

These documents in English language to the person concerned shall be for information purposes only. OTP Bank Plc shall fulfil its obligations imposed by the legal regulations or requirement of supervisory authority by the documents in Hungarian language.  
In the event of any discrepancy between the English language and Hungarian language versions, the Hungarian language version shall prevail.



## **ANNOUNCEMENT**

### **Annex C**

#### **TO THE INVESTMENT SERVICES BUSINESS REGULATIONS**

## **on the forms and model contracts used by the Bank**

***Effective from: 18 September 2023***

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#### **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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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  
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.1.1.2. and B.1.1.3. 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)

.....  
Witness (2)

Name of Witness (1):

Name of Witness (2):

Address of Witness (1):

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)

.....  
Witness (2)

Name of Witness (1):

Name of Witness (2):

Address of Witness (1):

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)

Witness (2)

Name of Witness (1):

Name of Witness (2):

Address of Witness (1):

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)

Witness (2)

Name of Witness (1):

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

Branch:

Client code:

Branch address:

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, ..... (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.  
Registered office: H-1051 Budapest, Nádor u. 16, Hungary  
Tax number: 10537914-4-44  
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 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)

.....  
Witness (2)

Name of Witness (1):

Name of Witness (2):

Address of Witness (1):

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)

.....  
Witness (2)

Name of Witness (1):

Name of Witness (2):

Address of Witness (1):

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)

.....  
Witness (2)

Name of Witness (1):

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)

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

Group EU VAT number: 17780010-5-44

Tax number: 10537914-4-44

## **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 for the Client's benefit in accordance with the Primary Trading 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: .....

\_\_\_\_\_  
Client

\_\_\_\_\_  
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.

**Terms of taxation**

This Contract also constitutes a tax document, which serves as proof of the deduction of the interest tax liability. As such, we recommend retaining it until the expiration of the tax statute of limitations.

Dated: .....

\_\_\_\_\_  
Client

\_\_\_\_\_  
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:  
Interest income served until 31.12.2015:  
Interest income served after 31.12.2015:  
Certified cost that can be taken into account:  
Interest tax deducted:  
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**

This Contract also constitutes a tax document, which serves as proof of the deduction of the interest tax liability. As such, we recommend retaining it until the expiration of the tax statute of limitations.

Dated: .....

\_\_\_\_\_

Client

\_\_\_\_\_

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:  
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:

Date of order:  
Date of execution:  
Execution venue:

The redemption consideration, less the reallocation commission and any interest tax, is: .....\* which, on the date of signing this contract, the Bank will, without any further specific provision 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
---------------	---------------	----------------------------	-----------------

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.

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.

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 interest tax and health contribution tax.



OTP Bank Plc.  
Registered office: H-1051 Budapest, Nádor u. 16, Hungary  
Tax number: 10537914-4-44  
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: **(outside trading venues)**  
Target market:

(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  
Administrator:

Branch:  
Branch address:  
Branch code:  
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	Date of entry	Quantity (pieces)	Exchange rate (%)
---------------	---------------	-------------------	-------------------

(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:  
Interest tax deducted:

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.

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





The Bank informs the Client of the transitional rule of the PIT Act, according to which the Client may choose to calculate the taxable amount for securities subject to the stock exchange capital gains tax on the basis of the original cost price of the securities or the closing price of the stock exchange on 31 August 2006 for securities purchased before 31 August 2006.

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.



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  
Administrator:

Branch:  
Branch address:  
Branch code:  
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  
Administrator:

Branch:  
Branch address:  
Branch code:  
Transaction number:

## STANDING ORDER TO BUY SECURITIES

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

as Client, with the following content:

1. The Bank is authorised to distribute the securities referred to in this Section (for the purposes of this agreement: the "Securities") in Hungary on behalf of the entity who has placed the Securities (hereinafter referred to as the "Issuer") or its representative. The Client authorises the Bank to acquire the Securities for the Client on a regular and recurring basis from the date of this agreement until the Order Expiry Date on the Regular Order Settlement Date on the terms and conditions set out in this agreement:
  - a) **Issuer:**
  - b) **Name of the security:**
  - c) **ISIN code of the security:**
  - d) **Basic denomination of security:**
  - e) **Maturity date of the security:**
  - f) **The amount the Client wishes to invest on a monthly basis:<sup>1</sup> (     )**
  - g) **Order Expiry Date:**
  - h) **Regular Order Settlement Date:** every     day of the calendar month, provided that if the Regular Settlement Date of an Order in a calendar month is not a distribution day, the Bank shall attempt to execute the Order on the next distribution day (as defined in the Issuer's marketing documents, hereinafter referred to as the "Distribution Day") and this shall be the Regular Settlement Date of the Order in that calendar month.
2. As collateral for the execution of this **order**, the Client shall ensure that the funds required for the execution of this order are available in the Payment Account/Foreign Currency Account on the Regular Order Settlement Date. Subject to the instruction of the Client given in this deed, on the Regular Order Settlement Date, until the Order Expiry Date, the Bank shall automatically debit the Payment Account/Foreign Currency Account linked to the Securities Account corresponding to the currency of the Securities with the amount of money required to execute the order. If, by 5:00 a.m. Central European Time on the Regular Order Settlement Date, the funds required to settle the Order in full are not available on the Payment Account/Foreign Currency Account, the Order shall not be executed in the calendar month in which the Regular Order Settlement Date falls and the Bank shall not be obliged to execute it in part. The amount of money required for the execution of the Order (which includes the amount of the Buying Commission pursuant to Section 3) shall be determined by taking into account the net asset value on the Regular Order Settlement Date and the rules set out in the Supplementary Announcement. The settlement of the order on the Settlement Date specified in Section 3 shall be based on the net asset value on that date.
3. The Client agrees that the Securities may be credited by the Bank to the Client's Consolidated Securities Account in accordance with the rules indicated in the Bank's Supplementary Announcement and the relevant Fund Prospectus
  - a) for T-Day settlement Securities, on the Regular Order Settlement Date,
  - b) for T+3 Settlement Securities, on the third Distribution Day following the Regular Order Settlement Date,

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<sup>1</sup> This includes the Buying Commission, see Section 3!

- c) for T+4 Settlement Securities, on the fourth Distribution Day following the Regular Order Settlement Date,  
(hereinafter referred to as the Settlement Date) in an amount equal to the sum of the amount the Client wishes to invest on a monthly basis, less the Buying Commission, divided by the whole of the net asset value per Share on the Price Date. The Bank shall credit the funds debited to the Payment Account/Foreign Currency Account under Section 2 but not used for the execution of the order to the Payment Account/Foreign Currency Account on the Settlement Date.
4. As consideration for the execution of the order, the Bank shall be entitled to a buying commission, the amount of which shall be set out in the Bank's current Fees Announcement at the time of signing this agreement and which the Bank shall be entitled to adjust in accordance with the provisions of the Business Regulations (hereinafter referred to as the "Buying Commission"). The Client acknowledges that the amount of money corresponding to the current Buying Commission is already included in the amount of money that the Client indicated in Section 1 to be invested on a monthly basis. Pursuant to the Client's provision in this deed, the Bank shall automatically debit the Client's Bank Account with the amount of the Buying Commission until the Order Expiry Date on the Regular Order Settlement Date. If the full amount of the current Buying Commission is not available on the Payment Account by 5:00 a.m. Central European Time on the Regular Order Settlement Date, the Order will not be executed in the calendar month in which the Regular Order Settlement Date falls and the Bank will not be obliged to execute it in part.
  5. The Client may terminate this agreement by written notice to the Bank at the Branch at any time, but in respect of a particular Regular Order Settlement Date no later than the Distribution Day prior to the Regular Order Settlement Date, without giving any reason. If the termination occurs on the Regular Order Settlement Date, the Order will still be executed on that Regular Order Settlement Date and the Order will terminate after the subsequent settlement. In the case of a natural person Client, this agreement shall terminate without any further legal action on the date on which the Bank sets the status of the above Consolidated Securities Account to probate status (following notification of the Client's death), provided that if this occurs on a Regular Order Settlement Date, the Bank shall attempt to execute the Order on the Regular Order Settlement Date.
  6. The Client acknowledges that the present order does not constitute portfolio management and that the Bank does not provide such services to the Client under this agreement.
  7. 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.
  8. By signing this document, the Client acknowledges that they have read the Prospectus of the fund manager that is also the statutory representative and manager of the Issuer, which Prospectus includes the Issuer's Management Policy as indicated in Section 1, has taken note of the contents thereof, accepts them as binding on themselves, and has signed this deed on the basis of the same.
  9. The Client acknowledges that
    - a) in case of redemption of units issued by the OTP Abszolút Hozam Nyíltvégű Származtatott Alap (OTP Absolute Return Open-ended Derivative Fund), if the Client wishes to redeem the units within one year (364 days) from the date of purchase, they will be charged an additional 1% commission on the redemption value, in addition to the redemption commission, and if they wish to redeem the units within two years (365-729 days) from the date of purchase, they will be charged an additional 0.5% commission.
    - b) in the case of redemption of units issued by the OTP Optima Tőkegarantált Kötvény Alap (OTP Optima Capital Guaranteed Bond Fund), if the Client wishes to redeem the units within 7 calendar days of purchase, they will have to pay an additional commission of 0.5% on the redemption value, in addition to the redemption commission.
    - c) in case of redemption of units issued by the OTP Jubileum Dinamikus Tőkevédett Nyíltvégű Származtatott Alap (OTP Jubilee Dynamic Capital Protected Open-ended Derivatives Fund), if the Client wishes to redeem the units within one year (365 days) from the date of purchase, they will have to pay an additional 3% commission on the redemption value, in addition to the

redemption commission, and if they wish to redeem the units within two years (365–729 days) from the date of purchase, they will have to pay an additional 2% commission.

- d) in the case of redemption of units issued by the OTP Ingatlanbefektetési Alap (OTP Real Estate Fund), if the Client wishes to redeem the units within 274 calendar days of purchase, they will be charged an additional 1.75% commission on the value of the redemption, in addition to the redemption commission.

10. Standing orders to buy securities (including the order included in this agreement) in force at the time of the conclusion of this agreement in respect of the Client's Consolidated Securities Account are as follows:

11. 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 marketing document and the key information document, have been made available to the Client or made available and explained to the Client as necessary. With regard to the present Order, in view of its regular and recurring nature, the Bank reminds the Client to continuously monitor the changes to the documents identified in the prior information and to review these documents every calendar month prior to the Regular Order Settlement Date. If the Client does not choose to receive the information on the website in accordance with the Investment Firms Act in relation to this Order, the Client declares that they wish to receive from the Bank each of the prior information to be provided in accordance with the Investment Firms Act prior to the Regular Order Settlement Date after signing this agreement by visiting the relevant branch of the Bank prior to each Regular Order Settlement Date and obtaining there the printed documents containing the information on the prior information in accordance with the Investment Firms Act. All costs and damages arising from the Client's failure to comply with this obligation shall be borne by the Client.

12. The Client also declares that the Bank has made it possible for the Client to acquaint themselves with the Investment Services Business Regulations and the business regulations and announcements referred to therein, which the Client has read, understood and acknowledges to be binding upon themselves by signing this agreement. The information concerning data processing — as prescribed by the Privacy Act — is included in the General Business Regulations, which the Client has read, understood and acknowledged. 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 the Client takes note of this call for attention. For matters not covered by this order, the Bank's Investment Services Business Regulations shall prevail, provided that terms capitalised in the text of this order and not defined herein shall have the meanings ascribed to them in the Issuer's Prospectus.

#### **DECLARATION OF RECEIPT OF MARKETING DOCUMENTS**

By signing this declaration, the Client, in relation to the Fund issuing the above-mentioned units, regarding the documents specified in Section 245(4) and 248 of the Capital Market Act,\*

a) declares that they do not request to receive the management policy and the offering circular and the prospectus and – if the investment fund already has such documents – the latest annual and semi-annual reports and the latest portfolio report in printed form, because they wish to access them on the website of OTP Fund Management Ltd. (<https://www.otpalap.hu>), and the Client expressly accepts and acknowledges that such documents are made available free of charge and by electronic means by way of publication on that website, OR

b) by signing this declaration, the Client acknowledges the receipt of the management

policy, the offering circular, the prospectus and, if the investment fund already has such, the annual and semi-annual reports and the latest portfolio report in printed form free of charge in relation to the Fund issuing the above-mentioned units in respect of the documents specified in Sections 245(4) and 248 of the Capital Market Act.

If the Client does not select either of the above options a) or b), the Client shall be deemed to have selected option a).

\* Please mark with an x which option you choose.

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

.....  
Client

.....  
OTP Bank Plc.  
as distributor

OTP Bank Plc.  
Registered office: H-1051 Budapest, Nádor u. 16,  
Hungary  
Group EU VAT number: 17780010-5-44  
Tax number: 10537914-4-44

## 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 the interest tax exempt security 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.

For clients with a PSA-D account trading in government securities:  
By signing this contract, the Client acknowledges that the interest/returns on the interest tax exempt securities are considered 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.

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]

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

3. By signing this 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, andthe 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 render investment advisory services to the Client as a retail client.]

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 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) According to the principal 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 on 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.**

7. The Client hereby

(Declarations related to information)

- (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) declares having been informed by the Bank that the Bank sends the notices and information to the Client on other durable medium (e.g. e-mail), if this is acceptable for the Client in the knowledge that the Client may also opt for paper-based information.
- (f) **The Client expressly consents to the Bank's providing the Client with the 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, acknowledging the possibility of receiving the information on paper as well.**

[The following paragraphs related to the key information documents are applicable to clients classified as retail clients.]

(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.]

(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 Client's orders also outside trading venues in accordance with the provisions of "OTP Bank Nyrt.'s Execution and Allocation Policy".**

[The following paragraphs (No. 8-11) are applicable to clients classified as retail or professional clients.]

**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 this 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 himself 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 Client's Authorised Representative as valid if the Client or the Client's Authorised Representative introduces himself 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, this 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 legislations and the effective Business Regulations (in particular the General Terms and Conditions for Global Markets Services and other annexes and announcements). The Client declares that, prior to executing this 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 annexes 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 this 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. This Agreement shall be governed by Hungarian law. Parties agree to settle any disputes concerning their legal relationship arising from or in connection to this 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:**

19. Based on the 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 not qualifying as natural persons.]

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.] This 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 this 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 this 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. 22) 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. 23) 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 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. 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 decided that the reporting obligation for OTC derivative transactions are to be fulfilled by the Bank and that Bank participate in fulfilling the reporting obligation as per EMIR concerning non-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 fulfills the reporting obligation 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 by the Client in this respect and the Bank expressly excludes any liability in this respect.

## **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 acknowledge 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 this GM Framework Agreement, which amendment shall become effective for the Bank once the Bank acknowledge 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 this 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, 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 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.
32. 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..
33. 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.
34. 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.

35. 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.
36. 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.
37. 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.
38. 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 DB, 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.
39. 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.

40. 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 this GM Framework Agreement. The Client is entitled to request the Bank in writing to provide further information after the conclusion of this 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.
41. By signing this 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 this 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.
42. 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 GM GTC 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. 43) applies to Clients who are natural persons.]

43. The Client and the Bank shall establish a collateral security by signing this 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. 44) applies to Clients who are not natural persons.]

44. The Client and the Bank shall establish a collateral security by signing this 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).
45. 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**

**46. 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	[•]	[•]

**Postal address:** [•]

**Annexes to the GM Framework Agreement:**

1. Business Regulations (and the referenced annexes and announcements specified therein)
2. Information documents as per the Investment Firms Act — MiFID customer information

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

This 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 this 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, [place], [date]

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OTP Bank Plc.

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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.

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 data subject concerned of the processing of personal data by the Bank, and that I have drawn the attention of the data subject 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

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

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:

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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.

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

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

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)



## PORTFOLIO MANAGEMENT CONTRACT

entered into by and between, on the one hand:

Company name: [●]  
Name: [●]  
Registration number/Company registration number: [●]  
Personal ID card no.: [●]  
Date and place of birth: [●]  
Tax number: [●]  
Tax identification number: [●]  
Registered office: [●]  
Address: [●]  
Mother's name: [●]  
Representative: [●]  
Consolidated Securities Account/LTIA/PSA number: [●]  
Phone no.: [●]  
Category: retail client/professional client/eligible counterparty  
Email address: [●]

as the principal, hereinafter referred to as the “**Client**”,

on the other hand, **OTP Bank Plc.** (registered office: H-1051 Budapest, Nádor utca 16., company registration number: Cg. 01-10-041585), as the agent, hereinafter referred to as the “**Bank**”

at the place and on the day specified below and under the following terms and conditions:

### I. Subject of the contract

#### 1. The Client instructs the Bank to

- a) provide information on the various investment opportunities, expected returns, maturities and
- b) 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 Annex 1;
- c) carry out the Portfolio Management in the Consolidated Securities Account 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
- d) dispose of the accounts specified in Section I.81c) as the Client's permanent agent during the term of this Contract, subject to the conditions set out in this Contract and the Business Regulations.

2. The Client acknowledges that the Bank will accept the portfolio management order only if the conditions set out in the Business Regulations are met.
3. 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.
4. The Client expressly acknowledges and accepts that the Bank does not promise or provide the Client with any capital protection or yield protection in the management of the Portfolio. The Client declares that they have read the Bank's Execution and Allocation Policy, which contains a description of how the Bank will execute the executable transaction or order in the course of the portfolio management service, that the Client accepts the terms of the Policy and agrees to monitor any changes. 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\\_EP\\_mellF](https://www.otpbank.hu/hirdetmeny/aktualis/U_EP_mellF)

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 above announcement of the Bank, in force at any time, is available on the Bank's website.

5. For the meaning of terms used in this contract, please refer to the Business Regulations.
6. The Investment Strategy chosen by the Client:

a) standard:

absolute return strategies:

Strategy	
Absolute I	
Absolute II	
FX Absolute Euro	
FX Absolute Dollar	

strategic asset allocation strategies:

Strategy	
Stable	
Conservative	
Balanced	
Dynamic	
Aggressive	
forex Conservative Euro	

or

- b) Individual Investment Strategy, the detailed description of which and the calculation of the fee, the return and the benchmark return are set out in Annex 4 to this Contract.

## **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 I.81c) 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) general information by receiving or reading and understanding the following documents: Business Regulations together with annexes, account agreements, announcements (in particular, but not limited to the Uniform Preliminary 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, announcements, in particular 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".
  - c) 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 provided by the Client, 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 categorisation in accordance with the provisions of this Contract. The consequences of the categorisation and the rules for changing it are set out in the Business Regulations, and the rules on the information to be provided on investment services are set out in the Uniform Preliminary Information Announcement.
- 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 the result. The detailed rules for the suitability test are set out in the Business Regulations.

[The following paragraph should be inserted if the client has sustainability preferences according to the MiFID suitability test, but the chosen investment strategy does not satisfy these sustainability preferences and the client therefore adjusts their sustainability preferences.]

3.3. The Parties further acknowledge that the Client has sustainability preferences as stated in the suitability test. The Client declares that prior to signing this Contract, the Bank has drawn the Client's attention to the fact that the Investment Strategy chosen does not satisfy the Client's sustainability preferences and the Client, acknowledging the attention drawn, expressly requests the implementation of the Investment Strategy chosen, and at the same time, in relation to this Contract, adjusts their sustainability preferences, also taking into account that no Investment Strategy satisfying the Client's previous sustainability preferences is currently available among the Investment Strategies. 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.4, 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 portfolio management contract in the framework of the report specified herein.

### **III. Entry into force of the mandate, term of the contract**

1. This Contract shall enter into force on the day following the complete fulfilment of the conditions set out in the Business Regulations, which together are necessary for the Bank to commence portfolio management activities. The portfolio management contract with the Client shall enter into force when the Client places the first investible funds or their Investment Portfolio at the Bank's disposal.

2. This contract is concluded for an indefinite period

#### **IV. The Bank's authorisation to carry out its tasks**

1. The Client authorises the Bank, by the entry into force of this Contract, 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 Consolidated Securities Account, Payment Account and Foreign Currency Accounts. 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 authorises the Bank to provide the Client, upon the Client's express request, with information on the composition of the portfolio and the return achieved in the calendar year in question since the beginning of the year in question, to the e-mail address or fax number provided by the Client on page 1 of this Contract.
4. By signing the portfolio management contract, the Client expressly authorises the Bank to purchase as part of the portfolio securities issued by the Bank and securities issued by the Bank's affiliates, and financial instruments issued by the Bank's affiliates.

#### **V. Brokerage fee and costs**

1. The Parties agree that the provisions of the Business Regulations, the Fees and the Announcement "On the investment strategies that may be chosen 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 this contract**

1. The present contract may be terminated by ordinary or extraordinary notice, the detailed rules of which are set out in 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 Parties designate the following persons to make statements, accept communications, consult and negotiate in relation to this contract:

On behalf of the Client:

On behalf of the Bank: Staff of the Portfolio Management Department

2. The Client may request the Bank to amend or terminate this Contract or to make provision for the financial instruments to be added to or withdrawn from the portfolio only in person or in writing (by fax or scanned and attached to an e-mail notification).
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.
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. The Client declares that they choose to be contacted via OTPdirekt and at the same time agrees to the use of electronic invoicing.

The Client expressly consents to the Bank providing information to the Client through the channels, acknowledging the possibility that the Client may, at their option, receive the information on paper.

The Bank has notified the Client electronically of the address of the Bank's website and has indicated the exact location of certain relevant information on the website ([www.otpbank.hu](http://www.otpbank.hu) – Private Banking page).

The Bank draws the Client's attention to the provisions of the Business Regulations relating to contact, which the Client has read and accepts as binding.

6. 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.
7. The Client declares that they have read the Bank's Execution and Allocation Policy, which contains a description of how the Bank will execute its clients' orders and accepts the terms of the Policy and undertakes to monitor any changes.
8. The natural person Client shall be entitled to designate in Annex 3 to this Contract the persons authorised to have control over the Client's Consolidated Securities Account who, acting in the name and on behalf of the Client, are authorised to withdraw assets from the portfolio and to include funds or financial instruments in the portfolio.

## **IX. Rules governing the contract, annexes and dispute settlement**

1. In matters not covered by this Contract, the Business Regulations, in particular the General Terms and Conditions for Portfolio Management, as well as other business regulations (in particular the General Business Regulations) and announcements (in particular the announcement "On the investment strategies that may be chosen in portfolio management and on the calculation of fees,

returns and benchmark returns") referred to in the Business Regulations 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. The following annexes form an integral part of this contract:
  1. Composition and value of the initial portfolio
  2. Declaration of existence / termination of insider relationship
  3. Designation of the persons authorised to dispose of the portfolio
  4. Individual Investment Strategy chosen by the Client (as necessary)
3. The Parties agree to attempt to resolve any disputes arising out of or in connection with this Contract, its breach, termination, validity or interpretation, amicably.

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 its Annexes and other related documents in approval as they are fully in accordance with their will.

Dated, [place], [date]

---

Client

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OTP Bank Plc.





**Contract / Annex 2**

**Declaration of existence / termination of insider relationship**

I, the undersigned

- Company name: [●]
- Name: [●]
- Registration number/Company registration number: [●]
- Personal ID card no.: [●]
- Date and place of birth: [●]
- Tax number: [●]
- Tax identification number: [●]
- Registered office: [●]
- Address: [●]
- Mother's name: [●]
- Representative: [●]

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 set out in Article 19 of the MAR Regulation, 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.
- By signing this declaration, I declare that I am legally responsible for the following companies, that I am an insider with regard to the following companies, subject to Article 8 of the MAR Regulation, and that I am aware of the notification obligations under the MAR Regulation.

Indication of an insider relationship:

(Please fill in clearly defined, including text, subject to Article 8 of the MAR Regulation):

.....  
.....

Date of the establishment/termination of the insider relationship (day/month/year; exact date of the notification to the Bank: hour, minute, day, month, year):

.....  
.....

Identification of the financial instrument(s) involved in the insider relationship (name of the financial instrument, identification of the issuer, ISIN code):

.....  
.....  
.....  
.....

- 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 the Bank 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 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.

Dated, [place], [date]

\_\_\_\_\_  
Client

**Contract / Annex 3**

**Designation of the persons authorised to dispose of the portfolio**

I, the undersigned ....., on the basis of the portfolio management contract concluded between me as Client and OTP Bank Plc. on ....., authorise the persons named below, who are also authorised to have control over my Consolidated Securities Account, to dispose of the portfolio in such a way that they may withdraw assets from the portfolio or add new financial instruments or funds to the portfolio, acting in my name and on my behalf,

Name (ID card No.)	Home address	Signature	

Dated, [place], [date]

\_\_\_\_\_  
Client

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

**Contract / Annex 4**

**Individual Investment Strategy chosen by the Client**