

## List of Terms and Conditions for Corporate Banking

Page 1

### Accounts, Information

Service	Charging Terms	Price
<b>Account Terms</b>		<b>HUF/EUR</b>
Account Opening	Per account	Free of charge
Account Maintenance (incl. electronic reporting - MT940 within DB Group)	Per month, per account	EUR 25,00*
Electronic Account Reporting Daily (MT 940) from Third Party Bank	Per month, per account	EUR 10,00*
Electronic Account Reporting Daily (MT 940) to Third Party Bank	Per month, per account	EUR 25,00*
Electronic Account Reporting Intraday (MT 942)	Per month, per account	EUR 40,00*
Account Statements at cashier's desk	Per month	EUR 200,00*
Account Statements (printed, via post)	Per month	Postage fees to first address, to all other addresses: postage fees + HUF 5 000*
Account Interest Statement		Free of charge
Charge Account Maintenance	Per month, per account	EUR 25,00*
Account Closing	Per account	EUR 50,00*
<b>Interest Rates**</b>		<b>% p.a.</b>
Sight Deposits HUF	For amounts exceeding HUF 25,000,000	0,75 %
	For amounts up to HUF 25,000,000	0,25 %
Sight Deposits EUR		0,00 %
Sight Deposits USD		0,00 %
Sight Deposits other currencies		On request
Time Deposits		As per agreement
Interest Rates on Current Account Credit Facilities		As per agreement
Default Interest Rate on overdue HUF amounts***		Prime Rate DB ZRt. + 10,00 %
Prime Rate Deutsche Bank ZRt. (HUF)		12,50 %

\*) Will be debited in account currency.

\*\*) Subject to change depending on money market developments. Interest is computed on an actual/ 360 basis and booked monthly.

\*\*\*) Negative balance of the account in the absence or in excess of relevant overdraft agreement. Excess on current EUR account: 16%, excess on current USD account: 19%.

## List of Terms and Conditions for Corporate Banking

Page 2

### ***Accounts, Information (Cont'd)***

Service	Charging Terms	Price
<b>Information (on request)</b>		<b>HUF/EUR</b>
Copy of a single account statement, exchange rate list (phone, fax, mail)	Per single case	EUR 10,00
Download of Extract from the Court of Registration	Per single case	HUF 5 000
Copy of account statement, exchange rate list (fax, mail)	Per month	EUR 100,00
Confirmation of payment orders	Per single case	EUR 10,00
Confirmation of account balance	Per single case	EUR 70,00
Statement to auditors	Per single case	EUR 70,00
Bank information, by order of customer	Per single case	EUR 50,00 + external costs

## List of Terms and Conditions for Corporate Banking

Page 3

### Domestic Services

Service	Description	Charging Terms	Price
<b>Domestic Transaction Services</b>			
<b>Collections</b>			<b>HUF</b>
Collection High Value (VIBER)	Electronic		Free of charge
Collection ACH (GIRO)	Electronic		Free of charge
Collection ACH (GIRO) via <i>db-collect</i> *	Electronic	Per transaction	30
Collection Direct Debit (GIRO bulk format)	Electronic initiation of direct debit	Per transaction	20
	Additionally on incoming funds	Per transaction	0,8‰ min 20
	Plus small bulk file surcharge (less than 200 single items included)	Per bulk file	2 500
Collection Direct Debit (GIRO single format)	Paper-based initiation of direct debit	Per transaction	100
	Electronic initiation of direct debit	Per transaction	50
	Additionally on incoming funds	Per transaction	1,25‰ min 100
Collection Direct Debit <i>In-house transfer (within DB ZRt.)</i>	Electronic	Per transaction	Free of charge
Collection Direct Debit <i>In-house transfer (within DB ZRt.)</i>	Paper-based	Per transaction	1 000
Collection Hungarian Postal Cheque		Per transaction	PEK fee** + 0,5‰
<b>Payments</b>			<b>HUF</b>
Payment High Value (VIBER)	Electronic	Per transaction	0,4% min 10 000 max 50 000
Payment High Value (VIBER)	Paper-based	Per transaction	0,5% min 15 000 max 55 000
Payment ACH (GIRO)	Electronic	Per transaction	0,8‰ min 150 max 5 000
Payment ACH (GIRO)	Paper-based	Per transaction	1,8‰ min 200 max 10 000
Payment Payroll (GIRO bulk format)	Electronic	Per transaction	0,8‰ min 20
	Plus small bulk file surcharge (less than 200 single items included)	Per bulk file	2 500
In-house Transfer (within Deutsche Bank ZRt.)	Electronic		Free of charge
In-house Transfer (within Deutsche Bank ZRt.)	Paper-based	Per transaction	1 000

\*) *db-collect* is Deutsche Bank's enhanced ACH collection tool, ensuring automated reconciliation through individual virtual account numbers. For further details please contact your relationship manager.

\*\*) PEK (Posta Elsámoló Központ) fee (separated by customer affected) is invoiced to Deutsche Bank monthly in arrears and will be debited to client's accounts accordingly.

Valid from November 1, 2009.

## List of Terms and Conditions for Corporate Banking

Page 4

### Domestic Services (cont'd.)

Service	Description	Charging Terms	Price
<b>Payments (cont'd.)</b>			<b>HUF</b>
Payment Direct Debit	Electronic	Per transaction	1,8‰ min 200 max 10 000
Payment Direct Debit <i>In-house transfer (within DB ZRt.)</i>	Electronic	Per transaction	Free of charge
Payment Direct Debit <i>In-house transfer (within DB ZRt.)</i>	Paper-based	Per transaction	1 000
Payment Hungarian Postal Cheque	Paper-based	Per day*	10 000
Payment Hungarian Postal Cheque	Electronic**	Per transaction	250
Surcharge for call back***	Surcharge	Per transaction	3 750
Standing Order	Opening	Per standing order	2 500
	Amendment	Per standing order	2 500
	Cancellation	Per standing order	2 500
	Settlement	Per transaction	1,8‰ min 200 max 10 000
<b>Incidents</b>			<b>HUF/EUR</b>
Repair, amendment, cancellation of payment; investigation****	Non-executed	Surcharge per transaction	EUR 10,00
	Executed	Surcharge per transaction	EUR 50,00 + charges of beneficiary bank
Handling of Individual or Group Collection Authorization	Paper based with standard wording of the Bank	Per authorisation	HUF 2 500
	Paper based with special wording of the Beneficiary	Per authorisation	HUF 5 000

\*) Daily fee applies only once a day when postal transfers are made, provided that they are all listed on one properly filled-in sheet ("feladóvevény") and to be debited to the same account.

\*\*) Available through T-Client system, please see under section "Electronic banking"

\*\*\*) Payment transfer orders by fax reaching or exceeding EUR 50,000, (HUF 12,500,000, USD 50,000 or the equivalent of EUR 50,000 in any other currency) shall be confirmed through phone prior to the execution. For further details please refer to the account agreement.

\*\*\*\*) In case the investigation refers to a payment the value date of which is more than 90 days earlier then the date of the investigation request, the surcharge of investigation shall be HUF 20 000 per transaction for Non-executed and HUF 20 000 + charges of beneficiary bank per transaction for Executed transactions.

## List of Terms and Conditions for Corporate Banking

Page 5

### *International Services*

Service	Description	Charging Terms	Price
<b>International Transaction Services</b>			
<b>Collections</b>			<b>EUR</b>
Collection High Value EUR Cross-border	Electronic	Per transaction	1,2‰ min 8,00, max 200,00
Collection Low Value EUR Cross-border	Electronic	Per transaction	1,2‰ min 8,00, max 200,00
Collection Non-EUR Cross-border	Electronic	Per transaction	1,2‰ min 8,00, max 200,00
<b>Payments</b>			<b>HUF/EUR</b>
Payment Urgent High Value EUR Cross-border	Electronic	Per transaction	EUR 1,75‰ min 30,00, max 500,00
Payment Urgent Low Value EUR Cross-border	Electronic	Per transaction	EUR 1,75‰ min 30,00, max 500,00
Payment Urgent Non-EUR Cross-border	Electronic	Per transaction	EUR 1,75‰ min 30,00, max 500,00
Payment Non-Urgent EUR Cross-border	Electronic	Per transaction	EUR 1,2‰ min 8,00, max 300,00
Payment Non-Urgent Non-EUR Cross-border	Electronic	Per transaction	EUR 1,2‰ min 8,00, max 300,00
Payment Urgent Cross-border	Paper-based	Per transaction	EUR 3,0‰ min 50,00, max 750,00
Payment Non-Urgent Cross-border	Paper-based	Per transaction	EUR 2,5‰ min 20,00, max 600,00
Surcharge for call back*	Surcharge	Per transaction	HUF 3 750,00
Guaranteed "OUR" cost sharing	Surcharge	Per transaction	EUR 25,00
<b>Incidents**</b>			<b>EUR</b>
Repair, amendment, cancellation of payment orders***; investigation	Non-executed	Surcharge per transaction	10,00
	Executed	Surcharge per transaction	50,00 + charges of correspond./ beneficiary bank

\*) Payment transfer orders by fax reaching or exceeding EUR 50 000, (HUF 12 500 000, USD 50 000 or the equivalent of EUR 50 000 in any other currency) shall be confirmed through phone prior to the execution. For further details please refer to the account agreement.

In case of international transactions, the payer and the beneficiary can share the transactional costs between themselves in different ways:

- "BEN" (beneficiary) type of cost sharing: all charges related to the transaction shall be borne by the beneficiary. In case of international payments within EU/EEA area – in line with the prevailing payment services regulations – Deutsche Bank ZRt. will automatically change all charge codes "BEN" into charge code "SHA".
- "OUR" (our) type of cost sharing: all charges related to the transaction shall be borne by the payer (ordering customer). The guaranteed "OUR" surcharge covers all transfer costs charged by any other bank (correspondent and beneficiary) that participates in the transaction. If an international payment is sent within the EU/EEA and the payment is issued with charge code "OUR", Deutsche Bank ZRt. will charge the additional fee of "GOUR" in every case.
- "SHA" (shared) type of cost sharing: the ordering party and the beneficiary shall share the costs; i.e. the charges of the sending bank shall be borne by the ordering party, whereas the charges of any other bank (correspondent and beneficiary) that participates in the transaction shall be borne by the beneficiary.

The ordering party has the option to choose the desired cost sharing at the time of the initiation of the transfer. In the absence of a different order from the ordering party, the default type of cost sharing is „SHA". The

## **List of Terms and Conditions for Corporate Banking**

Page 6

correspondent banking costs related to international transactions are different from bank to bank and from destination to destination. For further information please turn to your account manager.

Payment within EU/EEA shall mean an international payment in the execution of which both, the payer's and beneficiary's service provider are located within the EU/EEA area, and the currency of the payment is EUR or the official currency of a state being member of the European Union but not of the Eurozone. EU/EEA area means the member states of the European Union and Norway, Iceland and Liechtenstein.

Please kindly note that in case an international payment order is submitted in USD, the correspondent bank may change 'OUR' charge code into 'SHA' or 'BEN' unilaterally.

\*\*) In case the investigation refers to a payment the value date of which is more than 90 days earlier than the date of the investigation request, the surcharge of investigation shall be HUF 20 000 per transaction for Non-executed and HUF 20 000 + charges of correspond./beneficiary bank per transaction for Executed transactions.

\*\*\*) Cut-off time for sending cancellation request to the Bank is as follows: in case of HUF payment – 15:30; in case of international payment – 14:00. Cut-off time is understood on the value date of the payment order subject to cancellation.

## List of Terms and Conditions for Corporate Banking

Page 7

### Other Services

Service	Description	Charging Terms	Price
<b>Cash</b>			<b>HUF/EUR</b>
<b>Deposits</b>			
Cash deposit in HUF*		Per transaction	1,75‰ min HUF 1 000
Cash deposit in foreign currency (bank notes only)		Per transaction	1,0% min EUR 3,00
Bag deposit in HUF (can be deposited to Deutsche Bank ZRt.'s external vault at G4S Kft. only)	Agreement needed	Per transaction	As per agreement plus NBH fee**
HUF deposit of more than 1 000 bank notes (daily per depositor)	In addition to the fee of cash deposit	Per transaction	0,25%
Foreign currency deposit of more than 500 bank notes (daily per depositor)	In addition to the fee of cash deposit	Per transaction	0,75%
<b>Withdrawals</b>			
Cash withdrawal in HUF***		Per transaction	1,75‰ min HUF 450
Bank note withdrawal in foreign currency****		Per transaction	1,0% min EUR 10,00
Fee for non-withdrawal of high value amount requested in advance		Per occasion	1‰, min HUF 20 000
Withdrawal of high HUF amount not requested in advance (above HUF 2 000 000)****	In addition to the fee of cash withdrawal	Per transaction	0,25%
Withdrawal of high foreign currency amount not requested in advance*****	In addition to the fee of cash withdrawal	Per transaction	1,75%
<b>Responsible custody</b>			<b>EUR</b>
Responsible custody fee*****		Per month and account	200,00

\*) Customers are able to deposit up to HUF 1 000 in coins per day per depositor to their account.

\*\*) NBH fee is the charge applied by the National Bank of Hungary for the deposit of cash, currently HUF 0,60 for banknotes, free of charge for coins.

\*\*\*) Forint amounts exceeding HUF 2 000 000 have to be requested one bank-working day in advance. Customers are able to withdraw up to HUF 1 000 in coins per day from their account. In case of higher amounts please contact our cash desk two days prior to the planned coin withdrawal. We will ensure these coin withdrawals on a reasonable effort basis, for a fee of 3%.

\*\*\*\*) In case of high value bank note withdrawal in EUR, USD, GBP and CHF, the amount has to be requested two bank-working days in advance. High value: if the amount exceeds the countervalue of HUF 300 000 in EUR and USD and HUF 100 000 in GBP and CHF. In all other currencies bank note withdrawal has to be requested three banking days in advance. It is not possible to withdraw foreign currency bank coins at our cash desk.

\*\*\*\*\*) We will ensure withdrawal of high HUF or foreign currency amount not requested in advance on a reasonable effort basis.

\*\*\*\*\*) The bank is charging the fee for the custody of unclaimed account balances. The Bank will charge the fee starting with the first day of the 3<sup>rd</sup> calendar month after the account closing.

## List of Terms and Conditions for Corporate Banking

Page 8

### Cut-Off Times, Value Dates

Execution of payment orders				
Domestic Payment	Cut-Off Time	Book Date on client's account	Debit Value Date on client's account	Credit Value Date at beneficiary's bank
Payment ACH Electronic (GIRO)	D before 16:00	D	D	D+1
Payment High Value Electronic (VIBER)	D before 14:00	D	D	D
In-house Transfer (within Deutsche Bank ZRt.) Electronic	D before 16:00	D	D	D
Payment Hungarian Postal Cheque Electronic	D before 11:00	D	D	n. a.
Payment ACH Manual (GIRO)	D before 13:00	D	D	D+1
Payment High Value Manual (VIBER)	D before 13:00	D	D	D
In-house Transfer (within Deutsche Bank ZRt.) Manual	D before 13:00	D	D	D
Payment Hungarian Postal Cheque Manual	D before 10:00	D	D	n. a.
Domestic Direct Debit		Book Date on client's account	Credit Value Date on client's account	
Electronic	D before 14:00	Day of credit from paying bank	Day of credit from paying bank	
Cross-border Payment (without conversion)*	Cut-Off Time	Book Date on client's account	Debit Value Date on client's account	Credit Value Date at beneficiary's bank**
Payment Non-Urgent Cross-border Electronic	D before 14:00	D	D	D+2
Payment Urgent EUR Cross-border Electronic	D before 14:00	D	D	D
Payment Urgent Non-EUR Cross-border Electronic	D before 14:00	D	D	D+1
Payment Non-Urgent Cross-border Manual	D before 13:00	D	D	D+2
Payment Urgent EUR Cross-border Manual	D before 13:00	D	D	D
Payment Urgent Non-EUR Cross-border Manual	D before 13:00	D	D	D+1

\*) All payments requiring a foreign exchange transaction have a settlement period of two business days. Up to EUR 100 000 (or equivalent) and arriving to Deutsche Bank until 10:30 a.m. conversion (based on a properly completed payment order form) will be done at DB ZRt.-fixing rate on execution date, exceeding EUR 100 000 (or equivalent) and/or for payment orders coming in later than 10:30 a.m. special exchange rates shall be applied.

\*\*) The exact time when the beneficiary's bank actually credits the beneficiary's account is determined by the processing procedures and cut-off times at the beneficiary bank.



## List of Terms and Conditions for Corporate Banking

Page 9

<b>Collections</b>				
<b>HUF Collections</b>	<b>Cut-Off Time</b>	<b>Book Date on client's account</b>	<b>Credit Value Date on client's account</b>	<b>Credit Value Date in case of conversion</b>
Incoming ACH (GIRO)	D 08:00	D	D	D
Incoming Payment High Value (VIBER)	D 15:30	D	D	D
Incoming Cross-Border HUF Payments	D 15:00	D	D	D
Incoming Electronic In-house Transfer (within DB ZRt.)	D 16:00	D	D	D
Incoming Paper Based In-house Transfer (within DB ZRt.)	D 13:00	D	D	D
<b>Domestic Direct Debit Collections</b>	<b>Cut-Off Time</b>	<b>Book Date of client's account</b>	<b>Credit Value Date on client's account</b>	
Real Time and grouped collection	D 08:00	D	D	D
<b>Cross-border Collections</b>	<b>Cut-Off Time</b>	<b>Book Date of client's account</b>	<b>Credit Value Date on client's account</b>	<b>Credit Value Date in case of conversion</b>
Payment originated from other banks	D 15:00	D	D	D
Electronic payment within Deutsche Bank	D 14:00	D	D	D
Paper based Payment within Deutsche Bank	D 13:00	D	D	D

\*) Credit date on the customer's account corresponds to the bank working day on when Deutsche Bank ZRt.'s nostro account is credited and the nostro account keeper has notified us about the crediting – if the item is received before cut-off-time and a conversion is not necessary.

(D) represents a business day. The cut-off times are expressed in Central European Time. The cut-off times for electronic instructions are exclusively for fully structured payment instructions delivered, requiring no manual intervention or corrections from Deutsche Bank. Repaired instructions and all instructions received after this cut-off time will be handled on a reasonable effort basis. If a value date is specified, then the appropriate account is debited on that specific value date.

The submission of paper based payment orders (issued using Deutsche Bank ZRt's forms) is possible within the Bank's business hours indicated in it's General Business Conditions.

## List of Terms and Conditions for Corporate Banking

Page 10

### **Electronic banking**

Service	Description	Charging Terms	Price
<b>db-direct internet</b>			<b>EUR</b>
a) One-off set up fee	Set up and registration of users	One-off, per user	10,00
	Set up and registration of authorisers	One-off, per authoriser	10,00
	Set up of <b>Transaction Module</b> - allowing access to the local ACH in all countries where Deutsche Bank is present	One-off, per country	300,00
	Additional Training on the request of client	Per hour, plus travel expenses	32,00
b) On-going fee	User Maintenance	Per month, per registered user	Free of charge*
	Authoriser Maintenance	Per month, per registered authoriser	Free of charge*
	Maintenance and use of <b>Transaction Module</b> , includes: Ø Routing payment files Ø Conversion of files to local format, Ø Support Ø Maintenance and updates	Per country, per month	Free of charge*
	Signature card rental fee for remote authorisations, optional	Per month, per card	10,00
	Regeneration of sign-on/ Authorisation password	Per request	10,00
	Modification of contract	Per request	20,00
c) Security	PrivateSafe Smart Card Reader - Desktop Version	Per item	110,00
	PrivateSafe Smart Card Reader - Laptop Version	Per item	140,00
	Smart Card	Per item	45,00
<b>Electronic banking domestic bulk module "T-Client"</b>			<b>EUR</b>
Set up	Software and License	One-off	Free of charge
System Installation	Including initial introduction	One-off	Free of charge
System Maintenance	Including system updates, maintenance and customer service	Per month	Free of charge
Modification of contract		Per request	10,00
Dallas Chip	For authorising transactions, necessary at least one	Per month	1,00
Dallas Chip Reader	For authorising transactions, necessary at least one	Per month	4,00
Local system administration/ support	Including traffic hours	Per hour	32,00

\*) In case the number of transactions per month is less than 10 or the total value of transactions is less than EUR 50 000 or its equivalent we will charge a monthly fee of EUR 40 for the respective month.

## List of Terms and Conditions for Corporate Banking

Page 11

### **Documentary Business**

<b>Service</b>	<b>Price</b>
<b>Cheques</b>	<b>EUR</b>
Cheques-collection	2,5‰, min 25
Issuance of bank cheques	5,0‰, min 50
<b>Export Letter of Credit</b>	<b>EUR</b>
Pre advice	35
Advice	1,5‰, min 50, max 250
Taking up of documents	3,0‰, min 50
Confirmation commission for confirmed letter of credit	Upon request
Deferred payment commission for confirmed letter of credit	Upon request
Maturity control of deferred payment	1,0‰, min 50, max 250
Acceptance commission	Upon request
Amendment	40
Transfer commission	3,0‰, min 300
Assignment of proceeds	2,0‰, min 100
Pre-checking of documents	50
Forwarding an L/C to another bank for handling	100
<b>Export Collections</b>	<b>EUR</b>
Collection commission	3,0‰, min 50
Amendment commission	35
<b>Import Letter of Credit</b>	<b>EUR</b>
Pre-advice	20
Issuance	Upon request
Handling and taking up of documents	3,0‰, min 50
Deferred payment commission	Upon request
Amendment	40
<b>Import Collections</b>	<b>EUR</b>
Handling commission	3,0‰, min 50
Amendment	35
Commission for release of goods	1,5‰, min 40
Commission for releasing documents free of payment	1,0‰, min 25, max 50

## List of Terms and Conditions for Corporate Banking

Page 12

### Guarantees

Service	Charging terms	Price
Guarantees		EUR
Issuance fee in case of standard-texts of Deutsche Bank ZRt., otherwise plus amendment commission	Per guarantee	50
Advice of guarantee, without any obligation of Deutsche Bank ZRt.	Per guarantee amount	1,5‰, min 30, max 250
Guarantee commission	In % p.a. per guarantee amount	Upon request, min 25 per quarter year commenced
Amendment commission	Per amendment	40
Utilisation	Per utilisation	1,5‰, min 30

### General

This List of Conditions provides information about the most important conditions of Deutsche Bank ZRt. in the corporate banking business. For services not explicitly listed, Deutsche Bank ZRt. reserves the right to charge an appropriate fee, which - in case no agreement over the amount has been made - it deems fair. External costs incurred by Deutsche Bank ZRt. are generally debited to the client; this includes postage fees. Our transaction fees in general are booked on the date of execution, separately from the transferred amount, charging the account specified by the transfer order as the account to be debited. The external charges to be paid by our customers are charged subsequently. If the customer has a separate charge account, then (in the absence of a different agreement) the transaction fees shall be charged to that charge account. In case the currency of the transaction fee and the charge account are different, the fee shall be converted by applying the FX mid-rate of the National Bank of Hungary (NBH).

Deutsche Bank ZRt. is prepared to maintain accounts for corporates based on electronic banking only, paper-based transactions will be accepted in exceptional cases and for contingency purposes only.

For transactions requiring special services, we further reserve the right to charge increased fees.

In case of outgoing transactions requiring conversion, Deutsche Bank ZRt. applies its own sell FX rate of the transactions' currency, whereas in case of incoming transactions it applies its own buy FX rate of the transactions' currency. In case of cash desk services, Deutsche Bank ZRt. applies its own buy and sell rates fixed for bank notes. Deutsche Bank ZRt. publishes its daily fixing rates in the daily newspaper „Napi Gazdaság”, and the rates are also available via its electronic banking system (db-direct internet).

Account relationship is based on Deutsche Bank ZRt.'s General Business Conditions, as amended from time to time.

This List of Conditions is subject to withdrawal or amendment at any time. The previous List of Conditions becomes null and void.