

## CUSTODY AGREEMENT

entered into on [\*] between

[\*] with its registered office at [\*]  
(the "Client"),

and

**ING Bank N.V. Hungary Branch** with its registered office at 1068 Budapest, Dózsa György út 84/b.,  
registration number 01-17-000547(the "Bank"),

on the Securities Custody Account:

1. **Appointment and Acceptance.** The Client appoints the Bank as custodian to establish a securities custody account (the "Securities Account") for the Client on behalf of the Client, maintained in the Bank's books and identified as held solely for the benefit of the Client. The Client deposits its securities ("Securities") on the Securities Account.

Securities Account number of the Client held at ING Bank is: [\*]

Securities Account number of the Client held at KELER Rt. is: [\*]

2. **Securities.** The Securities are listed in Annex 1. containing the Securities deposited with the Bank at the time of signing of this Agreement. The List of Securities may change from time to time according to the written request of the Client.

3. **Separate Custody.** Pursuant to the Custody Agreement the Securities of the Client shall be held for the Client in separate custody, i.e. separately from all other securities held or owned by the Bank. It shall be evident from the Bank's books at any time during the life of this Agreement that the Securities are held by the Bank in custody for the Client.

4. **Authorised instructions.** Any instruction in connection with the Securities deposited on the Securities Account may only be accepted and performed by the Bank, if such instruction is from such persons who are listed in the list of Specimen Signatures attached to this Agreement as Annex 2.

5. **Reasonable Care.** The Bank undertakes to hold the Securities in custody, to handle them with reasonable care and to issue a certificate of ownership for the Client, if requested. The Bank shall supply Securities Account statements on monthly basis.

6. **Client's Co-operation.** In order to carry out the Bank's rights and obligations under this Agreement the Client has to provide all necessary co-operations to the Bank.

7. **Compensation.** The Bank shall be entitled to compensation for its services as custodian under this Agreement according to Annex 3. The fees due to the Bank shall be paid by [\*] on an annual. The fee shall be transferred by the Client to the EUR account no. [\*] of ING Bank N.V. Hungary Branch The payment

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shall be due until the 7th day following receipt by the Client of an invoice from the Bank regarding the custody fee for the respective period. The Bank may change its compensations and fees by sending notice to the Client.

8. **Deliveries.** Any instructions or communication in connection with this Agreement shall be mailed to the addresses as follows:

If to the Bank:

Attn. of: Custody Department  
ING Bank N.V. Hungary Branch  
Dózsa György út 84/b.  
1068 Budapest  
Fax: (36 1) 267 3740  
Telephone: (36 1) 235 8860, 8764

If to the Client:

Attn. of: [\*] with its registered office at [\*]

Copy to: [\*].

Fax: .....

Telephone: .....

Invoice of the custody fee shall be posted to:

Attn. of: [\*]

Fax: .....

Telephone: .....

9. **Redress of Damages.** Unless caused by Bank's gross negligence or wilful misconduct, the Bank shall have no liability to the Client in respect of damages sustained by the Client in connection with this Agreement.

10. **The Tenor of the Agreement.** This Agreement shall be effective as of the date it has been signed by both parties and the term of this Agreement shall be indefinite. The Bank or the Client may terminate the Agreement in writing at any time subject to a fifteen (15) day termination period. Such termination period shall start to run on the day immediately following the date of receipt of such written termination notice by the Bank or the Client as the case may be. Any termination notice shall specify the manner of delivery by the Bank of the Securities released from custody and such delivery should be completed by the termination date.

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11. **General Conditions.** The Bank's General Terms and Conditions, a copy of which has been provided to the Client made a part of this Agreement and may be modified by the Bank in its own competence. In the event of any inconsistency between a provision of this Agreement and the Bank's General Terms and Conditions, this Agreement shall prevail.

12. **Execution.** This Agreement has been executed in two (2) original counterparts.

13. **Place of Jurisdiction and Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Hungary. The parties hereto irrevocably submit to the exclusive jurisdiction of the Metropolitan Court (Fővárosi Bíróság) in connection with any action or proceeding relating in any way to this Agreement.

Place and Date: [\*]

for the Bank

for the Client

Signature

Signature

Name Printed  
Title

Name Printed  
Title

Signature

Signature

Name Printed  
Title

Name Printed  
Title

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**Annex 1.**

**List of Securities**

..... dematerialised, registered, ordinary shares

Quantity: ..... pcs.

ISIN code: HU00000.....

Face value: HUF ..... per share

Aggregated face value: HUF .....

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..... dematerialised, registered, preferred shares

Quantity: ..... pcs.

ISIN code: HU00000.....

Face value: HUF ..... per share

Aggregated face value: HUF .....

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**Annex 2.**

**Specimen Signature**

According to the attached Specimen Signatures.

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### **Annex 3.**

#### **List of Custody Service Prices**

Under Section 7 of the Custody Agreement between [\*] and ING Bank N.V. Hungary Branch dated [\*] the Bank is entitled to the following compensation.

The below fees are charged monthly.

1. All fees charged by the KELER Zrt. (Central Clearing House and Depository), PSZÁF (Hungarian Financial Supervisory Authority) and BEVA (Investor Safety Fund) will be passed over to the Client.
2. Safe custody fee charged by ING Bank: [\*] per annum.
3. If, in executing the Authorised Instructions of the Client, the Bank incurs any out-of-pocket or incidental expenses, the Client hereby agrees to reimburse the Bank at the request of the Bank according to the compensation procedure of the Bank.