



## ANNOUNCEMENT

### Annex C

TO THE INVESTMENT SERVICES BUSINESS REGULATIONS

**on the forms and model contracts used by the  
Bank<sup>1</sup>**

Effective from: **6 February 2025**

Published on: **31 January 2025**

Reasons for the amendment of this Announcement:

- *to modification the model Permanent Purchase Order Contract*
- *to modification the Global Markets Framework Agreement*

#### **OTP Bank Plc.**

Registered office: H-1051 Budapest, Nádor utca 16.

Registered with the Company Registry Court of Budapest-Capital Regional Court under no. 01-10-041858

Central mailing address: H-1876 Budapest

Website: <https://www.otpbank.hu>

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<sup>1</sup> The amended provisions of this Annex, highlighted in italics and grey, indicate the changes from Annex C, effective from 9 September 2024.

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The wording of the model contracts and forms specified by the Bank in this Annex to the Business Regulations is for information purposes only, and may differ from the wording specified herein due to the specificities of each contract.

The Parties may, by agreement between the Bank and the Client, derogate from any provisions of the model contract or form, except for those provisions which are mandatory by law.

The present Annex to the Business Regulations contains only model contracts and forms which may be formalised, taking into account the specificities of the transaction concerned, and which govern a larger number of transactions concluded by the Bank, and does not cover the entirety of the contracts concluded by the Bank in the exercise of its investment services and ancillary services and other services provided by the Bank in accordance with the Business Regulations.

Certain provisions of the model contracts and forms annexed to the Business Regulations are alternatives to each other, which will be selected depending on the specificities of the transaction and of the Client and other circumstances when the contract is concluded.

OTP Bank Plc.

Registered office: H-1051 Budapest, Nádor u. 16, Hungary

Tax number: 10537914-4-44

Group ID: 17780010-5-44

EU VAT No.: HU17780010

Branch:

Branch address:

Client code:

Account number:

**INVESTMENT SERVICES FRAMEWORK AGREEMENT  
(CONSOLIDATED SECURITIES ACCOUNT CONTRACT)**

(hereinafter referred to as the "Contract")

concluded by and between **OTP Bank Plc.** (registered office: H-1051 Budapest, Nádor u. 16, Company Registry Court of Budapest-Capital Regional Court, Cg: 01-10-041585) as a provider of investment and ancillary services and as an account manager (hereinafter referred to as the "Bank"), on the one hand, and

[For natural persons]

**Surname and given name:**

**Tax identification number: [•]**

**Surname and given name at birth: [•]**

**Postal address: [•]**

**Mother's maiden name: [•]**

**Place of birth: [•]**

**Date of birth: [•]**

[For non-natural persons]

**Company name: [•]**

**Tax number: [•]**

**Registered office: [•]**

**Notification address: [•]**

**Company registration number: [•]**

**Statistical code: [•]**

Upon the express instructions of the Client, the following accounts serve for the clearing and settlement of the payment transactions related to the Consolidated Securities Account:

Payment Account number:

Foreign Currency Account(s) number:

as the client and account holder (hereinafter referred to as "Client").

**1. Subject matter of the Contract**

1.1 The Client and the Bank agree that, under this contract, the Bank shall provide the Client with the investment services and ancillary services referred to in Sections B.I.1.2. and B.I.1.3. of the Investment Services Business Regulations (hereinafter referred to as the "Business Regulations") in return for consideration (remuneration) to be paid by the Client.

**2. Collaterals**

2.1 By concluding this contract, the Client shall establish collateral security in favour of the Bank in the manner set out in the Business Regulations.

2.2 The collateral security shall secure the Secured Claim as defined in the Business Regulations up to the Highest Secured Claim Amount.

- 2.3 The collateral security established under the present contract shall comprise the following items of the Client:
- 2.3.1 Securities (other than Retail Government Securities) and other financial instruments registered on the Client's Consolidated Securities Account (including any consolidated securities account to be opened in the future);
  - 2.3.2 The current total available balance of its Payment Accounts, Foreign Currency Accounts, including Payment Accounts and Foreign Currency Accounts not allocated to the Consolidated Securities Account and those to be opened in the future, including Client Accounts, provided that in the case of a consumer collateral security agreement, in the case of a Secured Claim Arising from Financial Services, the total outstanding balance of the Payment Account and/or Foreign Exchange Account at the time of contract conclusion shall constitute the collateral security.

### **3 Declarations by the Client**

- 3.1 The Client declares that the Client's information provided in this contract is true and correct.
- 3.2 The Client declares that the Bank has provided them with the prior information and necessary explanations in connection with the present contract as defined in the Investment Firms Act and Commission Regulation 2017/565 (EU), in due time and in full, in particular that the Client is aware of and understands the contents of the Uniform Preliminary Information Announcement and its annexes.
- 3.3 The Client who is a retail client or a professional client declares that they have read the announcement titled "OTP Bank Plc.'s Execution and Allocation Policy", which sets out how the Bank will execute its clients' orders, and the Client accepts the provisions contained therein and undertakes to monitor any amendments thereto.
- 3.4 The Client declares that prior to the conclusion of this contract, they have read and understood the Business Regulations forming an integral part of this contract, and the terms and conditions referred to therein, as well as the announcement and General Terms and Conditions forming the annexes of the Business Regulations, in particular the Announcement on Fees, the Supplementary Announcement and the General Business Regulations and, having been specifically informed of any terms and conditions which differ substantially from those laid down by law, customary contractual practice or from any terms and conditions previously applied between the Parties, expressly accept the terms and conditions contained therein.
- 3.5 The Bank specifically draws the Client's attention to the following provisions of the general terms and conditions referred to in Section 3.4, and the Client expressly accepts such notice and information: examination of the target market; national client identifier; relevant communication; prior and ex-post information to the Client; statements of consent; contact; fees, charges and payment thereof; unilateral amendment and modification of contracts; refusal to conclude a contract; termination of contracts; collaterals and collateral security; default and non-performance; responsible custody, limitation and exclusion of liability of the Bank.
- 3.6 The Bank informs the Client that the notice in Section 3.5 does not contain the full provisions of the general terms and conditions referred to in Section 3.4 and that certain provisions may not apply to all Clients, in particular depending on the Client's rating.

### **4 Data processing**

- 4.1 Detailed information on data processing is contained in Annex 5 of the General Business Regulations, in the division business regulations for services provided by the Bank as well as the privacy notices associated with them, in particular Annex I to the Business Regulations, which are available in the branches and on the <https://www.otpbank.hu/portal/en/Privacy> website.

[The following paragraph (No. 5) applies to Business Partners who are natural persons.]

### **5 Client's declaration on the ultimate beneficial owner under Act LIII of 2017**

- 5.1 The undersigned, being aware of my criminal liability, declare that I am acting on my own behalf as a natural person when opening a Consolidated Securities Account.

Dated:

.....  
Client

.....  
OTP Bank Plc.

We, ..... (name, address) and  
..... (name, address), as witnesses, hereby certify  
regarding the Client , (name, address), who cannot/is incapable to read (is  
unable to sign their name or initial),

1. that the undersigned ..... witness\*
  - 1.1. has read and explained
  - 1.2. the present contract (including this deed),
  - 1.3. the general terms and conditions forming part of it,  
and the other information documents to the Client,
2. the Client has read and expressly accepted the documents referred to in paragraph 1 above,
3. the Client agrees that, in order to protect their interests, they may act only with the assistance of a proxy signer when entering into this contract or making a legal statement,
4. the Client has verbally entrusted ..... (name)  
..... (address) (proxy signer) to act as the proxy signer and to  
sign the name of the Client to this contract, declaration and to affix their own signature to it,
5. the Client has accepted the signature of the proxy signer as their own signature in front of us as  
witnesses.

Dated:

.....  
Signature of the proxy signer\*\*

.....  
Client name\*\*\*

.....  
OTP Bank Plc.

.....  
Witness (1)

Name of Witness (1):

Address of Witness (1):

.....  
Witness (2)

Name of Witness (2):

Address of Witness (2):

\* One of the witnesses who reads out and explains the contents of all the documents

\*\* The proxy signer signing their own name

\*\*\* The proxy signer signing the Client's name

We, ..... (name, address) and  
..... (name, address), as witnesses, hereby certify  
regarding the Client , (name, address), who cannot/is incapable to read (is  
able to sign their name or initial),

6. that the undersigned ..... witness\*
- 6.1. has read and explained
- 6.2. the present contract (including this deed),
- 6.3. the general terms and conditions forming part of it,
- and the other information documents to the Client,
7. the Client has read and expressly accepted the documents referred to in paragraph 1 above,
8. the Client has signed/initialled the contract in front of us as witnesses.

Dated:

.....  
Client\*\*

.....  
OTP Bank Plc.

.....  
Witness (1)

Name of Witness (1):

Address of Witness (1):

.....  
Witness (2)

Name of Witness (2):

Address of Witness (2):

\* One of the witnesses who reads out and explains the contents of all the documents

\*\* Signature or initial of the Client who cannot / is unable to read

We, the undersigned ..... (name, address)  
and ..... (name, address), as witnesses hereby  
certify that the Client, ..... (name, address), who cannot / is unable to write (who  
can read but is unable to sign their name or initial):

1. in order to protect their interests, they may act only with the assistance of a proxy signer when entering into this contract or making a legal statement,
2. has verbally entrusted ..... (name) .....  
(address) (proxy signer) to act as the proxy signer and to sign the name of the Client to this contract, declaration and to affix their own signature to it,
3. has accepted the signature of the proxy signer as their own signature in front of us as witnesses.

Dated:

.....  
Signature of the proxy signer\*

.....  
Client name\*\*

.....  
OTP Bank Plc.

.....  
Witness (1)

Name of Witness (1):

Address of Witness (1):

.....  
Witness (2)

Name of Witness (2):

Address of Witness (2):

\*The proxy signer signing their own name  
\*\*The proxy signer signing the Client's name

We, ..... (name, address) and  
..... (name, address), as witnesses, hereby certify  
that the Client, , (name, address), who cannot / is unable to write (who can  
read and is able to sign their name or initial) signed / affixed their signature to this contract / legal  
declaration in front of us as witnesses.

Dated:

.....  
Client\*

.....  
OTP Bank Plc.

.....  
Witness (1)

Name of Witness (1):

Address of Witness (1):

.....  
Witness (2)

Name of Witness (2):

Address of Witness (2):

\*Signature or initial of the Client who cannot / is unable to write (but can read)



OTP Bank Plc.

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Group ID: 17780010-5-44

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Branch:

Branch address:

Client code:

Account number:

## **INVESTMENT SERVICES FRAMEWORK AGREEMENT (CONSOLIDATED SECURITIES ACCOUNT CONTRACT)**

(hereinafter referred to as the "Contract")

concluded by and between **OTP Bank Plc.** (registered office: H-1051 Budapest, Nádor u. 16, Company Registry Court of Budapest-Capital Regional Court, Cg: 01-10-041585) as a provider of investment and ancillary services and as an account manager (hereinafter referred to as the "Bank"), on the one hand, and

[For natural persons]

**Surname and given name:**

**Tax identification number: [•]**

**Surname and given name at birth: [•]**

**Postal address: [•]**

**Mother's maiden name: [•]**

**Place of birth: [•]**

**Date of birth: [•]**

[For non-natural persons]

**Company name: [•]**

**Tax number: [•]**

**Registered office: [•]**

**Notification address: [•]**

**Company registration number: [•]**

**Statistical code: [•]**

as **Trustee**, as Client and Account Holder (hereinafter: Client) on the other hand, in respect of the following Trust Property:

**Name of the Trust Property: [•]**

**Tax number of the Trust Property: [•]**

**<For professional fiduciary asset management companies:> Licence number:**

Upon the express instructions of the Client, the following accounts serve for the clearing and settlement of the payment transactions related to the Consolidated Securities Account:

Payment Account number:

Foreign Currency Account(s) number:

### **1. Subject matter of the Contract**

- 1.1 The Client and the Bank agree that, under this Contract, the Bank shall provide the Client with the investment services and ancillary services referred to in Sections B.I.1.2. and B.I.1.3. of the Investment Services Business Regulations (hereinafter referred to as the "Business Regulations") in return for consideration (remuneration) to be paid by the Client.

## **2. Collaterals**

- 2.1. By concluding this contract, the Client shall establish collateral security in favour of the Bank in the manner set out in the Business Regulations.
- 2.2. The collateral security shall secure the Secured Claim as defined in the Business Regulations up to the Highest Secured Claim Amount.
- 2.3. The collateral security established under the present contract shall comprise the following items of the Client:
- 2.3.1. securities (other than Retail Government Securities) and other financial instruments registered on the Client's Consolidated Securities Account opened for the fiduciary asset management of the Trust Property (including any consolidated securities account to be opened in the future);
  - 2.3.2. the current total available balance of its Payment Accounts or Foreign Currency Accounts opened for the fiduciary asset management of the Trust Property, including Payment Accounts and Foreign Currency Accounts not allocated to the Consolidated Securities Account and those to be opened in the future, including Client Accounts, provided that in the case of a consumer collateral security agreement, in the case of a Secured Claim Arising from Financial Services, the total outstanding balance of the Payment Account and/or Foreign Exchange Account at the time of contract conclusion shall constitute the collateral security.

## **3. Declarations by the Client**

- 3.1. <For ad hoc trustees:> The Client declares that under the fiduciary asset management relationship established in accordance with Act V of 2013 on the Civil Code (Civil Code) on [Date], it carries out the fiduciary asset management activity as the ad hoc Trustee of the Trust Property.
- <For professional fiduciary asset management companies:> The Client declares that, under the fiduciary asset management relationship established in accordance with the Civil Code on [Date], it is the professional fiduciary asset management company of the Trust Property, and it carries out the activity based on the licence issued by the competent authority.
- 3.2. The Parties stipulate that the Trust Property is not a legal entity; under this Contract, the Business Partner of OTP Bank Plc. is the ad hoc trustee/fiduciary asset management company Client. Under this Contract, the Parties refer to the Trust Property due solely to the fact the Client wishes to perform its property separation obligation under the Civil Code by opening separate framework agreements and account contracts with OTP Bank Plc. for its Trust Property and its other assets.
- 3.3. The Client acknowledges that OTP Bank Plc. does not assess the content of the fiduciary asset management relationship, the potential limitations and existence thereof, or the fact whether or not individual asset items belong to the Trust Property. Separating the Trust Property is the sole responsibility of the Client as ad hoc trustee/fiduciary asset management company, and OTP Bank Plc. shall exclude any liability for the definition of the Trust Property or its separate registration. In that regard, OTP Bank Plc. shall strictly rely on the Client's statements. The Client acknowledges and agrees that OTP Bank Plc. shall proceed solely in accordance with the Client's instructions in respect of the fiduciary asset management relationship (including in the case of disputes), and shall not accept instructions from any other party concerned unless provided otherwise by a final court decision.
- OTP Bank Plc. shall not disclose any information on the Client and the Trust Property to any third party unless the conditions enshrined in legislation exist or such disclosure is aimed at the performance of OTP Bank Plc.'s statutory obligation.
- 3.4. In the event of the Client's termination or death or the expiration of its mandate, OTP Bank Plc. shall be entitled to proceed in accordance with the provisions of Chapter A.III.19 of the Investment Services Business Regulations (Responsible custody), and with the rules of the Civil Code on fiduciary asset management.

- 3.5. The Parties agree that the Client shall have unlimited liability, including its own assets, for satisfying claims arising from obligations undertaken under this Contract and under the framework agreements concluded with OTP Bank Plc. with respect to the Trust Property if those claims cannot be satisfied from the Trust Property, in consideration of the fact that OTP Bank Plc. is unable to assess whether the commitment undertaken by the Client as ad hoc trustee/fiduciary asset management company exceeds the limits of the Trust Property.
- 3.6. The Client represents and warrants that the fiduciary asset management activity does not violate the sanctioning provisions or restrictive measures (hereinafter: "**International Sanctions**") applied by the EU, the United Nations Security Council, the competent authority of the United Kingdom, the federal government of the United States of America or any other relevant sanctioning authority, including in particular but not limited to, the provisions set out in Article 5 of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, and in this context, that its activity complies with the requirements stated in Act XV of 2014 on trustees and the rules governing their activities. The Client represents and warrants that the settlor or beneficiary of the Trust Property is other than
- a) a Russian citizen or a natural person having residence in Russia;
  - b) a legal entity, organisation or body incorporated in Russia;
  - c) a legal entity, organisation or body whose proprietary rights are owned for more than 50%, directly or indirectly, by the natural person, legal entity, organisation or body listed in points (a) or (b);
  - d) a legal entity, organisation or body controlled by the natural person, legal entity, organisation or body listed in points (a), (b) and (c);
  - e) a natural person or legal entity, organisation or body acting on behalf or under the control of the natural person, legal entity, organisation or body listed in points (a), (b), (c) and (d).

Moreover, the Client represents that neither the Client, nor its owners (including, in particular, its beneficial owners), its 50% owned or controlled subsidiaries (collectively for the purposes of this Section: the **Entity**), nor any director, officer, employee, agent, subsidiary of any Entity or the Client's representative is subject to an International Sanction or is established, licensed or citizen (resident) of a country or territory that is subject to comprehensive sanctions (including, without limitation, Burma / Myanmar, Crimea, Cuba, Iran, North Korea, Sudan, Syria, and Venezuela, taking into account any changes that may occur over time).

In the event of a breach of the provisions of this Section, OTP Bank Plc. shall be entitled to terminate this Contract in writing with immediate effect. The Client agrees that, in the event of a breach of any of the provisions under this Section, it shall fully compensate OTP Bank Plc. for, and exempt it from any damage, cost or commitment arising from the direct consequences of the breach of the provisions of this Section.

- 3.7 The Client declares that the Client's information provided in this contract is true and correct.
- 3.8 The Client declares that the Bank has provided them with the prior information and necessary explanations in connection with the present contract as defined in the Investment Firms Act and Commission Regulation 2017/565 (EU), in due time and in full, in particular that the Client is aware of and understands the contents of the Uniform Preliminary Information Announcement and its annexes.
- 3.9 The Client who is a retail client or a professional client declares that they have read the announcement titled "OTP Bank Plc.'s Execution and Allocation Policy", which sets out how the Bank will execute its clients' orders, and the Client accepts the provisions contained therein and undertakes to monitor any amendments thereto.
- 3.10 The Client declares that prior to the conclusion of this contract, they have read and understood the Business Regulations forming an integral part of this contract, and the terms and conditions referred to therein, as well as the announcement and General Terms and Conditions forming the annexes of the Business Regulations, in particular the Announcement on Fees, the Supplementary Announcement and the General Business Regulations and, having been specifically informed of any terms and conditions which differ substantially from those laid down by law, customary contractual practice or from any terms and conditions previously applied between the Parties, expressly accept the terms and conditions contained therein.
- 3.11 In particular, the Bank draws the Client's attention to the following provisions of the general terms and conditions referred to in Section 3.10, and the Client expressly accepts such notice and

information: examination of the target market; national client identifier; relevant communication; prior and ex-post information to the Client; statements of consent; contact; fees, charges and payment thereof; unilateral amendment and modification of contracts; refusal to conclude a contract; termination of contracts; collateral and collateral securities; delinquency and default; responsible custody, limitation and exclusion of the Bank's liability.

- 3.12 The Client is informed that the notice under Section 3.11 does not contain the full provisions of the general terms and conditions referred to in Section 3.10 and that certain provisions may not apply to all Clients, in particular depending on the Client's categorisation.

#### **4 Data processing**

- 4.1 Detailed information on data processing is contained in Annex 5 of the General Business Regulations, in the division business regulations for services provided by the Bank as well as the privacy notices associated with them, in particular Annex I to the Business Regulations, which are available in the branches and on the <https://www.otpbank.hu/portal/en/Privacy> website.

[The following paragraph (No. 5) applies to Business Partners who are natural persons.]

#### **5 Client's declaration on the ultimate beneficial owner under Act LIII of 2017**

- 5.1 The undersigned, being aware of my criminal liability, declare that I am acting on my own behalf as a natural person when opening a Consolidated Securities Account.

Dated:

.....  
Client

.....  
OTP Bank Plc.

OTP Bank Plc.

Registered office: H-1051 Budapest, Nádor u. 16, Hungary

Tax number: 10537914-4-44

Group ID: 17780010-5-44

EU VAT No.: HU17780010

Branch:

Branch address:

Client code:

Account number:

## PSA-D CONSOLIDATED SECURITIES ACCOUNT CONTRACT

(hereinafter referred to as the "Contract")

concluded by and between **OTP Bank Plc.** (registered office: H-1051 Budapest, Nádor u. 16, company registration number: 01-10-041585, registered by the Company Registry Court of Budapest-Capital Regional Court) as a provider of investment and ancillary services and as an account manager (hereinafter referred to as the "Bank"), on the one hand, and

Last name and first name:

Mailing address:

Last name and first name at birth:

Tax identification number:

Mother's maiden name:

Place of birth:

Date of birth:

The number of the PSA-D Cash Account used to settle the cash flows related to the PSA (Pension Savings Account) Consolidated Securities Account, as expressly provided by the Client:

as the client and account holder (hereinafter referred to as "Client").

### 1. Subject of the contract

- 1.1 The Client and the Bank agree that, under this contract, the Bank shall provide the Client with the investment services and ancillary services referred to in Sections B.II.9.2 and B.II.9.3 of the Investment Services Business Regulations (hereinafter referred to as the "Business Regulations") in return for consideration (remuneration) to be paid by the Client.

### 2. Declarations by the Client

- 2.1 The Client declares that they meet the eligibility criteria for opening an account for the PSA Consolidated Securities Account as provided for by the applicable Pension Savings Law(s).
- 2.2 The Client declares that they are not subject to debt settlement proceedings under the Debt Settlement Act as a debtor and/or co-debtor. The Client acknowledges that, pursuant to the Debt Settlement Act, the debtor and/or co-debtor may not place their funds in a permanent investment form as of the date the debt settlement is initiated.
- 2.3 The Client declares that the Client's information provided in this contract is true and correct.
- 2.4 The Client declares that the Bank has provided them with the prior information and necessary explanations in connection with the present contract as defined in the Investment Firms Act and Commission Regulation 2017/565 (EU), in due time and in full. The Client declares that, in addition to the foregoing, the Bank has provided them with information on the investment instruments, investment services and ancillary services offered by the Bank in connection with the PSA Consolidated Securities Account and the PSA Cash Account prior to the conclusion of this contract.
- 2.5 The Client who is a retail client or a professional client declares that they have read the announcement titled "OTP Bank Plc.'s Execution and Allocation Policy", which sets out how the Bank will execute its clients' orders, and the Client accepts the provisions contained therein and undertakes to monitor any amendments thereto.

- 2.6 The Client declares that prior to the conclusion of this contract, they have read and understood the Business Regulations forming an integral part of this contract, and the terms and conditions referred to therein, as well as the announcement and General Terms and Conditions forming the annexes of the Business Regulations, in particular the Announcement on Fees, the Supplementary Announcement and the General Business Regulations and, having been specifically informed of any terms and conditions which differ substantially from those laid down by law, customary contractual practice or from any terms and conditions previously applied between the Parties, the Client expressly accepts the terms and conditions contained therein.
- 2.7 The Client declares that prior to the conclusion of this contract, they have read and taken note of the document entitled Information Note on the Pension Savings Account (PSA-D), which forms an integral part of this contract, in particular with regard to the rules on taxation, the possible tax liabilities arising from non-pension payments and taxable pension payments.
- 2.8 The Bank specifically draws the Client's attention to the following provisions of the general terms and conditions referred to in Section 2.6, and the Client expressly accepts such notice and information: examination of the target market; national client identifier; relevant communication; prior and ex-post information to clients; statements of consent; contact; fees, charges and payment thereof; unilateral amendment and modification of contracts; refusal to conclude a contract; termination of contracts; default and non-performance; responsible custody, limitation and exclusion of liability of the Bank.
- 2.9 The Bank informs the Client that the notice in Section 2.8 does not contain the full provisions of the general terms and conditions referred to in Section 2.6 and that certain provisions may not apply to all Clients, in particular depending on the Client's rating.
- 2.10 By signing this contract, the Client declares that they intend to use the distinctive sign "PSA-D" in connection with the PSA Consolidated Securities Account and the PSA Cash Account in accordance with Section 3(76) of the PIT Act.
- 2.11 The Client acknowledges that the contract for the PSA Consolidated Securities Account may only be concluded and terminated together with the contract for the PSA Cash Account. The Client acknowledges that the PSA Cash Account is governed by the relevant contract, the Business Regulations on Retail Bank Accounts, Deposits and Overdrafts (Cash Accounts) and the business regulations and announcements referred to therein, which are applicable together with this contract.

### **3. Data processing**

- 3.1 Detailed information on data processing is contained in Annex 5 of the General Business Regulations, in the division business regulations for services provided by the Bank as well as the privacy notices associated with them, in particular Annex I to the Business Regulations, which are available in the branches and on the <https://www.otpbank.hu/portal/en/Privacy> website.

### **4. Client's declaration on the ultimate beneficial owner under Act LIII of 2017**

- 4.1 The undersigned, being aware of my criminal liability, declare that I am acting on my own behalf as a natural person when opening a PSA Consolidated Securities Account.

The contract is drawn up in duplicate, one copy for the Business Partner and the other for the Bank.

Dated:

.....  
Client

.....  
OTP Bank Plc.

We, ..... (name, address) and  
..... (name, address), as witnesses, hereby certify  
regarding the Client , (name, address), who cannot/is incapable to read (is  
unable to sign their name or initial),

1. that the undersigned ..... witness\*
  - 1.1 has read and explained
  - 1.2 the present contract (including this deed),
  - 1.3 the general terms and conditions forming part of it,and the other information documents to the Client,
2. the Client has read and expressly accepted the documents referred to in paragraph 1 above,
3. the Client agrees that, in order to protect their interests, they may act only with the assistance of a proxy signer when entering into this contract or making a legal statement,
4. the Client has verbally entrusted ..... (name)  
..... (address) (proxy signer) to act as the proxy signer and  
to sign the name of the Client to this contract, declaration and to affix their own signature to it,
5. the Client has accepted the signature of the proxy signer as their own signature in front of us  
as witnesses.

Dated:

.....  
Signature of the proxy signer\*\*

.....  
Client name\*\*\*

.....  
OTP Bank Plc.

.....  
Witness (1)

Name of Witness (1):

Address of Witness (1):

.....  
Witness (2)

Name of Witness (2):

Address of Witness (2):

\* One of the witnesses who reads out and explains the contents of all the documents

\*\* The proxy signer signing their own name

\*\*\* The proxy signer signing the Client's name

We, ..... (name, address) and  
..... (name, address), as witnesses, hereby certify  
regarding the Client , (name, address), who cannot/is incapable to read (is  
able to sign their name or initial),

6. that the undersigned ..... witness\*

6.1 has read and explained

6.2 the present contract (including this deed),

6.3 the general terms and conditions forming part of it,

and the other information documents to the Client,

7. the Client has read and expressly accepted the documents referred to in paragraph 1 above,

8. the Client has signed/initialled the contract in front of us as witnesses.

Dated:

.....  
Client\*\*

.....  
OTP Bank Plc.

.....  
Witness (1)

Name of Witness (1):

Address of Witness (1):

.....  
Witness (2)

Name of Witness (2):

Address of Witness (2):

\* One of the witnesses who reads out and explains the contents of all the documents

\*\* Signature or initial of the Client who cannot / is unable to read

We, the undersigned ..... (name, address)  
and ..... (name, address), as witnesses hereby  
certify that the Client, , (name, address), who cannot / is unable to write (who  
can read but is unable to sign their name or initial):

1. in order to protect their interests, they may act only with the assistance of a proxy signer when entering into this contract or making a legal statement,
2. has verbally entrusted ..... (name)  
..... (address) (proxy signer) to act as the proxy signer and  
to sign the name of the Client to this contract, declaration and to affix their own signature to it,
3. has accepted the signature of the proxy signer as their own signature in front of us as witnesses.

Dated:

.....



Signature of the proxy signer\*

Client name\*\*

OTP Bank Plc.

.....

Witness (1)

Name of Witness (1):

Address of Witness (1):

.....

Witness (2)

Name of Witness (2):

Address of Witness (2):

\*The proxy signer signing their own name

\*\*The proxy signer signing the Client's name

We, the undersigned ..... (name, address)  
and ..... (name, address), as witnesses, hereby  
certify that the Client , (name, address), who cannot / is unable to write (who  
can read and is able to sign their name or initial) signed / affixed its signature to this Contract / legal  
declaration in front of us as witnesses.

Dated:

.....

Client\*

.....

OTP Bank Plc.

.....

Witness (1)

Name of Witness (1):

Address of Witness (1):

.....

Witness (2)

Name of Witness (2):

Address of Witness (2):

\*Signature or initial of the Client who cannot / is unable to write (but can read)

OTP Bank Plc.

Registered office: H-1051 Budapest, Nádor u. 16, Hungary

Tax number: 10537914-4-44

Group ID: 17780010-5-44

EU VAT No.: HU17780010

Branch:

Client code:

Branch address:

Account number:

## CONTRACT FOR LONG-TERM INVESTMENT CONSOLIDATED SECURITIES ACCOUNT

(hereinafter referred to as the "Contract")

concluded by and between **OTP Bank Plc.** (registered office: H-1051 Budapest, Nádor u. 16, Company Registry Court of Budapest-Capital Regional Court, Cg: 01-10-041585) as a provider of investment and ancillary services and as an account manager (hereinafter referred to as the "Bank"), and

on the other hand:

Last name and first name:

Long-Term Investment (LTISA) Cash account number (HUF):

Last name and first name at birth:

Mother's maiden name:

LTISA Cash account(s) number (FX):

Place of birth:

Date of birth:

Mailing address:

Tax identification number:

as the client and account holder (hereinafter referred to as "Client").

### 1. Subject matter of the Contract

- 1.1. The Client and the Bank agree that, under the contract, the Bank shall provide the Client with the investment services and ancillary services specified in Sections B.II.11.2 and B.II.11.3 of the Investment Services Business Regulations (hereinafter referred to as the "Business Regulations") in return for consideration (remuneration) to be paid by the Client.
- 1.2. Where (i) the Business Regulations or (ii) other agreements and declarations between the Parties relating to the subject matter of this Contract refer to a Consolidated Securities Account, it shall be understood to refer to the Long-Term Investment (LTISA) Consolidated Securities Account. In the event of termination or interruption of the Client's deposit in the LTISA Consolidated Securities Account with the Bank under the Contract, the Parties shall apply the tax rules applicable to income from long-term investments under the applicable legislation to the Client's LTISA Consolidated Securities Account, unless mandatory legislation provides otherwise.
- 1.3. The Client expressly authorises the Bank to settle its cash flows related to the use of the investment service and ancillary services and the LTISA Consolidated Securities Account in the currency of the applicable permanent investment legislation(s) on the LTISA Cash Account.

### 2. Collaterals

- 2.1. By concluding this contract, the Client shall establish collateral security in favour of the Bank in the manner set out in the Business Regulations.

- 2.2. The collateral security shall secure the Secured Claim as defined in the Business Regulations up to the Highest Secured Claim Amount.
- 2.3. The collateral security established under the contract shall comprise the following items of the Client:
  - 2.3.1. Securities (other than Retail Government Securities) and other financial instruments registered on the Client's Consolidated Securities Account (including any consolidated securities account to be opened in the future);
  - 2.3.2. The current total available balance of its Payment Accounts, Foreign Currency Accounts, including Payment Accounts and Foreign Currency Accounts not allocated to the Consolidated Securities Account and those to be opened in the future, including Client Accounts, provided that in the case of a consumer collateral security agreement, in the case of a Secured Claim Arising from Financial Services, the total outstanding balance of the Payment Account and/or Foreign Exchange Account at the time of contract conclusion shall constitute the collateral security.

### **3. Declarations by the Client**

- 3.1. The Client declares that the Client's information provided in this contract is true and correct.
- 3.2. The Client declares that the Bank has provided them with the prior information and necessary explanations in connection with the present contract as defined in the Investment Firms Act and Commission Regulation 2017/565 (EU), in due time and in full.
- 3.3. The Client who is a retail client or a professional client declares that they have read the announcement titled "OTP Bank Plc.'s Execution and Allocation Policy", which sets out how the Bank will execute its clients' orders, and the Client accepts the provisions contained therein and undertakes to monitor any amendments thereto.
- 3.4. The Client declares that prior to the conclusion of this contract, they have read and understood the Business Regulations forming an integral part of this contract, and the terms and conditions referred to therein, as well as the announcement and General Terms and Conditions forming the annexes of the Business Regulations, in particular the Announcement on Fees, the Supplementary Announcement and the General Business Regulations and, having been specifically informed of any terms and conditions which differ substantially from those laid down by law, customary contractual practice or from any terms and conditions previously applied between the Parties, the Client expressly accepts the terms and conditions contained therein.
- 3.5. The Bank specifically draws the Client's attention to the following provisions of the general terms and conditions referred to in Section 3.4, and the Client expressly accepts such notice and information: examination of the target market; national client identifier; relevant communication; prior and ex-post information to clients; statements of consent; suitability report; contact; fees, charges and payment thereof; unilateral amendment and modification of contracts; refusal to conclude a contract; termination of contracts; collaterals and collateral security; default and non-performance; responsible custody, limitation and exclusion of liability of the Bank.
- 3.6. The Bank informs the Client that the notice in Section 3.5 does not contain the full provisions of the general terms and conditions referred to in Section 3.4 and that certain provisions may not apply to all Clients, in particular depending on the Client's rating.
- 3.7. The Client declares that prior to entering into the contract, they have read in detail the document "Information Note on Long-Term Investment Securities Accounts (LTISA)", which forms an integral part of the contract, and have taken note of the information contained therein, in particular with regard to the rules on taxation.

### **4. Entry into force, lock-in periods, interruption, termination**

- 4.1. The contract shall enter into force when
  - a. it has been signed by both Parties, and
  - b. a separate contract between the Parties for the LTISA Cash Account has entered into force, and

- c. the minimum amount set out in the applicable legislation has been credited to the LTISA Cash Account.
- 4.2. The contract is concluded for a fixed term and will terminate without any further legal action on the last day of the fifth (5th) calendar year following the first day of the Lock-In Period.
- 4.3. Where, after the expiry of the Lock-In Period specified in the document referred to in Section 3.7, the Client intends to continue to invest with the Bank in accordance with the rules of the law(s) on long-term investment income and long-term investment contracts, the Client must re-enter into the Long-Term Investment Securities Account Agreement with the Bank by the last day of the Lock-In Period, as set out in Section B.II.12 "Long-Term Investment Accounts (LTIA)" of the Business Regulations, in which case the Payment Period as set out in the document specified in Section 3.7 shall not apply as regards the new Long-Term Investment Securities Account Contract.
- 4.4. The contract may terminate and be terminated only in the manner provided for in the law(s) applicable to the income from the long-term investment and the long-term investment contract. If the Client makes no disposition of the investments and funds until the termination of the contract, the Bank shall continue to hold them in custody after the termination of the contract, applying the conditions, fees and charges applicable to the Consolidated Securities Accounts held with it, as set out in the Business Regulations.

## 5. Data processing

Detailed information on data processing is contained in Annex 5 of the General Business Regulations, in the division business regulations for services provided by the Bank as well as the privacy notices associated with them, in particular Annex I to the Business Regulations, which are available in the branches and on the <https://www.otpbank.hu/portal/en/Privacy> website.

## 6. Client's declaration on the ultimate beneficial owner under Act LIII of 2017

The undersigned, being aware of my criminal liability, declare that I am acting on my own behalf as a natural person when opening a Consolidated Securities Account.

Dated:

.....  
Client

.....  
OTP Bank Plc.

We, ..... (name, address) and  
..... (name, address), as witnesses, hereby certify  
regarding the Client , (name, address), who cannot/is incapable to read (is  
unable to sign their name or initial),

1. that the undersigned ..... witness\*
- 1.1 has read and explained
- 1.2 the present contract (including this deed),
- 1.3 the general terms and conditions forming part of it,
- and the other information documents to the Client,
2. the Client has read and expressly accepted the documents referred to in paragraph 1 above,
3. the Client agrees that, in order to protect their interests, they may act only with the assistance of a proxy signer when entering into this contract or making a legal statement,

4. the Client has verbally entrusted ..... (name) ..... (address) (proxy signer) to act as the proxy signer and to sign the name of the Client to this contract, declaration and to affix their own signature to it,
5. the Client has accepted the signature of the proxy signer as their own signature in front of us as witnesses.

Dated:

.....  
Signature of the proxy signer\*\*

.....  
Client name\*\*\*

.....  
OTP Bank Plc.

.....  
Witness (1)

Name of Witness (1):

Address of Witness (1):

.....  
Witness (2)

Name of Witness (2):

Address of Witness (2):

\* One of the witnesses who reads out and explains the contents of all the documents

\*\* The proxy signer signing their own name

\*\*\* The proxy signer signing the Client's name

We, ..... (name, address) and ..... (name, address), as witnesses, hereby certify regarding the Client , (name, address), who cannot/is incapable to read (is able to sign their name or initial),

6. that the undersigned ..... witness\*
- 6.1 has read and explained
- 6.2 the present contract (including this deed),
- 6.3 the general terms and conditions forming part of it,
- and the other information documents to the Client,

7. the Client has read and expressly accepted the documents referred to in paragraph 1 above,

8. the Client has signed/initialled the contract in front of us as witnesses.

Dated:

.....  
Client\*\*

.....  
OTP Bank Plc.

.....  
Witness (1)

Name of Witness (1):

Address of Witness (1):

.....  
Witness (2)

Name of Witness (2):

Address of Witness (2):

\* One of the witnesses who reads out and explains the contents of all the documents

\*\* Signature or initial of the Client who cannot / is unable to read

We, the undersigned ..... (name, address)  
and ..... (name, address), as witnesses hereby  
certify that the Client, ..... (name, address), who cannot / is unable to write (who  
can read but is unable to sign their name or initial):

1. in order to protect their interests, they may act only with the assistance of a proxy signer when  
entering into this contract or making a legal statement,
2. has verbally entrusted ..... (name)  
..... (address) (proxy signer) to act as the proxy signer and  
to sign the name of the Client to this contract, declaration and to affix their own signature to it,
3. has accepted the signature of the proxy signer as their own signature in front of us as witnesses.

Dated:

.....  
Signature of the proxy signer\*

.....  
Client name\*\*

.....  
OTP Bank Plc.

.....  
Witness (1)  
Name of Witness (1):  
Address of Witness (1):

.....  
Witness (2)  
Name of Witness (2):  
Address of Witness (2):

\*The proxy signer signing their own name

\*\*The proxy signer signing the Client's name

We, the undersigned ..... (name, address)  
and ..... (name, address), as witnesses, hereby  
certify that the Client  
..... (name, address), who cannot / is unable to write (who  
can read and is able to sign their name or initial) signed / affixed its signature to this Contract / legal  
declaration in front of us as witnesses.

Dated:

.....  
Client\*

.....  
OTP Bank Plc.

.....  
Witness (1)  
Name of Witness (1):

.....  
Witness (2)  
Name of Witness (2):

Address of Witness (1):

Address of Witness (2):

\*Signature or initial of the Client who cannot / is unable to write (but can read)

OTP Bank Plc.

Registered office: H-1051 Budapest, Nádor u. 16, Hungary

Tax number: 10537914-4-44

Group ID: 17780010-5-44

EU VAT No.: HU17780010

Branch:

Branch address:

Client code:

Account number:

## CONTRACT FOR LONG-TERM INVESTMENT CONSOLIDATED SECURITIES ACCOUNT

(hereinafter referred to as the "Contract")

concluded by and between **OTP Bank Plc.** (registered office: H-1051 Budapest, Nádor u. 16, Company Registry Court of Budapest-Capital Regional Court, Cg: 01-10-041585) as a provider of investment and ancillary services and as an account manager (hereinafter referred to as the "Bank"), and

on the other hand:

Last name and first name:

Long-Term Investment (LTISA) Cash account number (HUF):

Last name and first name at birth:

Mother's maiden name:

LTISA Cash account(s) number (FX):

Place of birth:

Date of birth:

Mailing address:

Tax identification number:

as **Trustee**, as Client and Account Holder (hereinafter: Client) on the other hand, in respect of the following Trust Property:

**Designation of the Trust Property: [•]**

**Tax number of the Trust Property: [•]**

**<For professional fiduciary asset management companies:> Licence number:**

as the client and account holder (hereinafter referred to as "Client").

### 1. Subject matter of the Contract

- 1.1 The Client and the Bank agree that, under the contract, the Bank shall provide the Client with the investment services and ancillary services specified in Sections B.II.11.2 and B.II.11.3 of the Investment Services Business Regulations (hereinafter referred to as the "Business Regulations") in return for consideration (remuneration) to be paid by the Client.
- 1.2 Where (i) the Business Regulations or (ii) other agreements and declarations between the Parties relating to the subject matter of this Contract refer to a Consolidated Securities Account, it shall be understood to refer to the Long-Term Investment (LTISA) Consolidated Securities Account. In the event of termination or interruption of the Client's deposit in the LTISA Consolidated Securities Account with the Bank under the Contract, the Parties shall apply the tax rules applicable to income from long-term investments under the applicable legislation to the Client's LTISA Consolidated Securities Account, unless mandatory legislation provides otherwise.



- 1.3 The Client expressly authorises the Bank to settle its cash flows related to the use of the investment service and ancillary services and the LTISA Consolidated Securities Account in the currency of the applicable permanent investment legislation(s) on the LTISA Cash Account.

## **2. Collaterals**

- 2.1 By concluding this contract, the Client shall establish collateral security in favour of the Bank in the manner set out in the Business Regulations.
- 2.2 The collateral security shall secure the Secured Claim as defined in the Business Regulations up to the Highest Secured Claim Amount.
- 2.3 The collateral security established under the contract shall comprise the following items of the Client:
- 2.3.1 securities (other than Retail Government Securities) and other financial instruments registered on the Client's Consolidated Securities Account opened for the fiduciary asset management of the Trust Property (including any consolidated securities account to be opened in the future);
- 2.3.2 the current total available balance of its Payment Accounts, Foreign Currency Accounts opened for the fiduciary asset management of the Trust Property, including Payment Accounts and Foreign Currency Accounts not allocated to the Consolidated Securities Account and those to be opened in the future, including Client Accounts, provided that in the case of a consumer collateral security agreement, in the case of a Secured Claim Arising from Financial Services, the total outstanding balance of the Payment Account and/or Foreign Exchange Account at the time of contract conclusion shall constitute the collateral security.

## **3. Declarations by the Client**

- 3.1. <For ad hoc trustees:> The Client declares that under the fiduciary asset management relationship established in accordance with Act V of 2013 on the Civil Code (Civil Code) on [Date], it carries out the fiduciary asset management activity as the ad hoc Trustee of the Trust Property.
- <For professional fiduciary asset management companies:> The Client declares that, under the fiduciary asset management relationship established in accordance with the Civil Code on [Date], it is the professional fiduciary asset management company of the Trust Property, and it carries out the activity based on the licence issued by the competent authority.
- 3.2. The Client declares that it concludes the Long-term Investment Securities Account Contract with the Bank as an ad hoc Trustee / fiduciary asset management company as per Section 67/B (14)(b) of the PIT Act for the purpose of performing the fiduciary asset management contract concluded with a natural person as settlor for the benefit of a natural person as beneficiary.
- 3.3. The Parties stipulate that the Trust Property is not a legal entity; under this Contract, the Business Partner of OTP Bank Plc. is the ad hoc trustee/fiduciary asset management company Client. Under this Contract, the Parties refer to Trust Property due solely to the fact the Client wishes to perform its property separation obligation under the Civil Code by opening separate framework agreements and account contracts with the Bank for its Trust Property and its other assets.
- 3.4. The Client acknowledges that the Bank does not assess the content of the fiduciary asset management relationship, the potential limitations and existence thereof, or the fact whether or not individual asset items belong to the Trust Property. Separating the Trust Property is the sole responsibility of the Client as ad hoc trustee/fiduciary asset management company, and the Bank shall exclude any liability for the definition of the Trust Property or its separate registration. In that regard, the Bank shall strictly rely on the Client's statements. The Client

acknowledges and agrees that the Bank shall proceed solely in accordance with the Client's instructions in respect of the fiduciary asset management relationship (including in the case of disputes), and shall not accept instructions from any other party concerned unless provided otherwise by a final court decision. The Client expressly agrees that the Bank shall not be liable for any damages potentially arising from the interpretation and application of the legislation referred to in Section 3.2, especially as it relates to the tax benefits linked to the long-term investment contract.

- 3.5. The Bank shall not disclose any information on the Client and the Trust Property to any third party unless the conditions enshrined in legislation exist or such disclosure is aimed at the performance of OTP Bank Plc.'s statutory obligation.
- 3.6. In the event of the Client's termination or death or the expiration of its mandate, the Bank shall be entitled to proceed in accordance with the provisions of Chapter A.III.19 of the Investment Services Business Regulations (Responsible custody), and with the rules of the Civil Code on fiduciary asset management.
- 3.7. The Parties agree that the Client shall have unlimited liability, including its own assets, for satisfying claims arising from obligations undertaken under this Contract and under the framework agreements concluded with the Bank with respect to the Trust Property if those claims cannot be satisfied from the Trust Property, in consideration of the fact that the Bank is unable to assess whether the commitment undertaken by the Client as ad hoc trustee/fiduciary asset management company exceeds the limits of the Trust Property.
- 3.8. The Client represents and warrants that the fiduciary asset management activity does not violate the sanctioning provisions or restrictive measures (hereinafter: "**International Sanctions**") applied by the EU, the United Nations Security Council, the competent authority of the United Kingdom, the federal government of the United States of America or any other relevant sanctioning authority, including in particular but not limited to, the provisions set out in Article 5 of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, and in this context, that its activity complies with the requirements stated in Act XV of 2014 on trustees and the rules governing their activities. The Client represents and warrants that the settlor or beneficiary of the Trust Property is other than
- a) a Russian citizen or a natural person having residence in Russia;
  - b) a legal entity, organisation or body incorporated in Russia;
  - c) a legal entity, organisation or body whose proprietary rights are owned for more than 50%, directly or indirectly, by the natural person, legal entity, organisation or body listed in points (a) or (b);
  - d) a legal entity, organisation or body controlled by the natural person, legal entity, organisation or body listed in points (a), (b) and (c);
  - e) a natural person or legal entity, organisation or body acting on behalf or under the control of the natural person, legal entity, organisation or body listed in points (a), (b), (c) and (d).

Moreover, the Client represents that neither the Client, nor its owners (including, in particular, its beneficial owners), its 50% owned or controlled subsidiaries (collectively for the purposes of this Section: the **Entity**), nor any director, officer, employee, agent, subsidiary of any Entity or the Client's representative is subject to an International Sanction or is established, licensed or citizen (resident) of a country or territory that is subject to comprehensive sanctions (including, without limitation, Burma / Myanmar, Crimea, Cuba, Iran, North Korea, Sudan, Syria, and Venezuela, taking into account any changes that may occur over time).

In the event of a breach of the provisions of this Section, OTP Bank Plc. shall be entitled to terminate this Contract in writing with immediate effect. The Client agrees that, in the event of a breach of any of the provisions under this Section, it shall fully compensate OTP Bank Plc. for, and exempt it from any damage, cost or commitment arising from the direct consequences of the breach of the provisions of this Section.

- 3.9. The Client declares that the Client's information provided in this contract is true and correct.

- 3.10. The Client declares that the Bank has provided them with the prior information and necessary explanations in connection with the present contract as defined in the Investment Firms Act and Commission Regulation 2017/565 (EU), in due time and in full.
- 3.11. The Client who is a retail client or a professional client declares that they have read the announcement titled "OTP Bank Plc.'s Execution and Allocation Policy", which sets out how the Bank will execute its clients' orders, and the Client accepts the provisions contained therein and undertakes to monitor any amendments thereto.
- 3.12. The Client declares that prior to the conclusion of this contract, they have read and understood the Business Regulations forming an integral part of this contract, and the terms and conditions referred to therein, as well as the announcement and General Terms and Conditions forming the annexes of the Business Regulations, in particular the Announcement on Fees, the Supplementary Announcement and the General Business Regulations and, having been specifically informed of any terms and conditions which differ substantially from those laid down by law, customary contractual practice or from any terms and conditions previously applied between the Parties, the Client expressly accepts the terms and conditions contained therein.
- 3.13. In particular, the Bank draws the Client's attention to the following provisions of the general terms and conditions referred to in Section 3.12, and the Client expressly accepts such notice and information: examination of the target market; national client identifier; relevant communication; prior and ex-post information to clients; statements of consent; suitability report; contact; fees, charges and payment thereof; unilateral amendment and modification of contracts; refusal to conclude a contract; termination of contracts; collateral items and collateral security; default and non-performance; responsible custody, limitation and exclusion of the Bank's liability.
- 3.14. The Client is informed that the notice referred to in Section 3.13 does not contain the full provisions of the general terms and conditions cited in Section 3.12 and that certain provisions may not apply to all Clients, in particular depending on the Client's categorisation.
- 3.15. The Client declares that prior to entering into the contract, they have read in detail the document "Information Note on Long-Term Investment Securities Accounts (LTISA)", which forms an integral part of the contract, and have taken note of the information contained therein, in particular with regard to the rules on taxation.

#### **4 Entry into force, lock-in periods, interruption, termination**

- 4.1 The contract shall enter into force when
- it has been signed by both Parties, and
  - a separate contract between the Parties for the LTISA Cash Account has entered into force, and
  - the minimum amount set out in the applicable legislation has been credited to the LTISA Cash Account.
- 4.2 The contract is concluded for a fixed term and will terminate without any further legal action on the last day of the fifth (5th) calendar year following the first day of the Lock-In Period.
- 4.3 Where, after the expiry of the Lock-In Period specified in the document referred to in Section 3.15, the Client intends to continue to invest with the Bank in accordance with the rules of the law(s) on long-term investment income and long-term investment contracts, the Client must re-enter into the Long-Term Investment Securities Account Agreement with the Bank by the last day of the Lock-In Period, as set out in Chapter B.II.12 'Long-Term Investment Accounts (LTIA)' of the Business Regulations, in which case the Payment Period as set out in the document specified in Section 3.15 shall not apply as regards the new Long-Term Investment Securities Account Contract.
- 4.4 The contract may terminate and be terminated only in the manner provided for in the law(s) applicable to the income from the long-term investment and the long-term investment contract. If the Client makes no disposition of the investments and funds until the termination of the contract, the Bank shall continue to hold them in custody after the termination of the contract,

applying the conditions, fees and charges applicable to the Consolidated Securities Accounts held with it, as set out in the Business Regulations.

## **5 Data processing**

Detailed information on data processing is contained in Annex 5 of the General Business Regulations, in the division business regulations for services provided by the Bank as well as the privacy notices associated with them, in particular Annex I to the Business Regulations, which are available in the branches and on the <https://www.otpbank.hu/portal/en/Privacy> website.

Dated:

.....  
Client

.....  
OTP Bank Plc.

Model contract for the subscription of Hungarian government securities by a private individual, normally rated client, without investment advice, for a transaction at a bank branch, using a model contract with dynamic fields.

OTP Bank Plc.

Registered office: H-1051 Budapest, Nádor u. 16, Hungary

Tax number: 10537914-4-44

Group ID: 17780010-5-44

EU VAT No.: HU17780010

## **CONTRACT (Subscription)**

### **Subject matter of the contract**

This document is the Contract concluded between ..... (hereinafter referred to as the "Client") and OTP Bank Plc. (hereinafter referred to as the "Bank") for the Individual Transaction specified in this document.

The Client makes a declaration to acquire the Security in accordance with the Primary Marketing Document and/or the Client instructs the Bank to acquire the Security on the Client's behalf in accordance with the Primary Marketing Document and this Contract.

The Client declares that the Client has entered into this Contract in full knowledge of the Primary Marketing Document and accepts to be bound by the provisions contained therein.

The Client also acknowledges the provisions of the Primary Marketing Document regarding the target market for investors, in particular that the Issuer, by placing the Securities specified below, has aimed to reach investors with expenses and income in Hungarian forint and actual savings. The Client declares that the Client is a person with expenses and income in Hungarian forints and with actual savings.

The Client expressly agrees and acknowledges that, under the relevant provision of the Capital Market Act, the Issuer and ÁKK Zrt. (Government Debt Management Agency Private Company Limited by Shares) are entitled to know the content of this Contract and the Client's data for the purposes of the placing and are entitled to use such data for the same purposes.

The Client declares that there is no restriction on their acquisition of the Securities(s) specified in this Contract.

### **Client details**

Client name:

Place and date of birth:

Mother's name:

MiFID categorisation:

Client classification:

Represented by:

### **Details of the security**

Name:

ISIN code:

Name of issuer:

Name of primary marketing document:

Basic denomination:  
Currency of principal repayment  
Maturity:  
Risk rating:  
Complex product:

#### **Individual Transaction details**

Transaction number:  
Manner of distribution:  
  
Transaction channel:  
Date and time of meeting:  
Person initiating meeting:  
Administrator providing prior information,  
investment advisory services:  
Branch address:  
Result of MiFID analysis:  
Target market survey results:  
Justification of target market:  
Type of the order:  
Order direction:  
Quantity of the order (nominal value):  
Subscription price (unit price) valid on the day of  
subscription:  
Net price: %  
Accrued interest: %  
Gross price: %  
Yield: %  
Exchange rate value:  
Amount payable (in foreign currency):

#### **Account information**

Amount to be debited from a payment/FX account:  
Payment/FX account number:  
Securities account number to be credited:  
Type of securities account:

#### **Terms and conditions**

The Bank has not provided investment consulting services in connection with the Contract to the Client, and the Contract was concluded exclusively upon the Client's initiative.

The Client declares that the prior information and the necessary explanation stipulated in the Investment Firms Act and Commission Delegated Regulation (EU) 2017/565 were provided by the Bank fully and in a timely and comprehensive manner.

The Parties represent that this Contract also serves as a record of the material information of the conversation between them.

For matters not covered by this Contract, the Investment Services Business Regulations and the provisions in the announcements referred to in and annexed to such Business Regulations, as well as the content of the General Terms and Conditions, the General Business Regulations and other division business regulations applicable to the Bank's services, shall prevail. The Client declares that before signing the Contract, the Client has read the Investment Services Business Regulations which forms part of this Contract and the announcements referred to therein and annexed thereto, and the General Terms and Conditions, including but not limited to the Bank's Execution and Allocation Policy, the Announcement on Fees, the Supplementary Announcement and the General Business Regulations, and the other division business regulations applicable to the Bank's services and expressly accept the terms and conditions contained therein.

### **Collateral**

By concluding this contract, the Client establishes collateral security for the benefit of the Bank and, in the manner set out in the Investment Services Business Regulations, confirms the collateral security already established in the contract covered by the Investment Services Business Regulations. The collateral security shall secure the Secured Claim as defined in the Investment Services Business Regulations up to the Highest Secured Claim Amount.

In the case of a Secured Claim Arising from Financial Services, the collateral security established under the present contract shall constitute the following that are owned by, or due to, the Client at the time of the conclusion of the present contract:

- securities recorded on a Consolidated Securities Account and not considered Retail Government Securities, and
- Claims on Payment Accounts, Foreign Currency Accounts (including Client Accounts, and Payment Accounts and Foreign Currency Accounts not specified for the clearing and settlement of Individual Transactions).

In the case of a Secured Claim Arising from Investment Services, the collateral security shall also constitute the following that are owned by, or due to, the Client at the time of the conclusion of the present contract, or acquired by, or due to, the Client after the conclusion of the present contract:

- All financial instruments recorded on a Consolidated Securities Account and not considered Retail Government Securities, and
- Claims on Payment Accounts, Foreign Currency Accounts (including Client Accounts, and Payment Accounts and Foreign Currency Accounts not specified for the clearing and settlement of Individual Transactions).

Dated: .....

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Client

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OTP Bank Plc.

Model contract for the purchase of T-Day non-equity guaranteed units issued by OTP Fund Management Ltd. without investment advice, in the case of a branch transaction, using a model contract containing dynamic fields, for a private individual with normal rating.

OTP Bank Plc.

Registered office: H-1051 Budapest, Nádor u. 16, Hungary

Tax number: 10537914-4-44

Group ID: 17780010-5-44

EU VAT no.: HU17780010

## **CONTRACT (Fund Unit Purchase)**

### **Subject matter of the contract**

This document is the Contract concluded between ..... (hereinafter referred to as the "Client") and OTP Bank Plc., acting as the distributor of the specified fund unit (hereinafter referred to as the "Bank"), for the Individual Transaction specified in this document.

This document also provides the information following execution in accordance with Article 59 of Regulation 2017/565 (EU); it also provides the proof of execution.

The Client instructs the Bank to purchase the following Securities in continuous distribution. The Client undertakes unconditionally and irrevocably to purchase the Securities which are the subject of this buy order and to pay the consideration.

### **Client details:**

Client name:

Place and date of birth:

Mother's name:

MiFID categorisation:

Client classification:

Represented by:

### **Securities data:**

Name:

ISIN code:

Issuer:

Basic denomination:

Risk rating:

Complex product:

### **Information on the Individual Transaction:**

Contract ID:

Investment advisory (services) provided:

Transaction channel:

Date and time of meeting:

Person initiating meeting:

Administrator providing prior advice:

Branch address:

Result of the MiFID analysis:

Target market survey results:

Justification of target market:

Order direction:

Execution venue:

The amount the customer intends to purchase:

Net asset value (unit price):



Purchase price:

Buying commission:  
Amount payable:

Credit day:

**Account information**

Amount debited/to be debited to a payment/FX account:  
Payment/FX account number:  
Securities account number to be credited:  
Type of securities account:

**Terms and conditions**

Under the present Contract, the Bank shall not examine the suitability and appropriateness of the financial instrument and transaction in the Contract for the investment purposes of the Client.

The Bank has not provided investment consulting services in connection with the Contract to the Client, and the Contract was concluded exclusively upon the Client's initiative. The Client declares that they acknowledge this and undertake to fulfil all their obligations stipulated in the Contract.

The Client declares that the Bank has provided them with the prior information provided for in the Investment Firms Act and Commission Regulation 2017/565 (EU), including information on costs and related fees and the necessary explanations comprehensively, in due time and in full, including, in particular, by making available to the Client or and explaining, as necessary, the Bank's Investment Services Business Regulations, the Uniform Preliminary Information Announcement, the Announcement on Fees, the Supplementary Announcement, the Announcement on the product characteristics of investment funds available to normal and premium clients, the key information document, the investment fund prospectus and the fund rules.

The Parties represent that this Contract also serves as a record of the material information of the conversation between them.

For matters not covered by this Contract, the Investment Services Business Regulations and the provisions in the announcements referred to in and annexed to such Business Regulations, as well as the content of the General Terms and Conditions, the General Business Regulations and other division business regulations applicable to the Bank's services, shall prevail. The Client declares that before signing the Contract, the Client has read the Investment Services Business Regulations which forms part of this Contract and the announcements referred to therein and the General Terms and Conditions, including but not limited to the Bank's Execution and Allocation Policy, the Announcement on Fees, the Supplementary Announcement and the General Business Regulations, and the other division business regulations applicable to the Bank's services and expressly accept the terms and conditions contained therein.

**Collateral**

By concluding this contract, the Client establishes collateral security for the benefit of the Bank and, in the manner set out in the Investment Services Business Regulations, confirms the collateral security already established in the Investment Services Business Regulations.

The collateral security shall secure the Secured Claim as defined in the Investment Services Business Regulations up to the Highest Secured Claim Amount.

In the case of a Secured Claim Arising from Financial Services, the collateral security established under the present contract shall constitute the following that are owned by, or due to, the Client at the time of the conclusion of the present contract:

- securities recorded on a Consolidated Securities Account and not considered Retail Government Securities, and

- Claims on Payment Accounts, Foreign Currency Accounts (including Client Accounts, and Payment Accounts and Foreign Currency Accounts not specified for the clearing and settlement of Individual Transactions).

In the case of a Secured Claim Arising from Investment Services, the collateral security shall also constitute the following that are owned by, or due to, the Client at the time of the conclusion of the present contract, or acquired by, or due to, the Client after the conclusion of the present contract:

- All financial instruments recorded on a Consolidated Securities Account and not considered Retail Government Securities, and
- Claims on Payment Accounts, Foreign Currency Accounts (including Client Accounts, and Payment Accounts and Foreign Currency Accounts not specified for the clearing and settlement of Individual Transactions).

### **Other terms and conditions**

The Client shall provide the necessary funds in the currency of the Securities to be purchased in the account specified in this Contract. The Client agrees that the Bank may, on the basis of the present contract for services, at the same time as the order is given, block the necessary funds and, on the settlement date, debit the Client's account specified in the present Contract with the necessary consideration and credit the Securities(s) specified in the present Contract on the Crediting Date to the Client's Securities Account specified above.

The Client declares that they have read the terms and conditions set out in the Marketing Documents, including in particular, but not limited to, the risks associated with the Securities, and have entered into this Contract in the knowledge of these terms and conditions. The Client further declares that the investment under this Contract is within the Client's risk-bearing capacity.

Dated: .....

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Client

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OTP Bank Plc.

Model contract for the redemption of T-Day non-equity guaranteed units issued by OTP Fund Management Ltd. without investment advice, in the case of a branch transaction, using a model contract containing dynamic fields, for a private individual with normal rating.

OTP Bank Plc.  
Registered office: H-1051 Budapest, Nádor u. 16, Hungary  
Tax number: 10537914-4-44  
Group ID: 17780010-5-44  
EU VAT no.: HU17780010

## **CONTRACT** **(Redemption of fund units)**

### **Subject matter of the contract**

This document is the Contract concluded between ..... (hereinafter referred to as the "Client") and OTP Bank Plc., acting as the distributor of the specified fund unit (hereinafter referred to as the "Bank"), for the Individual Transaction specified in this document.

This document also provides the information following execution in accordance with Article 59 of Regulation 2017/565 (EU); it also provides the proof of execution.

The Client instructs the Bank to redeem the following Securities, which are in the Client's sole ownership, free of any claims, encumbrances, demands and deficiencies, in the context of continuous distribution. The Client undertakes unconditionally and irrevocably to redeem the Securities which are the subject of this redemption order and to fulfil their other obligations.

### **Client details:**

Client name:  
Place and date of birth:  
Mother's name:  
MiFID categorisation:  
Client classification:  
Represented by:

### **Securities data:**

Name:  
ISIN code:  
Issuer:  
Basic denomination:  
Risk rating:  
Complex product:

### **Information on the Individual Transaction:**

Contract ID:  
Investment advisory (services) provided:  
Call ID:  
Transaction channel:  
The date of recording the order:  
Date and time of meeting:  
Person initiating meeting:  
Administrator providing prior advice:  
Branch address:  
Result of the MiFID analysis:  
Target market survey results:  
Justification of target market:

Order direction:

Execution venue:

Order quantity: units

Net asset value (unit price):

Redemption price:

Redemption commission:

Redemption excess commission:

Certified (direct) incidental cost that may be taken into account:

Certified (indirect) incidental cost that may be taken into account:

Interest income served until 31.12.2015:

Interest income served after 31.12.2015:

Personal income tax base:

Personal income tax deducted:

Social contribution tax base:

Deducted social contribution tax:

Amount credited:

Credit day:

**Securities backing the transaction:**

ISIN code:	Piece for sale:	Date of entry	Acquisition price
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**Account information**

Value date pecuniary claim credited/to be credited:

Account of the value date pecuniary claim account:

Securities account number to be debited:

Type of securities account:

**Terms and conditions**

Under the present Contract, the Bank shall not examine the suitability and appropriateness of the financial instrument and transaction in the Contract for the investment purposes of the Client.

The Bank has not provided investment advisory services to the Client in connection with the Contract and the Contract was entered into for the sale of a financial instrument. The Client declares that they acknowledge this and undertake to fulfil all their obligations stipulated in the Contract.

The Client declares that the Bank has provided them with the prior information provided for in the Investment Firms Act and Commission Regulation 2017/565 (EU) and the necessary explanations comprehensively, in due time and in full, including, in particular, by making available to the Client or and explaining, as necessary, the Bank's Investment Services Business Regulations, the Uniform Preliminary Information Announcement, the Announcement on Fees, the Supplementary Announcement, the Announcement on the product characteristics of investment funds available to normal and premium clients, the key information document, the investment fund prospectus and the fund rules.

The Parties represent that this Contract also serves as a record of the material information of the conversation between them.

For matters not covered by this Contract, the Investment Services Business Regulations and the provisions in the announcements referred to in and annexed to such Business Regulations, as well as the content of the General Terms and Conditions and the General Business Regulations shall prevail. The Client declares that before signing the Contract, the Client has read the Investment Services Business Regulations which forms part of this Contract and the announcements referred to therein and annexed thereto, and the General Terms and Conditions, including but not limited to the Bank's

Execution and Allocation Policy, the Announcement on Fees, the Supplementary Announcement and the General Business Regulations, and the other division business regulations applicable to the Bank's services and expressly accept the terms and conditions contained therein.

### **Collateral**

By concluding this contract, the Client establishes collateral security for the benefit of the Bank and, in the manner set out in the Investment Services Business Regulations, confirms the collateral security already established in the Investment Services Business Regulations.

The collateral security shall secure the Secured Claim as defined in the Investment Services Business Regulations up to the Highest Secured Claim Amount.

In the case of a Secured Claim Arising from Financial Services, the collateral security established under the present contract shall constitute the following that are owned by, or due to, the Client at the time of the conclusion of the present contract:

- securities recorded on a Consolidated Securities Account and not considered Retail Government Securities, and
- Claims on Payment Accounts, Foreign Currency Accounts (including Client Accounts, and Payment Accounts and Foreign Currency Accounts not specified for the clearing and settlement of Individual Transactions).

In the case of a Secured Claim Arising from Investment Services, the collateral security shall also constitute the following that are owned by, or due to, the Client at the time of the conclusion of the present contract, or acquired by, or due to, the Client after the conclusion of the present contract:

- All financial instruments other than Retail Government Securities recorded on a Consolidated Securities Account, and
- Claims on Payment Accounts, Foreign Currency Accounts (including Client Accounts, and Payment Accounts and Foreign Currency Accounts not specified for the clearing and settlement of Individual Transactions).

### **Other terms and conditions**

The Client agrees and acknowledges that the Bank will block the Securities to be redeemed in the Client's Securities Account as defined in this Contract on the basis of this contract for services at the same time as the mandate is given and will debit the Client's Securities Account as defined in this Contract with the Securities to be redeemed on the Crediting Date. The Client agrees that the Bank shall credit the Client's account as defined in this Contract on the Crediting Date with the amount of the Credited Amount, after deduction of the amounts under this Contract, representing the consideration for the Transaction, based on the actual net asset value.

The Client declares that they have read the terms and conditions set out in the Marketing Documents, including in particular, but not limited to, the risks associated with the Securities, and have entered into this Contract in the knowledge of these terms and conditions. The Client further declares that the investment under this Contract is within the Client's risk-bearing capacity.

### **Terms of taxation**

In the case of natural persons, this Contract constitutes a tax document, which serves as proof of the deduction of the personal income tax and the social contribution tax to be applied from 1 July 2023.

Please retain this document until the date on which the right to a tax assessment lapses.

Dated: .....

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Client

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OTP Bank Plc.

OTP Bank Plc.  
Registered office: H-1051 Budapest, Nádor u. 16, Hungary  
Tax number: 10537914-4-44  
Group ID: 17780010-5-44  
EU VAT no.: HU17780010

## CONTRACT

### **Subject matter of the Contract**

[The following paragraph applies if the order channel is phone, email, internet banking, mail, or fax]  
This document serves as the confirmation of the Contract regarding the **Permanent Purchase Order** specified in this document, concluded between <client\_name><company\_name> and **OTP Bank Plc.** as the distributor of the designated investment fund.

[The following paragraph applies if the order channel is personal]  
This document is the Contract regarding the **Permanent Purchase Order** specified in this document, concluded between <client\_name><company\_name> and **OTP Bank Plc.** acting as the distributor of the designated investment fund. OTP Bank Plc. is authorized, on behalf of the issuer of the securities specified in this Contract, to distribute the securities in Hungary. The Client gives an order to OTP Bank Plc. to regularly and repeatedly acquire securities for the Client from the start of Validity, during their Validity, on the Execution Dates under the conditions set forth in this Contract.

[The following paragraph applies if the Client is acting on their own behalf]

### **Client details**

Name:

Place and date of birth:

Mother's name:

Company name:

Registered office:

MiFID categorisation:

[The following paragraph applies if a representative is acting on behalf of the Client]

### **Representative details**

Name:

Place and date of birth:

Mother's name:

Type of representation:

MiFID categorisation:

**Security details**

Name:

ISIN code:

Name of issuer:

Basic denomination:

Settlement date:

Risk rating:

Complex product:

**Individual order details**

Contract ID:

Investment advisory (services) provided:

Execution venue: OTP Bank Plc. (as a dealer)

Call ID:

Transaction channel:

Date and time of meeting:

Person initiating meeting:

Administrator providing prior information, investment advisory services:

Administrator providing prior information:

Branch address:

Result of the MiFID analysis:

Result of the target market analysis:

Justification of target market:

Amount to be invested regularly:

Frequency of investment:

Start of Validity:

Validity: until revoked or the expiration date:

Date of execution:

Fee for the order:

**Account information**

Payment/FX account number:

Securities account number to be credited:

Type of securities account:

Name of target portfolio:

Type of target portfolio:

The Client acknowledges that the amount to be invested regularly by the Client, as specified in the Contract, includes the amount corresponding to the current Purchase Commission.



### **Terms and conditions**

*[The following paragraph applies in case of Professional Clients or Eligible Counterparties]*

The Client acknowledges that, in the case of Professional Clients and Eligible Counterparties, OTP Bank Plc. is **not obliged to assess the Client's appropriateness** before executing orders, in accordance with the relevant provisions of the law and the Investment Services Business Regulations of OTP Bank Plc. The Client declares that they have understood this information and its consequences, and that they undertake to fulfill all obligations related to the Contract with this acknowledgment.

The Client declares that OTP Bank Plc. has provided them with the prior information and necessary explanations specified in the Investment Firms Act and the Commission Regulation (EU) 2017/565 in full, in a timely and comprehensive manner. This includes, in particular, making available or providing access to the Bank's Investment Services Business Regulations, the Standard Prior Information Announcement, the relevant Announcement on Fees, the Product Information, the MiFID Client Information, the Key Information Document, and the prior information on costs and related fees.

*[The following paragraph applies in case of personal service]*

The Parties declare that this Contract also serves to record the essential information of the conversation between them.

*[The following paragraph applies in the case of Professional Clients or Retail Clients]*

In matters not regulated by this Contract, the Investment Services Business Regulations of OTP Bank Plc. (hereinafter: Business Regulations) and its annexes, as well as the announcements and business regulations referred to therein, shall apply. The Client declares that prior to the conclusion of this Contract, they have reviewed the Business Regulations and its annexes, the announcements and business regulations referred to therein, including but not limited to the Execution and Allocation Policy, the relevant Announcement on Fees, the Supplementary Announcement and the General Business Regulations of OTP BANK Plc., and expressly accepts the contents thereof.

*[The following paragraph applies in the case of Eligible Counterparties]*

In matters not regulated by this Contract, the Investment Services Business Regulations of OTP Bank Plc. (hereinafter: Business Regulations) and its annexes, as well as the announcements and business regulations referred to therein, shall apply. The Client declares that prior to the conclusion of this Contract, they have reviewed the Business Regulations and its annexes, the announcements and business regulations referred to therein, including but not limited to the relevant Announcement on Fees, the Supplementary Announcement, and the General Business Regulations of OTP Bank Plc., and expressly accepts the contents thereof.

*[The following paragraph applies in the case of Private Banking clients]*

In addition to the above, the Private Banking Business Regulations specified in the relevant Private Banking Master Agreement of the Client shall appropriately apply to this Contract. The Client declares that prior to the conclusion of this Contract, they have reviewed the Private Banking Business Regulations, which form part of this Contract, and expressly accept the contents thereof.

### **Other terms and conditions**

Subject to the instruction of Client given in the Contract, OTP Bank Plc. will automatically debit the payment/foreign currency account linked to the securities account with the amount necessary to execute the order (which includes the Purchase Commission) on the Execution Date.

The order will be settled on the Settlement Date specified in the Contract, taking into account the current net asset value.

The Client is obliged to ensure that the amount necessary to execute this order is available in the payment/foreign currency account. In the absence of coverage, this order will not be executed on the particular Execution Date, and OTP Bank Plc. is under no obligation to partially execute the order.

The Client is entitled to terminate this Contract at any time without giving reasons by a written notice to OTP Bank Plc. at the Branch, but no later than on the trading day preceding the Execution Date for a particular Execution Date.

If the termination occurs on a particular Execution Date, the order will still be executed on that day and the order will cease to exist after the subsequent settlement.

*The Client represents and warrants that there is no applicable law, regulatory/court order, or restriction contained in the distribution documentation that would prevent them from acquiring or holding the securities. The Client has all the necessary legal capacity and capacity to act, as well as authorization required to acquire and hold the securities. In the event of any changes, the Client is obliged to inform OTP Bank Plc. immediately.*

*The Client declares that regarding the investment fund issuing the investment unit specified under 'Security details' in this Contract, they have reviewed the distribution documentation, including but not limited to the information contained in the prospectus and the management regulations, with particular attention to the risks indicated therein, and have concluded this Contract with knowledge of these conditions. The Client further declares that the investment under this Contract is in line with their risk-bearing capacity.*

*The Client further declares that they have been informed that the current distribution documentation for the investment fund, as well as the annual and semi-annual reports, and the latest portfolio report are available on the website of OTP Fund Management Ltd. (<http://www.otpalap.hu>) and at the branches of the distributor OTP Bank Plc.*

*The Client understands and acknowledges that, due to the long-term nature of this Contract, it is necessary to continuously monitor changes to the documents reviewed during the prior information period and, for this purpose, to review these documents again, including the Distribution documentation, before the Execution Date.*

*Further information on the costs and related fees charged for investment services and ancillary (investment) services, as well as the costs and fees related to financial instruments, is contained in the Business Regulations and the relevant Announcement on Fees.*

*[The following paragraph applies in the case of OTP Target Date Funds]*

*The Client acknowledges that the termination of this Contract before the expiration of the investment period recommended in the Prospectus and Management Regulations of the OTP Target Date Fund is subject to a fee. The amount of the fee is specified in the Announcement on Fees.*

*Dated: .....*

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Client

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OTP Bank Plc.

OTP Bank Plc. Branch:  
Registered office: H-1051 Budapest, Nádor u. 16, Hungary Branch address:  
Tax number: 10537914-4-44 Branch code:  
Group ID: 17780010-5-44  
EU VAT No.: HU17780010

Administrator: Transaction number:

**ORDER FOR REALLOCATION OF FUND UNITS**  
**From day T+X to T+X**

Given on this day between OTP Bank Plc. (hereinafter referred to as the "Bank"), acting as Distributor of the fund units referred to in Section 1 hereof, on the one hand, and

Date and time of meeting:  
Person initiating meeting:  
Name / Company name:  
Name at birth:  
Address / Registered office:  
Type of personal identification document:  
Personal identification document number:  
Tax identification number:  
Tax number:  
Client risk profile:  
Consolidated Securities Account Number:  
Payment Account number:  
Account type:

Represented by:  
Name:  
Name at birth:  
Address:  
Type of personal identification document:  
Personal identification document number:  
Appropriateness classification status:

as Client, subject to the following terms and conditions.

1. In the course of the transaction, the Client instructs the Bank to redeem the units issued by ..... which are owned by them (redemption order) and then immediately gives an order to purchase the units issued by ..... (buy order). The Client includes in the transaction the fund units specified below:

**Redemption order:**

Name of fund unit:  
Security ISIN code:  
Risk classification of security:  
Complex product:  
Suitability classification status:  
Appropriateness classification status:  
Result of the MiFID analysis:  
Basic denomination of fund unit  
Number (pieces):  
Last known net asset value per unit (unit price):  
Redemption price:  
Guaranteed credit:

Reallocation commission:

Certified (direct) incidental cost that can be taken into account:  
Certified (indirect) incidental cost that can be taken into account:  
Interest income served until 31.12.2015:  
Interest income served after 31.12.2015:  
Interest tax deducted:

Personal income tax base:  
Personal income tax deducted:  
Social contribution tax base:  
Deducted social contribution tax:

Date of order:  
Date of execution:  
Execution venue:

The redemption consideration, less the reallocation commission and any tax, is:  
.....\* which, on the date of signing this Contract, the Bank will, without any  
further specific instruction by the Client, use to execute the following buy order.

Fund units offered as coverage for the redemption order:

Serial number	Date of entry	Number of units to be sold	Net asset value
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If, in the case of the OTP Capital Guaranteed Short-Term Bond Fund and the OTP Optima Capital Guaranteed Bond Fund, the net asset value at the time of redemption is lower than the net asset value at the time of acquisition for all or part of the cash proceeds of the transaction, and at least 45 calendar days have elapsed between purchase and redemption for the OTP Capital Guaranteed Short-Term Bond Fund and at least 90 calendar days for the OTP Optima Fund, the capital guarantee is automatically activated and the transaction is settled at the exchange rate at the time of purchase, i.e. the exchange rate at which the stocks were acquired. The acquisition prices are shown in the column "Net asset value" under the heading "Acquisition details of fund units to be redeemed".

**Buy order:**

Name of fund unit:  
Security ISIN code:  
Base denomination (unit price) of fund unit:  
Last known net asset value per unit:  
Amount that the client can spend on the purchase of the fund unit: \*  
Target market:

2. The Client warrants that the fund units under the Redemption Order shall be free of any claims, liabilities, expenses and deficiencies and agrees that the Bank may debit the above-mentioned Consolidated Securities Account with these units at the same time as the signature of this Contract.
3. The Client wishes to acquire the fund units under the Buy Order subject to warranty against all claims, liabilities, demands and deficiencies and agrees that such securities shall be credited by the Distributor to the Client's Consolidated Securities Account on the 2nd Banking Day following the Price Date in an amount equal to the whole of the purchase price divided by the Net Asset Value per unit on the Price Date. The Price Date is the date on which an order to buy units is to be executed at a valid net asset value per unit.

4. By signing this order, the Client represents and warrants that no limitation against them exists that is based on applicable law, regulatory or judicial requirement or included in the marketing documentation, on the basis of which they would not be entitled to acquire or own the fund units, and that they have all the necessary legal capacities, capacities to act and all authorisations that are necessary for acquiring and owning the fund units.
5. By concluding this contract, the Client establishes collateral security and, in the manner set out in the Investment Services Business Regulations (hereinafter: Business Regulations), confirms for the benefit of the Bank the collateral security already established in the Business Regulations.

The collateral security shall secure the Secured Claim as defined in the Business Regulations, up to the Highest Secured Claim Amount in the case of Consumer collateral security agreements.

The object of the collateral security is, in the case of a Secured Claim Arising from Investment Services as defined in the Business Regulations, all financial instruments other than Retail Government Securities registered on the Client's Consolidated Securities Accounts maintained by the Bank as determined in the Business Regulations owned by the Client at the time of the conclusion of this Contract or to which the Client is entitled and which become the property of the Client or to which the Client becomes entitled after the conclusion of this Contract and the total balance of the Client's Payment Account and Foreign Currency Accounts at any time, including Client Accounts and Payment and Foreign Currency Accounts not designated for settlement of Individual Transactions.

The object of the collateral security is, in the case of a Secured Claim Arising from Financial Services as defined in the Business Regulations, all securities other than Retail Government Securities registered on the Client's Consolidated Securities Accounts maintained by the Bank as determined in the Business Regulations, as well as the total balance of the Client's Payment Account and Foreign Currency Account at any time, including Client Accounts and Payment and Foreign Currency Accounts not designated for settlement of Individual Transactions.

6. The Parties represent that this contract also serves as a record of the relevant information of the conversation between them.
7. By signing this document, the Client acknowledges that they have familiarised themselves with the business regulations of the Fund Manager managing the fund issuing the investment units, along with the Prospectus of the Investment Fund, including the Fund's Management Policy (the "Prospectus"), in particular the risks associated with the Investment Units, and the related Key Information Document, and has signed this deed on the basis of the same. The Client declares that the investment is in line with their risk-bearing capacity. The Client declares that the Bank has provided them with the information required by the provisions of the Collective Investments Act on investment funds in connection with the transaction and the securities that are the subject of the contract, along with the prior information specified in the Investment Firms Act in full, in due time and completely, including, in particular, by making available to the Client or and explaining, as necessary, the Bank's Investment Services Business Regulations, the Uniform Preliminary Information Announcement, the Announcement on Fees, the Supplementary Announcement, the Announcement on the product characteristics of investment funds available to normal and premium clients, the key information document, the investment fund prospectus and the fund rules. The Client also declares that the Bank has enabled them to acquaint themselves with its Business Regulations and the announcements and General Terms and Conditions annexed thereto and referred to therein, in particular the Supplementary Announcement and the "Announcement on the product characteristics of investment funds available to normal and premium clients", which the Client has read and understood and which they acknowledge to be binding on

them by signing this contract. Detailed information on data processing is contained in Annex 5 to the General Business Regulations, the other division business regulations applicable to the services provided by the Bank and the related privacy notices, which are available in the branches and on [www.otpbank.hu/adatvedelem](http://www.otpbank.hu/adatvedelem). Furthermore, the Bank draws the attention of the Client to the provisions of the Business Regulations concerning written communication, holding mails, unilateral and mutually agreed amendments to contracts, refusal of an order, termination of a contract, the provisions of the Business Regulations and announcements concerning fees, charges and commissions, payment thereof, collateral security, delay and default, and that the terms and conditions of the Fund's Prospectus may be amended by the Fund Manager without the consent of the investors and with the approval of the Supervisory Authority. The Client acknowledges this warning.

In relation to this order: (i) if the Client has an Investment Services Framework Agreement, Global Markets Framework Agreement, Individual Global Markets Framework Agreement or an individual order placed with the Bank's branch network, the provisions of the Business Regulations and the individual agreement shall apply and the terms used in this document shall have the meanings given to them in the referenced contractual documents; (ii) if the Client has a Master Agreement to establish a Private Banking / Prestige Private Banking relationship, the Uniform OTP Private Banking Business Regulations and the provisions of the Private Banking / Prestige Private Banking Master Agreement and the Contract Supplement(s) and the individual agreement shall prevail and terms used herein shall have the meanings ascribed to them in the said contractual documents.

8. If the instrument specified in this Individual Transaction is subject to the PRIIPs Regulation (Regulation (EU) No 1286/2014), the Client declares that, in relation to this Individual Transaction, the Bank has provided them with full and timely prior information on the basis of the connection provided by the means of telecommunication, including that it is not possible to provide the Key Information Document and that they have the possibility to delay the Individual Transaction in order to receive and read the Key Information Document before the conclusion of the transaction. The Client has previously agreed to the Bank providing the Key Information Document to them after the conclusion of the Individual Transaction, instead of the Client delaying the Individual Transaction in order to receive the Key Information Document earlier.
9. The Client who is a retail client or a professional client declares that they have read the announcement titled "OTP Bank Plc.'s Execution and Allocation Policy", which sets out how the Bank will execute its clients' orders, and accepts the provisions contained therein and undertakes to monitor any amendments thereto.
10. Further information on the charges and related fees for investment services and ancillary (investment) services, as well as on the charges and fees relating to financial instruments, is set out in the Business Regulations and the announcement on Fees, as well as, for Clients with a Private Banking/Prestige Private Banking Master Agreement, the Uniform OTP Private Banking Business Regulations and fees announcement.
11. Information on the taxation rules concerning securities transactions is available in the document "Taxation information on the investment services of OTP Bank Plc."

For any questions, please do not hesitate to contact our branch employees, our customer service (06-1/20/30/70-3666-666) or visit [www.otpbank.hu](http://www.otpbank.hu).

Incidental cost(s) may be taken into account as a tax deduction item for profitable transactions per security acquisition; losses are not taxable. In the event of a loss, the incidental cost(s) taken into account will increase the amount of the loss. Irrespective of the fact that the tax base is zero in the case of a loss, the incidental cost(s) already

taken into account cannot be taken into account as a tax base reduction for other income.

Income that is classified as interest income and from which the tax has been deducted by the payer does not need to be declared.

This Contract constitutes a tax document, which serves as proof of the deduction of the personal income tax and the social contribution tax to be applied from 1 July 2023.

Please keep the slip until the date on which the right to a tax assessment lapses.

In relation to the transaction: ☐ the branch employee providing prior information,  
☐ investment information, ☐ investment advice:

.....

Dated: ....., .....

.....

OTP Bank Plc.  
as Distributor

.....

Client

\* The amount that can be spent on a buy order is equal to the redemption price less the commission and any tax payable.

OTP Bank Plc.  
Registered office: H-1051 Budapest, Nádor u. 16, Hungary  
Tax number: 10537914-4-44  
Group ID: 17780010-5-44  
EU VAT No.: HU17780010  
Administrator:

Branch:  
Branch address:  
Branch code:

Transaction number:

### **OTC PURCHASE CONTRACT T-day**

which was concluded on this day between OTP Bank Plc. (hereinafter referred to as "the Bank") as the seller, on the one hand, and

Date and time of meeting:  
Person initiating meeting:  
Name / Company name:  
Name at birth:  
Address / Registered office:  
Type of personal identification document:  
Personal identification document number:  
Tax identification number:  
Tax number:  
Client risk profile:  
Type of consolidated securities account:  
Consolidated securities account number:  
Payment account number:

Represented by:  
Name:  
Address:  
Type of personal identification document:  
Personal identification document number:  
Appropriateness classification status:

Client, as buyer with the following content:

(1) The Bank sells in its own account trading and the Client buys the security (securities) specified in this Section.

Name and series of the security:  
ISIN code of security:  
Risk classification of security:  
Complex product:  
Suitability classification status:  
Appropriateness classification status:  
Result of the MiFID analysis:  
Basic denomination:  
Number of items:  
Total nominal value:  
Current capital value:  
Exchange rate:  
Yield:  
Execution venue:  
Target market:

**(outside trading venues)**

(2) Exchange rate value calculated at net exchange rate:  
Accrued interest:  
Exchange rate value calculated at gross exchange rate:

Service fee at the exchange rate (included in the amount of the purchase price):



The purchase price of securities, ....., i.e. ....

The purchase price is blocked as collateral at the same time as the contract is signed.

Collateral offered by the client:

Type of collateral:

Scriptural money on payment account:

Value date pecuniary claim:

Securities limit:

Date of commission and completion:

Execution venue:

(3) The Bank warrants that the securities referred to in Section (1) are free from any litigation, encumbrances, claims and deficiencies.

(4) The Bank shall credit the securities referred to in Section (1) to the Client's Consolidated Securities Account specified above on the day of the order, after the signing of this contract and payment of the purchase price.

By signing this contract, the Client represents and warrants that no limitation against them exists that is based on applicable law, regulatory or judicial requirement or included in the marketing documents, on the basis of which they would not be entitled to acquire or own the security, and that they have all the necessary legal capacities, capacities to act and all authorisations that are necessary for acquiring and owning the security.

(5) By concluding this contract, the Client establishes collateral security and confirms for the benefit of the Bank the collateral security already established in the Investment Services Business Regulations (hereinafter: Business Regulations) in the manner set out in the Business Regulations.

The collateral security shall secure the Secured Claim as defined in the Business Regulations, up to the Highest Secured Claim Amount in the case of Consumer collateral security agreements.

The object of the collateral security is, in the case of a Secured Claim Arising from Investment Services as defined in the Business Regulations, all financial instruments other than Retail Government Securities registered on the Client's Consolidated Securities Accounts maintained by the Bank as determined in the Business Regulations owned by the Client at the time of the conclusion of this Contract or to which the Client is entitled and which become the property of the Client or to which the Client becomes entitled after the conclusion of this contract, as well as the total balance of the Client's Payment Account and Foreign Currency Accounts at any time, including Client Accounts and Payment and Foreign Currency Accounts not designated for settlement of Individual Transactions.

The object of the collateral security is, in the case of a Secured Claim Arising from Financial Services as defined in the Business Regulations, all securities other than Retail Government Securities registered on the Client's Consolidated Securities Accounts maintained by the Bank as determined in the Business Regulations and the total balance of the Client's Payment Account and Foreign Currency Account at any time, including Client Accounts and Payment and Foreign Currency Accounts not designated for settlement of Individual Transactions.

(6) The Client declares that the Bank has provided them with the prior information specified in the Investment Firms Act in full, in due time and completely with regard to the transaction and the securities that are the subject of the contract, and in particular

the Bank's Business Regulations, the Uniform Preliminary Information Announcement, the Fee Announcement, the Supplementary Announcement, the relevant Product Information, for packaged retail investment products the key information document and the marketing document. The Client declares that the Bank has made it possible for the Client to acquaint themselves with the Business Regulations and the announcements referred to therein, in particular the Supplementary Announcement, which the Client acknowledges to be binding on them by signing this contract. Detailed information on data processing is contained in Annex 5 to the General Business Regulations, the division business regulation applicable to the services provided by the Bank and the related privacy notices, which are available in the branches and on [www.otpbank.hu/adatvedelem](http://www.otpbank.hu/adatvedelem). Furthermore, the Bank draws the attention of the Client to the provisions of the Business Regulations concerning written communication, holding mails, unilateral and mutually agreed amendments to contracts, refusal of an order, termination of a contract, the provisions of the Business Regulations and announcements concerning fees, charges and commissions, payment thereof, collateral security, delay and default. The Client acknowledges this warning.

In relation to this contract: (i) if the Client has an Investment Services Framework Agreement, Global Markets Framework Agreement, Individual Global Markets agreement or an individual order placed with the Bank's branch network, the provisions of the Business Regulations and the individual agreement shall apply and the terms used in this document shall have the meanings given to them in the referenced contractual documents; (ii) if the Client has a Master Agreement to establish a Private Banking / Prestige Private Banking relationship, the Uniform OTP Private Banking Business Regulations and the provisions of the Private Banking / Prestige Private Banking Master Agreement and the Contract Supplement(s) and the individual agreement shall prevail and terms used herein shall have the meanings ascribed to them in the said contractual documents.

The Client who is a retail client or a professional client declares that they have read the announcement titled "OTP Bank Plc.'s Execution and Allocation Policy", which sets out how the Bank will execute its clients' orders, and accepts the provisions contained therein and undertakes to monitor any amendments thereto.

The Client declares that, in relation to this individual transaction, they have been fully and adequately informed in advance and in due time of the risks of the transactions executed on their own account and, subject to this, they have given their prior and express consent to the execution of the order for this Individual Transaction outside a trading venue.

The Parties represent that this contract also serves as a record of the relevant information of the conversation between them.

Further information on the charges and related fees for investment services and ancillary (investment) services, as well as on the charges and fees relating to financial instruments, is set out in the Business Regulations and the announcement on Fees, as well as, for Clients with a Private Banking/Prestige Private Banking Master Agreement, the Uniform OTP Private Banking Business Regulations and fees announcement.

The amount of the Service Fee is included in the purchase price of the securities. The amount of the Service Fee is shown separately in the interest of providing information to the Client. The Service Fee is the amount charged by the Bank for the investment service(s) and/or ancillary service(s) provided to the Client, which the Client pays on the basis of this individual contract, integrated into the purchase price of the security (securities).

For any questions, please do not hesitate to contact our branch employees, our customer service (06-1/20/30/70-3666-666) or visit [www.otpbank.hu](http://www.otpbank.hu).

In relation to the transaction: ☐ the branch employee providing prior information,  
☐ investment information, ☐ investment advice:

Dated: ....., .....

.....  
Client, as buyer

.....  
OTP Bank Plc., as seller

OTP Bank Plc.  
Registered office: H-1051 Budapest, Nádor u. 16, Hungary  
Tax number: 10537914-4-44  
Group ID: 17780010-5-44  
EU VAT No.: HU17780010

Branch:  
Branch address:  
Branch code:

Administrator:

Transaction number:

### OTC SALE CONTRACT T-day

which was concluded on this day between OTP Bank Plc. (hereinafter referred to as "the Bank") as the buyer, on the one hand, and

Date and time of meeting:  
Person initiating meeting:  
Name / Company name:  
Name at birth:  
Address / Registered office:  
Type of personal identification document:  
Personal identification document number:  
Tax identification number:  
Tax number:  
Client risk profile:  
Consolidated Securities Account Number:  
Payment Account number:  
Account type:

Represented by:  
Name:  
Address:  
Type of personal identification document:  
Personal identification document number:  
Appropriateness classification status:

as Client, with the following content:

(1) The Client sells and the Bank buys the security (securities) specified in this Section in its own account trading.

Name and series of the security offered for sale:  
ISIN code of the security:  
Risk classification of security:  
Complex product:  
Suitability classification status:  
Appropriateness classification status:  
Result of the MiFID analysis:  
Basic denomination:  
Number of items:  
Total nominal value:  
Current capital value:  
Exchange rate:  
Service fee at the exchange rate (included in the amount of the sale price):  
Execution venue: (outside trading venues)

The Client purchased the securities offered for sale at the following price(s):

Serial number rate (%)	Date of entry	Quantity (pieces)	Exchange
---------------------------	---------------	-------------------	----------

(2) Exchange rate value calculated at net exchange rate:  
Accrued interest:  
Exchange rate value calculated at gross exchange rate:  
Certified (direct) incidental cost that can be taken into account:  
Certified (indirect) incidental cost that can be taken into account:  
Interest income served until 31.12.2015:  
Interest income served after 31.12.2015:

Personal income tax base:  
Personal income tax deducted:  
Social contribution tax base:  
Deducted social contribution tax:

Date of commission and completion:  
Execution venue:

(3) The amount to be paid is....., i.e. ...., which will be paid by transfer to the Client's payment account named above after the signing of this contract.

(4) The Client warrants that the securities referred to in Section (1) are free from any litigation, encumbrances, claims and deficiencies.

(5) The Client consents to the Bank debiting the Client's No. .... Consolidated Securities Account with the securities referred to in Section (1) above on the basis of this contract.

(6) By concluding this contract, the Client establishes collateral security and confirms for the benefit of the Bank the collateral security already established in the Investment Services Business Regulations (hereinafter: Business Regulations) in the manner set out in the Business Regulations.

The collateral security shall secure the Secured Claim as defined in the Business Regulations, up to the Highest Secured Claim Amount in the case of Consumer collateral security agreements.

The object of the collateral security is, in the case of a Secured Claim Arising from Investment Services as defined in the Business Regulations, all financial instruments other than Retail Government Securities registered on the Client's Consolidated Securities Accounts maintained by the Bank as determined in the Business Regulations owned by the Client at the time of the conclusion of this Contract or to which the Client is entitled and which become the property of the Client or to which the Client becomes entitled after the conclusion of this Contract and the total balance of the Client's Payment Account and Foreign Currency Accounts at any time, including Client Accounts and Payment and Foreign Currency Accounts not designated for settlement of Individual Transactions.

The object of the collateral security is, in the case of a Secured Claim Arising from Financial Services as defined in the Business Regulations, all securities other than Retail Government Securities registered on the Client's Consolidated Securities Accounts maintained by the Bank as determined in the Business Regulations and the total balance of the Client's Payment Account and Foreign Currency Account at any time, including Client Accounts and Payment and Foreign Currency Accounts not designated for settlement of Individual Transactions.

(7) The Client declares that the Bank has provided them with the prior information specified in the Investment Firms Act in full, in due time and completely with regard to the transaction and the securities that are the subject of the contract, and in particular the Bank's Investment Services Business Regulations, the Uniform Preliminary Information Announcement, the Fee Announcement, the Supplementary Announcement, the relevant Product Information, for packaged retail investment

products the key information document and the marketing document. The Bank has informed the Client of their categorisation under the Investment Firms Act and the Bank, if necessary, has fulfilled its obligation to obtain prior information. The Client also declares that the Bank has made it possible for the Client to acquaint themselves with the Business Regulations and the other business regulations and announcements referred to therein, in particular the Supplementary Announcement, which the Client has read, understood and acknowledges to be binding upon them by signing this contract. Detailed information on data processing is contained in Annex 5 to the General Business Regulations, the division business regulation applicable to the services provided by the Bank and the related privacy notices, which are available in the branches and on [www.otpbank.hu/adatvedelem](http://www.otpbank.hu/adatvedelem). Furthermore, the Bank draws the attention of the Client to the provisions of the Business Regulations concerning written communication, holding mails, unilateral and mutually agreed amendments to contracts, refusal of an order, termination of a contract, the provisions of the Business Regulations and announcements concerning fees, charges and commissions, payment thereof, collateral security, delay and default. The Client acknowledges this warning.

In relation to this contract: (i) if the Client has an Investment Services Framework Agreement, Global Markets Framework Agreement, Individual Global Markets agreement or an individual order placed with the Bank's branch network, the provisions of the Business Regulations and the individual agreement shall apply and the terms used in this document shall have the meanings given to them in the referenced contractual documents; (ii) if the Client has a Master Agreement to establish a Private Banking / Prestige Private Banking relationship, the Uniform OTP Private Banking Business Regulations and the provisions of the Private Banking / Prestige Private Banking Master Agreement and the Contract Supplement(s) and the individual agreement shall prevail and terms used herein shall have the meanings ascribed to them in the said contractual documents.

(8) In matters not covered by this contract, the provisions of the Bank's General Business Regulations and Business Regulations and the provisions of the individual agreement (in particular the Investment Services Framework Agreement) shall prevail and terms used in this document shall have the meanings given to them in the contractual documents referred to.

The Client who is a retail client or a professional client declares that they have read the announcement titled "OTP Bank Plc.'s Execution and Allocation Policy", which sets out how the Bank will execute its clients' orders, and accepts the provisions contained therein and undertakes to monitor any amendments thereto.

The Client declares that, in relation to this individual transaction, they have been fully and adequately informed in advance and in due time of the risks of the transactions executed on their own account and, subject to this, they have given their prior and express consent to the execution of the order for this specific transaction outside a trading venue.

The Parties represent that this contract also serves as a record of the relevant information of the conversation between them.

The amount of the Service Fee is included in the purchase price of the securities. The amount of the Service Fee is shown separately in the interest of providing information to the Client. The Service Fee is the amount charged by the Bank for the investment service(s) and/or ancillary service(s) provided to the Client, which the Client pays on the basis of this individual contract, integrated into the purchase price of the security (securities).

In the event that a representative has acted on behalf of the Client in relation to this Individual Transaction, the procedure for assessing suitability/appropriateness and obtaining the necessary information is described in the Business Regulations and the Standard Prior Information Note.

Information on the taxation rules concerning securities transactions is available in the document "Taxation information on the investment services of OTP Bank Plc."

Incidental cost(s) may be taken into account as a tax deduction item for profitable transactions per security acquisition; losses are not taxable. In the event of a loss, the incidental cost(s) taken into account will increase the amount of the loss. Irrespective of the fact that the tax base is zero in the case of a loss, the incidental cost(s) already taken into account cannot be taken into account as a tax base reduction for other income.

Income that is classified as interest income and from which the tax has been deducted by the payer does not need to be declared.

In the case of natural persons, this Contract constitutes a tax document, which serves as proof of the deduction of the personal income tax and the social contribution tax to be applied from 1 July 2023. Please keep the slip until the date on which the right to a tax assessment lapses.

For any questions, please do not hesitate to contact our branch employees, our customer service (06-1/20/30/70-3666-666) or visit [www.otpbank.hu](http://www.otpbank.hu).

In relation to the transaction: ☐ the branch employee providing prior information,  
☐ investment information, ☐ investment advice:

.....

Dated: ....., .....

.....

OTP Bank Plc., as buyer

.....

Client, as seller

Transaction number:



The Client has presented to the Bank the documents proving the purchase price and the costs incurred.

The Client acknowledges that the Bank will credit the proceeds from the sale of the securities to the Payment Account or Foreign Currency Account.

The Parties represent that this contract also serves as a record of the relevant information of the conversation between them.

The Client declares that the Bank has provided them with the prior information specified in the Investment Firms Act in full, in due time and completely with regard to the transaction and the securities that are the subject of the contract, and in particular the Bank's Investment Services Business Regulations, the Uniform Preliminary Information Announcement, the Fee Announcement, the Supplementary Announcement, and for packaged retail investment products the key information document and the marketing document have been made available to the Client or made available and explained to the Client as necessary. The Client declares that the Bank has made it possible for the Client to acquaint themselves with the Investment Services Business Regulations (hereinafter referred to as the "Business Regulations") and the announcements referred to therein, in particular the Supplementary Announcement, which the Client acknowledges to be binding on them by signing this contract. For matters not covered by the present contract, the Business Regulations shall prevail.

In relation to this order: (i) if the Client has an Investment Services Framework Agreement, Global Markets Framework Agreement, Individual Global Markets agreement or an individual order placed with the Bank's branch network, the provisions of the Business Regulations and the individual agreement shall apply and the terms used in this document shall have the meanings given to them in the referenced contractual documents; (ii) if the Client has a Master Agreement to establish a Private Banking / Prestige Private Banking relationship, the Uniform OTP Private Banking Business Regulations and the provisions of the Private Banking / Prestige Private Banking Master Agreement and the Contract Supplement(s) and the individual agreement shall prevail and terms used herein shall have the meanings ascribed to them in the said contractual documents.

The Client who is a retail client or a professional client declares that they have read the announcement titled "OTP Bank Plc.'s Execution and Allocation Policy", which sets out how the Bank will execute its clients' orders, and accepts the provisions contained therein and undertakes to monitor any amendments thereto.

The Parties represent that this contract also serves as a record of the relevant information of the conversation between them.

Further information on the charges and related fees for investment services and ancillary (investment) services, as well as on the charges and fees relating to financial instruments, is set out in the Business Regulations and the announcement on Fees. The amount of the planned engagement fee (brokerage fee) indicated includes the amount of the fee(s) and costs charged by BSE and KELER for the individual transaction.

Information on the taxation rules concerning securities transactions is available in the document "Taxation information on the investment services of OTP Bank Plc."

Detailed information on data processing is contained in Annex 5 to the General Business Regulations, Annex I to the Business Regulations and the related privacy notices, which are available in the branches and on [www.otpbank.hu/adatvedelem](http://www.otpbank.hu/adatvedelem).

For any questions, please do not hesitate to contact our branch employees, our customer service (06-1/20/30/70-3666-666) or visit [www.otpbank.hu](http://www.otpbank.hu).

In relation to the transaction: ☐ the branch employee providing prior information,  
☐ investment information, ☐ investment advice:

.....

Dated: ....., .....

.....

Principal/Client

.....

Broker, OTP Bank Plc.

\* In the case of a market order, the price in this contract is only a preliminary estimate of the transaction.

OTP Bank Plc.  
Registered office: H-1051 Budapest, Nádor u. 16, Hungary  
Tax number: 10537914-4-44  
Group ID: 17780010-5-44  
EU VAT No.: HU17780010

Branch:  
Branch address:  
Branch code:

Administrator:

Transaction number:

**BROKERAGE CONTRACT**  
**For the purchase of securities listed on the Budapest Stock Exchange**

Principal/Client

Broker: OTP Bank Plc. (hereinafter: Bank)

Date and time of meeting:  
Person initiating meeting:  
Name / Company name:  
Name at birth:  
Address / Registered office:  
Type of personal identification document:  
Personal identification document number:  
Tax identification number:  
Tax number:  
Client risk profile:  
Consolidated Securities Account Number:  
Consolidated Securities Account type:  
Payment Account/Foreign Currency Account number:

Name of representative:  
Representative address:  
Type of personal identification document:  
Personal identification document number:

(1) The Client instructs the Bank to purchase securities for the Client that meet the conditions set out in Section 2 within the following validity period. The Bank is entitled to a fee as consideration for the performance of the contract. The Bank draws the Client's attention to the fact that the Client expressly consents to the Bank executing their order under this contract as a transaction on its own account, in combination with or in substitution for other orders.

(2) Name of the security:  
ISIN code of security:  
Risk classification of security:  
Complex product:  
Result of the MiFID analysis:  
Basic denomination:  
Order validity:  
Quantity (pieces):  
Quantity (nominal value)  
Current capital value:  
Type of contract \* (limit or market):  
Unit price (unit price):  
Contract rate (%):  
Exchange rate value of a contract:  
Planned brokerage fee:  
Planned total purchase price:  
Type of collateral:  
Target market:

Amount to be paid by the Client: ....., i.e. ....

The composition of the collateral offered as consideration for the transaction:

Scriptural money:

Value date pecuniary claim:

Securities limit:

Settlement limit:

PB-PPB limit:

Date of order:

Securities backing the transaction:

Name of security	Quantity	Value calculated
------------------	----------	------------------

Client has purchased the securities offered as collateral at the following prices:

Serial number	Date of entry	Pieces for sale	Exchange rate (%) / Net asset value
---------------	---------------	-----------------	-------------------------------------

(3) The Client acknowledges that the purchase price will be debited to the Client's Payment Account/Foreign Currency Account by the Broker at the time of signing this contract.

(4) The Client declares that the Bank has provided them with the prior information specified in the Investment Firms Act in full, in due time and completely with regard to the transaction and the securities that are the subject of the contract, and in particular the Bank's Investment Services Business Regulations, the Uniform Preliminary Information Announcement, the Fee Announcement, the Supplementary Announcement, and for packaged retail investment products the key information document and the marketing document have been made available to the Client or made available and explained to the Client as necessary. The Client declares that the Bank has made it possible for the Client to acquaint themselves with the Investment Services Business Regulations (hereinafter referred to as the "Business Regulations") and the announcements referred to therein, in particular the Supplementary Announcement, which the Client acknowledges to be binding on them by signing this contract.

(5) In relation to this order: (i) if the Client has an Investment Services Framework Agreement, Global Markets Framework Agreement, Individual Global Markets agreement or an individual order placed with the Bank's branch network, the provisions of the Business Regulations and the individual agreement shall apply and the terms used in this document shall have the meanings given to them in the referenced contractual documents; (ii) if the Client has a Master Agreement to establish a Private Banking / Prestige Private Banking relationship, the Uniform OTP Private Banking Business Regulations and the provisions of the Private Banking / Prestige Private Banking Master Agreement and the Contract Supplement(s) and the individual agreement shall prevail and terms used herein shall have the meanings ascribed to them in the said contractual documents.

(6) The Client who is a retail client or a professional client declares that they have read the announcement titled "OTP Bank Plc.'s Execution and Allocation Policy", which sets out how the Bank will execute its clients' orders, and accepts the provisions contained therein and undertakes to monitor any amendments thereto.

(7) The Parties represent that this contract also serves as a record of the relevant information of the conversation between them.

(8) Further information on the charges and related fees for investment services and ancillary (investment) services, as well as on the charges and fees relating to financial instruments, is set out in the Business Regulations and the announcement on Fees. The

amount of the planned engagement fee (brokerage fee) indicated includes the amount of the fee(s) and costs charged by BSE and KELER for the individual transaction.

In the event that a representative has acted on behalf of the Client in relation to this specific transaction, the procedure for assessing suitability/appropriateness and obtaining the necessary information is described in the Business Regulations and the Standard Prior Information Note.

(9) Information on the taxation rules concerning securities transactions is available in the document "Taxation information on the investment services of OTP Bank Plc."

(10) For matters not covered by this contract, the Business Regulations shall prevail.

(11) Detailed information on data processing is contained in Annex 5 to the General Business Regulations, the Business Regulations and the related privacy notices, which are available in the branches and on [www.otpbank.hu/adatvedelem](http://www.otpbank.hu/adatvedelem).

For any questions, please do not hesitate to contact our branch employees, our customer service (06-1/20/30/70-3666-666) or visit [www.otpbank.hu](http://www.otpbank.hu).

In relation to the transaction: ☐ the branch employee providing prior information,  
☐ investment information, ☐ investment advice:

.....

Dated: ....., .....,

.....

Principal/Client

.....

Broker  
OTP Bank Plc.

\* In the case of a market order, the price in this contract is only a preliminary estimate of the transaction

\*\* Please be informed that if an OTP Optima or Money Market Fund was hedged behind your stock exchange purchase transaction and, for all or part of the items of the transaction, the net asset value at the time of redemption was lower than the net asset value at the time of purchase, and between the purchase and redemption in the case of an OTP Money Market Fund at least 14, and in the case of OTP Optima Fund, at least 90 calendar days have elapsed, your transaction has been accounted for at the net asset value at the time of purchase in accordance with the provisions of the Management Policy of the Fund relating to the Capital Guarantee. For information on the guaranteed stock items and the exchange rate applied in the transaction, see the 'Investment Result' menu.

OTP Bank Plc.  
Registered office: H-1051 Budapest, Nádor u. 16, Hungary  
Tax number: 10537914-4-44  
Group ID: 17780010-5-44  
EU VAT No.: HU17780010

Branch:  
Branch address:  
Branch code:

Administrator:

Transaction number:

### OTC AUCTION AGENCY CONTRACT

The Client hereby instructs OTP Bank Plc. (hereinafter referred to as the "Bank") to buy the following auction for the Client on the terms and conditions set out in this contract.

#### Principal: Client

#### Broker: Bank

Date and time of meeting:  
Person initiating meeting:  
Name / Company name:  
Name at birth:  
Address / Registered office:  
Type of personal identification document:  
Personal identification document number:  
Corporate document number:  
Tax identification number:  
Tax number:  
Client risk profile:  
Type of Consolidated Securities Account:  
Consolidated Securities Account Number:  
Payment Account/Foreign Currency Account number:

#### Represented by:

Name:  
Address:  
Type of personal identification document:  
Personal identification document number:  
Appropriateness classification status:

The Bank draws the Client's attention to the fact that the Client expressly consents to the Bank executing their order under this contract as a transaction on its own account, in combination with or in substitution for other orders.

The Client instructs the Bank to submit the following bid(s) to buy named ..... of a basic denomination of ..... at the auction on ..... announced by ÁKK (the Government Debt Management Agency).

Name of security:  
ISIN code of security:  
Risk classification of security:  
Complex product:  
Suitability classification status:  
Appropriateness classification status:  
Result of the MiFID analysis:  
Target market:

Bids with exchange rate indication:

Quantity (pieces):  
Quantity (nominal value):  
Contract rate (%):

Order yield (%):

Exchange rate value of the auction order:

Commission:

Amount payable:

Time of auction:

Financial settlement date:

Type of collateral:

The composition of the collateral offered as consideration for the transaction:

Scriptural money on payment account:

Value date pecuniary claim:

Securities limit:

Settlement limit:

Name and amount of maturing security:

Securities backing the transaction:

Name of security	Quantity	Value calculated
------------------	----------	------------------

The Client has purchased the securities offered as collateral at the following prices:

Serial number	Acquisition date	Pieces for sale	Exchange rate (%) / Net asset value
---------------	------------------	-----------------	-------------------------------------

(If the Client gives no instruction to designate collateral, the items will be taken out on a FIFO basis.)

The Client authorises the Bank to sell the securities offered as collateral so that the collateral for the transaction is at the Bank's disposal at the latest on the date of financial settlement or, in the case of maturing securities, to collect the due amount due against the securities by the specified deadline.

The Client declares that they have read the public offer of ÁKK and the general terms and conditions of the distribution of the securities and have signed this contract in the knowledge of these documents.

The Client acknowledges that the Bank will debit the Client's Payment Account with the purchase price at the same time as or after the signing of this contract.

By signing this contract, the Client represents and warrants that no limitation against them exists that is based on applicable law, regulatory or judicial requirement or included in the marketing documents, on the basis of which they would not be entitled to acquire or own the security, and that they have all the necessary legal capacities, capacities to act and all authorisations that are necessary for acquiring and owning the security.

By concluding this contract, the Client establishes collateral security and confirms for the benefit of the Bank the collateral security already established in the Investment Services Business Regulations (hereinafter: Business Regulations) in the manner set out in the Business Regulations.

The collateral security shall secure the Secured Claim as defined in the Business Regulations, up to the Highest Secured Claim Amount in the case of Consumer collateral security agreements.

The object of the collateral security is, in the case of a Secured Claim Arising from Investment Services as defined in the Business Regulations, all financial instruments other than Retail Government Securities registered on the Client's Consolidated Securities Accounts maintained by the Bank as determined in the Business Regulations owned by the Client at the time of the conclusion of this Contract or to which the Client is entitled and which become the property of the Client or to which the Client becomes entitled after the conclusion of this Contract and the total balance of the Client's Payment Account and Foreign Currency Accounts at any time, including Client Accounts and Payment and Foreign Currency Accounts not designated for settlement of Individual Transactions.

The object of the collateral security is, in the case of a Secured Claim Arising from Financial Services as defined in the Business Regulations, all securities other than Retail Government Securities registered on the Client's Consolidated Securities Accounts maintained by the Bank as determined in the Business Regulations and the total balance of the Client's Payment Account and Foreign Currency Account at any time, including Client Accounts and Payment and Foreign Currency Accounts not designated for settlement of Individual Transactions.

The Client declares that the Bank has provided them with the prior information specified in the Investment Firms Act in full, in due time and completely with regard to the transaction and the securities that are the subject of the contract, and in particular the Bank's Business Regulations, the Uniform Preliminary Information Announcement, the Fee Announcement, the Supplementary Announcement and the marketing document, have been made available to the Client or made available and explained to the Client as necessary. The Client declares that the Bank has made it possible for them to acquaint themselves with the Bank's Business Regulations and the General Terms and Conditions and announcements referred to therein, in particular the Supplementary Announcement, which the Client has read, understood and, by signing this Contract, acknowledges to be bound by. For matters not covered by the present contract, the Business Regulations shall prevail.

In relation to this order: (i) if the Client has an Investment Services Framework Agreement, Global Markets Framework Agreement, Individual Global Markets agreement or an individual order placed with the Bank's branch network, the provisions of the Business Regulations and the individual agreement shall apply and the terms used in this document shall have the meanings given to them in the referenced contractual documents; (ii) if the Client has a Master Agreement to establish a Private Banking / Prestige Private Banking relationship, the Uniform OTP Private Banking Business Regulations and the provisions of the Private Banking / Prestige Private Banking Master Agreement and the Contract Supplement(s) and the individual agreement shall prevail and terms used herein shall have the meanings ascribed to them in the said contractual documents.

The Client who is a retail client or a professional client declares that they have read the announcement titled "OTP Bank Plc.'s Execution and Allocation Policy", which sets out how the Bank will execute its clients' orders, and accepts the provisions contained therein and undertakes to monitor any amendments thereto.

The Parties represent that this contract also serves as a record of the relevant information of the conversation between them.

Further information on the charges and related fees for investment services and ancillary (investment) services, as well as on the charges and fees relating to financial instruments, is set out in the Business Regulations and the announcement on Fees. The amount of the planned engagement fee (brokerage fee) indicated includes the amount of the fee(s) and costs charged by BSE and KELER for the individual transaction.



Information on the taxation rules concerning securities transactions is available in the document "Taxation information on the investment services of OTP Bank Plc."

Detailed information on data processing is contained in Annex 5 to the General Business Regulations, the Business Regulations, the business rules applicable to the services provided by the Bank and the related privacy notices, which are available in the branches and on [www.otpbank.hu/adatvedelem](http://www.otpbank.hu/adatvedelem).

For any questions, please do not hesitate to contact our branch employees, our customer service (06-1/20/30/70-3666-666) or visit [www.otpbank.hu](http://www.otpbank.hu).

In relation to the transaction: ☐ the branch employee providing prior information,  
☐ investment information, ☐ investment advice:

.....

Dated: .....

.....

Client

.....

Broker  
OTP Bank Plc.

OTP Bank Plc.  
Registered office: H-1051 Budapest, Nádor u. 16,  
Hungary  
Tax number: 10537914-4-44  
Group ID: 17780010-5-44  
EU VAT No.: HU17780010

## CONTRACT

### Subject matter of the contract

For electronic channels and call centre service:

This document serves as a written confirmation of the Contract concluded between ..... (hereinafter referred to as the "Client") and OTP Bank Plc. (hereinafter referred to as the "Bank") in relation to the Individual Transaction specified in this document.

For orders given in a branch:

This document is the Contract entered into between ..... and the Bank in relation to the Individual Transaction set out in this document.

In the case of a swap auction:

The Individual Transaction set out in this Contract forms part of a swap auction and therefore this Contract shall be read in conjunction with the concurrent Contract no. ....

The Client makes a declaration to acquire the Security in accordance with the Primary Marketing Document and/or the Client instructs the Bank to acquire the Security for the Client's benefit in accordance with the Primary Marketing Document and this Contract.

For government securities, bonds, shares, mortgage bonds:

The Client declares that the Client has entered into this Contract in full knowledge of the Primary Marketing Document and accepts to be bound by the provisions contained therein.

For investment fund units:

The Client declares that they have read the terms and conditions set out in the Primary Marketing Document, including in particular, but not limited to, the risks associated with the Securities, and have entered into this Contract in the knowledge of these terms and conditions. The Client further declares that the investment under this Contract is within the Client's risk-bearing capacity.

For contracts concluded through Global Markets:

The Client shall fulfil their obligations under this Contract by the financial settlement date specified in the Primary Marketing Document.

For securities issued by the Hungarian State:

The Client also acknowledges the provisions of the Primary Marketing Document regarding the target market for investors, in particular that the Issuer, by placing the Securities specified below, has aimed to reach investors with expenses and income in Hungarian forint and actual savings. The Client declares that the Client is a person with expenses and income in Hungarian forints and with actual savings.

The Client expressly agrees and acknowledges that, under the relevant provision of the Capital Market Act, the Issuer and ÁKK (Government Debt Management Agency Private Company Limited by Shares) are entitled to know the content of this Contract and the Client's data for the purposes of the placing and are entitled to use such data for the same purposes.

The Client declares that there is no restriction on their acquisition of the Securities(s) specified in this Contract.

### **Client details**

Client name:

Place and date of birth:

Mother's name:

Company name:

Registered office:

Registration type, number:

MiFID categorisation:

Client classification:

### **Representative:**

Name:

Place and date of birth:

Mother's name:

Type of representation:

MiFID categorisation:

Client classification:

### **Details of the security**

Name:

ISIN code:

Name of issuer:

Name of primary marketing document:

Basic denomination:

Currency of principal repayment

Maturity:

Risk rating:

Complex product:

### **Individual Transaction details**

Transaction number:

Manner of distribution:

Investment advisory (services) provided:

Call ID:

Transaction channel:

The date of recording the order:

Date and time of meeting:

Person initiating meeting:

Administrator providing prior information,  
investment advisory services:

Administrator providing prior advice:

Branch address:

Result of MiFID analysis:

Target market survey results:

Justification of target market:

Type of the order:

Order direction:

Order quantity:

Quantity of the order (nominal value):

Subscription price (unit price) valid on the day of  
subscription:

Net price:

Accrued interest: %

Gross price: %

Yield: %

Exchange rate value:

Brokerage fee/Commission:

Amount payable (in foreign currency):

### **Account information**

Amount to be debited from a payment/FX account:

Payment/FX account number:

Amount of value date pecuniary claim:

Account of the value date pecuniary claim account:

Securities account number to be credited:

Type of securities account:

### **Terms and conditions**

For Professional Clients, Eligible Counterparties:

The Client acknowledges that, in the case of Professional Clients and Eligible Counterparties, the Bank is not obliged to carry out an appropriateness test prior to the execution of orders, in accordance with the law and the relevant provisions of the Bank's Investment Services Business Regulations (hereinafter: the "Business Regulations"). The Client declares that they understand this information and its consequences and that they undertake to fulfil all their obligations related to the Contract even after acknowledging this.

For a MIFID category "Appropriate":

The Bank has not provided investment consulting services in connection with the Contract to the Client, and the Contract was concluded exclusively upon the Client's initiative.

For a MIFID category "Not appropriate":

The Client declares that the Bank has drawn their attention to the fact that the financial instrument or transaction covered by the contract is not appropriate for the Client before the conclusion of the contract. The Client accepts the evaluated result of the appropriateness test, does not wish to change their appropriateness test, asks for the Contract to be executed and undertakes to fulfil all their obligations stipulated in the Contract.

The Bank has not provided investment consulting services in connection with the Contract to the Client, and the Contract was concluded exclusively upon the Client's initiative.

For a MIFID category "Not assessable":

The Client acknowledges that the Bank has not been able to verify the appropriateness of the transaction and the financial instrument to which it relates in the absence of a valid appropriateness test and the Client declares that this fact was brought to the Client's attention prior to the conclusion of the Contract. The Client declares that they do not wish to make a statement, asks for the Contract to be executed and undertakes to fulfil all their obligations stipulated in the Contract.

The Bank has not provided investment consulting services in connection with the Contract to the Client, and the Contract was concluded exclusively upon the Client's initiative.

For a MIFID category "Not examined by the Bank" or "No examination":

Under the present Contract, the Bank shall not examine the suitability and appropriateness of the financial instrument and transaction in the Contract for the investment purposes of the Client.

The Bank has not provided investment consulting services in connection with the Contract to the Client, and the Contract was concluded exclusively upon the Client's initiative. The Client declares that they acknowledge this and undertake to fulfil all their obligations stipulated in the Contract.

For a MIFID category "Appropriate":

In the absence of any other (framework) Contract related to this, a Contract for one-time investment advisory services was concluded between the Bank and the Client by signing this Contract, and it shall be terminated upon the performance of the Contract without any further legal action. The conditions of the investment advisory services can be found in the Investment Services Business Regulations and the announcements and business regulations referenced therein.

Investment advice given by the Bank is considered a trade secret and may be used by the Client solely for their own benefit.

The Client declares that the prior information and the necessary explanation stipulated in the Investment Firms Act and Commission Delegated Regulation (EU) 2017/565 were provided by the Bank fully and in a timely and comprehensive manner.

The Parties represent that this Contract also serves as a record of the material information of the conversation between them.

For professional clients or retail clients:

The matters not regulated by the present Contract shall be governed by the Investment Services Business Regulations and the announcements and business regulations referenced therein. The Client declares that before signing the Contract, they have familiarised themselves with the Business Regulations as well as the announcements and business regulations referenced therein that form an integral part of the present Contract, including but not limited to, the Bank's Execution and Allocation Policy, the Announcement on Fees, the Supplementary Announcement and the General Business Regulations, and expressly accepts their contents.

For eligible counterparties:

The matters not regulated by the present Contract shall be governed by the Investment Services Business Regulations and the announcements and business regulations referenced therein. The Client declares that before signing the Contract, they have familiarised themselves with the Business Regulations as well as the announcements and business regulations referenced therein that form an integral part of the present Contract, including but not limited to, the Announcement on Fees, the Supplementary Announcement and the General Business Regulations, and expressly accepts their contents.

For private banking / prestige private banking / direct private banking clients:

In addition to the foregoing, this Contract shall be mutatis mutandis governed by the documents specified in the relevant master Contract of the Client, i.e. the Uniform OTP Private Banking Business Regulations and the announcement. The Client declares that prior to the conclusion of this Contract, the Client has read the Uniform OTP Private Banking Business Regulations and the announcement forming part thereof and expressly accepts the terms and conditions contained therein.

For Global Markets clients:

### **Collateral**

By concluding this Contract, the Client establishes collateral security in favour of the Bank and shall confirm the collateral security already established in the Business Regulations in the manner specified in the Business Regulations.

The collateral security shall secure the Secured Claim as defined in the Business Regulations up to the Highest Secured Claim Amount.

In the case of a Secured Claim Arising from Financial Services, the collateral security established under the present contract shall constitute the following that are owned by, or due to, the Client at the time of the conclusion of the present contract:

- securities recorded on a Consolidated Securities Account and not considered Retail Government Securities, and  
Claims on Payment Accounts, Foreign Currency Accounts (including Client Accounts, and Payment Accounts and Foreign Currency Accounts not specified for the clearing and settlement of Individual Transactions).

In the case of a Secured Claim Arising from Investment Services, the collateral security shall also constitute the following that are owned by, or due to, the Client at the time of the conclusion of the present contract, or acquired by, or due to, the Client after the conclusion of the present contract:

- All financial instruments recorded on a Consolidated Securities Account, and

Claims on Payment Accounts, Foreign Currency Accounts (including Client Accounts, and Payment Accounts and Foreign Currency Accounts not specified for the clearing and settlement of Individual Transactions).

The collateral shall be governed by the stipulations specified via the Transaction Channel during the conclusion of the Individual Transaction as determined in the present Contract and by the Business Regulations as well as the announcements and business regulations referenced therein.

For clients with a PSA-D, LTIA account trading in government securities:

### **Terms of taxation**

For clients with an LTIA account trading in government securities:

By signing this Contract, the Client acknowledges that the interest/returns on debt securities issued by the Hungarian Government after 31 May 2019 and distributed to the population as the investor's target market are considered as lock-in return pursuant to Section 67/B of the PIT Act and may therefore become taxable if the long-term investment contract is terminated before maturity or at the end of the three-year lock-in period. (In other words, if these government securities are registered on Long-Term Investment Accounts, the exemption rule pertaining to the interest income referred to in Section 65 (3)(ab) of the PIT Act shall not be applicable to these securities.)

For clients with a PSA-D account trading in government securities:

By signing this Contract, the Client acknowledges that the interest/returns on debt securities issued by the Hungarian Government after 31 May 2019 and distributed to the population as the investor's target market are considered as other income under Section 28 of the PIT Act and may therefore become taxable if the conditions for tax exemption are not met in the Pension Savings Securities Account. (In other words, if these government securities are registered on PSA-D Accounts, the exemption rule pertaining to the interest income referred to in Section 65 (3)(ab) of the PIT Act shall not be applicable to these securities.)

Dated: .....

\_\_\_\_\_

\_\_\_\_\_

Client

OTP Bank Plc.



## STANDARD GLOBAL MARKETS FRAMEWORK AGREEMENT

concluded by and between:

**[Natural persons]**

**[Full Name]** (name at birth: [•]; place and date of birth: [•]; mother's maiden name: [•]; nationality [•]; domicile: [•]; identification document type and number: [•]; place of residence in Hungary in the case of non-residents: [•]) (hereinafter: **Client**),

**[For business associations – except Ltd. and Plc.]**

**[Full Name]** (short company name: [•]; registered office: [•]; company tax number: [•]; company registration number: [•]) (hereinafter: **Client**),

**[For business associations - Ltd. and Plc.]**

**[Full Name]** (short company name: [•]; registered office: [•]; company tax number: [•]; registered by the [•] under No. [•]) (hereinafter: **Client**),

**[Municipalities, other organisations]**

**[Full Name]** (registered office: [•]; tax number: [•]; register identification number / registry number: [•]) (hereinafter: **Client**),

**[Self-employed, Licenced Primary Small Scale Agricultural Producers]**

**[Full Name]** (registered office: [•]; tax number: [•]; self-employed card: [•]) (hereinafter: **Client**),

and

**OTP Bank Nyrt.** (registered office: H-1051 Budapest, Nádor u. 16, tax number: 10537914-4-44, Group ID: 17780010-5-44; EU VAT number: HU17780010; registered by the Court of Registration of the Metropolitan Court of Justice under No. 01-10-041585, hereinafter: **Bank**) (jointly referred to as: Parties, or either of the two as: Party) under the following terms and conditions:

### Purpose and Nature of the GM Framework Agreement, General Provisions

1. The purpose of the GM Framework Agreement is to determine the general terms and conditions of the Individual Transactions for Global Markets Services between the Parties, thereby allowing for the Parties to agree upon the conclusion of Individual Transactions exclusively on the varying terms and conditions in accordance with the Bank's Investment Services Business Regulations containing the General Terms and Conditions for Global Markets Services (hereinafter: Business Regulations)
2. The Parties refer to Global Markets Services as the services listed in Annex A.1 of the Business Regulations. Parties agree that the GM Framework Agreement shall not generate any obligation for non of the Parties in respect of conclusion of any Individual Transaction. The Bank reserve the right to refuse to enter into an offer given and Individual Transaction at any time and without justification.

**[The following paragraph (No. 3) is applicable to Clients qualifying as natural persons, if there is no uniqueness in the product selection.]**

3. By signing the GM Framework Agreement, the Client qualifying as a natural person is entitled to conclude Individual Transactions with regard to any Global Markets Service available to natural persons as listed in the effective Annex A.1. to the Business Regulations.



4. The full set of conditions applicable to Individual Transactions for Global Markets Services jointly consists of
- (a) the agreement concluded between the Parties via the Transaction Channel and the confirmation issued by the Bank on the basis thereof,
  - (b) this Framework Agreement, also as a collateral security agreement,
  - (c) any contracts concluded between the Parties on the Collateral specified in the Business Regulations, and
- the effective Business Regulations (and further business regulations, annexes and announcements and other announcements of the Bank specified therein).

[The following title in bold and the following paragraph (No. 5) are applicable if the selected product(s) is/are regulated by the Investment Firms Act.]

**Investor Protection Rules**

5. Parties declare that the Bank have performed the rating of the Client and informed the Client of it according to the provisions of Investment Firms Act.

[The following paragraph (No. 6) is applicable to Clients classified as retail clients under the Investment Firms Act, provided that the Bank renders no investment advisory services to the Client and the selected product(s) is/are regulated by the Investment Firms Act.]

6. Since the Bank render no investment advisory services regarding the Individual Transaction to the Client, and the Client is classified under the Investment Firms Act as a retail client, in view of the fact that the Global Markets Services falling within the scope of the Investment Firms Act refer to complex financial instruments and/or are of a proprietary nature, except for certain Stock Exchange Spot transactions, prior to signing the GM Framework Agreement, the Bank wish, based on the declaration provided by the Client, to perform the suitability test, the completion of which is not mandatory for the Client, but the Bank highly recommend it. The Client shall be responsible for incomplete, obsolete or false data in the declaration used as basis for the appropriateness test.
- The Client shall immediately notify the Bank in writing of any changes in the information contained in the declaration serving as the basis of the test and shall understand that, unless informed of the contrary, the Bank consider as governing the appropriateness test with the most recent data — expressly including also the Client's denial of completion — and shall perform examination of appropriateness accordingly before the conclusion of Individual Transactions. The Business Regulations contain the additional rules pertaining to the appropriateness test, which the Client expressly acknowledges having thoroughly familiarised themselves with.

[The following paragraph (No. 7) is applicable when the Bank renders investment advisory services to the Client regardless of the Client's classification under the Investment Firms Act.]

7. As the Bank provide investment advisory services to the Client in relation to a given Individual Transaction,

(Suitability test)

- (a) prior to the signing the GM Framework Agreement, the Bank — based on the declaration provided by the Client — perform the suitability test according to the Investment Firms Act, which the Client is required to complete; failure to do so shall result in the Bank's refusal to provide investment advisory services. The Client shall be responsible for incomplete, obsolete or false data contained in the declaration serving as the basis of the suitability test;
- (b) **the Business Regulations contains additional rules pertaining to the suitability test, which the Client expressly acknowledges having thoroughly familiarised themselves with.**

(Suitability report)

- (c) In respect of the transaction recommended in the personalised recommendation provided within the framework of the investment advisory service, the Bank must prepare a personalised suitability report. The suitability report contains the reasons why the Bank deem the respective transaction suitable for the Client's objectives and preferences, as well as the information provided by the Client or available to the Bank.
- (d) As a general rule, the Bank must provide the suitability report prior to concluding the deal; however, if the personalised quote is provided using a means of distance communication that does not permit the prior delivery of the suitability report, the Bank may also provide it directly after concluding the Individual Transaction in a durable medium, subject to the Client's consent.
- (e) Even when the Client gives their prior consent to point d), in the case of the personalised quote for a specific Individual Transaction the Client has the option to ask for the postponement of the deal conclusion so that the Bank can provide it with the suitability report and the Client can receive it. In this case it should be borne in mind and considered in advance that due to the change in the given market circumstances and in the price/exchange rate of the respective financial instruments, upon concluding the Individual Transaction later it may happen that the governing and available price/exchange rate will be already different.
- (f) **Being aware of the possibility to receive the suitability report in advance and postpone the Individual Transaction, the Client gives their express consent – upon providing investment advisory service via means of distance communication – to the Bank's sending the suitability report to the Client on a durable medium and only directly after, without undue delay, having concluded the Individual Transaction being the subject of the investment advice. This declaration is valid for the event when the Client provides the order for the purchase or sale of the financial instrument via means of distance communication – namely, orally via a recorded phone call or electronically in written form through means of distance communication – which does not permit the Bank to deliver the suitability report in advance. Upon providing this declaration, the Client has duly considered the circumstance that otherwise the Client has the option to postpone the order and the transaction until the receipt of the suitability report.**

[The following paragraph (No. 8) is applicable in the case of product(s) regulated by the Investment Firms Act. Additional conditions may be specified in the subparagraphs.]

8. The Client hereby

(Declarations related to information)

[The following subparagraphs (No. 8(a)–(e)) are applicable to Clients classified as retail clients or professional clients under the Investment Firms Act.]

- (a) declares to have been provided by the Bank in due course with comprehensive prior information as per the Investment Firms Act and declares to have read and understood the Bank's Standard Prior Information Announcement.
- (b) **expressly consents to the Bank performing their prior and other information obligations, as determined in the Investment Firms Act and other legislation, through communication published on their website or sent electronically;**
- (c) declares having regular access to the Internet (which is confirmed by the circumstance that the Client has indicated their e-mail address as their communication channel) and acknowledges that the declaration included in this clause does not restrict the right of the Bank to continue releasing certain information by any other manner as determined in the Business Regulations, and it does not mean that, when the Business Regulations stipulate a non-electronic format or method of conclusion for an agreement or unilateral representation (for

- example personal appearance in the branch office or a document signed mutually by both Parties, etc.), the Client is not under obligation to fulfil these requirements.
- (d) declares having been informed by the Bank electronically of the address of the website mentioned in point b) and indicated on which part of the website the relevant information can be found (www.otpbank.hu – Securities and Global Markets menu items).
  - (e) the Client expressly agrees that the Bank provides the Client with certain information addressed thereto on other durable medium, particularly in electronic form, to the e-mail address specified by the Client or orally via a recorded phone call.

[The following subparagraph (No. 8(f)) is applicable to Clients classified as retail clients under the Investment Firms Act.]

- (f) **the Bank has informed the Client and the Client acknowledges that the Client may, depending on the Client's choice, receive in paper form any information from the Bank addressed to the Client which the Bank would provide to the Client on other durable medium, particularly in electronic form, to the e-mail address specified by the Client or orally via a recorded phone call.**

[The following paragraphs related to the key information documents are applicable to Clients classified as retail clients under the Investment Firms Act.]

(Subsequent sending of key information documents)

- (g) The Bank informed the Client that if it is not possible to provide the Client with the key information document during the connection established through means of distance communication – orally via a recorded phone call or electronically – the Client may give their prior consent to the Bank forwarding the key information document to the Client after the conclusion of the Individual Transaction instead of - in order to receive the key information documents prior to concluding the deal - delaying the conclusion of the Individual Transaction.
- (h) **The Client expressly consents to the Bank's forwarding the key information documents (KID) to the Client only after concluding the Individual Transaction, if the order is submitted via means of distance communication (orally via a recorded phone call or electronically) and therefore the delivery of the document is not feasible, also considering the circumstance that otherwise the Client has the option to delay the order or the conclusion of the Individual Transaction with a view to the Bank's providing the Client with the key information document (KID) and the Client's receiving it.**
- (i) **The Client declares that their express consent made in points b) and f) also govern the delivery of the key information documents to the Client. Accordingly, in respect of the key information documents the Client expressly consents to the Bank's providing the Client with the prior and other information required by the Investment Firms Act and other legislations on durable medium, via the website or electronically via e-mail notices, acknowledging that the Client has the possibility to receive the information on paper as well.**

(Acceptance of foreign language documents)

- (j) **The Client expressly consents to the Bank's delivery of the information not available to the Bank in the Hungarian language (e.g. KID, issuer's information, marketing communications, etc.) only in foreign language (the respective document in full) to the Client.**

[The following paragraphs related to the Execution and Allocation Policy are applicable to Clients classified as retail or professional clients under the Investment Firms Act.]

(Execution and Allocation Policy)

- (k) The Client declares to have been provided with information by the Bank that the way of executing the clients' orders is described in the Execution and Allocation Policy. The Execution and Allocation Policy includes the trading venues that provide the Bank with the opportunity to consistently realise the best possible outcome upon the execution of the client orders, as well as information on the trading venues, the circumstances and factors assessed by the Bank upon selecting the trading venues.
- (l) The Client declares to have been provided with information to the effect that the Bank's Execution and Allocation Policy includes the option available to the Bank to execute the order outside trading venues – such as regulated market, MTF or OTF –, if the Client consents to this. The risks and description of this are included in the Execution and Allocation Policy and in the Business Regulations.
- (m) **The Client declares that the Client has familiarised themselves with "OTP Bank Nyrt.'s Execution and Allocation Policy", which describes the way the Bank will execute the orders of their clients, acknowledges the content thereof, undertakes to monitor the potential changes thereto.**
- (n) **The Client expressly consents to the Bank's right to execute the Clients's orders also outside trading venues in accordance with the provisions of "OTP Bank Nyrt.'s Execution and Allocation Policy".**

**[Deleted condition.]**

**Agreement for the use of passwords in the case of transactions concluded over the telephone**

- 9. The Client or the Client's Authorised Representative shall use the password defined by the Client in the GM Framework Agreement when requesting quotes or concluding Individual Transactions. The Bank shall not accept any declarations to the contrary, that is, the Bank shall not accept any request by either the Client or the Client's Authorised Representative to waive the use of passwords when requesting for a quote or concluding an Individual Transaction over the telephone.
- 10. Without any further inspection, the Bank is entitled to deem the person introducing themselves over the telephone as the Client or the Client's Authorised Representative as such and to accept any representations made by the Client or the Clients Authorised Representative as valid if the Client or the Client's Authorised Representative introduces themselves as such and provides the password registered in the Bank's records, or any other data requested by the Bank kept in their records.
- 11. The Bank may also request the Client or the Client's Authorised Representative to provide identification data other than the password, but shall not be obliged thereto under any circumstances whatsoever.
- 12. It is the obligation of the Client to ensure that the password cannot be obtained by any unauthorised parties in the course of its storage and use.

**Miscellaneous provisions**

- 13. Detailed information on data processing can be found in Annex No. 5 to the General Business Regulations, and in Annex I to the Business Regulations, the other business line regulations for services provided by the Bank, as well as the associated privacy notices, available in the branches and online at <https://www.otpbank.hu/portal/en/Privacy>.
- 14. The Business Regulations define the terms and conditions for Closing the Individual Transaction and the written cancellation or termination of the GM Framework Agreement applicable to Global Markets Services.

15. Parties state that, unless stipulated otherwise in the Business Regulations, the GM Framework Agreement may only be amended by a document mutually signed by the Parties.
16. In issues not regulated in the GM Framework Agreement, the Business Regulations (including but not limited to the General Terms and Conditions for Global Markets Services and other annexes) and announcements shall apply. The rights provided in the GM Framework Agreement complement the rights conferred upon the Bank by the relevant legislation, the Business Regulations, and the annexes (thereof – in particular the General Terms and Conditions for Global Markets Services – and the announcements). The Client declares that, prior to executing the GM Framework Agreement, the Client has familiarised themselves with the Business Regulations (including in particular the General Terms and Conditions for Global Markets Services, the other business regulations and announcements referred to in the Business Regulations, including in particular the Fee Announcement, the Supplementary Announcement and the Collateral Announcement), and accepts them as binding. **The Bank hereby call the Client's attention to the provisions of the Business Regulations related to communication, the conclusion of contracts and the unilateral and mutually agreed amendments and/or termination thereof, limitations and exclusions of liability of the Bank , the costs, charges and commissions and the payment thereof, deposits and other collateral, the Bank exercising their right to send margin calls, delays and defaults, and the Client hereby acknowledges and accepts such important note.** Not exercising a right shall not constitute a waiver of such right.

[The following paragraph (No. 17) is applicable to Clients not qualifying as natural persons.]

17. The Client representative (all representatives) confirm(s) and declare(s) that they have proper authorisation to act as representative for signing the GM Framework Agreement and for committing to complying with its provisions, in particular to conclude the Individual Transactions and the collateral agreements, in relation to which his authorisation is not limited and is not subject to any condition or approval or such condition has been met and such approval has been granted.
18. The GM Framework Agreement shall be governed by Hungarian law. Parties agree to settle any disputes concerning their legal relationship arising from or in connection to the GM Framework Agreement through amicable negotiations. If this does not yield any result, Parties submit themselves to the Hungarian legislation.
19. The Client hereby states that the Bank have provided a chance to negotiate all terms of the GM Framework Agreement individually, after which the Parties have duly signed the GM Framework Agreement as a true reflection of their will.

#### **Client specific terms of the GM Framework Agreement:**

[The following paragraph (No. 20) is applicable in the case of the product(s) being selected under the Investment Firms Act.]

20. Based on the GM Framework Agreement, the Bank [ **provides / does not provide** ] investment advisory services to the Client.
21. The password given by Client, shall be used by the Client or by the Authorised Representative proceeding on behalf of the Client, when requesting for a quote.  
Password: [•]



[The following paragraph is applicable to Clients qualifying as natural persons in the case of unique product choices, and to Clients not qualifying as natural persons in all cases.]

## 22. Requested Global Markets Services

ADA	Spot foreign exchange transactions
HDA	Forward foreign exchange transactions
DOU	Foreign exchange option transactions
DCS	Foreign exchange swap transactions
TRADER	Online FX Transaction (OTP Trader access)
AEPA	Spot Securities Transaction
AEPA_MB	Execution of orders for spot securities on the OTC market
BSE TAU	Stock exchange spot transaction
TAU_BET	BSE
TAU_DEU	Deutsche Börse
TAU_EGY	Other stock exchange
THU	Stock exchange futures
THU_BET	BSE
THU_EGY	Other stock exchange
TOU	Stock exchange options
KDS	Dual currency structured investment
BET	Deposit
EPK	Securities lending transactions
KOP	Interest rate options
KCS	Interest rate swaps
ISW	Inflation swaps
ASW	Commodity swap transaction
HNA	Forward deals in precious metals (gold and silver)

[The following paragraph is applicable if the Stock exchange futures transactions Other stock exchange (THU\_EGY) and/or the Stock exchange options (TOU) services have been selected.]

The GM Framework Agreement will also constitute an indirect clearing arrangement according to the Business Regulations and the announcement under the title of 'EMIR Article 39(7), MiFID II RTS 6 Article 27(2), EMIR 149/2013 RTS, and Indirect Clearing RTS Disclosure Document – Direct and Indirect Clearing Services'. By entering into the GM Framework Agreement, the Client accepts that the Bank provide indirect clearing services according to the provisions of the Business Regulations and the announcement under the title of 'EMIR Article 39(7), MiFID II RTS 6 Article 27(2), EMIR 149/2013 RTS, and Indirect Clearing RTS Disclosure Document – Direct and Indirect Clearing Services'. The Client understands that for indirect clearing, the Client may choose between the BOSA and GOSA accounts specified in the Business Regulations, and the Client may select their choice of account in a separate written statement. By signing the GM Framework Agreement, the Client expressly confirms that the Client acknowledges that if and as long as the Client makes no express written statement to the contrary, the Client's assets and positions will be held on a BOSA account. By a written statement, the Client may indicate at any time if the Client wants to choose another account type for indirect clearing. The Client shall bear the fees and costs of the account the Client has selected in connection with indirect clearing.

The Bank undertake to meet all obligations of the Client as an indirect client to the clearing member under the indirect clearing arrangement. The Client shall compensate the Bank for all expenses, costs and losses incurred or sustained by the Bank as a result of or in connection

with the Bank's compliance with their legal obligation to meet all obligations of the indirect client to the clearing member under the indirect clearing arrangement.

[The following paragraph (No. 23) is applicable to Clients not qualifying as natural persons, provided that Global Markets Services subject to EMIR or MiFID II reporting have been selected.]

23. LEI code provided by the Client: [•]

[The following paragraph (No. 24) is applicable to financial counterparty (FC) and non-financial counterparty subject to Central clearing obligation (NFC+) Clients not qualifying as natural persons, provided that Global Markets Services subject to EMIR reporting have been selected.]

24. The Client hereby mandates the Bank to participate in the performance of the Client's reporting obligation to a trade repository according to Article 9 of the (EMIR) as regards the derivative transactions concluded between the Client and the Bank in accordance with the provisions of the Business Regulations: Yes/No

[The following paragraph (No. 25) is applicable to Clients that are non-financial counterparties not subject to Central clearing obligation (NFC-) and not qualifying as natural persons, provided that Global Markets services subject to EMIR reporting have been selected and the Client has not decided that, instead of the Bank, the Client undertakes and fulfils the reporting obligation for OTC derivative transactions on its own behalf, therefore the Bank fulfils the reporting obligation under EMIR for OTC derivative transactions.]

25. Pursuant to Article 9 of (EMIR), the Bank is liable and responsible for reporting on behalf of the Client the data of OTC derivative transactions with the Client to a trade repository under EMIR. In respect of transactions not qualifying as OTC derivative transactions, the Client hereby mandates the Bank to participate in the fulfilment of the Client's reporting obligation to a trade repository pursuant to Article 9 of EMIR, as regards the transactions concluded between the Client and the Bank in accordance with the provisions of the Business Regulations.

[The following paragraph (No. 26) is applicable to Clients that are non-financial counterparties not subject to Central clearing obligation (NFC-) and not qualifying as natural persons, provided that Global Markets services subject to EMIR reporting have been selected and the Client has not decided that, instead of the Bank, the Client undertakes and fulfils the reporting obligation for OTC derivative transactions on its own behalf, therefore the Bank fulfils the reporting obligation under EMIR for OTC derivative transactions.]

26. The Client hereby informs the Bank of their decision that the Client shall themselves undertake and fulfill – instead of the Bank – the reporting obligation on their behalf to a trade repository pursuant to Article 9 of (EMIR), as regards the details of the derivative transactions concluded between the Client and the Bank. In respect of derivative transactions not qualifying as OTC derivative transactions the Client does not mandate the Bank to participate in the fulfilment of the Client's reporting obligation to a trade repository pursuant to Article 9 of the EMIR, as regards the transactions concluded between the Client and the Bank in accordance with the provisions of the Business Regulations.

27. Account numbers used for the settlement of Individual Transactions:

Sequence No.	Account number	Scheme	Account type
1.	[•]	[•]	[•]
2.	[•]	[•]	[•]
...	[•]	[•]	[•]

The Client acknowledges that, if the settlement of the Individual Transaction cannot be effected on the above account numbers for any reason, the Bank is entitled to execute and settle the Individual Transaction on any of the Client's Consolidated Securities Accounts, Payment Accounts, Foreign Currency Accounts or other securities accounts or client accounts on which adequate collateral is available. The Bank shall not be liable for any claim for damages by the Client in this respect; such liability is expressly excluded by the Bank.

**List of the persons authorised to request quotes and conclude transactions on behalf of the Client**

28. The persons specified below (as Authorised Representative) are authorised by the Client to request quotes and conclude Individual Transactions, as well as to apply for the proportionate release of the collaterals exceeding the currently required margin level of the Individual Transaction(s) concluded on the basis of the GM Framework Agreement, and to exercise the additional rights specified in the Business Regulations. The Authorised Representatives specified below are entitled to designate the Payment Account, Foreign Currency Account or Securities Account to be used for the execution and settlement of the Individual Transaction, irrespective of whether the Authorised Representative has control over such accounts. The Authorised Representatives shall also be entitled to establish a collateral security, to make a declaration in relation to the collateral security or blocking of a Client's Payment Account, Foreign Currency Account or Securities Account in respect of the security for Individual Transactions. Authorised Representatives are entitled to determine the subject of the collaterals affected by the release, within the scope of the release of collaterals exceeding the currently required margin level. In the event of any change in the Authorised Representatives or any change in their contact details thereof (phone number, email address), the Client may initiate the change only in writing, by amending the GM Framework Agreement, which modification shall become effective for the Bank once the Bank acknowledges the announcement.

The Client may initiate any change in the scope or limits of the power of representation of the persons authorised to request quotes and conclude Individual Transactions only in writing by amending the GM Framework Agreement, which amendment shall become effective for the Bank once the Bank acknowledges the announcement.

[The following paragraph is applicable to Clients qualifying as natural persons in the case of a Standard Framework Agreement or a Customised Framework Agreement, if there is uniqueness in product selection neither by the Client nor concerning the Authorised Representatives.]

The Authorised Representatives as specified by the Client in the GM Framework Agreement may act on behalf of the Client with regard to all Global Markets services available to natural persons listed in the prevailing Annex A.1 to the Business Regulations without any limitation, the Bank shall not accept any restriction request in this respect.



<b>1. Authorized Representative</b>	
Name (according to an ID)	[•]
Type and number of an identification document	[•]
Position	[•]
Product code of the Global Markets Services	[•]
Telephone number	[•]
E-mail address	[•]
Name and ID of the Trading-Communication Platform	[•]
External/internal Authorised Representative	[•]
<b>2. Authorized Representative</b>	
Name (according to an ID)	[•]
Type and number of an identification document	[•]
Position	[•]
Product code of the Global Markets Services	[•]
Telephone number	[•]
E-mail address	[•]
Name and ID of the Trading-Communication Platform	[•]
External/internal Authorised Representative	[•]

[The following paragraph is applicable to Clients not qualifying as natural persons, and to Clients qualifying as natural persons if there is an Authorised Representative among the Client's Authorised Representatives other than the Client.]

By signing the GM Framework Agreement the Client declares that the Client is authorised to transfer to the Bank the personal data of the Authorised Representatives, the Client has informed the data subject of the Bank's processing of such personal data and at the same time, advised the data subject that information on the Bank's processing of the personal data contained in this declaration is included in the privacy notices referred to in the Miscellaneous Provisions, available as specified therein. The Client acknowledges that the Client bears liability towards the Bank for the consequences arising from any false representations made in this paragraph.

[The following paragraph is applicable to Client not qualifying as natural persons.]

In case of Clients not qualifying as natural persons the Clients's legal representatives, managers, duly authorised signatories and employed staff shall be regarded as internal Authorised Representatives, in terms of transaction reports while all other Authorised Representatives shall be regarded as external Authorised Representatives. In case the Client fails to specify whether the Authorised Representative, in terms of transaction reports is to be regarded as an internal or an external one, until the Client's contrary declaration the Bank will regard the Client's above mentioned natural person Authorised Representative as an internal Authorised Representative, while the Bank will consider the Client's legal person Authorised Representative as an external one in terms of the statutory requirements on the transaction reports.

#### Further declarations of the Client

[The following paragraph (No. 29) applies to Clients who are natural persons.]

29. The Client represents and warrants that
- a) they have legal capacity and capacity to act under Hungarian (or its own, national) law.
  - b) they have not initiated and are not subject to debt settlement proceedings pursuant to Act CV of 2015 on the Debt Settlement of Natural Persons.

[The paragraphs below (No. 30 to 32) apply to Clients who are not natural persons.]

30. The Client declares that, if it is an enterprise, it is a validly established, registered and operating enterprise under Hungarian (or its own, national) law, and that it has all the necessary official authorisations to carry out its business activities. The Client declares that, if it is a local government, it is a local or county government validly established, registered and operating under Hungarian law and that the Framework Agreement and the Individual Transactions are concluded in accordance with the provisions of Act LXV of 1990 on Local Governments (and Act CLXXXIX of 2011 on Local Governments in Hungary).
31. The Client declares that the conclusion and performance of this Framework Agreement and the Individual Transactions do not conflict with (i) any law, regulation or judicial, administrative or municipal decision, (ii) the Client's instrument of incorporation, corporate documents/deed of foundation (if any), and (iii) any contract or other document evidencing the Client's obligations.
32. The Client warrants to the Bank that the financial statements, if any, requested by the Bank and provided to the Bank by the Client (i) have been prepared in accordance with the applicable regulations, and (ii) give a true and fair view of the financial position of the Client at the date of the statement, and that there has been no material adverse change in its financial position and/or financial condition since that date, and that all information and financial statements provided to the Bank have been and remain true, complete and accurate in all respects and have not omitted any facts which would make the statements contained therein misleading.
33. The Client represents that the GM Framework Agreement, the Individual Transactions and collateral agreements constitute a legal, valid and binding commitment enforceable against the Client.
34. The Client declares that they are entitled to enter into the GM Framework Agreement and the Individual Transactions and the collateral agreements and to perform their obligations thereunder and to take all steps necessary to validly enter into the Framework Agreement and the Individual Transactions and the collateral agreements and to perform their obligations thereunder.
35. The Client warrants to the Bank that they have not been in breach of any contract which could affect the Client's ability to perform their obligations under, or to comply with the provisions of, the GM Framework Agreement, the Individual Transactions and the collateral agreements.
36. The Client represents and warrants that there is no litigation or non-contentious procedure pending before any ordinary court or arbitration tribunal or any administrative or other official proceeding against the Client or in respect of any of the Client's material assets (or, to the best of the Client's knowledge, no such proceeding is pending, or threatened) which, in the event of an unfavourable outcome, would have a material adverse effect to the Client's financial and/or property position or on their ability to meet

their obligations under the GM Framework Agreement, the Individual Transactions and the collateral agreements.

37. The Client warrants that they are not subject to a Closing Event or an event which, after a certain period of time or upon notice thereof (or both), would result in a Closing Event, and that the conclusion of the GM Framework Agreement or an Individual Transaction or the performance of the obligations thereunder would not result in a Closing Event.
38. Due to the nature of communication and order transmission by means of telecommunication, the Client consents to the Bank providing the Client with certain information required by law to be provided in advance by the Bank as a general rule – in particular: the suitability report for investment advice or the key information document (KID) for certain products – only after the conclusion of the transaction with the proviso that the Client is entitled to request the provision of these documents prior to the conclusion of each transaction, before the Quote or Individual Transaction is granted, and may also postpone or delay the conclusion of the transaction until the requested documents are provided. In the case of a postponement of the granting of a Quote or order for an Individual Transaction, the current market conditions and exchange rates may change in relation to the Individual Transaction.
39. The Client agrees that certain documents that are not available to the Bank in Hungarian may be provided to the Client only in the available language, so that the Client receives information in several languages. The Client declares that they have sufficient language skills to understand and interpret the documents made available in a foreign language in relation to the Deutsche Boerse AG, the relevant Other Trading Venue, the financial instrument in question, in particular with regard to the regulatory and operational framework of the relevant market, the rules of trading and settlement.
40. The Client declares that they have sufficient knowledge of the Individual Transactions that they may enter into under this Framework Agreement (including, in particular, the economic purpose, justification, risks, valuation, market standards of such transactions) and have informed the Authorised Representatives of the necessary knowledge, including, in particular, the provisions of the Framework Agreement. The Client acknowledges that the Bank has given them the opportunity to ask questions about the Individual Transactions and that they have received expert answers to their questions. They further declare that the Client's financial and economic situation is such that, knowing the risks of the Individual Transactions, the collateral provision rules and their rights in relation to the Closing, they are in a position to meet their obligations under each Individual Transaction.
41. The Client acknowledges that the Bank has fully informed the Client, prior to the conclusion of the GM Framework Agreement, of the general market information relating to the Individual Transactions they may enter into, the risks of the Individual Transactions, the investor protection and deposit protection schemes available to the Client, if any, and any other information that may be relevant for the conclusion and performance of the GM Framework Agreement. The Client is entitled to request the Bank in writing to provide further information after the conclusion of the GM Framework Agreement, specifying the information requested. The Client shall bear the burden of proving that they have requested the Bank in writing to provide the exact information requested and that they may not have received the information requested, with the Client bearing any damage resulting from any inaccuracy or ambiguity in the request to the Bank. In the case of Client who are not consumers, the Bank shall be entitled to charge the fees, commissions and costs related to additional information set out in the Fee Announcement. The Client declares that they are familiar with and understand the

Trading Rules applicable to the Individual Transactions that they may enter into, in particular the provisions of the KELER Rules relating to collateral and its use by KELER.

42. By signing the GM Framework Agreement, the Client expressly authorises the Bank to transmit their order for financial instruments traded on Other Trading Venues to the Execution Partner for execution. In case of using the Execution Partner, the Bank is entitled to dispose of the client accounts with the Execution Partner. The Client acknowledges and agrees that the Execution Partner may, but is in no way obliged to, execute their order for financial instruments traded on Other Trading Venues from its own account. By signing the GM Framework Agreement, the Client expressly agrees that, unless otherwise provided, the order may be executed by the Bank in split or combined with another order or debited from its own account.
43. Unless otherwise agreed between the Parties in respect of the amount of the Secured Claim, secured by collateral security, or the type and amount of the Base Collateral or Variable Collateral required under the Global Markets Services General Terms and Conditions in respect of an Individual Transaction, the Client acknowledges that the provisions of the Collateral Announcement shall prevail and shall be the agreement between the Parties in this respect. The Client unconditionally undertakes that if the Base Collateral and any Additional Collateral do not cover all of the Client's defaulted payment obligations (secured claims) arising from an Individual Transaction, the difference will be paid to the Bank without delay. The Client's obligation under this clause is a material obligation without which the Parties would not have entered into the GM Framework Agreement or each Individual Transaction.

#### **Establishment of collateral security (lien)**

[The following paragraph (No. 44) applies to Clients who are natural persons.]

44. The Client and the Bank shall establish a collateral security by signing the GM Framework Agreement in favour of the Bank in the manner set out in the Business Regulations. The collateral security shall secure the respective Secured Claim as defined in the Business Regulations, in the case of a consumer lien agreement up to the amount of the respective Secured Claim as specified in the Collateral Announcement or, failing this, up to the Maximum Amount of the Secured Claim. In the case of a Secured Claim arising out of an Investment Service as defined in the Business Regulations, the collateral security shall be the total of all the amounts held at any time in all the Client's Consolidated Securities Accounts held by the Bank (including any Consolidated Securities Accounts that may be opened in the future), securities and other financial instruments not constituting Retail Government Securities, as well as the total balance at any time of all the Client's Payment Accounts, Foreign Currency Accounts, including those to be opened in the future, including Client Accounts and Payment and Foreign Currency Accounts not designated for settlement of Individual Transactions. In the case of a consumer collateral security agreement, the object of the collateral security shall be, in the case of a Secured Claim arising from a Financial Service as defined in the Business Regulations, all securities other than Retail Government Securities registered in the Client's Consolidated Securities Accounts held by the Bank and the total balance of the Client's Payment Accounts and Foreign Currency Accounts at the time of conclusion of the contract.

[The following paragraph (No. 45) applies to Clients who are not natural persons.]

45. The Client and the Bank shall establish a collateral security by signing the GM Framework Agreement in the manner set out in the Business Regulations. The collateral security shall secure the respective Secured Claim as defined in the Business Regulations. In the case of a Secured Claim arising out of an Investment Service as

defined in the T Business Regulations, the collateral security shall be the total of all the amounts held at any time in all the Client's Consolidated Securities Accounts held by the Bank (including any Consolidated Securities Accounts that may be opened in the future), financial instruments other than Retail Government Securities and the total balance at any time in the Client's Payment Accounts and Foreign Currency Accounts (including any accounts to be opened in the future), including Client Accounts and Payment and Foreign Currency Accounts not designated for settlement of Individual Transactions. In the case of a Secured Claim arising from a Financial Service as defined in the Business Regulations, the object of the collateral security shall be the total balance of all securities other than Retail Government Securities held by the Client in the Client's Consolidated Securities Accounts (including any Consolidated Securities Accounts to be opened in the future) and the Client's Payment Account and Foreign Currency Account (including any accounts to be opened in the future).

*The provisions of this Clause shall apply where, under the GM Framework Agreement, the Client is entitled to use a Global Markets Service or is entitled to enter into an Individual Transaction (e.g. derivative transactions) which is subject to a Collateral Obligation under the provisions of the Business Regulations and the Collateral Announcement.*

46. The Client represents that all of the above declarations shall be deemed to be repeated continuously throughout the GM Framework Agreement and prior to the conclusion of each Individual Transaction. The Client shall immediately notify the Bank in writing if any of the statements contained in any of the above declarations cease to be true or become inaccurate and expressly acknowledges that they shall be solely responsible for any consequences arising therefrom.

## Clause

### Contact details of the Bank:

Postal address: 1131 Budapest, Babér utca 9.

Fax: +36 (1) 298 4896

Telephone: +36 (1) 288 7544

The contact details of our colleagues are available at <https://www.otpbank.hu/portal/en/GlobalMarkets/Experts>.

### The following contact details are used for receiving and returning deal confirmations:

Sequence No	Type	Identifier
1	[•]	[•]
2	[•]	[•]

The Client's postal address: [•]

### Annexes to the GM Framework Agreement:

1. Business Regulations (and the referenced annexes and announcements specified therein)

[The following paragraph (No. 2) is applicable if the selected product(s) is/are regulated by the Investment Firms Act.]

2. Information documents as per the Investment Firms Act — MiFID customer information

[The following paragraph is applicable when hard copies are provided.]

The GM Framework Agreement has been prepared in 3 original copies, of which one has been delivered by the Bank to the Client upon execution.

[The following paragraph is applicable when the agreement is signed in an electronic way.]

The Bank submit the GM Framework Agreement with signature of increased security to the Client via identified electronic means (OTPdirekt internet bank). The terms and conditions of the OTPdirekt services are set out in a separate agreement between the Parties.

Dated: [•], [•]

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OTP Bank Plc.

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Client's name



## GLOBAL MARKETS FRAMEWORK AGREEMENT applicable to Trust Properties

concluded by and between:

**[Natural persons]**

**[Full Name]** (name at birth: [•]; place and date of birth: [•]; mother's maiden name: [•]; nationality [•]; domicile: [•]; identification document type and number: [•]; place of residence in Hungary in the case of non-residents: [•]) (hereinafter: **Client**),

**[For business associations] – except Ltd. and Plc.]**

**[Full Name]** (short company name: [•]; registered office: [•]; company tax number: [•]; company registration number: [•]) (hereinafter: **Client**),

**[For business associations - Ltd. and Plc.]**

**[Full Name]** (short company name: [•]; registered office: [•]; company tax number: [•]; registered by the [•] under No. [•]) (hereinafter: **Client**),

as **Trustee**, as Client and Account Holder (hereinafter: Client) on the other hand, in respect of the following Trust Property:

**Designation of the Trust Property: [•]**

**Tax number of the Trust Property: [•]**

**<For professional fiduciary asset management companies:> Licence number: [•]**

and

**OTP Bank Nyrt.** (registered office: H-1051 Budapest, Nádor u. 16, tax number: 10537914-4-44, Group ID: 17780010-5-44; EU VAT number: HU17780010; registered by the Court of Registration of the Metropolitan Court of Justice under No. 01-10-041585, hereinafter: **Bank**) (jointly referred to as: Parties, or either of the two as: Party) under the following terms and conditions:

### Background

- A. <For ad hoc trustees:> The Client declares that under the fiduciary asset management relationship established in accordance with Act V of 2013 on the Civil Code (Civil Code) on [Date], it carries out the fiduciary asset management activity as the ad hoc Trustee of the Trust Property.

<For professional fiduciary asset management companies:> The Client declares that, under the fiduciary asset management relationship established in accordance with the Civil Code on [Date], it is the professional fiduciary asset management company of the Trust Property, and it carries out the activity based on the licence issued by the competent authority.

- B. The Parties stipulate that the Trust Property is not a legal entity; under this Contract, the Business Partner of OTP Bank Plc. is the ad hoc trustee/fiduciary asset management company Client. Under this Contract, the Parties refer to Trust Property due solely to the fact the Client wishes to perform its property separation obligation under the Civil Code by opening separate framework agreements and account contracts with the Bank for its Trust Property and its other assets.

### Purpose and Nature of the GM Framework Agreement, General Provisions



1. The purpose of the GM Framework Agreement is to determine the general terms and conditions of the Individual Transactions for Global Markets Services between the Parties, thereby allowing for the Parties to agree upon the conclusion of Individual Transactions exclusively on the varying terms and conditions in accordance with the Bank's Investment Services Business Regulations containing the General Terms and Conditions for Global Markets Services (hereinafter: Business Regulations)
2. The Parties refer to Global Markets Services as the services listed in Annex A.1 of the Business Regulations. Parties agree that the GM Framework Agreement shall not generate any obligation for non of the Parties in respect of conclusion of any Individual Transaction. The Bank reserve the right to refuse to enter into an offer given and Individual Transaction at any time and without justification.

[The following paragraph (No. 3) is applicable to Clients qualifying as natural persons, if there is no uniqueness in the product selection.]

3. By signing the GM Framework Agreement, the Client qualifying as a natural person is entitled to conclude Individual Transactions with regard to any Global Markets Service available to natural persons as listed in the effective Annex A.1. to the Business Regulations.
4. The full set of conditions applicable to Individual Transactions for Global Markets Services jointly consists of
  - (a) the agreement concluded between the Parties via the Transaction Channel and the confirmation issued by the Bank on the basis thereof,
  - (b) this Framework Agreement, also as a collateral security agreement,
  - (c) any contracts concluded between the Parties on the Collateral specified in the Business Regulations, and
  - (d) the effective Business Regulations (and further business regulations, annexes and announcements and other announcements of the Bank specified therein).

#### **Investor Protection Rules**

5. Parties declare that the Bank have performed the rating of the Client and informed the Client of it according to the provisions of Investment Firms Act).

[The following paragraph (No. 6) is applicable when the Bank renders investment advisory services to the Client regardless of the Client's classification under the Investment Firms Act.]

6. As the Bank provide investment advisory services to the Client in relation to a given Individual Transaction,

(Suitability test)

- (a) prior to the signing the GM Framework Agreement, the Bank — based on the declaration provided by the Client — perform the suitability test according to the Investment Firms Act, which the Client is required to complete; failure to do so shall result in the Bank's refusal to provide investment advisory services. The Client shall be responsible for incomplete, obsolete or false data contained in the declaration serving as the basis of the suitability test;
- (b) the Client acknowledges that the Bank shall consider the Client to be the subject of the suitability assessment.
- (c) **the Business Regulations contains additional rules pertaining to the suitability test, which the Client expressly acknowledges having thoroughly familiarised themselves with.**

(Suitability report)



- (d) In respect of the transaction recommended in the personalised recommendation provided within the framework of the investment advisory service, the Bank must prepare a personalised suitability report. The suitability report contains the reasons why the Bank deem the respective transaction suitable for the Client's objectives and preferences, as well as the information provided by the Client or available to the Bank.
- (e) As a general rule, the Bank must provide the suitability report prior to concluding the deal; however, if the personalised quote is provided using a means of distance communication that does not permit the prior delivery of the suitability report, the Bank may also provide it directly after concluding the Individual Transaction in a durable medium, subject to the Client's consent.
- (f) Even when the Client gives their prior consent to point d), in the case of the personalised quote for a specific Individual Transaction the Client has the option to ask for the postponement of the deal conclusion so that the Bank can provide it with the suitability report and the Client can receive it. In this case it should be borne in mind and considered in advance that due to the change in the given market circumstances and in the price/exchange rate of the respective financial instruments, upon concluding the Individual Transaction later it may happen that the governing and available price/exchange rate will be already different.
- (g) **Being aware of the possibility to receive the suitability report in advance and to postpone the Individual Transaction, the Client gives its express consent that, when providing investment advisory service via means of distance communication, the Bank shall send, without undue delay, the suitability report to the Client in a durable medium only directly after the conclusion of the Individual Transaction involved in the investment advice. This declaration is valid for the event when the Client provides the order for the purchase or sale of the financial instrument via means of distance communication – namely, orally via a recorded phone call or electronically in written form through means of distance communication – which does not permit the Bank to deliver the suitability report in advance. Upon providing this declaration, the Client has duly considered the circumstance that otherwise the Client has the option to postpone the order and the transaction until the receipt of the suitability report.**

[The following paragraph (No. 7) is applicable in the case of product(s) regulated by the Investment Firms Act. Additional conditions may be specified in the subparagraphs.]

7. The Client hereby

(Declarations related to information)

[The following subparagraphs (No. 8(a)–(e)) are applicable to Clients classified as retail clients or professional clients under the Investment Firms Act.]

- (a) declares to have been provided by the Bank in due course with comprehensive prior information as per the Investment Firms Act and declares to have read and understood the Bank's Standard Prior Information Announcement.
- (b) **expressly consents to the Bank performing their prior and other information obligations, as determined in the Investment Firms Act and other legislation, through communication published on their website or sent electronically;**
- (c) declares to have regular access to the Internet (which is confirmed by the circumstance that the Client has indicated its e-mail address as its communication channel) and acknowledges that the declaration included in this clause does not restrict the Bank's right to continue releasing certain information by any other manner as determined in the Business Regulations, and it does not mean that, when the Business Regulations stipulate a non-electronic format or method of conclusion for an agreement or unilateral representation (for example personal

- appearance in the branch office or a document signed mutually by both Parties, etc.), the Client is under no obligation to fulfil these requirements.
- (d) declares having been informed by the Bank electronically of the address of the website mentioned in point b) and indicated on which part of the website the relevant information can be found ([www.otpbank.hu](http://www.otpbank.hu) – Securities and Global Markets menu items).
  - (e) the Client expressly agrees that the Bank provides the Client with certain information addressed thereto on other durable medium, particularly in electronic form, to the e-mail address specified by the Client or orally via a recorded phone call.

[The following subparagraph (No. 7(f)) is applicable to Clients classified as retail clients under the Investment Firms Act.]

- (f) **the Bank has informed the Client and the Client acknowledges that the Client may, depending on the Client's choice, receive in paper form any information from the Bank addressed to the Client which the Bank would provide to the Client on other durable medium, particularly in electronic form, to the e-mail address specified by the Client or orally via a recorded phone call.**

[The following paragraphs related to the key information documents are applicable to Clients classified as retail clients under the Investment Firms Act.]

(Subsequent sending of key information documents)

- (g) The Bank informed the Client that if it is not possible to provide the Client with the key information document during the connection established through means of distance communication – orally via a recorded phone call or electronically – the Client may give their prior consent to the Bank forwarding the key information document to the Client after the conclusion of the Individual Transaction instead of - in order to receive the key information documents prior to concluding the deal - delaying the conclusion of the Individual Transaction.
- (h) **The Client expressly consents to the Bank's forwarding the key information documents (KID) to the Client only after concluding the Individual Transaction if the order is submitted via means of distance communication (orally via a recorded phone call or electronically) and therefore, the delivery of the document is not feasible, also considering the circumstance that otherwise the Client has the option to delay the order or the conclusion of the Individual Transaction with a view to the Bank's providing the Client with the key information document (KID) and the Client's receiving it.**
- (i) **The Client declares that their express consent made in points b) and f) also govern the delivery of the key information documents to the Client. Accordingly, in respect of the key information documents the Client expressly consents to the Bank's providing the Client with the prior and other information required by the Investment Firms Act and other legislations on durable medium, via the website or electronically via e-mail notices, acknowledging that the Client has the possibility to receive the information on paper as well.**

(Acceptance of foreign language documents)

- (j) **The Client expressly consents to the Bank's delivery of the information not available to the Bank in the Hungarian language (e.g. KID, issuer's information, marketing communications, etc.) only in foreign language (the respective document in full) to the Client.**

[The following paragraphs related to the Execution and Allocation Policy are applicable to Clients classified as retail or professional clients under the Investment Firms Act.]

(Execution and Allocation Policy)

- (k) The Client declares to have been provided with information by the Bank that the way of executing the clients' orders is described in the Execution and Allocation Policy. The Execution and Allocation Policy includes the trading venues that provide the Bank with the opportunity to consistently realise the best possible outcome upon the execution of the client orders, as well as information on the trading venues, the circumstances and factors assessed by the Bank upon selecting the trading venues.
- (l) The Client declares to have been provided with information to the effect that the Bank's Execution and Allocation Policy includes the option available to the Bank to execute the order outside trading venues – such as regulated market, MTF or OTF –, if the Client consents to this. The risks and description of this are included in the Execution and Allocation Policy and in the Business Regulations.
- (m) **The Client declares that the Client has familiarised themselves with "OTP Bank Nyrt.'s Execution and Allocation Policy", which describes the way the Bank will execute the orders of their clients, acknowledges the content thereof, undertakes to monitor the potential changes thereto.**
- (n) **The Client expressly consents to the Bank's right to execute the Clients's orders also outside trading venues in accordance with the provisions of "OTP Bank Nyrt.'s Execution and Allocation Policy".**

**[Deleted condition.]**

**Agreement for the use of passwords in the case of transactions concluded over the telephone**

- 8. The Client or the Client's Authorised Representative shall use the password defined by the Client in the GM Framework Agreement when requesting quotes or concluding Individual Transactions. The Bank shall not accept any declarations to the contrary, that is, the Bank shall not accept any request by either the Client or the Client's Authorised Representative to waive the use of passwords when requesting for a quote or concluding an Individual Transaction over the telephone.
- 9. Without any further inspection, the Bank is entitled to deem the person introducing themselves over the telephone as the Client or the Client's Authorised Representative as such and to accept any representations made by the Client or the Clients Authorised Representative as valid if the Client or the Client's Authorised Representative introduces themselves as such and provides the password registered in the Bank's records, or any other data requested by the Bank kept in their records.
- 10. The Bank may also request the Client or the Client's Authorised Representative to provide identification data other than the password, but shall not be obliged thereto under any circumstances whatsoever.
- 11. It is the obligation of the Client to ensure that the password cannot be obtained by any unauthorised parties in the course of its storage and use.

**Miscellaneous provisions**

- 12. Detailed information on data processing can be found in Annex No. 5 to the General Business Regulations, and in Annex I to the Business Regulations, the other business line regulations for services provided by the Bank, as well as the associated privacy notices, available in the branches and online at <https://www.otpbank.hu/portal/en/Privacy>.
- 13. The Business Regulations define the terms and conditions for Closing the Individual Transaction and the written cancellation or termination of the GM Framework Agreement applicable to Global Markets Services.

14. Parties state that, unless stipulated otherwise in the Business Regulations, the GM Framework Agreement may only be amended by a document mutually signed by the Parties.
15. In issues not regulated in the GM Framework Agreement, the Business Regulations (including but not limited to the General Terms and Conditions for Global Markets Services and other annexes) and announcements shall apply. The rights provided in the GM Framework Agreement complement the rights conferred upon the Bank by the relevant legislation, the Business Regulations, and the annexes (thereof – in particular the General Terms and Conditions for Global Markets Services – and the announcements). The Client declares that, prior to executing the GM Framework Agreement, the Client has familiarised themselves with the Business Regulations (including in particular the General Terms and Conditions for Global Markets Services, the other business regulations and announcements referred to in the Business Regulations, including in particular the Fee Announcement, the Supplementary Announcement and the Collateral Announcement), and accepts them as binding. **The Bank hereby call the Client's attention to the provisions of the Business Regulations related to communication, the conclusion of contracts and the unilateral and mutually agreed amendments and/or termination thereof, limitations and exclusions of liability of the Bank , the costs, charges and commissions and the payment thereof, deposits and other collateral, the Bank exercising their right to send margin calls, delays and defaults, and the Client hereby acknowledges and accepts such important note.** Not exercising a right shall not constitute a waiver of such right.

[The following paragraph (No. 16) is applicable to Clients not qualifying as natural persons.]

16. The Client representative (all representatives) confirm(s) and declare(s) that they have proper authorisation to act as representative for signing the GM Framework Agreement and for committing to complying with its provisions, in particular to conclude the Individual Transactions and the collateral agreements, in relation to which his authorisation is not limited and is not subject to any condition or approval or such condition has been met and such approval has been granted.
17. The GM Framework Agreement shall be governed by Hungarian law. Parties agree to settle any disputes concerning their legal relationship arising from or in connection to the GM Framework Agreement through amicable negotiations. If this does not yield any result, Parties submit themselves to the Hungarian legislation.
18. The Client hereby states that the Bank have provided a chance to negotiate all terms of the GM Framework Agreement individually, after which the Parties have duly signed the GM Framework Agreement as a true reflection of their will.

#### **Client specific terms of the GM Framework Agreement:**

[The following paragraph (No. 19) is applicable in the case of the product(s) being selected under the Investment Firms Act.]

19. Based on the GM Framework Agreement, the Bank [ **provide /do not provide** ] investment advisory services to the Client.
20. The password given by Client, shall be used by the Client or by the Authorised Representative proceeding on behalf of the Client, when requesting for a quote.  
Password: [•]

[The following paragraph is applicable to Clients qualifying as natural persons in the case of unique product choices, and to Clients not qualifying as natural persons in all cases.]

## 21. Requested Global Markets Services

ADA	Spot foreign exchange transactions
HDA	Forward foreign exchange transactions
DOU	Foreign exchange option transactions
DCS	Foreign exchange swap transactions
TRADER	Online FX Transaction (OTP Trader access)
AEPA	Spot Securities Transaction
AEPA_MB	Execution of orders for spot securities on the OTC market
BSE TAU	Stock exchange spot transaction
TAU_BET	BSE
TAU_DEU	Deutsche Börse
TAU_EGY	Other stock exchange
THU	Stock exchange futures
THU_BET	BSE
THU_EGY	Other stock exchange
TOU	Stock exchange options
KDS	Dual currency structured investment
BET	Deposit
EPK	Securities lending transactions
KOP	Interest rate options
KCS	Interest rate swaps
ISW	Inflation swaps
ASW	Commodity swap transaction
HNA	Forward deals in precious metals (gold and silver)

[The following paragraph is applicable if the Stock exchange futures transactions Other stock exchange (THU\_EGY) and/or the Stock exchange options (TOU) services have been selected.]

The GM Framework Agreement will also constitute an indirect clearing arrangement according to the Business Regulations and the announcement under the title of 'EMIR Article 39(7), MiFID II RTS 6 Article 27(2), EMIR 149/2013 RTS, and Indirect Clearing RTS Disclosure Document – Direct and Indirect Clearing Services'. By entering into the GM Framework Agreement, the Client accepts that the Bank provide indirect clearing services according to the provisions of the Business Regulations and the announcement under the title of 'EMIR Article 39(7), MiFID II RTS 6 Article 27(2), EMIR 149/2013 RTS, and Indirect Clearing RTS Disclosure Document – Direct and Indirect Clearing Services'. The Client understands that for indirect clearing, the Client may choose between the BOSA and GOSA accounts specified in the Business Regulations, and the Client may select their choice of account in a separate written statement. By signing the GM Framework Agreement, the Client expressly confirms that the Client acknowledges that if and as long as the Client makes no express written statement to the contrary, the Client's assets and positions will be held on a BOSA account. By a written statement, the Client may indicate at any time if the Client wants to choose another account type for indirect clearing. The Client shall bear the fees and costs of the account the Client has selected in connection with indirect clearing.

The Bank undertake to meet all obligations of the Client as an indirect client to the clearing member under the indirect clearing arrangement. The Client shall compensate the Bank for all expenses, costs and losses incurred or sustained by the Bank as a result of or in connection



with the Bank's compliance with their legal obligation to meet all obligations of the indirect client to the clearing member under the indirect clearing arrangement.

[The following paragraph (No. 23) is applicable to Clients not qualifying as natural persons, provided that Global Markets Services subject to EMIR or MiFID II reporting have been selected.]

22. LEI code provided by the Client: [•]

[The following paragraph (No. 24) is applicable to financial counterparty (FC) and non-financial counterparty subject to Central clearing obligation (NFC+) Clients not qualifying as natural persons, provided that Global Markets Services subject to EMIR reporting have been selected.]

23. The Client hereby instructs the Bank to participate in the performance of the Client's reporting obligation under Article 9 of the EMIR to a trade repository as per Article 9 of the EMIR as regards the derivative transactions concluded between the Client and the Bank in accordance with the provisions of the Business Regulations: **Yes/No**

[The following paragraph (No. 24) is applicable to Clients that are non-financial counterparties not subject to Central clearing obligation (NFC-) and not qualifying as natural persons, provided that Global Markets services subject to EMIR reporting have been selected and the Client has not decided that, instead of the Bank, the Client undertakes and fulfils the reporting obligation for OTC derivative transactions on its own behalf, therefore the Bank fulfils the reporting obligation under EMIR for OTC derivative transactions.]

24. Pursuant to Article 9 of (EMIR), the Bank is liable and responsible for reporting on behalf of the Client the data of OTC derivative transactions with the Client to a trade repository under EMIR. In respect of transactions not qualifying as OTC derivative transactions, the Client hereby mandates the Bank to participate in the fulfilment of the Client's reporting obligation to a trade repository pursuant to Article 9 of EMIR, as regards the transactions concluded between the Client and the Bank in accordance with the provisions of the Business Regulations.

[The following paragraph (No. 25) is applicable to Clients that are non-financial counterparties not subject to Central clearing obligation (NFC-) and not qualifying as natural persons, provided that Global Markets services subject to EMIR reporting have been selected and the Client has decided that instead of the Bank, the Client undertakes and fulfils the reporting obligation for OTC derivative transactions on its own behalf.]

25. The Client hereby informs the Bank of their decision that the Client shall themselves undertake and fulfill – instead of the Bank – the reporting obligation on their behalf to a trade repository pursuant to Article 9 of (EMIR), as regards the details of the derivative transactions concluded between the Client and the Bank. In respect of derivative transactions not qualifying as OTC derivative transactions the Client does not mandate the Bank to participate in the fulfilment of the Client's reporting obligation to a trade repository pursuant to Article 9 of the EMIR, as regards the transactions concluded between the Client and the Bank in accordance with the provisions of the Business Regulations.

26. Account numbers used for the settlement of Individual Transactions:

Sequence No.	Account number	Scheme	Account type
1.	[•]	[•]	[•]
2.	[•]	[•]	[•]
...	[•]	[•]	[•]

The Client acknowledges that, if the settlement of the Individual Transaction cannot be effected on the above account numbers for any reason, the Bank is entitled to execute and settle the Individual Transaction on any of the Client's Consolidated Securities Accounts, Payment Accounts, Foreign Currency Accounts or other securities accounts or client accounts on which adequate collateral is available. The Bank shall not be liable for any claim for damages by the Client in this respect; such liability is expressly excluded by the Bank.

The Parties agree that the Client shall have unlimited liability, including its own assets, for satisfying claims arising from obligations undertaken under this Framework Agreement and under the Individual Transaction with respect to the Trust Property if those claims cannot be satisfied from the Trust Property, in consideration of the fact that the Bank is unable to assess whether the commitment undertaken by the Client as ad hoc trustee/fiduciary asset management company exceeds the limits of the Trust Property.

**List of the persons authorised to request quotes and conclude transactions on behalf of the Client**

27. The persons specified below (as Authorised Representative) are authorised by the Client to request quotes and conclude Individual Transactions, as well as to apply for the proportionate release of the collaterals exceeding the currently required margin level of the Individual Transaction(s) concluded on the basis of the GM Framework Agreement, and to exercise the additional rights specified in the Business Regulations. The Authorised Representatives specified below are entitled to designate the Payment Account, Foreign Currency Account or Securities Account to be used for the execution and settlement of the Individual Transaction, irrespective of whether the Authorised Representative has control over such accounts. The Authorised Representatives shall also be entitled to establish a collateral security, to make a declaration in relation to the collateral security or blocking of a Client's Payment Account, Foreign Currency Account or Securities Account in respect of the security for Individual Transactions. Authorised Representatives are entitled to determine the subject of the collaterals affected by the release, within the scope of the release of collaterals exceeding the currently required margin level. In the event of any change in the Authorised Representatives or any change in their contact details thereof (phone number, email address), the Client may initiate the change only in writing, by amending the GM Framework Agreement, which modification shall become effective for the Bank once the Bank acknowledges the announcement. The Client may initiate any change in the scope or limits of the power of representation of the persons authorised to request quotes and conclude Individual Transactions only in writing by amending the GM Framework Agreement, which amendment shall become effective for the Bank once the Bank acknowledges the announcement.

[The following paragraph is applicable to Clients qualifying as natural persons in the case of a Standard Framework Agreement or a Customised Framework Agreement, if there is uniqueness in product selection neither by the Client nor concerning the Authorised Representatives.]

The Authorised Representatives as specified by the Client in the GM Framework Agreement may act on behalf of the Client with regard to all Global Markets services available to natural persons listed in the prevailing Annex A.1 to the Business Regulations without any limitation, the Bank shall not accept any restriction request in this respect.

<b>1. Authorized Representative</b>	
Name (according to an ID)	[•]
Type and number of an identification document	[•]
Position	[•]
Product code of the Global Markets Services	[•]
Telephone number	[•]
E-mail address	[•]
Name and ID of the Trading-Communication Platform	[•]
External/internal Authorised Representative	[•]
<b>2. Authorized Representative</b>	
Name (according to an ID)	[•]
Type and number of an identification document	[•]
Position	[•]
Product code of the Global Markets Services	[•]
Telephone number	[•]
E-mail address	[•]
Name and ID of the Trading-Communication Platform	[•]
External/internal Authorised Representative	[•]

[The following paragraph is applicable to Clients not qualifying as natural persons, and to Clients qualifying as natural persons if there is an Authorised Representative among the Client's Authorised Representatives other than the Client.]

By signing the GM Framework Agreement the Client declares that the Client is authorised to transfer to the Bank the personal data of the Authorised Representatives, the Client has informed the data subject of the Bank's processing of such personal data and at the same time, advised the data subject that information on the Bank's processing of the personal data contained in this declaration is included in the privacy notices referred to in the Miscellaneous Provisions, available as specified therein. The Client acknowledges that the Client bears liability towards the Bank for the consequences arising from any false representations made in this paragraph.

[The following paragraph is applicable to Client not qualifying as natural persons.]

In case of Clients not qualifying as natural persons the Clients's legal representatives, managers, duly authorised signatories and employed staff shall be regarded as internal Authorised Representatives, in terms of transaction reports while all other Authorised Representatives shall be regarded as external Authorised Representatives. In case the Client fails to specify whether the Authorised Representative, in terms of transaction reports is to be regarded as an internal or an external one, until the Client's contrary declaration the Bank will regard the Client's above mentioned natural person Authorised Representative as an internal Authorised Representative, while the Bank will consider the Client's legal person Authorised Representative as an external one in terms of the statutory requirements on the transaction reports.

### Further declarations of the Client

[The following paragraph (No. 28) applies to Clients who are natural persons.]



28. The Client represents and warrants that
- a) they have legal capacity and capacity to act under Hungarian (or its own, national) law.
  - b) they have not initiated and are not subject to debt settlement proceedings pursuant to Act CV of 2015 on the Debt Settlement of Natural Persons.

[The paragraphs below (No. 29 to 31) apply to Clients who are not natural persons.]

29. The Client declares that, if it is an enterprise, it is a validly established, registered and operating enterprise under Hungarian (or its own, national) law, and that it has all the necessary official authorisations to carry out its business activities. The Client declares that, if it is a local government, it is a local or county government validly established, registered and operating under Hungarian law and that the Framework Agreement and the Individual Transactions are concluded in accordance with the provisions of Act LXV of 1990 on Local Governments (and Act CLXXXIX of 2011 on Local Governments in Hungary).
30. The Client declares that the conclusion and performance of this Framework Agreement and the Individual Transactions do not conflict with (i) any law, regulation or judicial, administrative or municipal decision, (ii) the Client's instrument of incorporation, corporate documents/deed of foundation (if any), and (iii) any contract or other document evidencing the Client's obligations.
31. The Client represents and warrants that the fiduciary asset management activity does not violate the sanctioning provisions or restrictive measures (hereinafter: "**International Sanctions**") applied by the EU, the United Nations Security Council, the competent authority of the United Kingdom, the federal government of the United States of America or any other relevant sanctioning authority, including in particular but not limited to, the provisions set out in Article 5 of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, and in this context, that its activity complies with the requirements stated in Act XV of 2014 on trustees and the rules governing their activities. The Client represents and warrants that the settlor or beneficiary of the Trust Property is other than
- a) a Russian citizen or a natural person having residence in Russia;
  - b) a legal entity, organisation or body incorporated in Russia;
  - c) a legal entity, organisation or body whose proprietary rights are owned for more than 50%, directly or indirectly, by the natural person, legal entity, organisation or body listed in points (a) or (b);
  - d) a legal entity, organisation or body controlled by the natural person, legal entity, organisation or body listed in points (a), (b) and (c);
- a natural person or legal entity, organisation or body acting on behalf or under the control of the natural person, legal entity, organisation or body listed in points (a), (b), (c) and (d).

Moreover, the Client represents that neither the Client, nor its owners (including, in particular, its beneficial owners), its 50% owned or controlled subsidiaries (collectively for the purposes of this Section: the **Entity**), nor any director, officer, employee, agent, subsidiary of any Entity or the Client's representative is subject to an International Sanction or is established, licensed or citizen (resident) of a country or territory that is subject to comprehensive sanctions (including, without limitation, Burma / Myanmar, Crimea, Cuba, Iran, North Korea, Sudan, Syria, and Venezuela, taking into account any changes that may occur over time).

In the event of a breach of the provisions of this Section, OTP Bank Plc. shall be entitled to terminate this Contract in writing with immediate effect. The Client agrees that, in the event of a breach of any of the provisions under this Section, it shall fully compensate

OTP Bank Plc. for, and exempt it from any damage, cost or commitment arising from the direct consequences of the breach of the provisions of this Section.

32. The Client warrants to the Bank that the financial statements, if any, requested by the Bank and provided to the Bank by the Client (i) have been prepared in accordance with the applicable regulations, and (ii) give a true and fair view of the financial position of the Client at the date of the statement, and that there has been no material adverse change in its financial position and/or financial condition since that date, and that all information and financial statements provided to the Bank have been and remain true, complete and accurate in all respects and have not omitted any facts which would make the statements contained therein misleading.
33. The Client represents that the GM Framework Agreement, the Individual Transactions and collateral agreements constitute a legal, valid and binding commitment enforceable against the Client.
34. The Client declares that they are entitled to enter into the GM Framework Agreement and the Individual Transactions and the collateral agreements and to perform their obligations thereunder and to take all steps necessary to validly enter into the Framework Agreement and the Individual Transactions and the collateral agreements and to perform their obligations thereunder.
35. The Client warrants to the Bank that they have not been in breach of any contract which could affect the Client's ability to perform their obligations under, or to comply with the provisions of, the GM Framework Agreement, the Individual Transactions and the collateral agreements.
36. The Client represents and warrants that there is no litigation or non-contentious procedure pending before any ordinary court or arbitration tribunal or any administrative or other official proceeding against the Client or in respect of any of the Client's material assets (or, to the best of the Client's knowledge, no such proceeding is pending, or threatened) which, in the event of an unfavourable outcome, would have a material adverse effect to the Client's financial and/or property position or on their ability to meet their obligations under the GM Framework Agreement, the Individual Transactions and the collateral agreements.
37. The Client warrants that they are not subject to a Closing Event or an event which, after a certain period of time or upon notice thereof (or both), would result in a Closing Event, and that the conclusion of the GM Framework Agreement or an Individual Transaction or the performance of the obligations thereunder would not result in a Closing Event.
38. Due to the nature of communication and order transmission by means of telecommunication, the Client consents to the Bank providing the Client with certain information required by law to be provided in advance by the Bank as a general rule – in particular: the suitability report for investment advice or the key information document (KID) for certain products – only after the conclusion of the transaction with the proviso that the Client is entitled to request the provision of these documents prior to the conclusion of each transaction, before the Quote or Individual Transaction is granted, and may also postpone or delay the conclusion of the transaction until the requested documents are provided. In the case of a postponement of the granting of a Quote or order for an Individual Transaction, the current market conditions and exchange rates may change in relation to the Individual Transaction.

39. The Client agrees that certain documents that are not available to the Bank in Hungarian may be provided to the Client only in the available language, so that the Client receives information in several languages. The Client declares that they have sufficient language skills to understand and interpret the documents made available in a foreign language in relation to the Deutsche Boerse AG, the relevant Other Trading Venue, the financial instrument in question, in particular with regard to the regulatory and operational framework of the relevant market, the rules of trading and settlement.
40. The Client declares that they have sufficient knowledge of the Individual Transactions that they may enter into under this Framework Agreement (including, in particular, the economic purpose, justification, risks, valuation, market standards of such transactions) and have informed the Authorised Representatives of the necessary knowledge, including, in particular, the provisions of the Framework Agreement. The Client acknowledges that the Bank has given them the opportunity to ask questions about the Individual Transactions and that they have received expert answers to their questions. They further declare that the Client's financial and economic situation is such that, knowing the risks of the Individual Transactions, the collateral provision rules and their rights in relation to the Closing, they are in a position to meet their obligations under each Individual Transaction.
41. The Client acknowledges that the Bank has fully informed the Client, prior to the conclusion of the GM Framework Agreement, of the general market information relating to the Individual Transactions they may enter into, the risks of the Individual Transactions, the investor protection and deposit protection schemes available to the Client, if any, and any other information that may be relevant for the conclusion and performance of the GM Framework Agreement. The Client is entitled to request the Bank in writing to provide further information after the conclusion of the GM Framework Agreement, specifying the information requested. The Client shall bear the burden of proving that they have requested the Bank in writing to provide the exact information requested and that they may not have received the information requested, with the Client bearing any damage resulting from any inaccuracy or ambiguity in the request to the Bank. In the case of Client who are not consumers, the Bank shall be entitled to charge the fees, commissions and costs related to additional information set out in the Fee Announcement. The Client declares that they are familiar with and understand the Trading Rules applicable to the Individual Transactions that they may enter into, in particular the provisions of the KELER Rules relating to collateral and its use by KELER.
42. By signing the GM Framework Agreement, the Client expressly authorises the Bank to transmit their order for financial instruments traded on Other Trading Venues to the Execution Partner for execution. In case of using the Execution Partner, the Bank is entitled to dispose of the client accounts with the Execution Partner. The Client acknowledges and agrees that the Execution Partner may, but is in no way obliged to, execute their order for financial instruments traded on Other Trading Venues from its own account. By signing the GM Framework Agreement, the Client expressly agrees that, unless otherwise provided, the order may be executed by the Bank in split or combined with another order or debited from its own account.
43. Unless otherwise agreed between the Parties in respect of the amount of the Secured Claim, secured by collateral security, or the type and amount of the Base Collateral or Variable Collateral required under the Global Markets Services General Terms and Conditions in respect of an Individual Transaction, the Client acknowledges that the provisions of the Collateral Announcement shall prevail and shall be the agreement between the Parties in this respect. The Client unconditionally undertakes that if the Base Collateral and any Additional Collateral do not cover all of the Client's defaulted payment

obligations (secured claims) arising from an Individual Transaction, the difference will be paid to the Bank without delay. The Client's obligation under this clause is a material obligation without which the Parties would not have entered into the GM Framework Agreement or each Individual Transaction.

### **Establishment of collateral security (lien)**

[The following paragraph (No. 44) applies to Clients who are natural persons.]

44. The Client and the Bank shall establish a collateral security by signing the GM Framework Agreement in favour of the Bank in the manner set out in the Business Regulations. The collateral security shall secure the respective Secured Claim as defined in the Business Regulations, in the case of a consumer lien agreement up to the amount of the respective Secured Claim as specified in the Collateral Announcement or, failing this, up to the Maximum Amount of the Secured Claim. In the case of a Secured Claim arising out of an Investment Service as defined in the Business Regulations, the collateral security shall be the total of all the amounts held at any time in all the Client's Consolidated Securities Accounts held by the Bank for the Trust Property (including any Consolidated Securities Accounts that may be opened in the future), securities and other financial instruments not constituting Retail Government Securities, as well as the total balance at any time of all the Client's Payment Accounts or Foreign Currency Accounts opened for the Trust Property, including those to be opened in the future, including Client Accounts and Payment and Foreign Currency Accounts not designated for settlement of Individual Transactions. In the case of a consumer collateral security agreement, the object of the collateral security shall be, in the case of a Secured Claim arising from a Financial Service as defined in the Business Regulations, all securities other than Retail Government Securities registered in the Client's Consolidated Securities Accounts held by the Bank for the Trust Property and the total balance of the Client's Payment Accounts and Foreign Currency Accounts at the time of conclusion of the contract.

[The following paragraph (No. 45) applies to Clients who are not natural persons.]

45. The Client and the Bank shall establish a collateral security by signing the GM Framework Agreement in the manner set out in the Business Regulations. The collateral security shall secure the respective Secured Claim as defined in the Business Regulations. In the case of a Secured Claim arising out of an Investment Service as defined in the Business Regulations, the collateral security shall be the total of all the amounts held at any time in all the Client's Consolidated Securities Accounts held by the Bank for the Trust Property (including any Consolidated Securities Accounts that may be opened in the future), financial instruments that do not constitute Retail Government Securities, as well as the total balance at any time of all the Client's Payment Accounts or Foreign Currency Accounts opened for the Trust Property (including those to be opened in the future) including Client Accounts and Payment and Foreign Currency Accounts not designated for settlement of Individual Transactions. In the case of a Secured Claim arising from a Financial Service as defined in the Business Regulations, the object of the collateral security shall be the total balance of all securities other than Retail Government Securities held by the Client in the Client's Consolidated Securities Accounts opened for the Trust Property (including any Consolidated Securities Accounts to be opened in the future) and the Client's Payment Account and Foreign Currency Account (including any accounts to be opened in the future).

*The provisions of this Clause shall apply where, under the GM Framework Agreement, the Client is entitled to use a Global Markets Service or is entitled to enter into an Individual Transaction (e.g. derivative transactions) which is subject to a Collateral Obligation under the provisions of the Business Regulations and the Collateral Announcement.*

46. The Client represents that all of the above declarations shall be deemed to be repeated continuously throughout the GM Framework Agreement and prior to the conclusion of each Individual Transaction. The Client shall immediately notify the Bank in writing if any of the statements contained in any of the above declarations cease to be true or become inaccurate and expressly acknowledges that they shall be solely responsible for any consequences arising therefrom.

**Clause**

**Contact details of the Bank:**

Postal address: 1131 Budapest, Babér utca 9.

Fax: +36 (1) 298 4896

Telephone: +36 (1) 288 7544

The contact details of our colleagues are available at <https://www.otpbank.hu/portal/en/GlobalMarkets/Experts>.

**The following contact details are used for receiving and returning deal confirmations:**

Sequence No	Type	Identifier
1	[•]	[•]
2	[•]	[•]

The Client's postal address: [•]

**Annexes to the GM Framework Agreement:**

1. Business Regulations (and the referenced annexes and announcements specified therein)

[The following paragraph (No. 2) is applicable if the selected product(s) is/are regulated by the Investment Firms Act.]

2. Information documents as per the Investment Firms Act — MiFID customer information

[The following paragraph is applicable when hard copies are provided.]

The GM Framework Agreement has been prepared in 3 original copies, of which one has been delivered by the Bank to the Client upon execution.

[The following paragraph is applicable when the agreement is signed in an electronic way.]

The Bank submit the GM Framework Agreement with signature of increased security to the Client via identified electronic means (OTPdirekt internet bank). The terms and conditions of the OTPdirekt services are set out in a separate agreement between the Parties.

Dated: [•], [•]

\_\_\_\_\_  
OTP Bank Plc.

\_\_\_\_\_  
Client's name



### Declaration

on the identity data of the person authorised to represent the **natural person Client**

I, the undersigned

**Surname and given name:**

family and given name at birth:

place and date of birth:

mother's name:

nationality:

home address, in lack of that place of residence:

type and number of official certificate serving as proof of identity:

in the case of Hungarian citizens, their address card number:

in order to comply with the legal requirements (Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing, hereinafter referred to as the "AML Act") I hereby make a declaration as regards the data of the Authorised Representative<sup>2</sup> identified in the Global Markets Framework Agreement concluded between me and OTP Bank Plc. on \_\_/\_\_/\_\_:

Name of the Authorised Representative as specified in the Global Markets Framework Agreement	Full name of the Authorised Representative as indicated in their identification document	Type and number of Authorised Representative's identification document

This statement aims at the identification and the identity verification check of the client and their representative by the Bank in accordance with the AML Act and at fulfilling the Bank's transaction reporting obligation by specifying internal and external information concerning the Authorised Representative.

In addition to specifying the above data, the Authorised Representative as the above identified representative of the Client shall appear before the Bank in person, and present their personal identification document to the Bank for verification and photocopying, or identify themselves to the Bank by any other means permitted by the AML Act and allow for the verification check of their identity document.

I, the undersigned Client, declare that I am entitled to transfer the personal data of the Authorised Representative, identified herein, to the Bank, and that I have informed the Authorised Representative concerned of the processing of personal data by the Bank, and that I have drawn the attention of the Authorised Representative concerned to the fact that the information on the processing of personal data by the Bank contained in this declaration is set out in the Bank's General Business Regulations and the Privacy Notice relating to the Investment Services Business Regulations, which is available on the Bank's website. I acknowledge that I shall bear liability towards the Bank for any consequence of any inaccuracy in my above declaration.

Place and date:

\_\_\_\_\_  
Client

<sup>2</sup> Taking into account that in the case of natural persons, the Bank shall conclude a GM Framework Agreement, individual agreements for the use of Global Markets Services and Individual Transactions only with a person of legal age and full legal capacity as a Client, the Authorised Representative designated by the natural person Client is considered an external representative for the purposes of the legal requirements for transaction reporting.



### Declaration

on the identity data of the person authorised to represent the **sole trader/small-scale agricultural producer Client**

I, the undersigned

**Surname and given name:**

registered seat:

tax number:

sole trader's/small-scale agricultural producer's registration number:

in order to ensure compliance with the relevant legal regulations (Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing, hereinafter: AML Act) shall hereby make a statement about the data of the natural person entitled to ask for quotations and to trade, as shown in the Global Markets Framework Agreement entered into by and between me and OTP Bank Plc. on \_\_\_\_\_.\_\_\_\_.\_\_\_\_ (hereinafter: Authorised Representative) in order to identify such person:

Name of the Authorised Representative as specified in the Global Markets Framework Agreement	Full name of the Authorised Representative as indicated in their identification document	Type and number of Authorised Representative's identification document	Internal / External authorised representative

This statement aims at the identification and the identity verification check of the customer and their representative by OTP Bank Plc. in accordance with the AML Act on the Prevention and Combating of Money Laundering and Terrorist Financing, and at fulfilling OTP Bank Plc's transaction reporting obligation by specifying internal and external information concerning the Authorised Representative. In addition to specifying the above data, the above identified representative of the customer shall appear before OTP Bank Plc. in person, and present his personal identification document to the bank for verification and photocopying, or identify himself to OTP Bank Plc. and allow for the verification check of his identity in any other manner permitted by the Act.

I, the undersigned Client, declare that I am entitled to transfer the personal data of the Authorised Representative, identified herein, to the Bank, and that I have informed the Authorised Representative concerned of the processing of personal data by the Bank, and that I have drawn the attention of the Authorised Representative concerned to the fact that the information on the processing of personal data by the Bank contained in this declaration is set out in the Bank's General Business Regulations and the Privacy Notice relating to the Investment Services Business Regulations, which is available on the Bank's website. I acknowledge that I shall bear liability towards the Bank for any consequence of any inaccuracy in my above declaration.

Place and date:

\_\_\_\_\_  
Client





### Declaration

on the identity data of the person authorised to represent the **business association Client**

I, the undersigned

**Surname and given name:**

family and given name at birth:

place and date of birth:

mother's name:

nationality:

type and number of official certificate serving as proof of identity:

in the case of Hungarian citizens, their address card number:

and

**Surname and given name:**

family and given name at birth:

place and date of birth:

mother's name:

nationality:

type and number of official certificate serving as proof of identity:

in the case of Hungarian citizens, their address card number:

**as the Full Name:**

short company name:

registered seat:

in case of companies with a registered seat in a foreign country the address of the company's plant in Hungary, if any:

tax number:

company registration number:

as the person acting on behalf of the above company with sole/joint<sup>3</sup> powers of representation, in order to comply with the legal requirements (Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing, hereinafter referred to as the "AML Act") I hereby make a declaration as regards the data of the Authorised Representative identified in the Global Markets Framework Agreement concluded between me and OTP Bank Plc. on \_\_/\_\_/\_\_:

Name of the Authorised Representative as specified in the Global Markets Framework Agreement	Full name of the Authorised Representative as indicated in their identification document	Type and number of Authorised Representative's identification document	Internal / External authorised representative

This statement aims at the identification and the identity verification check of the client and their representative by the Bank in accordance with the AML Act and at fulfilling the Bank's transaction reporting obligation by specifying internal and external information concerning the Authorised Representative. In addition to specifying the above data, the Authorised Representative as the above identified representative of the Client shall appear before the Bank in person, and present their personal identification document to the Bank for verification and photocopying, or identify themselves to the Bank by any other means permitted by the AML Act and allow for the verification check of their identity document.

<sup>3</sup> Please underline the appropriate option.



I, the undersigned Client, declare that I am entitled to transfer the personal data of the Authorised Representative, identified herein, to the Bank, and that I have informed the relevant Authorised Representative of the processing of personal data by the Bank, and that I have drawn the attention of the data subject to the fact that the information on the processing of personal data by the Bank contained in this declaration is set out in the Bank's General Business Regulations and the Privacy Notice relating to the Investment Services Business Regulations, which is available on the Bank's website. I acknowledge that I shall bear liability towards the Bank for any consequence of any inaccuracy in my above declaration.

Place and date:

---

Client  
(authorised signature)



### Declaration

on the identity data of the person authorised to represent the **local government or other organisation Client**

I, the undersigned

**Surname and given name:**

family and given name at birth:

place and date of birth:

mother's name:

nationality:

type and number of official certificate serving as proof of identity:

in the case of Hungarian citizens, their address card number:

and

**Surname and given name:**

family and given name at birth:

place and date of birth:

mother's name:

nationality:

type and number of official certificate serving as proof of identity:

in the case of Hungarian citizens, their address card number:

as the **Full Name**:

registered seat:

in case of local governments, other organisations with a registered seat in a foreign country, the address of the organisation's plant in Hungary, if any:

tax number:

registry card number / registration number:

as the person acting on behalf of the above company with sole/joint<sup>4</sup> powers of representation, in order to comply with the legal requirements (Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing, hereinafter referred to as the "AML Act") I hereby make a declaration as regards the data of the Authorised Representative identified in the Global Markets Framework Agreement concluded between me and the Bank on \_\_/\_\_/\_\_:

Name of the Authorised Representative as specified in the Global Markets Framework Agreement	Full name of the Authorised Representative as indicated in their identification document	Type and number of Authorised Representative's identification document	Internal / External authorised representative

This statement aims at the identification and the identity verification check of the client and their representative by the Bank in accordance with the AML Act and at fulfilling the Bank's transaction reporting obligation by specifying internal and external information concerning the Authorised Representative. In addition to specifying the above data, the above identified Authorised Representative of the Client shall appear before OTP Bank Plc. in person, and present his personal identification document to the bank for verification and photocopying, or identify himself to OTP Bank Plc. and allow for the verification check of his identity in any other manner permitted by the AML Act.

<sup>4</sup> Please underline the appropriate option.

I, the undersigned Client, declare that I am entitled to transfer the personal data of the Authorised Representative, identified herein, to the Bank, and that I have informed the Authorised Representative concerned of the processing of personal data by the Bank, and that I have drawn the attention of the Authorised Representative concerned to the fact that the information on the processing of personal data by the Bank contained in this declaration is set out in the Bank's General Business Regulations and the Privacy Notice relating to the Investment Services Business Regulations, which is available on the Bank's website. I acknowledge that I shall bear liability towards the Bank for any consequence of any inaccuracy in my above declaration.

Place and date:

---

Client

(signature as per authorisation to representation)



**Statement on the identification data of the authorised representative  
in respect of the Trust Property of a natural person Client trustee**

I, the undersigned

**Surname and given name:**

family and given name at birth:

place and date of birth:

mother's name:

nationality:

home address, in lack of that place of residence:

type and number of official certificate serving as proof of identity:

in the case of Hungarian citizens, their address card number:

in order to comply with the legal requirements (Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing, hereinafter referred to as the "AML Act") I hereby make a declaration as regards the data of the Authorised Representative<sup>5</sup> identified in the Global Markets Framework Agreement concluded between me and OTP Bank Plc. on \_\_/\_\_/\_\_:

Name of the Authorised Representative as specified in the Global Markets Framework Agreement	Full name of the Authorised Representative as indicated in their identification document	Type and number of Authorised Representative's identification document

This statement aims at the identification and the identity verification check of the client and their representative by the Bank in accordance with the AML Act and at fulfilling the Bank's transaction reporting obligation by specifying internal and external information concerning the Authorised Representative.

In addition to specifying the above data, the Authorised Representative as the above identified representative of the Client shall appear before the Bank in person, and present their personal identification document to the Bank for verification and photocopying, or identify themselves to the Bank by any other means permitted by the AML Act and allow for the verification check of their identity document.

I, the undersigned Client, declare that I am entitled to transfer the personal data of the Authorised Representative, identified herein, to the Bank, and that I have informed the Authorised Representative concerned of the processing of personal data by the Bank, and that I have drawn the attention of the Authorised Representative concerned to the fact that the information on the processing of personal data by the Bank contained in this declaration is set out in the Bank's General Business Regulations and the Privacy Notice relating to the Investment Services Business Regulations, which is available on the Bank's website. I acknowledge that I shall bear liability towards the Bank for any consequence of any inaccuracy in my above declaration.

Place and date:

\_\_\_\_\_  
Client

<sup>5</sup> Taking into account that in the case of natural persons, the Bank shall conclude a GM Framework Agreement, individual agreements for the use of Global Markets Services and Individual Transactions only with a person of legal age and full legal capacity as a Client, the Authorised Representative designated by the natural person Client is considered an external representative for the purposes of the legal requirements for transaction reporting.



**Statement on the identification data of the authorised representative  
in respect of the Trust Property of a fiduciary asset management corporate Client**

I, the undersigned

**Surname and given name:**

family and given name at birth:

place and date of birth:

mother's name:

nationality:

type and number of official certificate serving as proof of identity:

in the case of Hungarian citizens, their address card number:

and

**Surname and given name:**

family and given name at birth:

place and date of birth:

mother's name:

nationality:

type and number of official certificate serving as proof of identity:

in the case of Hungarian citizens, their address card number:

**as the Full Name:**

short company name:

registered seat:

in case of companies with a registered seat in a foreign country the address of the company's plant in Hungary, if any:

tax number:

company registration number:

as the person acting on behalf of the above company with sole/joint<sup>6</sup> powers of representation, in order to comply with the legal requirements (Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing, hereinafter referred to as the "AML Act") I hereby make a declaration as regards the data of the Authorised Representative identified in the Global Markets Framework Agreement concluded between me and OTP Bank Plc. on \_\_/\_\_/\_\_:

Name of the Authorised Representative as specified in the Global Markets Framework Agreement	Full name of the Authorised Representative as indicated in their identification document	Type and number of Authorised Representative's identification document	Internal / External authorised representative

This statement aims at the identification and the identity verification check of the client and their representative by the Bank in accordance with the AML Act and at fulfilling the Bank's transaction reporting obligation by specifying internal and external information concerning the Authorised Representative. In addition to specifying the above data, the Authorised Representative as the above identified representative of the Client shall appear before the Bank in person, and present their personal identification document to the Bank for verification and photocopying, or identify themselves to the Bank by any other means permitted by the AML Act and allow for the verification check of their identity document.

<sup>6</sup> Please underline the appropriate option.

I, the undersigned Client, declare that I am entitled to transfer the personal data of the Authorised Representative, identified herein, to the Bank, and that I have informed the relevant Authorised Representative of the processing of personal data by the Bank, and that I have drawn the attention of the data subject to the fact that the information on the processing of personal data by the Bank contained in this declaration is set out in the Bank's General Business Regulations and the Privacy Notice relating to the Investment Services Business Regulations, which is available on the Bank's website. I acknowledge that I shall bear liability towards the Bank for any consequence of any inaccuracy in my above declaration.

Place and date:

---

Client  
(authorised signature)

## PORTFOLIO MANAGEMENT CONTRACT

entered into by and between, on the one hand:

### [Natural persons]

**Full Name** (name at birth: [•]; place and date of birth: [•]; mother's maiden name: [•]; nationality [•]; domicile: [•]; identification document type and number: [•]; place of residence in Hungary in the case of non-residents: [•]),

### [For business associations - except Ltd. and Plc.]

**Full Name** (short company name: [•]; registered office: [•]; company tax number: [•]; company registration number: [•]),

### [For business associations - Ltd. and Plc.]

**Full Name** (short company name: [•]; registered office: [•]; company tax number: [•]; registered by the [•] under No. [•]),

Securities Account/LTIA/PSA account number: [•]

Client rating: [•]

Phone no. for notification: [•]

Email address: [•]

Mailing address: [•]

as the principal (hereinafter referred to as the **Client**),

and **OTP Bank Nyrt.** (registered office: H-1051 Budapest, Nádor utca 16., tax number: 10537914-4-44; Group ID: 17780010-5-44; EU VAT number: HU17780010; registered by the Court of Registration of the Metropolitan Court of Justice under No. 01-10-041585), as agent (hereinafter: the **Bank**) on the other hand,

at the place and on the day specified below and under the following terms and conditions (*hereinafter: **Contract***):

## I. Subject of the Contract

### 1. The Client instructs the Bank to

- a) invest the funds and financial instruments (for the purposes of this Contract: the Portfolio) placed at the Bank's disposal by the Client for this purpose in financial instruments for the benefit of the Client in accordance with the Bank's Investment Services Business Regulations (hereinafter: Business Regulations), within the framework of portfolio management, in accordance with the Investment Strategy selected by the Client, and manage them independently, with the Client bearing the risk and return, i.e. the loss and profit, arising from the financial instruments directly. The financial instruments and funds to be made available to the Bank for the purpose of Portfolio Management at the time of signing this Contract are set out in the table below.

Name of the instrument	Quantity (nominal value/unit)	Market exchange rate	Market value
Total:			

- b) carry out the portfolio management in the [•] No. [•] held by the Bank and the cash flows related to the portfolio management in the Payment Account No. [•] and the Foreign Currency Account No. [•] held by the Bank, and
  - c) dispose over the accounts specified in Section I.1.b) as the Client's permanent agent during the term of this Contract, in accordance with the provisions of this Contract *and the General Terms and Conditions for Portfolio Management comprising Annex B of the Business Regulations (hereinafter referred to as the "General Terms and Conditions for Portfolio Management")*.
2. *In relation to the assets of the initial Portfolio, the types of financial instruments that may be bought and sold as part of the portfolio management service, the types of transactions that may be carried out on behalf of the Client and the designation of any prohibited assets or transactions are set out in the announcement "On investment strategies available in portfolio management and on the calculation of fees, returns and benchmark returns" and, if an Individual Investment Strategy is selected, in Section I.[•] of this Contract.*
3. The Client acknowledges that all conditions listed in Section II.2 of the General Terms and Conditions for Portfolio Management must be met in order that the Bank may commence portfolio management for the Client.
4. The Client declares that they have read and accepted the conditions for the commencement of the portfolio management activity, the relevant provisions of the portfolio management set out in the Business Regulations and that they are bound by them.
5. The Client expressly acknowledges and accepts that the Bank does not offer to Client or provide the Client with any capital protection or yield protection in the management of the Portfolio. The Client declares that it has read the Bank's Execution and Allocation Policy, which contains a description of the manner in which the Bank will execute an executable transaction or order in the course of the portfolio management service. The Client accepts the terms of *the Bank's Execution and Allocation Policy* and agrees to monitor any changes therein. The Client expressly consents to the Bank executing the executable transaction or order outside a trading venue in accordance with the Bank's Execution and Allocation Policy. The Bank's current Execution and Allocation Policy is publicly available and can be accessed via: [https://www.otpbank.hu/hirdetmeny/aktualis/U\\_Befszolg\\_mellH](https://www.otpbank.hu/hirdetmeny/aktualis/U_Befszolg_mellH).
6. The Client also declares that they have read the Bank's announcement "On the investment strategies that may be chosen in portfolio management and on the calculation of fees, returns and benchmark returns" and that the Client expressly accepts the provisions of the announcement. The Bank's valid, current Announcement is available on the Bank's website at: [https://www.otpbank.hu/hirdetmeny/aktualis/U\\_Portfoliokez\\_strat](https://www.otpbank.hu/hirdetmeny/aktualis/U_Portfoliokez_strat).
7. For the meaning of terms used in this Contract, please refer to the Business Regulations.
8. The Investment Strategy chosen by the Client:

*Standard Investment Strategy: [•]*

*Individual Investment Strategy: [•]*

A detailed description of the Individual Investment Strategy and the calculation of fees, returns and benchmark returns are set out *in paragraph 9 below*.



## II. Rights and obligations of the parties

### 1. Instructions

- 1.1. The Bank may select and change the elements of the Portfolio on the basis of the principles set out in the Business Regulations.
- 1.2. The Client acknowledges that the Bank may not be instructed by the Client in relation to transactions carried out by the Bank for the Client in the course of its portfolio management activities.
- 1.3. By signing this Contract, the Client consents to the Bank's use of the Foreign Currency Accounts and the Payment Account specified in Section I.(b) for transactions in foreign currency denominated foreign assets (including currency conversion).

### 2. Information

- 2.1. With regard to the prior information, the Client also acknowledges by signing this Contract that prior to the conclusion of this Contract, the Bank has provided the Client with the following information required by the Investment Firms Act:
  - a) it has received, read and understood prior information and the following documents in full and in due time: Business Regulations, together with annexes, *as well as other division business regulations and announcements referenced in the Business Regulations* (in particular, but not limited to the Standard Prior Information Announcement). Detailed information on data processing is contained in Annex 5 to the General Business Regulations, the Business Regulations, the other division business regulation applicable to the services provided by the Bank and the related privacy notices, which are available in the branches and on [www.otpbank.hu/adatvedelem](http://www.otpbank.hu/adatvedelem).
  - b) the Client has received specific information on portfolio management by receiving or reading and understanding the following documents: The Business Regulations and their annexes, in particular the General Terms and Conditions for Portfolio Management, *as well as the relevant* announcements, in particular the Bank's announcement "On investment strategies available in portfolio management and on the calculation of fees, returns and benchmark returns".
  - c) *The Client hereby expressly consents to the Bank performing their prior and other information obligations, as determined in the Investment Firms Act and other legislation, through communication published on their website or sent electronically. The Client acknowledges that the declaration included in this clause does not restrict the right of the Bank to continue releasing certain information by any other manner as determined in the Business Regulations, and it does not mean that, when the Business Regulations stipulate a non-electronic format or method of conclusion for an agreement or unilateral representation (for example personal appearance in the branch office or a document signed mutually by both Parties, etc.), the Client is not under obligation to fulfil these requirements. The Client hereby declares having been informed by the Bank of the address of the website and indicated on which part of the website the relevant information can be found ([www.otpbank.hu](http://www.otpbank.hu) – Securities and Global Markets menu items).*
  - d) The Client has expressly acknowledged that the Bank does not promise or provide the Client with any capital protection or yield protection in the management of the Portfolio.

3. The suitability test

- 3.1. The Parties confirm that the Bank has qualified the Client prior to the conclusion of this Contract, on the basis of the information available to them, taking into account the rules set out in the Investment Firms Act and Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 and has informed the Client of its rating, *and the rules for, and consequences of, changing a rating. The Bank draws the Client's attention to the fact that information on rating and investment services can be found in the Standard Prior Information Announcement and the Business Regulations.*
- 3.2. The Parties acknowledge that prior to the conclusion of this Contract, the Bank has requested a declaration from the Client as provided for in the Business Regulations, on the basis of which it has carried out the required suitability test and informed the Client of its result. The detailed rules for the suitability test are set out in the Business Regulations.
- 3.3. If the Client states in the suitability test that it has sustainability preferences, by signing this Contract, the Client declares that the Bank has notified the Client of the fact that the selected Investment Strategy does not satisfy the Client's sustainability preferences and the Client, acknowledging such notification, expressly requests the implementation of the selected Investment Strategy and, at the same time, in relation to this Contract, adjusts its sustainability preferences, also taking into account that none of the currently available Investment Strategies meets the sustainability preferences. The Client declares that this adjustment decision shall also apply to any future changes to their sustainability preferences during the term of this Contract.

4. Other orders initiated by the Client

- 4.1. The Parties stipulate that the conclusion of this Contract does not mean that the Client may not initiate the execution of orders with the Bank under other agreements which are not covered by this Contract.
- 4.2. The Client acknowledges that, in the course of transactions initiated by them and covered by this Section II.3.2, they may not request the Bank to provide them with investment advice under this Contract and the Bank may refuse to do so (which shall not constitute a breach of Contract), and that any financial instruments which they may acquire as a result of such transactions and which, for the suitability test or otherwise, cannot form part of the Portfolio, shall not be included in the scope of this Contract.

5. Miscellaneous provisions

- 5.1. The Bank has informed the Client that further detailed rules on instructions, information, objectives of portfolio management, risk levels, discretion of the portfolio manager, investment policy and confidentiality are set out in the Business Regulations, which the Client has fully read, understood and accepted as binding upon themselves.
- 5.2. With regard to the Bank's obligation to provide information following the execution of an order, the Client opts for regular reporting, on the basis of which the Bank shall provide the Client with regular information at least once a month on the status of the Portfolio and any changes thereto, in accordance with the provisions of the Investment Firms Act and, where relevant, in the context of separate information, with the content specified in Article 62(1) of Commission Delegated Regulation (EU) 2017/565, in accordance with the Business Regulations. The Bank shall provide the Client with information on the financial assets and funds held by or due to the Client and managed under the *this* Contract as part of the report specified herein.

**III. Term of the Contract**

1. This Contract shall enter into effect after the conditions set out in the Business Regulations (including the General Terms of Contract of Portfolio Management) have all been met; all of those conditions must be met for the Bank to commence portfolio management. This Contract shall enter into effect on the day on which the Client makes the first financial instrument or fund available to the Bank for investment.
2. This Contract is concluded for an indefinite period.

**IV. Authorisations for the execution of orders**

1. *By signing this Contract*, the Client authorises the Bank on a general basis to enter into contracts or make unilateral declarations in their name and on their behalf, to acquire, dispose of, to carry out operations in funds, to create and/or modify the Portfolio, to acquire securities and other financial instruments, to manage the Client's Payment Account and Foreign Currency Accounts *as defined in Section I.1.b*). On the basis of the general authorisation granted in this Contract, the Bank is also entitled to act as the Client's broker (to receive and transmit orders and execute orders for the Client's account), to act against its own account (trading on own account) and to conclude transactions between two Portfolios.
2. The Client authorises the Bank to execute any transaction in relation to the Investment Strategy, as defined in the Business Regulations and in the Bank's announcement on "On the investment strategies that may be chosen in portfolio management and on the calculation of fees, returns and benchmark returns", on the basis of this Contract.
3. By signing *this* Contract, the Client expressly authorises the Bank to purchase securities issued by the Bank and securities issued by the Bank's affiliates, and financial instruments issued by the Bank's affiliates as part of the Portfolio.

**V. Brokerage fee and costs**

1. The Parties agree that the provisions of the Business Regulations and the announcement "On investment strategies available in portfolio management and on the calculation of fees, returns and benchmark returns" shall apply for the performance of the Bank's services under this Contract.

**VI. Termination of the Contract**

1. The detailed rules for *the termination* of this Contract are set out in *the Portfolio Management General Terms and Conditions* and the Business Regulations.

**VII. Amendment of the Contract**

1. Any provision of this Contract may be amended only by a written instrument mutually signed by the Parties, unless otherwise provided for in the Business Regulations or this Contract.

**VIII. Contact**

1. *The Client* appoints the following persons to make statements, and accept communications *in relation to this contract*:

Contact person's name	Contact person's email address

*The Bank appoints the following mailing address for receiving notifications from the Client:  
H-1051 Budapest, Nádor u. 16.*

2. The Client may only request the Bank to amend or *terminate* this Contract or *to make provision* for the assets to be added to or withdrawn from the Portfolio only in person or in writing (by mail, or scanned and attached to an email).
3. The Bank has informed the Client that the Bank is entitled to send the Client information not on paper, but on other so-called durable medium, in particular via the OTPdirekt electronic interface, with the Client's consent, provided that this procedure is suitable for the Client, knowing that the Client may also opt for paper-based information.

*[The following item appears only if electronic communication or both communication methods have been opted for]*

4. By signing this Contract, the Client expressly declares that
  - a) the Client has regular Internet access at the time of conclusion of this Contract and will maintain it throughout the term of this Contract, and that this connection is in accordance with the terms of the business relationship to be established between the Client and the Bank, and
  - b) the Client chooses the publication on the Bank's website (<https://www.otpbank.hu>) as the form of communication for information relating to this Contract.

The Client acknowledges that, irrespective of the statement made in this Section, the Bank is entitled to provide the Client with the information in writing or only in writing, unless otherwise provided for in the Business Regulations.

5. By signing this Contract, the Client expressly declares that it opts to communicate via OTPdirekt, and at the same time, agrees to the use of electronic invoicing.

By signing this Contract, the Client declares that

- a) the Bank has drawn the Client's attention to the provisions of the Business Regulations relating to communication, which the Client has read and accepts as binding to itself; moreover,
- b) the Bank has notified the Client electronically of the address of the Bank's website and has specified the exact location of certain relevant information on the website ([www.otpbank.hu](http://www.otpbank.hu) – Private Banking page).

*[The following item appears only if mail communication or both communication methods have been opted for]*

6. *By signing this Contract, the Customer opts for paper-based communication and authorises the Bank to send letters to the mailing address indicated in this Contract.*

*The Client acknowledges that, if he/she chooses to receive information on paper, the Bank is entitled to charge a separate fee, the amount of which is set out in the Annex to the notice "On investment strategies available in portfolio management and on the calculation of fees, returns and benchmark returns".*

*The Bank shall not be liable for entering an incorrect address on the envelope or for misdelivery due to a failure to notify the Bank of a change of the mailing address.*

*[The following item appears if the Client has opted for both postal and electronic communication]*

7. *The Client opts for communication via both OTPdirekt and by mail. If the Client wishes to be notified both via OTPdirekt and by mail, and the two notifications differ, the content of the paper-based information shall prevail.*
8. *By signing this Contract, the Client acknowledges that he/she has expressly consented to the Bank providing the Client with the relevant information on another durable medium where appropriate, including in particular communication by electronic means to the email address specified by the Client on the first page of the Contract, or verbally, via a recorded phone call.*
9. The Client expressly agrees that the Bank may provide the Client with information that is not available in Hungarian only in a foreign language other than Hungarian (the entire document concerned), according to the information available to the Bank.

## **IX. Governing law and dispute settlement**

1. In matters not covered by this Contract, the Portfolio Management General Terms and Conditions, *the Business Regulations*, other business regulations referenced in the Business Regulations, the General Business Regulations, *and* announcements (in particular the announcement “On investment strategies available in portfolio management and on the calculation of fees, returns and benchmark returns”) shall prevail. The Bank specifically draws the Client's attention to the following provisions of the documents referred to in this Section, which call for attention and information are expressly accepted by the Client: identification of natural persons as Client, national client identifier; relevant communication; prior and ex-post information to clients; examination of the target market; consent declarations; contact; fees, costs and their payment; unilateral amendment and modification of contracts; refusal to conclude a contract; termination of contracts; delay and default, responsible custody; provisions limiting and excluding the Bank's liability. By signing this Contract, the Client acknowledges that these documents have been made available to them by the Bank, that they have read them and that they accept to be bound by them.
2. *This Contract shall be governed by the Hungarian law.*
3. The Parties agree to resolve any disputes arising out of or in connection with this Contract, its content, breach, termination, validity or interpretation, *through amicable conciliation, and if this should prove unsuccessful, to submit themselves to the decision of Hungarian courts.*

*[The following paragraph applies to Clients other than natural persons.]*

*The Client's representative (each of its representatives) confirms and declares that it has proper authorisation to sign this Contract.*

By signing this Contract, the Client confirms that the statements and consents made in this Contract are true and accurate and that they represent decisions made after prior information and careful consideration.

The Parties, having individually negotiated and mutually interpreted the provisions contained herein, duly sign this Contract and other related documents in approval as they are in full accordance with their will. *[The following paragraph applies to a Contract signed on a signature pad]*

*The Bank shall deliver this Contract with the enhanced security electronic signature to the Client via an identified electronic method (the OTPdirekt Internet Bank). The contractual terms and conditions for the OTPdirekt service are set out in a separate contract between the Parties.*

Dated, [place], [date]

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OTP Bank Plc.

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Client

## **DECLARATION OF THE EXISTENCE OF AN INSIDER RELATIONSHIP**

*I, the undersigned*

*[For natural persons]*

**[•]** (name at birth: [•]; place and date of birth: [•]; [•]; mother's maiden name: [•], nationality: [•], identification document type and number: [•]; [•]; taxpayer ID number: [•]; domicile: [•]; place of residence in Hungary in case of non-residents: [•]) (hereinafter: **Client**) -,

*[For business associations – other than a KFT (limited liability company) or an RT (company limited by shares)]*

**[Full Name]** (short company name: [•]; registered office: [•]; company tax number: [•]; company registration number: [•]) (a hereinafter: **Client**) -,

*[For business associations – KFT (limited liability company) or RT (company limited by shares)]*

**[Full Name]** (short company name: [•]; registered office: [•]; company tax number: [•]; registration number: [•] [•]) (hereinafter: **Client**) -, make the following declarations with respect to the existence or termination of the insider relationship, in full knowledge of my civil and criminal liability:

- *By signing this declaration, I declare that I am aware of the provisions of Regulation (EU) No 596/2014 on market abuse (MAR Regulation) and Act CXX of 2001 on Capital Markets (Capital Market Act) on insider dealing, unauthorised disclosure of inside information and market manipulation (hereinafter together referred to as “market abuse”) and that I am aware that the prohibited conduct is punishable under Act C of 2012 on the Criminal Code.*
- *By signing this declaration, I declare and undertake that neither my future orders and transactions to be executed under the framework agreement and/or contract and/or individual mandate concluded with the Bank, nor the transactions executed by the Bank on my behalf under the portfolio management contract, will constitute market abuse in relation to the financial instrument concerned.*
- *I further declare that no transactions or orders made directly or indirectly for my own benefit or for the benefit of third parties will constitute market abuse.*
- *By signing this declaration, I undertake that if transactions and orders executed for my own account or directly or indirectly for the account of a third party fall within the closed period, I will immediately notify the Bank of this fact and I will provide the Bank with the issuer's decision authorising the execution of the transaction or order notwithstanding the existence of the prohibition. I acknowledge that without this permission the transaction or order cannot be executed.*
- *I acknowledge that, if I become aware of any market abuse, I am obliged to notify the Bank immediately by means of a written statement disclosing the circumstances.*

*[If the client declares that he/she does not qualify as an insider:]*

- *By signing this declaration and subject to Article 8 of the MAR Regulation, I solemnly declare that I do not qualify as an insider.*

*[If the client declares that he/she is an insider:]*

- *By signing this declaration and subject to Article 8 of the MAR Regulation, I solemnly declare that, with regard to the following, I qualify as an insider, and that I am aware of the notification obligations under Article 19 of the MAR Regulation.*

*[If the client declares that he/she is an insider or declares that he/she does not qualify as an insider and the table still contains the closing date of the previous status:]*

Name of issuing company	Indication of the reason for insider status	Name of the financial instrument	ISIN code of the financial instrument	Start date of the insider status	End date of the insider status
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- *I acknowledge that if I become an insider in respect of any additional financial instrument pursuant to the provisions of the MAR Regulation, or if there is any change in the above disclosed information, I am obliged to notify OTP Bank Plc. in writing without delay, i.e. before the insider relationship is established, but no later than the first banking day following the establishment of the insider relationship, of the fact of the establishment of the insider relationship and the scope of the insider relationship, with an explicit statement specifying the financial instrument(s) affected by the insider relationship.*
- *By signing this declaration, I assume irrevocable, unconditional and unlimited liability to OTP Bank Plc. for any damage, property rights claims, in particular with regard to any fines or sanctions imposed by the Magyar Nemzeti Bank or any other authority in connection with market abuse, arising from or in connection with my failure to make or delay in making a declaration regarding the insider relationship and the periods and events covered by the prohibition on entering into transactions.*

*[If the Statement is signed on a signature pad]*

- *The Bank shall deliver this statement with the enhanced security electronic signature to the Client via an identified electronic method (the OTPdirekt Internet Bank). The contractual terms and conditions for the OTPdirekt service are set out in a separate contract between the Parties.*

*Date: [•], [•]*

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OTP Bank Plc.

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Client