bank reserves the right to refuse to perform a credit operation or to terminate the Facility Agreement with immediate effect as a result of impossibility without the payment of damages, compensation, the provision of additional services or indemnity upon the occurrence of unforeseeable force majeure events (including without limitation act of God, war, revolution, military attack, acts of terrorism, nationalisation, expropriation or governmental decision, blockade, embargo, material general negative change in the international or domestic business or financial market circumstances, which frustrates the performance of the credit agreement by the Bank). The Bank shall be entitled to exercise the above rights if the economic impossibility is not attributable to the Bank. Before exercising its rights described in this Section, so that the Facility Agreement can continue to be performed upon the occurrence of unforeseeable force majeure events, the Bank may contact the Customer to jointly find a solution to reduce the financial loss caused by such event to a reasonable extent, in the event of the performance of the Facility Agreement. In this case the Bank shall only exercise its rights described in this Section if such consultations are unsuccessful.

6.3./A. Customer's Right of Termination

6.3/A.1. The Customer may terminate the Facility Agreement (for the purposes of this section it does not include any Facility Agreement for the provision of bank collateral) and any loan agreement/loan relationship entered into on the basis of the Facility Agreement, pursuant to the terms and conditions applicable to the full repayment if the facility has been utilised.

6.3/A.2. The Customer may order the cancellation of any unused (not drawn) part of a facility, committed pursuant to a Facility Agreement (for the purposes of this section it does not include any Facility Agreement for the provision of bank collateral) with a written declaration addressed to the Bank.

The above Sections 6.3/A.1. and 6.3/A.2. shall not apply to legal relationships falling under the scope of the old Civil Code.

6.4. Legal consequences of termination

6.4.1. The legal consequences of termination with immediate effect shall apply as from the date of delivering the notice of termination. If a banking service is used by more Customers (joint obligors), the termination shall be effective towards each Customer on the date of delivery to any of the Customers. Any statements and other declarations relating to the Customer's overdue debts, sent by the Bank after the termination shall not affect the validity of the termination.

6.4.2. In case of termination, the whole amount of the Loan drawn down and not yet repaid, the unpaid credit fee and other expenses arising from the termination of the agreement and charged to the Customer shall immediately become due and payable by the Customer.

6.4.3. If the Customer fails to perform the above payment obligation, the Bank will become entitled to enforce its claims from the collaterals.

6.4.4. In addition to claim enforcement from the collaterals, the Bank may withhold its current payment due to the Customer owing to its claims arising from the given credit operation, even if they do not arise from the same legal relationship.

6.4.5. If the Bank is forced to terminate the Facility Agreement for a reason within the Customer's control, or it is forced to enforce its claim against the Customer without exercising the right of termination, the Customer shall compensate the Bank for any losses (if any), including justified expenses relating to the enforcement of the claim (including the expenses of commencing and conducting the execution procedure, joining the execution procedure and the legal declarations included in notarial deeds before the commencement of the execution procedure) and interest equivalent to that specified in the Facility Agreement, accrued until the reimbursement of these expenses.

6.5. Other rights of the Bank upon the opening of its right of termination

6.5.1.

[formerly – prior to 3 April 2018 – Section 6.2.4 of the Bank's Business Rules on Credit Operations]:

The Bank, upon the opening of its right to terminate the Facility Agreement with immediate effect, becomes entitled to take any of the measures below in order to avoid termination:

- a) the Bank may continue to assert its offsetting rights as set forth in Section 5.2.3 of Chapter I of the BBKSz;
- b) the Bank may order the Customer to engage an independent auditor at its own expense for preparing an interim balance sheet;
- c) the Bank may require that the Customer should accept its debt arising from the Facility Agreement in a notarised declaration obtained at its own expense;
- d) the Bank may require that the Customer should supplement the securities provided by the Customer in a manner and to the extent required by the Bank;
- e) the Bank may order the Customer to use its revenues specified by the Bank for the repayment of its debts existing towards the Bank;

f) the Bank may require that the Customer should direct the entire turnover of its account kept with another credit institution to the Bank;

g) the Bank may require that the Customer shall be only permitted to enter into a facility agreement with another credit institution, to take out a loan and to have its assets encumbered in favour of a third party during the tenor of the Facility Agreement only upon a written consent from the Bank.

6.5.2.

[formerly – prior to 3 April 2018 – Section 6.2.5 of the Bank's Business Rules on Credit Operations]:

If, in the course of satisfying its payment liabilities arising from the Facility Agreement, the Customer has overdue debt exceeding 10% of the Loan utilised, the Bank shall be entitled to take the measures listed below:

a) the Bank may stipulate its right of control over the Customer or any of the Customer's majority interests, where such right of control comprises the right of the Bank to inspect the books and business processes of the Customer and the undertakings in which the Customer has majority interest (in determining undertakings involving the Customer's majority interest the Customer's direct and indirect interests shall be added up.);

b) to exercise its right of control the Bank may conduct an on-site inspection or arrange that an on-site inspection is conducted at the Customer and at the undertaking(s) in the Customer's majority ownership;

c) the Bank may order that the Customer should exercise its ownership rights pertaining to any of its ownership interests only if previously agreed by the Bank;

d) the Bank may set forth that the Customer may only make the payments indicated in the budget made available by the Bank, all other payments shall require the approval of the Bank with the exception of mandatory payments required by law;

e) the Bank may set forth that the Customer may make payments to an undertaking in which it holds an ownership interest, to its contractual partner or owner only upon the prior written approval of the Bank. The Bank may forbid or restrict such payments if they exceed a certain maximum amount set.

f) the Bank may second a financial commissioner to the Customer.

As set forth in the above point f) the financial commissioner seconded by the Bank shall be deemed the Bank's representative and may exercise all the rights provided to the Bank under these Business Rules and the Facility Agreement.

Further, the financial commissioner is entitled to check in advance any of the Customer's liabilities and payments. The financial commissioner may perform any legal acts with respect to the Customer's assets that the Customer may originally perform, deemed necessary in order to safeguard the interests of the Bank. The costs incurred in connection with the secondment of the financial commissioner shall be borne by the Customer.

7. Additional obligations securing the claims of the Bank

7.1. Management of the collaterals

7.1.1. The Bank primarily accepts bank guarantees, other guarantees, joint and several suretyship, security deposits and pledge/mortgage as collateral for the Customer's performance. The Bank may also stipulate the application of means facilitating, strengthening and accelerating the enforcement of its receivables from the Customer (e.g. stipulating a prohibition of alienation and encumbrance, including the Customer's obligations in a public document and giving spot collection orders in the Bank's favour).

The independent pledge established for the Bank may also be transferred without the secured receivable.

7.1.2. If the collateral for the obligations of a Customer having a seat outside Hungary is provided by a personal obligor having a seat, or residence in a country other than the country in which the Customer's seat is situated (including Hungary), or the pledge is in a country other than the country in which the Customer's seat is situated (including Hungary), the collateral will serve as cover for all economic and political risks, irrespective of whether the performance of the secured claims has failed to occur as a result of the Customer's insolvency, unavoidable external reasons (force majeure), state measures taken in the country in which the Customer's seat is situated or politically motivated violent acts (in particular, war, border clashes, insurrection, revolution, riot, a coup or attempted coup against a lawful government, civil war, popular uprising, e.g. unauthorised demonstration or unannounced or unauthorised strike or acts of war by a foreign country for limited purposes).

7.1.3. The Bank has a pledge on all of the Customer's bank accounts kept by the Bank up to the amount of its due receivables arising from any financial or investment services provided to the Customer from the time of conclusion of the agreement for the specific transaction until the recovery of the Bank's claim.

The above Section 7.1.3. shall only apply to legal relationships falling under the scope of the old Civil Code.

7.1.4. The Customer shall bear all expenses related to lodging, maintaining, managing, supplementing, checking and selling collaterals.

7.1.5. If the assets serving as collateral for the benefit of the Bank remain in the Customer's ownership, he shall ensure their proper safekeeping, managing and operation. The Customer shall also ensure that the assets serving as collateral retain the value determined at the time of concluding the collateral agreement. The Customer maintains the conditions of the real

properties serving as collateral, restores them as required, or provides additional properties to be mortgaged if the condition of the real property serving as collateral deteriorates for a long time or the collateral value decreases for any reason.

7.1.6. During the management of the assets serving as collateral, the Customer shall enable the Bank at all times to enforce its claim over the assets when its right of enforcement becomes enforceable.

7.1.7. If satisfaction from the collateral is at risk due to the deterioration of the condition of the assets serving as collateral or any decline in or uncertainty of their stability of value, or the decrease of the value of such assets for any other reason, the Customer shall supplement the collateral up to its original value or to a value considered by the Bank to be safe, at the request of the Bank, by the deadline set in the request. If the assets serving as collateral are unspecified expendable or substitutable goods, the Customer shall make up for the used or sold assets at their value, without even the Bank requesting to do so.

7.1.8. If the assets serving as collateral are destroyed or lose value, the insurance compensation, the indemnification, or a claim thereto, or any other value will replace such assets or will supplement the collateral.

7.1.9. The Customer shall inform the Bank immediately, if there is any change in the value, marketability, enforceability of the collateral or in any other significant circumstances, including the change of ownership over the assets serving as collateral and all other circumstances having a detrimental impact upon the market value or marketability of the collateral or jeopardising satisfaction in any other way.

7.1.10. The Bank may verify the existence of the collateral at any time, even on the spot, and check if the Customer has fulfilled his obligations related to the collateral. During the examination procedure, the Customer shall cooperate with the Bank, supply data required for the verification and make sure that all conditions needed for the examination, particularly including the possibility of the on-site inspection of the collateral, have been satisfied.

7.1.11. Irrespective of whether the collateral is enforced or not, the Bank may require the Customer to pay its claim outstanding under the Facility Agreement, and the Customer may not refuse to do so by referring to the fact that the Bank is entitled to enforce its claim to the debit of the collateral. If the Bank has enforced the collateral but its claim has not been repaid in full, the Customer may not be released from the payment obligation attaching to the remainder part of its debt with reference to this fact.

The non-natural person Customer declares not to sell, lease, offer for leasing, or contribute to

any other company or make available in any other way to any other company the assets that are not used within the framework of the ordinary business activities and not to encumber them in any way (negative pledge – negative collateral clause) during the effective term of the Facility Agreement unless the Bank gives a prior expressed written consent to it.

7.1.12. If more pieces of collateral serve as cover for the same transaction, the Bank may enforce the collateral in the order and to the extent defined by it.

7.1.13. The Bank is entitled to use the amount received as a result of the enforcement for the satisfaction of its claim and shall be obliged to make available to the Customer the amount exceeding its claim.

7.1.14. The collateral agreement will remain in force until the claim of the Bank against the Customer arising from the Facility Agreement has been fully repaid. Following the full recovery of its claim, the Bank will release the collateral which was made available by the Customer but was not used, at the Customer's request and expense.

If the existence of the collateral is certified by official registration, simultaneously with the release of the collateral the Bank shall provide the Customer with the declaration required for the deletion of its right related to the collateral from the official register, or – if permitted by the law – for the re-registration of its independent lien.

7.1.15. In order to secure its overdue receivables stemming from credit operations, the Bank shall be entitled to apply the offsetting right to any overdue receivable pursuant to Section 5.2.3. of Chapter I of the BBKSz.

7.1.16. [*Sections 7.1.15. and 7.1.16 of the Business Rules in force prior to 3 April 2018*] In order to secure its overdue receivables stemming from credit operations, the Bank shall be entitled to pledge as security deposit the financial instruments that are registered on the Customer's consolidated securities and customer account kept with the Bank in compliance with the provisions set out in this Section 7.1.16.

Security deposit is enforced in such 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. The Bank is entitled to sell the financial instrument kept on the consolidated securities account and settle accounts with the Customer. 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 bank account or customer account.

7.1.17. 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 units 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. Following the sale or offset, the Bank is obliged to settle accounts with the Customer.

The above Sections 7.1.16-7.1.17. shall apply only to legal relationships that fall within the scope of the old Civil Code.

7.1.18. Pursuant to a specific and special agreement, the Bank has the right to establish a security deposit on any of the Customer's payment account receivable on the payment accounts kept by the Bank, whereby the pecuniary claim registered on the payment account will not be blocked or segregated in any other way unless it is specifically provided otherwise in the agreement (the 'Security deposit on account'). The Customer may have access to the payment accounts encumbered with a Security deposit on payments accounts only with the Bank's consent. The consent must be considered granted until the Bank exercises its right to enforce its claim from the Security deposit on the account or the blockage, specified in the contract. Without the blockage, the Security deposit on account does not apply to any other security deposit, established on a payment account receivable/deposit and charged to the payment accounts affected by the Security deposit on account pursuant to any other agreement, in the course of which the payment account receivable/deposit is blocked pursuant to the agreement or segregated in any other way for the Bank or for a third party (the 'Individual security deposit').

7.1.19. The Bank may directly seek satisfaction of its claim from the Security deposit on account once that right opens against the payment account, encumbered with the security deposit. Following the enforcement of the claim from the Security deposit on account, the Bank shall make a settlement with the Customer immediately. If the currency of the Bank's claim and the respective payment account is different, then the Bank shall apply the commercial purchase and sales rate quoted by it at the time of exercising the claim satisfaction right in the course of the settlement. The establishment of a Security deposit on account does not preclude the Bank's right to settle any payment account debt to the Customer by offsetting it against any of the Customer's overdue receivable pursuant to Section 5.2.3. of the BBKSz.

7.1.20. Pursuant to a separate specific agreement, the Bank has the right to establish a security deposit on the dematerialised securities, registered by the Bank on the securities account kept for the Customer.

7.2. Insurance of the assets serving as collateral

7.2.1. The Customer shall take out an all risk insurance policy for the total value of assets serving as collateral. Any insurance compensation received for an insurance claim and any claim thereto shall become subject of a pledge pursuant to the Civil Code. The Customer shall inform the insurer of the pledge in the required format and, if required, co-operate with the Bank to facilitate the registration of the pledge in the Collateral Register. If the collateral real property consists of a plot of land with no building on it or an agricultural area, the Bank shall free the Customer from the obligation of taking out a relevant insurance policy on condition that if in fact there is any unregistered building on the real estate or plantation/forest plantation of significant value on the agricultural land, the insurance obligation of the Customer shall be maintained by the Bank.

During the whole term of the pledge the Customer shall maintain the insurance at its own expenses.

7.2.2. The Customer shall conclude the insurance agreement in such a way that the Bank can verify the existence of the agreement and the payment of the insurance fee at any time.

Prior to the performance of the credit operation stated in the contract, the Customer shall present the original copy of the insurance agreement (policy) and provide the Bank with one copy, as well as certify, if required, that the pledge on the receivable from the insurer has been entered into the Collateral Register.

7.2.3. The Customer shall pay the insurance premium in accordance with the terms and conditions set out in the insurance agreement (policy). In order to ensure that the premium is paid at all times, the Customer shall agree with the insurance company enabling the Bank to also pay the due insurance premium on behalf of the Customer. In such a case, the Bank may to require the Customer to reimburse the amount of the insurance premium paid by it.

7.2.4. The Customer may not amend or terminate the insurance agreement (policy) without the consent of the Bank while the insured assets serve as collateral. The Bank consents to the amendment of the insurance contract or the conclusion of a new insurance contract if the amended or new insurance contract complies with the agreement between the Parties and, in terms of insurance cover (including the sum insured, the range of risks insured, the entry of a credit collateral clause by the insurer, the obligations assumed by the insurer in the credit collateral clause and the rights granted to the Bank), it contains terms and conditions identical to those of the amended or terminated insurance contract or ones more favourable to the Bank, and the Customer hands over the documents serving to certify this to the Bank. If, due to the

amendment of the insurance contract or the conclusion of a new insurance contract, it is also necessary to amend the agreement between the Parties or to make an entry in the Credit Collateral Registry, it is a condition for granting the Bank's consent that such amendment is completed. The consent of the Bank is not required if the insurance agreement is amended because the insurance premium has increased following adjustments due to changes in the annual rate of inflation.

7.2.5. The Customer is entitled to a part of the amount of the compensation paid by the insurance company that exceeds the claims of the Bank, providing that it is not used for the restoration/replacement of the value of the pledged asset and the receivable secured by the pledge has ceased to exist and there is no legal relationship, pursuant to which a pledged receivable may arise in the future.

8. Discounting of and suretyship for bills of exchange

[formerly - prior to 3 April 2018 – Chapter 10 of the Bank's Business Rules on Credit Operations]

In the case of discounting and undertaking suretyship for bills of exchange, the provisions of these Business Rules shall be applied together with the amendments set out in this Chapter.

8.1. For the purpose of financing commercial credit operations, the Bank may discount bills of exchange and/or may undertake suretyship for the payment of bills of exchange which meet the following criteria:

- (a) the presented documents contain the items specified in laws, and are intact and legible;

- (b) in the event of a discounting transaction, the period left between the date of submission and the due date cannot exceed one year and cannot be less than fifteen days;

- (c) the bills of exchange have been accepted by the addressee;

- (d) the Bank or another financial institution acceptable to the Bank is indicated as the place of payment;

(e) the bills of exchange/promissory notes have been duly signed by at least three authorised persons reported to the Bank and qualified by the Bank as solvent (issuer/maker, acceptor, endorser or surety), in a way that can be identified with the specimen signatures previously submitted to the Bank;

(f) in case of a discounting transaction, the bills of exchange have been endorsed in favour of the Bank or in blank.

8.2. As a precondition for Discounting or suretyship, in order to ensure that the Bank's right of recourse can be enforced against the Customer, the Customer shall report the Bank's entitlement to prompt collection to its account keeping financial institutions in the form of a letter of authorisation so that the Customer may revoke such right only subject to the Bank's consent.

8.3. The Bank shall release – upon request - the bills of exchange to the obligor stated on the bills provided that the value, the exchange rate, the exchange fee and the incurred expenses and, in case of late-performance, the default interests have been paid in full.

8.4. The Bank will also in all cases conclude a separate agreement on the discounting of bills of exchange and suretyship.

9. Factoring

[formerly - prior to 3 April 2018 – Chapter 11 of the Bank's Business Rules on Credit Operations]

In case of factoring, the provisions of these Business Rules shall be applied together with the amendments set out in this Chapter.

9.1. In addition to the data and documents specified in Section 3.1.2, and until the Bank provides otherwise, in the Credit Application the Customer shall provide the Bank with the agreement (the 'Underlying Agreement') giving rise to the claim to be purchased or discounted (the 'Claim'), all the main obligations set out in the Underlying Agreement (including, especially, the deadlines for supply and payment and data concerning the due date of the payment obligation of the obligor in the Underlying Agreement (the 'Obligor'), the performance of the Customer's supply obligation, the legal consequences of the breach of the Underlying Agreement, and the details of termination exercisable by either party), the collateral for the Claim and all the important data concerning the solvency and the willingness of the Obligor to

pay. The Bank may also define further documents and data to be submitted for the credit assessment.

9.2. In addition to the analysis defined in Section 3.1.4, during credit assessment the Bank will also consider the data provided by the Customer pursuant to Section 11.1.

9.3. The Bank purchases or advances any receivable under the condition that the Customer shall repay the total amount received to the Bank if the obligor fails to make the payment. The repayment obligation may be limited if the limitation is favourable for the Customer.

9.4. The Customer must inform the Obligor about the purchase or discounting of the Claim. The Bank may make the payment of the consideration for the Claim conditional on receiving the document confirming that the Obligor has acknowledged the assignment. The Bank may set other conditions for the payment of the consideration for the Claim.

9.5.

Simultaneously with exercising its right of termination with immediate effect, the Bank may refuse to purchase further Claims on the basis of the agreement on the purchase of the Claim. If the framework agreement applies to the purchase or discounting of a Claim against more Obligors, the Bank may refuse to purchase or discount the Claims against the given Obligor instead of exercising the right of termination.

9.6. If the Claim has collateral that will, by virtue of the law, not be transferred to the Bank upon the transfer of the Claim, the Bank may set a condition to purchasing or discounting the Claim only if the Bank, the Customer and the obligor of the Claim agree on the transfer of such collateral.

10. Financial leasing

[formerly - prior to 3 April 2018 – Chapter 12 of the Bank's Business Rules on Credit Operations]

10.1. By signing the leasing agreement, the Bank undertakes to provide leasing services to the Customer pursuant to Section 6(89) of the Interpretation Provisions of the Hpt.

10.2. In the framework of a leasing transaction, the Bank transfers its ownership right over real property or movables or property right for use to the Customer for a fixed period with the proviso that

after the transfer, the Customer shall

(a) bear the risk arising from the transfer of the risks;

(b) become entitled to the profit;

(c) bear direct expenses (including maintenance and amortisation expenses);

(d) have the right to acquire ownership or appoint a person to acquire ownership over the assets after the expiry of the period set in the agreement and having paid the full amount of the principal and interest of the leasing fee and the remaining amount specified in the agreement. If the Customer fails to exercise such right, the subject of the leasing will be returned to the Bank.

10.4. The parties shall determine the principal element of the leasing fee, which is equivalent to the price of the leased asset, or property right defined in the agreement, the interest element of the leasing fee and the repayment schedule in the leasing agreement.

10.5. The detailed conditions of the financial leasing shall be set out in the individual leasing agreements concluded between the Bank and the Customer.

11. Data processing and data protection

11.1. The Bank shall be deemed data controller regarding the processing of identification and contact data of contractual contact persons and the personal data of other data subjects set forth in Section 11.5., thus the Bank shall inform its Customers of the processing of personal data prior to contract conclusion in accordance with those set forth in Section 4.4 of Chapter I of its General Business Rules.

11.2. The purpose of the processing of the data of contact persons is making the steps necessary for the conclusion of a contract, the performance of those set forth in the contract, and maintaining communication related to contract performance. Personal data will be processed for 5 years following the termination of the customer relationship or as long as a claim arising from the contractual relationship can be asserted.

11.3. In performing the services under the scope of these Business Rules, there may be a need for processing the personal data of other data subjects set forth in Section 11.5. for the purpose of making the steps necessary for contract conclusion, the performance or the assertion in legal proceedings of those therein set forth. Personal

data will be processed for 5 years following the termination of the customer relationship or as long as a claim arising from the contractual relationship can be asserted.

11.4. A data subject is required to provide his/her personal data for the purpose of contract performance. If a data subject does not provide the Bank with his/her personal data required, the service offered by the Bank cannot be provided or cannot be provided in the quality expected.

11.5. The persons in the scope of data subjects are, in particular, but not exclusively those listed below:

- surety,
- persons providing other security and those undertaking ancillary obligations,
- pledgee,
- beneficiary,
- heir;
- proxy;
- statutory representative;
- witness.

12. Closing Provisions

[Chapter 13 of the Business Rules on Credit Operations in force prior to 3 April 2018]

12.1. Operational Licence

The Bank operates pursuant to the licence issued on 26 November 1997 under number 975/1997 by the State Financial and Capital Market Supervisory Authority (its legal successor: Magyar Nemzeti Bank).

12.2. Connection between the Business Rules and the agreements

The provisions of these Business Rules as general contractual conditions shall constitute part of the agreement on the execution of credit operations together with Chapter I (General Provisions) and Section 34 of Chapter VIII (Governing law and dispute resolution) of the Bank's Business Rules on Bank Account Management, Deposit Raising and Related Services.

12.3. Entry into force

These Business Rules enter into force on **1 July 2018**.

At the same time, the Business Regulations of the Bank on Credit Operations which entered into force **3 April 2018** shall cease to have effect.

MKB BANK ZRT.

**Annex 1 of MKB Bank Zrt.'s
Business Rules on Credit Operations (corporate customers)**

1. In a facility, loan or finance lease contract the Bank unilaterally modifies interest rates only for the following reasons.

1.1. Changes in the legal and regulatory environment

- (a) changes of the legal regulations, central bank regulations or other binding regulations pertaining and related to the activities or operating conditions of the creditor, affecting the legal relationships covered by the facility and financial lease agreements closely and directly;
- (b) changes of public dues (e.g. tax) payment obligations related to the activities of the creditor, affecting the legal relationships covered by the facility and financial lease agreements closely and directly, changes of the regulations pertaining to mandatory reserves;
- (c) change in the amount or fee of the mandatory deposit insurance.

1.2. Changes in money market conditions or in the macro-economic environment

Changes in the creditor's refinancing costs / changes in possibilities to obtain money market sources, including especially but not limited to the following:

- change in Hungary's credit rating;
- change of the sovereign risk premium (credit default swap);
- change of the central bank prime rate, central bank repo and deposit interest rates;
- change of the interbank money market interest rates/credit interests;
- change of the yield curves of bonds issued by the Hungarian State or by the creditor and SWAPs relative to each other;
- change of the yield of publicly issued securities used for refinancing or the risk rating of their issuers by a recognised external credit rating agency, or changes in the costs associated with such rating;
- change of the interest of the creditor's term customer deposits.

1.3. Changes in the customer's risk rating

- (a) Reclassification of the Customer or the credit transaction into another risk category based on the creditor's asset rating regulations or internal debtor rating regulations, prepared in accordance with the applicable legal regulations, with special regard to changes in the Customer's financial standing and solvency stability, if the reclassification into the new risk category results in a need for modifying the impairment ratio, and also the applied risk premium.
- (b) Changes in the risks of credit transactions and customers falling within the same risk category based on the creditor's asset rating regulations or internal debtor rating regulations, prepared in compliance with the applicable legal regulations, if the changes of the risks result in a need for changing the impairment ratio and also the applied risk premium in the specific risk category.

(c) At least 10% change in the value of the real property collateral securing the granted loan or facility.

**Annex 2 of MKB Bank Zrt.'s
Business Rules on Credit Operations (corporate customers)**

In a facility, loan or finance lease contract the Bank unilaterally modifies commissions, expenses and fees only for the following reasons:

1. For reasons defined in Annex 1 of MKB Bank's Business Rules on Bank Account Management, Deposit Raising and Related Services;

- 2. With respect to the following conditions:**
 - (a) amendments to agreements entered into by the Bank with third parties (e.g. Giro Zrt., FHB, the Hungarian State Treasury, the State Printing House, etc.) and affecting the loan agreement, with particular regard to changes to the fees or costs of services required for the operation of the Bank;
 - (b) increase of costs for the operation of the domestic or international payment system;
 - (c) increase of costs related to the performance of the Bank's notification obligations;
 - (d) increase of costs related to outsourced activities (e.g. posting services, generation of bank cards and operation of ATMs).

**Annex 6 of MKB Bank Zrt.'s
Business Rules on Credit Operations (corporate customers)**

Definitions

BUBOR: Budapest Interbank Forint Borrowing Rate, which is calculated on a daily basis in accordance with the rules of BUBOR fixing procedure. After the current BUBOR is established, the Magyar Nemzeti Bank provides it to the printed and electronic media.

Consumer Customer: A natural person acting outside the scope of his/her profession, independent occupation and economic activities, or a natural person acting towards achieving objectives outside his/her independent occupation and economic activities and a natural person that transfers the possession of a pledged item to the creditor in respect of lending against lien implemented along with the issuance of securities.

List of Conditions: the lists of conditions of the Bank applicable to credit operations prevailing and in effect upon the signing of this Agreement: General and Special Provisions (V7), and III/2. Credit and other risk products – Corporate credit (V5) lists of conditions and the prevailing list of conditions of the Bank for payment services.

LIBOR: London interbank FX reference interest rate, which the interbank market actors consider indicative among themselves for a definite period;

EURIBOR: European interbank euro reference interest rate, which the interbank market actors consider indicative among themselves for a definite period;

Financial Debt means the following:

- (a) bank credit, loan and other similar credit transaction;
- (b) documents, bonds, bills of exchange, debentures or other securities representing some debt;
- (c) documentary credit (Letter of Credit (L/C));
- (d) bank guarantee issued by any credit institution at the Customer's request;
- (e) receivables or income assigned or discounted (on a recourse basis);
- (f) purchase price of any invested asset up to the amount of the deferred payment (provided that the payment term exceeds sixty (60) days) if the primary purpose of such

purchase arrangement is to facilitate financing related to the procurement of the relevant invested asset;

(g) financial leasing;

(h) payment obligation arising from any type of derivative transaction on the condition that in calculating the value of the relevant derivative transaction it is not the value of the underlying transaction that is to be taken into consideration, but only the net ('marked-to-market') value which for the avoidance of doubt shall increase or reduce the amount of the Financial Indebtedness;

(i) indemnification or any other encumbrance securing third party debt.

Reference Interest Rate: interest rate as in force used for the calculation of any applicable interest and available to the public, the rate of which is not affected by the creditor;

Revolving Draw-down: The draw-down of the facility in the form of a revolving loan means that the Customer may repeatedly draw down amounts prepaid under the Facility Agreement.

Performance Period (If the term of the facility is at least 1 year): Regarding commitment for account turnover: The Performance Period shall be 365 days long. Its beginning shall be the Account Turnover Start Date, whilst its end shall be the 365th day following its beginning. The Performance Period shall re-start on the day that follows the end of the first Performance Period. If the Performance Period is incomplete, then the assumed account turnover shall be achieved on a pro rata basis for the incomplete period. (The ratio of the account turnover to be reached in the incomplete period to the account turnover stipulated for the Performance Period shall equal the ratio of the number of days in the incomplete period to the number of days of the Performance Period.)

Performance Period (If the term of the facility is less than one year): Regarding commitment for account turnover: The beginning of the Performance Period shall be the Account Turnover Start Date, whilst its end shall be the expiry date of the Facility Agreement.

Business Day: Every day when the Bank is open is considered a business day.