



**UNICREDIT LONG-TERM INVESTMENT CONTRACT FRAMEWORK AGREEMENT  
ON THE OPENING OF CONSOLIDATED SECURITIES ACCOUNT**  
for private individuals  
(Collection year: \*)  
(hereinafter referred to as: "the Agreement")

that has been concluded by and between

**UniCredit Bank Hungary Zrt.**  
Registered address: H-1054 Budapest, Szabadság tér 5-6  
Company registration number: Cg. 01-10-041348  
as the Bank (hereinafter: the "Bank"),

and

<b>Name:</b>	
<b>Place and date of birth:</b>	
<b>Mother's name:</b>	
<b>Permanent address:</b>	
<b>Personal identification document number</b>	
<b>Phone number:</b>	<b>Fax no.:</b>
<b>Legal residence:</b>	
<b>Tax number:</b>	

as Account Holder (hereinafter: the "Client")  
(the Bank and Client hereinafter collectively: the "Parties")

on the place and date referred below under the following conditions:

**I. General Provisions – Consolidated Long-Term Investment Contract Securities Account**

- 1.1. Parties agree that on the basis of the Agreement the Bank shall open and manage a consolidated securities account with long-term investment purpose (hereinafter: LTIA securities account) in accordance with the provisions of the Act No. CXVII of 1995 on the personal income tax (hereinafter: PIT Act) in order to keep record of and manage the Client's existing and future dematerialised, printed securities. Parties furthermore agree that on the basis of this Agreement the provisions of Section 67/B of the LTIA Act shall be applicable to Client's generated income.

Number of LTIA securities account: .....

Currency of LTIA securities account: .....

Securities account number: .....

1.2. Parties agree that relating to the Agreement, they conclude individual bank account agreement(s) with limited purpose (hereinafter: LTIA account) for the execution of cash flow transactions in connection with the investment services and auxiliary services used by the Client (LTIA securities account and LTIA money account jointly hereinafter referred to as: LTIA account). The terms and conditions specified – unless this Agreement provides otherwise - shall apply to all LTIA accounts.

The Client undertakes to open and keep – in addition to the LTIA money account – a payment account (hereinafter: bank account), in the currency corresponding to the currency of the LTIA account, with the Bank during the effect of this Agreement.

The Bank undertakes to perform on the LTIA account the Client's properly submitted orders that can be executed according to the PIT Act and the relevant regulations of the Bank.

1.3. The Client agrees that concurrently by signing the Agreement, or subsequently in the year of the conclusion of this Agreement, he/she shall be required to make a payment of at least HUF 25,000 that is Twenty-five thousand forint (or equivalent FX amount) to the above indicated LTIA money account or, in the case of a transfer for tying-up purposes as defined in the PIT Act received from another credit institution, the Client will be required to hand over to the Bank a statement on the transfer issued by the Client and the credit institution managing the LTIA account from which the transfer for tying-up purposes is made (hereinafter: Originating Bank) with a content accepted by the Bank.

1.4. Payments made on the basis of this Agreement as well as the returns on these payments shall be considered as funds tied up on the LTIA account, which shall be retained by Client in the tying up records kept based on the Agreement for at least three calendar years (hereinafter: Three-year tying up period) following the calendar year of payment, and if the tying up is extended continuously, for two additional calendar years (hereinafter: two-year tying up period; the Three and Two-year tying up periods together: Five-year tying up period), and those liquid assets and securities that the Bank keeps on record in its tying-up records in accordance with the Agreement on the basis of a transfer for tying-up purposes as defined in the PIT Act and with the data specified in the Originating Bank's certificate. For the purposes of the funds and securities recorded on the basis of an incoming transfer for tying-up purposes, a Collection year shall be the year the Agreement is concluded and the calendar year in which the first payment is made to the LTIA account (both conditions shall be met); the Two, Three or Five-year tying-up period shall be calculated from this Collection year.

## **II. Disposition over the LTIA account**

2.1. The Client understands that the balance of the LTIA securities account and LTIA money account cannot be transferred with regard to Section 2.2 during the effect of the Agreement without the termination of the Agreement, furthermore it cannot be carried over to another account (except for the conversion between LTIA accounts opened according to the above Section 1.2. and denominated in different currencies and the case specified in Section 7.7).

2.2. The Client understands that in line with the provisions of the PIT Act following the Collection year orders regarding the purchase and sale of securities may be executed up to the amount tied up until that time, the balance of LTIA money account cannot be increased by additional payments in addition to the crediting of investment yields, and – based on the Client's declaration – in the case of meeting the conditions set forth in Section 67/B. (4a) of the PIT Act in the case of converting (replacing) the publicly traded securities tied up on the LTIA securities account to (with) privately traded securities, the account balance cannot be increased by additional payments in addition to the crediting of the amount due to the Client.

The Client explicitly understands that the Bank will refuse to execute the transfer orders regarding the transfers between the LTIA securities account and other securities accounts, and between the LTIA money account and other bank account – excluding the Client's Retirement savings securities account and money account, and except for the case of converting (replacing) the publicly traded securities tied

up on the LTIA securities account to (with) privately traded securities according to 67/B. (4a) of the PIT Act, and for the cases set out in Sections 6.2 and 6.3.

2.3. The Client understands that during the effect of this Agreement he/she shall not be entitled to submit a payment order according to the effective legislation on payment services on the charges of the LTIA money account.

### **III. Orders**

3. The Client may give his/her orders regarding the LTIA account – by observing the restrictions specified in the Agreement – in writing, in person or through an authorised person, or, when wishing to use such services by using the Phone Banking Services of the Bank (hereinafter: "Phone Banking") in accordance with the terms specified in the individual bank account agreements indicated in Section 1.2 through phone, as well as by using the Bank's eBanking service, on the basis of the terms specified in the individual bank account agreements indicated in Section 1.2, and, for certain orders, by using the mBanking mobile application.

### **IV. Fees**

4.1. The Client undertakes to pay the fees and charges specified in the Bank's currently effective List of Conditions concerning the LTIA accounts. Parties agree that the Bank shall be entitled to charge the Client's bank account kept with the Bank with the fees and other charges due to the Bank in connection with its investment services and auxiliary services.

4.2. The Bank shall prepare a statement of debits and credits made on the LTIA securities account and a statement on the balance of the account following the execution quarterly, and shall forward it to the Client.

4.3. The Bank shall not pay interest on the credit amount on the LTIA money account.

4.4. The Bank reserves the right to modify the fees / commissions / costs / default interests being due on the basis of the Agreement unilaterally, in compliance with the provisions set out in the General Business Conditions, Business Conditions for Private Customers and in the General Business Conditions for Investment Services and Auxiliary Services.

### **V. Declarations**

5.1. By signing the Agreement the Client declares that in a year that qualifies as a Collection Year under this Agreement he/she did not and will not open another LTIA securities account to which the PIT Act applies. A new account described in this Section may only be opened after the LTIA accounts have been relocated.

5.2. The Client shall make a statement concerning his/her intentions to terminate the tying up (made under the Agreement and pursuant to Section 67/b (4) (b) of the PIT Act) partially or fully until the last banking day of the Three-year tying up period on the appropriate forms of the Bank designed for this purpose.

5.3. The Bank shall issue the Client a certificate according to the provisions of the PIT Act regarding the income generated from the funds tied up on the LTIA account in the year following the tax year of the income generation. The Client acknowledges that the Bank shall not withhold tax from the Client's income generated on the basis of this Agreement; it shall be the Client's liability to meet the tax liability according to the PIT Act. The Client acknowledges that if the income generated on the LTIA account

is subject to a health contribution liability in accordance with Act No. LXVI of 1998 on the health contribution, the Bank will withhold the contribution in accordance with the relevant laws.

5.4. The Client declares that his/her particulars included in this Agreement correspond to the facts in all respects.

5.5. The Bank shall accept no liability for losses, arising due to the fact that the Client has not reported the changes to his/her data, or has done it too late, or in an incorrect manner.

5.6. The Client declares that the transaction orders placed based on this Agreement are submitted in his/her own name (as the beneficial owner). The Client understands that the Bank shall be entitled to require the Client at any time to make such a declaration, which the Client shall provide by the deadline specified in such request or by a reasonable deadline.

## **VI. Termination of the Agreement**

6.1. The Agreement shall terminate:

- if the Client dies,
- at the end of the Five-year tying up period following the Collection year,
- at the end of the Three-year tying up period following the Collection year, if the Client makes a statement in writing until the last business day of the Three-year tying up period that he/she wants to terminate the tying up in full,
- if the Client withdraws even partially the tied up funds or the securities in the Collection year or before the expiration of the Three-year tying up period,
- if the Client withdraws even partially the tied up funds or securities in the Two-year tying up period (including the withdrawal of funds from a LTIA money account denominated in any currency),
- if either in the Three-year tying up period or in the Two-year tying up period in the case of meeting the conditions set forth in Section 67/B. (4a) of the PIT Act, in the case of converting (replacing) the securities tied up on the LTIA securities account the Client fails to make a declaration in order to have the amount due to him/her credited on the LTIA money account or the converted (replaced) securities on the LTIA securities account, on the day of derecognition of the given security from the LTIA securities account;
- if either in the Three-year tying up period or in the Two-year tying up period in the case of meeting the conditions set forth in Section 67/B. (4a) of the PIT Act, in the case of converting (replacing) the publicly traded securities tied up on the LTIA securities account to (with) privately traded securities on the LTIA securities account the Client fails to make a declaration in order to have the amount due to him/her credited on the LTIA money account or the converted (replaced) securities on the LTIA securities account, on the day of derecognition of the given security from the LTIA securities account;
- with the Bank's termination with immediate effect if despite of the provisions of Sub-section 5.1 of Section V of this Agreement the Client already opened a LTIA securities account with the Bank in the Collection year,
- through written cancellation by Parties with 15 days' notice period.
- in the case of an Outgoing transfer for tying up purposes as defined in Section 6.2,
- in the case specified in Section 6.5.

6.2. During the Collection year and the Five-year tying up period, the Client shall have the right to transfer to another credit institution (hereinafter: Recipient Bank) the entire amount of funds and securities available on the LTIA money account and the LTIA securities account, respectively, without cancelling the tying up and for the same purposes as the purposes of this Agreement (hereinafter: Outgoing transfer for tying-up purposes). The Client acknowledges that an Outgoing transfer for tying-up purposes may be initiated on a form designated for this purpose and by the Client or the Recipient Bank in person or through an authorised representative. In the case of an Outgoing transfer for tying-up purposes, the period between the Collection year and the Outgoing transfer for tying-up purposes

shall form part of the Three-year tying up period or the Five-year tying up period. The Client will report to the Bank his/her intention to make an Outgoing transfer for tying-up purposes and the Bank will issue the certificate for the Client and the Originating Bank on the tying up as defined in the PIT Act after the completion of the transfer.

6.3. The depletion of the LTIA securities account or LTIA money account shall not mean the termination of the Agreement. Parties agree that on the basis of the Client's in-bank transfer order submitted concurrently with the termination of the Agreement— except for the depletion of the LTIA securities account or LTIA money account –, and the withdrawal at the end of the Three-year tying up period or on the basis of an Outgoing transfer order for tying-up purposes the Bank shall transfer the funds (including also the securities) tied up on the LTIA account on the second banking day following the day of termination or on the first banking day after the last day of the Three-year tying up period in accordance with the Client's instructions.

6.4. The Client understands that he/she shall not be entitled to terminate the Agreement prior to the execution/settlement of pending orders already received by the Bank.

6.5. The Client acknowledges that in connection with an incoming transfer for tying up purposes the Client will only have the right to submit an order under the Agreement concerning the securities credited to the LTIA securities account and the funds credited to the LTIA money account from the 2<sup>nd</sup> day after the Bank receives the Originating Bank's tying up certificate. The Client also acknowledges that if the tying up certificate as defined in the PIT Act and issued by the Originating Bank is not handed over to the Bank within 10 days following the day the securities or the funds are credited to the account at the Bank, this Agreement will terminate on 10<sup>th</sup> day after the crediting and the securities or funds credited to the account will be returned on the banking day after the termination to the securities or bank account from which it was originally transferred.

## **VII. Other provisions**

7.1. By signing this Agreement, the Client expressly consents and authorises the Bank to disclose the banking secrets that the Bank has become aware of in association with the Client to any present and future member of UniCredit Group for the purpose of the fulfilment of the Bank's statutory tasks and obligations, consolidation, risk analysis and selling of services, control the data and documents presented by the Client in the databases of the Central Office for Administrative and Electronic Public Services with the assistance of GIRO Zrt., identify the photo, signature and personal particulars of the Client within the meaning of the Act CXII of 2011 on Informational Self-determination and Freedom of Information (Data Privacy Act), have the same data disclosed electronically upon the Bank's related written request, and process the data of GIRO Zrt. for the purpose of control.

7.2. The Client understands that his/her claim recorded on the LTIA securities account shall be considered as insured according to the rules of Act No. CXX of 2001 on the capital markets (Capital Market Act) regarding the Investment Protection Fund.

7.3. The Client understands that the credit balance recorded on the LTIA money account – together with other deposits of the Client placed with the Bank – are insured by the National Deposit Insurance Fund according to Sections 209-219 of the Act CCXXXVII of 2013. on credit institutions and financial enterprises (the Credit Institution Act)

7.4. The Parties declare that they have come to an agreement regarding every question related the subject matter of the Agreement deemed material by them. This Agreement contains all conditions the Parties have agreed on and no previously existing custom, practice or market practice shall constitute a part of the Agreement without any reference made to such practice in this Agreement. The General



Business Conditions, the Business Conditions for Private Customers, the Bank's General Business Conditions for Investment Services and Auxiliary Services, and its currently effective List of Conditions and the Announcement shall form part of this Agreement. The Client declares that he/she has read the referred Business Regulations of the Bank, the List of Conditions and the Announcement and accepts their contents as binding on himself/herself.

7.5. Regarding issues not provided for herein the PIT Act, the Capital Market Act, the Credit Institutions Act., the Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing their Activities, the Act No. V of 2013 on the Civil Code and the currently effective relevant statutory provisions shall apply.

7.6. Parties declare that if the provisions of the PIT Act regarding the long-term investments are amended in a manner that affects the content of this Agreement, the provisions set out in the legislation shall apply as long as Parties do not amend this Agreement in compliance with the legislation. Except for this case any amendment of this Agreement shall be valid only if made in writing.

7.7. This Agreement shall enter into effect on the day on which both Parties sign it, and at the end of the third calendar year following the Collection year its term shall be automatically extended by two additional calendar years, if the Client does not make a statement on the cancellation of the entire amount of tied up funds in writing until the last bank working day of the Three-year tying up period. By terminating the tying up the Client initiates the payment of the total amount of tied up funds. If on the basis of a separate statement the Client withdraws only part of the tied up funds until the last bank working day of the Three-year tying up period, regarding the part of the tied up funds left on the LTIA account – corresponding to at least HUF 25,000 that is Twenty-five thousand Forint (or equivalent FX amount) – the Five-year tying up period is not interrupted, this Agreement shall remain in effect regarding the remaining part.

7.8. In case of deposits insured by the National Deposit Insurance Fund offsetting between the Bank and the Client will be possible if the Client owes an overdue unpaid amount to the Bank expired before the day of the opening of the compensation procedure.

The parties have signed the present Agreement after having read and interpreted it as fully in accordance with their will.

This Agreement (including also the Annexes thereto) is made in two copies, of which one shall belong to the Client and the other to the Bank

....., .....

Client

UniCredit Bank Hungary Zrt.

Annexes:

Annex 1 - Information for deposit holders