



# **Deutsche Bank AG Hungary Branch**

## **General Business Conditions**

*Accepted by:*                      *Management of Deutsche Bank ZRt.*

*on 26. 08. 1996*

(on basis of resolution Nr. 30/1996 ÁBF)

*Amended:*                      25. 09. 2003  
(on basis of resolution Nr. 41.033-4/2002  
PSZÁF)

14. 02. 2003

15. 01. 2005

01. 04. 2006

01. 09. 2006

01. 12. 2006

11. 03. 2009

01. 11. 2009

03. 02. 2011

01. 07. 2011

01. 12. 2011

15. 12. 2012

01. 09. 2013

01.10. 2013

## **GENERAL BUSINESS CONDITIONS OF DEUTSCHE BANK AG HUNGARY BRANCH**

### **BASIC RULES GOVERNING THE RELATIONSHIP BETWEEN THE CUSTOMER AND THE BANK**

Deutsche Bank AG Hungary Branch is a Hungarian financial branch office of Deutsche Bank AG (registered seat: Taunusanlage 12, 60325 Frankfurt am Main, Germany; registered under nr. HRB 30 000 by Amtsgericht Frankfurt am Main). Deutsche Bank AG Hungary Branch is always acting in representation of Deutsche Bank AG in the course of its business activities (hereinafter jointly: the Bank). The exercising of the banking and investment services licence of Deutsche Bank AG via its Hungary Branch (together the "Bank") has been acknowledged by Hungarian Financial Supervisory Authority ("HFSA") in its resolution dated on 02.03.2011 under Nr. 11932-6/2011. The Bank is the general legal successor of Deutsche Bank ZRt and of Deutsche Bank Europe GmbH Hungary Branch.

The primary **regulatory authority** of the Bank is the German Federal Financial Supervisory Authority - Bundesanstalt für Finanzdienstleistungsaufsicht („**BaFin**", Graurheindorfer Str. 108, 53117 Bonn, Németország, [www.bafin.de](http://www.bafin.de)). The National Bank of Hungary ("hereinafter: the "Supervision") ", (1054 Budapest, Szabadság tér 8-9, Hungary; Internet: [felugyelet.mnb.hu](http://felugyelet.mnb.hu)) also performs certain supervisory rights especially in the area of consumer protection.

#### 1. Scope of application of these Business Conditions and the Special Conditions for particular business relations

##### (1) Scope of application

The General Business Conditions govern the entire business relationship between the customer and the Bank's domestic offices. In addition, particular business relations (such as securities transactions) are governed by Special Conditions, which contain deviations from, or complements to, these General Business conditions; they are agreed with the customer when the account is opened or an order is given.

##### (2) Modification of the Terms of the Contract

The Bank shall be entitled to unilaterally modify, at any time and in a way that is not unfavourable to the customer, the terms and conditions included in contracts for the provision of financial and ancillary financial services as well as investment and ancillary services, in the General Business Conditions, in its Terms of Business for Investment Service and Ancillary Service Activities, in the General Conditions for Payment Services, in additional special terms and conditions applicable to certain business lines, and in the List of Conditions for customers - including provisions relating to interests, default interest, fees, commissions and costs.

In the event of the occurrence of any of the following conditions, either by itself or in combination with others, the Bank shall be entitled to unilaterally modify, at any time and in a way that is

unfavourable to the customer, the terms and conditions included in contracts for the provision of financial and ancillary financial services as well as investment and ancillary services, in the General Business Conditions, in its Terms of Business for Investment Service and Ancillary Service Activities, in the General Conditions for Payment Services, in additional special terms and conditions applicable to certain business lines, and in the List of Conditions for customers - including provisions relating to interests, default interest, fees, commissions and costs:

- a) change in the legal and/or regulatory environment, in particular
  - changes in legislation, central bank regulation, or other provisions of the central bank affecting the Bank's activities and/or operating conditions, or changes in other legal or regulatory requirements binding upon the Bank;
  - changes in the regulatory environment governing the relationship between the Bank and the customer, in particular, laws, other legal instruments of state control, the legal acts of the European Union, legal practice of courts or authorities, and the judicial or administrative interpretation thereof;
  - increase in the Bank's public-law liabilities (e.g. taxes, duties);
  - an unfavourable change in minimum reserve requirements;
  - a negative change in the country risk index periodically published by international credit rating agencies (a recognized external credit rating institution);
- b) changes in national or international money or capital market conditions or the macroeconomic environment, in particular
  - changes in the Bank's costs of funds;
  - changes in the central bank's base interest rate, the central bank's repo (refinancing) or deposit interest rates;
  - changes in the funding opportunities in the money or capital markets;
  - changes in the money or capital market interest rates, refinancing and reference interest rates;
  - [adverse movements of FX swap points and other yield curves relative to each other](#);
  - changes in interbank lending rates;
  - changes in the consumer or producer price index;
  - increase in the yield of government bonds;
- c) changes in the risks connected to the services provided to the customer, in particular
  - adverse change in the customer's solvency, readiness to pay, adverse change in the value or enforceability of collaterals;
  - changes in the risks or risk components of the service provided to the customer on portfolio level;
- d) adverse change in the fees, costs, expenditures and other conditions incurred by the Bank in connection with the services provided to the customer.

### (3) Publication and Entry into Force of Modifications

The Bank shall communicate to the customer the unilateral modification of the terms and conditions that is unfavourable to the customer by way of public notice posted at the premises open to customers as well as published on the website of the Bank, at least 15 days prior to the effective date of the modification. The Bank may also communicate to the customer the unilateral modification of the terms and conditions that is unfavourable to the customer on paper or on a durable medium, at least 15 days prior to the effective date of the modification. The modification shall come into force upon expiration of the 15-day deadline as from the date of publication.

The Bank shall communicate to the customer the unilateral modification of the terms and conditions that is not unfavourable to the customer by way of public notice posted at the premises open to customers as well as published on the website of the Bank, no later than on the banking day preceding the effective date of the modification. The interest rate or the exchange rate may be modified without notice and promptly if the modification is based on the change of some reference interest rate or reference exchange rate.

With regard to the communication and entry into force of unilateral modifications initiated by the Bank in connection with payment services, the General Conditions for Payment Services shall prevail.

## 2. Banking secrecy

### (1) Banking secrecy

The Bank has the duty to maintain secrecy about any customer-related facts and evaluations which are according to § 50 of the Law CXII from 1996 on Credit Institutions considered banking secrecy. The bank may only disclose such banking secrets concerning the customer if it is legally required to do so or if the customer has given its consent thereto in form from a public or private document fully evidencing such consent, or if it becomes necessary for the Bank, acting on its own behalf, to provide such information when selling the customer's receivables or to make claim on overdue receivables, or if the Bank is authorized to provide a banker's reference.

### (2) Communication of customer-related data

Service providers being members of Deutsche Bank Group or chosen by Deutsche Bank Group at global level may be given access to customer's data handled by the Bank and being subject to banking secrecy, and that these data may be transmitted to service providers being members of Deutsche Bank Group or chosen by Deutsche Bank Group at global level, provided that such access and transmission complies in all respect with data protection and banking secrecy regulations.

### (3) Business Secret

The customer is obligated to keep confidential all business secrets made known to it and is only authorised to give such information to third parties with the Bank's expressed permission. Business secret shall be any fact, information, solution, or data related to the activity of the credit institution, to the secrecy of which the credit institution has a reasonable interest, in particular specific business conditions, contracts or drafts of contracts, offers, correspondence with the customer, internal memorandums, credit reports, financial statement analysis, material intended for the customer, etc. This does not apply to documents necessarily made available to an authorized third party for accomplishing assigned tasks, provided the third party obligates itself to keep the information received confidential.

### (4) Central Credit Information System

Information on operation of the Central Credit Information System, data transfer to and from the Central Credit Information System, as well as available remedies can be found in Annex 3 of these General Business Conditions.

## 3. Liability of the Bank; contributory negligence of the customer

### (1) Principles of liability

In performing its obligations, the Bank shall be liable for any negligence on the part of its staff and of those persons whom it may call in for the performance of its obligations. If the

Special Conditions for particular business relations or other agreements contain provisions inconsistent herewith, such provisions shall prevail. In the event that the customer has contributed to the occurrence of the loss by any own fault (e.g. by violating the duties to co-operate as mentioned in No. 12 of these Business Conditions), the principles of contributory negligence shall determine the extent to which the Bank and the customer shall have to bear the loss.

## (2) Orders passed on to third parties

If the contents of an order are such that the Bank typically entrusts a third party with its further execution, the Bank performs the order by passing it on to the third party in its own name (order passed on to a third party). This applies, for example, to obtaining banker's references from other credit institutions or to the custody and administration of securities in other countries. In such cases, the liability of the Bank shall be limited to the careful selection and instruction of the third party.

## (3) Disturbance of business

The Bank shall not be liable for any losses caused by force majeure, riot, war or natural events or due to other occurrences for which the Bank is not responsible (e.g. strike, lock-out, traffic hold-ups, administrative acts of domestic or foreign high authorities).

## 4. Set-off limitations on the part of the customer

The customer may only set off claims against those of the Bank if the customer's claims are undisputed or have been confirmed by a final court decision.

## 5. Right of disposal upon the death of the customer

Upon the death of the customer, the Bank may, in order to clarify the right of disposal, demand the production of a notarial certificate in respect of the transfer of the estate, an inheritance certificate executed by a notary public or other documents evidencing the inheritance; at the request of the Bank, documents in a foreign language must be submitted together with a certified Hungarian translation.

## 6. Applicable law and place of jurisdiction

### (1) Applicability of Hungarian law

Hungarian law shall apply to the business relationship between the customer and the Bank, unless otherwise agreed by the parties.

### (2) Place of Jurisdiction

The Bank may be sued by the customer only before the court having jurisdiction at the Bank's place of incorporation. The Bank may sue the customer before the court having jurisdiction for the bank office keeping the account or before any other competent court.

## **KEEPING OF ACCOUNTS**

## 7. Periodic balance statements

### (1) Issue of periodic balance statements

Provided the customer is obligated by legal regulations on keeping of accounts, or the account is opened explicitly as current account, the bank will issue a balance statement after every debit or credit entry on the customer's account. Otherwise, the Bank issues a periodic balance statement for a current account at the end of each calendar month, thereby clearing the claims accrued by both parties during this period (including interest and charges imposed by the Bank). The Bank may charge interest on the balance arising therefrom in accordance with No. 13 of these Business Conditions or any other agreements entered into with the customer. Account statements will be provided electronically to the customer on the basis of a separate agreement with the customer.

### (2) Time allowed for objections; approval by silence

Any objections a customer may have concerning the incorrectness or incompleteness of a periodic balance statement must be raised not later than one month following its receipt; if the objections are made in writing, it is sufficient to dispatch these within the period of one month. The allowable period for raising objections on deposit contracts with a fixed roll-over period of at least one month is 60 days. Failure to make objections in due time will be considered approved. When issuing the periodic balance statement, the Bank will expressly draw the customer's attention to this consequence. The customer may demand a correction of the periodic balance statement even after expiry of this period, but must then prove that the account was either wrongly debited or mistakenly not credited.

## 8. Acceptance of Orders

Orders that are to be executed within a specified period of time have to be submitted by the customer to the Bank in good time so as to ensure that the Bank has sufficient time to execute the order. The Bank does not assume any liability for late execution of orders if sufficient time has not been given. The Bank will advise the customer of the periods within which orders that are to be executed with same day value must be received, and any changes thereof, by means of the List of Conditions. Orders that are received after the periods stated in the List of Conditions will be treated - even if accepted by the Bank - as if received on the day after the next bank working day only.

## 9. Reverse entries made by the Bank

### (1) Reverse entry

Incorrect credit entries on current accounts (e.g. due to a wrong account number) may be reversed by the Bank through a debit entry to the extent that the bank has a repayment claim against the customer; in this case, the customer may not object to the debit entry on the grounds that a disposal of an amount equivalent to the credit entry had already been made (reverse entry).

### (2) Notification to the customer; calculation of interest

The Bank will immediately notify the customer of any reverse entries made. With respect to the calculation of interest, the Bank shall effect the entries retroactively as of the day on which the incorrect entry was made.

## 10. Conditions For Payment Services

In other aspects the payment services provided by the Bank shall be governed also by the Conditions for Payment Services, which is an inseparable part of these General Business Conditions.

## 11. Risks inherent in foreign currency accounts and transactions

### (1) Execution of orders relating to foreign currency accounts

Foreign currency accounts of the customer serve to effect the cashless settlement of payments to and disposals by the customer in foreign currency. Disposals of credit balances on foreign currency accounts (e.g. by means of transfer orders to the debit of the foreign currency credit balance) are settled through or by banks in the home country of the currency unless the Bank executes them entirely within its own organisation.

### (2) Credit entries for foreign currency transactions with the customer

If the Bank concludes a transaction with the customer (e.g. a forward exchange transaction) under which it owes the provision of an amount in a foreign currency, it will discharge its foreign currency obligation by crediting the account of the customer in the respective currency, unless otherwise agreed upon.

### (3) Temporary limitation of performance by the Bank

The Bank's duty to execute a disposal order to the debit of a foreign currency credit balance (paragraph 1) or to discharge a foreign currency obligation (paragraph 2) shall be suspended to the extent that and for as long as the bank cannot or can only restrictedly dispose of the currency in which the foreign currency credit balance or the obligation is denominated, due to political measures or events in the country of the respective currency. To the extent that and for as long as such measures or events persist, the Bank is not obligated either to perform at some other place outside the country of the respective currency, in some other currency (including local currency) or by providing cash. However, the Bank's duty to execute a disposal order to the debit of a foreign currency credit balance shall not be suspended if the Bank can execute it entirely within its own organisation. The right of the customer and of the Bank to set off mutual claims due in the same currency against each other shall not be affected by the above provisions.

## **DUTIES OF THE CUSTOMER TO COOPERATE**

## 12. Duties of the customer to cooperate

### (1) Personal Identification data

The customer shall provide to the Bank the following personal identification data when opening a bank account:

- for private individuals: name (maiden name, married name), date of birth, place of birth, mother's full maiden name, nationality, address, telephone number, information pertaining to the personal identification card or passport (type of identification, date of issuance, issuing office, serial number), tax identification number,
- for commercial entities: articles of incorporation or partnership agreement including all amendments, entry into official company registry including all amendments, sample signature sheet, tax number, Central Statistical Office identification number.

Additional documents can be requested from non-resident account holders.

#### (2) Change in the customer's name, address or powers of representation towards the Bank

A proper settlement of business requires that the customer notify the Bank without delay of any changes in the customer's name and address, as well as the termination of, or amendment to, any powers of representation towards the Bank conferred to any person (in particular, a power of attorney). This notification duty also exists where the powers of representation are recorded in a public register (e.g. the Register of Companies) and any termination thereof or any amendments thereto are entered in that register. The legality of the shareholders' resolution in respect to the modification or cancellation of powers of representation will not be checked by the Bank.

#### (3) Clarity of orders

Orders of any kind must unequivocally show their contents. Orders that are not clearly worded may lead to queries, which may result in delays. Amendments, confirmations or repetitions of orders must be designated as such.

#### (4) Special reference to urgency in connection with the execution of an order

If the customer feels that an order requires particularly prompt execution, the customer shall notify the Bank of this fact separately. For orders given on a printed form, this must be done separately from the order.

#### (5) Examination of, and objections to, notifications received from the Bank

The customer must immediately examine statements of account, security transaction statements, statements of securities and of investment income, other statements, advices of execution of orders, as well as information on expected payments and consignments (advices) as to their correctness and completeness and immediately raise any objections relating thereto.

#### (6) Notice to the Bank in case of non-receipt of statements

The customer must notify the Bank immediately if periodic balance statements and securities statements are not received. The duty to notify the Bank also exists if other advices expected by the customer (e.g. security transaction statements, statements of account after execution of customer orders or payments expected by the customer) are not received.

### **COST OF BANK SERVICES**



### 13. Interest, charges and out-of-pocket expenses

#### (1) Interest and charges

Unless otherwise agreed between the customer and the Bank, the Bank may at its reasonable discretion determine the amount of interest and the charges for any services which are provided upon the customer's instructions or which are believed to be in the interest of the customer and which can, in the given circumstances, only be expected to be provided against remuneration.

#### (2) Formula for the calculation of interest and charges on an annual basis

The Bank will calculate interest on the account (on deposits and loans respectively) and annualised commissions and charges by means of the following methods that are based on actual calendar days elapsed:

a) 
$$\frac{\text{Capital} \times \text{Interest Rate in \%} \times \text{Calendar Days}}{360 \times 100}$$

b) 
$$\frac{\text{Capital} \times \text{Interest Rate in \%} \times \text{Calendar Days}}{365 \times 100}$$

The Bank will incorporate the applicable calculation method into the relevant agreement with the customer; in the absence of such agreement, the calculation method as per a) above shall apply. The interest rate for deposits and loans respectively will be determined in the agreement with the customer; in the absence of such agreement, the rates stipulated in the List of Conditions shall apply. The Bank shall inform the customer on the minimum deposits and any changes thereof by means of the List of Conditions.

#### (3) Begin and end of interest calculation

The Bank calculates interest beginning with the initial value date of the deposit. The last day of the interest calculation period is:

- for sight deposits the day of withdrawal
- for term deposits: the last day of the term (for early withdrawal see #13.(6)).

Unless otherwise agreed to, the Bank credits the account with accrued interest on the last day of each month; if the last day of the month is a Saturday, Sunday, national or bank holiday, then interest is credited on the next valid business day.

Unless otherwise agreed to, the Bank credits the account of its private customers with accrued interest on the last day of each quarter; if the last day of the quarter is a Saturday, Sunday, national or bank holiday, then interest is credited on the next valid business day.

#### (4) Changes in interest and charges

With respect to the changes of interests, fees and charges point 1 section (2)-(3) shall be applicable.

#### (5) Customer's right of termination in case of changes in interest and charges

Interest adjustments and changes in charges and fees will be notified to the customer by the Bank according to point 1 section (3). If the modification of the interests and/or charges is unfavourable to the Customer, the customer may, with respect to payment services, terminate the affected agreement with immediate effect in accordance with the Bank's General Business Conditions for Payment Services.

(6) Early withdrawal

Early withdrawal by the customer of term deposits before the end of the period results in a loss of the agreed interest.

(7) External out-of-pocket expenses

The customer shall bear all external out-of-pocket expenses which occurred due to a reason outside the Bank's control and connected directly to the service provided to the customer and are incurred when the Bank provides the service requested by the customer, carries out the instructions, acts in the presumed interests of the customer, enforces its claims against the customer or when security is furnished, administered, released or realised. The amount of the external out-of-pocket expenses to be paid by the customer shall not be higher than the amount to be paid by the Bank with respect to external costs, expenses, charges, public duties.

(8) Default interest

In case of customer default on the interest or principal of a loan, the customer is obligated - in the absence of any other agreement - to pay interest of 6% p.a. over and above the interest rate of the loan for the entire time of default. In case of customer default of other payment obligations, the Bank will charge interest at a rate double the base rate of the National Bank of Hungary.

(9) Effective yield

The current effective yield will always be published with the List of Conditions and indicated on the individual deposit agreement.

(10) List of Conditions

Interests shall be payable and fees and commissions shall be charged, except otherwise agreed by the Parties, in accordance with the Bank's List of Conditions as amended from time to time. The costs of termination of an account are also published in the List of Conditions.

## **SECURITY FOR THE BANK'S CLAIMS AGAINST THE CUSTOMER**

### **14. Providing or increasing of security**

(1) Right of the bank to request security

The Bank may demand that the customer provide the usual forms of security for any claims that may arise from the banking relationship, even if such claims are conditional (e.g.

indemnity for amounts paid under a guarantee issued on behalf of the customer). If the customer has assumed a liability for another customer's obligations towards the Bank (e.g. as a surety), the Bank is entitled to demand that security be provided or increased for the debt resulting from such liability even before the maturity of the debt. The right of the Bank to request security or an enhancement of security is valid and considered independent from the securities made available to the Bank under #15 and #16 of these General Business Conditions.

## (2) Changes in the risk

If the Bank, upon the creation of claims against the customer, has initially dispensed wholly or partly with demanding that security be provided or increased, it may nonetheless make such a demand at a later time, provided, however, that circumstances occur or become known which justify a higher risk assessment of the claims against the customer. This may, in particular, be the case if in the opinion of the Bank

- the economic status of the customer has changed or threatens to change in a negative manner, or
- the value of the existing security has deteriorated or threatens to deteriorate.

## (3) Setting a time period for providing or increasing security

The Bank will allow adequate time to provide or increase security. If the Bank intends to make use of its right of termination without notice according to No. 20 (3) of these Business Conditions, should the customer fail to comply with the obligation to provide or increase security within such time period, it will draw the customer's attention to this consequence before doing so.

## (4) Duty to notify

The customer is obligated to notify the Bank immediately as to any circumstance which negatively effects or could effect the customer's ability to meet the Banks claims. The duty to notify the Bank exists especially when the customer has or is about to undergo bankruptcy or liquidation or compulsory enforcement proceedings.

## (5) Right to Gratification

The Bank is authorized to use collateral such as security deposits or pledged assets to satisfy claims due against the customer, or to maintain such assets, or return them to the customer.

# 15. Security and pledge in favour of the Bank

## (1) Agreement on the security deposit

The customer and the Bank agree that any cash, securities and other financial instruments that have come or may come into the possession of a domestic office of the Bank within the scope of banking business on the customer's behalf, as well as any credit balances of the customer with the Bank shall serve as security in the form of collateral ("óvadék") according to Hungarian Civil Law. The customer shall be entitled to freely dispose over the subject of the security until the Bank sends a notice about realization and/or blocking of the subject of the security deposit.

## (2) Agreement of the pledge

The customer and the Bank agree that the bank acquires a pledge on objects of value in any form (e.g. collective custody accounts, bills of lading, warehouse receipts, shipping notes, syndicate participations, stock subscription rights, and other rights in any form) belonging to the customer and which are not a part of the security deposit described in #15(1) above, which, within the scope of banking business, have come or may come into the possession of a domestic office of the Bank. The Bank also acquires a pledge on any claims which the customer has or may in future have against the Bank arising from the banking relationship.

## (3) Secured claims

The pledge and security deposit serve to secure all existing, future and contingent claims arising from the banking relationship which the Bank with all its domestic offices is entitled to against the customer. If the customer has assumed a liability for another customer's obligation towards the Bank (e.g. as a surety), the pledge and the security deposit shall secure the debt resulting from the liability incurred even before the debt matures.

## (4) Exemptions from the pledge and security deposit

If funds, securities, savings deposits or other objects of valuable of any type come into the power of disposal of the Bank under the reserve that they may only be used for a specified purpose (e.g. deposit of cash for payment of a bill of exchange), the bank's pledge and security deposit do not extend to these assets. The same applies to shares issued by the Bank itself (own shares). Moreover the pledge and security deposit extend neither to the profit - participation rights/profit - participation certificates (Genußrechte/Genußscheine) issued by the Bank itself nor to the Bank's subordinated obligations whether or not evidenced by certificates.

## (5) Interest and dividend coupons

If securities are subject to the Bank's pledge or security deposit, the Bank is not obliged to deliver the interest and dividend coupons pertaining to such securities to the customer.

## (6) Gratification from security deposit

The Bank has the unconditional right to gratify its claims against the customer directly from the existing security deposit in the amount of the claim, if the customer does not meet its obligations to the Bank in the agreed upon manner. In this respect the customer's duty to notify the Bank described in #14(4) is also considered an obligation.

## 16. Security interests in items for collection and discounted bills of exchange

### (1) Pledge and Security Deposit

The Bank acquires a security deposit according to #15 of these General Business Conditions or, in case legal requirements forbid the use of a security deposit or direct gratification by the Bank from such a security deposit is not possible, a pledge over any cheques and bills of exchange deposited for collection at the time such items are deposited. The Bank acquires absolute ownership of discounted bills of exchange at the

time of the purchase of such items. The Bank has the right to debit the customer's account for the full amount when gratifying its claim for compensation.

(2) Assignment by way of security

The claims from the original transaction or future transactions underlying the cheques and bills of exchange shall pass to the Bank simultaneously with the acquisition of ownership in the cheques and bills of exchange; the claims also pass to the Bank if other items are deposited for collection (e.g. direct debits, documents of commercial trading).

(3) Special-purpose items for collection

If items for collection are deposited with the Bank under the reserve that their countervalue may only be used for a specified purpose, the pledge, security deposit or the assignment of ownership by way of security does not extend to these items.

(4) Secured claims of the Bank

The pledge, security deposit and the assignment of ownership by way of security serves to secure any claims which the Bank may be entitled to against the customer arising from the customer's current account when items are deposited for collection or arising as a consequence of the re-debiting of unpaid items for collection or discounted bills of exchange. Upon request of the customer, the Bank re-transfers to the customer (releasing at the same time its pledge and security deposit) such items and claims that have passed to it if it does not, at the time of such request, have any claims against the customer that need to be secured or if it does not permit the customer to dispose of the countervalue of such items prior to their final payment.

17. Limitation of the claim to security and obligation to release

(1) Cover limit

The Bank may demand that security be provided or increased until the realisable value of all security corresponds to the total amount of all claims arising from the banking business relationship (cover limit).

(2) Release

If the realisable value of all security exceeds the cover limit on a more than temporary basis, the Bank shall, at the customer's request, release security items as it may choose in the amount exceeding the cover limit; when selecting the security items to be released, the Bank will take into account the legitimate concerns of the customer or of any third party having provided security for the customer's obligations. To this extent, the Bank is also obligated to execute orders of the customer relating to the items subject to the pledge (e.g. sale of securities, repayment of savings deposits).

(3) Special agreements

If for a specific security item assessment criteria other than the realisable value, another cover limit or another limit for the release of security have been agreed, these other criteria or limits shall apply.

## 18. Realisation of security

In case of realisation, the Bank may choose between several security items. When realising security and selecting the items to be realised, the Bank will take into account the legitimate concerns of the customer and any third party who may have provided security for the obligations of the customer.

## **TERMINATION**

### 19. Termination right of the customer

#### (1) Right of termination at any time

Unless the Bank and the customer have otherwise agreed to a term or a termination provision, the customer may at any time, without notice, terminate the business relationship as a whole or particular business relationships.

#### (2) Termination for reasonable cause

If the Bank and the customer have agreed on a term or a termination provision for a particular business relationship, such relationship may only be terminated without notice if there is reasonable cause therefore which makes it unacceptable to the customer to continue the business relationship, after having given due consideration to the legitimate concerns of the Bank.

### 20. Termination rights of the Bank

#### (1) Termination upon notice

Upon observing an adequate notice period, the Bank may at any time terminate the business relationship as a whole or particular relationships for which neither a term nor a termination provision has been agreed. In determining the notice period, the Bank will take into account the legitimate concerns of the customer.

#### (2) Termination of loans with no fixed term

Loans and loan commitments for which neither a fixed term nor a termination provision has been agreed may be terminated at any time by the Bank without notice. When exercising this right of termination, the Bank will give due consideration to the legitimate concerns of the customer.

#### (3) Termination for reasonable cause without notice

Termination of the business relationship as a whole or of particular relationships without notice is permitted if there is reasonable cause which makes it unacceptable to the Bank to continue the business relationship, after having given due consideration to the legitimate concerns of the customer. Such cause is given in particular if the customer has made incorrect statements as to the customer's financial status, provided such statements were of significant importance for the Bank's decision concerning the granting of credit or other operations involving risks for the Bank, or if a substantial deterioration occurs or threatens

to occur in the customer's financial status, jeopardizing the discharge of obligations towards the Bank. The Bank may also terminate the business relationship without notice if the customer fails to comply, within the required time period allowed by the Bank, with the obligation to provide or increase security according to No. 14 (2) of these Business Conditions or to the provisions of some other agreement.

#### (4) Settlement following termination

The Bank shall allow the customer a reasonable time period for the settlement, in particular for the repayment of a loan, unless it is necessary to attend immediately thereto.

### **PROTECTION OF DEPOSITS**

#### 21. German Compensation Schemes

Deposits with Deutsche Bank AG Hungary Branch are subject to the German compensation scheme of Entschädigungseinrichtung Deutscher Banken GmbH (EdB), the statutory compensation scheme of German commercial banks for deposits and investments, as well as to the Deposit Protection Fund of the Association of German Banks (Einlagensicherungsfonds des Bundesverbands deutscher Banken e.V.).

#### (1) German deposit and investor protection scheme (Entschädigungseinrichtung deutscher Banken GmbH - EdB)

The German Deposit Guarantee and Investor Compensation Act (Einlagensicherungs- und Anlegerentschädigungsgesetz - EAEG) implemented Directive 94/19/EC of the European Parliament and of the Council on deposit guarantee schemes and Directive 97/9/EC of the European Parliament and of the Council on investor-compensation schemes. According to this Act, deposits and liabilities arising from investment business at the private commercial banks are protected by the Entschädigungseinrichtung deutscher Banken GmbH (EdB), (Burgstraße 28, 10178 Berlin, Germany, [www.edb-banken.de](http://www.edb-banken.de)).

#### **a) Right to compensation**

All private individuals as well as partnerships and small corporations are entitled to compensation. Not protected are deposits of banks and financial services institutions, insurance enterprises and medium-sized and large corporations or deposits of public authorities.

#### **b) Scope of the claim to compensation**

The EdB protects:

- deposits up to a limit of € 100,000 and
- 90 % of liabilities arising from investment business, limited to the equivalent of € 20,000.

#### **c) Compensation procedure**

Creditors are notified immediately that compensation is payable. A claim to compensation must be submitted in writing by the customer to the EdB within one year of notification that compensation is payable. After expiry of this period, a claim to compensation can, as a

rule, no longer be asserted. A claim to compensation is barred under the Statute of Limitations after a period of five years. Disputes about the reasons for, and the amount of, a claim to compensation may be settled through civil proceedings in German courts.

(2) Deposit Protection Fund of the Association of German Banks  
(Einlagensicherungsfonds des Bundesverbands deutscher Banken e.V. (BdB))

The Deposit Protection Fund fully secures the deposits of every customer at the private commercial banks up to a ceiling of 30 % of the relevant liable capital of each bank as of the date of the last published annual financial statements. This protection extends to all “deposits held by on-banking institutions”, i.e. deposits held by private individuals, business enterprises and public bodies. The deposits protected are for the main part demand, term and savings deposits and registered savings certificates. Liabilities in respect of which bearer instruments, e.g. bearer bonds and bearer certificates of deposit, have been issued by a bank are, on the other hand, not protected. The Deposit Protection Fund only covers deposits and depositors of and to the extent that these are not already secured by the EdB.

Deutsche Bank AG is a member of the German deposit and investment protection scheme as described above in (1) and (2). Details of the German deposit and investment protection scheme can be accessed through the website of Deutsche Bank AG Hungarian Branch, at [www.db.com/hungary](http://www.db.com/hungary) under topic „German Deposit and Investment Protection”.

(3) In connection with deposits the Bank manages the following customer data:

Personal data of individuals:

- a) full name and maiden name;
- b) place and date of birth
- c) mother's name;
- d) domicile and/or residence;
- e) number of the personal identification document;
- f) tax identification code.

The bank is entitled to manage and handle in its own registration systems the personal data given by the Customer. The Bank protects these personal data according to the Act on personal data protection.

Data of organizations:

- a) company name (short and full)
- b) registration number
- c) tax number
- d) statistical number
- e) registered office, business premises, branch offices
- f) identification data, position, specimen signature sheet of the company's representatives

The Customer is obliged to inform the Bank without delay of the changes in the identification data given by him to the Bank.



## 22. Introduction of the Euro

As of 1<sup>st</sup> January, 2002, the currencies of the countries which are participating in the European Economic and Monetary Union ("participating currencies") have been replaced by the Euro. After this date the using the units of the participating currencies will no longer be possible and all services and all existing contracts are automatically changed over to Euro.

All contracts which include liabilities to pay and which are denominated in units of the participating currencies and are due after 1<sup>st</sup> January, 2002 or such liabilities whose terms or aftermaths last until after this date will have to be fulfilled in Euro. As a result all amounts which are mentioned in contracts and which are designated in participating currencies are converted into the Euro on the basis of the officially fixed exchange-rate. Starting from 1<sup>st</sup> January 2002 each reference to a participating currency contained in a contract of whatsoever kind will be replaced by a reference to the Euro based on the officially fixed exchange-rate.

The above mentioned changes do not affect the validity and the continuity of contracts which are denominated in participating currencies and therefore don't release the debtor from its obligations; furthermore these changes do not give right to the non-fulfilment of any obligation entered into and do not give the right to any party to amend a contract unilaterally, to terminate it or end it in any other way.

## 23. Outsourced activities

The Bank is entitled to use subcontractors in connection with the financial, auxiliary financial, investment and auxiliary investment services provided by the Bank (outsourcing). The range of activities outsourced by the Bank and the enterprises involved in such activities are listed in Appendix No. 2 of these General Business Conditions.

## Applicable provisions

In addition, the provisions of the Civil Code of Hungary and the provisions relating to banking business shall apply.

Budapest, October 1, 2013

**BUSINESS HOURS**  
**OF DEUTSCHE BANK AG HUNGARY BRANCH**

*Monday – Thursday:* 8.30 – 15.00

(Cashier's Desk)

8.30 – 16.30  
(Office)

Friday: 8.30 – 14.30

Lunchbreak at Cashier's Desk: daily between 13.00-13.30

By appointment also after business hours.

## Outsourced activities

The following activities connected to the services provided by the Bank are fulfilled by the enterprises listed below within the framework of outsourcing, according to Section 13/A of the Act on Credit Institutions and Financial Enterprises:

1.) printing, enveloping and postage services related to account statements:

DB Print GmbH  
Friedrich-Kahl-Strasse 10, 60489 Frankfurt am Main, Germany

2.) automatic account reconciliation:

DBOI Global Services (UK) Limited  
(Winchester House 1 Great Winchester Street, EC2N 2DB, London, Egyesült Királyság )

3.) maintenance, system supervisory, support, operational security and other tasks connected to the operation of the Bank's analytic and general ledger system DB-Internet:

Deutsche Bank AG  
(Taunusanlage 12, 60325 Frankfurt am Main, Germany)

Vendors to Deutsche Bank AG:

Tata Consultancy Services Ltd.  
Air-India Building, 11th Floor,  
Nariman Point,  
Mumbai - 400 021.

Tata Consultancy Services Netherlands BV  
Atrium, Stravinskylaan 3089  
1077 ZX Amsterdam, The Netherlands

4.) payment processing and the capturing and maintenance of customer and account related static data:

DB Service Centre Limited  
(Block D, Abbey Court, Irish Life Centre, Lower Abbey Street, Dublin 1, Ireland)

5.) document archiving, management and related tasks:

IRON MOUNTAIN MAGYARORSZÁG Kft.  
(2360 Gyál, Prologis raktár HRSZ 7100)

6.) Technical and information technology tasks of embargo-related filtering of incoming and outgoing SWIFT and GIRO messages, as well as tasks of collecting, validating and documenting of information and data related to transactions of customers filtered out by the Bank's anti-money laundering research system:

Deutsche Bank AG  
Taunusanlage 12, 60325 Frankfurt am Main, Germany)

Vendors to Deutsche Bank AG:

DB Service Centre Ltd.  
Block D, Abbey Court, Irish Life Centre, Lower Abbey Street, Dublin 1, Ireland

DB OI Global Services Private Ltd.  
Block 8, Velankani Tech Park, Electronic City Phase II, No.43  
Hosur Road, Bangalore - 560 100, India

7.) Payroll, personal income tax and social security administrative tasks:

MEMOLUX Kft.  
(1142 Budapest, Erzsébet királyné útja 125)

8.) Certain tasks related to the preparation of group financial reporting and group regulatory reporting:

Deutsche Services Polska z.o.o.  
(al. Armii Ludowej 26 00-609 Varsó, Lengyelország)

# Information Memorandum on the Central Credit Information System

This is to inform our corporate customers about the purpose of the Central Credit Information System (CCIS), customer data transferred to the CCIS, remedies available to customers, and manner and scope of data provision from the CCIS.

## 1. The Central Credit Information System (CCIS)

Operation of the CCIS, data transfer to and from the CCIS, as well as available remedies are regulated in Act CXXII of 2011 on the Central Credit Information System.

The purpose of the data transfer to CCIS is to facilitate a more differentiated assessment of credit worthiness, and to facilitate a more prudent lending environment and the mitigation of lending risks in order to ensure a secure operation of debtors and other reference data providers.

CCIS is operated by Bankközi Informatikai Szolgáltató Zrt. (H-1205 Budapest, Mártonffy utca 25-27. Phone: 361-421-2505; [www.bisz.hu](http://www.bisz.hu)).

## 2. Transfer of data to the CCIS

**The Bank as reference data provider is obliged to transfer to the CCIS the reference data of corporate customers that**

- (i) enter into an agreement with the Bank for financial services, investment loan or securities lending;
- (ii) fail to meet their payment obligation deriving from the contract mentioned in (i) above and the due and unpaid debt is has been outstanding for a period of more than 30 days;
- (iii) have payables in excess of HUF 1 million for a continuous period over 30 days in queue on the company's account kept with the Bank;
- (iv) change in the data transferred previously to CCIS.

## 3. Customer's Reference Data stored in the CCIS

**Reference data of business enterprises**

### 3.1 General reference data:

company name; seat; registration number; identification number of private entrepreneur; tax number.

### 3.2 Data of financial service contract:

contract type and reference number; contract date, maturity date and termination date; way of contract termination; contractual amount; installment amount and currency and repayment method; date of events defined in point 2 (ii)-(iii); due and unpaid debt at the time of events defined in point 2 (ii)-(iii); manner and date of termination of due and unpaid debt; transfer of the claim to another reference data provider; reference to litigation; fact and date of pre-payment, pre-paid amount and amount and currency of outstanding principal debt; amount and currency of outstanding principal debt.

### 3.3 Data of accounts on which payables are in queue:

contract reference number; amount and currency of payables in queue; first and last day when payables were in the queue; reference to litigation.

Data are managed by CCIS for a period of five years.

## 4. Providing Data from CCIS

Upon transfer of reference data to CCIS, all reference data can be transferred by CCIS to other reference data providers (i.e. to other banks and investment service providers) for the purpose defined in point 1, provided the customer has consented thereto via the declaration at the end of this Memorandum. For data transfers based on point 2 (ii)-(iv), no customer consent is required.

Data may also be provided upon request from the registered person regarding his data in the CCIS.

**Deutsche Bank AG  
Hungary Branch**

We acknowledge the information provided above.

The transfer by CCIS of our reference data stored by CCIS to other reference data providers according to point 4 is hereby

☐ approved. ☐ not approved.

.....  
Place

.....  
Date

.....  
Customer

(Legally binding signature(s) and company stamp)