

## General Conditions of Lending

### Prevailing for contracts falling under the scope of Act No. IV. of 1959

#### PREAMBLE

When granting a credit, Commerzbank Zrt's Business Regulations shall be amended by or supplemented with the following particular business conditions, from which the Customer and the Bank may agree differently in a separate contract.

**The Bank hereby calls the Customer's attention to the parts of these General Conditions marked in bold.**

#### 1. GRANTING OF A FACILITY

The Bank concludes a Credit Line Facility Agreement (Facility Contract) and/or conducts an individual credit operation with the Customer (e.g. grants loans and guarantees, opens letters of credit).

##### 1.1. Facility Contract

In a written facility agreement the Bank assumes the obligation to make available and open a specific credit line facility to the Customer against compensation, provided that the conditions agreed upon are met, and to conclude specific individual contracts with customers within the credit line facility in consideration of payment of interest, commission and bank charges. The Bank shall make available the credit line to the Customer on a credit account for the period defined in the facility agreement. If the contracting parties did not agree upon any condition believed to be significant by either of the parties when concluding the facility agreement, any such condition shall be stipulated, on the basis of the facility agreement, in individual contracts applying to each credit transaction.

##### 1.2. Utilization, Drawdown

After prior consultation, the credit line facility may be utilized in varying amounts, and for credit operations, as stipulated by the Facility Contract. The various types of credit can be utilized only up to the maximum limit amount of the credit line as set out in the Facility Contract.

Utilization is only allowed if all conditions of utilization have been met by the Customer. The Bank will verify whether the conditions are met within a reasonable period of time. The Bank shall provide the amount to be utilized to the Customer at the latest on the 4th banking day following the date when all conditions for utilization have been met in full. In case of multipurpose Credit Facility Agreements, the condition of the utilization of the credit facility as an overdraft facility is the signing of the agreement provided to the Customer by their relationship manager (hereinafter: Agreement) and submitting it to the Bank. The amount of the credit facility that may be utilized as an overdraft facility shall be defined in the Agreement. This amount shall lower the amount of the credit facility that may be utilized in other methods. The amount defined in the Agreement may be amended by the contracting parties in writing.

If no deadline for utilization is specified in the contract, it will be on the 60th day following the date of execution of the contract at the latest. **In the event the conditions for utilization are not met in full until the deadline for utilization or until the first deadline for utilization if utilization is allowed in instalments, then the contract will end with no further legal action on the banking day following the day when that deadline lapses.** In the event the Customer utilizes only a part of the credit line or amount made available, then the amount of the facility/loan will be **reduced to the actually utilized amount** on the

banking day following the day of utilization if the facility/loan is available in a single amount or on the banking day following the deadline for utilization if it is available in several instalments.

The detailed conditions of a collateral or bank guarantee (together: avals) or utilization in the form of a letter of credit are regulated by particular business conditions as well as by the applicable guidelines and standards of the International Chamber of Commerce (ICC), respectively. **By submitting the relevant order, the Customer shall acknowledge that these business conditions and guidelines shall apply to that operation.**

The Bank shall facilitate any drawdown **provided that the Bank is able to obtain** the credit required by the Customer, in the requested currency, amount, maturity and at the requested rate of interest, in the money and capital markets. Should the drawdown not be possible with the requested conditions, the Bank shall immediately notify the Customer thereof.

**In case the Bank cannot provide the Customer with the amount in the requested currency, because it cannot obtain it in the requested currency, amount, maturity and rate of interest in the money and capital market, then the Bank shall be entitled to perform in other currency- simultaneously by notifying the Customer thereof - at its own discretion – therefore particularly in EUR. The exchange rates listed by the Bank or specified in the pertaining contract shall apply to settlement.**

**The Bank shall not fulfil collection orders against the credit line of the Customer's bank accounts.**

### 1.3. Individual Contracts

The Bank can conclude individual contracts also with such customers who do not have a credit line with the Bank. In this event the conditions of the agreement not provided for in these General Conditions shall be specified by the parties in those individual contracts.

### 1.4. A Presumption of the amount of the debt due to the Bank

**In respect of the amount and due date of debts of the Customer and of third parties that are obliged parties in respect of the rights that secure the Customer's current and future debts towards the Bank, the Bank's records shall prevail, providing counter-evidence against the Bank's records is permitted.**

### 1.5. Methods of Utilization

Unless the parties agree on a fixed rate of interest or a specific method of interest computation, then the rate of interest determined by and to be queried from the Bank for the relevant drawdown shall be applicable to each drawdown. Upon acceptance of the interest rate by the Customer, the payment and remittance of each drawdown shall take place at the respective dates/times as requested by the Customer, taking the provisions of Clause 1.2 above into consideration.

In the case of a drawdown of credit or at the time of utilizing a short-term liquidity loan, the Customer shall inform the Bank of the respective amounts and maturity of any planned drawdown at least two valuation days prior to the given utilization. In other cases of HUF loans, the Bank shall perform the instructions on the subject day if such drawdown request is received until the date and time specified in the current list of conditions. In the case of utilizing a foreign exchange loan or when applying for a conversion, the order must be submitted until the date and time specified in the current list of conditions.

The Customer shall receive a written statement of each drawdown with the details of the transaction including the relevant interest.

In the event the credit line may also be utilized as a bank guarantee and/or a letter of credit, then the term of the portion of the credit line utilized in this form shall last until the expiry date of the bank guarantee or letter of credit issued against the credit line in respect of that bank guarantee and/or letter of credit if it exceeds the term of the credit line.

## 2. BANK FEES

### 2.1. Consideration

The Bank shall be entitled **not only to the fee and interest stipulated by the Civil Code (e.g. Section 6:382(1), Section 6:383), but to** the interests, commissions and fees as stipulated by the contract and/or by the terms and conditions in consideration. Unless otherwise agreed upon, the Bank shall settle accounts with the Customer in accordance with the Terms and Conditions included in the Business Regulations.

### 2.2. Revision of Consideration

2.2.1. The list of conditions may be revised as defined in the Business Regulations.

2.2.2. The parties may revise any consideration stated in deviation from the list of conditions and the marge payable in excess of the reference interest (hereinafter together: individual conditions) at any time by mutual agreement. The Bank may file an offer for revising the individual conditions and introduction of new costs or fees in a statement sent to the Customer. **The parties expressly agree that the Customer may accept a proposal for amendment also by implicit conduct or tacitly. Acting in a manner that is indicative of such intention is, for example, if the Customer does not reject the proposed revision within a month after it is announced (tacit acceptance).** In this case the amendment shall take effect on the day following the last day of the deadline by which the proposed revision may be rejected.

**2.2.3. The Parties agree that the Bank is entitled to modify unilaterally the individual conditions. Unilateral revision is allowed if the conditions specified in the "List of Causes" attached to the Business Regulations change and, in the case of the causes listed in Annex No. 4 thereto, according to the terms stipulated therein.**

**If the Customer is classified as a consumer, the unilateral contract amendment shall take effect on the sixty-first day, and in the case of other customers, on the sixty-first day of receipt of the notice sent by the Bank. The Customer, if the unilateral amendment by the Bank contains more detrimental regulations for him than before, is entitled to terminate the contract free of charge before the amendment takes effect.**

2.2.4. In order to avoid misunderstandings, the Parties agree that Clause 4.1 of the Business Regulations providing for presumed delivery shall apply also if the individual conditions are revised.

## 2.3. Commitment Fee

The Bank is entitled to charge a commitment fee for the unutilized part of the credit line, as of the opening date thereof. The extent of this commitment fee is determined in the Facility Contract or in the list of conditions. The commitment fee shall be payable monthly and subsequently.

## 2.4. Undrawing Indemnity

**If no credit evaluation fee has been charged at the time when the credit line was opened or the individual contract was concluded and the agreed loan amount has not been or not fully drawn down during the period by the Customer, provided that the contract is concluded for a definite term, upon the expiry of the term the Bank is entitled to charge a credit evaluation fee computed at the rate equal to 1 % (one per cent) of the undrawn amounts, but not less than HUF 50,000.- and not more than HUF 5,000,000.-, subsequently, whether or not the loan amount was undrawn for a reason attributable to the Customer.**

## 2.5. Calculation of Interest

In order to determine any interest, overdraft interest, default interest and any other fee or expense related to time, the Bank shall calculate with the so-called international formula (i.e. principal X percentage of interest rate X number of elapsed days / 36 000). If under an individual agreement any maturity date shall fall on a public holiday, the Bank shall credit the received amount on the next banking day. In such cases any interest and fees shall be calculated by the Bank up to the first banking day following such a public holiday.

Banking day is defined as a working day when the Bank, the National Bank of Hungary and, in case of a credit in any foreign exchange, the banks of the country of that currency are all open.

**Provided the reference interest rate used for fixing the interest rate in the contract between the Bank and the Client shall be less than 0%, the parties agree to deem the value of the interest rate thereof to be 0% within the scope of such contract.**

## 2.6. Due Date

The Bank shall charge any interest and term related fees (commissions) as of the date of drawdown (e.g. the date of rendering of the loan or issuance of the bank guarantee). Interest shall always be paid on the start date of the interest period. The Bank shall charge the Customer's account kept by the Bank with the interest due at the start date of the interest period in the currency of the debt. Such fees shall be paid by the Customer monthly and subsequently when the account is balanced. In case of avals and letters of credit granted in foreign exchange, the fees shall be paid quarterly in advance.

## 2.7. Interest Periods

If interest is not fixed to a reference rate, the interest period shall last until the last day of each calendar month. For contracts in which interest is fixed to a reference rate, each interest period corresponds to the length of the interest period applied. (If the term is fixed, it shall not apply to the first interest period.)

Interest periods are separated from each other by the start dates of the individual interest periods of as much number as defined in the contract. In the event the start date of an interest period falls on a non-banking day in any interest period in the currency of the loan, then the starting date thereof will be the next following banking day, unless the next following banking day falls on the next following calendar month, in which case the start date of the interest period will be the banking day next preceding the non-banking day.

The first interest period of each drawdown made until the specified maturity shall start on the day of the relevant drawdown and shall end on the first start date of the interest period following the day of drawdown. After the first interest period, integral interest periods will follow one after the other until maturity of the loan. The start date of the further interest periods following the first one shall be the start date of the interest period preceding the relevant one and the last date of it shall be the calendar day of the due month defined on the basis of the length of the selected interest period corresponding to the day on which the term of the loan ends in the last month of the loan.

In the event the first interest period is shorter than the reference interest rate period selected, it shall be considered a fraction interest period. In the case of fraction interest periods the Bank applies a reference interest rate calculated based on interpolation (median value weighted by the number of days) instead of the reference interest rate specified above. The reference interest rate applicable to the first interest period shall be fixed on the second banking day preceding the day when the loan is utilized and, thereafter, the reference interest rate applicable to the individual interest periods shall be fixed on the second banking day preceding the start date of the interest period.

In the event the loan is disbursed on the day of drawdown as agreed by the parties, then the Bank shall be entitled to define the reference interest rate applicable to the first interest period, selecting – at its own discretion – from the reference interest rates effective either on the day of disbursement or on the first banking day preceding disbursement or on the second banking day preceding disbursement, according to the current market conditions. In the event the Customer may utilize the loan in several instalments, the Bank shall handle each drawdown as a separate loan until the deadline for utilization in respect of which the due dates of interest payment are the same. On the day of the utilization deadline, the Bank shall consolidate the individual loans drawn down and shall handle them as a single loan until the date of loan maturity.

### **3. DISCOUNT**

Where the parties agree on a discount, such discount shall apply to the specified fixed interest period stated simultaneously. The discount shall be due at the time of the execution of the Facility Contract with no respect to the payment method. The discount shall be debited to the Customer's account or shall be deducted from the first principal amount rendered to the Customer, at the sole discretion of the Bank. In case of any partial or full prepayment before maturity, the Customer shall be entitled to claim the proportionate repayment of the discount.

### **4. EXPENSES**

All expenses incurred by the Bank in connection with rendering the credit (i.e. handling charges, costs, third party costs, legal and public notary fees, taxes, contributions, expenditures etc.) may be charged by the Bank to the Customer. The Bank shall charge these expenses in full even if the Customer has not, or only partially utilized the credit line. All present or future expenses incurred by the Bank from the fulfilment of the Facility Contract or from the enforcement of the claims thereof, shall be exclusively borne by the Customer. Handling charges become due upon the execution of the Facility Contract. Other expenses shall become due at the time when the given expense incurred. The Bank debits these expenses to the account of the Customer. If there are no sufficient funds on the account, then the Customer shall pay the non-recovered amount (overdraft) to the Bank with no special notice.

### **5. RIGHT OF REFUSAL, RESCISSION**

5.1. The Bank may refuse rendering or payment of the loan amount if

- in the Bank's opinion, the preconditions of the utilization have not been met contractually;
- a provisional payment ban (moratorium) enters into force;

- the Customer dies or voluntary/involuntary liquidation, forced strike-off or winding-up proceedings are initiated against him;
- after the execution of the contract, the Customer fails to submit the documents and/or information specified in the agreement despite having been requested by the Bank to do so; or fails or delays to fulfil any of his contractual obligations towards the Bank or any third party;
- after the execution of the contract, the circumstances of the Bank change in such an extent that the fulfilment of the agreement can no longer be expected of it;
- after the execution of the agreement, such circumstances arise which would provide grounds for extraordinary termination (Clause 10.3).

#### 5.2 The Bank may rescind the contract if

- the Customer dies or a voluntary/involuntary liquidation, forced strike-off or winding-up proceedings are commenced against him;
- after the execution of the contract, the Customer fails to submit the documents and/or information specified in the agreement despite having been requested by the Bank to do so; or fails or delays to fulfil any of his contractual obligations towards the Bank or any third party;
- after the execution of the contract, the circumstances of any of the Customer change in such an extent that the fulfilment of the agreement can no longer be expected of him;
- after the execution of the contract, such circumstances arise which would provide grounds for termination without notice (Clause 10.3);
- the disbursement of the credit or delivery of the loan amount is unlawful.

**5.3 If the contract is terminated partly or entirely due to non-fulfilment of the conditions for utilization are not met (Clause 1.2) and the Bank exercises its right of refusal or rescission, then, in addition to the commitment fee, interest, fees and commissions stipulated in the agreement, calculated up to the date of the termination, refusal or rescission, the Bank shall also be entitled to general damages in the amount of 1% of the amount concerned. The Bank is entitled to claim damages even in excess thereof.**

**5.4 In the event that the Bank fails to exercise its right of rescission, even for a longer period, it shall not be construed as its waiver of such right.**

**5.5 A negative development in the creditworthiness of the borrower Client shall automatically terminate the unused part of the credit facility.**

## 6. REPAYMENT / PAYMENT

The Customer shall repay the loan or its instalments including the related interests, fees, expenses and commissions on each maturity date.

If the Customer intends to prepay the loan or intends to pay an instalment in excess of the amount than that stipulated in the agreement, the Customer shall notify the Bank accordingly in writing no later than 15 banking days prior to the prepayment or the payment of such a higher instalment amount. When the Customer fails to meet this obligation the Bank may refuse to accept the prepayment without being in default and may continue to charge the interest and other time-related fees and commissions. **In case of prepayment the Customer shall reimburse the proportionate part of the Bank's expenses arising from the refinancing of the loan, with the exception of the case of termination by the Customer defined in Clause 2.2.3.** The expenses arising from refinancing shall be calculated by the Bank as follows: the total of i) the amount of interest calculated until the remainder period of the relevant interest period on the (if necessary, interpolated) difference between the reference interest rate effective at the date of prepayment and the market reference interest rate on the deposit side effective until the end of the relevant interest period and (ii) the costs of breaking the base-swap (referred to in the Bank's systems as "roll-over credit spread") as at the date of prepayment, the value of which is fixed for the relevant loan in the Bank's internal systems, effective as at the time the loan is granted and considered by the Bank for pricing the interest rate arrangement for the relevant loan. In the case of facilities available in several currencies, if the date of currency conversion does not fall on the start date of an interest period, then only the amount specified in i) above shall be paid at the time of currency conversion; if the currency conversion falls on the start date of an interest period, then the Customer has no payment obligation.

The Bank shall debit the Customer's account kept by the Bank with the amount of the costs so calculated at the value date of irregular prepayment. Regarding the refinancing costs the Bank's ledger shall be applicable.

In the event that any interest is overdue, the Bank shall use any received repayment in the first instance to cover the costs it has incurred, than the unpaid interest, and then the remaining amount will be credited as repayment of the outstanding principal.

The Bank debits the repayments due to a bank account of the Customer, regardless of its respective balances and any possible conversion. The debit is considered to be a due performance if it is carried out from the unutilized balance of the credit line or from available funds.

In the event the invoice submitted as a condition for utilization of the loan or a portion thereof was issued in a currency other than that in which the loan is registered, then the Bank shall convert the relevant amount to the currency of the loan at the selling rate of exchange quoted by the Bank and effective at the date of disbursement if the invoice is issued in FX and the loan is an FX loan or at the purchasing rate of exchange quoted by the Bank and effective at the date of disbursement if the invoice is issued in FX and the loan is a HUF loan or, in both cases, at an individual conversion rate as initiated by the Customer and agreed upon individually.

Unless mandatory law stipulates otherwise, the repayment of the instalments shall have priority over other payment orders given by the Customer. The repayment is considered to be fulfilled when it is credited at the Bank's account or it is paid at the Bank's counter. If any conversion is necessary for the repayment, the repayment is regarded as performed when the conversion has been carried out.

**In the event the Customer falls in a delay with any payment denominated in a currency other than HUF, then the Bank will be entitled to convert the foreign exchange amount in arrears to HUF at the selling rate of exchange announced by the Bank and to manage the amount in arrears as a HUF debt as of the date of conversion.** The Bank shall notify the Customer of any forced conversion.

**If the Bank's exposure to the Customer or Customer group exceeds the Bank's respective large exposure limit, then the Customer shall promptly repay the loan amount exceeding this limit to the Bank at the Bank's request to that effect.**

Upon a credit draw down from a credit facility or upon the maturity of a short term credit – unless the Customer instructs to the contrary in writing by 9 a.m. on the 2<sup>nd</sup> business day before maturity, and the conditions for utilization as agreed by the Customer and the Bank are fulfilled and the remaining term of the pertaining contract permits – the Bank shall book a credit drawdown or a short term credit utilization with the same term and amount as previously at the debit of the credit facility, with consideration of the prevailing reference interest rate. The interest shall remain due and payable on the original due date.

## **7. EXTENSION OF THE FACILITY CONTRACT**

When the Facility Contract is extended– with the exception of the last paragraph of Clause 6–, the parties shall renegotiate the terms and conditions thereof at the time of extension. The maturity of a loan granted within the credit line, or that of other credit operations performed, may also be extended verbally. In this case the fact of the extension and the terms and conditions thereof shall be confirmed by the Bank in writing. If there is any discrepancy between the verbal agreement and the Bank's confirmation, the Customer is obliged to raise an objection without any delay. The parties specifically agree that **in the absence of such objection, the terms and conditions detailed in the confirmation shall prevail.** This provision is without prejudice to the parties' rights to contest their legal statements.

## **8. ASSIGNING AND PLEDGING OF A PAYMENT DEMAND**

The Customer may only assign, transfer and pledge his payment demand with the prior written consent of the Bank.

## **9. INFORMATION COVENANTS**

Until all of his contractual obligations are fulfilled, the Customer shall

- after preparation and approval, deliver to the Bank his duly signed annual report, the relevant notes, and his corporate tax return. Moreover, the Customer shall provide – at such request – any

additional data relating to its financial situation if it is reasonably required by the Bank. If the Customer is a consolidated entity, the consolidated annual account shall also be attached. If the preparing and approval of the annual account have not been completed by the deadline stipulated in the Accounting Act in force and other laws, the Customer shall submit provisional balance-sheet figures within 5 months of the closing of the given business year. If the figures of such a provisional balance sheet are subsequently corrected, the Customer shall provide the new figures to the Bank immediately and to send the corrected or revised annual report to the Bank accompanied by the relevant auditor's report. The Customer shall also provide such annual account and corporate tax return of his guarantor (e.g. surety). In the event the Customer is obliged to deposit and disclose its annual reports prepared according to the Accounting Act electronically, then he shall agree to comply with this obligation in accordance with the relevant rules of law but at the latest within 150 days or, in the case of consolidated annual reports, within 180 days of the balance-sheet date of the relevant business year in the stipulated manner and indicating real data. The Customer agrees to verify compliance of the data disclosed electronically with the real data and to notify the Bank immediately in writing in the case of any discrepancy and the subsequent correction of the data disclosed;

- notify the Bank about the full or partial alienation, lease or close down of any of his business units, and about the separation of a part of his assets, with special regard to establishment of a new company;
- notify the Bank in the event of any change in the existing ownership or corporate relations;
- immediately notify the Bank upon any event which is relevant to the performance of the Facility Agreement, especially concerning the fulfilment of any payment obligations in association with the Facility Contract. In this regard the Customer undertakes the obligation to enable the Bank or its subcontractor to obtain information about its financial situation and on the changes thereof by allowing access to its books and records;
- submit to the Bank, within 15 days following the Bank's such request, his business plan for the relevant and the next following business years in such a detail as given in the annual report.

**In the event the Customer and/or the guarantors fail to comply with their information covenants in due course, then the Bank will not be able to rate the guarantors' credit risk. In such a case, due to the presumably increased risk, the Bank will be entitled to increase the interest rates defined in the contract by 2 per cent.** Should the Customer and/or the guarantors comply with the information covenants required for verification of the financial covenants after the delay subsequently and, in the Bank's opinion, the credit risk has not increased based on the data provided, then the interest rates charged by the Bank shall be modified to those fixed in the contract from the first period following the day of subsequent data provision.

## 10. TERMINATION

**The Parties agree that the Bank may terminate not only the whole contract but also certain parts thereof.**

**In the event that the Bank fails to exercise its right of termination, even for a longer period, it shall not be construed as its waiver of such right.**

### 10.1. Measures Preceding Termination, Bank Commissioner

**The Customer acknowledges that if the Bank finds under reasonable considerations that recovery of the debts due to the Bank is threatened by the Customer's activity, the market conditions or any other cause and a cause of rescission or termination is imminent, then the Bank may appoint a bank commissioner.**

The bank commissioner is the Bank's representative who may exercise controlling and supervisory rights even at the site. Accordingly, **he is entitled to determine the limit in excess of which the Customer may effect payments or undertake obligations only with his prior consent. The Customer shall grant the bank commissioner free access to the Customer's all documents, so in particular his accounting documents, contracts and bookkeeping system and free entrance of the Customer's registered seat, branch establishments, etc. for visiting all premises and chattels there.**

The bank commissioner is not entitled to issue financial statements, such as e.g. commitments, debt reliefs, on behalf of the Bank.

The costs of the bank commissioner shall be borne by the Customer so that he may dispute whether the appointment and the related costs have been necessary and proportionate.

## 10.2. Ordinary Termination

**An indefinite-term facility contract may be terminated by either party by a 15-banking day written notice.**

**The unutilised part of the credit line may be at any time cancelled by ordinary notice by the parties with immediate effect without any reasoning. The notice period for the termination of the unutilized part of a credit line granted for indefinite term utilized for a definite term is at least 15 banking days.**

The Bank's claim for the repayment of the loan, including the related interests and fees, becomes due upon the expiry of the notice period.

## 10.3. Extraordinary Termination

The Bank shall have a right to terminate the contract – either in part or as a whole – in writing whether it is concluded for a definite or for an indefinite period of time, if

- in the Bank's opinion the credit facility may not be used for the purpose defined in the agreement;
- the Customer uses the facility for a purpose other than that defined in the agreement, or fails to provide proof for the use for the due purpose despite having been sent such request by the Bank;
- the value of the collaterals decrease to non-significant extent and, in spite of the notice of the Bank, the Customer fails to increase the collateral to the required level by the deadline specified in the notice;
- the Customer grossly breaches any other contracts (e.g. collateral agreements) with the Bank;
- the deterioration of the financial position of the Customer or his guarantor or surety, or the Customer's behaviour aiming to reduce the coverage jeopardize the repayment of the facility;
- in the Bank's opinion the Customer has become insolvent;
- the Customer has deceived the Bank by communicating false facts, by withholding or concealing information, or otherwise at the time of the execution of the contract;
- the Customer hinders the Bank in reviewing whether the conditions for rendering of the facility are met, despite the Bank's prior notice. This applies also if the Customer fails to meet his legal or contractual information covenants (see e.g. Clause 9);
- the Customer is in default regarding more than one instalment or interest payment, and fails to pay any of them in spite of the relevant notice;
- the Customer has committed other gross breach of the contract.

**The agreement may be terminated if any of the Customers having joint and several liability provide any cause as listed above to terminate the agreement.**

By the receipt of the extraordinary termination notice by the Customer, either actually or alleged as described in Clause 4.1 of the Business Regulations, all the debts due to the Bank arising from the contract(s) terminated become due and payable. **The extraordinary termination of the Facility Contract shall cause the simultaneous termination of all the individual contracts concluded within the said Facility Agreement**, therefore all the debts due to the Bank arising from those agreements become also due and payable.

**If the Bank has terminated the agreement by extraordinary notice, the Customer shall be obliged to pay general damages corresponding to 1% of the amount concerned by termination. The Bank shall be entitled to claim damages in excess of penalty, including lost profit.**

**If the Bank has undertaken a commitment towards any third party as instructed by the Customer (e.g. bank guarantee, letter of credit), the Customer shall provide to the Bank an appropriate collateral (principal, charges and costs) or shall make sure that the Bank is relieved from its obligations to the third party. The Bank shall have a right to reduce the amounts of payments that might be due to the Customer up to the commitment undertaken by the Bank and to retain it as a collateral until the above commitment ceases to exist. This provision is applicable also to ordinary termination (Clause 10.2).**

## 11. FORCED CONVERSION

**In addition to the case described in Clause 6, the Bank shall be entitled to convert the foreign exchange debt due to the Bank from the Customer in HUF at the selling foreign exchange rate announced by the Bank also if it has not exercised the right of rescission due under Clause 5.2 and**

**the right of extraordinary termination due under Clause 10.3. By the conversion, the foreign exchange debt becomes a HUF debt. The interest and fees calculated payable on the debt amount shall be calculated by the Bank in a manner which is the closest to those defined in the initial contract. If it is not possible, the debt will be subject to the conditions applicable to overdraft. The Bank shall notify the Customer of any forced conversion.**

## **12. JOINT AND SEVERAL DEBTORS/JOINT AUTHORISATION**

**In the case of several borrowers and co-debtors, their responsibility shall be joint and several.** Customers mutually authorize each other to acknowledge the Bank's statements as binding also for the other party and to make statements to the Bank with the legal effect of covering the other party as well.

## **13. PAYMENTS BY THE BANK**

In the relationship between the Customer and the Bank, (i) any transfers from outside of the Bank, with the exception of transfers initiated by a related company or the direct or indirect shareholder in the Customer's company if such cannot be considered turnover as can be stated by the Bank (e.g. loan, capital increase), (ii) any transfers within the Bank, between the various account-holders, unless such transfers are initiated by a related company or the direct or indirect shareholder in the Customer's company, and (iii) any cash payments provided that the word "Turnover" ("Umsatz") and the payer's name are indicated in the "Details" section of the payment receipt or it can be stated by the Bank beyond all reasonable doubt that the payment can be considered turnover shall be considered credit payments. **In review of its covenants relating to the Customer's payments, the Bank is entitled to request information at any time on the Customer's payments with and the Customer's facilities and loans received from other credit institutions, with the content specified in the Bank's written request, and the Customer shall comply with such request within a reasonable time.**

## **14. AMENDMENT TO THE CONDITIONS OF CONTRACT**

**These General Conditions of Contract may be amended in accordance with Clause 1.3 of the Business Regulations.**