

	<p>CONTRACT NUMBER:</p> <p>MASTER FACILITY AGREEMENT FOR SPOT AND FORWARD TRANSACTIONS</p> <p>between</p> <p>[*]</p> <p>and</p> <p>ING BANK N.V. HUNGARY BRANCH</p>
	<p>MASTER FACILITY AGREEMENT FOR SPOT AND FORWARD TRANSACTIONS</p> <p>and entered between</p> <p>1. [*] (seat: [*], court registration number: [*]; the "Client"); and</p> <p>2. ING BANK N.V. HUNGARY BRANCH (1068 Budapest, Dózsa György út 84./b.; court registration number: Cg.01-17-000547., the "Bank");</p> <p>hereinafter the Client and the Bank together referred to as the "Parties".</p> <p>The parties to this agreement (the "Agreement") have agreed as follows:</p>
	<p>Clause 1 INTERPRETATION</p> <p>In this Agreement, the following expressions shall have the meanings respectively described to them below:</p> <p>"Quote" shall mean a quote made by the Bank to the Client in respect of the terms and conditions of a particular Spot Transaction or Forward Transaction.</p> <p>"Spot Transaction" shall mean a Facility provided by the Bank to the Client under "Spot and forward transaction" section pursuant to which the Bank may, from time to time, purchase or sell a currency in a certain amount from or to the Client, as the case may be, against an other currency in a certain amount, with spot value, at the applicable spot rate, as such terms are quoted by the Bank in a relevant</p>

Quote.

"IFA" means the Hungarian Act CXXXVIII of 2007 on the investment firms and commodity exchange service providers and on the rules of the activities provided by them and IFA has been made under MiFID.

"Facility" shall mean any facility detailed in "Types of drawing available under the Facility" section which the Bank has offered to make available on the terms and subject to the conditions set out in the Agreement.

"Security" shall mean any lien, pledge, charge, mortgage or other security interest, obligation or encumbrance created by the Client or a third party to the Bank or subsisting under the present Agreement or under any separated agreement (hereinafter: the **"Security Agreement"**) from time to time over any of the Client's undertaking, property, assets, revenues and rights which are listed in "Security" section and the purpose of which is to secure the Liabilities. Securities of the present Agreement are determined in clause "Security".

"Settlement Date" shall mean that Banking Day of a Foreign Currency Transaction, when the parties shall deliver under a Foreign Currency Transaction.

"Guarantee" shall mean the duly signed guarantee of the Guarantor for securing the payment obligations of the Client under the Agreement.

"Guarantor" shall mean [*].

"Forward Transaction" shall mean a Facility provided by the Bank to the Client under "Spot and forward transaction" section pursuant to which the Bank may, from time to time, purchase or sell a currency in a certain amount from or to the Client, as the case may be, against an other currency in a certain amount, with forward value, at the applicable forward rate, as such terms are quoted by the Bank in a relevant Quote.

"Quotations" shall mean the quotation of rate for the Client in accordance with the Spot Transaction and Forward Transaction given by the Bank.

"Letter of Comfort" shall mean the declaration made by [*] in respect of the indebtedness of the Client incurred under the Agreement.

"Drawing" shall mean any utilisation, in part or in whole, of the Agreement or any Facility thereunder, whether by way of Spot Transactions, Forward Transactions, and shall include any re-drawings or renewals, as the context shall require.

"Letter of Awareness" shall mean the declaration made by [*] in respect of the indebtedness of the Client incurred under the Agreement.

"Material Adverse Effect" shall mean the effect

	<p>caused by any events or conditions occurring at the Client (or any enterprise related to the Client by virtue of “qualifying participation”, as defined in Paragraph 2 of Section III of Annex 2 of Act No. CXII of 1996 on credit institutions and financial enterprises) that might have a materially adverse effect (i) on the business, operations, prospects or financial condition of the Client or (ii) on the ability of the Client to perform its obligatory debts established by this Agreement or (iii) on the enforceability of any Security or similar rights or arrangements stipulated in favour of the Bank.</p> <p>"Banking Day" shall mean any day when the Bank is open for business in the Republic of Hungary and when banks in general are open for business in the principal financial center of the country of the relevant currency.</p> <p>"Collateral" shall mean any cash collateral or pledged securities given to the Bank as security deposit (“<i>óvadék</i>”) by the Client or any third person in accordance with Art. 270-271. of the Hungarian Civil Code.</p> <p>"Event of Default" shall mean any event specified as such in “Events of Default” section hereto.</p> <p>"Liabilities" shall mean all present, contingent and future obligations of the Client to the Bank under this Agreement, together with all costs and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its respective rights under the Agreement or any other document evidencing or securing any of the Client's obligations.</p> <p>Terms defined in the Agreement below shall have the meaning assigned to such term thereto. Clause and other headings are for ease of reference only.</p>
	<p>Clause 2 AGREEMENT</p> <p>The Bank agrees with the Client to make available to the Client the Facilities on the terms and subject to the conditions set out below.</p> <p>The Bank’s commitment under this Agreement does not constitute an obligation to provide the Facilities hereunder to the Client. The parties hereby agree that it is the discretionary right of the Bank to decide whether it provides any of the Facilities upon the Client’s request. The Client may not raise or initiate any claim against the Bank in case the Bank decides not to provide the requested Facility.</p>
	<p>Clause 3 TYPES OF DRAWING AVAILABLE UNDER FACILITY</p> <p>The Agreement may be utilised in any of the</p>

	<p>following facilities:</p> <p>Facility 1. Spot Transactions.</p> <p>Facility 2. Forward Transactions.</p>
	<p>Clause 4 CONDITIONS PRECEDENT</p> <p>4.1 The right of the Client to initiate the drawing of the Facility under the Agreement shall be subject to the performance by the Client of all its obligations hereunder and shall in a manner satisfactory to the Bank, prior to providing any Facility, be subject to the fulfilment of the following further conditions:</p> <p>(a) The Agreement is duly signed and delivered by the Client and the Bank.</p> <p>(b) The Bank is provided with the Client's and the Guarantor's current authorized signatory list, with evidence of the signatures.</p> <p>(c) The Bank is provided with a copy of the most recent articles of association and certificate of incorporation not older than 30 (thirty) days of the Client and the Guarantor.</p> <p>(d) If it is not adequately evidenced from the company documents, then the Bank is provided with a copy of the resolution of the relevant body of the Client that the Client has:</p> <p style="padding-left: 40px;">(i) approved the terms and conditions of the Agreement;</p> <p style="padding-left: 40px;">(ii) approved the execution, delivery and performance of the Agreement; and certified by an authorized person as being a true and accurate copy of the original.</p> <p>(e) The Bank is provided with the original(s) of the Letter(s) of Authorization countersigned by the account bank(s) designated in the "Securities" section of this Agreement.</p> <p>(f) The Bank is provided with the copy of the Insurance Agreement and, related to the insurance, the acknowledgment of receipt of the Notice of Assignment by the insurer.</p> <p>(g) The Bank is provided with the Guarantee of the Guarantor.</p> <p>(h) The Bank is provided with the Letter of Comfort of [*].</p> <p>(i) The Bank is provided with the Letter of Awareness of the [*].</p> <p>(j) The Bank is provided with the original of the notarized copies confirming that the Security (Securities) are duly created and registered, the official copy of the land registry extract (in Hungarian: tulajdoni lap) issued by the competent Land Registry (in Hungarian: földhivatal) stating</p>

	<p>that the Bank's mortgage is registered on the side note (in Hungarian: széljegy), and/or the original of the statement executed by the Hungarian Notary Chamber evidencing that the Security (Securities) are duly created and registered.</p> <p>(k) The Client deposits the Collateral with or upon the order of the Bank.</p> <p>(l) The Bank is provided with the original(s) of the Letter(s) of Assignment / or the Declaration of Account Denomination addressed to the partner(s).</p> <p>4.2 The Bank may provide any facility subject to the further conditions precedent that at the time of any Drawing (i) no Event of Default has occurred and is continuing, and (ii) the representations and warranties of the Client herein or related hereto shall be true and correct as of the date of such Drawing, and (iii) all other terms and conditions of the actual Facility as set out by the relevant provisions of this Agreement have been fulfilled, and (iv) the Security shall be in full force and effect.</p>
	<p>Clause 5 SPOT TRANSACTION AND FORWARD TRANSACTION</p> <p>5.1 The Client may, during the regular business hours of the Bank, request the Bank via telephone to quote the terms for a Foreign Currency Transaction, and the Bank may, but shall not be obliged to, quote such terms for a Foreign Currency Transaction. The Bank may decide in its sole discretion on the terms of a Quote. The Client shall immediately accept or reject a particular Quote. If the Client fails to accept immediately any such Quote the Bank shall no longer be obliged to enter into a Foreign Currency Transaction with the Client according to the terms of that Quote. The Client's acceptance of a Quote in accordance with the terms of the Agreement shall constitute a Foreign Currency Transaction between the Bank and the Client, provided that such a Foreign Currency Transaction will be confirmed in writing by the Bank by delivering to the Client a written statement, substantially in the form as available in the books of the Bank, listing the terms of the relevant Foreign Currency Transaction (the elements under IFA determined in Appendix 4 on the Obligatory elements of the confirmation of the order execution). The Client agrees with the Bank that (i) the Bank may request the Client to deliver a duly signed confirmation to the Bank in respect of the agreed Foreign Currency Transaction; and (ii) the Bank shall have the right to record any conversation between the Client and the Bank and to use such record in any dispute as evidence of the terms of a Foreign Currency Transaction or any discussion or understanding between the Client and the Bank.</p>

	<p>5.2 The authorized officers determined in the Appendix of the Agreement entitled “Authorized Officers” includes the names, titles and specimen signatures of the officers of the Client who are authorised to request Quotation for, and enter into Spot and Forward Transaction on behalf of the Client. In dealing with such authorised representatives, absent actual knowledge to the contrary, the Bank shall be entitled to assume such representatives are who they claim to be, that their signatures on any documents delivered to the Bank are authentic (the Bank being under no obligation to verify such signatures) and that such persons are authorised to enter into Spot and Forward Transaction on behalf of the Client. The Client and the Bank may agree in the use of a password which shall be used by the Client when requesting a Quotation from the Bank, and the Client agrees with the Bank that the Bank will only give its Quote to the Client if such password has been used by the Client. The Bank has informed the Client about the market risks of the transactions, and by signing the Representation on Risks attached to this Agreement the Client represents and warrants that the entry into the transactions is executed in the possession of all market risk information.</p>
	<p>Clause 6 REPAYMENT AND PAYMENTS</p> <p>6.1 On the Settlement Date of a Forward Transaction (or Forward Transactions), as elected by the Client and notified in writing to the Bank until 9.00 a.m. on the second Banking Day before such Settlement Date, (i) the Client shall pay the Bank and the Bank shall pay the Client, the relevant amount of currencies payable under a Forward Transaction(s), calculated at the relevant forward exchange rate agreed in such Forward Transaction, or (ii) provided that the Client and the Bank have entered into an inverse Spot Transaction between the same currencies and with the same Settlement Date as in respect of such Forward Transaction(s), and provided, further that a currency and its amount payable under such inverse Spot Transaction equals to a currency and its amount under such relevant Forward Transaction(s), then the Bank and the Client may agree in the netting of the amounts payable to the other party under such transaction(s). If the Client elects the payment of the full notional amount under (i) above, provided that it is in respect of the purchase of a currency other than HUF by the Client, it shall deliver to the Bank by 9:00 a.m. on the second Banking Day before the relevant Settlement Date a payment order in the form acceptable to the Bank. If the Client fails to elect the form of settlement under (i) or (ii) above, or to send the payment order referred to above, then the Bank will close the relevant Forward Transaction using its applicable fixing buy or sell exchange rate, as the</p>

	<p>case may be, prevailing on the relevant Settlement Date. Any amount payable hereunder shall be paid on the relevant Settlement Date.</p> <p>6.2 On the Settlement Date of a Spot Transaction, as elected on the relevant trade date by the Client, (i) the Client shall pay the Bank and the Bank shall pay the Client, the relevant full notional amount of currencies payable under a Spot Transaction, calculated at the spot rate agreed in such Spot Transaction, or (ii) provided that the Client and the Bank have entered into an inverse Forward Transaction in accordance with the terms provided for in the preceding Clause, then the Bank and the Client may agree in the netting of the amounts payable to the other party under such transactions, all in accordance with the Clause referred to above. If the Client elects the payment of the full notional amount under (i) above, provided that it is in respect of the purchase of a currency other than HUF by the Client, it shall deliver to the Bank on the relevant trade date of a Spot Transaction a payment order in the form acceptable to the Bank. If the Client fails to elect the form of settlement under (i) or (ii) above, or to send the payment order as provided for in the preceding sentence, then the Bank will close the relevant Spot Transaction by using its applicable buy or sell fixing exchange rate, as the case may be, prevailing on the relevant Settlement Date. Any amount payable hereunder shall be paid on the relevant Settlement Date.</p> <p>6.3 All payments by the Client hereunder shall be made to the Bank in full in the same currency as the relevant Drawing, without any deduction or withholding in respect of set-off, counterclaim, taxes, or otherwise, unless the Client is otherwise 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 or withholding had been made.</p> <p>6.4 Each payment by the Client under the Agreement shall be made so as to be credited by 12:00 noon on the date such payment is due to the Bank's account designated by the Bank to the Client for such purposes. The Parties acknowledge and agree that the Bank may enforce by debiting the Client's account maintained by the Bank the claim due which is originated as a result of the investment services performed by the present Agreement, and provided, further, that if the Bank does not or cannot enforce its claim, it shall not release the Client from any of its payment obligations hereunder.</p>
	<p>Clause 7 INTEREST ON LATE</p>

	<p style="text-align: center;">PAYMENTS</p> <p>Without prejudice to the provisions of the “Events of Default” Clause of this Agreement, if any amount due under the Agreement is not paid when due (whether at stated maturity, by acceleration or otherwise), interest shall accrue on a daily basis on the overdue amount both for principal, plus fees and interest (if any), at the rate equal to the aggregate of the prevailing base rate of the National Bank of Hungary and 7 % p.a., or, in case of foreign currency facilities, the aggregate of the applicable Interest Rate and 3 % p.a., and shall be payable upon the Bank's notice.</p>
	<p>Clause 8 OVERRIDING EVENTS</p> <p>If at any time it is or becomes unlawful for the Bank upon the relevant laws or any resolution of the State Supervision of Financial Organizations to make, fund or maintain any Facility under this Agreement, or a Material Adverse Effect occurs, then the Bank may give written notice thereof to the Client and declare that its obligations hereunder and the Agreement shall be terminated forthwith in accordance with the stipulations of the relevant laws or the resolution of the State Supervision of the Financial Organizations, and the Client shall be obliged to repay all Liabilities within the term designated by such relevant laws or the resolution of the State Supervision of the Financial Organizations.</p>
	<p>Clause 9 INCREASED COSTS</p> <p>If due to either (i) any law, administrative or central bank action or regulation, or change in the judicial or administrative interpretation thereof or (ii) compliance by the Bank with any existing or future request from any central bank or other governmental or regulatory authority, there shall be any increase in the cost to the Bank of agreeing to make or making, funding or maintaining any facility under the Agreement, the Client shall pay to the Bank an amount sufficient to compensate the Bank for such increased cost. The Bank shall give to the Client prompt written notice of any such increase in cost, together with an estimate of the amount thereof.</p>
	<p>Clause 10 REPRESENTATIONS AND WARRANTIES</p> <p>10.1 The Client hereby represents and warrants to the Bank that:</p> <p>(a) the Client is a company duly incorporated and existing under the laws of the Republic of</p>

Hungary, it has full power to accept and to be bound by the terms and conditions set out in the Agreement (or in the Security Agreement), it has taken all necessary steps and obtained all necessary consents and authorizations to do so and that, accordingly, the Agreement (or in the Security Agreement) constitutes a legal, valid, and binding obligation of the Client, fully enforceable against it in accordance with its terms;

(b) the latest audited accounts of the Client (and, where applicable, the latest audited consolidated accounts of the Client and its subsidiaries) from time to time have been prepared in accordance with Hungarian accounting principles and fairly represent the financial condition of the Client (and its subsidiaries, if applicable) at the date to which they relate and the results of its operations for the accounting period ended on that date, and there has been no adverse change in such condition since that date which would materially affect the ability of the Client to perform and observe the obligations and provisions binding on it hereunder;

(c) it is not in default under any agreement to which it is a party or by which it may be bound, the execution and delivery of the Agreement and the consummation of the transactions contemplated thereby will not violate the organizational documents of the Client or any law or court or administrative order applicable to the Client and no litigation, arbitration or administrative proceedings are presently current or pending or, to its knowledge, threatened which would materially affect the ability of the Client to perform and observe the obligations and provisions binding on it hereunder; and

(d) all information, exhibits and reports furnished to the Bank were and remain true and accurate in all material respects and do not omit any fact thereby rendering materially misleading any statement contained therein;

(e) the Client has good and marketable title to all of its assets and properties, free and clear of all liens, charges, mortgages, pledges or any encumbrances or any agreements impeding the exercise of rights of the Bank, except for those listed in Appendix in Appendix of “**List of existing encumbrances**”;

(f) In accordance with the effective laws applicable upon the signing of this Agreement, the Bank’s rights hereunder shall rank at least *pari passu* with all present and future receivables of third party creditors of the Client, excluding claims that entitle creditors to beneficial treatment in any respect upon the applicable laws.

10.2 The representations and warranties set forth above shall survive the signing of the Agreement. They shall be deemed to be repeated on each

	Drawing.
a)	<p style="text-align: center;">Clause 11 COVENANTS AND UNDERTAKINGS</p> <p>11.1 The Client hereby covenants and undertakes that:</p> <p>(a) <i>Restriction on Further Indebtedness:</i> It shall not incur or permit to exist any indebtedness against any financial enterprises or financial institutions without the prior written consent of the Bank, other than the indebtedness listed in Appendix of “List of existing indebtedness” without the prior written consent of the Bank.</p> <p>(b) <i>Pari Passu:</i> The Client’s obligations hereunder shall rank at least <i>pari passu</i> with all of its other indebtedness, and, further, the Client may not grant or give such rights or benefits to its third party creditors that would entitle them to beneficial treatment in any respect during the course of establishing the ranking, or satisfying the claims, of such creditors.</p> <p>(c) <i>Negative Pledge:</i> The Client shall not create any security (or any form of encumbrance) and shall not approve the creation of any security (or any form of encumbrance) in favor of any person other than the Bank on its present or future assets or revenues without the Bank’s prior written notice.</p> <p>(d) <i>Financial Covenants:</i> It shall provide the Bank with such financial and other information relating to the Client as the Bank may reasonably require, including (without limitation) copies of (i) all audited accounts not later than 5 months after the last day of the accounting period to which they relate; and (ii) the list of buyers within 30 days from the closing of the accounting period/per month/per quarter/semi-annually/per annum; (iii) the list of inventory within 30 days from the closing of the accounting period/per month/per quarter/semi-annually/per annum; (iv) an extract of the ledger within 30 days from the closing of the accounting period/per month/per quarter/semi-annually/per annum; (v) a balance sheet within 30 days from the closing of the accounting period/per month/per quarter/semi-annually/per annum; (vi) a profit and loss statement within 30 days from the closing of the accounting period/per month/per quarter/semi-annually/per annum; (vii) a list of fixed assets within 30 days from the closing of the accounting period/per month/per quarter/semi-annually/per annum.</p> <p>(e) <i>Group Transactions.</i> It shall not enter into any transaction with any affiliate of the Client, except in the ordinary course of business and upon fair and reasonable terms that are no less favorable to the Client than would be obtained in a comparable</p>

	<p>arm's-length transaction with a person not an affiliate of the Client.</p> <p>(f) <i>Notices on Events of Default.</i> It shall promptly give notice to the Bank of each Event of Default and each other event that has or might have a materially adverse effect on its ability to perform its obligations under the Agreement.</p> <p>(g) <i>Security.</i> It shall deposit with the Bank all documents relating to the Security, which must be held by the Bank in order to establish, or perfect the security granted to it pursuant to the Agreement.</p> <p>(h) <i>Financial Limitation.</i> It shall not make or declare any dividend, make any distribution, lend any moneys, redeem any interest or make any similar payment or arrangement to or with the owners of equity interests in the Client (or member of the Client).</p> <p>(i) <i>Asset Disposal Limitation.</i> It shall not grant or permit to exist any assignment, sale or transfer of, or encumbrance over or in connection with, any of its right, title or interest in or to any of its assets except pursuant to the Agreement.</p> <p>(j) <i>Sole Banking.</i> The Client shall exclusively use the Bank for its banking transactions and shall channel 100% of its turnover through its account kept with the Bank.</p> <p>(k) <i>Minimum Account Turnover:</i> The Client undertakes that it shall channel at least [*] % or the minimum of [*] ([*]) of its yearly turnover on the current account maintained with the Bank.</p> <p>(l) <i>Other financial obligation:</i> The Client shall be obliged to ensure that the following additional obligations are fulfilled during the lifetime of the Facility: [*].</p>
	<p>Clause 12 SECURITY</p> <p>12.1 In order to secure the Liabilities the Client grants and provides to the Bank a pledge over all of the assets, properties, rights, benefits, interest and proceeds of sale listed in Appendix of “List of pledged assets” (the “Pledged Assets”). The Client shall execute and deliver a duly notarised pledge agreement in the Hungarian language, substantially in the form as set out in the Appendix of the Agreement entitled “Pledge Agreement” and “Mortgage Agreement”. The Parties agree that the Bank shall be entitled to have its pledge registered with the Land Office and/or the public notary at the Client’s cost and expenses.</p> <p>12.2 The Client informs the Bank that it has the following accounts:</p> <p>(a) the account maintained with [*] Bank</p>

Zrt/Nyrt., no. [*];

- (b) the account maintained with [*] Bank Zrt/Nyrt., no. [*].

The Client grants right to the Bank to debit any of the accounts listed above by prompt collection order at any time until the Liabilities have been paid or satisfied in full with any amount without the necessity to specify the claim under which an amount is to be debited. To that end the Client shall immediately give to each bank with whom it maintains the above bank accounts a notice of the prompt collection established under the Agreement in the form set forth in the Appendix of the Agreement entitled “**Authorization for Prompt Collection**”. The Client represents to the Bank that the bank accounts listed above constitute all of the bank accounts maintained by the Client as of the date hereof and it will not, without the prior written consent of the Bank, open any other bank account and the Client is the exclusive account holder and no third party has any right over these accounts.

12.3 In consideration of the Bank entering into the Agreement and making the banking facilities available to the Client the Bank shall be entitled to the rights and remedies available under the Letter of Comfort.

12.4 In consideration of the Bank entering into the Agreement and making the banking facilities available to the Client the Bank shall be entitled to the rights and remedies available under the Guarantee.

12.5 The Client shall take out and maintain insurance contract(s) (hereinafter: the “**Insurance Contract**”) to keep the Pledged Assets insured with the value not less than the Liabilities under this Agreement, transferring its right to receive any and all payments under the Insurance Contract by naming the Bank as the sole loss payee under such Insurance Contract. To that end the Client shall send a Notice of Assignment to the relevant insurance company in the form and substance as set forth in the Appendix of the Agreement entitled "Notice of Assignment of Insurance Policy". The Client shall forthwith enforce all rights deriving from the Insurance Contract. In respect of the Insurance Contract that have been previously concluded the Client shall notify the relevant insurance company on the assignment. The Client shall maintain the Insurance Contract – and shall pay the insurance fee - as long as there is any outstanding amount under the Agreement.

12.6 Upon the occurrence of an Event of Default the Client assigns to the Bank the receivables of its sales agreements listed in the Appendix of the Agreement entitled “**List of Sales Contracts**” and its future sales agreements approved by the Bank

(hereinafter: the "**Sale Agreements**"). Such assignment shall become effective upon the occurrence of an Event of Default with no further action on behalf of the Client.

[SILENT ASSIGNMENT] In order to exercise this assignment, the Client shall hand over to the Bank, in accordance with the provisions of this Agreement, those assignment representations – with the content stipulated in the Appendix of the Agreement entitled "**Notice of Assignment**" – that are addressed to the contractual partners involved in the Sales Agreements ("**Assignment Representation**"), and simultaneously shall undertake to sign and submit to the Bank similar representations from time to time, if new sales agreements are concluded in addition to those stipulated in the Appendix entitled "**List of Sales Agreements**". Upon the occurrence of any Event of Default the Bank may submit these representations to the addressees and exercise the rights arising from the Sales Agreements and shall be entitled to receive all amounts attributable thereto.

[NON SILENT ASSIGNMENT] In order to exercise this assignment the Client shall send, in accordance with the provisions of this Agreement, to the contractual partners involved in the Sales Agreements those assignment representations – with the content stipulated in the Appendix to the Agreement entitled "**Notice of Assignment**" – that are addressed to the contractual partners involved in the Sales Agreements ("**Assignment Representation**"), and simultaneously shall undertake to sign and submit to the partners involved in the Sales Agreements similar representations from time to time, if new sales agreements are concluded in addition to those stipulated in the Appendix entitled "**List of Sales Agreements**".

12.7 Simultaneously with signing the Notice of Assignment the Client shall require the third parties to the Sale Agreements, by delivering a letter to each of them substantially in the form of the Appendix of the Agreement entitled "**Declaration of account denomination**" to pay all amounts payable by the third parties to the Client under the Sale Agreements to the account of the Client maintained with the Bank.

12.8 The Client **(or the Obligor)** opened a cash collateral account No. [*] with the Bank and, in order to secure the Liabilities under this Agreement, shall deposit an amount corresponding to all Drawing on the account as security interest (the "**Cash Collateral**"). (If the currency of the Bank Facility is different from the currency of the Cash Collateral shall have to be 110% of the obligations undertaken by the Bank, calculated upon the middle foreign exchange rate set by the Bank). The Client

(or the Obligor) shall not have the right to dispose over such account and any amounts deposited on such account until the Liabilities have been repaid, discharged, satisfied and performed by the Client in full. Upon the occurrence of an Event of Default the Bank shall have the right to apply all or any part of the Cash Collateral amount against the repayment of the Liabilities. Unless otherwise agreed by the Parties, the published interest rate shall be payable to the Client on the balance of the Cash Collateral account. Upon the discharge, satisfaction and performance of all of the Client's obligation the Cash Collateral account shall be released by the Bank and made available for disposal by the Client.

12.9 The Client (or the Obligor) opened a securities collateral account No. [*] prior to Drawing by the Client, in order to secure the Liabilities under this Agreement, shall be obliged to deposit the securities on the account as security interest (the "Pledged Securities"), of which the actual value shall always have to cover 110% of the Total Facility Amount, calculated upon the method set by the Bank. The Client (or the Obligor) shall not have the right to dispose over such account and any amounts deposited on such account until the Liabilities have been repaid, discharged, satisfied and performed by the Client in full. Upon the occurrence of an Event of Default the Bank shall have the right to apply all or any part of the Pledged Securities amount against the repayment of the Liabilities. The Client shall be obliged to secure that the actual value of the Pledged Securities would always cover 110% of the Total Facility Amount. Upon the discharge, satisfaction and performance of all of the Client's obligation the Cash Collateral account shall be released by the Bank and made available for disposal by the Client.

12.10 The Security constituted hereby shall be continuing and will extend to the ultimate balance of all sums payable by the Client under the Agreement, regardless of any intermediate payment or discharge in part.

12.11 The Security constituted hereby shall become immediately enforceable upon the occurrence of an Event of Default and the power of sale and other powers granted in favour of the Bank under the Agreement and under the provisions of law shall be immediately exercisable by the Bank in its capacity as a Bank as permitted by the provisions of law which govern the enforcement of bank liens and similar securities securing banking obligations, and at any time after the occurrence of any Event of Default. After the Security constituted hereby has become enforceable and for so long as it remains enforceable, the Bank may, at its sole discretion, enforce all or any part of such Security in such

	<p>manner as it sees fit.</p> <p>12.12 The Client shall at its own expense execute and do all such assurances, acts and documents as the Bank may require for perfecting or protecting the Security or any part thereof. To that intent, the Client shall in particular execute all transfers and assignments, and give all notices and make all registration the Bank may think expedient.</p> <p>12.13 The Client shall ensure that during the lifetime of the Agreement the value of the Security would not fall under the total amount of the Liabilities under this Agreement. The Client agrees with the Bank that upon the request of the Bank it shall give such additional security to the Bank that the Bank may deem necessary in order to secure the Liabilities. (“Top-up clause”)</p>
	<p>Clause 13 EVENTS OF DEFAULT</p> <p>13.1 It is an Event of Default if:</p> <p>(a) the Client shall have failed to pay any amount payable by it under the Agreement when that amount becomes due and payable to the Bank; or</p> <p>(b) the Client shall have failed to perform any obligation or covenant under the Agreement and such failure to perform, if capable of remedy, shall have continued for a period of fifteen days; or</p> <p>(c) the Client shall have failed to perform its obligation under clause of "Negative Pledge" of the Agreement ("Non-compliance with Negative Pledge"); or</p> <p>(d) the representations and warranties confirmed or made in the Agreement or any financial statement provided by the Client shall be incorrect when made or repeated with respect to the facts and circumstances existing; or</p> <p>(e) a default shall have occurred with respect to any other indebtedness of the Client or the Guarantor under any agreement pursuant to which there is any outstanding indebtedness of the Client or the Guarantor; or</p> <p>(f) the Client or the Guarantor shall have been dissolved, or a voluntary or involuntary bankruptcy, liquidation, execution or similar proceeding shall have been commenced with respect to the Client or the Guarantor.</p> <p>(g) any event shall have occurred that, in the reasonable opinion of the Bank, has or is likely to have a material adverse effect on the business, operations, prospects or financial condition of the Client or the Guarantor or impairs the ability of the Client or the Guarantor to perform the obligations under the Agreement or the Guarantee or the Letter</p>

of Comfort; or

(h) the Client shall have ceased to be 100% owned by [*]; or

(i) the Security (or the Letter of Comfort/Letter of Awareness) shall for whatever reason cease to be fully enforceable in accordance with its terms or shall be incapable of enforcement; or

(j) any other event of default specified in the Bank's General Terms and Conditions or in the applicable laws occur.

13.2 If any of the events specified in Clause 13.1 shall have occurred and be continuing with respect to any Facility (each an "Event of Default"), then the Bank, by a written notice to the Client and without limitations to other rights and remedies the Bank may otherwise have, may in its own discretion:

(a) terminate the Agreement whereupon the obligations of the Bank under the Agreement shall immediately terminate; and/or

(b) declare all amounts payable by the Client under the Agreement to be immediately due and payable without any further notice or presentment, all of which are hereby expressly waived by the Client; and/or

(c) by notice to the Client specifying the Banking Day as of which such option is exercised (the "Close-Out Date") immediately terminate all Forward Transactions by closing out such transactions; upon the closing out of the parties' obligations the relevant party shall pay to the other party an amount which is the difference between the forward value and the spot value of the currency purchased or sold by the Client to the Bank in a Forward Transaction, where the forward value is calculated by the Bank at the forward exchange rate of such currency and the spot value is calculated by the Bank at the spot price quotation or the fixing middle exchange rate of the Bank, as elected by the Bank in its sole discretion, and the amount so determined shall be payable on the Close-Out Date. For the avoidance of doubt the stipulations under the present section constitute a "Close-Out Netting Agreement" under Clause 36 of the Act XLIX of 1991 on Bankruptcy Proceedings, Liquidation Proceedings (hereinafter: Bankruptcy Act); and/or

(d) by notice to the Client specifying the Banking Day as of which such option is exercised (the "Close-Out Date") immediately terminate all Spot Transactions by closing out such transactions; 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

	<p>entering into inverse spot transaction(s) with the Client and third parties in order to close out its open position that has occurred as a result of terminating such Spot Transactions, and the Bank shall pay to the Client the amount, if any, which is calculated as the difference between the relevant spot rate and the actual rate at which such Spot Transactions are closed out. For the avoidance of doubt the stipulations under the present section constitute a "Close-Out Netting Agreement" under Clause 36 of the Bankruptcy Act; and/or</p> <p>(e) enforce the Security in part or in whole; and/or</p> <p>(f) halt the execution of any payment order received by the Bank from the Client with respect to any account of the Client with the Bank (whether such payment orders have been received before or after the occurrence of such Event of Default, in which case the Bank shall not be liable for any losses or damages suffered by the Client as a result of such action by the Bank).</p> <p>13.3 The Bank and the Client at their sole discretion reserve the right to terminate the Agreement at any time by informing the other party in a written notice (ordinary termination) delivered 30 days prior to the termination, unless the Parties mutually agree upon a shorter notice period. Notwithstanding such notice, any Foreign Currency Transactions then outstanding shall continue to be subject to the provisions of the Agreement and to that extent the effect of the termination shall occur only when all obligations under the last such Foreign Currency Transaction shall have been performed.</p>
	<p>Clause 14 SET-OFF AND NETTING</p> <p>Upon the occurrence of an Event of Default the Bank may, without prior notice, apply all or any part of any balance standing to the credit of any account of the Client with the Bank from time to time in or towards the discharge of all or part of the Liabilities. If the currency of any such account is different from that of such indebtedness of the Client, the Bank may purchase an amount in the currency of such indebtedness of the Client (not exceeding the amount thereof) in the currency of such account and may debit the cost of such purchase to such account.</p>
	<p>Clause 15 COSTS</p> <p>The Client undertakes to pay to the Bank on demand from time to time, such amount as the Bank shall certify to be the amount of any costs, charges and expenses (including, but not limited to, legal fees)</p>

	<p>incurred by the Bank from time to time in connection with the preservation and/or enforcement of any rights or remedies of the Bank under or pursuant to the Agreement.</p>
	<p>Clause 16 NOTICES</p> <p>Any notice or other communication in connection with the Agreement shall be made in writing and dispatched to the relevant address stated at the execution page of the Agreement. A party may notify a change in its own address and fax, phone numbers from time to time to the other party hereto in accordance with the provisions of this Clause. Service of notice or other communication on a party shall be deemed to have been made when delivered to the relevant party (if delivered by hand) or on the second Banking Day after posting (if posted) or when dispatched (if sent by facsimile, subject to the correct answerback being received). The Parties acknowledge and agree that in case of facsimile they deliver its notice (order) solely on printed or typed way.</p>
1.2.	<p>Clause 17 MISCELLANEOUS</p> <p>17.1 No failure or delay by the Bank in exercising any right or remedy under the Agreement shall operate as a waiver thereof, no single or partial exercise of any such right or remedy shall prevent any other or further exercise thereof or the exercise of any other right or remedy, and the rights and remedies provided in the Agreement are cumulative and not exclusive of any rights or remedies provided by law. The Bank's rights under the Agreement and the related security documents (if any) shall remain unchanged when the Bank, in accordance with the provisions of the Agreement (in the "Payments" clause), debits the current account of the Client with the amounts owed to the Bank under the Agreement.</p> <p>17.2 Subject to the Bank acting with due care and diligence, the Bank shall be conclusively entitled to rely upon any notices and instructions received by it from the Client, or purporting to be from the Client (including, without limitation by telephone or facsimile) without any responsibility to the Client in respect of any lack of authority of the person giving such instructions or the accuracy of any amount, time or other matter indicated. The Parties hereby agree that the Client shall be obliged to send the original duly signed amendment to the Bank if it sent it by facsimile earlier.</p> <p>17.3 Save in the case of willful misconduct or gross negligence of the Bank the Client irrevocably waives all or any claims against the Bank in the event of any such instructions proving not to have been made by the Client, or with proper authority or</p>

	<p>being inaccurate in any particular respect, and undertakes to indemnify the Bank and keep it indemnified against any claim or demand arising by reason of the Bank's acting in accordance with any such instructions.</p> <p>17.4 The Bank will maintain on its books a control register in accordance with its usual practice evidencing the amount lent and owing to it hereunder. In any legal action or dispute the entries made in the accounts(s) shall be conclusive evidence of the obligations of the Client hereunder.</p> <p>17.5 The Client may not transfer any of its rights or obligations hereunder without the prior written consent of the Bank. The Bank may at any time sell, transfer or assign its rights or obligations hereunder in whole or in part, rateably or otherwise.</p> <p>17.6 The Client received and is familiar with the Bank's General Terms and Conditions, and such General Terms and Conditions are accepted by the Client. The stipulations of the Bank's General Terms and Conditions are hereby made an inseparable part of this Agreement. In case of any discrepancy between the Bank's General Terms and Conditions and the terms and conditions set forth in this Agreement, then the terms and conditions of this Agreement shall be applicable. The Bank may in its own sole discretion modify its General Terms and Conditions from time to time.</p> <p>17.7 The Agreement shall only be terminated upon the full performance of the Liabilities prevailing on the Maturity Date.</p> <p>17.8 The Agreement shall enter into force on the date when duly signed and delivered by the parties.</p>
	<p>Clause 18 GOVERNING LAW, JURISDICTION</p> <p>The Agreement shall be governed by the laws of the Republic of Hungary. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Metropolitan Court.</p> <p>Having read and interpreted this Agreement, the Parties have signed this Agreement as proof of their willing consent thereto at the place and on the date specified below.</p>
2.	<p>Clause 19 The Agreement is made in English and Hungarian languages. In case of any inconsistency or discrepancy between the English and Hungarian version, the Hungarian version shall prevail.</p>
	Budapest, [*]

For and on behalf of ING BANK N.V. HUNGARY BRANCH:

address: 1068 Budapest Dózsa György út 84./b

Tel:/phone: 268-0140

Fax/fax: 268-0159

By: By:

Name: Name:

Title: Title:

For and on behalf of [...]:

address:

Tel:/phone:

Fax/fax:

By: By:

Name: Name:

Title: Title:

APPENDIX 1

AUTHORIZED OFFICERS

The persons named below, together with their respective position and specimen signatures, are the only officers of the Client who, until further written notice is given by the Client to the Bank, are authorized to request Quotes from the Bank and to enter into Foreign Currency Transactions with the Bank.

List of the authorised officers to enter into Foreign Currency Transactions on behalf of the Client:

NAME	POSITION	SIGNATURE
.....		
.....		
.....		
.....		

List of the authorised officers to confirm Foreign Currency Transactions on behalf of the Client:

NAME	POSITION	SIGNATURE
.....		
.....		
.....		
.....		

For and on behalf of [For and on behalf of: [CLIENT]:

address: [ADDRESS]

fax: [NUMBER]

fax: [NUMBER]

By:

Name:

Title:

By:

Name:

Title:

APPENDIX 2

REPRESENTATIONS ON RISKS

The undersigned Client hereby represents that the risks of Foreign Currency Transactions have been presented and explained, and therefore such risks and their content are known to it. It is acknowledged by the Client that the material impacts and consequences of such risks shall be prevailing fully on its behalf.

The Client represents that the risk of losses has been measured by it in accordance with its capacities of solvency.

It is acknowledged by the Client that the Bank shall not be made liable for losses occurring upon transactions, and the Bank shall by no means be forced to cover such losses either partially or fully, except if the damage or loss occurred are caused by the imputable breach of transaction liabilities of the Bank.

The Bank shall not be made liable for losses suffered by the Client in a transaction entered into upon its own decision upon the advice, opinion or presentation of the Bank's employee, except the case where such advice, opinions, presentations on behalf of the Bank's employee are proved to be wilfully misleading.

The Client represents that it is known to it that in some market situations the Bank, though being most diligent in business, has no capacity to enter into transactions upon the Client's assignment, or give a binding offer to it before maturity.

The Client acknowledges that the profitability of Foreign Currency Transactions shall not be warranted, and it represents that it received no profit projections or warranties from the Bank or its employees.

The Client shall not be entitled to claim and assert any claim from the Bank if the Bank is not entering into a Foreign Currency Transactions in the context of the liquidity of the interbank foreign currency and money market, the terms and conditions of its business and its capacity and willingness to undertake risks.

The Client read, acknowledged and agreed the information on risks of the above mentioned transactions, and concludes the Agreement under this knowledge.

For and on behalf of [CLIENT]:

address: [ADDRESS]

fax: [NUMBER]

By:

Name:

Title:

By:

Name:

Title:

APPENDIX 3

GENERAL TERMS AND CONDITIONS OF ING BANK N.V. HUNGARY BRANCH

APPENDIX 4

Obligatory elements of the confirmation of the order execution

ING Bank N.V. Hungary Branch (1068 Budapest, Dózsa György út 84/b.; court registration number: 01-17-000547; hereinafter: the Bank) informs the Client under the Hungarian Act CXXXVIII of 2007 on the investment firms and commodity exchange service providers and on the rules of the activities provided by them and IFA has been made under MiFID in the confirmation about the order execution.

The Bank's above mentioned confirmation contains under IFA the followings:

1. Bank's name or other reference number,
2. Client's name or other reference number,
3. trading date,
4. Time of execution,
5. type of order,
6. Name of execution venue and its ID,
7. Description of the transacted financial instrument,
8. Sale or Purchase,
9. nature of the order if it cannot be considered as Sale or Purchase,
10. volume of the financial instrument (amount),
11. price of the trading unit of the financial instrument, trading unit,
12. total cost,
13. the total amount of the commission, fee and other cost charged by the Bank toward the Client,
14. the Client's obligation related to the order execution, included the expiry date of the execution of the financial performance or the execution by physical delivery and the accounts related to the execution and other information
15. Is counterparty to the transaction ING Bank, related firm or another client of ING Bank?

The Bank reserves the rights to put other data into the confirmation of the order execution.