

INVESTMENT LOAN FRAMEWORK AGREEMENT

concluded by and between

Interactive Brokers Central Europe Zrt. (registered office: 1075 Budapest, Madách Imre út 13–14.; company registration number: 01-10-141029), as creditor (hereinafter referred to as Company),

and

name:

home address:

personal ID No.

account number:

tax code:

as debtor (hereinafter referred to as Client),

(the Company and the Client hereinafter jointly referred to as Parties) at the place and date, and under the terms and conditions specified below:

1. Subject matter of the Investment Loan Framework Agreement

- 1.1. This Investment Loan Framework Agreement (hereinafter referred to as Framework Agreement) is a supplement to the Main Agreement concluded by the Parties.
- 1.2. Pursuant to this Framework Agreement, the Company provides investment loan to the Client for the purchase of the products to be purchased by the Client through the Company, so that the Client initiates the conclusion of an Individual Agreement concluded within the framework of this Framework Agreement or an order with the same content. The terms and conditions of the Individual Agreement are attached as Annex No. 1 to this Framework Agreement.
- 1.3. The Company is not obliged to provide an investment loan to the Client, the granting of the loan is in each case a specific decision of the Company, as well as a condition that the Client has the minimum amount of collateral specified by the Company.
- 1.4. The joint terms and conditions of this Framework Agreement are as follows:
 - a) The Client shall conclude this Framework Agreement,
 - b) The Client accepts the Risk Disclosure Declaration covering the risks of the service under this Framework Agreement.

2. Terms of lending

- 2.1. By signing this Framework Agreement, the Client becomes entitled to initiate the conclusion of Individual Agreements to finance the purchase price of the assets to be purchased through the electronic trading interface provided by the Company in the manner specified in the Business Rules.
- 2.2. The Company will provide investment loan only for the purchase of products included in the list unilaterally determined by it and published in the Announcement in force at the time of the specific borrowing, including the full cost of the transaction, including direct and indirect costs. The Company is entitled to unilaterally change the list of products that can be purchased in this way at any time.
- 2.3. The Company is entitled to decide on the disbursement of the specific investment loan initiated by the Client, and the Company has the right to refuse to lend at any time without giving reasons, even if the asset to be purchased from the loan is included in the list specified above by the Company.
- 2.4. The Company is entitled to unilaterally amend the Framework Agreement in accordance with the provisions of its current Business Rules, with the conditions and restrictions described therein.

3. Currency of the loan

- 3.1. The currency of the loan is determined by the specific nature of the transaction.

4. The term of the loan

- 4.1. Loans granted under the Individual Agreements concluded under this Framework Agreement shall have a maturity until they are repaid or compulsorily liquidated. Repayment of the investment loan and additional expenses taken under the Individual Agreements shall become due in one amount on the date of termination. If the day of termination falls on a public holiday or bank holiday, the Agreement

shall be terminated on the first working day following the public holiday or bank holiday.

5. Interest

- 5.1. The Client is obliged to pay interest to the Company on the basis of the loan amount after the loan transaction concluded on the basis of this Framework Agreement until the full repayment of the loan.
- 5.2. The Company charges the loan interest to the Client on a daily basis (Act/365, Act/360).
- 5.3. The rate of interest is published by the Company in an Announcement.

6. Repayment

- 6.1. The loan must be repaid by the Client at maturity, i.e. at the end of the term, in one amount together with the loan interest.
- 6.2. If the Client disposes of the asset purchased from the loan during the term of the Individual Agreement, either in part or in full, the purchase price received from the sale will be used in full to automatically repay the investment loan taken by them. Accordingly, the Client acknowledges and agrees that the amount received from the sale of the asset purchased from the loan will be automatically accounted for by the Company to repay the loan. Following the sale of the last asset purchased from the loan, the Individual Agreement is terminated and if the amount received is not sufficient to repay the loan and interest, then, the Company is entitled to debit the Client's cash balance with the remaining amount of the loan and to sell (liquidate) the Client's other assets.
- 6.3. If the Client has several Individual Agreements for a specific asset, then upon sale of the asset, the Individual Agreement whose expiration date is closer to the date of sale will be repaid first.
- 6.4. Upon full repayment of the investment loan and its additional expenses to the Company, the relevant Individual Agreement shall be terminated.
- 6.5. In case of late payment, the Client is obliged to pay the default interest specified in the Company's Announcement as interest on arrears in addition to the loan interest.

7. Collateral

- 7.1. As collateral for the Individual Agreement, all cash and financial assets listed on regulated markets in the Client's Account during its existence shall serve as collateral (collateral deposit) to ensure the repayment of the investment loan taken by the Client.
- 7.2. The Company shall specify in the Announcement the minimum proportion of all collateral deposits available on the account and all liabilities debited to the account required for the opening of collateralised positions, as well as the financial assets and value it accepts as collateral deposit for the opening of collateralised positions.
- 7.3. The Client undertakes to ensure that financial assets complying with the limit set by the Company are continuously available on the account of the person concerned within the scope of the Individual Agreement. The Client may be in possession of the subject of the collateral in quantities exceeding the limit, thus, she is entitled to place a transaction or transfer order for cash and financial assets until the balance of its account does not fall below the limit.
- 7.4. The Company may change the minimum amount of collateral deposit, the limit required as collateral for a given investment loan, or the determination of the collateral deposit value of the financial assets used as collateral for the provision of collateral at any time without justification. The Company shall notify the Client in an Announcement of any changes affecting the collateral deposit or limit. If the Client does not accept the change, they are entitled to terminate all valid Individual Agreements in writing on the day prior to the effective date of the change, provided that the Investment Loans and additional expenses taken by him are fully repaid to the Company at the same time as the termination takes effect; failing this, the termination is invalid. In the absence of termination, the changes affecting the security deposit or the Entry Limit shall take effect from the date indicated by the Company on the Client's already concluded Individual Agreements, accordingly, the Client is obliged to ensure that the changed minimum amount of collateral deposit is available on the account of the person concerned on the day the change takes effect. If, as a result of the change, the funds and financial assets in the relevant account of the Client do not comply with the changed requirements, the Company shall act in accordance with the rules on undercollateralization.

8. Right of use

- 8.1. To the extent permitted by law, the Client expressly grants to the Company a right of use of the Clients' financial instruments that are subject to this Framework Agreement and the Individual Agreement, pursuant to Article 5 of Directive 2002/47/EC ('Financial Collateral Arrangements Directive').
- 8.2. The right of use means the right of the Company to use and dispose of the given financial collateral

provided as the owner of it in accordance with the terms of this Framework Agreement and the Individual Agreement (being a security financial collateral arrangement, as such term is defined in the Securities Financing Transactions Regulation and the Financial Collateral Arrangements Directive), and the Business Rules. The Company will exercise the right of use to secure its own commitments made related Framework Agreement and the Individual Agreement, including the reuse of the collateral pursuant to the applicable terms of the Securities Financing Transactions Regulation.

- 8.3. Accordingly, the right of use under this Clause 8. is in addition to the right for liquidation of a financial instrument in the event of default and does not temporarily or permanently deprive the ability of the Client to use or deal in those financial instruments.
- 8.4. When the Company exercises the right of use, the financial instruments that are the subject of this Framework Agreement and the Individual Agreement or other securities on the Client account up to 100 % of the loan amount will be moved from the Client Account to the Company's account held by Interactive Brokers LLC, dedicated for holding these financial instruments.
- 8.5. By signing this Framework Agreement, the Client gives prior express consent to (i) place and hold the financial instruments subject to this Framework Agreement and the Individual Agreement on an omnibus account held by third party, (ii) use these financial instruments pursuant to this Framework Agreement and the Individual Agreement and the Business Rules of the Company, including the right of use and reuse.
- 8.6. In return the exercise of the right of use, the Company deposits cash collateral into the Client Account in an amount that is equivalent to the market value of the relevant financial instruments. If necessary, the value of the cash collateral will be adjusted daily to reflect market fluctuations in the value of the relevant financial instruments. This cash collateral transferred to the Client Account will be protected in accordance with applicable client asset requirements.
- 8.7. The Company undertakes to return the given financial instruments, subject to this clause, to the Client in the same or an equivalent form, but it will not return to the Client a financial instruments of a different type.
- 8.8. The Client confirms that the Client understands and acknowledges the risk incurred by the granting of the collateralized financial instruments under the security financial collateral arrangement (as well as this clause), and the right of use (including the reuse by the collateral taker), as set forth in Appendix 3 under the "Information Statement in accordance with Article 15 of the Securities Financing Transactions Regulation". Furthermore, the Client confirms that the Client understands and acknowledges that the collateralized financial instruments are deemed to be under an exclusive collateral with the Company and may not be concurrently collateralized by the Client for any other purposes.
- 8.9. In order to avoid any misunderstanding, the Parties explicitly agree, and the Client particularly consents to, based on Section 6:78.§. of the Hungarian Civil Code, that based on the foregoing,
 - a) the 'right of use', and 'reuse', set out in this Section, shall not be considered a 'title transfer collateral arrangement', but a 'security collateral agreement' within the meaning and under the provisions of the Securities Financing Transactions Regulation;
 - b) based on the 'right of use' and 'reuse', the Company shall hold the right to effectively loan out the financial instrument, granted by the Client as a collateral pursuant to the 'security collateral agreement' to Interactive Brokers LLC;
 - c) the provisions set forth in this clause meets the conditions set out in Section 58.§. (1)-(4), and other applicable provisions of the Investment Services Act, as well as Article 15, Reuse of financial instruments received under a collateral arrangement of the Securities Financing Transactions Regulation;
 - d) the provisions set forth in this clause shall not fall under the prohibition set out in subsection (10) of Section 16 of the DIRECTIVE 2014/65/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (of 15 May 2014) on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (MIFID II).

9. No coverage

- 9.1. The Company continuously examines the coverage of the securities account. If the quotient of the value of all collateral deposit provided by the Client and the total liabilities debiting the account does not reach the minimum amount specified by the Company in the Announcement, the Company is entitled to follow the liquidation order specified in the Announcement, sell either existing assets or the asset purchased from the loan and use the proceeds from the sale to reduce the Client's outstanding loan amount (liquidation) to the extent that after the sale the quotient of the total collateral deposit and the total liabilities to the account reaches the limit.

9.2. The Company is not obliged to issue a margin call to the Client.

10. Provisions on data processing

10.1. The Client acknowledges that the Company provides data to the Central Credit Information System in order to fulfil its legal obligations. The Client declares that they have received full information from the Company about the Central Credit Information System, the rules of data transfer and data processing, and the available legal remedies, the detailed provisions of which are contained in the annexes to the Company's Business Rules.

10.2. The purpose of processing the provided data in accordance with the legislation: to verify the fulfilment of the rights and obligations included in this Agreement, to enforce the legitimate interests of the Company, to settle accounts in accordance with the legal relationship regulated in this contract, risk analysis and evaluation, and to maintain contact.

10.3. Duration of data processing: the end of the 5th year following the termination of the legal relationship between the Client and the Company, except for personal data specified in Act CXXXVI of 2007 on the Prevention and Combatting of Money Laundering and Terrorist Financing, which the Company is obliged to retain for 8 years from the termination of the business relationship in accordance with the provisions of the said Act.

10.4. The data processing is performed by the Company in its own organisation. Should data be transferred in the framework of outsourcing, in accordance with the provisions of Act CXXXVIII of 2007 (Investment Firms Act), the scope and the performer of the outsourced activity are also indicated in the annex to the Company's Business Rules.

11. Termination of the Framework Agreement

11.1. This Framework Agreement shall enter into force on the date of approval by the Parties and shall be concluded for an indefinite period.

11.2. The termination and cancellation of this framework agreement shall be governed by the provisions of the Main Agreement, the Business Rules and its annexes, as well as the provisions of the Announcements.

11.3. Individual Agreements entered into by the Client shall automatically terminate upon termination of the Framework Agreement, and in this case, the Company is entitled to sell the assets purchased from the loan, and if the amount received is not sufficient to repay the loan and interest, the Company is entitled to increase the negative cash balance of the Client with the remaining amount of the loan. The rules for clearing the negative balance are contained in the Company's Business Rules.

12. Closing provisions

12.1. In matters not regulated in this Framework Agreement and in the interpretation of terms not defined, the Main Agreement and other agreements previously concluded between the Company and the Client, as well as the Company's Business Rules and other regulations and Announcements in force at any time shall be followed.

12.2. The Company is not liable for the consequences of corporate events at the issuer of the loan asset, for changes in the characteristics of the security as a result of the corporate event and the effects of those changes on specific investment loan.

12.3. The Parties shall endeavour to settle disputes arising out of this Framework Agreement primarily in an amicable manner. The Client may indicate its objections, claims and complaints arising from this Main Agreement in accordance with the provisions of the Complaint Handling Policy. The Company will investigate the matter and make a resolution within thirty days, of which the Client will be notified in writing. If the above procedure does not lead to a result, the Parties—if the Client does not qualify as a consumer—submit to the exclusive competence and jurisdiction of the Commercial Court of Arbitration. The Commercial Court of Arbitration shall act in accordance with its own Rules of Procedure, in the Hungarian language. The Client is entitled to exclude the exclusive competence and jurisdiction of the Commercial Court of Arbitration with a unilateral declaration made at the time of concluding the agreement. If a Client qualifies as a consumer, the general rules of the Civil Procedures (Pp. or Civil Procedures Act) shall apply.

Budapest, day month year

Client

Company

Individual Agreement

concluded by and between

Interactive Brokers Central Europe Zrt. (registered office: 1075 Budapest, Madách Imre út 13–14.; company registration number: 01-10-141029), as Contractor (hereinafter referred to as Company),

and

name:

home address:

personal ID No.

account number:

tax code:

as client (hereinafter referred to as Client),

(the Company and the Client hereinafter jointly referred to as Parties) at the place and date, and under the terms and conditions specified below:

- 1.** The Parties stipulate that an investment loan framework agreement (hereinafter referred to as Framework Agreement) has been concluded between them, under which the Client is entitled to request an investment loan from the Company at least by giving an order in accordance with the terms of this agreement or concluding this agreement.
- 2.** The Company provides an investment loan to the Client for the purchase of a product defined by the following parameters: product's name, quantity, ISIN code, the site of the execution of the transaction, term.
- 3.** Prior to granting of the loan, all amounts of cash in the Client's account will be used to purchase the affected products, and the Company will disburse the investment loan only to the part of the purchase price exceeding the above cash balance.
- 4.** This Agreement shall automatically terminate upon termination of the Framework Agreement, in which case the Company is entitled to sell the assets purchased from the loan, and if the amount received is not sufficient to repay the loan and interest, the Company is entitled to increase the negative cash balance of the Client with the remaining amount of the loan.
- 5.** If the issuer of the products involved in the lending event has a corporate event that affects the number, nominal value or ISIN of the security, the Company is entitled—upon its specific decision—to terminate this agreement with immediate effect on the trading day preceding the corporate event.
- 6.** The Company is entitled to terminate the specific Individual Agreement(s) (even without terminating the Framework Agreement or any other Individual Agreement entered into under it) in all cases where it is entitled to terminate the Framework Agreement.
- 7.** The Individual Agreement is concluded electronically.
- 8.** In matters not regulated in this contract, the provisions of the Company's Business Rules, the Main Agreement between the Parties, the Investment Loan Framework Agreement and the relevant legislation shall apply.

Budapest, day month year

Client

Company