



**GENERAL TERMS OF CONTRACT
REGARDING UNCONDITIONAL SURETYSHIP PROVIDED IN THE
FRAMEWORK OF THE COMPENSATION LOAN PROTECTION
PROGRAM OF THE HUNGARIAN EXPORT-IMPORT BANK PRIVATE
LIMITED COMPANY**

Effective: from 15 October 2021

The provisions affected by the last amendment are underlined.

Table of Contents

1.	CONTENT AND NATURE OF THE GTC, AND THE PUBLICATION AND AMENDMENT THEREOF	4
2.	DEFINITION OF TERMS	5
3.	THE UNCONDITIONAL SURETYSHIP PROVIDED IN THE FRAMEWORK OF THE BANK'S COMPENSATION LOAN PROTECTION PROGRAM	7
4.	THE TERMS OF UNCONDITIONAL SURETYSHIP	9
4.1	The rate and currency of unconditional suretyship	9
4.2	Expiry of the unconditional suretyship	9
4.3	Obligees, Obligors and Loans eligible for the unconditional suretyship and the aid granted in the framework of the Program	10
5.	THE LOAN SECURED BY UNCONDITIONAL SURETYSHIP	13
6.	APPLICATION FOR UNCONDITIONAL SURETYSHIP	14
7.	CONTRACTING AND THE CONDITIONS FOR CONTRACT CONCLUSION:	15
8.	FEES, COSTS, DEFAULT INTEREST, TAXES	16
8.1	Suretyship fee	16
8.2	Amendment fee	17
8.3	Default interest	18
8.4	Costs	18
8.5	Tax	18
8.6	Re-invoicing to the Obligor	18
9	THE COLLATERALS	18
10.	REPRESENTATIONS AND WARRANTY DECLARATIONS	20
10.1	The Obligee's representations	20
10.2	Legal status	20
10.3	Rights and authorisations	20
10.4	Obligations of binding force	20
10.5	Financial solvency	20
10.6	Information	21
10.7	Compliance with the law, no proceedings underway	21
10.8	Taxation, lawful use of subsidies	21
10.9	Representations pertaining to the conditions for conclusion of contract	21
11.	COMMITMENTS	21
11.1	The Obligee's commitments	21
11.2	Compliance with the law and the contract	22
11.3	Regular business activity	22

11.4	Indemnification, penalty.....	22
11.5	Disclosure and reporting obligations	22
11.6	Commitments related to the Bank’s prior consent	24
12.	USE OF THE UNCONDITIONAL SURETYSHIP (ENFORCEMENT).....	25
12.1	Conditions of enforcement.....	25
12.2	Deadline for enforcement.....	25
12.3	Application for enforcement.....	26
12.4	Suspension of the enforcement proceeding.....	29
	12.4.1 IN THE CASE OF A PAYMENT AGREEMENT OR LIQUIDATION AGREEMENT	29
	12.4.2 IN THE CASE OF BANKRUPTCY PROCEEDINGS	30
	12.4.3. IN THE CASE OF CRIMINAL PROCEEDINGS	30
	12.4.4 IN THE CASE OF SUBMITTING A NEW APPLICATION FOR UNCONDITIONAL SURETYSHIP	30
	12.4.5 GENERAL PROVISIONS	31
12.5	Performance on the basis of the unconditional suretyship.....	31
13.	COLLECTION.....	32
14.	EXPIRATION AND TERMINATION OF THE CONTRACT, EXCLUSION FROM THE BANK’S PROGRAMS.....	33
15	OTHER TERMS	34
15.1	Payments.....	34
15.2	Legal succession.....	35
15.3	Applicable law, partial validity, legal disputes.....	35
15.4.	Notices	35
15.5	Entirety clause.....	36
15.6	Bank holidays	36
15.7	The Obligee’s general terms of contract.....	36

1. CONTENT AND NATURE OF THE GTC, AND THE PUBLICATION AND AMENDMENT THEREOF

1.1 These general terms of contract of the Hungarian Export-Import Bank Private Limited Company set out the conditions applicable for the services pertaining to the unconditional suretyship provided by the Bank to financial institutions to secure credits and loans in the framework of its Compensation Loan Protection Program.

1.2 Unless the suretyship contract set forth in writing between the Obligee and the Bank provides otherwise – even in the absence of a separate stipulation – the provisions of the Bank’s business regulations shall apply to any legal relationship between the Bank and the Obligee. The content and detailed rules of the legal relationship between the Bank and the Obligee are set out in these GTC and the Contract. The GTC shall constitute a part of the Contract, and shall apply in all cases where the Contract does not contain an express provision to the contrary.

1.3 The GTC is public and may be viewed and consulted by anyone, at the Bank’s premises used for serving clients (registered office), during business hours, and on the Bank’s website (exim.hu). Upon separate request, the Bank shall provide the GTC to the Obligee free of charge. When entering into a contractual relationship, the Obligee shall, by signing the Contract, acknowledge and accept the conditions set out in the GTC.

1.4 The Bank is entitled to amend the GTC unilaterally at any time effective for the Contracts to be concluded following the effective date of the amendment, and in other cases, subject to the limitations set out in sections 1.4 and 1.5 of these GTC.

The Bank shall post the amended GTC at its premises used for serving Clients, as well as on its website.

The Bank

- a) shall notify Obligees in writing of amendments to the GTC that are unfavourable for Obligees fifteen (15) calendar days before the amendments are due to take effect;
- b) shall notify Obligees in writing of amendments to the GTC that do not constitute an unfavourable change for Obligees on the bank working day before the amendment is due to take effect by posting the modified GTC at its premises used for serving clients and on the Bank’s website.

Unless otherwise provided, the amendment of the GTC shall, starting from its effective date, apply also to contracts that were concluded prior to such effective date.

Unless the Obligee raises an objection in writing to the GTC containing an amendment which is unfavourable for the Obligee before it takes effect, the new GTC shall be deemed to have been accepted by the Obligee. The Obligee may terminate the Contract with immediate effect regarding the GTC that has been amended in a manner unfavourable and unacceptable to the Obligee.

If the Client does not object to the amendment in writing, such amendment shall be deemed accepted. If the Client does not accept the amendment of these GTC, the Bank will deem the Contract of the Client concluded with the Bank to have been terminated by the Client effective on the effective date of the amendment. In this case, the Bank’s claims will become due immediately, the Bank and the Client shall state accounts with each other

without delay and the Client shall repay its entire debt outstanding against the Bank in full. The written notification must be received by the Bank on or before the effective day of the amendment.

1.5 The Bank shall be entitled to amend the conditions for the financial solution it provides and other contractual terms in a manner unfavourable to the Oblige in the case of changes in laws, public regulatory instruments, central bank recommendations or other regulations, including, in particular the Commission Communication and Commission Regulation pertaining to the Program, or the enforcement of the law pertaining to or affecting the Bank's activity or operating conditions.

Otherwise the Bank shall not be entitled to amend these GTC unilaterally in a manner unfavourable to the Client in terms of an existing Contract.

The Bank shall inform the Oblige of any changes to its business regulations, these GTC and the List of Terms and Conditions pursuant to section 1.4.

2. DEFINITION OF TERMS

GBER Regulation shall mean "Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty)".

GTC means these General Terms of Contract;

Bank means the Hungarian Export-Import Bank Private Limited Company (registered office: 1065 Budapest, Nagymező u. 46-48, company registration number: 01-10-042594, tax number: 10949638-2-44, registering entity (court): Company Court of the Metropolitan Court of Budapest), which assumes suretyship in the legal relationships under these GTC.

Investment Loan shall mean a Loan to be used by the Obligor for an investment purpose specified in detail in the Loan Contract.

Enforcement Event shall mean any event specified in section 12.1.1 of these GTC.

Enforcement Events shall mean any events specified in section 12.1.1 of these GTC.

Commission Regulation shall mean Commission Regulation No. SA.57064 (2020/N)" – available at the following URL:
https://ec.europa.eu/competition/elojade/isef/case_details.cfm?proc_code=3_SA_57064 – and any amendments thereof as may be in effect from time to time

Commission Communication shall mean the "Communication from the Commission No. C (2020) 1863 on the Temporary Framework for State aid measures to support the economy in the current COVID-19 outbreak" for the purposes of these GTC and any amendments thereof as may be in effect from time to time.

Anniversary shall mean any and all anniversaries of the effective date of this Contract.

Parties shall mean the Bank and the Oblige collectively.

Party shall mean the Bank and the Obligee separately.

Working Capital Loan shall mean a Loan to be used by the Obligor for purchasing fixed assets specified in detail in the Loan Contract.

Loan shall mean the loan provided by the Obligee to the Obligor for which the Bank assumes suretyship.

Loan Contract shall mean the agreement comprising the terms and conditions of the Loan.

Obligee shall mean the financial institution for whose claim arising from the Loan Contract the Bank assumes suretyship.

SME shall mean a business classed as a micro, small or medium-sized enterprise under Annex No.1 of the General Block Exemption Regulation.

Government Decree means the Government Decree 435/2012. (XII. 29.) on guarantees assumed by Hungarian Export-Import Bank Pte Ltd alongside a full state payment guarantee and on the conditions and detailed regulations applicable to replacement and interest costs associated with foreign exchange and interest rate swap transactions

Obligor shall mean the debtor of the loan.

Mid-cap shall mean a company not qualifying as an SME and, pursuant to the recommendation of Commission Recommendation 2003/361/EC, the number of whose full-time employees, those of its partners and its affiliates does not exceed 3000 (three thousand). The Mid-cap category shall be understood to include Small Mid-cap companies.

Large Company shall be understood as an enterprise not classed as an SME under Annex No. 1 of the General Block Exemption Regulation.

Program shall mean the Bank's Compensation Loan Protection Program.

Ptk. means the Act V of 2013 on the Civil Code of Hungary.

Small Mid-cap shall mean a company not qualifying as an SME but whose annual net sales revenues do not exceed EUR 100,000,000 (one hundred million Euros) or whose balance sheet total does not exceed EUR 86,000,000 (eighty-six million Euros) and whose employee headcount calculated based on Articles 3-5 of Annex No. 1 of the General Block Exemption Regulation does not exceed 499 (four hundred ninety-nine) persons.

Gross Breach of Contract shall mean any breach specified in section 14.6 of these GTC.

Contract shall mean the suretyship agreement concluded between the Obligee and the Bank.

3. THE UNCONDITIONAL SURETYSHIP PROVIDED IN THE FRAMEWORK OF THE BANK'S COMPENSATION LOAN PROTECTION PROGRAM

3.1 In the framework of the Program, the Bank assumes unconditional suretyship of budgetary background pursuant to the rules set out by the Government Decree for loan guarantees.

3.2 The suretyship assumed by the Bank qualifies as state aid, which the Bank provides under the Commission Communication and its amendments as may be in effect from time to time as well as the Commission Regulation. The aid granted in the framework of the Program constitutes aid provided in the form of guarantees on loan under Section 3.2 of the Commission Communication.

3.3 The suretyship assumption fee shall comply with the pricing rules set out in Section 18 of the Commission Regulation. The suretyship assumption fees set out in the Bank's List of Terms and Conditions have been established in line with the referenced section.

3.4 Pursuant to the Commission Communication, the Contracts to be concluded in the framework of the Program shall be signed on 31 December 2021 at latest.

3.5 The aid granted under this Contract in the form of guarantees on loan under Section 3.2 of the Commission Communication shall not be combined with aid granted as a subsidised lending rate under Section 3.3 of the Commission Communication in cases where the aid is granted for the same underlying loan.

3.6 The aid granted under this Contract on the basis of Section 3.2 of the Commission Communication in the form of guarantees on loan shall not be combined with aid granted as a subsidised lending rate under Section 3.3 of the Commission Communication in cases where they are provided for different underlying loans, but the total loan amount of the underlying loans exceeds the limit values set out in sections 25(d) and 27(d) of the Commission Communication (see section 5.3).

3.7 The aid provided in the framework of the Program may be combined with the aids subject to the following EU regulations:

- a) "Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid"
- b) "Commission Regulation (EU) No 1408/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid in the agriculture sector"
- c) "Commission Regulation (EU) No 717/2014 of 27 June 2014 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid in the fishery and aquaculture sector"
- d) "Commission Regulation (EU) No 360/2012 of 25 April 2012 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid granted to undertakings providing services of general economic interest".

3.8 The aid provided in the framework of the Program can be combined with other compatible aid or with EU financing granted in other forms, provided that the maximum aid intensity threshold values specified in the following EU regulations are observed:

- a) the GBER Regulation,
- b) Commission Regulation (EU) No 702/2014 of 25 June 2014 declaring certain categories of aid in the agricultural and forestry sectors and in rural areas compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union, and
- c) Commission Regulation (EU) No 1388/2014 of 16 December 2014 declaring certain categories of aid to undertakings active in the production, processing and marketing of fishery and aquaculture products compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union.

3.9 Prior to the conclusion of this Contract, the Obligor shall make a statement to the Obligees, and the Obligees to the Bank on aid granted to it on the basis of Section 3.3 of the Commission Communication in the form of a subsidised lending rate, in the form of a loan suretyship under Section 3.2 of the Commission Communication as well as other aids granted for the Loan's purpose.

3.10 In terms of the aid granted in the framework of the Program, the Obligees qualify as a financial intermediary, since the ultimate beneficiary of the aid is the Obligor. Consequently, the Obligees shall pass on the discount obtained in the framework of the Program to the Obligor, and shall enforce the discount in the transaction interest of the Loan in the manner specified in detail in the Contract.

3.11 The Obligees shall agree with the Obligor in the Loan Contract in a manner that the Obligor undertakes a commitment to retain the documents related to the aid granted in the framework of the Program for 10 (ten) years after the signing of the Loan Contract and to make them available to the Bank upon request. Furthermore, the Obligees shall inform the Obligor in the Loan Contract of the fact that information concerning the aid must be provided within 20 (twenty) Working Days at the request of the European Commission.

3.12 The following cases in particular shall constitute misuse of aid:

- a) the Obligor has provided false or falsified information in the documentation related to the Loan or the suretyship provided by the Bank, any of its statements are found to be false, or it withdraws any of its statements,
- b) the Obligor does not use the Loan for the purpose for which it was intended;
- c) a case of unlawful cumulation of aids,
- d) the accumulated amount exceeds the limit set out in the relevant legislation or in the decision approving the aid;
- e) the special data-provision and data-recording obligation of the Obligor is not fulfilled, or
- f) the Obligor does not allow the Court of Auditors of the European Union or authorised officials and authorised independent experts of the European Commission, or agents of Bank, to verify the use of the soft Loan and the fulfilment of its state aid conditions, in particular:
 - (i) to enter the premises or territory of the undertaking concerned,
 - (ii) to request an oral explanation on the spot.

3.13 The Obligee undertakes to agree with the Obligor in a manner that, if, in the course of an inspection conducted by the Obligee, the Bank or the European Commission or other official bodies, it is revealed that the Obligor has violated its obligations relating to state aid (i.e. there has been a case of misuse of aid funds), or for reasons not of its making the provisions of the law related to aid have not been fulfilled, then it will return to the Bank any unlawfully used aid within 8 (eight) calendar days. In the event of misuse of aid or unlawful use of aid, the state aid must be repaid in an amount increased by the punitive interest. The punitive interest shall be equal to the default (late-payment) interest specified in the Loan Contract. The punitive interest shall be due from the date of first disbursement of the Loan until the day on which the Obligor pays the unlawfully used State aid to Bank. The payment obligation may be deemed fulfilled when the payable amount has been credited to the Bank's account. The Obligee acknowledges and informs the Obligor that the European Commission may make different decisions in respect of the recovery of unlawfully used state aid.

4. THE TERMS OF UNCONDITIONAL SURETYSHIP

4.1 The rate and currency of unconditional suretyship

4.1.1. The Bank assumes unconditional suretyship for the repayment of the Loan's principal amount by the Obligor, the suretyship does not extend to the Loan's charges.

4.1.2 The exact extent of the suretyship is specified in the Contract. If the principal claim arising from the Loan Contract decreases, it shall also influence the amount of the Bank's suretyship: the amount of the Bank's suretyship shall decrease simultaneously to repayment by the Obligor or a third party. In the case of Revolving Loans, if the Obligor uses the sum held available to it by the Obligee once again after repayment, the amount of the Bank's suretyship shall once again increase automatically up to the extent specified in the Contract.

4.1.3 The currency of the suretyship shall be the same as the currency of the loan. The Bank assumes suretyship in Hungarian Forints, Euros or US dollars. If the Obligee submits an application for an USD suretyship, the Obligee shall adequately verify the reason for such currency and shall present in detail the source of the Obligor's USD income.

4.2 Expiry of the unconditional suretyship

4.2.1 The unconditional suretyship assumed by the Bank shall expire on the last day of the Loan's term with the proviso that the Obligee may submit an application for enforcement to the Bank within 3 (three) months from the maturity of the Loan in terms of Enforcement Events that occurred during the term of the Loan. The Bank may not be released from the obligation to perform the suretyship solely on the grounds that the non-payment of the last instalment of the Enforcement Event occurred after the final maturity of the Loan provided that the Obligee adhered to the limitations related to the Loan's term set out in these GTC.

4.2.2 The Parties will determine the expiry date of the unconditional suretyship provided by the Bank in the Contract with the proviso that the expiry of the suretyship may not exceed 3 (three) years in the case of Working Capital Loans and 6 (six) years in the case of Investment Loans.

4.2.3 The expiry of the unconditional suretyship may be extended in a manner that the term of the suretyship may not, even with any extensions, exceed 3 (three) years in the case of Working Capital Loans and 6 (six) years in the case of Investment Loans. If the suretyship is extended, the Bank shall be entitled to charge an amendment fee specified in its latest effective List of Terms and Conditions.

4.3. Obligees, Obligors and Loans eligible for the unconditional suretyship and the aid granted in the framework of the Program

4.3.1 Financial institutions registered or having a branch in Hungary are eligible for the unconditional suretyship granted by the Bank in the framework of the Program.

4.3.2 As final beneficiaries (that is, Obligors), the aid granted in the framework of the Program may be used by resident business entities that

- a) face temporary severe liquidity difficulties resulting from the outbreak of COVID-19, and
- b) qualify as exporters or suppliers of exporters based on self-declarations, or pursue their activities in a sector with export potential as specified in section 4.3.7 as per the data of the company registry. In the case of Investment Loans, the condition set out in this point b) shall be deemed fulfilled also if the loan purpose can be classified into any elements set out in section 4.3.7 of these GTC; and
- c) **in the case of transactions initiated with an application for unconditional suretyship submitted after 14 October 2021: qualify as SMEs or Mid-caps.**

4.3.3 The Bank will consider that Obligor faces temporary severe liquidity difficulties if one or several of the following situations occur:

- a) the Obligor found itself in a difficult situation following 1 February 2020 under the GBER Regulation,
- b) it experienced a decrease in net sales revenue,
- c) it experienced a decrease in operating profit,
- d) it experienced an increase in the deadlines of customer payments,
- e) it experienced a decrease in the payment deadline specified by its suppliers,
- f) it experienced a decrease in order volumes,
- g) it experienced a deterioration in liquidity ratios (current assets/short-term liabilities),
- h) it implemented operation closures/shift reductions above the usual seasonal changes,
- i) it reduced the number and wage costs of employees,
- j) the investment project specified as the purpose of the Loan was completed at least 3 months after 1 February 2020 compared to the initial (documented) plans and its cost increased,
- k) another reason substantiating temporary severe liquidity difficulties has occurred.

4.3.4 For Obligors without a credit history, or without a rating based on the balance sheet approach, the criteria set out in section 4.3.3 b)-k) are considered by examining the decrease(s) relative to the figures in the business plan approved when the loan to be refinanced was assessed in the case of loan refinancing, while in other cases, the figures indicated in the business plan approved by the competent body of the undertaking and/or its owner in a documented manner upon company formation or thereafter shall be considered.

4.3.5 In the case of transactions initiated by an application for unconditional suretyship submitted on or before 14 October 2021: the criteria set out in section 4.3.3 b)-h) and k) must be examined over an at least 30 (thirty) day period between 1 February 2020 and 31 May 2021 through a comparison with the same period of 2019 or 2020 or (and for the cases specified in section 3.3.4, with the pro rata fulfilment of the business plan for 2020 or 2021), and at least a 20% (twenty percent) reduction/change needs to be demonstrated.

In the case of transactions initiated by an application for unconditional suretyship submitted after 14 October 2021: the criteria set out in section 4.3.3 b)-i) and k) must be examined through a comparison of the entire year of 2020 with the same period of 2019 or of an at least 6 (six) month period between 1 January 2021 and 30 November 2021 with the same period of 2019 or 2020, and at least a 20% (twenty percent) reduction/change needs to be demonstrated.

4.3.6 The Obligor may also verify the fulfilment of the conditions set out in section 4.3.3 b)-k) with a general ledger not older than 90 (ninety) days, with its own declaration or other documents. The Obligea shall examine the persistence of the temporary, severe liquidity difficulties with due care reasonably expected from financial institutions based on the data provided by the Obligor, and shall make a statement on the fulfilment of one or several conditions set out in section 4.3.3 upon submitting the application for suretyship. The Obligea will make a statement on the fulfilment of the conditions on the pre-screening sheet, and the submission of its statement with a content acceptable to the Bank shall be a precondition to the conclusion of the Contract.

4.3.7 The economic activities registered under the following NACE codes shall qualify as sectors with export potential:

- 01 Crop and animal production, hunting and related service activities
- 02-20 Logging
- 02-30 Gathering of wild growing non-wood products
- 03 Fishing and aquaculture
- 10-12: Manufacture of food products, beverages and tobacco products
- 13-15: Manufacture of textiles, wearing apparel and leather and related products
- 16: Manufacture of wood, products of wood and cork (except furniture) and plaiting materials
- 17: Manufacture of paper and paper products
- 18: Printing and reproduction of recorded media
- 19: Manufacture of coke and refined petroleum products
- 20: Manufacture of chemicals and chemical products
- 21: Manufacture of basic pharmaceutical products and pharmaceutical preparations
- 22: Manufacture of rubber and plastic products
- 23: Manufacture of other non-metallic mineral products
- 24: Manufacture of basic metals
- 25: Manufacture of fabricated metal products, except machinery and equipment
- 26: Manufacture of computer, electronic and optical products
- 27: Manufacture of electrical equipment
- 28: Manufacture of machinery and equipment n.e.c.
- 29: Manufacture of motor vehicles, trailers and semi-trailers
- 30: Manufacture of other transport equipment
- 31-32: Manufacture of furniture; Other manufacturing
- 33: Repair and installation of machinery and equipment

38-39: Waste collection, treatment, and disposal activities, materials recovery; Remediation activities and other waste management activities
 49: Land transport and transport via pipelines, subject to license 49.3 Other passenger land transport
 50: Water transport
 51: Air transport
 52: Warehousing and support activities transportation
 53: Postal and courier activities
 55: Accommodation
 58: Publishing activities
 59-60: Motion picture, video and television programme production, sound recording and music; Programming and broadcasting activities
 61 Telecommunications
 62-63: Computer programming, consultancy and related activities
 69-70: Legal and accounting activities; Activities of head offices; management consultancy services
 71: Architectural and engineering activities; technical testing and analysis
 72: Scientific research and development
 74-75: Other professional, scientific and technical activities; Veterinary activities

4.3.8 The aid specified in the Program may not be granted to Obligors

- a) that qualified as experiencing difficulties already on 31 December 2019 under the GBER Regulation,
- b) that operated at a loss both in 2018 and 2019 on the level of EBITDA and after-tax profit,
- c) whose capital adequacy (that is, the ratio of its equity to the balance sheet total) is below 15% (fifteen percent).

4.3.9 An undertaking in the financial sector may not be the final beneficiary (that is, the Obligor) of the aid granted pursuant to the conditions specified in the Program.

4.3.10 The aid under the Program may not be granted to an Obligor against whom there are grounds for exclusion as specified in Annex No. 1/A of the Bank's business regulations in effect upon the conclusion of the Contract ("Customers excluded from financing"). For the purposes of these GTC and the Contracts, the term "financing" in the referenced annex of the business regulations shall be understood to mean "unconditional suretyship", while the term "Customer" shall also mean "Obligor".

4.3.11. In the framework of the Program, the Bank does not assume suretyship in terms of Loans that are aimed at financing transactions that receive other state subsidy in an inadmissible manner pursuant to the provisions of section 3.

4.3.12 In the framework of the Program, the Bank does not assume suretyship in terms of Loans that are aimed at financing transactions in terms of which there are grounds for exclusion as specified in Annex No. 2 of the Bank's business regulations in effect upon the conclusion of the Contract ("Transactions excluded from financing"). For the purposes of these GTC and the Contracts, the term "financing" in the referenced annex of the business regulations shall be understood to mean "unconditional suretyship".

5. THE LOAN SECURED BY UNCONDITIONAL SURETYSHIP

5.1. The Obligee may use the unconditional suretyship available in the framework of the Program to provide Working Capital Loans or Investment Loans.

5.2. The Obligee may provide the Loan from its own sources, from a refinancing loan requested from the Bank – except for loans provided in the framework of the Bank's Compensation Loan Protection Program – or any other source provided that the Obligee adheres to the rules on aid cumulation set out in chapter 3.

5.3 The principal amount of the Loan may not exceed:

- a) twice the annual payroll costs of the Obligor in 2019 (or in the last year for which such data are available) (including social security contributions and the payroll costs of personnel working on the company's premises but officially employed by subcontractors). In the case of undertakings established after 1 January 2019, the maximum loan amount shall not exceed the estimated payroll costs of the initial two years of operation,
- b) 25% of the Obligor's total turnover in 2019.

Where points a) or b) do not apply, in appropriately justified cases, after the Bank's case-by-case assessment, the amount of the Loan may be increased on the basis of the Obligor's declaration on its liquidity needs in order to cover the next 18 months' liquidity requirements for SMEs and the next 12 months' liquidity requirements for Large Enterprises (including Small Mid-caps and Mid-caps), from the date the loan was granted.

5.4 The Loan's currency may only be Hungarian Forints, Euros or US dollars.

5.5 The term of Working Capital Loans, including any extensions, shall be maximum 3 (three) years from the date the contract is concluded. In the case of revolving loans, the term shall be maximum 12 months. The term of Investment Loans, including any extensions, shall be maximum 6 (six) years from the date the contract is concluded.

5.6 The grace period of Working Capital Loans shall be maximum 12 months, while the grace period of Investment Loans shall extend to maximum 24 months.

5.7. The Obligee shall agree with the Obligor that the Loan shall be repaid – following the grace period, if applicable – on a monthly basis, in every 3 (three) months or every 6 (six) months in equal or individually determined principal repayment instalments. In the framework of the Program, the Bank does not assume suretyship for balloon loans. Bullet-type repayment is only permitted in the case of working capital loans of maximum 12 months' term.

5.8 In the case of Investment Loans, the Obligor shall have own resources available. In the case of Investment Loans, the rate of own resources shall be at least 10% (ten percent) of the net cost of the investment in the case of purchasing machinery and equipment, and 15% (fifteen percent) in other cases.

5.9 The inspection tasks related to the use of the Loan purpose shall be carried out by the Obligee pursuant to its own internal regulations and the criteria specified in the framework of the Program. The Obligee shall, prior to the conclusion of the Contract, obtain the Obligor's statement authorizing the Obligee and the Bank, either separately or collectively,

to inspect the following at any time, even at the site in cases when a prior notice is given, by at all times maintaining the confidentiality of trade and bank secrets:

- a) the Loan documentation,
- b) the performance or fulfilment of the conditions for concluding the contract, for the contract to take effect and for disbursement as specified by the Bank,
- c) the invoices, accounting documents related to the use of the Loan purpose, in the case of investments, the reports of the technical expert, the investment project itself on-site during construction, the certification of completion of the investment project and
- d) the events and occurrences subject to mandatory data provision pursuant to the provisions of these GTC.

5.10. In the framework of the Program, the Bank grants unconditional suretyship for (i) new Loans taken out for the purpose of refinancing and (ii) new Loans taken out for investments initiated from the borrower's own resources.

5.11 The term of new Loans taken out for the purpose of refinancing may be longer and their amount may also exceed the term and amount of the loan to be refinanced. The interest rate of the new Loan taken out for the purpose of refinancing may not exceed that of the loan to be refinanced.

A further limitation for Investment Loans is that only loans financing incomplete investments, that is, investments not yet commissioned under the Accounting Act may be refinanced. The Obligeé may have provided the investment loan to be refinanced from its own resources, from a refinancing loan requested from the Bank – except for loans provided in the framework of the Bank's Compensation Loan Protection Program – or any other source provided that the Obligeé adhered to the rules on aid cumulation set out in chapter 3.

In other matters, the new Loan taken out for the purpose of loan refinancing shall comply with the criteria set out in this chapter 5.

5.12 In the framework of a new Loan taken out for an investment initiated using the borrower's own resources, only the costs of investment projects that are incomplete, that is, not yet commissioned under the Accounting Act may be refinanced. Only invoices paid within 365 days may be financed post-shipment.

In other matters, the new Loan taken out for new investment initiated from own resources shall comply with the criteria set out in this chapter 5.

6. APPLICATION FOR UNCONDITIONAL SURETYSHIP

6.1 The Obligeé shall submit the application for unconditional suretyship under the Program to the Bank in writing, in a form used by the Bank for such purpose, by attaching any annexes listed therein on or before 15 December 2021 to the karenhyitokezesseg@exim.hu e-mail address.

6.2 The Bank shall assess the application submitted by the Obligeé on the basis of its own internal rules and within the deadlines specified therein, and shall notify the Obligeé about the results of its decision. If the Bank's competent body makes a positive decision in this respect, the Bank will conclude the Contract with the Obligeé on or before 31 December

2021, setting down the individual terms and conditions of the unconditional suretyship concerned.

7. CONTRACTING AND THE CONDITIONS FOR CONTRACT CONCLUSION:

7.1. Based on the Obligee's relevant application, the Bank will conclude a Contract with the Obligee for the assumption of suretyship if

- a) the Obligee has concluded the financial intermediation contract on behalf, for the benefit and at the risk of the Bank in terms of the unconditional suretyship granted in the framework of the Program,
- b) the Loan Contract and the collateral agreements attached as an annex to the application for unconditional suretyship have been validly made and are existing, or, if the Bank agrees to this, the real estate mortgage right(s) stipulated in relation to the Loan have been registered at least as margin notes in the real estate registry) and the Obligee as well as the person providing collateral in question fulfilled their related obligations until the termination of the Contract;
- c) the Obligee, the Obligor, the Loan and the transaction specified as the purpose of the Loan comply with all criteria set out in the Bank's business regulations, these GTC and the Contract,
- d) no grounds for exclusion set out in the Bank's business regulations, these GTC and the Contract exist in relation to the Obligee, the Obligor, the Loan and the transaction specified as the purpose of the Loan, and
- e) the Obligee fulfilled all conditions for contract conclusion as set out in this section.

7.2 The conditions for contract conclusion are as follows:

- a) signing of the identification data sheet not older than 60 (sixty) days with the Obligor's corporate signature, submission of the original to the Obligee,
- b) if requested by the Bank: signing of the beneficial owner's declaration with the Obligor's corporate signature, submission of the original to the Obligee, based on which declaration it can be established that the Obligor is transparent,
- c) if requested by the Bank: signing of the declaration on the establishment of controlled foreign corporation status with the Obligor's corporate signature, submission of the original to the Obligee, based on which declaration it can be established that the Obligor does not qualify as a controlled foreign corporation,
- d) signing of the anti-corruption declaration pertaining to the transaction financed by the Loan and not older than 60 (sixty) days with the Obligor's corporate signature, and submission of the original to the Obligee, which declaration certifies that none of the corruption crimes specified in Chapter XXVII of Act C of 2012 on the Criminal Code have been committed regarding the financed transaction,
- e) providing the Bank with the valid Loan Contract compliant with these GTC and the Contract as well as the valid financed contract fully compliant with the provisions of these GTC,
- f) providing the Obligee with a copy of the Obligor's effective deed of foundation, the original of which has been presented by the Obligor,
- g) providing the Obligee with the original specimen signatures or sample signatures countersigned by a lawyer of the persons entitled to make a statement in relation to the Credit Contract,
- h) the Obligor is registered in the company registry or the registry of sole proprietors,
- i) if so required by the deed of foundation of the Obligor or the persons providing collateral, the resolution of the competent decision-making body of the Obligor or

the persons providing collateral containing its approval according to which the Obligor, the collateral provider or the representative (proxy) acting on its behalf may conclude the Loan Contract concerned and the relevant collateral contracts, and making available to the Obligee the original document certifying this fact. The requirement to submit the resolution of the competent decision-making body may be waived in the case of the representative of the Obligor and the collateral provider registered in the company registry if the Obligee has agreed with the Obligor and the collateral provider that, in terms of the representative of the Obligor and the collateral provider registered in the company registry, the limitation of the right of representation and subjecting its statement to a condition or approval will take effect with an express warning notice to the Obligee and the Obligee has not received such notice from the Obligor; the signing of the application for suretyship and the related customer declaration with the Obligee's corporate signature, and submission of its original to the Bank together with its annexes,

- j) signing of the declaration on state subsidies used regarding the transaction as per the purpose of the Loan with the Obligor's corporate signature, submission of the original to the Obligee,
- k) signing of the declaration of acknowledgement and waiver of bank secrecy – based on which the Bank can provide information about the Obligor, the Loan and the suretyship in the framework of the data provision to be prepared for the European Commission – not older than 60 (sixty) days with the Obligor's corporate signature, submission of the original to the Obligee,
- l) signing of the consent form to the data provision and on-site inspection taking place in the framework of the inspection set out in section 5.9 of these GTC not older than 60 (sixty) days with the Obligor's corporate signature, submission of the original to the Obligee, and
- m) signing of the declaration specified in section 4.36 of these GTC by the Obligee, submission of the original to the Obligee,

7.3 The Obligee shall inspect the conditions for contract conclusion set out in points a)-d), f)-i) and k)-n) of section 7.2 and will only provide them to the Bank upon the submission of the application for enforcement. The Bank may, at any time prior to the submission of the application for enforcement, request that the referenced conditions for conclusion of contract be made available to it, in which case the Obligee shall satisfy the Bank's request within 15 (fifteen) days from the receipt of the request.

8. FEES, COSTS, DEFAULT INTEREST, TAXES

8.1 Suretyship fee

8.1.1 The Obligee shall pay a pro-rata suretyship fee to the Bank for the suretyship at a rate specified in the Bank's List of Terms and Conditions as may be in effect from time to time and in the Contract.

8.1.2 The percentage of the suretyship fee per Loan increases in the 2nd (second) and 4th (fourth) year of the Loan's term according to the Bank's List of Terms and Conditions, for the purposes of which each year started is considered a full year. In the case of an extension, the suretyship fee must be calculated as if the term of the loan had been the extended term originally, therefore, from the 2nd and 4th year on, the suretyship fee will increase in accordance with the provisions of this section.

8.1.3 In the case of amortising Loans, the suretyship fee will be charged per the Loan amount upon the effective date of the suretyship, and then on each Anniversary of the effective date of the Contract, per the principal amount of the Loan. The Obligees shall, at least 10 (ten) Working Days prior to each Anniversary, inform the Bank in writing of the principal amount outstanding on the Anniversary. In the event the Obligees fail to comply with the data provision obligation or fulfil it late, the Bank may determine the outstanding principal amount as the basis of fee calculation based on its own records, however, the Obligees may only re-invoice the suretyship fee to the Obligor per the principal debt actually outstanding based on the Loan Contract.

8.1.4 In the case of Revolving Loans, the suretyship fee will be charged per the same amount until the expiry of the Suretyship, that is, the amount of the credit line upon the effective date of the Contract – taking into account both the used up and available part thereof –, and the Bank does not need to be informed of the principal amount.

8.1.5 In the case of suretyships expiring within a year, the suretyship fee will be due in a lump sum, within 15 (fifteen) days from the signing of the Contract by both Parties. In the case of long-term suretyships, the amount of the suretyship fee due for the next year must be paid annually. The suretyship fee due for the first year shall be paid within 15 (fifteen) days from the signing of the Contract by both Parties.

8.1.6 The Obligees shall pay the above suretyship fees to the Bank's account specified in the Contract or in another notice.

8.1.7 The Obligees shall pay the suretyship fee to the Bank in the currency of the suretyship. If payment is made in a currency other than the currency of the suretyship, the Bank shall be entitled to execute the conversion, in the course of which the exchange rate quoted by the Hungarian Central Bank on the day of conversion shall be applied.

8.1.8 If the Loan is repaid in full prior to its original maturity, the Bank will reimburse the pro-rata part of the fee paid for the concerned year within 15 (fifteen) Working Days from receipt of the Obligees' relevant notice provided that the sum of the fee to be repaid reaches or exceeds HUF 10,000 (ten thousand Forints).

8.2 Amendment fee

8.2.1 In the event the Contract or the collaterals are amended, the Bank may charge an amendment fee against the Obligees at a rate specified in the Bank's List of Terms and Conditions in effect from time to time.

8.2.2 The amendment fee is due in a lump sum by the deadline specified in the invoice issued by the Bank.

8.2.3 The Obligees shall pay the above amendment fees to the Bank's account specified in the Contract or in another notice.

8.2.4 The Obligees shall pay the amendment fee to the Bank in the currency of the suretyship. If payment is made in a currency other than the currency of the suretyship, the Bank shall be entitled to execute the conversion, in the course of which the exchange rate quoted by the Hungarian Central Bank on the day of conversion shall be applied.

8.3 Default interest

8.3.1 The Obligees shall pay default interest on the overdue debt starting from the due date until the day of actual payment, in the extent specified in the Bank's List of Terms and Conditions in effect from time to time.

8.4 Costs

8.4.1 All costs incurred in relation to the maintenance, safeguarding, inspection of the Loan's collaterals and their enforcement prior to the performance of the suretyship shall be borne by the Obligees.

8.4.2 The Obligees shall, within three working days from the receipt of the Bank's relevant written notice, pay the Bank any – newly arising or increased – costs arising from compliance with a legal provision enforced or amended after the conclusion of the Contract, the Commission Communication or the Commission Regulation (including any amendments in the interpretation or application of such legal provision, Commission Communication and Commission Regulation) in relation to the Contract.

8.5 Tax

All considerations payable by the Obligees under the Contract are to be understood as exclusive of VAT. If any of the services provided by the Bank is subject to VAT, the Obligees shall pay such consideration increased with the amount of the VAT.

8.6 Re-invoicing to the Obligor

The Obligees shall be entitled to re-invoice any fee, cost, default interest and tax specified in this chapter 8 to the Obligor, by adhering to the rules laid out in the Contract in terms of passing on the discount.

9 THE COLLATERALS

9.1. The collaterals related to the Contract – starting from the performance of the suretyship – shall be assigned to the Bank as security for its claim for reimbursement against the Obligor in accordance with the provisions of Paragraph (3) of Section 6:57 of the Ptk. pro-rated to the amount of the suretyship.

9.2 The Obligees shall take all necessary measures to ensure that the collaterals related to the Contract are established, maintained and enforceable, and their value is preserved by also complying with the conditions set out in these GTC. If the Obligees fails to comply with this obligation and thereby prejudices the existence, value and enforceability of the collaterals, the Bank, or its designated representative, shall be entitled to act directly on the Obligees' behalf and at its expense or to initiate the necessary official or court proceedings, or to enforce the legal consequence set out in section 9.12 at its own discretion.

9.3 The Bank's unconditional suretyship is aimed at reducing the Obligees' risk arising from the Loan Contract, and not the risk of the persons providing collateral to the Loan. With regard to the above, the Obligees shall ensure that the collaterals are established until the conclusion of the Contract pursuant to the collateral contracts attached as an annex to the application for suretyship and securing the claims arising from the Loan Contract, while

after the Contract is concluded, the Obligee may only accept the additional suretyship or charge (including collateral deposits) proposed by the Obligor as collateral to the Contract with the Bank's prior written approval. The suretyship and pledge agreement (including the collateral deposit agreement) shall include the agreement of the Obligee and the collateral provider that they deem the suretyship or the charge (including the collateral deposit) to have been established prior to the unconditional suretyship of the Bank, the surety and the pledgor (including the person providing the collateral deposit) waive their right to enforcement of claims they are entitled to pursuant to Paragraph (2) of Section 6:427 and Section 6:428 of the Ptk. against the Bank, and undertake to fulfil the obligations they are subject to pursuant to the suretyship or the charge (including the security deposit) against the Bank following the Bank's performance.

9.4 The Obligee shall use, handle, operate, and appropriately safeguard and maintain the assets serving as collateral – if such objects are in its possession– in a condition suitable for their appropriate use, and it shall fulfil all of its obligations stipulated by law in this respect, and shall prescribe such obligations for the collateral provider in the collateral contract(s) related to the Loan.

9.5 The Obligee shall prescribe for the collateral provider in the collateral contract(s) related to the Loan to maintain the collaterals in the required extent, to ensure that they are enforceable, and it shall enforce the claims when they become due for payment.

9.6 The Obligee shall prescribe for the collateral provider in the collateral contract(s) related to the Loan to conclude a fully comprehensive ("all-risks") insurance contract with respect to the assets constituting the object of the collateral, with an insurance company and under terms and conditions acceptable to the Obligee, and it shall maintain such insurance until all of its obligations arising from the Loan Contract have been performed. The Obligee shall furthermore prescribe for the collateral provider in the collateral contract(s) related to the Loan to create, in the insurance contract (policy), a mortgage right in favour of the Obligee on the claim against the insurer or designate the Obligee as assignee, co-assured or beneficiary in respect of the claim against the insurer. The Obligee shall verify that the insurance premium has been paid. The Obligee, after obtaining the Bank's prior written consent, may permit the use of the insurance (compensation) sum for purposes other than restoring the insured asset.

9.7 The Obligee shall immediately inform the Bank about any such circumstances as have a negative impact on the value or enforceability of the collaterals, as well as about any changes that have occurred in the Collaterals. The Bank, or an expert commissioned by the same, is also entitled to conduct an on-site inspection to determine whether the condition and handling of the collaterals are appropriate.

9.8 The Obligee shall, in the event of an increase in the value or a reduction in enforceability of the collateral, their deterioration or sale, take measures to supplement the collaterals at least to the extent deemed necessary in order to ensure the restoration of the coverage ratio existing at the time of contract conclusion.

9.9 After the Bank's claim for reimbursement is established, the Bank may enforce its claims due against the Obligor based on the intermediation contract concluded with the Obligee, with the Obligee's co-operation. The conclusion of the intermediation contract does not preclude the Bank from exercising the rights defined in the individual collateral contracts and in the legal rules related to the collaterals concerned at its own discretion.

9.10 At the Bank's relevant request, the Obligee shall co-operate with the Bank in the registration of the collaterals remaining pursuant to Paragraph (3) of Section 6:57 of the Ptk. to the Bank's benefit in the relevant registries, the acquisition of the collateral's possession, the amendment of the collateral deposit agreement, informing the collateral providers and demanding to pay.

9.11 If the Obligee enforces the collaterals, the Obligee shall settle accounts with the Bank regarding any sums received in the course of enforcing the collaterals and shall transfer the sum due to the Bank within 15 (fifteen) days to the bank account specified in the Contract. The provisions of section 13.2 shall apply to the ratio of settlement.

10. REPRESENTATIONS AND WARRANTY DECLARATIONS

10.1 The Obligee's representations

By signing the Contract, the Obligee makes the following representations in favour of the Bank and in order for the Bank to assume suretyship for the principal amount arising from the Loan Contract, and the Bank grants the suretyship assuming that the following representations are true: When submitting an application for enforcement, it shall be assumed that the Obligee has repeated the following representations – except for that set out in section 10.5 – and has declared that these representations are true at the time of presenting the demand as well.

10.2 Legal status

The Obligee, and, based on the inspections carried out by the Obligee, the Obligor is a validly established and registered business entity and it has the appropriate legal capacities to dispose over its assets and to conduct its business activities.

10.3 Rights and authorisations

The Obligee has all the rights and authorisations necessary for concluding the Contract and for performing its obligations arising therefrom. The Obligee warrants to the Bank that both he Obligee and the Obligor have all the rights and authorisations necessary for concluding the Loan Contract and for performing their obligations arising therefrom.

10.4 Obligations of binding force

The obligations of the Obligee arising from the Contract and the Loan Contract are lawful, valid, legally binding, enforceable and executable, they do not violate the Obligee's deed of foundation or any other agreement binding the Obligee. The Obligee warrants to the Bank that the obligations of the Obligor arising from the Contract and the Loan Contract are lawful, valid, legally binding, enforceable and executable, they do not violate the Obligor's deed of foundation or any other agreement binding the Obligor.

10.5 Financial solvency

Neither the Obligee nor the Obligor are insolvent and no bankruptcy, dissolution, liquidation, compulsory strike-off or distraint proceedings are in progress or have been instituted against it, or are otherwise threatening.

10.6 Information

Unless the Obligees has notified the Bank about any difference in writing:

- a) the Obligor's financial report made available to the Bank by the Obligees is true and correct to the Obligees's knowledge,
- b) the contents of the application for suretyship and the annexes thereto prepared by the Obligees are true and correct,
- c) the Obligees has verified all information made available to the Bank as annexes to the application for suretyship and obtained from the Obligor or third parties—including in particular any other information delivered in relation to the Loan Contract and the related collateral contracts – with due care reasonably expected from financial institutions, and has confirmed that there are no grounds for exclusion that would render the conclusion of the Contract impossible;
- d) since the handover of the information related to the collaterals, no such changes have occurred to the value, marketability or legal status of the collateral as would have a detrimental impact on the Bank's right to claim reimbursement or on the enforceability of such rights.

10.7 Compliance with the law, no proceedings underway

The Obligees has not committed any violation of the law, and no such court or other proceedings or investigations are in progress against it as would have a detrimental impact on the Bank's ability to fulfil its payment and other obligations set out in the Contract or in these GTC.

10.8 Taxation, lawful use of subsidies

The Obligees has verified in terms of the Obligor and warrants to the Bank that:

- a) The Obligor has no overdue tax, customs, social insurance debts or other public debts that may be collected in the same manner as are taxes ("Tax").
- b) In relation to taxes, no claim validation proceedings have been, or may reasonably be expected to be, instituted against the Obligor.
- c) The Obligor is solely under the jurisdiction of the Hungarian tax authority.

10.9 Representations pertaining to the conditions for conclusion of contract

The Obligees represents and warrants that the conditions for conclusion of the contract set out in points a)-d), f)-i) and k)-n) of section 7.2 of these GTC have been fulfilled, it has verified them with due care reasonably expected from a financial institution and has confirmed that there are no grounds for exclusion that would render the conclusion of the Contract impossible.

11. COMMITMENTS

11.1 The Obligees's commitments

The Obligees agrees to fulfil the following requirements as a condition to the assumption of the suretyship by the Bank.

11.2 Compliance with the law and the contract

The Obligee agrees to perform the following commitments in respect of itself and undertakes to impose on the Obligor in the Loan Contract provisions identical to the following:

- a) it fully complies with all substantial legal rules applicable to it and with its contractual obligations,
- b) it shall, within the stipulated deadline, repay all its public debts and fulfil all other payment obligations, and
- c) it shall, without delay, acquire all the permits and authorisations necessary for the performance of its activity and for the fulfilment of its obligations, it shall continually comply with the conditions set out therein, and it shall maintain their effect and validity.

11.3 Regular business activity

The Obligee agrees to prescribe for the Obligor in the Loan Contract provisions identical to the following:

- a) it shall use and utilise its assets in compliance with the regular business activity, and
- b) it shall only establish any business relationships under market conditions and in compliance with the arm's length principles.

11.4 Indemnification, penalty

11.4.1 The Obligee shall – in addition to any other consequences defined in the Contract, the GCT and the legal provisions – bear full liability for any damages caused to the Bank resulting from the breach by Debtor of its obligations.

11.4.2 In the event that the Obligee fails to fulfil any of its obligations to provide information as stipulated in these GTC or the Contract, and it also fails to remedy such default within 15 (fifteen) days from the receipt of the Bank's related notice, the Bank may charge a penalty for late performance in the amount of HUF 100,000 (hundred thousand) from the expiry of the deadline until the day of fulfilment of the obligation to provide information (assuming 30-day months). Payment of the penalty for late performance does not exempt the Client from fulfilling its reporting obligation. In addition to the penalty, the Bank may enforce damages in excess of the penalty.

11.5 Disclosure and reporting obligations

11.5.1 Monitoring of the Loan and the collaterals is performed by the Obligee. The Obligee shall inform the Bank of the result of such monitoring as follows.

11.5.2 The Obligee shall make available the result of the monitoring to the Bank via the form provided by the Bank in every calendar half year, at latest within 2 (two) months following the calendar half year in question in the case of Loans with a value not exceeding HUF 300 million and in each calendar quarter, at latest within 2 (two) months following the calendar quarter in question in the case of Loans with a value exceeding HUF 300 million. Upon the effective date of these GTC, the form contains the following (in the case of modification to the form, the Bank shall give prior notice to the Obligee):

- a) presenting any negative changes concerning the Obligor, the Loan, the collaterals, and, in the case of Investment Loans, the investment,

- b) declaration on changes in the Obligor's ownership structure exceeding 10% (ten percent),
- c) presenting reductions of the coverage value of certain collaterals of the claims arising from the Loan exceeding 20% (twenty percent), submission of the modified valuation of assets,
- d) declaration on the Obligor's transactions qualifying as "non-performing" or "restructured" pursuant to MNB Decree No. 39/2016. (X.11.) on Prudential Requirements Relating to Non-performing Exposures and Restructured Receivables (hereinafter: **MNB Decree No. 39/2016. (X.11.)**), by indicating the contract number in the case of claims due to the Bank or the Bank's outstanding claims,
- e) if the Obligor has been subjected to special treatment, presenting the strategy, action plan followed against the Obligor and the changes to the previously presented strategy and action plan,
- f) comparative presentation of the Obligor's business figures (net sales revenues, operating profit, pre-tax profit, and, if the Obligor is subject to special treatment, updated stock of customers and suppliers) (i) for the given calendar half year and calendar quarter, and (ii) for the same period in the preceding the subject year,
- g) the Obligor's projection for the enforcement of the suretyship, stating the expected date, amount, current value of the collateral securing the Loan (if a valuation is available, the value determined by the most recent valuation) if there is a probability of enforcement,
- h) the value of the collaterals of the Loan accepted by the Obligor, otherwise their book value, and
- i) additional important information.

11.5.3 In addition to the regular disclosure obligation set out in section 11.5.2, the Obligor shall inform the Bank of the following events out of turn, at latest within 15 (fifteen) days from their occurrence:

- a) any material circumstances affecting the performance of the obligations included in the Loan Contract, including in particular but not limited to any changes that would unfavourably influence the Bank's reimbursement claim against the debtor;
- b) termination of the Loan Contract,
- c) the Obligor qualifies the Loan as "restructured" pursuant to MNB Decree No. 39/2016. (X.11.),
- d) the Obligor qualifies the Loan as "non-performing" pursuant to MNB Decree No. 39/2016. (X.11.),
- e) the Obligor delayed with its payment obligations arising from the Loan Contract for more than 30 (thirty) days,
- f) the Obligor delayed with its payment obligations arising from the Loan Contract for more than 90 (ninety) days,
- g) the Obligor failed to pay the last instalment of the Loan Contract upon its due date or did not pay it in full,
- h) a temporary payment moratorium was ordered by the court against the Obligor following the filing of the application for bankruptcy,
- i) the settlement offer prepared by the Obligor in the course of the bankruptcy proceeding pending against the Obligor,
- j) a liquidation order against the Obligor has been published in the Company Gazette,
- k) a voluntary solvent dissolution order against the Obligor has been published in the Company Gazette,

- l) a compulsory strike-off order against the Obligor has been published in the Company Gazette,
- m) the Obligor has been deleted from the company registry,
- n) the Obligee has received an invitation to intervene in enforcement proceedings against the Obligor; and
- o) pursuant to the Annex of MNB's "Executive circular on the use of macroeconomic information under IFRS 9 and the factors indicating significant increase of credit risk" dated on 25 June 2018, the occurrence of any of the Stage 2 indicators identified as best practice in the framework of the monitoring activity in terms of the Obligor, by specifying the occurred Stage2 indicator(s).

11.5.4 In addition to the regular disclosure obligation set out in section 11.5.2, the Obligee shall inform the Bank of the following events out of turn, at latest within 30 (thirty) days from their occurrence:

- a) the extension of the final maturity of the Loan not exceeding 30 (thirty) days or the rescheduling of the instalments by adhering to the provisions of sections 5.5-5.7 of these GTC,
- b) encumbering the pledge object pursuant to the blanket mortgage constituting the collateral securing the Obligee's claims arising from the Loan Contract as well as other claims against the Obligor with claims arising from other loans or increasing the sum of the blanket mortgage,
- c) a change in the ownership of the pledge object constituting the collateral for the claims arising from the Loan Contract (including the subject of the collateral deposit),
- d) the Obligor has fulfilled the Obligee's claims arising from the Loan Contract in full, and
- e) there has been a change in the Obligor's data (company name, registered office, tax registration number).

11.5.5 Based on the information provided by the Obligee, the Bank may address questions to the Obligee, and the Obligee shall answer such questions within 15 (fifteen) days from receipt.

11.6 Commitments related to the Bank's prior consent

11.6.1 The Obligee shall obtain the Bank's prior written consent before the following:

- a) extension of the final maturity of the Loan Contract, in compliance with the provisions of section 5.5 of these GTC,
- b) modification of the collaterals for claims arising from the Loan Contract, including the case where the Obligee sells the pledge object in order to protect the pledge and where the Obligee wishes to exercise its purchase option (new suretyship or charge – including collateral deposit – may be established pursuant to section 9.3 of these GTC).
- c) if the collateral provider wishes to establish a new charge on the pledge object constituting the collateral for the claim arising from the Loan Contract,
- d) the division or consolidation of the real property encumbered with a mortgage to secure the claim arising from the Loan Contract,
- e) if the pledgor wishes to contribute the pledge object constituting the collateral for the claim arising from the Loan Contract into a business entity,
- f) establishing a charge on the claim arising from the Loan Contract,
- g) the transformation, merger or de-merger of the Obligor,

- h) if, as a result of assumption of debt, the person of the Obligor changes,
- i) changes in the Obligee's person as a result of transfer or assignment of claims, or
- j) modification of the conditions for concluding the contract, for the contract to take effect and for disbursement as specified in the Loan Contract.

11.6.2 The Obligee may submit its request in accordance with section 11.6.1 in writing, by indicating the Contract number. The Bank will assess the request within 7 (seven) Working Days from receipt and will inform the Obligee of the result of such assessment. In the case of failure to inform the Bank or informing the Bank late, the Bank's consent may not be deemed given and the absence of the consent or the late performance thereof shall not constitute a waiver of rights.

12. USE OF THE UNCONDITIONAL SURETYSHIP (ENFORCEMENT)

12.1 Conditions of enforcement

12.1.1 The Obligee, as well as the obligee of the claims arising from the Loan Contract as may change from time to time may enforce the unconditional suretyship assumed by the Bank with a written application if any of the following Enforcement Events take place:

- a) the Obligee has terminated the Loan Contract properly and lawfully, in the case of a compulsory strike-off proceeding, before the order ruling for the Obligor's strike-off has been made,
- b) the Obligor failed to pay the last instalment specified in the Loan Contract and the Obligor failed to perform even at the Obligee's notice to pay sent after the breach,
- c) the bankruptcy order against the Obligor has been published in the Company Gazette,
- d) a liquidation order against the Obligor has been published in the Company Gazette,

12.1.2 The Obligee shall, prior to the submission of the application for enforcement to the Bank, initiate the enforcement of its claims arising from the Loan Contract against the Obligor and the collaterals.

12.1.3 If a bankruptcy proceeding has been initiated against the Obligor, enforcement shall take place pursuant to sections 12.2.4 and 12.2.5 of these GTC.

12.2 Deadline for enforcement

12.2.1 The unconditional suretyship assumed by the Bank may be enforced within 3 (three) months from the following dates:

- a) the date of termination of the Loan Contract,
- b) the payment deadline of the last instalment specified in the Loan Contract,
- c) the day on which the bankruptcy order against the Obligor has been published in the Company Gazette,
- d) the day on which the liquidation order against the Obligor has been published in the Company Gazette,

12.2.2 If several Enforcement Events have occurred, the deadline shall be calculated from the earliest of the dates specified in section 12.2.1.

12.2.3 At the Obligee's relevant request, the Bank will extend the deadline specified in section 12.2.1 available for enforcement by 2 (two) months. The Obligee may submit the application for extending the deadline for enforcement within the deadline available for enforcement. The Bank will inform Obligee of the result of the assessment of the application and the last day of the extended enforcement deadline.

12.2.4 If a bankruptcy proceeding has been initiated against the Obligor, the Obligee shall send to the Bank the bankruptcy arrangement offer and the related documentation within 3 (three) days from receipt. The Bank, based on the documents submitted to it, will decide on whether it will perform the Obligor's debt against the Obligee within 8 (eight) days where possible. If the Bank does not perform and thus does not replace the Obligee in the bankruptcy proceeding, the Obligee may request partial performance by the Bank within 3 (three) months from the date the court order approving the bankruptcy proceeding became final and binding. If the bankruptcy arrangement is not terminated as a result of the Obligor's performance, the Obligee shall be entitled to enforce the part of the remaining amount of the debt not released under the bankruptcy arrangement and secured by the Bank within 3 (three) months from the date the bankruptcy arrangement is terminated. The provisions of chapter 4 of these GTC and the Contract shall apply to the basis and extent of the unconditional suretyship assumed by the Bank in this case as well. In the cases specified in this section, the general provisions of section 12 of these GTC shall apply mutatis mutandis to the submission and assessment of the relevant application.

12.2.5 If any of the Enforcement Events occur prior to the initiation of the bankruptcy proceeding against the Obligor, however, the deadline specified in sections 12.2.1 and 12.2.2 available for enforcement does not pass until the publication of the temporary moratorium in the Company Gazette, and no final and binding court order is issued to approve the bankruptcy arrangement in the course of the bankruptcy proceeding, the deadline for enforcement shall be tolled from the date of publication of the temporary payment moratorium in the Company Gazette until the starting date of the liquidation proceeding ordered following the termination of the bankruptcy proceeding.

12.3 Application for enforcement

12.3.1 The application for the enforcement of the unconditional suretyship assumed by the Bank, which shall constitute a notice for the Bank's performance, via the form used by the Bank for this purpose. The Obligee shall inform the Obligor of the submission of the application simultaneously to submitting the same.

12.3.2 The Obligee shall attach the following to the application for enforcement:

- a) the Loan Contract and its amendments, in the case of a credit line type of Loan Contract, the Loan Contracts serving as the basis for the application for enforcement together with their amendments, as well as their notarized copies (if any),
- b) contracts concluded as collateral for claims arising from the Loan Contract and their amendments, their notarized copies (if any), and the documents certifying the valid establishment and existence of the collaterals, including in particular but not limited to the following:
 - i. in the case of a (blanket-type) real estate mortgage and purchase option: the electronic or paper-based copy of the title deed not older than 30 (thirty) days certifying the registration of the (blanket-type) real estate

- mortgage or purchase option into the real estate registry and their existence,
- ii. in the case of a real estate encumbered by right to tenancy: the waiver of the holder of the right to tenancy,
- iii. in the case of real estate in indivisible co-ownership: the usage agreement between the owners,
- iv. in the case of charge encumbering fixed assets and floating charge:
 - the notarised pledge agreement and a certificate by the Chamber of Notaries certifying the registration and existence of the charge,
 - the document certifying registration into the credit collateral registry, or
 - if the title to the fixed asset or the existence of the right is certified by a public registry, certification of the registration of the charge in the registry and the existence thereof,
- v. in the case of charges on claims or rights: a document certifying registration in the credit collateral registry, as well as the written notice to the obligor of the claim encumbered by the charge on the establishment of the charge and the notice to perform given to such person, as well as the confirmation of receipt by the obligor of the claim,
- vi. in the case of guarantees: the application for the proper drawdown of the guarantee,
- vii. in the case of collateral deposit on securities: the Obligee's confirmation that the securities not containing a non-transferability clause and with a blank endorsement are available to the financial institution, and the collateral deposit has been endorsed on the appropriate securities account for the financial institution,
- viii. in the case of assignment for security purposes: certification of the registration of the assignment for security purposes in the credit collateral registry, as well as the written notice to the obligor of the assigned claim on the assignment and the notice to perform given to such person, as well as the confirmation of receipt by the obligor of the claim,
- ix. in the case of property insurance assigned to the Obligee: the documents based on which it can be established that the assignment took place in compliance with the provisions of the Loan Contract, and, in particular, the copy of the policy certifying the fact of assignment or the certificate confirming the fact of assignment by the insurance company and proof of payment of the fee due,
- c) the documents certifying the fulfilment of the conditions for the conclusion and taking effect of the Loan Contract as well as the conditions for disbursement, the documents certifying the date of the first disbursement or the Obligee's statement on the date of the first disbursement,
- d) out of the conditions for conclusion of the Contract, the conditions that have not been submitted previously by the Obligee,
- e) if the Loan Contract has been terminated by the Obligee: the notice given to the Obligor to eliminate the cause of the breach, the notice of termination, as well as copies of any and all documents (e.g. return receipt) serving as proof that the Loan Contract has been terminated properly and lawfully,
- f) if the last instalment has not been paid: the copy of the notice to pay given to the debtor,
- g) the statement of arrears specified in section 12.5.2;

- h) in the case of a bankruptcy proceeding: the documents related to the bankruptcy proceeding, its termination, completion and the termination of the bankruptcy arrangement;
- i) in the case of submitting an application for partial performance as specified in section 12.2.4: the arrangement made in the course of the bankruptcy proceeding as well as the final and binding court order approving the same;
- j) the documents generated in relation to the collection of the claim, including in particular but not limited to the documents related to voluntary solvent dissolution, execution and liquidation (presentation of a claim/joinder by creditors, certification of the payment of registration fee, confirmation of the creditor's claim, related return receipts and postal register, etc.)
- k) any and all valuations pertaining to the collaterals, or the Obligee's declaration on the current value of the collateral,
- l) In the case of Investment Loans, certification of the availability of own resources, and
- m) in the case of compulsory strike-off: the presentation of the creditor's claim in due time and notice of termination as well as copies of any and all documents (e.g. return receipt) serving as proof that the Loan Contract has been terminated properly and lawfully.

12.3.3 the Loan and Collateral Contract must contain the commitments of the Obligor or the collateral provider that they will pay the claim due to the Bank on account of fulfilling its obligations as a surety based on its claim for reimbursement in the amount of the sum provided and its charges at the Bank's first notice via bank transfer to the bank account indicated in the notice within 8 (eight) days or to tolerate the satisfaction of such claim. The Obligor and the collateral provider shall furthermore acknowledge in the commitments that the notices given via postal mail shall be deemed delivered on the day of the first attempt at delivery if the recipient denied acceptance, and if delivery was unsuccessful because the recipient did not receive the document (i.e. the consignment was returned with the mark "unclaimed"), it shall be deemed delivered on the fifth (5th) working day following the first delivery attempt.

12.3.4 With regard to the mortgage/charge, the financial institution shall also certify that the mortgage/charge is ranked according to the provisions of the application for unconditional suretyship and its annexes, or, if the collateral was established subsequently, in the relevant notice or application.

12.3.5 If a bankruptcy proceeding, voluntary solvent dissolution, liquidation or compulsory strike-off proceeding has been initiated against the Obligor or the person providing collateral for a claim arising from the Loan Contract, regardless of whether such proceeding has been initiated before or after the application for enforcement is submitted, the Obligee shall certify without undue delay that its claim as a creditor has been submitted within the statutory deadline, and, where necessary, it has paid the fees of the proceedings, and shall submit the confirmation of submitting its claim as a creditor.

12.3.6 The Obligee shall, after the occurrence of the Enforcement Event until the completion of the collection proceeding, take all legal actions necessary to avoid the lapse of its own claims as well as – starting from the Bank's performance – the lapse of those of the Bank.

12.3.7 In the course of assessing the application for enforcement, the Bank assesses whether the Obligee's actions were in compliance with the provisions of the business regulations, these GTC, the Contract, the Loan Contract, the collateral contracts, the Commission Communication, the Commission Regulation as well as the applicable laws. In this context, the Bank may request the Obligee to submit documents and proof in addition to those listed in section 12.3.

12.4 Suspension of the enforcement proceeding

12.4.1 IN THE CASE OF A PAYMENT AGREEMENT OR LIQUIDATION AGREEMENT

12.4.1.1 The Obligee may request the suspension of the enforcement if it wishes to agree with the Obligor or the unconditional surety other than the Bank in deferred payment or payment in instalments, or if the Obligee wishes to conclude a liquidation proceeding with the Obligor. In this case, the Obligee shall attach the draft payment agreement or liquidation agreement to be concluded with the Obligor or the unconditional surety other than the Bank as well as a statement of arrears if the latter has not been sent to the Bank yet. The Bank shall decide on the suspension in 8 (eight) working days and shall inform the Obligee of its decision. In the case of failure to inform the Bank or informing the Bank late, the Bank's consent may not be deemed given and the absence of the consent or the late performance thereof shall not constitute a waiver of rights. Suspension will take place if the Obligee sends the signed payment agreement(s) or the signed liquidation agreement within 30 (thirty) days from receipt of such notice. The Obligee shall submit to the Bank the final and binding court order approving the liquidation agreement within 5 (five) working days.

12.4.1.2 The Obligee shall inform the Bank within 15 (fifteen) days if the Obligor or the unconditional surety other than the Bank has paid their debt in full.

12.4.1.3 The Obligee may request that the enforcement proceeding be resumed within 5 (five) working days from the occurrence of the following events:

- a) if the Obligor or the unconditional surety other than the Bank has breached the payment agreement and as a result the Obligee terminates the agreement,
- b) if the payment deadline set out in the payment agreement expired without any payments made, or
- c) if the order on the liquidation proceeding initiated against the Obligor or the unconditional surety other than the Bank has been published in the Company Gazette.

12.4.1.4 If it wishes to resume the enforcement proceeding, the Obligee shall attach the following to the application for resuming enforcement:

- a) the updated statement of arrears, which the Obligee shall prepare regarding the debt of the Obligor outstanding upon the termination of the payment agreement or the starting date of the liquidation proceeding, and
- b) in the case specified in point a) of section 12.4.1.3, the copy of the notice of termination given to the Obligor together with the copy of the return receipt confirming due service.

12.4.2 IN THE CASE OF BANKRUPTCY PROCEEDINGS

The Bank is entitled to suspend the assessment of the application for enforcement if it becomes aware that a bankruptcy proceeding is pending against the Obligor, from the submission of the application for bankruptcy proceeding to the company court until the bankruptcy proceeding is declared completed, or until the court orders on the initiation of the liquidation proceeding are published in the Company Gazette.

12.4.3. IN THE CASE OF CRIMINAL PROCEEDINGS

12.4.31 If, after having assessed the circumstances that have come to its attention, the Bank detects an event that indicates the commission of a criminal offence in which the involvement of an employee of the Obligee or an intermediary having a contractual relationship with the Obligee is suspected, it may suspend the enforcement proceeding and initiate negotiations with the Obligee on the necessary legal actions. The involvement of an employee means that the employee has committed the suspected criminal offence in relation to its employment.

12.4.3.2 If, in the criminal proceeding, the first instance decision of the acting court

- a) does not establish the criminal liability of the Obligee's employee or intermediary in contractual relationship with the Obligee in the criminal offence committed in relation to the Loan Contract subject to enforcement, the Bank will resume the enforcement proceeding, provided that the Obligee agrees in a declaration that if the court acting in the criminal proceeding establishes the criminal liability of the Obligee's employee or intermediary in contractual relationship with the Obligee in the criminal offence committed in relation to the given loan contract later on, the Obligee shall repay the sum paid by the Bank without undue delay,
- b) establishes the criminal liability of the Obligee's employee or intermediary in contractual relationship with the Obligee in the criminal offence committed in relation to the Loan Contract subject to enforcement, the Bank may keep the enforcement proceeding in suspended status until a final and binding judgment is rendered.

12.4.3.3 If, in the criminal proceeding, the acting court establishes the criminal liability of the Obligee's employee or intermediary in contractual relationship with the Obligee in the criminal offence committed in relation to the Loan Contract subject to enforcement with a final and binding decision, the Bank may deny the performance of the unconditional suretyship assumed by the same and may demand that any sums already paid be repaid to it.

12.4.3.4 If the Bank becomes aware that the criminal liability specified in section 12.4.3 has been established after the enforcement has been performed, the Obligee, at the Bank's notice, shall repay the sum paid immediately to the Bank.

12.4.4 IN THE CASE OF SUBMITTING A NEW APPLICATION FOR UNCONDITIONAL SURETYSHIP

If the Obligee submits a new application for unconditional suretyship to the Bank in relation to the Loan Contract aimed at refinancing the Loan serving as the basis of the enforcement, the Obligee may request that the enforcement proceeding be suspended simultaneously. The Bank shall decide on the suspension in 8 (eight) working days and shall inform the Obligee of its decision. In the case of failure to inform the Bank or

informing the Bank late, the Bank's consent may not be deemed given and the absence of the consent or the late performance thereof shall not constitute a waiver of rights.

12.4.5 GENERAL PROVISIONS

12.4.5.1 The deadline available for enforcement as specified in sections 12.2.1 and 12.2.2 of these GTC shall be tolled during the suspension of the enforcement proceeding.

12.4.5.2 During the period of suspension, the Obligee shall take all measures to enforce the claim arising from the Loan Contract as well as to ensure its future enforceability. Should the Obligee fail to comply with this obligation, the Bank may refuse to perform the enforcement.

12.4.5.3 During the period of the suspension, the Obligee shall fulfil the commitments laid out in chapter 11 of these GTC.

12.5 Performance on the basis of the unconditional suretyship

12.5.1 If the application for enforcement and the documents attached to the same as annexes are complete and it can be established that they fulfil the conditions set out in the Contract, these GTC, the Loan Contract, the related collateral contracts, the Commission Communication, the Commission Regulation and the applicable laws, the Bank shall transfer the sum due to the Obligee pursuant to the unconditional suretyship within 30 (thirty) working days from receipt of the application to the bank account indicated by the Obligee.

12.5.2 The Bank will fulfil the Obligee's application for enforcement in compliance with the statement of arrears submitted as an annex to the application for enforcement. The Obligee shall issue the statement of arrears for the date of sending the application for enforcement to the Bank.

12.5.3 If prior to the performance of the enforcement, the amount of the debt arising from the Loan Contract decreases, the Obligee is not obliged to prepare a new statement of arrears, but the Obligee shall transfer a sum corresponding to the unconditional suretyship assumed by the bank from the amount paid by the Obligor or other party, or collected from the Obligor or the collateral providers between the submission of the application for enforcement and the performance of the enforcement within 8 (eight) working days from performance to the Bank.

12.5.4 The Bank will transfer the principal part of the debt specified in the statement of arrears attached to the application for enforcement as an annex and updated in accordance with paragraph a) of section 12.4.1.4 and section 12.5.3 by taking as basis the percentage of the unconditional suretyship as specified in the Contract calculated pursuant to section 4.1 to the Obligee in the currency of the Loan. The principal amount serving as the basis of the Bank's performance as a surety may not exceed the principal amount specified during the last data provision preceding the submission of the application for enforcement as specified by the Obligee in section 8.1.3.

12.5.5 If the application for enforcement and the documents attached to it as annexes are incomplete or contradictory, the Bank may request the submission of missing documents or data reconciliation in writing. The payment deadline specified in section 12.5.1 shall be extended with the period of such reconciliations. The Obligee shall have 30 (thirty) days

to submit the missing documents. If missing documents are submitted and data are reconciled on several occasions, their duration shall be added when calculating the 30 (thirty) day deadline.

12.5.6 If the deadline available for enforcement of the unconditional suretyship has not been extended as per section 12.2.3, the Bank, at the Obligee's relevant request, will extend the deadline specified in section 12.5.5 available for submission of missing documents by 2 (two) months. The Obligee may submit the application for extending the deadline for submission of missing documents within 30 (thirty) days from receipt of the notice to submit missing documents. The Bank will decide on the request pursuant to its internal regulations, and shall inform the Obligee of its decision.

12.5.7 If the Obligee is not able to submit the documents specified in paragraphs i) and m) of section 12.3.2 or section 12.3.5 within the original deadline or the deadline available for submission of missing documents for reasons beyond its control, the Bank may decide that it will perform the application for enforcement in their absence. In this case, the Bank's performance is conditioned upon the Obligee's declaration that it agrees to repay the sum paid by the Bank at the Bank's notice if the Bank suffers any damage in the course of enforcing its claim for reimbursement due to Obligee's failure to submit a document.

12.5.8 If the Obligee fails to comply with the notice to submit missing documents within the deadline set, the Bank will decide on the application for enforcement based on the data available after the expiry of the deadline.

12.5.9 The Bank may deny performance of the surety in the case of the Gross Breach of Contract explicitly specified in section 14.6 of these GTC and if the Obligee, without the Bank's consent, waives any right securing the claim arising from the Loan Contract or the claim arising from the Loan Contract becomes unenforceable against the Obligor for another reason within the Obligee's control or if collection becomes significantly more difficult. The Bank will inform the Obligee of its decision to refuse to perform the suretyship in writing.

13. COLLECTION

13.1 In the course of collection, the Obligee acts as the Bank's intermediary, on which the Obligee and the Bank shall agree in a separate agreement.

13.2 Pursuant to the Commission Communication and Commission Regulation, the Obligee and the Bank shall bear the losses proportionately and under identical conditions. With regard to this requirement, the Parties agree that, starting from the performance of the suretyship provided by the Bank, regarding any sums received from the Obligor, the collateral providers or any other third parties, irrespective of the provisions of their internal regulations or the Loan Contract pertaining to the order or ratio of settlement, they shall settle at the ratio of

- the principal part of the Bank's claim for reimbursement against the Obligor and
- the Obligee's principal claim arising from the Loan Contract against the Obligor

existing upon the date when the Bank performed the suretyship assumed by the same. The Parties may not refuse to perform the obligation of settling accounts against each other

and may not establish in the course of settlement that either party is entitled to HUF/EUR/USD 0, solely on account of the fact that pursuant to the Loan Contract or their internal regulations they should settle the principal claim after other claims or in a ratio different from that agreed herein.

14. EXPIRATION AND TERMINATION OF THE CONTRACT, EXCLUSION FROM THE BANK'S PROGRAMS

14.1 The Contract shall expire when

- a) the Parties have fulfilled their obligations arising from the Contract in full,
- b) the Loan Contract has been terminated or expired without the enforcement of the suretyship, or
- c) the Bank has refused to perform the suretyship.

14.2 The Bank may refuse to perform the suretyship in the cases specified in section 12.5.9 of these GTC. If the Bank refuses to perform the suretyship, the Contract will not expire if the Bank withdraws its statement on refusal of performance based on the Obligee's objections and the Parties' negotiations.

14.3 The Parties may terminate the Contract as follows:

- a) with mutual consent,
- b) with termination for convenience with 30 days' notice, or
- c) with termination for breach with immediate effect.

14.4 The Contract may only be terminated in writing.

14.5 Only the Obligee is entitled to terminate the Contract for convenience, with 30 days' notice. The Obligee shall be entitled to terminate the Contract as laid out in this section at any time, without an obligation to state reasons.

14.6 Either Party may terminate the Contract if the other Party commits Gross Breach of Contract, and the Obligee may also terminate the Contract for breach in the case specified in section 1.4 of these GTC. The following circumstances shall constitute Gross Breach of Contract:

- a) breaching the following obligations laid out in these GTC:
 - i. the Obligee breaches any of the conditions specified in chapter 3,
 - ii. the Obligee has provided false or misleading data to the Bank due to conduct attributable to the Obligee, and, as a result, the Bank becomes aware after the Contract has been concluded that the Obligee, the Obligor or the Loan did not comply with any of the provisions set out in section 4.3, or there were grounds of exclusion against the Obligee or the Obligor upon the conclusion of the Contract,
 - iii. the Loan does not fulfil any of conditions set out in chapter 5,
 - iv. the Obligee has provided false or misleading data or representations to the Bank due to conduct attributable to the Obligee, and, as a result the Bank becomes aware after the Contract has been concluded that any of the conditions set out in section 7.2 are not fulfilled,
 - v. the Bank becomes aware after the Contract has been concluded that any of the conditions set out in point a) or b) of section 7.2 are not fulfilled as a result of the false or misleading data provision of the Obligor,

- vi. the Obligee fails to fulfil any of the obligations specified in chapter 8 by the deadline,
 - vii. the breach of any of the obligations set out in chapter 9 by either Party,
 - viii. the Bank becomes aware after the Contract has been concluded that any of the representations or warranties of the Obligee set out in chapter 10 are not true as a result of the Obligee's culpable conduct,
 - ix. the Obligee breaches any of the disclosure obligations set out in section 11.5, except if the financial institution certifies that the absence of the disclosure is due to an unavoidable external reason that falls beyond the Obligee's control,
 - x. the Obligee breaches any of the disclosure obligations set out in chapter 11, by taking into consideration the limitation set out in point ix.,
- b) the cases classified as Gross Breach of Contract in the Bank's business regulations,
 - c) the repeated or material breach of obligations set out in the Bank's business regulations, these GTC or the Contract not resulting in Gross Breach of Contract in themselves by either Party, and
 - d) the Obligee breaches any of its obligations specified in the Loan Contract or the related collateral contracts.

14.7 If the Bank does not terminate the Contract in the event the Obligee commits Gross Breach of Contract, such circumstance shall not be construed as a waiver by the Bank and does not preclude the Bank from refusing to perform the suretyship

14.8 The Parties are obliged – except for the case specified in point a) of section 14.1 – to settle accounts with each other within 30 (thirty) days from the expiration or termination of the Contract in terms of their claims arising from the Contract if they have not settled accounts beforehand. In the case of the expiration or termination of the Contract, the sums paid by the Obligee on or before the date of the termination or the expiration pursuant to chapter 8 of these GTC – except for the case specified in section 8.1.8 of these GTC, or unless otherwise agreed by the Parties – shall not be repaid to the Obligee.

14.9 The Bank shall have the right to exclude the Obligor from any financing programs for up to 5 (five) years, if the Obligor

- a) fails to fulfil its data provision obligation regarding the Loan towards the Obligee,
- b) fails to fulfil its data provision obligation specified in sections 5.9 or 11.5 towards the Obligee or does not co-operate during the on-site inspection,
- c) has made an intentionally misleading or false declaration in relation to the Loan,
- d) used aid in the framework of the Program in an unauthorized manner.

15 OTHER TERMS

15.1 Payments

15.1.1 The Obligee shall fulfil its payment obligations via bank transfer to the bank account of the Bank specified in the Contract or otherwise communicated to the Obligee.

15.1.2 The Obligee's payment obligation shall be considered fulfilled on the value date of crediting on the Bank's account, or, if the Bank is notified about the crediting after the value date, on the banking day following the date of such notification, or, in the case of conversion, on the 2nd (second) value date following the date of notification regarding the crediting.

15.2 Legal succession

15.2.1 The Contract shall have a binding effect on the Parties and, in the case of legal succession, their successors.

15.2.2 The Obligee may not assign or transfer its rights or obligations under the Contract, the claims arising from the Contract or its Contractual position without the Bank's prior written consent, unless it pledges it as a pledged item for MNB as the pledgee.

15.2.3 The Bank may – even without the Obligee's consent – assign or transfer its claims and rights arising from the Contract to a third party, or it may encumber them as collaterals, or, for the same purpose, transfer any information and documents related to such claim or right to a third party (including any bank secret or business secret), and the Obligee, by signing the Contract, expressly consents to the transfer of such information. By signing the Contract, the Obligee expressly and irrevocably consents to the Bank assigning its debts under the Contracts or its contractual position, to a third party. By concluding the Contract, the Obligee expressly agrees that, in the event that the contract is transferred by the Bank, the collaterals provided by it will be remain available.

15.3 Applicable law, partial validity, legal disputes

15.3.1 This Contract shall be governed by Hungarian law. Matters not regulated in the Contract shall be governed by the provisions of the Bank's business regulations, the Commission Communication, the Commission Regulation, these GTC and the applicable laws.

15.3.2 The invalidity of any of the items of this Contract shall only affect the specific provision, and shall not entail the invalidity of the entire Contract.

15.3.3 Parties shall attempt to settle any disputes as may arise between them amicably, out of court. If this is unsuccessful, Parties may – in accordance with the rules on civil litigious procedure – turn to the court with authority and jurisdiction in the matter.

15.4. Notices

15.4.1 Other than the provisions of the Bank's business regulations, any and all notices, requests or other correspondence between the Obligee and the Bank under these GTC or the Contract shall be made in writing. Any notice, request or other message shall be considered delivered if it has reached the other party by hand-delivery or by post to the address specified in the Contract or other address that has been communicated by the given party to the other (sending) party by way of a notice.

15.4.2 In the case of a domestic addressee, documents sent by post shall be considered delivered on the day of attempted delivery if the Obligee refused to accept the delivery. If delivery was unsuccessful because the Obligee did not receive the document (i.e. did not pick it up), or the Obligee moved to an unknown place, the document is returned marked "unknown addressee" or delivery was unsuccessful for any other reason, it shall be considered to be delivered on the 5th (fifth) working day following the second delivery attempt. In the case of a foreign addressee, the Bank shall consider notices that are mailed to the Obligee to have been delivered upon the expiry of the 8th (eighth) calendar day

following their mailing. In the case of notices sent by fax – unless proven otherwise – the time of receipt shall be the time indicated in the activity report of the fax device.

15.5 Entirety clause

The Contract contains all terms and conditions of the agreement made between the Bank and the Obligees in the subject-matter of the Contract, and all prior agreements that are not integrated into the Contract shall expire. Any practices or customs previously applied or established between the parties, or practices or customs familiar to or applied by the subjects of similar contracts do not form a part of this Contract.

15.6 Bank holidays

Whenever a due date determined in the Contract falls on a bank holiday, the Bank shall regard as applicable, with respect to such due date, the earliest bank working day following the bank holiday.

15.7 The Obligees' general terms of contract

The Obligees' business regulations, general terms of contract, announcements, list of conditions or any other similar documents constituting general terms of contract pursuant to the Ptk. shall not apply to the suretyship between the Obligees and the Bank.