

<b>Customer's family and given name / company name:</b>		<b>Basic number:</b>	
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## FRAMEWORK AGREEMENT FOR EXCHANGE-LISTED AND OTC SPOT AND DERIVATIVE TRANSACTIONS, AND STRUCTURED DEPOSITS

This agreement is concluded by and between

<b>CUSTOMER DATA</b> <i>business organisation/ sole proprietor/ local government</i>	
Company name / name:	
Registered office:	
Court-registration No.:	
Registration number: <i>(sole proprietor)</i>	
Tax number:	
LEI code (Legal Entity Identifier):	

<b>CUSTOMER DATA</b> <i>small-scale agricultural producer</i>	
Family name and given name:	small-scale agricultural producer
Permanent address:	
Tax identification number:	

<b>CUSTOMER DATA</b> <i>individuals</i>	
Family name and given name:	
Mother's name at birth:	
Place of birth:	Date of birth:
Citizenship:	
Permanent address:	
Residence:	
Mailing address:	
Tax identification number:	
Number and type of identification document, name and code of issuing authority:	

as a principal (the "Customer")  
and

**Raiffeisen Bank Zrt.**

Tax No.: 10198014-4-44

**1133 Budapest, Váci út 116-118.**

Court-registration No.: 01-10-041042

as an investment firm (the "Bank")

the Customer and the Bank collectively called the "Parties", each being called a "Party", subject to the following terms & conditions:

### Preamble

WHEREAS the Parties agree that the agreement concluded earlier between them under the title "Framework Agreement for Exchange-Listed and OTC Spot and Derivative Transactions, and Structured Deposits" (the "Framework Agreement") shall be modified with the continuity of the legal relationship expressly maintained,

and that the new text of the said agreement, including all amendments in a consolidated format, shall be as follows.

WHEREAS the Bank and the Customer wish to conclude exchange-listed and/or OTC spot and derivative transactions, and/or structured deposit transactions between them, and agree that such transactions shall be governed by the provisions set out in this Framework Agreement. A non-natural person Customer acknowledges that following the date of 3 January 2018 in the absence of a LEI code the Bank shall have the right to conclude only certain kind of transactions with the Customer under the effect of this Framework Agreement which are allowed by the applicable legal regulations.

## **I. RULES FOR CONCLUDING EXCHANGE-LISTED AND OTC SPOT AND DERIVATIVE TRANSACTIONS**

### **1. SUBJECT OF THE AGREEMENT**

1.1 Under this agreement (the "**Framework Agreement**"), the Customer will give orders for the Bank to conclude exchange-listed spot and derivative transactions (i.e. deals executed at the Budapest Stock Exchange [BSE] or another stock exchange or recognised market, or settled through KELER Zrt. [Central Clearing House and Depository] or another clearing house) as a broker (the "**Brokerage Deals**"), where the terms & conditions of the Brokerage Deals to be concluded by the Bank under the Framework Agreement shall be set out in the individual orders given by the Customer and accepted by the Bank (the "**Individual Orders**"), and in the confirmations issued by the Bank upon the fulfilment of these.

1.2 Besides the aforesaid, the Customer will under the Framework Agreement conclude spot and derivative over-the-counter deals with the Bank (the "**OTC Deals**"), where the terms & conditions of the OTC Deals to be concluded by the Bank under the Framework Agreement shall be set out in the individual contracts between the Bank and the Customer (the "**Individual Contract**"), and in the confirmations or settlements issued by the Bank upon the fulfilment of these (hereinafter each confirmation and settlement issued in respect of Individual Orders and Individual Contracts shall be called a "**Confirmation**", and each Brokerage Deal and OTC Deal shall be collectively called herein the "**Deal**").

1.3 The Parties agree that in the case of Brokerage Deals the Framework Agreement and all Individual Orders and Confirmations issued under the Framework Agreement shall constitute one single, integral agreement. Should there be any discrepancy between the provisions of an Individual Order and the pertaining Confirmation and those of the Framework Agreement, the provisions of the Individual Order and the Confirmation shall prevail.

1.4 The Parties agree that in the case of OTC Deals the Framework Agreement and all Individual Contracts and Confirmation issued under the Framework Agreement shall constitute one single, integral agreement. Should there be any discrepancy between the provisions of an Individual Contract and those of the Framework Agreement, the provisions of the Individual Contract shall prevail (the Framework Agreement and the pertaining Individual Order and its Confirmation, as well as the Framework Agreement and the pertaining Individual Contract shall be collectively called herein the "**Agreement**").

1.5 By signing this Framework Agreement, the Customer consents that the terms and conditions of the investment services and ancillary services provided to the Customer, relevant information concerning the financial instruments concerned, preliminary product information and any public information connected to the Deals concluded under this Framework Agreement, as well as preliminary information on the risk of the Deal shall be made available to the Customer in the Bank's website ([www.raiffeisen.hu](http://www.raiffeisen.hu)). The Bank shall inform the Customer by electronic means upon the address and the availability of the product information within the website. The Customer expressly consents to receiving information via the Bank's website, and at the same time declares that it does not require the Bank to provide information on paper, and that it has regular Internet access. In order to

verify that the Customer has regular Internet access the Customer hereby provides - as for the purposes of the carrying on of that business- an e-mail address for the Bank, which e-mail address shall be treated as such evidence.

## **2. DECLARATIONS**

Both Parties hereby make the following declarations to the other Party, and warrant that such declarations shall hold true and be effective on the date of conclusion of each Deal as well:

- i) that they have been established and exist in accordance with the laws regulating their establishment and/or registration;
- ii) that the Agreement is effective and enforceable on them, and it is not against their articles of association or other operational document or their resolutions from time to time in effect, or the provisions of any other agreement concluded by them, or laws from time to time in effect;
- iii) that they have the right to enter into the Agreement and to perform the Deals, and that they possess all authorisations necessary to do so;
- iv) if in the course of the conclusion of the Deals the Bank did not give investment advice to the Customer, then the Customer has taken independent decisions regarding the conclusion of the Agreement and the relevant Deal, and its opinion on whether the Agreement and the relevant Deal are appropriate or suitable for it is based on its own judgement and the advice received from its own advisors. In the absence of investment advice, the Customer shall not rely on any communication of the Bank (whether written, oral, or electronically available) as a recommendation concerning the conclusion of the relevant Deal, and no (written, oral, or electronic) communication received from the Bank shall be regarded as a pledge or guarantee for the expected outcome of the Deal;
- v) in the case of the conclusion of a Deal of any type—whether or not investment advice has been provided by the Bank—the Customer shall be able to evaluate and acknowledge the essential features of the relevant Deal (on its own or based on independent professional advice), and to assume the risks of the Deal, i.e. to judge whether the relevant Deal is appropriate in relation to its risk tolerance, and furthermore the Customer takes note of and accepts the terms & conditions, stipulations and risks of the relevant Deal;
- vi) if based on the information and records available to the Bank the relevant Deal is inappropriate for the Customer in terms of the Customer's product knowledge and/or loss-bearing capacity, the Bank shall call the attention of the Customer to this circumstance in accordance with the statutory provisions from time to time in effect, and shall refuse to conclude the Deal if the statutory conditions for such refusal are met;
- vii) that in respect of the concluded Deals the Customer shall be in each case either the obligor or the beneficiary of the given Deal;
- viii) that the securities delivered by the Customer for sale, or as coverage or security (collateral) to Deals are complete and clear of all liens, claims and encumbrances, freely transferable and may be encumbered, and also the Customer shall bear liability for any and all losses arising from the breach of such obligation or warranty of the Customer.

## **3. OBLIGATIONS OF THE PARTIES**

3.1 Both Parties shall observe the provisions of the Agreement and perform the payment or other services that the given Party is required to perform under the Agreement when such payment or other service becomes due. Accordingly, the Customer shall respectively pay or deliver the financial and/or securities coverage of the Deals, their collateral and the counter-value of any payment obligation—in view for securing the performance of the obligations owed by the Customer to the Bank—in due course (when they become due for payment). By signing this Framework Agreement, the Customer orders and authorises the Bank to block the financial and/or securities coverage of the Deals, their collateral and the counter-value of any payment obligation (or a part of these as determined by the Bank) in any bank account, client account or securities account of the Customer kept at the Bank until the date of settlement as coverage, collateral or the counter-value of the payment obligation, i.e. as monies allocated for a specific purpose that have been withdrawn from the Customer's disposal. Any other rules concerning the payments, counter-values, costs, fees and collateral connected to the Deal concerned by this

Framework Agreement or the method of performance are set out in the relevant documents available in the Bank's website (the so-called Treasury List of Terms & Conditions from time to time in effect—which includes the terms and conditions for the deals which are subject to this Framework Agreement—and the Bank's Order Execution Policy from time to time in effect). The Customer declares that he/she knows the Bank's Execution Policy and Treasury List of Terms & Conditions currently in effect, and acknowledges those set out therein as binding for himself/herself. The Customer takes note and accepts that the Bank has the right to change the content of the Execution Policy in its sole discretion, therefore the Customer shall get informed about the text of the Execution Policy that is from time to time in effect in the Bank's website [www.raiffeisen.hu](http://www.raiffeisen.hu).

By signing this Framework Agreement, the Customer expressly consents that the Bank may execute the orders given by the Customer outside trading venues (exchanges, regulated markets, MTF, OTF), in the scope of dealing on own account as well, subject to the terms set out in the Execution Policy.

3.2 If either Party fails its payment obligation when such obligation becomes due, such defaulting Party shall also be liable to pay the penalty set out in the Bank's Treasury List of Terms & Conditions from time to time in effect on the amount payable under the Agreement.

3.3 Under the Framework Agreement, (i) by concluding an Individual Contract, the Bank covenants to conclude a sale or purchase agreement for the instrument(s) defined in the Treasury List of Terms & Conditions on its own account, and (ii) by accepting an Individual Order the Bank covenants to attempt concluding as a broker a sale or purchase agreement—in so far as it is possible, and acting in its best knowledge, with due care, keeping the interests of the Customer in mind—for the instrument(s) defined in the Treasury List of Terms & Conditions, at a price which is not less favourable than the limit price specified in the Individual Order.

3.4 All risks arising from the conclusion of a Deal shall be borne by the Customer. All advantages and disadvantages arising from the conclusion of the Deal shall be respectively due to and borne by the Customer. By signing the Risk Awareness Statement constituting Annex No. 1 to the Framework Agreement, the Customer acknowledges accepts and takes the risks of the Deals that are subject to the Framework Agreement.

3.5 The payment obligations borne by the Customer shall be performed by the Bank debiting the client account and/or payment account of the Customer kept at the Bank with its due claim, i.e. by the Bank setting off the claim from time to time due to the Bank against the current balance of the client account and/or payment account. By signing this Framework Agreement, the Customer expressly authorises the Bank to execute the set-off which the Bank is from time to time entitled to.

3.6 Upon the Customer's default,

- i) the Bank shall have the right to withdraw from any and all yet unperformed Deals in full or partially,
- ii) in the case of derivative Deals and spot Deals paid on settlement day, the Bank shall have the right in its discretion:
  - a) to close all open positions in part ("Partial Position Closing") or
  - b) to close them in whole ("Total Position Closing") (collectively, the "Position Closing") and/or in addition
  - c) to terminate the Framework Agreement.

In the event of Position Closing, as of the date specified in the notice concerning the Position Closing (the "Early Termination Date") the obligations of the Parties outstanding in respect of the Deals affected by the Position Closing and concerning payment or performance of some other type shall cease, provided the Parties have settled accounts with each other in full. In the case of a Partial Position Closing, any obligations concerning payment or performance of some other type which are due under the Framework Agreement in respect of Deals not affected by the Partial Position Closing shall continue to be in effect.

3.7 Where under the pertinent laws liquidation proceedings or winding up proceedings have been started against the Customer (if the starting date of the proceedings has already occurred), or where enforcement proceedings are started against the Customer's entire property or assets of significant value, all yet unperformed Deals may be closed by the Bank with the immediate sending of a respective legal statement to this effect. In

such case the Early Termination Date shall coincide with the starting date of the liquidation, bankruptcy, winding up or enforcement proceedings or with the day when the Bank becomes aware of such proceedings. The Bank shall notify the Customer of the Position Closing without undue delay.

3.8 Simultaneously with the Position Closing, the Bank shall—acting with due diligence and in good faith—calculate in HUF the loss or gain arising from the early termination of the Deals affected by the Position Closing. Current liabilities shall be settled in a netted manner in accordance with the rules concerning position closing netting (the amount of the net loss or gain shall be called the “**Amount Payable upon Default**”). When calculating the Amount Payable upon Default, the Bank shall consider the different debts in the HUF currency. In the calculation of the Amount Payable upon Default, the Bank’s liability costs, any loss or gain arising from the closing or sale of the open position, and any amount owed by the Parties to each other before the Early Termination Date as debts arising from the Deal that have become due, shall be taken into account. The Customer shall also be liable for any and all losses arising from the breach of its obligations under the Framework Agreement. The Amount Payable upon Default shall become due and payable on the Early Termination Date.

3.9 The Customer expressly takes note that in the case of a commodity derivative Deal the Bank shall have the right to act as follows:

- if the position exceeds a specific size, the Bank shall have the right to apply Partial or Full Position Close against the Customer’s position, including the cases where the conclusion of Deals by the Customer may be restricted by the competent supervisory authorities, the European Securities and Markets Authority (ESMA) or trading venues;
- in view for the fulfilment of its statutory obligations and the relevant requirements, the Bank shall have the right to report specific data concerning the Customer’s commodity derivative Deals and positions to the trading venue and to the members or participants of the trading venue;
- the Bank shall have the right to take adequate action against the Customer if any measures arising from the position management powers of the trading venue(s), the competent supervisory authorities or the ESMA concern the Customer.

#### **4. INDIVIDUAL ORDERS AND INDIVIDUAL CONTRACTS**

4.1 The Customer may give Individual Orders—in the way specified in this section and following the customer-authentication —on the phone, in-person or via the electronic sales channels specified in the Treasury List of Terms & Conditions, with the following content:

a) In the case of spot and futures transactions:

- name of the instrument and/or financial product,
- quantity,
- limit price specified, or market price,
- direction of Deal (buy/sell),
- period of validity of the order.

b) In the case of options:

- name of the instrument and/or financial product,
- quantity,
- direction of Deal (buy/sell),
- strike price,
- option premium.

4.2 The elements of the Individual Order as per Section 4.1 will be entered in the Bank’s Registry beside all other elements required by law. The telephone conversation containing the Individual Order will be tape-recorded.

4.3 The Customer may conclude Individual Contracts—in the way specified in this section and following the customer-authentication —on the phone, in-person or via the electronic sales channels specified in the Treasury List of Terms & Conditions, with the following content:

a) In the case of spot and forward transactions:

- name of the instrument and/or financial product,
- quantity,
- strike price or fee payable under the contract,
- direction of Deal (buy/sell),
- yield in the case of debt securities.

b) In the case of options:

- name of the instrument and/or financial product,
- quantity,
- direction of Deal (buy/sell),
- strike price,
- option premium.

4.4 The elements of the Individual Contract as per Section 4.3 will be entered in the Bank's Registry beside all other elements required by law. The telephone conversation containing the Individual Contract will be tape-recorded.

4.5 The Parties agree that the Agreement shall be established effectively if it meets the criteria set out in Sections 4.1 and 4.3 above. The Bank shall refuse the execution of an Individual Order or the performance of on Individual Contract if:

- a) such transaction would involve insider dealing or market manipulation;
- b) the requested transaction should be considered as unlawful or violates the regulations of the regulated market or an equivalent third country stock exchange, central counterparty or central securities depository;
- c) the Customer refused to identify himself or to cooperate in an identification procedure, or if the identification procedure fails for any other reason.

It is also agreed that the Bank shall have the right to refuse performing an Individual Order or Individual Contract until the Customer has made some Collateral of the measure specified in Section 1.5 of this Framework Agreement available to the Bank. On Individual Orders given but unfulfilled, no written notice of any kind shall be sent to the Customer. Upon request of the Customer the Bank shall provide information on the status of the Individual Order.

4.6 The Customer authorises the persons identified in Annex No. 3 of the Framework Agreement to conclude Individual Orders and Individual Contracts on the phone (the "**Authorised Person**").

The Customer takes note that the Authorised Person or the Bank's employees or other persons working for the Bank in other legal arrangements must not exercise right of disposal as the Customer's representative (except for any right of representation based on the law, or on any decision of a court or authority, or on any formation document) in respect of the client account and/or the securities account kept by the Bank for the Customer. The Customer furthermore takes note that in case during the life of this Framework Agreement it is ascertained at any time in respect of the Authorised Person or a person authorised to exercise right of disposal over the client account and/or securities account that the identity of the representative is against the prohibition set out in this paragraph, then the Bank shall become entitled to cancel the right of disposal of such Authorised Person or representative after the lapse without any effect of a reasonable deadline specified in the notice requesting the Customer to have a new representative registered.

4.7 Upon the Bank's request, the Customer shall provide the personal and/or company data requested by

the Bank and necessary for the Customer's identification. If in Annex No. 5 of this Framework Agreement the Customer has provided a password for the purposes of identification, then the Bank may carry out the identification by requesting the password; however, it may carry out the identification with the personal and/or company data as well.

4.8 The Customer confirms that it is aware of the risks associated with giving Individual Orders and concluding Individual Contracts on the phone. The Customer is aware that the password is only and exclusively for its own use, and undertakes not to disclose the same to anyone save the Authorised Person. The Customer takes note that the Bank shall not be held liable if the password is abused either intentionally or negligently by the Customer or any employee, agent, attorney or proxy of the Customer, or any other person who has directly or indirectly obtained the password from the Customer.

4.9 The Bank shall have the right without further examination of any kind to accept an Individual Order or conclude an Individual Contract on the phone if in accordance with the aforesaid it has reasons to presume in good faith that the Individual Order or Individual Contract given on the phone originates from the Customer or an Authorised Person.

4.10 An Individual Order may be valid for a specific or an unspecified period of time. If the Customer fails to determine a specific period for the Individual Order, the Individual Order shall qualify as one for an unspecified period of time. An Individual Order given for an unspecified period of time shall be valid and in force at the latest until the 30th day following the date when the order was given, or until the Individual Order is fulfilled, or cancelled.

4.11 In the case of an Individual Order or Individual Contract, the Customer shall have the right—and in the cases specified by the Bank it shall be obligated—to give a stop loss order as well simultaneously when giving the order or concluding the contract for the relevant transaction. The Customer takes note and accepts that in connection with certain Individual Orders or Individual Contracts no stop loss order may be given. The Bank shall inform the Customer of such cases.

The Customer confirms that it understands the nature of stop loss orders and expressly accepts that stop loss orders may be fulfilled at rates less favourable for the Customer than the order prices specified by the Customer. The Customer declares that it will accept the fulfilment of stop loss orders as contractual performance even if the order was executed at a price less favourable for the Customer. Determining the price level included in the stop loss order shall be the sole responsibility and risk of the Customer.

4.12 The Customer is aware that a forward or futures open position and the rights and obligations arising from the same will cease in the following cases:

- a) upon maturity: via performance based on physical delivery or the settlement of the margin, or
- b) before maturity: by Position Closing or Partial Position Closing, i.e. the conclusion of an opposite deal for the same financial instrument and the same quantity (and in the case of BSE, with the closing of the original position).

4.13 The Customer is aware that an option-based open position and the rights and obligations arising from the same will cease in the following cases:

- a) by Position Closing or Partial Position Closing, i.e. the conclusion of an opposite deal for the same financial instrument, the same quantity, and the same strike price,
- b) by drawdown
  - upon maturity,
  - any time before maturity,



- c) without drawdown
- upon maturity.

## 5. COVERAGE, COLLATERAL, SECURITIES

### 5.1 Coverage or Collateral Placement; Right of Pledge

5.1.1 The Customer shall provide the coverage of the Deal constituting the subject of the Individual Order or Individual Contract—and in the case of a derivative Deal the so-called initial and variation margin—as collateral in the measure specified in the Treasury List of Terms & Conditions from time to time in effect, making the same available to the Bank in the way and by the deadline determined by the Bank. For the sake of clarity it is agreed that the coverage of the prompt purchase Deals concluded under this Framework Agreement shall qualify as the counter-value of the given payment obligation (and not as collateral), which is to be blocked by the Bank in accordance with Section 3.1 of this Framework Agreement until the date of settlement as coverage, i.e. as monies allocated for a specific purpose that have been withdrawn from the Customer's disposal.

Under this Framework Agreement a *natural person* Customer shall fulfil the obligations generated under Individual Orders and Individual Contracts—with the collateral provided in accordance with this Framework Agreement—up to the amount specified in Annex No. 6 to this Framework Agreement (the “**Framework Amount**”) and its charges, with the proviso that the Bank shall have the right to demand the Customer to pay his total debt in excess of the Framework Amount from time to time prevailing (i.e. including any amount that is uncovered by collateral).

Considering the special nature of Individual Orders and Individual Contracts, apart from its right to determine the above Framework Amount the Bank also reserves the right that in the event it should incur any unsecured claim on the Customer under the Individual Orders and Individual Contracts that is in excess of the Framework Amount, it may obligate the Customer to provide additional collateral in accordance with the provisions of this Framework Agreement, simultaneously changing (raising) the Framework Amount. The Framework Amount may be changed by a mutual agreement between the Parties. In case upon the Bank's demand the Customer fails to sign the amendment concerning the raising of the Framework Amount with the Bank within the timeframe concerning margin calls as per Section 5.2, then the Bank shall become entitled to apply Partial or Total Position Closing against the Customer (without establishing an event of default).

5.1.2 The collateral shall serve as security for the performance of the obligations of the Customer owed to the Bank under the Individual Orders and Individual Contracts (the “**Collateral**”).

5.1.3 The Bank shall determine the measure of the Collateral necessary for the different Deals in the Treasury List of Terms & Conditions. The Customer takes note that the current acceptance value of the securities from time to time accepted as Collateral shall (may) be modified by the clearing house connected to the relevant exchange on a daily basis in the case of stock exchange deals. Upon the occurrence of any such modification, the Bank shall have the right to adjust the measure of Collateral in accordance with the announcement of KELER or the relevant foreign clearing house, and to request additional collateral from the Customer, determining the measure of Collateral in accordance with those set out in the Treasury List of Terms & Conditions.

5.1.4 As Collateral, the Bank will accept a) in the case of Brokerage Deals, cash (including the balance of payment account and client account) and the securities accepted by KELER Zrt. and the relevant foreign clearing house for such deals (the “**Securities**”), and b) in the case of OTC Deals, cash (including the balance of payment account and client account) and the securities specified in the Treasury List of Terms & Conditions.

5.1.5 Failure to provide Collateral shall qualify as a serious breach by the Customer; however, it shall not affect the effectiveness and validity of the Agreement.

The obligation to provide Collateral shall qualify as fulfilled on the day when the Collateral is credited to a separate margin account opened for this purpose besides the Customer's client account and/or payment account and securities (custody) account kept at the Bank (the “**Margin Account**”), or when the Bank has set it aside as Collateral in any other way. Based on its own decision, the Bank shall have the right to set up for the Customer



a limit for Treasury deals (the “limit”), and inform the Customer of such limit. The Bank shall have the right to take into account the amount of the limit in its own discretion when determining the value of the Collateral, prescribing the size of the Deals the Customer may conclude. The Customer expressly takes note and accepts that setting up such a limit and especially reducing the same any time without any prior notice to the Customer shall be the exclusive right of the Bank.

5.1.6 The Customer provides the Collateral to the Bank as a pledgee in order to secure the contractual performance of the obligations borne by the Customer under the Deals. The right of pledge includes but is not limited to penalty, costs of the enforcement of the claims and of the Collateral, as well as any reasonable costs spent on the subject of the Collateral. The Bank as a pledgee shall have the right to satisfy its past due claims payable by the Customer directly from the Collateral.

5.1.7 The obligations of the Bank as a custodian and pledgee shall comprise—if it follows from the nature of the securities—custodianship as well, in the scope of which the Bank shall be entitled and obliged to collect the yields of the subject of the Collateral, which yields will share—unless agreed otherwise—the legal fate of the Collateral.

5.1.8 The right of pledge will cease when the Framework Agreement and/or the Deals are terminated without any legal ground arising for using the Collateral, i.e. if the Customer performs all its obligations arising from the Agreement in full.

5.1.9 Upon the termination of the right of pledge, the Collateral is due to be returned to the Customer, unless it has been used to settle the Customer’s debt. Until the termination as per Section 5.1.8 above of the Bank’s right of pledge over the assets placed in the Margin Account, the Collateral available in the Margin Account shall not be withdrawn from the Bank’s possession, and the Customer shall not have the right to transfer to third parties or encumber the Collateral or dispose thereof in any other way.

## 5.2 Margin Calls

5.2.1 The Customer shall make sure that the coverage to the Deals as determined by the Bank as well as the initial and variation margin are continuously available in the Margin Account until the closing of the open position as Collateral in accordance with this section by crediting the subject of the Collateral to the Margin Account.

5.2.2 Upon any decrease in the acceptance value of the Collateral as established either by KELER Zrt. (or the foreign clearing house) or the Bank (in accordance with the Bank’s collateral evaluation rules), the Customer shall increase the Collateral available in the Margin Account by 4:30 p.m. on the day of the call at the latest with additional Securities or cash until the value of the Collateral available in the Margin Account reaches the value from time to time required by the Bank.

5.2.3 The Customer expressly takes note and accepts that the Bank shall have the right to call on the Customer to increase the Collateral if (i) the acceptance value of the Collateral falls below the measure determined in the Treasury List of Terms & Conditions from time to time in effect, (ii) the Collateral has decreased after being used in whole or in part, (iii) the prompt closing of the Deal(s) from time to time outstanding (Total Position Closing) would cause loss to the Customer, and the amount of the Collateral as reduced with such theoretical or actually realised loss is lower than the minimum margin requirement specified in the Treasury List of Terms & Conditions from time to time in effect.

5.2.4 The Customer shall fulfil the above obligation—arising for any reason—to increase the Collateral as determined herein upon the Bank’s call by 4:30 p.m. on the day of the call from time to time made by the Bank, in the way and in the measure specified by the Bank, i.e. the Customer shall increase the Collateral in the way and in the measure from time to time determined by the Bank. The Customer may as well fulfil its obligation to provide Collateral as described above by giving the Bank a transfer order for the monies or securities necessary for the fulfilment of the margin requirement against any of its accounts kept at the Bank in favour of the Margin Account or any other account identified by the Bank.

5.2.5 Failure by the Customer to perform its obligation of increasing the Collateral as described above in full shall qualify as a serious breach, under which the Bank shall have the right to close the position in accordance with Section 3.6, and/or terminate the Frame Agreement with immediate effect, as well as use the Collateral in accordance with Section 5.3 hereof. In justified cases the Bank shall have the right to request additional collateral

securities instead of Position Closing and immediate termination.

5.2.6 In case the measure of the loss calculated by the Bank at any time for a potential prompt closing of the Deal(s) from time to time outstanding (Total Position Closing) should reach or get too close to the value of the Collateral from time to time placed by the Customer as determined by the Bank, the Bank shall become immediately entitled—even without making margin calls—for Partial or Full Position Closing, subject to a notice to the Customer, or an attempt at such a notice made with due diligence.

### 5.3 Use of the Collateral

5.3.1 Use of the Collateral by the Bank means that starting from the occurrence of the circumstance providing the reason for such action the Bank shall have the right—without any special statement of consent from any other person—to directly satisfy its claims from the Collateral or the proceeds from the sale of the subject of the Collateral. This means in the case of Collateral embodied in securities that the Bank shall have the right to (i) acquire ownership - by way of unilateral statement addressed to the Customer at the - of the pledged securities offered as Collateral up to the amount of the secured claim at the effective date of his right to satisfaction or (ii) if it was acquired previously, may terminate his obligation to transfer assets of the same type and amount as the collateral security received to the Customer, or shall be entitled to (iii) sell the securities constituting the subject of the Collateral or such portion thereof as is sufficient to cover the Bank's claim at a reasonable price that may be achieved at the given market circumstances, with due diligence, and to satisfy its outstanding claim on the Customer from the sales proceeds.

5.3.2 Within three banking days of the use of the Collateral, but not later than on the date of termination of the Framework Agreement, the Bank shall settle accounts with the Customer regarding the use of the Collateral.

5.3.3 The Collateral may as well be used in part.

5.3.4 It is agreed that in case the total amount of the Collateral provided by the Customer for the Bank is insufficient for the performance of the Bank's past due receivables owed by the Customer, then the Bank shall become entitled—up to the amount of its outstanding receivables—to establish right of pledge on all assets of the Customer available in any of its (payment, client and/or securities) accounts kept at the Bank without any prior consent or statement by the Customer, and block such assets in the Customer's (payment, client and/or securities) account as financial collateral, or transfer them to the Margin Account. The Bank shall have the right to exercise its right of pledge against the blocked assets and/or those available in the Margin Account in any order the Bank deems practical.

### 5.4 Other Collateral Securities

5.4.1 The Customer's payment obligations arising from any Deal concluded under this Framework Agreement shall also be secured—in addition to the Collateral stipulated in this Framework Agreement—by any and all collateral securities provided to the Bank by the Customer or any third party based on the Customer's commission under a collateral agreement concluded (or to be concluded under this Framework Agreement) in the form of a separate agreement.

## 6. REGISTRY

6.1 The Bank shall keep record of all Individual Orders and Individual Contracts (the "**Registry**").

6.2 Depending on the type of the Deal, the Registry shall include at least the following data (beside all obligatory elements required by law from time-to-time):

- a) The Bank's name;
- b) Reference number of the Individual Order / Individual Contract;
- c) A code to identify the Customer;
- d) Name of the instrument or financial product;
- e) Quantity;
- f) Limit price / exchange rate / yield, and conversion rate if the Deal requires conversion between currencies;

- g) Strike price;
- h) Direction of Deal (buy/sell);
- i) Date of creation of the Individual Order / Individual Contract;
- j) Trading venue;
- k) Duration of the Individual Order / Individual Contract (trade);
- l) Brokerage fee, fee payable under the contract, commission;
- m) Total costs of the Deal;
- n) And any other data of the Deal that is thought necessary by the Bank.

## **7. CONFIRMATION OF EXECUTED INDIVIDUAL ORDERS AND AGREED INDIVIDUAL CONTRACTS, POSITION EVALUATION AND MARGIN CALLS**

### **7.1 Written Confirmation of Executed / Agreed Deals**

7.1.1 The Bank shall notify the Customer in writing on executed Individual Orders or agreed Individual Contracts on the banking day following the execution of the Individual Order or the establishment of the Individual Contract at the latest by sending the Customer the Confirmation in accordance with Sections 9.1.1, 9.1.3 and 9.1.4 of the Framework Agreement. The Customer takes note that the Bank shall send Confirmation to the Customer only & exclusively on executed / agreed Deals. In case of executed Individual Orders / agreed Individual Contracts the Customer shall return a duly signed or electronically accepted copy of the Confirmation to the Bank not later than on the second banking day after the receipt of the Confirmation from the Bank. The Confirmation shall have the content included in the Registry as per Section 6 above.

7.1.2 If the Customer does not receive a Confirmation from the Bank on the banking day after the Deal was agreed / executed, it shall notify the Bank on the same banking day. For the sake of good order it is agreed that any failure to send or return a Confirmation does not affect the validity of the Individual Contract / Individual Orders as agreed on the telephone.

7.1.3 The Customer shall check the details included in the Confirmation upon receipt, and inform the Bank immediately of any discrepancy.

7.1.4 The Parties agree that the gain/loss arising from the given Deal(s) from time to time outstanding shall be determined by the Bank (position evaluation), and that the result of such evaluation shall be accepted by the Customer. Upon its express request, the Customer shall have the right to inspect the calculation of gain/loss from time to time executed by the Bank, and to ask information on the same.

7.1.5 The Bank shall make its calls for the increase of the Collateral specified in Section 5.2.4 or the fulfilment of any other payment obligation (by fax or e-mail) to the Customer by 11:00 a.m. on banking days, with the position evaluation concerning the relevant Deals from time to time outstanding attached. The margin call shall be prepared and sent to the Customer—depending on the Bank's decision—in the form of a separate document or as a part of the position evaluation. Where the Bank delivers the margin call as a part of the position evaluation, and the position evaluation includes the measure by which the Collateral should be increased in respect of the given derivative Deal, this shall qualify as a margin call to increase the Collateral without any express request to this effect, and the Customer shall abide with such call.

## **8. BROKERAGE FEE, COMMISSION**

8.1 In case the Individual Order is fulfilled, the Customer shall pay the Bank a brokerage fee, and in the case of an Individual Contract, a commission in addition to the strike price; the measure of the brokerage fee and commission—unless the Parties agree otherwise under Annex No. 2 of the Framework Agreement—shall equal the measure set out in the Treasury List of Terms & Conditions in effect at the time of establishment of the Deal. The brokerage fee and the commission shall be determined by stock-exchange sections and contracts.

8.2 In connection with the Deal, apart from the brokerage fee and commission, the Bank shall have the right to charge its costs incurred in respect of the custodianship of the Collateral and any payments on the Customer.

In addition, all other costs incurred in a necessary, certified and useful manner with the Bank acting in the interest of the fulfilment of the Deal, and for incurring which the Bank cannot be blamed, shall be borne by the Customer. The amount of all fees, commissions and contributions connected to the obtainment of the financial instrument obtained under this Framework Agreement, as well as the measure of the taxes withheld by the Bank, are set out in the Treasury List of Terms & Conditions from time to time in effect.

## **9. CONTACT**

### **9.1 Notices**

9.1.1 The Bank shall deliver its notices, calls, summons, disclosures, communications and legal statements falling under the effect of this Framework Agreement and concerning Individual Contracts and Individual Orders, including Confirmations, position evaluations, margin calls, Partial or Full Position Closing due to Customer's default or breach of Contract and calls to raise the Framework Amount, settlements concerning open, expired and closed positions (collectively, the "Notices") to the Customer in writing (i) by facsimile, (ii) in e-mail), in accordance with Annex No. 4 to the Framework Agreement.

Apart from the method of written notification as specified in the annex, the Customer shall in each case provide a **contact telephone number** as well for the Bank for notification purposes, so that the Bank shall be able to get or keep in touch with the Customer by calling the Customer on tape-recorded phone. Communication via tape-recorded phone shall qualify as a legally effective method of notification between the Parties in addition to facsimile or e-mail notification method chosen by the Customer as specified in Annex 4. of this Framework Agreement. The Customer shall make sure that it is continuously accessible during the day at the phone number provided to the Bank for notification purposes (at least via the receipt of voice mail or SMS messages), and shall immediately report any change in its telephone number to the Bank in writing. The Bank shall not be liable for any losses arising from the Customer's failure to meet this obligation.

By signing this Framework Agreement, the Customer expressly consents that—irrespective of the method of notification specified in Annex No. 4 to this Framework Agreement—**the information on ex-ante cost transparency calculation** (to be provided to the Customer on a mandatory basis) **shall be provided by the Bank to the Customer in e-mail** (if this calculation does not form the part of the product information available on the Bank's homepage). The Customer gives its express consent to this method, and furthermore in view for the provision of the information concerning the preliminary cost calculation **it shall provide an e-mail address to the Bank**, and takes note that the Bank shall have the right to save such e-mail address in Annex No. 4 of this Framework Agreement and use the same for this purpose.

By signing this Framework Agreement, the Customer also expressly consents that the information on **suitability statement** to be provided in case of rendering investment advice services—**shall be provided by the Bank for the Customer without undue delay after the conclusion of such Deal**. By signing this Framework Agreement, the Customer expressly waives the option of delaying the Deal in order to receive the suitability statement in advance.

9.1.2 Any documents or consignments regarding the legal effect of this Framework Agreement shall be sent by registered or certified mail or in any other documented manner to the latest reported mailing/notification address of the Customer and shall be regarded as delivered on the date of the attempted delivery if the addressee refuses to take delivery of the document.

The Customer hereby affirms and undertakes that the written declarations of the Bank posted properly to the latest reported mailing/notification address of the Customer by registered or certified mail or in any other documented manner or as a registered postal matter of other manner shall be deemed as delivered and communicated to the addressee—even if the consignment was indeed undeliverable or the addressee has not become aware of the content thereof—on the fifth day counted from the date of certified posting, or on the business day following certified posting in the case of priority mail.

In consideration for the obligation concerning the communication and delivery of the aforementioned legal statements, the Customer hereby affirms and covenants to continuously provide for an authorised person

(representative) to receive postal matters at the above given mailing address from the date of execution of this Framework Agreement throughout the life of the same. Failing this obligation, the Customer may not plead the absence of a person (representative) authorised to take delivery of consignments to obtain advantages.

In the case of e-mails, receipt of the Notice by the Customer shall be presumed to have taken place at the date and time of sending of the relevant e-mail message by the Bank (which date and time is recorded by the Bank's electronic data processing system in each case).

9.1.3 If a Notice is delivered on the phone, the Notice shall be regarded as delivered by the Bank if:

- a) the telephone call was initiated and the conversation was recorded by the Bank; or
- b) the Bank leaves a message—recorded by the Bank's system—for the Customer in the Customer's answering machine or voice mailbox at the telephone number of the Customer.

The obligation of notification shall be regarded as fulfilled at the time recorded in the Bank's system from time to time used for the recording of telephone conversations.

9.1.4 In case the Notice is delivered by facsimile, the Notice shall be regarded as communicated by the Bank if the Bank has an activity report certifying the successful delivery of the Notice, or if the system has otherwise registered successful sending or the fact that no data transmission error has occurred. The date and time shown in the facsimile activity report or recorded in the Bank's system shall be regarded as the date and time of sending.

9.1.5 The Bank shall record orders given over the phone and any communication over electronic channels, as well as record conversations with the Customer that do not result in orders given (whether the conversation takes place in person, on the phone, or via electronic channels) via voice recording / minutes. Upon the Customer's request, the Bank shall ensure an opportunity for the Customer to hear or read the audio recordings, minutes and electronic communication in the Bank's premises, in a room provided by the Bank, or to ask for a copy of the content of the telephone or electronic communication or minutes.

9.1.6 The Parties shall notify each other of any change in their respective notification addresses.

## 9.2 Contact Persons

9.2.1 If the Customer is a business organisation, the Customer shall in Annex No. 3 (Authorisation) identify its representatives empowered to conclude Deals on the phone and in the electronic sales channels specified in the Treasury List of Terms & Conditions.

9.2.2 If the Customer is a natural person, the Customer declares that its representative named in Annex No. 3 (Authorisation) shall have the right without any special confirmation from the Customer to:

- a) conclude any Deal under the Framework Agreement,
- b) take delivery of Notices under the Framework Agreement, including especially:
  - Individual Contracts concerning the conclusion of Deals,
  - Confirmations on the fulfilment of Individual Orders,
  - position evaluations, margin calls, settlements concerning open, expired and closed positions,
- c) obtain information on the phone concerning any Deal under the Framework Agreement.

If any change should occur regarding the persons identified in Annex No. 3 as a result of which any obligation of notification under the Agreement cannot be fulfilled, the Customer shall give notice to the Bank immediately, but not later than on the first banking day following the occurrence of the change. All legal consequences arising from any failure of such obligation of notification shall be borne by the Customer. Under the Framework Agreement, the persons identified in Annex No. 3 will not have the other kinds of representation rights specified in the Bank's Business Conditions for Investment Services or in its General Business Conditions.

## II. RULES FOR STRUCTURED DEPOSITS (MARKET LINKED DEPOSITS)

1.1 In this Framework Agreement, **Structured Deposit** or **Deposit** shall mean the Market Linked Deposit

product defined in this Chapter II. Under this Chapter II, the Customer shall have the right to place Structured Deposits.

1.2 The Customer may submit individual deposit orders (following appropriate customer-authentication) on the phone, against written confirmation (for the purposes of this Chapter II, both a **"Confirmation"**), or in writing, by signing a Deposit Order Form (for the purposes of this Chapter II, both a **"Deposit Order"**), under which Deposit Order the Bank shall transfer from the payment account of the Customer kept at the Bank and identified in the Deposit Order (for the purposes of this Chapter II, the **"Bank Account"**) an amount identified in the Deposit Order (for the purposes of this Chapter II, the **"Deposit"**) to a time deposit account (for the purposes of this Chapter II, the **"Deposit Account"**), and shall for the term of the transaction (the **"Term"**) pay the interest rate specified in the Deposit Order on the Deposit. The Parties agree that the terms & conditions concerning the given Deposit shall be included in the Deposit Order given on the phone and in the relevant Confirmation. The Parties agree that in the case of Structured Deposits the Deposit Order and the Confirmation shall supplement the Framework Agreement, and constitute a part of the same. The Framework Agreement and all Deposit Orders and Confirmations governed by the Framework Agreement shall constitute one single, integral agreement. Should there be any discrepancy between the provisions of a Deposit Order and the relevant Confirmation and those of the Framework Agreement, the provisions of the Deposit Order and the Confirmation shall prevail.

By accepting a Deposit Order and the forwarding of Confirmation, the Bank covenants to pay the time-proportional interest amounts as well as repay the principal amount of the Deposit to the Customer upon the maturity of the Term according to those specified in the Confirmation.

The Customer may give Deposit Orders in the way specified in this section, on the phone, with the following content:

- Currency and amount (amount of the Deposit),
- Market reference (interest rate / exchange rate),
- Term of the Deposit / date of maturity,
- Minimum / maximum interest rate,
- Events affecting the interest rate (e.g. touch, non-touch) and the related market reference value(s).

1.3 By signing this Framework Agreement, the Customer takes note that (in the absence of proof to the contrary) for the purposes of determining the amount of the interest payable by the Bank on the Deposit the Bank's books shall be governing in each case.

1.4 The date of creation of the Deposit shall be the day when the Bank fulfils the order set out in the Deposit Order submitted by the Customer. When calculating interest, the value date of Deposit creation shall be taken into account, while the value date of repayment of the Deposit shall be disregarded. The formula used for interest calculation shall be set out in the Deposit Order/Confirmation, depending on the currency of the Deposit.

1.5 The Bank shall pay interest in arrears, upon the maturity of the Term, by crediting the relevant amount to the Bank Account of the Customer on the value date of maturity in accordance with the Customer's instruction given in the Deposit Order and set out in writing in the Confirmation.

1.6 The Customer may not cancel the Deposit prior to the maturity of the Term specified in the Deposit Order/Confirmation. If subject to reconciliation with the Bank the Customer terminates the Deposit prior to the date of maturity, or gives an order to the Bank to transfer the amount of the Deposit back to the Bank Account (early withdrawal), the Bank shall be entitled—on the basis a case-by-case decision made in its sole discretion—to disburse a loan to the Customer, maintaining the Deposit and at the same time pledging it as Collateral, in an amount identical with that of the terminated Deposit, for a term lasting until the final maturity of the Deposit, in accordance with the terms and conditions of the agreement concluded between the Parties for this purpose.

1.7 The Customer takes note that no partial repayment shall be made from the amount of the Deposit.



1.8 Upon the maturity of the Term, the principal amount of the Deposit shall be returned to the Customer by the Bank as transferring the amount of the Deposit from the Deposit Account to the Bank Account and crediting the amount of the Deposit to the Customer's Bank Account along with interests, in accordance with the instruction of the Customer given in the Deposit Order and set out in writing in the Confirmation.

1.9 In the Treasury List of Terms & Conditions from time to time in effect, the Bank may define a lowest Deposit amount which a Deposit Order should reach or exceed to be eligible for execution.

1.10 The Customer expressly takes note that when creating Deposits the Bank took utmost care, but nevertheless the Bank shall not bear any financial liability in favour of the Customer for the reimbursement of the losses resulting from the nature of the product and arising from the individual risks identified in detail in the Deposit Order.

1.11 Either of the Parties shall have the right to terminate this Framework Agreement with a written notice to the other Party as of the date of maturity of the Term of the Deposit. In the event of termination, the Bank shall transfer the amount of the Deposit—along with interests—to the Customer's Bank Account following the maturity of the Term.

1.12 The Customer takes note that in the event its HUF and foreign currency payment account agreements with the Bank are terminated for any reason, this Chapter II of this Framework Agreement shall at the same time automatically become void. In such case, the Bank shall in accordance with the Customer's instruction either transfer the amount of the Customer's Deposits, along with interests, to a payment account identified by the Customer—kept by a credit institution different from the Bank—on the original date of maturity of the Deposits, or pay the same in cash to the Customer on such date.

1.13 The Bank declares that the Deposits created under this Framework Agreement are insured by the National Deposit Insurance Fund in accordance with the provisions of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (the "**Banking Act**"); nevertheless the Bank calls the attention of the Customer to the provisions of Art. 213 of the Banking Act.

1.14 The Customer expressly declares that it has understood and accepts that the Deposit also includes market risks not inherent in traditional deposits (whether offered by the Bank or by any other credit institution).

1.15 The Bank reserves the right to handle time deposits of the same structure as the Deposit specified in this Framework Agreement in a pool system, in which case the Bank shall accept the Deposit Order given by the Customer only and exclusively if the sum total of the deposits to be created on the basis of the deposit orders given by offer closing time meets the amount specified by the Bank in the offer. The Customer takes note that the Bank is under no obligation to accept (confirm) the Deposit Orders given by the Customer, i.e. the Bank reserves the right to refuse accepting any specific Deposit Order.

1.16 The Parties agree that interest shall be paid on the Deposit in each case depending on changes in the market reference value of a universally recognised financial instrument or market reference (for the purposes of Chapter II, the "**Market Reference**"), to be identified in the Order/Confirmation. The Market Reference may be any kind of market benchmark identified by the Bank in advance and accepted by the Customer in the Order and set out in writing in the Confirmation (including especially but not limited to the price of exchange-listed securities or commodities, a market index, the exchange rate of a foreign currency, an interest rate, or an index or price of a combination or basket of these). By signing this Framework Agreement, the Customer takes note that—considering that the interest rate of the Deposit depends on the performance of the Market Reference—the exact measure of the interest rate may only be determined upon the maturity of the Term of the Deposit.

1.17 In consideration for the aforesaid, the Parties agree that the interest payable on the Deposit shall be identified in the Deposit Order as a range of values, where the Deposit Order/Confirmation shall include the interest rate the Bank shall by all accounts pay the Customer upon the maturity of the Time Deposit, irrespective



of the performance of the Market Reference (the “**Minimum Interest Rate**”), and that—considering that the interest payable on the Deposit is not maximised in each case—the Deposit Order/Confirmation may as well include the maximum interest rate which the Bank may pay to the Customer upon the maturity of the Term of the Deposit, again depending on the performance of the Market Reference (the “**Maximum Interest Rate**”).

### **III. MISCELLANEOUS PROVISIONS**

#### **1. EFFECT AND TERMINATION OF THE FRAMEWORK AGREEMENT**

1.1 The Framework Agreement is for an unspecified period of time. The Framework Agreement shall enter in force on the day when it is signed by both Parties or their authorised representatives.

1.2 Either of the Parties may terminate the Framework Agreement with immediate effect if the other Party has breached any of its material obligations arising from the Agreement and has not remedied the default despite being called upon by the other Party to do so (there is no need for such call if the given event of default obviously may not be remedied), including especially the cases identified in the Framework Agreement and in the Bank’s Business Conditions for Investment Services. Either Party may terminate the Framework Agreement at a notice of 15 days (ordinary termination), provided that the Parties have settled accounts between them all-inclusively, and there are no unclosed and unsettled Deals underway or in effect between them; accordingly, during the termination period the Bank shall not take any more orders from the Customer.

1.3 The Bank shall notify the Customer of the termination in accordance with the provisions of Section 1.9.1.2 hereof.

1.4 The termination of the Agreement will not affect the obligations undertaken by the Parties prior to termination under the Agreement or the Framework Agreement or in accordance with the same, including especially the fulfilment of the obligations of performance, settlement and confidentiality borne by the Parties, in view for the fulfilment of which obligations the Bank shall apply Total Position Closing against the Customer as defined in Section 1.3.6 of the Framework Agreement, and enforce on the Customer the result of the Total Position Closing.

1.5 Discontinuation of specific Individual Contracts and Individual Orders without performance in itself will not entail the termination of the Framework Agreement, unless it provides a ground for either Party to terminate the Framework Agreement.

#### **2. MISCELLANEOUS PROVISIONS**

2.1 **Assignment and set-off.** The rights and obligations of the Parties under the Agreement shall not be assigned or transferred to third parties, save under the prior written consent of the other Party.

If under the Agreement the Bank has any past due claims on the Customer, the Bank shall have the right to exercise set-off up to the amount of the given receivables against any outstanding debt owed by the Bank to the Customer, including the balance of any payment account or client account kept at the Bank on behalf of the Customer. Furthermore, if the Bank is supposed to effect payment to the Customer under the Agreement, the Bank shall have the right to exercise set-off against the Customer up to the amount of the Customer’s outstanding debt owed to the Bank.

#### **Business Conditions for Investment Services, General Business Conditions, List of Terms & Conditions, and Data Processing Provisions**

The Customer declares that it is aware of the Bank’s Business Conditions for Investment Services and General Business Conditions, and has understood and taken note of the provisions therein contained. The Business

Conditions for Investment Services, the General Business Conditions and the Treasury List of Terms & Conditions— which includes the fees, commission, interests and charges applied by the Bank, as well as other obligations— the product descriptions disclosed by the Bank in its website, or delivered to the Customer in any other way, as well as the Bank's Order Execution Policy constitute integral parts of the Agreement, and the Parties shall be bound by the provisions therein contained. Before the execution of this Framework Agreement, the Bank has informed the Customer that it is obliged to pay the fees and commissions set out in the Treasury List of Terms & Conditions, at the terms therein specified. The Customer declares that it has got acquainted with and is aware of the effective text of and the terms and conditions set forth in the Treasury Terms & Conditions prior to the execution of this Framework Agreement, and expressly accepts the terms set out therein. The Parties agree that in the case of any collision between the provisions of the Framework Agreement and those of the Bank's Business Conditions for Investment Services, General Business Conditions or Treasury List of Terms & Conditions, the provisions of the Framework Agreement will be governing.

The Customer declares and undertakes that should any uncertainty arise regarding the tax law or accounting aspect of the financial instrument constituting the subject of this Framework Agreement, the Customer shall rely on the opinion of its own tax advisor or independent auditor.

### **Data Processing Provisions**

For the processing of the Customer's data, the provisions of the Bank's General Business Conditions and its Data Processing Prospectus, both available in the Bank's website, shall be governing as applicable. By signing this Framework Agreement, the Customer declares that he/she knows and has studied these documents, and acknowledges those set out therein as binding for himself or herself. The Customer declares that he/she has provided his/her data included in this Framework Agreement voluntarily to the Bank. Under penalties of perjury, the Customer declares that his/her data included in this Framework Agreement are true and accurate, and that the documents presented to the Bank for the purpose of confirming such data are genuine, valid and authentic.

The Customer is aware that the Bank shall use the data provided in this Framework Agreement for the purposes of conducting a customer identification and due diligence and preliminary risk management procedure connected to the Framework Agreement, as well as for the preparation of the individual Deals to be concluded, contractual contact maintenance, and the provision of appropriate information related to the Framework Agreement (in line with the provisions of Annex No. 4). With a view for the implementation of the above goals, the Bank shall have the right to verify the data provided by the Customer. In the course of such verification, the Bank shall have the right to compare the data and documents with the data included in certified public records, to request information on the same, and to transmit or transfer data to the organisations managing such records, subject to the requirements concerning the protection of personal data and bank secrecy (such organisations or records may be for example the personal and road traffic records supervised by the Ministry of Interior, the Hungarian Chamber of Civil Law Notaries, real estate and company registers, different court, administrative and tax records, and the GRIInfo and KHR systems) in the course or for the purposes of the preparation of the requested Deal, upon the establishment and during the life of the relevant legal relationship, and as long as the Customer has any outstanding debts owed to the Bank under this Framework Agreement.

**2.2 Applicable law, settlement of disputes.** This Framework Agreement shall be governed by the rules of Hungarian law. As regards any issues which are unregulated in this Framework Agreement, the agreement called "Framework Agreement for Investment Services and Ancillary Services" between the Parties and/or the bank account agreement between the Parties, and the provisions of the Business Conditions for Investment Services, the General Business Conditions and the Treasury List of Terms & Conditions shall be governing. The Customer further confirms that it has received from the Bank all kinds of information necessary for concluding this Framework Agreement as identified in Act CXX of 2001 on the Capital Market (the "Capital Market Act"), in Act CXXXVIII of 2007 on Investment Firms and Commodity Exchange Service Providers, and Rules Concerning the Activities They Are Authorised to Pursue (the "Investment Firms Act"), in the Business Conditions for Investment Services, and in the other agreements referred to in this section as being governing for this Framework Agreement.

**2.3 Number of copies and language.** The Framework Agreement is prepared in two copies, in English language.

**2.4 Exchange rates.** If conversion between currencies becomes necessary under the Agreement or as a consequence of the performance of the Agreement (including conversions from non-HUF currencies into HUF which are necessary for any kind of settlement in HUF between the Parties), such conversion shall be effected through the Bank, at the exchange rates from time to time quoted by the Bank. If the Customer incurs any payment obligation in connection with any Deal concerned by this Framework Agreement which is to be settled in a foreign currency, the names of the foreign currencies, the conversion rate used and the costs of the conversion shall be available in the Bank website.

**2.5 Annexes.** Any and all Individual Orders, Individual Contracts, Confirmations and other appendices created under the Framework Agreement shall constitute integral parts of the Framework Agreement. The Framework Agreement has the following annexes:

- Annex No. 1: Risk Awareness Statement
- Annex No. 2: Amendment Concerning the Terms & Conditions of the Deals to be Concluded under the Framework Agreement
- Annex No. 3: Authorisation
- Annex No. 4: Statement on the Method of Notification
- Annex No. 5: Password to be Used When Concluding Deals (optional)
- Annex No. 6: Supplement concerning the fulfilment of EMIR portfolio reconciliation, dispute resolution and timely confirmation obligations (for non-private individual customers only)
- Annex No. 7: Supplement concerning the fulfilment of the EMIR reporting obligation and the transaction reporting obligation as per MiFID 2 (for non-private individual customers only)
- Annex No. 6: Determination of Framework Amount (for private individual customers only)

**2.6 Definition of terms.** The terms used in the Framework Agreement which are left undefined herein shall be understood in the meaning defined in the Investment Firms Act, in the Capital Market Act, in the regulations of the Budapest Stock Exchange, and in the regulations of KELER Zrt. By "foreign clearing house", any business association or organisation operating in a foreign state that carries on clearing house activities in accordance with the law of the given state shall be meant.

**2.7 Deviation from usual contractual practice.** The Parties agree that the provisions included in this Framework Agreement and in the Business Conditions for Investment Services that deviate from the usual contractual practice are underlined, and that the Bank has informed the Customer of the content of such provisions, and after the notice and the information given by the Bank the Customer expressly accepts such provisions as binding for itself.

**2.8 Standard Contract Terms.** Since the present Framework Agreement shall qualify as a standard contract term in respect of the contractual relationship of the Parties, based on the regulations of Act V or 2013 on the Civil Code, therefore Parties hereby state that the Bank permitted the Customer to get acquainted with the content of this Framework Agreement before the signature thereof. Upon signing of this Framework Agreement the Customer expressly accepts the content of this Framework Agreement.

The content of this Framework Agreement qualifies as business secret; hence no copy or excerpt may be made hereof save under the Bank's prior consent.

Signed:

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Raiffeisen Bank Zrt.

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Customer

Witnessed by\*:

	1.		2.
Family and given name:		Family and given name:	
Address:		Address:	

**\*Megjegyzés: Ha az Ügyfél magánszemély, vagy őstermelő, két névvel és lakcímmel ellátott tanú is kell**

Customer's family and given name / company name:		Basic number:	
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ANNEX NO. 1

**RISK AWARENESS STATEMENT**

.....(family name and given name / company name, address or registered office) (the "Customer")  
I hereby declare that I have taken delivery of and got acquainted with the Business Conditions for Investment Services and General Business Conditions of Raiffeisen Bank Zrt. (1133 Budapest, Váci út 116-118.) (the "Bank"), that the Bank has informed me of such provisions set out in the aforementioned documents as differ from usual contractual practice, and that I acknowledge such provisions as binding for myself.

I am aware that due to their nature derivative transactions carry special risks for me whose measure exceeds those inherent in spot deals.

Accordingly, the Bank has given me the following information, which I took into account when giving my order for the conclusion of the Deal.

In the case of derivative Deals, I can gain or lose the exchange rate or price changes of open positions of high value at relatively low initial margin or coverage. Consequently, the gain or loss may be several times as much as the initial margin / collateral I have given as security deposit to the Bank. I am aware that I may lose the initial margin / coverage as well as any other collateral that I have deposited as security deposit at the Bank in view for the establishment and maintenance of the position. If the price movements in the market are against my position, the Bank may ask me to pay upon its demand additional amounts which are necessary to maintain the position. If I fail to do so within a specific timeframe, the Bank may liquidate my position, which liquidation may cause me loss (and such loss may be—in addition to the amounts spent on the maintenance of the position—as much as or even more than the collateral that I have deposited, therefore the Bank may compel me to pay further monies in addition to this amount). Liquidation may get protracted depending on trade conditions due to reasons independent of the Bank. I take note that this Risk Awareness Statement is only intended to call my attention to risks and does not include all sources of risk that may emerge.

I further confirm that I have read this Risk Awareness Statement, has understood the same, has signed it as a token of my approval, and has received one copy hereof.

Signed:

\_\_\_\_\_  
Customer

Witnessed by\*:

\_\_\_\_\_  
1.

\_\_\_\_\_  
2.

Family and given name: \_\_\_\_\_  
Address: \_\_\_\_\_

Family and given name: \_\_\_\_\_  
Address: \_\_\_\_\_

**\*Megjegyzés: Ha az Ügyfél magánszemély, vagy őstermelő, két névvel és lakcímmel ellátott tanú is kell**

<b>Customer's family and given name / company name:</b>		<b>Basic number:</b>	
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ANNEX NO. 2

## SUPPLEMENT

Terms &amp; Conditions of the Deals to be Concluded under the Framework Agreement

<b>CUSTOMER DATA</b> <i>business organisation/ sole proprietor/ local government</i>	
Company name / name:	
Registered office:	
Court-registration No.:	
Registration number: <i>(sole proprietor)</i>	
Tax number:	

<b>CUSTOMER DATA</b> <i>small-scale agricultural producer</i>	
Family name and given name:	small-scale agricultural producer
Permanent address:	
Tax identification number:	

<b>CUSTOMER DATA</b> <i>individuals</i>	
Family name and given name:	
Mother's name at birth:	
Place of birth:	Date of birth:
Citizenship:	
Permanent address:	
Residence:	
Mailing address:	
Tax identification number:	
Number and type of identification document, name and code of issuing authority:	

as a principal (the "Customer") and

**Raiffeisen Bank Zrt.**

Tax No.: 10198014-4-44

**1133 Budapest, Váci út 116-118.**

Court-registration No.: 01-10-041042

as an investment firm (the "Bank")

the Customer and the Bank collectively called the "Parties", each being called a "Party", subject to the following terms &amp; conditions:

WHEREAS there is an agreement called "Framework Agreement for Exchange-Listed and OTC Spot and Derivative Transactions, and Structured Deposits" dated \_\_\_\_\_. 20\_\_ (the "Framework Agreement") between the Parties. This Supplement constitutes an annex and an integral part of the Framework Agreement.

The Parties agree that the measure of the "Collateral" as regulated in Section 5 of the Framework Agreement and that of the "Brokerage Fee" as regulated in Section 8 of the Framework Agreement shall be determined as follows: \_\_\_\_\_

In respect of any issue which is unregulated in this Supplement, the provisions of the Framework Agreement, and as regards fees and commissions the Bank's List of Terms & Conditions from time to time in effect will be governing.

This Supplement shall enter in force on the day when it is executed by the Parties.

IN WITNESS WHEREOF, the Parties have read and understood this Supplement, and have caused the same to be duly executed as one entirely conforming to their will.

Signed:

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Raiffeisen Bank Zrt.

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Customer

Witnessed by\*:

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1.

---

2.

Family and given name:

Address:


Family and given name:

Address:


**\*Megjegyzés: Ha az Ügyfél magánszemély, vagy őstermelő, két névvel és lakcímmel ellátott tanú is kell**



<b>Customer's family name and given name / company name:</b>		<b>Basic number:</b>	
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ANNEX NO. 3	AUTHORISATION
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..... (family name and given name, address or registered office) (the "Customer")

- **In the case of a natural person account holder: Authorisation to conclude spot and derivative, exchange-traded and OTC transactions and structured deposit transactions on the phone, sign Individual Contracts, Settlements and Confirmations, and receive any Notice sent by the Bank**
- **In case the account holder is a business entity: Authorisation to conclude spot and derivative, exchange-traded and OTC transactions and structured deposit transactions on the phone**

Account holder:			
Telephone number:		Fax number:	

- **The following persons shall be authorised to conclude spot and derivative, exchange-traded and OTC transactions and structured deposit transactions on the phone, and receive any Notice sent by the Bank, on behalf of the natural person account holder:**
- **The following persons shall be authorised to conclude spot and derivative, exchange-traded and OTC transactions and structured deposit transactions on the phone on behalf of the business entity account holder:**

<b>Family name and given name</b>		<b>Signature:</b>
<b>Family name and given name at birth:</b>		
<b>Mother's name at birth:</b>		
<b>Address:</b>		
<b>Place and date of birth:</b>		
<b>Identification document type:</b>		
<b>Identification document number:</b>		
<b>Nationality:</b>		
<b>Residence*</b>		
<b>Position:</b>		
<b>Mobile / phone number:</b>		
<b>E-mail address:</b>		
<b>Other restrictions:</b>		

\*If nationality is other than Hungarian, the "Residence" field should be completed.

If the Customer is a company, by signing this Authorisation the Customer expressly acknowledges and agrees that in case there is a contract entitled "Agreement on the Provision of Raiffeisen Electra Services" in force and effect between the Bank and the Customer, or in case during the life of this agreement the Customer enters into an agreement with the Bank in this subject-matter, then the natural person(s) authorised in this Authorisation when using the Electra system shall have the right—as persons authorised to sign independently for the company—to conclude any Deal falling within the scope of this Framework Agreement with the Bank, irrespective of whether they have independent or collective signature rights in the Electra system in respect of other transaction orders falling within the scope of the Electra system.

- ☐ Addition to the previous 04-C-001 authorisation(s)      ☐ All previous 04-C-001 authorisation(s) to be cancelled

Signed in ....., on this ...th of ..... 201...

Account holder's signature\*\*

\*\* In the case of natural person account holders, two witnesses with name and address are needed. In the case of businesses, authorised signature is required.

Witnessed by\*:

	1.		2.
Family name and given name:	<div></div>	Family name and given name:	<div></div>
Address:	<div></div>	Address:	<div></div>

04-C-001

***\*Megjegyzés: Ha az Ügyfél magánszemély, vagy őstermelő, két névvel és lakcímmel ellátott tanú is kell***

<b>Customer's family and given name / company name:</b>		<b>Basic number:</b>	
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## ANNEX NO. 4

## STATEMENT ON THE METHOD OF NOTIFICATION

.....(family name and given name, address or registered office), (the "Customer"), I hereby declare that I want the Notices referred to in Section 9.1.1 of the Framework Agreement for Exchange-Listed and OTC Spot and Derivative Transactions, and Structured Deposits (the "Framework Agreement") to be delivered in the following manner.

Please choose **only one method of notification** from the list below. In case you should select more than one methods of notification, Raiffeisen Bank shall have the right to pick one from the marked channels to use that as an exclusive means of future communication.

☐ **Facsimile:** (please name only **one** fax number) \_\_\_\_\_

☐ **E-mail with encrypted attachment:**

I hereby acknowledge and accept that in case of selection this method of e-mail notification the Bank shall send transaction confirmations, and other notices in respect of margin calls in e-mail message including an encrypted attachment which can be opened with the password provided in Annex no. 5. of this Framework Agreement. This method of communication significantly reduces the risk of unauthorised access to personal data (please provide **one** e-mail address only).

E-mail address: (please provide the address in legible block letters)

☐ **E-mail via non-encrypted channel:**

I hereby acknowledge and accept that in case of selection of this method of e-mail notification the Bank shall send transaction confirmations, and other notices in respect of margin calls without any encryption, in e-mail message including a non-encrypted attachment. This method of confirmation provides a lower level of security than e-mail messages sent with encrypted attachment. I declare that I do not need the free encryption method offered by the Bank, and that I accept any and all consequences and risks that might arise from any incidental breaches of secrecy originating from this. Furthermore I explicitly acknowledge that in case unauthorized third party gains possession of the attachment of the non-encrypted e-mail or the e-mail itself the Bank shall not be held liable under any circumstances for the breach of bank secret or securities secret (please provide **one** e-mail address only).

E-mail address: (please provide the address in legible block letters)

By signing this statement, I hereby instruct the Bank to deliver me Notices specified under Section 9.1.1 of the Framework Agreement in the manner set forth in this statement, to the address identified above where applicable.

**The Bank shall provide the ex-ante cost transparency calculation for the following e-mail address:**

Ex-ante cost transparency e-mail address: .....

Signed:

\_\_\_\_\_  
Customer

Witnessed by\*:

1.

2.

Family and given name:

Address:

Family and given name:

Address:

***\*Megjegyzés: Ha az Ügyfél magánszemély, vagy őstermelő, két névvel és lakcímmel ellátott tanú is kell***

Customer's family and given name / company name:		Basic number:	
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ANNEX NO. 5

# PASSWORD TO BE USED BY THE CUSTOMER WHEN CONCLUDING DEALS

The password to be used by ..... (family name and given name, address or registered office) (the "Customer") in the course of the conclusion of Deals shall be as follows (maximum 8 characters, and no accented or special characters):

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I furthermore take note that if I choose a password to be used, in that case I must select either "E-mail messages with encrypted attachment" or "Facsimile" as the means of notification in Annex No. 4.

Signed:

\_\_\_\_\_

Customer

Witnessed by\*:

\_\_\_\_\_

1.

\_\_\_\_\_

2.

Family and given name: \_\_\_\_\_

Address: \_\_\_\_\_

Family and given name: \_\_\_\_\_

Address: \_\_\_\_\_

**\*Megjegyzés: Ha az Ügyfél magánszemély, vagy őstermelő, két névvel és lakcímmel ellátott tanú is kell**

<b>Customer's family and given name / company name:</b>		<b>Basic number:</b>	
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ANNEX NO. 6

## SUPPLEMENT

to the agreement called "FRAMEWORK AGREEMENT FOR EXCHANGE-LISTED AND OTC SPOT AND DERIVATIVE TRANSACTIONS, AND STRUCTURED DEPOSITS" concerning the fulfilment of EMIR portfolio reconciliation, dispute resolution and timely confirmation obligations

This agreement is concluded by and between

<b>CUSTOMER DATA</b> <i>business organisation / sole proprietor/ local government</i>	
Company name / name:	
Registered office:	
Court-registration No.:	
Registration number: <i>(sole proprietor)</i>	
Tax number:	

<b>CUSTOMER DATA</b> <i>small-scale agricultural producer</i>	
Family name and given name:	small-scale agricultural producer
Permanent address:	
Tax identification number:	

as a principal (the "**Customer**")  
and

**Raiffeisen Bank Zrt.**                      **1133 Budapest, Váci út 116-118.**  
Tax No.: 10198014-4-44                  Court-registration No.: 01-10-041042

as an agent (the "**Bank**")

the Customer and the Bank collectively called the "Parties", each being called a "Party", subject to the following terms & conditions:

This Supplement constitutes an integral annex to the Framework Agreement concluded between the Bank and the Customer on the date of \_\_ \_\_ \_\_ \_\_ \_\_; in any matters that are not regulated herein, the provisions of the Framework Agreement shall be governing and applicable.

### PREAMBLE

WHEREAS Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (the "**Regulation**") and the related European Union laws—including in particular, but not limited to Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 (collectively, the "**Laws**")—prescribe among others *clearing and bilateral risk management requirements* for over-the-counter ("OTC") derivative contracts cleared without the involvement of a central counterparty.

WHEREAS under the Framework Agreement the Parties have concluded or will conclude one or several OTC Contracts (the "**Contract**") with each other, whose terms are set out in the individual agreements between the Bank and the Customer (the "**Individual Agreements**").

As the Regulation determines different requirements for financial and non-financial counterparties, the Customer declares that in accordance with the provisions of the Laws it qualifies as a

- ☐ **financial counterparty**  
☐ **non-financial counterparty**

If the Customer qualifies as a non-financial counterparty, it declares being aware that it is the obligation of the Customer to establish the Customer's status as compared with the clearing threshold as per Art. 10 of the Regulation. The Customer declares that its status as compared with the clearing threshold on the date of execution of this Supplement is:

- ☐ A non-financial counterparty not exceeding the clearing threshold  
☐ A non-financial counterparty exceeding the clearing threshold

If any change should occur regarding the Customer's status as compared with the clearing threshold, the Customer shall notify the Bank of this in writing without delay.

NOW, THEREFORE in view for the fulfilment of the requirements specified in the Laws, the Parties agree as follows.

## **1. SUBJECT-MATTER OF THE SUPPLEMENT**

### **PORTFOLIO RECONCILIATION**

**1.1 As regards *portfolio reconciliation* as defined in the Laws, the Parties agree that *portfolio reconciliation* will be carried out by the Bank** in respect of the outstanding OTC derivative Contracts concluded under the Framework Agreement that are not cleared by a central counterparty.

**1.2** In accordance with Art. 11 (2) of the Regulation, portfolio reconciliation includes marking to market the value of the different Contracts, and also covers the major trading conditions necessary for the identification of the concerned OTC Contracts.

**1.3** Portfolio reconciliation shall be carried out by the Bank with financial counterparties and non-financial counterparties exceeding the clearing threshold, at the frequency set out in the Laws, i.e. on each business day, once per week or once per quarter. If portfolio reconciliation is done once per week, the Bank shall carry out the portfolio reconciliation on the first business day of the week in respect of the Contracts outstanding on the last banking day of the preceding week. If portfolio reconciliation is done once per quarter, those written in Section 1.4 hereof shall be governing.

**1.4** With a Customer qualifying as a non-financial counterparty not exceeding the clearing threshold, the Bank shall carry out portfolio reconciliation at least once per quarter or once per year. Quarterly portfolio reconciliation shall be carried out on the following dates, while yearly portfolio reconciliation shall be carried out on 15th March of each year:

- 15th March, or the business day immediately preceding such date
- 15th June, or the business day immediately preceding such date
- 15th September, or the business day immediately preceding such date
- 15th December, or the business day immediately preceding such date

**1.5** The Bank shall send the data of the portfolio reconciliation to the Customer in a certified manner, in the



way and at the time specified in the Framework Agreement.

**1.6** The notice sent to the Customer on the result of portfolio reconciliation must be confirmed by the Customer for the Bank within 5 (five) banking days from its receipt in the way specified in the Framework Agreement. If the Customer fails to confirm the notice for the Bank within the timeframe set out above, such notice shall be regarded as accepted by the Customer. If the Bank sends notices to the Customer on portfolio reconciliation more frequently than specified in the Laws, the Customer shall treat such notices in the same way as notices sent at the frequency specified in the Laws.

**1.7 The Parties agree that in the course of portfolio reconciliation the Bank shall in each case qualify as a portfolio data sending party, while the Customer shall qualify as a portfolio data receiving party; by signing this Supplement, the Customer expressly accepts such qualification. It shall be the responsibility of the portfolio data receiving party that in case it finds any discrepancy between the data of the notice received from the Bank concerning portfolio reconciliation and its own records, it shall notify the Bank of this immediately, but in any case not later than within 5 banking days of the receipt of the notice. If the Customer fails to do so, the notice shall be regarded as accepted by the Customer.**

#### **DISPUTE RESOLUTION**

**1.8** As regards dispute resolution, the Parties agree that in case any dispute should arise between them in connection with the Individual Agreements (concerning for example the acknowledgement of the valuation of a Contract or the exchange of collateral securities between the Parties), **and in case such dispute should not be resolved between the Parties within 5 (five) business days of the certified occurrence of the dispute, such dispute shall be regarded as a customer complaint, and shall be treated as such**, in respect of which procedures the Bank's complaint management policy, its Business Conditions for Investment Services, and the Bank's General Business Conditions shall be governing as applicable. **If the Customer qualifies as a financial counterparty, it declares being aware that if a dispute concerns an amount or value of EUR 15 million and has been unclosed for at least 15 business days, such dispute should be reported to the National Bank of Hungary as a financial supervisory authority.**

**1.9** Otherwise the Customer may contact the Bank in view for dispute resolution at the following address:

E-mail: tmo@raiffeisen.hu

**1.10** In case the dispute resolution should remain unsuccessful, the Parties shall subject themselves to the judicial procedures stipulated in the Framework Agreement.

#### **TIMELY CONFIRMATION**

**1.11** As regards timely confirmation, the **Customer undertakes an express obligation to return properly signed any and all confirmations sent by the Bank** to the Customer in relation to Contracts as per the Individual Agreements **within the timeframe** set out in the Laws, including in particular Commission Delegated Regulation (EU) No 149/2013, calculated from the time of conclusion of the Contract and specified in detail for the different contract types, **provided that the Bank has made such confirmations available to the Customer in a certified manner, in the way and within the timeframe specified in the Framework Agreement.**

## **2. CLOSING PROVISIONS**

**2.1** The Customer declares that in the course of the interpretation of the provisions of the Laws, and the fulfilment of its obligations arising from the Laws, it shall not rely on any information provided by the Bank to the Customer, but shall consult its own experts and advisors. The Parties expressly agree that this Supplement shall concern only and exclusively the Contracts as per the Individual Agreements that are concluded between the Customer and the Bank under the Framework Agreement, and it shall not originate obligations of any kind for the Bank in respect of any contract of the Customer with other credit institutions or financial enterprises.

**2.2** As regards any matters that are unregulated in this Supplement, the provisions and stipulations of the Framework Agreement shall be governing without any changes in content.

**2.3** This Supplement is prepared in two copies, in English language.

**2.4 As this Supplement qualifies as a set of general contractual terms in the legal relationship between the Parties in the meaning of Act V of 2013 on the Civil Code of Hungary, the Parties agree that before the execution of this Supplement the Bank has made it possible for the Customer to get acquainted with its content, in consideration for which by signing this Supplement the Customer expressly accepts the content of the same.**

**2.5 By signing this Supplement, the Customer confirms that before the execution of this Supplement the Bank has expressly called its attention to the fact that Sections 1.1, 1.6, 1.7, 1.8, 1.10 and 1.11 of this Supplement deviate from earlier contractual stipulations. By signing this Supplement, the Customer confirms that after the Bank has called its attention to the said deviation it expressly accepts those written in Sections 1.1, 1.6, 1.7, 1.8, 1.10 and 1.11 hereof.**

The content of this Supplement qualifies as business secret; hence no copy or excerpt may be made hereof save under the Bank's prior consent.

Signed in:

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Raiffeisen Bank Zrt.

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Customer

<b>Customer's family and given name / company name:</b>		<b>Basic number:</b>	
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## ANNEX NO. 7

## SUPPLEMENT

To the agreement called "Framework Agreement for Exchange-Listed and OTC Spot and Derivative Transactions, and Structured Deposits" concerning the fulfilment of EMIR reporting obligation and MiFID II transaction reporting obligation

This agreement is concluded by and between

<b>CUSTOMER DATA</b> <i>business organisation/ sole proprietor/ local government</i>	
Company name / name:	
Registered office:	
Court-registration No.:	
Registration number: (sole proprietor)	
Tax number:	

<b>CUSTOMER DATA</b> <i>small-scale agricultural producer</i>		
Family name and given name:		small-scale agricultural producer
Permanent address:		
Tax identification number:		

as a principal (the "**Customer**")  
and

**Raiffeisen Bank Zrt.**

Tax No.: 10198014-4-44

**1133 Budapest, Váci út 116-118.**

Court-registration No.: 01-10-041042

as an agent (the "**Bank**")

the Customer and the Bank collectively called the "Parties", each being called a "Party", subject to the following terms & conditions:

This Supplement constitutes an integral annex to the Framework Agreement concluded between the Bank and the Customer on the date of \_\_ \_\_ \_\_ \_\_ \_\_; in any matters that are not regulated herein, the provisions of the Framework Agreement shall be governing and applicable.

## PREAMBLE

WHEREAS Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (the "**EMIR Regulation**") and the related European Union laws—including in particular, but not limited to Commission Delegated Regulation (EU) No 148/2013 of 19 December 2012 and Commission Implementing Regulation (EU) No 1247/2012 (collectively, the "**EMIR Laws**")—prescribe *reporting requirements* for exchange-listed and over-the-counter ("OTC") derivative contracts.

WHEREAS Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (the “**MiFIR Regulation**”) requires investment firms to report among others details of the names and numbers of the financial instruments bought or sold, the quantity, the dates and times of execution, and transaction prices.

WHEREAS under the Framework Agreement, the Parties have concluded or will conclude one or several Exchange-Listed and OTC Contracts (the “**Contract**”) with each other, whose terms are set out in the individual agreements between the Bank and the Customer (the “**Individual Agreements**”).

As derivative Contracts concluded or to be concluded under the Individual Agreements fall within the scope of the EMIR Regulation or the MiFIR Regulation, the Parties are subject to the reporting obligation as per Art. 9 of the EMIR Regulation or respectively Art. 26 of the MiFIR Regulation. The Customer declares that in accordance with the provisions of the EMIR Laws it qualifies as a **non-financial counterparty**, and as per the MiFIR Regulation it qualifies as a **legal entity**.

NOW, THEREFORE, in view for the fulfilment of the requirements specified in the EMIR and MiFIR Regulations and in the EMIR Laws, the Parties agree as follows.

## **1. SUBJECT-MATTER OF THE SUPPLEMENT**

**1.1** By signing this Supplement, the Parties agree that as regards the reporting obligation borne by the Customer in respect of the Individual Agreements in accordance with the EMIR Regulation and the EMIR Laws,

☐ the Customer does not wish to delegate such obligation to the Bank, but will fulfil it itself;

☐ **the Customer hereby delegates such obligation to the Bank: by signing this Supplement, the Customer orders, authorises and empowers the Bank to fulfil the reporting obligation specified in the Regulation and in the Laws acting in lieu and on behalf of the Customer during the life of the Framework Agreement in respect of the exchange-listed and OTC derivative Contracts concluded between the Parties. The reporting obligation borne by the Customer (including especially the content of the reports) shall be fulfilled by the Bank in consideration for the information received on the Customer's status in Annex No. 6 to the Framework Agreement. All responsibilities arising from misinformation by the Customer shall be borne by the Customer, and the Bank hereby expressly excludes any and all liabilities arising from misinformation received from the Customer.**

**1.2 In view for avoiding duplicative reporting as prescribed in the Regulation, in accordance with the above order and authorisation the Customer undertakes an obligation not to do any reporting in its own right.**

**1.3** The Customer declares that it is aware of its obligation to obtain an international identification number called Legal Entity Identifier (“LEI”) for itself (unless it already has a valid LEI code). All costs connected to the LEI code request shall be borne by the Customer in each case. The Customer must have a valid LEI identification number even in case the Customer has declared in Section 1.1 above that it does not wish to delegate its reporting obligations to the Bank, but shall fulfil these itself, considering that the EMIR Laws and the MiFIR Regulation render it mandatory for the Customer to have a LEI code in view for fulfilling its reporting obligation and transaction reporting obligation. The Customer shall furthermore report the received LEI identification number to the Bank by submitting to the Bank the certificate issued by the entity issuing the LEI identification number. The Customer takes note that the Bank is able to fulfil the reporting and transaction reporting obligation referred to in Section 1.1 only if it has knowledge of the Customer's LEI identification number.

## 2. CLOSING PROVISIONS

**2.1 The Customer** declares that **in the course of** the interpretation of the provisions of the EMIR Regulation, the EMIR Laws and the MiFIR Regulation, and **the fulfilment of its obligations** arising from these Regulations and Laws, **it shall not rely on any information provided by the Bank to the Customer, but shall consult its own experts and advisors.** The Parties expressly agree that this Supplement shall concern only and exclusively the Contracts as per the Individual Agreements that are concluded between the Customer and the Bank under the Framework Agreement, and it shall not originate obligations of any kind for the Bank in respect of any contract of the Customer with other credit institutions or financial enterprises.

**2.2** As regards any matters that are unregulated in this Supplement, the provisions and stipulations of the Framework Agreement shall be governing without any changes in content.

**2.3** This Supplement is prepared in two copies, in English language.

**2.4 As this Supplement qualifies as a set of general contractual terms in the legal relationship between the Parties in the meaning of Act V of 2013 on the Civil Code of Hungary, the Parties agree that before the execution of this Supplement the Bank has made it possible for the Customer to get acquainted with its content, in consideration for which by signing this Supplement the Customer expressly accepts the content of the same.**

**2.5 By signing this Supplement, the Customer confirms that before the execution of this Supplement the Bank has expressly called its attention to the fact that Sections 1.1, 1.2 and 2.1 of this Supplement deviate from earlier contractual stipulations. By signing this Supplement, the Customer confirms that after the Bank has called its attention to the said deviation it expressly accepts those written in Sections 1.1, 1.2 and 2.1 hereof.**

The content of this Supplement qualifies as business secret; hence no copy or excerpt may be made hereof save under the Bank's prior consent.

Signed in:

---

Raiffeisen Bank Zrt.

---

Customer

Customer's family and given name / company name:		Basic number:	
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ANNEX NO. 6

## DETERMINATION OF FRAMEWORK AMOUNT

.....(family name and given name, address) (the "Customer") and the Bank by signing this annex agree that the Framework Amount shall be established in accordance with Section 5.1.1 of the Framework Agreement as HUF ..... (or its foreign currency equivalent from time to time applying) plus charges.

Signed: \_\_\_\_\_ ,

\_\_\_\_\_

Raiffeisen Bank Zrt.

\_\_\_\_\_

Customer

Witnessed by:

\_\_\_\_\_

1.

\_\_\_\_\_

2.

Family and given name:

Address:


Family and given name:

Address:
