

# **General Terms and Conditions (GTC)**

## **OTP Fund Management**

## 1. General provisions

1.1. These General Terms and Conditions (hereinafter referred to as “GTC”) contain additional essential provisions of the legal relationship between **OTP Alapkezelő Zártkörűen Működő Részvénytársaság** (registered office: 1026 Budapest, Riadó utca 1-3.; mailing address: same; tax number: 11766199-4-41; group VAT identification number: 17780010-5-44) as the customer, principal or buyer (hereinafter referred to as “Fund Manager”) and a party entering into contract with the Fund Manager as a supplier, service provider, contractor or agent for the performance of work, provision of services or sale of goods (hereinafter referred to as “Agreement”, “Partner” and “Assignment”, respectively), which additional essential provisions are not specifically set out in the Agreement but form part of the Agreement.

1.2. The Partner shall inform the Fund Manager without delay of any circumstances that may jeopardise or prevent the timely performance of the Agreement in respect of the Assignment specified in the Agreement. If the Partner fails to comply with the above obligation to provide information, it shall be liable for all damages resulting from the failure to provide information.

1.3. The Partner shall perform the Assignment specified in the Agreement in accordance with the instructions of the Fund Manager, but the Fund Manager's right to give instructions shall not extend to the organisation of the work or service, and must not make performance more burdensome. The Partner shall perform the services and all its obligations under the Agreement in an efficient, economical manner and the greatest possible care, to the highest justifiable and reasonable professional standard, in accordance with the applicable laws, standards and regulations, with due regard to the Fund Manager’s interests, in accordance with the terms of the Agreement, and in such a way as to ensure that the performance of the Assignments does not cause the Fund Manager any damage in respect of the services provided under the Agreement or other assets of the Fund Manager, including any acts giving rise to a grievance award.

1.4. The documents handed over by the Fund Manager to the Partner under the Agreement, regardless of their form of appearance, are protected by copyright or other legal protection, and the Fund Manager reserves all rights in them. The Partner may use these documents only in the context of the performance of the Agreement, to the extent necessary. This right of use shall terminate if the Agreement is terminated for any reason. In this case, the documents shall be governed by the provisions of clause 3.6 of these GTC.

1.5. The billing address of the Fund Manager: OTP Alapkezelő Zártkörűen Működő Részvénytársaság, 1026 Budapest, Riadó utca 1–3. Electronic invoices should be sent to the following e-mail address: [eszamla@otpbank.hu](mailto:eszamla@otpbank.hu). Physical copies of invoices should be mailed to: OTP Bank Nyrt. ÖÜNYIFO, 1876 Budapest. On the invoice, the Partner is required to indicate the contract ID and, among the buyer's details, the VAT group registration number of the Fund Manager (17780010-5-44); in the case of a community transaction or if the Partner is based in another EU Member State, the VAT registration number of the Fund Manager (HU17780010) is also required. In the absence of a VAT group identification number or a VAT registration number, the Fund Manager is not required to accept the invoice; furthermore, its payment obligation arises only on the basis of an invoice duly issued in accordance with the requirements of the legislation in force and these GTC.

## 2. Contributors

2.1. The Partner may only engage other persons (subcontractors, agents, fulfilment partners or other intermediaries – hereinafter referred to as “**Contributors**”) for the performance of the Agreement if the Fund Manager has given its prior written consent thereto, either in the Agreement or in a separate document. The Partner shall ensure that its Contributors comply with the requirements of the Agreement at all times during the term of the Agreement.

2.2. The Partner shall be liable for the actions of its lawfully engaged Contributors as if it had acted on its own. If a Contributor is employed unlawfully, the Partner shall also be held liable for any damage that would not have occurred without the employment of the Contributor.

2.3. For the execution of the Assignment specified in the Agreement, the employees employed by the Partner shall be employed in accordance with the legislation in force, and the Partner is required to enter into contract with them, and pay their wages and public charges.

2.4. The Partner may only engage natural person Contributors (including the Partner's employees) who have no criminal record, and it is the responsibility of the Partner to ensure that this requirement is met. All natural person Contributors of the Partner involved in the performance of the Agreement must comply with this clause during the term of the Agreement. A natural person Contributor who has been found guilty by a final court judgment, except for traffic offences under Chapter XXII of Act C of 2012 on the Criminal Code (hereinafter referred to as “**Criminal Code**”), may not participate in the performance of the Agreement after the date when the Partner becomes aware of the court judgment. The Partner shall ensure that the participation in the performance of the Agreement of a natural person Contributor found guilty by a final court judgment of such nature is terminated. The Partner shall immediately terminate the access of any natural person Contributor found guilty by a final court judgment of such nature to any information and other data which they have obtained or handled in connection with the performance of the Agreement. If the natural person Contributor is a foreign national, the Partner is required, in all cases, to notify the Fund Manager of this fact. Any breach of this clause shall constitute a serious breach of contract and the Fund Manager shall be entitled to terminate the Agreement with immediate effect.

2.5. The Parties also expressly stipulate that the person(s) involved on behalf of the Partner shall only be entitled to claim fees, damages or assert any other claims against the Partner, and shall not be entitled to assert any claims against the Fund Manager.

2.6. If the Partner is required to perform any task on site during the performance of the Agreement, the Partner may perform the Assignment specified in the Agreement, on the Fund Manager’s premises, only in compliance with the Fund Manager’s internal regulations, disclosed to the Partner in advance, with special regard to fire, work, environment, facility, data and information protection requirements. The Fund Manager shall ensure access to and presence in the Fund Manager’s premises for the natural person Contributors of the Partner specified in the Agreement, for the performance of the Assignment, provided that the natural person Contributors comply with the requirements set out in the Agreement.

2.7. The Partner shall inform the Fund Manager without undue delay if there is any change in the number of natural person Contributors (including the employees of the Partner) involved by the Partner in the performance of the Agreement.

## 3. Confidentiality

3.1. The Partner unconditionally undertakes to treat confidentially as business secrets all information that have come to the Partner’s knowledge during the performance of the Agreement,

concerning the Fund Manager, the Fund Manager's services, clients or contractual partners, investment funds managed by the Fund Manager, software used by the Fund Manager, other solutions developed by the Fund Manager, the Fund Manager's copyright or other personal rights, the Fund Manager's ideas, procedures, technical solutions, plans for the creation of a work on which copyright protection is based, or technical or economic information and data, internal regulatory documents, marketing plans, and any other secret facts, information, other data or compilations thereof related to its economic activities (i.e. those facts, information, other data or compilations thereof that are not publicly available in their entirety, or as the sum of their elements, or not readily accessible to persons engaged in the economic activity concerned), and therefore having financial value, regarding whose confidentiality the Fund Manager has expressed generally expected behaviour (hereinafter referred to as "**Business Secret**"), and to keep such information secret and to ensure that such information is safeguarded in a safe, locked place.

3.2. With the exception of the cases defined in the currently effective legal regulations and regulatory requirements, the Partner may not disclose to any third party in any form, or make public, or use the Business Secret, or any other associated information, neither in whole nor in part, outside the scope of this assignment, or for obtaining unauthorised advantages or causing any disadvantage without the Fund Manager's prior written consent. If pursuant to any regulatory decision or legal obligation the Partner has any data supply obligation that affects its confidentiality obligation specified in this Section, it shall send one copy of the underlying decision or other requirement to the Fund Manager (unless it is expressly precluded by the law or any decision constituting the basis of the data supply). Prior to acting on the obligation to supply such data, the Partner shall consult with the Fund Manager and, unless this is expressly forbidden by the decision requiring us to supply the data or an applicable law, shall consult with the Fund Manager in advance in writing regarding the content of the response to the decision demanding us to supply data; furthermore, we shall make all reasonable efforts expected of us to ensure that the information we provide is treated as a Business Secret.

3.3. The Partner may disclose any Business Secret or any related additional information to Contributors involved in the performance of the Agreement to such an extent as the Contributor requires to have access to said Business Secret or the related additional information in order to perform pursuant to the Agreement. In this case, the Partner shall transmit the Business Secret to its Contributor in unchanged form and content.

3.4. The Partner declares that any Business Secrets or securities secrets that may come to its knowledge in the course of the performance of the Agreement shall be kept confidential and shall not be disclosed to third parties or made public. The Partner declares that it is aware of and acknowledges the legal provisions on Business Secrets and securities secrets, together with the legal consequences and penalties for breaching those. The Parties declare that the Partner does not wish to have access, and the Fund Manager does not intend to grant access, to any data that constitute securities secrets or personal data handled by the Fund Manager in the course of the performance of the Agreement. The Partner undertakes to notify the Fund Manager immediately upon becoming aware that it has obtained securities secrets or personal data, and to delete such securities secrets or personal data. The Parties shall use all reasonable efforts normally expected in the situation to avoid the Partner's access to securities secrets and/or personal data.

3.5. The Partner may not make any notes or copies of any Business Secrets, and may not record, handle, store or use any Business Secrets obtained without the written permission of the Fund Manager, except for those Business Secrets and any additional information relating thereto that are indispensable for the performance of the Agreement, for the time and in the manner necessary for the performance of the relevant obligation. With respect to Business Secrets transferred for the performance of the Agreement, the written authorisation granted by the Fund Manager by signing the Agreement shall apply only to those acts of uses of the transferred Business Secrets that are strictly

necessary for the performance of the Agreement. Any other use or usage requires the Fund Manager's prior written consent.

3.6. The Parties agree that the Business Secrets shall remain the Fund Manager's property, and the Fund Manager shall retain title to and have exclusive disposal of the Business Secrets even after the transfer thereof to the Partner. The Fund Manager may request the return or deletion of the Business Secrets from the Partner in writing at any time. Upon written request by the Fund Manager or if the Agreement is terminated or expires for any reason, the Partner

- (a) shall promptly return all Business Secrets and all derivative or other materials, documents and media relating thereto;
- (b) shall promptly destroy any facts, data, information, documents, recordings, computer media, objects, samples and derivative or other materials, documents or media relating to the Business Secrets that have not been returned pursuant to paragraph (a) above;
- (c) shall not keep any official or other copies of the items listed in paragraphs (a) and (b) above, or any notes thereof, particularly as the replication of Business Secrets are forbidden in the first place;
- (d) shall immediately make a written declaration, issued in the form of at least a document of full probative force, that the Company has fully complied with the provisions set out in this Section 3.6.

3.7. The Parties may forward to each other electronic documents containing a Business Secret only by applying one of the following content protection solutions (also including data transfer pursuant to Section 3.6 (a) above):

- (a) documents containing a Business Secret shall be protected by password;
- (b) folders used for storing documents containing a Business Secret shall be encrypted in ZIP format and protected by password;
- (e) In cases referred to in paragraphs (a) and (b) above, the Parties shall transmit the password(s) lifting the protection through a separate channel (and never in the same e-mail message in which they forward the encrypted document).

3.8. If the Partner becomes aware of a breach of business confidentiality, or of a well-founded suspicion of a breach of business confidentiality, as well as of a circumstance that makes it likely that the Fund Manager's interests will be harmed in this matter, the Partner is obliged to inform the Fund Manager immediately, and at the same time to cooperate in good faith to prevent the breach of confidentiality or the related harm of interests, or to eliminate the harmful situation or mitigate the consequences.

3.9. The Partner shall employ appropriate (technical and organisational) measures to protect the Business Secret provided by the Fund Manager from unauthorised access, alteration, transmission, public disclosure, deletion, accidental and wilful destruction and damage, as well as changes in technology rendering the data inaccessible, and our Company shall also ensure that the recipients of the information can be identified and verified when the Business Secret has been transferred using a data transmission device.

3.10. The Partner shall be bound and burdened by confidentiality without any limitation in time even following the cessation of the Agreement. The Partner shall be liable to pay a penalty of HUF 10,000,000, i.e. ten million forints, to the Fund Manager for any breach of the confidentiality obligation set out in this Section 3. The Partner shall be fully liable for compensation for damages over and above the penalty amount specified in this Section, regardless of the predictability of the damages. The Partner shall also make its Contributors acknowledge and accept the confidentiality obligation, and

conclude an agreement with the same content with them. The liability and responsibility of the Partner and its Collaborators who breach the obligation of confidentiality under this clause shall be joint and several by agreement of the Parties.

3.11. Where the Partner may retain or keep a Business Secret or a copy of it under a mandatory law or accounting rule, the Partner

- (a) shall inform the Fund Manager in writing without delay about the requirements applicable to such retention, preservation and
- (b) shall ensure that the Business Secret retained or preserved in such manner remains subject to the provisions set out in this Section 3 for the period of such retention or preservation.

3.12. The confidentiality obligation and the restrictions set out in this Agreement shall not apply to data that, while classifying as a Business Secret,

- (a) are in the public domain or have become accessible to the public for reasons beyond the Fund Manager's control; or
- (b) have been disclosed to or accessed by the Partner through a third party lawfully, without breaching the terms set out in the Agreement, as evidenced by written records; or
- (c) were published or put in the public domain without breaching the Agreement; or
- (d) had been in possession of the Partner before the Agreement entered into force, as evidenced by written records; or
- (e) may be transferred or used pursuant to a written statement by the Fund Manager; or
- (f) had to be disclosed pursuant to the relevant instruction of a court or public authority, noting, however, that the Partner must act in compliance with Section 3.2 of these GTC prior to such supply of information.

3.13. The activities specified in Article 5 of Act LIV of 2018 on the Protection of Trade Secrets shall not constitute a breach of business confidentiality.

#### **4. Cooperation and means of communication between the Parties**

4.1. The Parties shall cooperate fully during the performance of the Agreement. The Parties shall ensure that a representative with the necessary expertise and decision-making power is available for consultations on the performance of the Agreement at a time agreed in advance.

4.2. The Parties shall arrange for the supply of the information and forwarding of the specific data required for the performance of the Assignments in due time and in the required manner. In that regard, they shall provide the information and documents requested by the other Party and inform the other Party of any professional decision required for making progress.

4.3. The Parties shall notify each other in writing (via regular mail or e-mail). The Parties agree to accept notices sent to each other via e-mail as written notices.

4.4. For the purposes of the Agreement, any declaration shall be deemed to have been received or delivered if

- (a) it is delivered in person: when the other Party receives it and certifies receipt with a signature, or has certifiably refused to accept it;
- (b) it is sent by post: when the addressee received it; termination notice or any other unilateral statement sent by post shall be deemed delivered on the date of attempt of delivery if the addressee refused to accept it. If delivery is unsuccessful because the addressee did not pick

- up the document (i.e. it is returned with the message “did not collect”), the document shall be considered delivered on the fifth working day following the second attempt at postal delivery;
- (c) it is done by electronic means: when it becomes accessible to the other party; however, if the recipient's account notifies the sender in an automatic message that the recipient's e-mail account is no longer operational, the presumption of delivery does not apply.

## 5. Penalty and compensation

5.1. The Parties shall fully compensate each other for any other damage caused to the subject matter of the service or to the other Party's property by breach of contract or as a consequence of a breach of contract, and for any other loss of profit, including damage caused by their Contributors, irrespective of the foreseeability of the occurrence of the damage.

5.2. The Partner shall also be liable for any damage suffered by the Fund Manager resulting from the modification, copying, reproduction, distribution, adaptation or transfer to a third party of the software used by the Fund Manager, or from making said software available to a third party, in deviation from or contrary to the instructions of the Fund Manager.

5.3. If the Partner fails to perform its contractual obligations because the Fund Manager has not performed its obligations under the Agreement or has not performed them within the specified time limit, and the Partner has informed the Fund Manager thereof in writing, in accordance with Section 4.4 of these GTC, the Partner shall not be liable for the delayed performance of such obligations or for failing to perform such obligations.

5.4. The Partner shall be liable for liquidated damages for breaching any obligation under the Agreement due to any reason that falls within its control, such as

- (a) delayed performance;
- (b) defective performance;
- (c) cases where performance becomes impossible (is frustrated).

5.5. The penalty shall become due:

- (a) in the event of a delay, when the deadline set for completion passes without any result;
- (b) in the event of defective performance, on the date of the Fund Manager's objection being communicated;
- (c) if performance becomes impossible (is frustrated), on the first day after the expiry of the time limit specified in the written notice sent to remedy the breach of contract.

5.6. The Fund Manager shall be entitled to set off the penalty against the fee payable to the Partner under the Agreement (hereinafter referred to as “**Fee**”) and, if the claim of the Fund Manager is not satisfied after such set-off, the Partner shall be obliged to pay the penalty in full within 15 days of receipt of the written payment notice sent by the Fund Manager.

5.7. In the event of a breach of contract by the Partner, the Fund Manager shall be entitled to claim damages from the Partner in excess of the penalty.

## 6. Force Majeure

6.1. Any event that occurs irrespective of the will or actions of the Parties, and is outside the scope of personal interest of the Parties, such as a war, civil uprising, explosion, strike, natural disaster or any other emergency situation (with special regard to any interruption of operation due to lack of utility

services or telecommunications network) shall be deemed a force majeure, which significantly impedes or makes it impossible to perform the service under this Agreement, providing that the event occurs after the signature of the Agreement or occur prior to the signature of the Agreement but the consequences affecting the execution of the Agreement or the individual Assignments could not have been foreseen at that time, with the exception of the illness of any natural person contributor of the Partner (hereinafter referred to as “**Force Majeure**”).

6.2. A Force Majeure event shall relieve the Parties from the performance of their obligations under the Agreement to the extent that the Force Majeure event prevents the Party concerned from performing the Agreement. The exemption applies only for the period as long as the impact of the respective Force Majeure event prevails.

6.3. The Party affected by the Force Majeure event shall indicate in a notice sent to the other Party without delay the beginning, the nature, the expected effect on the performance of the contract and, if possible, the expected end of the Force Majeure event.

6.4. The Force Majeure event in itself does not exempt the notifying Party from any obligations otherwise to be fulfilled according to the Agreement, which were already due before the occurrence of the Force Majeure Event, or the fulfilment of which is not affected by the Force Majeure event.

## **7. Provisions relating to intellectual property**

### **7.1. Non-Infringement**

The Partner shall unconditionally guarantee that no third party shall have any right or claim to any right in the intellectual property provided to the Fund Manager in the context of the performance of the Agreement, or in any part or component thereof, or in the means used to create such intellectual property, which would restrict or hinder the free use of the intellectual property by the Fund Manager in any way at any time in the future. In accordance with its indemnity under this clause, the Partner shall exonerate the Fund Manager against all legitimate claims of third parties, whether based on copyright, moral rights or otherwise, and shall reimburse the Fund Manager for any loss or damage resulting from the fact that the use of the intellectual property provided under the Agreement is, or is likely to be, limited or excluded due to claims of third parties.

## **8. The right to verify contractual performance**

8.1. The Fund Manager may, at its own expense and subject to a prior written notice of at least 5 days before the date of the inspection, carry out an on-site or off-site inspection of the Partner's premises, including direct inspection, by its own employees (internal auditors) or by a third party appointed by the Fund Manager, subject to the obligation of confidentiality. The inspection shall be carried out during working hours and in a manner that does not unduly disrupt the Partner's operations. The Partner shall, without delay, provide the person(s) carrying out the inspection with any data or information (including, but not limited to, reports, supporting documents, audit material, accounting records, policies or other documentation relating to specific transactions) that the person(s) reasonably request for the purposes of the inspection. If the Partner fails to perform in accordance with the requirements of the Agreement, it shall be informed of the non-compliance and be requested to take measures to improve the quality of performance and communication without delay, but within 15 days at the latest, and to inform the Fund Manager thereof in a separate report. In the event of late submission of the action plan or if the Fund Manager deems the action plan to be insufficient, the Fund Manager shall be entitled to terminate the Agreement with immediate effect, while maintaining any other existing claims.



## 9. Compliance Policy and the Partner Code of Ethics

9.1. By signing the Agreement, the Partner declares that it has familiarised itself with the Fund Manager's current Compliance Policy by inspecting the excerpt published on the Fund Manager's official website, and that it accepts that the contents thereof shall be binding on it, its employees and its Contributors.

([https://www.otpbank.hu/static/otpalapkezelo/download/OTP\\_AK\\_Compliance\\_Politika\\_kivonata\\_20231031.pdf](https://www.otpbank.hu/static/otpalapkezelo/download/OTP_AK_Compliance_Politika_kivonata_20231031.pdf).)

9.2. By signing the Agreement, the Partner further declares that it has read and complies with the ethical principles and rules of conduct set out in the Partner Code of Ethics published on the Fund Manager's official website, and acknowledges that the Code of Ethics applicable to the Partner shall serve as a model to be followed in the performance of the tasks related to the activities of the Fund Manager, and that it shall be binding on the Partner itself, its employees and its Contributors.

([https://www.otpbank.hu/static/otpalapkezelo/download/OAK\\_Partneri\\_Etikai\\_Kodex\\_20240117.pdf](https://www.otpbank.hu/static/otpalapkezelo/download/OAK_Partneri_Etikai_Kodex_20240117.pdf))

9.3. By signing the Agreement, the Partner acknowledges that any material breach of the rules of the referenced Partner Code of Ethics or of the Compliance Policy may result in the extraordinary termination of the Agreement by the Fund Manager. The Partner acknowledges that if, after the conclusion of the Agreement, the Fund Manager becomes aware of any information about the Partner which has a negative impact on the business, social and general reputation of the Fund Manager (in particular, but not exclusively, criminal proceedings pending against the Partner, unethical conduct by the Partner that is unacceptable to the Fund Manager, etc.), the Fund Manager shall be entitled to terminate the Agreement immediately without giving any reasons and to initiate settlement between the Parties in accordance with the current stage of completion of the Agreement.

## 10. Anti-corruption provisions

10.1. For the purposes of these GTC:

*"Bank"* shall mean OTP Bank Plc.

*"Banking Group"* shall mean the entirety of a group of companies formed by the Bank, the Bank's subsidiaries (in particular, the Fund Manager) and all enterprises in which the Bank or one of its subsidiaries has a controlling influence or an equity participation as specified in the Credit Institutions Act.

*"Anti-Corruption Legislation"* shall mean any applicable anti-bribery, anti-corruption or anti-money laundering legislation, other binding regulatory, judicial or administrative decision or order of any applicable jurisdiction in force at any time, including but not limited to the relevant provisions of (a) the United Nations Convention against Corruption (Act CXXXIV of 2005), (b) the Treaty on the Functioning of the European Union, (c) having regard to Article K.3(2)(c) of the Treaty on European Union, the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, (d) the Council Framework Decision of 22 July 2003 on combating corruption in the private sector, (e) Council Decision 2008/852/JHA of 24 October 2008 on a contact-point network against corruption, (f) Act C of 2012 on the Criminal Code, (g) Act XXV of 2023 on Complaints, Whistleblowing and the Rules for Reporting Abuse, or the legislation in force at all times replacing the legislation listed above.

*"Anti-Corruption Policy"* shall mean the Fund Manager's Anti-Corruption Policy in force at any time, which is available on the following website:

[www.otpbank.hu/static/otpalapkezelo/download/OTP\\_AK\\_Korrupcioellenes\\_Politika\\_20200810.pdf](https://www.otpbank.hu/static/otpalapkezelo/download/OTP_AK_Korrupcioellenes_Politika_20200810.pdf)

*"Person performing a public function"* shall mean

- (a) an officer, official or employee of a government or any of its ministries, departments or agencies, or that of any organisation (legislative, administrative or judicial) that assists the work of the former;
- (b) an officer, official or employee of a regional government body;
- (c) an officer, official or employee of an international public organisation;
- (d) a person acting in an official capacity or in the exercise of a public function on behalf of and for the benefit of a government or any of its ministries, departments or agencies, or that of any organisation, regional government body or international public organisation that assists the work of the former;
- (e) officials of political parties (or the political party itself);
- (f) candidates for government office;
- (g) officials of international organisations (such as the United Nations or the World Bank);
- (h) persons who have functional authority as officials, but are not actually employed by the particular government;
- (i) consultants and special advisers to governments or state officials; and
- (j) officials and employees of state-owned enterprises or institutions (including those operating on a commercial basis), including, but not limited to, hospitals, health care facilities and universities.

10.2. By signing this Agreement, the Partner declares that it is aware of and shall comply with the Fund Manager's Anti-Corruption Policy and the Anti-Corruption Legislation and that it shall fulfil its obligations under these regulations, enforce these obligations with its employees and Contributors, and endeavour to enforce these obligations with its business partners.

10.3. The Partner shall immediately notify the Fund Manager in writing of any charges against the Partner or its executive officer for breach of the Anti-Corruption Legislation.

10.4. By signing the Agreement, the Partner undertakes

- (a) not to use any amount paid to it by the Fund Manager or any member of the Bank Group, or any other remuneration, for any purpose that is contrary to Anti-Corruption Legislation;
- (b) that it will not make, or cause others to make, any direct or indirect offer or payment of any remuneration, money or other payment to any Public Official for the purpose of influencing or causing to be influenced a decision of a body exercising a public function;
- (c) to provide to the Fund Manager, within 5 days upon written request by the Fund Manager to that effect, information on the use by it of any remuneration and any other payment received under any legal title from any member of the Banking Group.

10.5. The Fund Manager shall be entitled to terminate the Agreement with immediate effect if the statement made by the Partner under the anti-corruption provisions of these GTC is, at the time it is made or at any time during the term of its Agreement with the Fund Manager,

- (a) incorrect,
- (b) untrue or
- (c) misleading,

or if the Partner fails to comply with any of its obligations under the anti-corruption provisions of these GTC.

10.6. The Fund Manager agrees, subject to a declaration provided in the Agreement or in a separate document, that the Partner shall be entitled to disclose the Fund Manager's name among its references following the successful performance of the Agreement, with the content and in a form agreed in writing with the Fund Manager in advance. In particular, the authorisation shall not cover

the use of the Fund Manager's logos that are registered as trademarks. The use of the Fund Manager's name as a reference may in no way violate the Fund Manager's Business Secrets. Other than the name, no information directly linked to the Fund Manager may be disclosed as part of such reference. The Parties agree that the Partner shall be entitled to disclose any information about the Fund Manager, the Agreement between the Parties and the Assignments performed under the Agreement, other than the reference described in this Section, only upon prior written consultation with the Fund Manager, and in a form and subject to a content approved by the Fund Manager.

10.7. The Agreement and the associated GTC contain the entire agreement between the Parties on the subject matter thereof and supersede all prior oral or written agreements, promises, representations or undertakings between the Parties on the subject matter of the Agreement. The Parties accept that their former verbal or written contracts, promises, statements or commitments shall not constitute any part of the Agreement or the legal relationship between the Parties arising from the Agreement, with the exception of the terms and conditions that are expressly referred to in the Agreement and in these GTC. In view of this Section, the Parties expressly preclude the applicability of the second sentence of Article 6:63(5), as well as Article 6:246 and Article 6:277 of the Civil Code to the Agreement – i.e., the habits generally known and regularly applied by the Parties to contracts of similar nature in the particular business line shall not be included in the Agreement –, and the Parties exclude the application of the Partner's statutory lien within the framework of a business or agency relationship.

10.8. The Partner shall present its ownership structure at the request of the Fund Manager. The Fund Manager shall be entitled to verify the proof of ownership structure and to terminate the Agreement with immediate effect if it is found to contain untrue representations.

## **11. Miscellaneous provisions**

11.1. The Partner shall inform the Fund Manager in writing, at the time of signing the Agreement or at any time during the term of the legal relationship established under the Agreement, about its professional contacts as defined in the Agreement, if it engages in any activity for any other credit institution, whether based in Hungary or abroad, in the context of any legal relationship during the term of the legal relationship established under the Agreement. The Partner shall only be required to comply with its obligation to provide information described in this Section if such provision of information is not prohibited by any non-disclosure obligation towards a third party.

11.2. The Parties shall settle any disputes concerning the performance or interpretation of this Agreement primarily by direct negotiation and amicable settlement. The Parties shall abide by the jurisdiction of the Hungarian courts, subject to the application of Hungarian law, to resolve any dispute which may arise from or in relation to the Agreement, or its violation, termination, validity or interpretation, and which the Parties are unable to resolve in a manner that is acceptable to both of them. The Parties may apply to the court having jurisdiction and competence under Act CXXX of 2016 on the Code of Civil Procedure (hereinafter referred to as "Code of Civil Procedure") for the resolution of their dispute.

Budapest, 25 June 2024