

1. General Provisions

- 1.) Whenever requested by UniCredit Jelzálogbank Zrt. (1054 Budapest, Szabadság tér 5-6.), business license number: ÁPTF Resolution No. 1608/1999, dated: 11 June 1999, company registration number: 01-10-043900.) (hereinafter: the Mortgage Bank), the Debtor shall disclose information on his or her economic situation to the Mortgage Bank, as well as on any additional circumstance that may influence the value of collateral offered.
After each business year, the Debtor is obliged to make available to the Mortgage Bank an official, notarised annual report that has been signed by the Debtor. The Debtor is also required to notify the Mortgage Bank about any event deemed significant with respect to the credit relationship.
- 2.) The Mortgage Bank shall provide the Debtor, for a duration specified in the respective loan agreement, with a credit line against which lending transactions - especially loan disbursements, sureties and bank guarantees - shall be completed.
 - 2.1.) The Debtor shall only gain access to the credit line once every collateral item and other document as required by the Mortgage Bank have been made available to the latter.
- 3.) Unless the loan agreement specifies otherwise, accounts shall be closed at the end of the month with interests and other fees becoming due and chargeable also at the end of the month.
 - 3.1.) In the case of variable interest loans, the Mortgage Bank shall be eligible to modify respective interest rates unilaterally, taking into consideration the fluctuations of the capital market, taking into consideration the restrictive provisions of the law applicable to mortgage loan contracts concluded with the consumer. A consumer shall be qualified as any person acting for purposes other than self-employment and business operations.
 - 3.2.) In the case of loan transactions where the respective agreement specifies a certain interest rate set for a pre-defined period, the interest rate shall remain effective until the end of such period. Following the end of the pre-defined period, a variable interest shall take effect (see section 3.1) unless the Client and the Mortgage Bank agree otherwise.
 - 3.3.) In the case of late payment, the interest rate applicable for the late period shall be the total of the effective interest rate plus a default interest stipulated in pertinent legislation the Debtor is obliged to pay, where the annual size shall be the transaction interest rate in effect at that time + 6%, unless the contract specifies otherwise.
- 4.) In the case of multiple Debtors, each Debtor shall bear joint and several liabilities for the payment of amounts due towards the Mortgage Bank.
- 5.) In the case of fixed-term agreements, the Mortgage Bank shall reserve the right to terminate loans for any reason deemed significant. Amongst such significant reasons are the following:
 - 5.1.) In case the Debtor misleads the Mortgage Bank, either by the disclosure of false information, concealment of relevant data or by any other method, at the time the loan amount is being determined, provided such conduct has an influence on the determination of the loan amount.
 - 5.2.) In case the Debtor's declining financial situation or conduct towards the exhaustion of collateral jeopardises the likelihood of loan repayment.
 - 5.3.) Whenever the utilisation of the loan amount for the purpose stipulated in the agreement becomes impossible.
 - 5.4.) In case significant loan conditions remain unfulfilled or the loan amount is being used by the Debtor for purposes other than those specified in the agreement.
 - 5.5.) In case collateral items specified in the agreement are not made available, if the collateral made available has ceased to exist or is subject to significant jeopardy in terms of condition or value and the Debtor, despite notifications given by the Mortgage Bank, fails to make available a supplementary collateral of identical value within a specified period.
 - 5.6.) In the case of Debtor- or third party-initiated bankruptcy- or liquidation proceedings against the Debtor
 - 5.7.) If execution proceedings or compulsory auctions are initiated or launched against some or all of the properties specified as collateral.
 - 5.8.) In case the Debtor decides to discontinue, either fully or partially, his business activities or seeks to transfer them abroad.
 - 5.9.) If the value of the collateral offered to cover the loan transaction declines significantly, or whenever the Mortgage Bank obtains knowledge of other circumstances based on which the repayment of the loan, upon reasonable judgment, may be seen as jeopardised.
- 5.10.) Whenever a change in ownership occurs with respect to the burdened property and without the consent of the Mortgage Bank, whose mortgage on the collateral does not get determined in a final and binding form for the ranking set forth by the Mortgage Bank within a defined period.
- 5.11.) In the course of construction projects, whenever significant deviations – unconsented by the Mortgage Bank - from the documents submitted to the Mortgage Bank are discovered at the time of loan approval.
- 5.12.) Whenever construction works come to a halt or are found unacceptable by building authorities due to deviations from the approved plan or construction schedule.

- 5.13.) In case Debtor fails to comply with his obligations set forth under items 1. and 6.
- 6.) Special attention shall be paid by the Debtor with regards to the following obligations:
- 6.1.) Debtor is to withdraw cash only for personal use or make dividend payments against its net worth in an amount that does not jeopardise the Debtor's fulfilment of principal and interest payment obligations towards the Bank under the loan transaction.
- 6.2.) Debtor is required to maintain the properties set as collateral in good condition and ascertain that they are fully insured for any and all damages, to continuously settle payment for insurance premiums, as well as to have the Mortgage Bank listed as beneficiary in the respective insurance agreement and policy. As long as the specified property items serve as collateral against the Mortgage Bank, the Debtor may not amend or terminate his or her insurance agreement without the consent of the Mortgage Bank.
Whenever requested by the Mortgage Bank, the Debtor shall make available and hand over without delay his insurance policy as well as all proofs of payment for insurance premiums.
Failure to make payment shall result in the Mortgage Bank being entitled to settle the amount due to the insurance company at the expense of the Debtor.
The insurance amount thus collected may be used by the Mortgage Bank, even before the Debtor's obligations become due, to decrease the amount owed or as a security deposit.
- 6.3.) The Mortgage Bank shall be entitled at any time to verify the assets defined as collateral, whereas the Debtor is obliged to fully cooperate with the Mortgage Bank by means of making available all information required for such verifications and by providing access to all related documentation.
- 6.4.) The Client is required to ensure and assume liability for the fulfilment of obligations stipulated under sections 6.2) and 6.3) even if the Client is not the owner.
- 6.5.) The Client is obliged to approve of his liabilities towards the Mortgage Bank, the entitled party, by means of a debt acknowledgement and at a frequency specified by the Mortgage Bank. Such debt acknowledgements shall be submitted by the Client in writing, by means of a notarial document or a private document providing full evidence. Acknowledgements of debt may be required by the Mortgage Bank generally at a frequency identical to the loan repayment schedule.

II. Loans

- 7.) Starting from the day of disbursement, interest shall be charged for all loans. Instalments stipulated in the loan agreement shall be paid on a monthly basis at the end of each month. Interest shall be charged for the prevailing amount of outstanding debt. The Debtor shall undertake to ensure prompt collection orders for the Mortgage Bank's receivables, against any of his accounts held at UniCredit Bank Hungary Zrt. or any other credit institution, by means of making available an appropriate letter of authorisation.
- 7.1.) **In the case of annuity-based loans**, the annuity shall include both the interest and instalment set forth in the loan agreement. Should the loan agreement call for a fixed interest rate, the amount of annuity payable for the fixed-interest period shall remain unchanged. In the case of loan agreements that are based on the interest scheme specified under item 3.2), whenever the respective interest rate is lowered, the contracted-for annuity shall remain unchanged; however, the loan term and the amount of the last instalment shall be modified.
Whenever interest rates are lowered, the amounts thus released may be utilised by the Mortgage Bank for purposes of an expedited loan repayment. Whenever interest rates are raised, the Mortgage Bank reserves the right to increase the annuity stipulated in the respective loan agreement, provided that the instalment does not reach 5 % of the loan amount originally disbursed.
- 7.2.) **In the case of pre-determined fixed instalment and variable interest loans**, instalments shall be paid in accordance with the agreement and at the prevailing interest rate.
- 7.3.) **In the case of single-payment loans** (those without continuous repayment), the current monthly interest shall be paid continuously, whereas capital repayment shall be made in full, at a maturity specified in the agreement.
- 7.4.) In the case of loans the interest of which has been determined as per item 3.1), the Debtor may be eligible, with prior written consent of the Mortgage Bank, for a partial or full repayment of the loan before the maturity date without this being considered as termination. Mortgage loans concluded with consumers may be terminated with premature redemption, provided that the Customer shall announce their early repayment intention to Mortgage Bank at least 15 days prior to the payment deadline.
- 7.5. Premature repayments only decrease the loan term; contractual instalments shall always be paid in full.
- 7.6.) In case the Client qualified as a consumer fulfils his payment obligations, due to any reason, in a method different from what has been stipulated in the FX-based mortgage agreement and uses, for purposes of transferring amounts to the Mortgage Bank's account, Hungarian Forint or any other currency different from the one defined in the agreement, the Mortgage Bank shall act as follows:
- the Mortgage Bank converts the forint amount transferred for the repayment of the loan (including premature redemption and final redemption) and for the payment of interest or any other costs, on the day when it is credited to its account, into the currency of the mortgage loan at the medium currency exchange rate of UniCredit Bank Hungary Zrt. published for that day.
 - amounts - in currencies other than hungarian forint or what has been specified in the loan agreement - transferred to settle loan instalments (including premature redemption and final redemption as well), interest and other contingent expenses

shall be converted by the Mortgage Bank, within 5 banking days after the crediting of the amount - at a time of its choice – at UniCredit Bank Hungary Zrt. to the currency applicable to the mortgage loan.

Conversion between two currencies shall be effected by UniCredit Bank Hungary Zrt. using Forints and in accordance with the following: UniCredit Bank Hungary Zrt. shall apply, for the currency of the amount transferred by the Debtor, the buy rate applicable to private individuals and effective on the day the conversion is initiated and, with respect to the currency specified in the mortgage loan agreement, the sell rate applicable to private individuals and effective on the day the conversion is initiated.

III. Surety and Guarantee

- 8.) In case bank guarantees and sureties are provided by the Mortgage Bank, the Debtor is obliged to pay, on the basis of the effective amount of the bank guarantee or surety, the predetermined fee for the period commencing on the day of issue of the document certifying the assumption of liability.
Unless otherwise specified, the fee is due on a quarterly basis and is payable when due.
In the case of variable fees, the actual fee chargeable shall not be specified for a pre-determined term. In such cases, the Mortgage Bank shall reserve the right to reassess the fees unilaterally, by means of a statement addressed to the Client.
- 8.1.) If the Mortgage Bank is employed as a result of a Client order, out of surety assumed on the Client's account or due to the assumption of any other obligation, the Mortgage Bank shall be entitled to pay the beneficiary upon its unilateral notification and within the frames of amicable settlement.

IV. Final Provisions

- 9.) Loan agreements, the termination of a loan as well as every contract amendments must be specified in writing.
Oral agreements shall be invalid. The location for the performance of every obligation related to the loan agreement shall be the business premises of the Mortgage Bank.
In matters not regulated in the present document, the General Terms and Conditions of UniCredit Jelzálogbank Zrt., displayed at the Mortgage Bank, shall apply. Copies are available upon Client request.