General Terms and Conditions
ING Bank N.V. Hungary Branch

Effective date: 20 July 2026

Full name of the Bank:	ING Bank N.V. Hungary Branch (acting in the name and on behalf of ING Bank N.V.)
Registered office of the bank:	Dózsa György út 84/B. H-1068 Budapest Hungary
Postal address:	P.O. Box 320 H-1461 Budapest, Hungary
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SWIFT:	INGB HUHB
Reuters code:	INGA
Registration number:	01-17-000547
Language of communication:	Hungarian

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PREAMBLE

Permitted business activities:

De Nederlandsche Bank has authorised ING Bank N.V. to pursue any business activities listed 1-14 under Annex 1 of Directive 2006/48/EC of the European Parliament and of the Council relating to the taking up and pursuit of the business of credit institutions. Pursuant to the Directive 2006/48/EEC and Act No. CCXXXVII of 2003 on credit institutions and financial enterprises ("Banking Act") the Hungarian Financial Supervisory Authority, as predecessor of the National Bank of Hungary, has issued a notice No. 40468/4/2008 in which it has declared that ING Bank N.V. Hungary Branch is authorised to conduct any of the above listed business activities.

I. Introductory Provisions

1. The General Terms and Conditions and its acceptance, other documents applied by the Bank

1.1.

These General Terms and Conditions hereunder (hereinafter referred to as the "**GTC**") shall govern the businesses and business relations between ING Bank N.V. with its registered head office at Bijlmerdreef 106, 1102 CT, Amsterdam, The Netherlands, registered under number 33031431 at the Trade Register of the Chamber of Commerce and Industries for Amsterdam, acting through ING Bank N.V. Hungary Branch (proceeding on behalf of its founder ING Bank N.V.), established under the laws of Hungary, with its registered office at 1068 Budapest, Dózsa György út 84/B, registered under number Cg.: 01-17-000547 at the Metropolitan Court acting as Court of Registration and authorised and regulated in Hungary by the National Bank of Hungary (H-1054 Budapest, Szabadság tér 8-9., address of the in-person customer service: 1122 Budapest, Krisztina krt. 6.; mailing address: National Bank of Hungary, 1850 Budapest; website: http://felugyelet.mnb.hu) (hereinafter referred to as the "**Bank**") and its clients (hereinafter referred to as "**Client**" or "**Clients**") (hereinafter referred to as a "**Party**" or collectively as "**Parties**").

1.2.

Depending on the type of service provided by the Bank, in addition to the GTC, further general contractual terms and conditions shall apply to the relevant service, in particular the Wholesale Banking Conditions (hereinafter referred to as the "**Wholesale Banking Conditions**") and the Wholesale Banking Terms of Business for Investment Services (hereinafter referred to as „**Wholesale Banking Terms of Business for Investment Services**"). The Lists of Terms and Conditions for Corporate Clients published by the Bank (hereinafter referred to as the "**List of Terms and Conditions**") shall provide for the financial and certain other terms of non-individual transactions entered into between the Parties (the GTC, the Wholesale Banking Conditions, the Wholesale Banking Terms of Business for Investment Services, and the List of Terms and Conditions hereinafter collectively referred to as the „**General Contractual Terms and Conditions**"). Where the Parties record their agreement in writing, their legal relationship shall be governed primarily by the relevant agreement (hereinafter referred to as the "**Agreement**"), and further by the Wholesale Banking Conditions or the Wholesale Banking Terms of Business for Investment Services applicable to the relevant type of transaction; while any matters not regulated therein shall be governed by the General Terms and Conditions. In the event of any conflict or discrepancy between the provisions of (i) the Agreement, (ii) the Wholesale Banking Conditions, (iii) the Wholesale Banking Terms of Business for Investment Services, and (iv) the GTC, the document listed earlier herein and the relevant provision thereof, shall prevail.

1.3.

All services offered and provided by the Bank are governed by the General Contractual Terms and Conditions, even if the agreement relating to a given service is not concluded in written form. Unless expressly otherwise agreed in writing by the Bank and the Client, the terms of the General Contractual Terms and Conditions shall apply to the agreements or other business relationships between the Bank and the Client.

1.4.

A full and accurate copy of the General Contractual Terms and Conditions shall be made available at the offices of the Bank during the Bank's regular business hours, and upon request, a copy thereof shall be provided to the Client. If such is required by laws regarding the service provided to the Client, the Bank shall provide the Client with the General Contractual Terms and Conditions on durable medium. It shall be deemed by the Bank in each banking relationship with the Client that the Client is in possession, has full knowledge of and, unless the Bank is notified otherwise in writing by the Client before the execution of any transaction by the Bank, has agreed to each and any term of the General Contractual Terms and Conditions and the Bank may faithfully rely upon such agreement of the Client.

2. Amendment of the General Contractual Terms and Conditions

2.1.

Under the General Terms and Conditions, the Bank is entitled to unilaterally amend to the disadvantage of the Client, the interest, fees or other contractual conditions upon the occurrence of the conditions and circumstances set out in Chapter I. Section 2 Subsection 2.3.

2.2.

The Bank shall publish the unilateral amendment - which is unfavourable to the Client - affecting the interest rate or fee in a notice, at least 2 months prior to the effective date of the amendment, and, in the case of electronic commercial service, the Bank shall also make the information on the amendment available to the Client electronically in a continuously and easily accessible format (on the webpage https://www.ingwb.com/). The Bank may also notify the Client directly, if in the Bank's opinion if the nature of the amendment so justifies.

2.3.

Conditions and circumstances giving rise to the unilateral amendment of the General Contractual Terms and Conditions

2.3.1. **Changes in legal and regulatory environment:**

2.3.1.1. changes in the legislation, mandatory legal acts of the European Union, rules related to public burden (e.g. payment of duties and taxes), transaction fees, provisions of the central bank and other regulators, changes in regulatory requirements or other regulations binding on the Bank, including;

2.3.1.2. any relevant Hungarian or Dutch legislation, administrative or central bank measure or provision, or any change in its judicial or administrative interpretation;

2.3.1.3. changes in domestic and international regulations related to customer identification, the prevention of money laundering and terrorist financing, and restrictive measures affecting the financial sector;

2.3.1.4. any additional costs caused to the Bank in connection with the execution of the contract due to the Bank's compliance with any current or subsequent central bank or official request;

2.3.1.5. the unfavourable change in the amount or fee of Deposit Guarantee Scheme (hereinafter referred to as the: "**Deposit Guarantee Scheme"**), or the mandatory reserve rules;

2.3.1.6. mandatory introduction of a service required by law, or changing the conditions of an existing service.

2.3.2. **Changes in domestic or international money or capital market conditions or the macroeconomic environment:**

2.3.2.1. changes in domestic and foreign financial market conditions;

2.3.2.2. changes in the central bank base rate, central bank repo (refinancing) or deposit rates, increase in the yield on government securities, changes in capital requirements;

2.3.2.3. changes in money or capital market interest rates, refinancing and reference interest rates;

2.3.2.4. failure to quote the reference interest rate for the given interest period on any interest quote date;

2.3.2.5. the increase or separation of the base interest rate from the Bank's cost of funds;

2.3.2.6. unfavourable change in money market funding opportunities;

2.3.2.7. an increase in the country risk reflecting Hungary's political and economic situation (downgrade by a recognized external credit rating organization);

2.3.2.8. changes in the pricing of the Credit Default Swap (hereinafter referred to as the: "**CDS**") of Hungary;

2.3.2.9. movement of the relevant exchange rate, change in the convertibility of the HUF or any currency, or their devaluation or appreciation, especially changes in the forint-euro exchange rate;

2.3.2.10. changes in the conditions applied in the interbank market, including changes in money market interest rates and loan interest rates;

2.3.2.11. unfavourable movement of bond and SWAP yield curves issued by the Hungarian State or the Bank in relation to each other;

2.3.2.12. a change in the yield of a publicly issued security providing refinancing, or a change in the risk classification of its issuer by a recognized external credit rating organization, or a change in the costs associated with such classification;

2.3.2.13. a change in the CDS assessment of the Bank or the ING banking group;

2.3.2.14. complete or partial freezing of money and capital markets, temporary or permanent cessation of liquidity (market disruption event), formation of pricing distortions, temporary or permanent shutdown of the domestic or international interbank payment system.

2.3.3. **A change in the Bank's operating costs and operating conditions related to the provision of services**

2.3.3.1. changes in the consumer price index published by the KSH (Hungarian Central Statistical Office);

2.3.3.2. changes in the rates or amount of fees and costs of third-party service providers used by the Bank, specified in the contract or established by law (e.g. changes in the fees of outsourced activities, GIRO Zrt., OBA);

2.3.3.3. additional costs incurred by the Bank as a result of the infrastructural development carried out at the Bank in order to provide, improve or introduce a new service;

2.3.3.4. the incurrence of additional costs by the Bank as a result of changes in the procurement and usage costs of facilities, equipment and applications used by the Bank for the purpose of providing services, including, in particular changes in the fees for postal, telecommunications and IT services, cloud-based hosting services, utility service fees and facility operation costs;

2.3.3.5. an increase in the Bank's personnel costs;

2.3.3.6. an increase in the fees for services provided by cash-in-transit, cash processing and other companies involved in the payment services used by the Bank;

2.3.3.7. an increase in cash handling fees charged by the National Bank of Hungary (hereinafter referred to as the: "**MNB**"); the incurrence of additional costs by the Bank as a result of new money handling and processing requirements;

2.3.3.8. changes in the Bank's business policy, raising the fees and costs of services provided at a price below the cost of the given service to the operating cost level due to business policy or other reason; or

2.3.3.9. the introduction of services related to new financial products provided by the Bank to the Clients, as well as the modification, expansion or development of services related to existing products, or the phase out, suspension or termination of a product or service.

2.3.4. **Changes in conditions affecting the Bank's risk exposure:**

2.3.4.1. an unfavourable change in the risk relating to the service provided by the Bank or to the Client, in particular any adverse change in the

Client's ability or willingness to pay, in the value, enforceability or realisability of collateral, or any breach of contract by the Client;

2.3.4.2. the incurrence of additional costs by the Bank due to the following events: (i) the use of the loan that does not comply with the original loan purpose, (ii) any impairment in the value of securities or collaterals, (iii) change in the Client's rating determined by an external credit rating organization, (iv) deterioration of financial indicators (including, in particular but not limited to, a decrease in operating profit or equity, an increase in external indebtedness) of the Client, or of the owner of the Client as defined in the agreement, or if its parent company within according to the Accounting Act;

2.3.4.3. changes in the Bank's IT systems, internal processes, procedural, operational and risk policies.

2.3.5. **Other conditions and circumstances set out in the General Contractual Terms and Conditions or in the Agreement.**

2.4.

If the Client does not agree with the amendment of the General Contractual Terms and Conditions and has notified the Bank thereof in writing prior to the entry into force of the proposed amendment, the Client shall be deemed to have terminated its agreement with the Bank in accordance with the terms applicable to the relevant agreement, or, in the absence thereof, with effect as of the date on which the amendment enters into force. In this case, the Bank and the Client shall be obliged to settle accounts with each other no later than by the end of the termination period, and the Client shall be obliged to fully settle all outstanding amounts owed to the Bank. Should the Client fail to object to the amendment in writing by the date of such amendment entering into force, such amendments shall be considered to be accepted by the Client.

2.5.

The Bank may modify General Contractual Terms and Conditions unilaterally if the amendment is not unfavourable to the Client.

3. Due care

3.1.

It shall be assumed, and the Parties may faithfully rely upon the fact, that each and any of the Parties shall act with professional care of the highest level at all times. Subject to the General Contractual Terms and Conditions, the Bank undertakes to comply with the orders and instructions received from the Client and shall execute them in conformity with the generally accepted professional standards. The Bank may rely on any information given by the client in connection with (including, but not limited to) the underlying reasons for the legal transaction, the reliability of financials and the intended usage of the loan. The Bank shall not be obliged, even if it may be entitled, to carry out separate investigations, unless it is required to do so by law. The Bank shall not be held liable for any act or omission resulting from information or instructions provided by the Client, or, as the case may be, from the absence thereof.

4. Responsibility for the compliance with Law

4.1.

The Parties are subject to and shall comply with the laws of Hungary, the Kingdom of the Netherlands and in certain cases, the laws of other countries. The Bank shall not be liable for the Client's non-compliance with the law, including the lack of sufficient licenses required by law for certain transactions, or the Client's failure to fulfil its tax, customs, social security or similar obligations. In order to ensure compliance with the law the Bank shall be entitled to carry out certain actions without the approval of the Client that may be required by law. The Bank shall notify the Client thereof, without delay to the extent possible both the taking of and the failure to take such action, unless it may be reasonably presumed by the Bank that the Client acquired information on such action or the lack thereof, otherwise.

II. Instructions

1.1.

Where a document is not clear as to which Party it relates to, the Bank shall be entitled to act according to its own interpretation, provided that such interpretation is reasonable. Obvious typographical errors which do not cause confusion shall not be considered as defect of the Document.

1.2.

The Bank shall under no circumstances be liable for the consequences arising from the execution of any false or forged order or instruction. The Bank shall not be liable for any damage or loss resulting from any incorrect data contained in an order. If the incorrect data is identified prior to the execution of the order, the Bank shall return the order to the ordering party and request the provision of the correct data.

1.3.

The time of submission of an order shall be deemed to be the date on which the Bank receives the order. The Bank shall be obliged to accept orders – excluding orders relating to the execution of payment transactions, which are governed by the Wholesale Banking Conditions – only during its normal business hours. If the Bank accepts an order submitted outside its normal business hours, such order shall be deemed to have been received on the next banking day. The Bank must receive the Client's orders at such time as allows sufficient time for their execution. The Bank shall not be liable for any damage or loss arising from the delayed execution or non-execution of orders in respect of which sufficient time for execution was not made available to the Bank.

1.4.

The Client shall indemnify the Bank against any and all damage or loss suffered by the Bank which directly or indirectly results from the Bank acting in accordance with any notice sent to the Bank by or on behalf of the Client (or appearing to have been sent by or on behalf of the Client). The Client shall not be entitled to make any claim against, nor initiate any proceedings against, the Bank or any of its employees in respect of any damage or loss suffered by the Client as a result of the Bank acting in accordance with any notice sent to the Bank by or on behalf of the Client (or appearing to have been sent by or on behalf of the Client). Unless otherwise agreed, any notice transmitted by telephone shall be confirmed in writing. If the Client fails to provide such confirmation, the Bank shall not be liable for any damage or loss arising from the Bank acting in accordance with the unconfirmed notice.

III. Place and time of execution, default interest

1.1.

Unless agreed otherwise, the place of execution of payments and obligations arising in the course of business transactions between the Parties shall be the branch of the Bank maintaining the Client's account, or in the absence of such an account, the registered office of the Bank.

1.2.

If the Client fails to pay any amount payable by it to the Bank on its due date (including original, accelerated or any other due date), the Client shall be obliged to pay default interest on the unpaid amount. In the case of a claim denominated in Hungarian forints, the rate of default interest shall be equal to the applicable central bank base rate increased by 7 percentage points per annum. In the case of default in respect of an amount denominated in a foreign currency, the rate of default interest shall be equal to the relevant interbank market daily reference rate applicable to the relevant currency increased by 7 percentage points per annum. In the case of default in an amount denominated in USD, the rate of default interest shall be equal to the daily (overnight) SOFR quoted for USD increased by 7 percentage points per annum.

IV. Deposits

1.1.

Based on the instruction of the Client, the positive balance of any bank account may be fixed in full or in part as a deposit for periods specified in the List of Terms and Conditions, the Bank shall pay interest or, in the case of negative interest, reduce the amount of the deposit by the amount of such negative interest. The Client shall be obliged to ensure that the amount of the deposit is fully available on the Bank account designated by the Bank on the date of fixing. If the Client fails to comply with this obligation and the Parties do not agree otherwise, no agreement on the placement of deposit shall be concluded between the Bank and the Client, accordingly, the Bank shall be entitled to delete the Client's deposit placement order from its records and to debit the Client's bank account with the amount of any costs incurred or losses suffered as a result thereof.

1.2.

The minimum amount that may be fixed as a deposit is set out in the List of Terms and Conditions. The first day of interest accrual is the day the deposit is fixed, the last day being the day preceding the maturity of the deposit.

1.3.

The interest rate specified in the List of Terms and Conditions in effect on the deposit fixing day, valid for the relevant deposit type, shall be applicable during the entire tenor of the deposit, unless the Client agrees otherwise with the Bank's Treasury Sales Department.

1.4.

The Client may terminate the deposit in full or in part before the end of the tenor. The termination by the Bank shall be taken into account on the relevant business day. The Bank does not pay interest for the breaking part of deposit, if the deposit is terminated by the Client before the end of the tenor. If the applicable interest rate is negative, the principal amount of the deposit is reduced in accordance with the negative rate on a pro-rata basis. The Bank shall credit the amount affected by the termination (reduced by the negative interest on a pro-rata basis if the negative interest is applicable) to the account of the Client held at the Bank, or in accordance with the Client's instruction shall transfer the amount to an account maintained with a third party. If the Client terminates the deposit in full or in part before the end of the tenor, the Client shall, upon demand by the Bank, reimburse the Bank for any costs incurred by the Bank due to the fact that the fundraising conditions on the markets prevailing at the time of termination would cause a loss to the Bank in respect of the remaining tenor of the deposit. In such case, the Client shall pay to the Bank an amount, which arises as the fundraising cost of the Bank for the amount of the deposit concerned with the termination for a period starting from the day on which the deposit is terminated and ending on the maturity date of the deposit. The Client accepts the calculation of the Bank regarding the above-mentioned cost and the Bank is not obliged to provide the Client with the methodology of the calculation and the data on which the calculation is based.

1.5.

The Bank hereby informs its Client that the calculation formula of the uniform interest rate indicator (hereinafter referred to as the: "**EBKM**") applied under the deposit agreements offered by it, is as follows:

(i) if the number of days remaining until the maturity of the deposit is less than 365 days, then;

$$\text{Elhelyezett betét} = \sum_{i=1}^{n} \frac{(k+bv)i}{1 + r \times (t_i / 365)}$$

or

(ii) if the number of days remaining until the maturity of the deposit is at least 365 days, and in the case of non-fixed or a deposit fixed for an indefinite term, then $\text{Elhelyezett betét} = \sum_{i=1}^{n} \frac{(k+bv)i}{(1+r)^{(t_i/365)}}$, where n: the number of interest payments; r: the EKBM expressed as a decimal; ti: the number of days remaining from the placement of the deposit until the i-th payment date; (k+bv)i: the amount of the interest earned and the deposit amount paid back at the i-th payment .

1.6.

The rate of interest payable on the daily positive closing balance of the bank account is set out in the List of Terms and Conditions.

*Interest calculation formula: daily positive (credit) balance * interest rate % / 360 days (365 days in the case of GBP and PLN)*

The payable interest shall refer to the total balance of the Bank account. Where the Bank applies a reference interest rate, the Parties agree that Bank may modify the exact value of such reference interest rates with immediate effect and without prior notice. To such modification the provisions regarding the amendment of the framework agreement do not apply.

V. Credits and loans

1.1.

Pursuant to a credit agreement (or an agreement to a similar effect) by and between the Parties, the Bank provides loans to the Client. Unless the Parties agree otherwise in the respective credit agreement, interest shall be due at the end of each calendar month, and the Client shall repay the loan in instalments or in a lump sum at maturity or upon demand by the Bank as set forth in the credit agreement (or an agreement to a similar effect).

1.2.

Unless agreed otherwise, the interest equals to the principal amount of the loan drawn multiplied by the number of days elapsed and the interest rate, divided by 360.

1.3.

The expenses and fees that the Bank may charge in connection with a credit, or a loan shall be included in the respective Agreement or in the List of Terms and Conditions.

1.4.

The Bank shall not be obliged, but shall be entitled, to examine the use of any amount disbursed to the Client as borrower under any loan or credit agreement, or to take any other measures in connection with such use.

VI. Foreign currency transactions

1.1.

If the Client purchases or sells a specified amount of one currency against another currency at a spot or forward exchange rate – in each case in accordance with the terms set out in the Offer of the Bank as defined in Chapter VI Subsection 1.4 relating to such transaction – the provisions of Chapter VI hereof shall apply.

1.2.

In case of a Spot Transaction the Client may, from time to time, purchase from or sell to the Bank a specified amount of one currency against another currency, in each case in accordance with the terms set out in the Offer of the Bank as defined below.

1.3.

In case of Forward Transactions, the Client may, from time to time, purchase from or sell to the Bank a specified amount of one currency against another currency, in each case at a forward exchange rate for forward value and in accordance with the terms set out in the Offer of the Bank.

1.4.

The Client may initiate the conclusion of a transaction (i) by telephone (i.e. orally), or (ii) via an electronic channel accepted and recorded by the Bank, including, in particular, but not limited to, the ING Trade system (in accordance with the provisions of the separate agreement entered into between the Client and the Bank in relation to the ING Trade system), as well as via Bloomberg or Reuters (i.e. electronically), by requesting the Bank to provide a quotation for the terms of a spot or forward foreign exchange transaction (hereinafter referred to as the "**Offer**"). The Bank shall be entitled, but not obliged, to provide an Offer in relation to the relevant foreign exchange transaction. The terms of the Offer shall be determined at the Bank's sole discretion. If the Client intends to conclude a foreign exchange transaction on the basis of the terms of the Offer, the Client must accept the Offer immediately. If the Client fails to accept the Offer without delay, the Bank shall not be obliged to conclude a foreign exchange transaction with the Client on the terms of such Offer. Where the Client accepts an Offer and the Bank confirms such acceptance, this shall constitute the conclusion of a foreign exchange transaction between the Bank and the Client on the terms of the Offer. The Bank shall provide the Client with a confirmation based on the Bank's accounting systems, containing the details of the foreign exchange transaction as set out in the Offer. The Bank shall be entitled (i) to request a written confirmation from the Client regarding the details of the relevant foreign exchange transaction, which the Client shall be obliged to provide; and (ii) to record telephone conversations between the Client and the Bank and to use such recordings as evidence in the event of any dispute relating to the terms of the relevant foreign exchange transaction.

1.5.

The Client shall provide the Bank with the names, positions and specimen signatures of those individuals who are authorised, in connection with Foreign Exchange Transactions, to request exchange rate quotations and to enter into Foreign Exchange Transactions on behalf of the Client. The Bank shall be entitled to assume that such individuals are who they claim to be, that their signatures appearing on documents delivered to the Bank are authentic (the Bank being under no obligation to verify such signature beyond the bounds of reasonableness) and that such individuals are authorised to enter into a Foreign

Exchange Transaction. Upon the Client's express request the Bank and the Client may agree in the use of a code which shall be used by the Client when requesting an Offer from the Bank, in which case the Bank shall provide an offer only if the person acting on behalf of the Client uses such password.

1.6.

On the Value Date of a Forward Transaction, based on the Client's choice submitted to the Bank in writing or in any other form accepted by the Bank no later than 9:00 a.m. at least two (2) business days prior to such Value Date, or by such shorter deadline unilaterally determined by the Bank:

1.6.1 the Client and the Bank shall be obliged to pay the other Party the full amount determined under a Forward Transaction at the agreed rate in the relevant currency; or

1.6.2 the Client shall be entitled to request the netting of payment obligations arising in connection with multiple foreign exchange transactions. If, on any Value Date, under two or more spot foreign exchange transactions and/or forward foreign exchange transactions, in the same currency, both the Bank and the Client would be obliged to make payments to each other, the mutual payment obligations shall be automatically set off against each other, and only the Party whose payment obligation was higher prior to such set-off shall be required to make a payment to the other Party, in an amount equal to the difference between the respective payment obligations.

1.7.

The Client shall make any payment due under the given Foreign Currency Transaction in full, in the currency applicable to such transaction, and without any deduction (including set-off, counterclaim or taxes), unless the Client is required by law. In which case the amount of each such payment shall be increased so that the Bank receives a net amount equal to that which it would have received if no such deduction had been made.

1.8.

In executing payment orders for the purchase or sale of foreign currency, the Bank may enter into agreements with third parties in the Bank's own name, without being obliged to inform the Client of the terms of such agreement.

1.9.

The Bank shall execute the exchange of foreign currency to HUF, HUF into foreign currency, or of one foreign currency into another foreign currency at the exchange rate determined and quoted by the Bank.

1.10.

The Bank shall not be held liable for any risk arising from the fluctuation of exchange rates in the course of executing international payments and foreign currency transactions; such risks shall be borne by the Client. If any costs or losses arise for the Bank as result of exchange rate fluctuations, the Client shall indemnify the Bank for such costs or losses.

VII. Increased Costs

1.1.

If any change made in or by the laws, regulation, administrative action or in the judicial or administrative interpretation thereof or compliance with any future request of the central bank or of other authorities causes additional costs to the Bank in respect of execution of the Agreement concluded by the Parties, then the Bank shall be entitled to charge such costs to the Client. If such increased costs occur, the Bank shall forthwith notify the Client informing of the expected amount.

VIII. Refusal of providing services; termination by the Bank

1.1.

It is an Event of Default, if:

1.1.1. a material adverse change occurs or is likely to occur in the business, operations, financial or legal conditions of the Client, as a result of which the Bank can no longer be reasonably expected to perform its obligations under the Agreement;

1.1.2. it becomes impossible to allocate such loan or credit for the purpose provided for in the Agreement; or the Client is in default under the

Agreement concluded with the Bank, or the Client fails to settle the debts of its subsidiaries or partner companies on the due date as per the Client's commitment;

1.1.3. the Client uses the credit or loan for a purpose other than that specified in the Agreement;

1.1.4. upon a request by the Bank, the Client fails to provide a collateral or fails to increase the amount or value of the existing collateral;

1.1.5. the Client fails to perform any of its obligations under the Agreement or under the GTC;

1.1.6. the Client has misled the Bank in any manner that affected the Bank's decision to advance the loan/credit; or the Client made a false or misleading statement with regard to any contract concluded with the Bank, or with regard to, or in connection with, any statement made to the Bank, or the Client deceives the Bank by representing false facts, by concealing certain data or in any other way;

1.1.7. after the execution of the Agreement, the financial situation of the Client deteriorates significantly, or other transactions by the Client, in the Bank's opinion, adversely affect the Client's ability to repay loans or credit to the Bank;

1.1.8. the Client or any of its subsidiaries becomes insolvent or fails to pay its debts as they fall due, or bankruptcy, liquidation or voluntary winding-up proceedings are initiated in respect of the Client; furthermore, any natural or legal person holding a majority ownership interest in, or exercising controlling majority voting rights over, the Client becomes insolvent or is subject to bankruptcy or liquidation proceedings, or the commencement of voluntary winding-up proceedings is likely, or the occurrence of any of the foregoing events is likely to happen;

1.1.9. the Client commits a breach of contract under any agreement or other obligation entered into with any third party which contains a payment obligation on the part of the Client;

1.1.10. the Client obstructs the Bank's right of inspection or fails to provide information to the Bank as set out in the Agreement, this GTC or the applicable laws;

1.1.11. the Client fails to comply with any payment obligation imposed by a final and binding court judgment or order;

1.1.12. without the prior written consent of the Bank, the Client merges with any other company or it transfers the majority of its assets to a third party or disposes in any other way of the majority of its assets, or significantly changes the scope or profile of its business; or

1.1.13. the occurrence of any circumstance specified in Sections 6:382 (4) and (5) or Section 6:387 of Act V of 2013 on the Civil Code.

1.2.

Without incurring any liability for damages vis-à-vis the Client, and in addition to any other remedies available to it, upon the occurrence of any Event of Default in connection with any banking service, the Bank shall be entitled, by written notice to the Client, to exercise any one or more of the following remedies:

1.2.1. terminate the Agreement with immediate effect, as a result of which the Bank's obligations thereunder shall cease;

1.2.2. declare all amounts payable by the Client under the Agreement to be immediately due and payable, as a result of which such amounts shall become immediately due and payable without any further notice, which the Client hereby expressly waives;

1.2.3. by written notice to the Client specifying the Business Day as of which this option is exercised (hereinafter referred to as the "**Close-Out Date**"), immediately terminate all, or any, Forward Transactions by closing out such transactions, provided that, upon such close-out, the relevant Party shall pay to the other Party, on the Close-Out Date, an amount equal to the difference between the original forward value of the amount of currency purchased by the Client from, or sold by the Client to, the Bank under the relevant Forward Transaction and the forward value of such amount of currency under an opposite forward transaction concluded by the Bank on the

Close-Out Date and maturing on the original maturity date of the relevant Forward Transaction (or, if the Bank does not conclude such opposite forward transaction, a value at which such transaction could have been concluded, as determined by the Bank); provided further that the payment obligation of the Party required to make such payment shall be reduced by an interest amount calculated on such difference for the period from the Close-Out Date to the original maturity date of the relevant Forward Transaction, in the currency of settlement, on the basis of market interest rates (as determined by the Bank) best corresponding to the remaining term; and if the currency of settlement is not HUF and the amount so determined must be converted into HUF pursuant to applicable foreign exchange regulations, the Bank's relevant fixing buying or selling exchange rate prevailing on the Close-Out Date shall be applied for such conversion The Parties' agreement set out in this subsection shall be regarded as an agreement aimed at "position-closing netting" within the meaning of Act LXIX of 1991 on Bankruptcy Proceedings and Liquidation Proceedings (hereinafter referred to as the "**Cstv"**); and

1.2.4. by written notice to the Client specifying the Close-Out Date, immediately terminate all Spot Transactions by closing out such transactions; provided that, upon the closing out of such Spot Transactions, the Client shall pay to the Bank the costs and expenses incurred by the Bank in connection with the closing out of all Spot Transactions, as determined by the Bank, including, but not limited to, the costs and expenses incurred by the Bank in connection with entering into inverse spot transaction(s) with the Client and third parties in order to close out its open position arising as a result of terminating such Spot Transactions; and the Bank shall pay to the Client the amount, if any, calculated as the difference between the relevant spot rate and the actual rate at which such Spot Transactions are closed out. The Parties' agreement set out in this subsection shall be regarded as an agreement aimed at "position-closing netting" within the meaning of the Cstv.

1.3.

No failure or delay by the Bank in exercising any right to which it is entitled under the Agreement, nor any single or partial exercise of any such right, shall operate as a waiver of such right. The rights of the Bank under the Agreement are cumulative and are in addition to any rights to which the Bank is entitled under the applicable laws. The rights of the Bank under the Agreement (and, where applicable, the related security documents) shall remain unaffected even if the Bank, in accordance with the provisions of the Agreement, debits the Client's bank account maintained with the Bank with any amounts owed by the Client under the Agreement.

1.4.

Upon termination of the Agreement, all amounts due to the Bank under the Agreement shall immediately become due and payable. The Client shall release the Bank from all obligations undertaken by the Bank on behalf of, or for the benefit of, the Client. To the extent that such release is not fully possible, the Client shall provide the Bank with a guarantee or other security acceptable that the Bank considers sufficient to cover such obligations.

1.5.

The provisions of the General Contractual Terms and Conditions and of the terminated Agreement relating to damages, indemnification and reimbursement shall survive the termination of the Agreement and/or the business relationship and shall remain applicable until the final settlement of all disputes, accounts and indebtedness between the Bank and the Client.

IX. Miscellaneous

1. Access to information

1.1.

The Client shall provide the Bank with all data and information which the Bank deems necessary for the provision or maintenance of any banking service. Upon the Bank's request, the Client shall furnish the Bank, inter alia, with annual (year-end) and semi-annual statements of accounts, and also shall provide the Bank access to inspect the Client's books and business records. The Bank may at any time request, and the

Client shall provide any information that the Bank reasonably deems necessary to verify whether:

1.2.1 the Client is capable of duly performing its obligations towards the Bank,

1.2.2 the collateral securing the Client's obligations to the Bank is sufficient ,

1.2.3 the Client has used the loan or credit (or similar facility) for the purpose stated in the applicable Agreement, or

1.2.4 the Client, and/or the Bank's business relationship with the Client, complies with Hungarian laws, administrative, central bank and other regulatory provisions, supervisory requirements or other regulations binding on the Bank, the mandatory legal acts of the European Union, and the Bank's internal policies relating to sustainable financing and corporate social responsibility, taking into account environmental, social and societal (ESG) considerations.

1.2.

The Client acknowledges that, for the purposes of compliance with applicable laws and regulations, the Bank may disclose information regarding the FATCA/CRS classification and/or tax residency status of the Client and its controlling persons, as well as information relating to the accounts maintained with the Bank, to the competent authorities. The Client acknowledges that the tax classification determined by the Bank, does not constitute as tax advice.

2. Data protection, data management

2.1.

The Bank shall keep records of, manage and protect the credit data indicated in the documents, agreements, certificates and any other documents provided by the Client in any form. The Bank shall be entitled to use such data for risk assessment and risk allocation purposes, as well as for certifying the obligations and rights arising under an Agreement.

2.2.

The Bank shall be entitled to record images of persons entering its business premises and to store and use such images for settlement and security purposes for a period of thirty (30) calendar days from the date of recording.

3. Outsourcing

3.1.

The Bank hereby informs the Client that it is entitled to outsource certain of its activities. The activities outsourced by the Bank shall be published by the Bank and shall be made continuously available to the Client, ensuring that the Client receives accurate information on the outsourced activity(ies), the service provider(s) performing such activity(ies) and the duration of the outsourcing. The scope of the activities outsourced by the Bank is set out in the relevant Appendix to this GTC, in accordance with the provisions of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (hereinafter referred to as the "**Hpt**.").

4. Costs

4.1.

Unless otherwise provided for in the GTC or agreed otherwise by the Parties, both the Bank and the Client shall bear their own costs incurred in connection with the transaction and throughout the course of their business relationship. If the Client fails to perform any of its obligations vis-à-vis the Bank and, as a result, the Bank is required to take the necessary steps to enforce performance or to preserve its rights (whether before ordinary courts, arbitral tribunals or otherwise), the Client shall bear all costs incurred by the Bank in this connection, including cost and expenses of legal counsel.

5. Periods of time

5.1.

Unless otherwise provided for in this GTC, any reference herein to days or months shall mean calendar days or calendar months, respectively.

6. Complaints, out of court redress

6.1.

The Client may submit a complaint to the Bank. In respect of a written complaint relating to payment services, the Bank shall provide the Client with its reasoned position within fifteen (15) business days following receipt of the complaint, unless, for reasons beyond the Bank's control, all elements of the complaint cannot be addressed within fifteen (15) business days, in which case the Bank shall send a holding reply indicating the reasons for the delay and the deadline for the final response. The deadline for the final response may not exceed thirty-five (35) business days from receipt of the complaint. In any other cases, the Bank shall send its reasoned point of view in connection with the written complaint to the Client within 30 days.

6.2.

If the complaint is rejected, the Client may bring the matter before the competent court in accordance with the provisions of Act CXXX of 2016 on the Code of Civil Procedure (hereinafter referred to as the "**Pp**").

6.3.

The information and contact details required for submitting a complaint, as well as the detailed rules on complaint handling, are set out in the Bank's publicly available Complaint Handling Policy, accessible on the Bank's website.

7. Jurisdiction, governing law

7.1.

Unless otherwise agreed by the Parties, any dispute between the Bank and the Client falling within the jurisdiction of local courts shall be subject to the exclusive jurisdiction of the Central District Court of Buda as court of first instance. If the dispute falls within the jurisdiction of county courts, the Parties agree, pursuant to Section 28(2)(c) of the Pp, to submit the dispute to the court having jurisdiction at the place where the Agreement was concluded.

7.2.

The General Contractual Terms and Conditions and the Agreement, as well as their performance and enforcement, shall be for the benefit of the Parties and their respective successors or assignees, and shall be binding upon all their respective representatives. Unless otherwise agreed, the General Contractual Terms and Conditions, the Agreement and their performance and enforcement shall be governed and interpreted by and construed in accordance with the laws of Hungary, without regard to the conflict-of-laws rules (rules of renvoi).

8. Severability

8.1.

If any provision of the General Contractual Terms and Conditions or any Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions thereof shall not be affected and shall remain in full force and effect.

9. Bank Holiday

9.1.

Pursuant to the relevant provisions of the Hpt, the Bank may hold a planned service interruption of up to four (4) hours on business days (service interruption), or a planned interruption exceeding four (4) hours (bank holiday), in respect of its financial or ancillary financial services or any part thereof, subject to the conditions set out herein. The Bank provides seven (7) days prior notice on the scheduled service interruption and the scope of services affected and thirty (30) days prior notice on the scheduled bank holiday and the scope of services affected:

9.1.1. at its cash desk as its customer area and on its website;

9.1.2. via the generally accepted communication channel used between the Bank and the Client; and

9.1.3. to the MNB.

9.2.

For the purposes of announcing a bank holiday and notifying Clients – except in the case of bank holidays announced in connection with instant payment orders – the Bank shall take into account the period between 8:00 a.m. and 5:00 p.m. on days when banks in Hungary are open for business.

10. Resolution

10.1.

Notwithstanding any other provision of the General Contractual Terms and Conditions, the Client acknowledges and agrees that any obligation of the

Bank towards the Client arising out of or in connection with these General Contractual Terms and Conditions may be subject to resolution tools applied by any competent resolution authority, and the Client accepts as binding:

10.1.1 the application of any resolution tool in respect of such obligation, including, without limitation:

10.1.1.1 a reduction, in full or in part, in the principal amount, or outstanding balance (including any accrued but unpaid interest) in respect of any such obligation;

10.1.1.2 the conversion of all part of such obligations into shares or other instruments of ownership; and

10.1.1.3 the cancellation of such obligation; and

10.1.2 any amendment to the General Contractual Terms and Conditions required for the implementation of any such resolution tool.

Annex 1

INFORMATION NOTICE ON THE CENTRAL CREDIT INFORMATION SYSTEM

I. The Central Credit Information System

1.1.

ING Bank N.V. (a company incorporated and operating under the laws of the Netherlands with its registered office at Bijlmerdreef 106, 1102 CT Amsterdam, place and number of registration: Trade Register of the Chamber of Commerce and Industry for Amsterdam, No 33031431), in the name and on behalf of its founder **ING Bank N.V. Hungary Branch** (having its registered office at: H-1068 Budapest, Dózsa György út 84/B, place and number of registration: the Metropolitan Court as court of registration, Budapest: Cg.: 01-17-000547) (hereinafter referred to as the: "**Bank**") pursuant to Section 15 (5) of Act CXXII of 2011 on the Central Credit Information System (hereinafter referred to as the: "**KHR Act**"), hereby provides the following information to its clients (hereinafter referred to as the: "**Client**").

1.2.

The rules governing the Central Credit Information System (hereinafter referred to as the: "**KHR**"), the scope and purpose of the KHR, the rights of the Client as a data subject, as well as the conditions for the submission of reference data, are set out in the KHR Act. Further provisions relating to the KHR are contained in Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (hereinafter referred to as the: "**Hpt**.") and Act CXX of 2001 on the Capital Market (hereinafter referred to as the: "**Tpt**."). By signing the agreement subject to reporting as defined below, the Client acknowledges that it has received this information notice relating to the KHR.

1.3.

The KHR is a restricted-access database, with the purpose to provide a sound base for the judgment of creditworthiness, as well as fostering responsible lending and promoting the reduction of credit risk in the interest of improving the security of debtors and reference data providers. Following the submission of reference data to the KHR, the financial enterprise operating the KHR may supply the reference data to another reference data provider for informational purposes. By contributing to the reduction of credit risk, the KHR also supports the safer operation of credit providers.

II. The submission of reference data to the KHR

2.1.

The Client's reference data may be disclosed to financial institutions exclusively for the purpose of making decisions preparatory to the conclusion of the following agreements:

2.1.1 the provision of credit and loan,

2.1.2 financial leasing,

2.1.3 the provision of payment services,

2.1.4 issuance of paper-based cash-substitute payment instruments (for example traveler's checks and bills printed on paper) and the provision of the services related thereto, which are not recognized as payment services,

2.1.5 providing surety facilities and guarantees, as well as other forms of banker's obligations,

2.1.6 granting credits and loans to investors, and

2.1.7 securities lending (hereinafter collectively referred to as "**Agreement Subject to Reporting**").

2.2.

Pursuant to Section 5 (2) point (b) of the KHR Act, following the conclusion of the Agreement Subject to Reporting, the Bank is obliged to disclose the data specified below (reference data) to the financial enterprise operating the KHR:

2.2.1 **identification data:** corporate name, registered address, registered number, tax number, and

2.2.2 **details of the Agreement Subject to Reporting**: the type and identifier (number) of the agreement; the date of conclusion, maturity and termination of the agreement; the manner of termination of the agreement; the amount and currency of the agreement; as well as the method and frequency of repayment; and the amount and currency of the instalments payable under the agreement.

2.3.

Pursuant to Section 6 (5) of the KHR Act, the Bank shall, by the fifth business day following the relevant month, disclose to the financial enterprise operating the KHR data relating to the amount and currency of principal outstanding, as well as the amount and currency of instalment contracted.

2.4.

If the Client makes any prepayment during the term of the Agreement Subject to Reporting, the Bank in accordance with Section 6 (6) of the KHR Act shall disclose to the financial enterprise operating the KHR the data relating to the date of early repayment, amount repaid, the amount of principal remaining and the type of currency.

2.5.

In accordance with Section 14 of the KHR Act, the Bank shall supply in writing to the financial enterprise operating the KHR the reference data specified below of any business entity that fails to comply with the payment obligation agreed upon in an Agreement Subject to Reporting in a manner where any overdue and unpaid debt of such business entity existed for over thirty days:

2.5.1. **identification data**: corporate name, registered address, register number, tax number; and

2.5.2. **details of the Agreement Subject to Reporting:** type and identifier (number) of the agreement, date of signature, expiration and termination of the agreement, manner in which the agreement was terminated, amount and currency of the agreement, mode and frequency of repayment, date of occurrence of the conditions under this subsection, amount of debt overdue and outstanding at the time of occurrence of the criteria referred to in this subsection, amount and due date of any debt overdue and outstanding, date and time when the overdue debt is eliminated and the mode of satisfaction, an indication if the liability has been transferred to another reference data provider, or to any lawsuit pending, date of early repayment, amount repaid and the amount of principal remaining, type of currency, amount and currency of principal outstanding, amount and currency of instalment contracted.

2.6.

In accordance with Section 14/A of the KHR Act, the Bank shall supply to the financial enterprise operating the KHR the reference data specified below of the business entities engaged in any violation of the obligations specified in an agreement for the acceptance of cash-substitute payment instruments, in consequence of which the reference data provider has terminated or suspended its agreement for the acceptance of cash-substitute payment instruments:

2.6.1. **identification data**: corporate name, registered address, register number, tax number; and

2.6.2. **Information relating to contracts for the acceptance of cash-substitute payment instruments**: date of signature, expiration, termination and suspension of the contract, an indication of any lawsuit pending.

2.7.

In accordance with Section 14/B of the KHR Act, the Bank shall supply to the financial enterprise operating the KHR the reference data specified below of the business entities whose payment account records indicate any liability queued for more than one million forints for a period exceeding thirty consecutive days owing to insufficient funds:

2.7.1. **identification data**: corporate name, registered address, register number, tax number; and

2.7.2. **data relating to payment accounts on which claims were recorded as queued items**: identifier (number) of the payment account agreement, amount and currency of the queued items, date of commencement and termination of queuing, an indication of any lawsuit pending.

2.8.

Pursuant to Section 6 (4) of the KHR Act, the Bank's obligation to transfer data shall also apply in the event of any modification of the reference data already transferred. In such case, the Bank shall be obliged to transfer the data in writing to the financial enterprise operating the KHR within five (5) business days following the date on which it becomes aware of the modification.

III. Information on data recorded in the KHR

3.1.

Any person shall have the right to request information from a financial institution supplying data to the KHR regarding the data relating to them recorded in the KHR and the financial institution that disclosed such data. The data subject shall be entitled, without limitation, to access its own data recorded in the KHR and information on who accessed such data, at what time and on what legal basis; accordingly, no costs or other fees may be charged.

3.2.

The Bank shall forward the application for information provided for in Subsection 3.1 to the financial enterprise operating the KHR without delay, at the latest within two working days, whereupon the financial enterprise operating the KHR shall supply the requested data by secure delivery within three days to the Bank. Upon receipt of the data, the Bank shall forward them to the Client without delay, but no later than within two (2) business days, by way of a document dispatched in a closed manner with proof of delivery.

IV. Client protection and remedies

4.1.

The data subject may raise an objection to the transfer of his reference data to the financial enterprise operating the KHR, as well as to the processing of such data by the financial enterprise operating the KHR, and may request his reference data to be corrected or deleted. The data subject shall submit the objection in writing either to the reference data provider that transferred the contested reference data to the financial enterprise operating the KHR, or to the financial enterprise operating the KHR.

4.2.

The financial enterprise operating the KHR shall forward the objection - and shall simultaneously notify the data subject - within two working days from the time of receipt, to the reference data provider that supplied the reference data to which the objection pertains to the financial enterprise operating the KHR, unless the reference data provider has been terminated without succession and the liability originating from the Agreement Subject to Reporting had not been transferred to another reference data provider, or if the reference data provider cannot be identified.

4.3.

The reference data provider and/or the financial enterprise operating the KHR shall investigate the objection within five working days from the date when received, and shall convey its findings to the data subject in writing without delay, at the latest within two working days after the investigation is closed, by way of a document dispatched with proof of delivery.

4.4.

If the reference data provider upholds the objection, it shall be obliged to transfer the corrected or deleted reference data to the financial enterprise operating the KHR without delay, but no later than within five (5) business days, while simultaneously notifying the registered person; the financial enterprise operating the KHR shall be obliged to implement the change within two (2) business days.

4.5.

The financial enterprise operating the KHR shall investigate the objection if the reference data provider has been terminated without succession and the liability originating from the Agreement Subject to Reporting had not been transferred to another reference data provider, or if the reference data provider cannot be identified. The financial enterprise operating the KHR shall be obliged to notify, without delay but no later than within two (2) business days, all reference data providers to which it had previously transferred reference data relating to the data subject prior to the correction or deletion, of such correction or deletion.

Annex 2

LIST OF ACTIVITIES OUTSOURCED AND THE ENTITIES CARRYING OUT OUTSOURCED ACTIVITIES

(i) **Iron Mountain Hungary Ltd.** (1093 Budapest, Czuczor utca 10. IV. and V.) to render document storage and archiving services (including storage of electronic data carriers).

(ii) **ING Hubs B.V. Spółka z ograniczoną odpowiedzialnością Oddział w Polsce** (Katowice, Zabrska 19, 40-083, Poland)

(1) to operate and store servers (storage, archiving, management and business application related processing of data); and

(2) for IT operator services (daily boots; processing runs; creating and monitoring daily opening and closing reports; monitoring systems, run ad-hoc reports; incidents management).

(iii) **ING Belgium SA/NV** (Belgium, B-1000 Brussels, Marnix Avenue 24.)

(1) to pre- and post-screen transactions;

(2) to manage the messages of the SWIFT system relating to transactions,

(3) to secure the systems' setting, infrastructure and security background,

(4) to provide cash-pool service for clients with multiple accounts in different countries;

(5) to provide service for optimising balances on accounts managed in different countries and

(6) to prepare a comprehensive statement on the fees charged by the Bank to customers in PDF or other electronic format.

(iv) **CRITERION Készpénzlogisztikai Korlátolt Felelősségű Társaság** (1139 Budapest, Rozsnyai út 21-25.) for cash and valuables transfer and processing services.

(v) **MOHU MOL Hulladékgazdálkodási Zrt.** (1117 Budapest, Galvani utca 44.). for document destruction.

(vi) **Prompt Security Zártkörűen Működő Részvénytársaság** (1152 Budapest, Telek u. 5.; mailing address: 1615 Budapest, Pf.: 239.) for collecting and processing pensioners' food vouchers.