

SECURITIES LENDING FRAMEWORK AGREEMENT

which was concluded by and between

Interactive Brokers Central Europe Zrt. (registered seat: Madách Imre út 13-14., Budapest 1075; company registration number: 01-10-141029), as lending/borrowing party (hereinafter: '**Company**') and

For Natural Persons	
Name:	
Address:	
Identification card number:	
Account number:	
Taxpayer Identification Number:	

For Entities	
Name of entity:	
Registered seat:	
Registration number:	
Account number:	
Tax number:	
Represented by:	

as lending/borrowing party (hereinafter: '**Client**'; **the Company and the Client** hereinafter collectively referred to as the '**Parties**') at the date and place written below, subject to the following terms and conditions:

1. Subject of the Securities Lending Framework Agreement

- 1.1. This Securities Lending Framework Agreement (hereinafter: 'Framework Agreement') shall complement the Main Agreement entered into by the Parties.
- 1.2. Based on this Framework Agreement the Parties will enter into securities lending and borrowing transactions as defined in Section 5 paragraph (1) point 44. of Act CXX of 2001 on the Capital Market, in a manner that is defined either in the Short Selling Agreement or the Stock Yield Enhancement Program Agreement.

The Short Selling Agreement is a securities loan agreement and a consignment agreement under which the Company borrows securities in order to make settlement on the Client's short sale transaction ("Short Sale"), and the Client shall be obliged to pay a daily fee until such time as the Client's short position is closed-out. Under the Stock Yield Enhancement Program Agreement the Client authorizes the lending of fully paid or excess margin securities to the Company, at its discretion, in consideration of a daily fee.

- 1.3. The terms and conditions of the Short Selling Agreement shall be contained in Annex 1 attached to this Framework Agreement, while the Stock Yield Enhancement Program Agreement shall be attached hereto as Annex 2.
 - 1.3.1. The annexes to this agreement are applicable solely to the extent that the Client has elected certain permissions within Company's client registration system and they are currently in force. If a Client changes their permissions by removing investment loan privileges or unenrolls from

the Stock Yield Enhancement Program the respective annexes for those programs will cease to apply. The following explains the applicable permissions Clients may elect and their impact on the applicability of the annexes to this Framework Agreement:

- 1.3.1.1. Annex 1 – Short Selling Agreement – is applicable to Clients who have investment loan privileges, which entitles the Client to sell short shares of securities.
- 1.3.1.2. Annex 2 - Stock Yield Enhancement Program Agreement – is applicable to Clients who have separately opted into the Company's Stock Yield Enhancement Program.
- 1.4. One of the Parties will, from time to time, seek to initiate the conclusion of a specific securities loan contract ('**Specific Loan Contract**') by either: (1) the Client entering an order into the Company's trading system(s) to sell short shares of securities under the Short Selling Agreement; or (2) the Company lending the Client's fully-paid or excess margin shares under the Stock Yield Enhancement Program Agreement (these securities and shares are hereinafter referred to as '**Securities**'). The Client's account statement will include details of the securities that were sold short, represented by an open short position, or lent by the Company as part of the Specific Loan Contract. The terms and conditions of the Specific Loan Contract shall be set out in the Main Agreement, this Framework Agreement, the Short Selling Agreement, or the Stock Yield Enhancement Program Agreement, the order entered into the Company's trading system(s) and the Company's Fee Schedule.
- 1.5. Subject to the conclusion of a Specific Loan Contract, the lending party agrees to transfer the Securities defined in the Specific Loan Contract, in the amount specified therein, to the borrowing party on the same business day, in the case of the Stock Yield Enhancement Program, or on the settlement date of the Short Sale, in such case. When acting as the lending party the Company will transfer the Securities directly to the buyer which is counterparty to the Client's Short Sale, without transferring them to the Client's securities account maintained at the Company. If the Client is the lending party, the Company shall transfer the Securities from the Client's securities account maintained with the Company.
- 1.6. The borrowing party agrees to return the loaned Securities on the termination date specified in the Specific Loan Contract. When acting as the borrowing party, the Client will pay a daily fee until the Specific Loan Contract's conclusion. As the borrowing party, the Client will ensure that the Securities are made available in their account on a date and time of the Client's choosing, at which point the Company will transfer the Securities from the Client's account. The Company shall return the loaned Securities into the Client's securities account when acting as the borrowing party and when the Specific Loan Contract is terminated.
- 1.7. When the Client is the borrowing party they shall ensure that throughout the duration of the Specific Loan Contract their account maintained with the Company contains sufficient financial resources to cover any fees associated with the Specific Loan Contract. The Client authorizes the Company to charge their account directly to collect the fees. The Company will credit the Client's account with any remuneration owed in relation to the Specific Loan Contract when the Client is the lending party.
- 1.8. This Framework Agreement shall only be concluded if all the following conditions are met:
 - a) The Client has executed this Framework Agreement, and
 - b) The Client has signed the Risk Disclosure Statement in approval of the risks which the Client may be exposed to under this Framework Agreement.

2. Representations and Warranties

- 2.1. The lending party hereby represents and warrants that the Securities are free and clear of all mortgages, liens and encumbrances (particularly that of rights of first refusal, buying options, repurchase options, rights on securities deposits or pledge), and that they are marketable with no limitations of any kind whatsoever on the right to dispose of. If the Securities were issued in printed form, the lending party shall represent and warrant that their endorsement is blank.

3. Provisions on Data Processing

- 3.1. The Client understands and acknowledges that in order to fulfil its regulatory reporting obligations, the Company shall submit data to the Central Credit Information System. The Client hereby represents that it has been provided full and timely information by the Company about the Central Credit Information System, the rules of data transfer and data processing, as well as the remedies available to data subjects, the detailed regulation of which is set forth in the respective Annexes of the Company's Business Rules.
- 3.2. In accordance with legislation, the data submitted shall be processed for the following purposes: verifying the performance of the contractual rights and obligations set forth herein, pursuing the legitimate interests of the Company, clearing, risk analysis and assessment and communication between the Parties subject to the conditions set forth herein.
- 3.3. Duration of data processing: until the end of the 5th year following the termination of the legal relationship between the Client and the Company, save for the cases of personal data processing stipulated by Act CXXXVI of 2007 on the Prevention and Combating of Money Laundering and Terrorist Financing, when the law requires the Company to retain the data for eight (8) years after the termination of the business relationship.
- 3.4. Data are controlled and processed within the Company's own organization. If data are to be transferred under an outsourcing agreement, the Company shall disclose the scope of outsourcing and the selected outsourcing service provider in an Annex to the Company's Business Rules in compliance with the provisions of Act CXXXVIII of 2007 (Investment Act).

4. Term and Termination of the Framework Agreement

- 4.1. This Framework Agreement shall enter into effect when duly executed by the Parties hereto and will remain in effect indefinitely.
- 4.2. The cancellation and termination of the Framework Agreement shall be subject to the respective provisions of the Main Agreement, the Business Rules and its Annexes, as well as the disclosures made in the Notices.
- 4.3. The Short Selling Agreement and Stock Yield Enhancement Program Agreement concluded during the term of this Framework Agreement shall be automatically terminated when this Framework Agreement is terminated.

5. Closing Provisions

- 5.1. Any issues not regulated and the interpretation of any terms not specifically defined in this Framework Agreement shall be subject to the provisions of the Main Agreement and other contracts previously concluded by and between the Company and the Client, as well as to the Company's Business Rules and other policies or Notices, as amended from time to time.
- 5.2. The Company may modify or amend this Framework Agreement at its own discretion in compliance with the provisions, and subject to the conditions and limitations set out in the Company's Business Rules, as amended from time to time.
- 5.3. The Company shall not be liable for the consequences of corporate events affecting the issuer of the loaned instruments, for any changes to the particulars of the security as a result of such corporate events, nor for the impact of such changes on the transaction.
- 5.4. The Parties shall use their best efforts to amicably settle any and all disputes arising out of or in connection with this Framework Agreement. The Client may give notice of any issues, claims and complaints arising out of this Framework Agreement in accordance with the procedure described in the Complaint Management Policy. The Company shall investigate the matter and come to a decision within thirty days, and inform the Client in writing thereof. Should the above procedure fail to be productive, the Parties hereto shall refer their case to the exclusive jurisdiction and competence of the Arbitration Court attached to the Chamber of Commerce, unless the Client is a consumer. The Arbitration Court attached to the Chamber of Commerce shall act according to their own Rules of Procedure and the language of the procedure shall be Hungarian. By virtue of a unilateral statement made at the time when concluding the contract, the Client is entitled to exclude the exclusive jurisdiction and competence of the Arbitration Court

attached to the Chamber of Commerce. If the Client is a consumer, the rules of Act CXXX of 2016 on the Code of Civil Procedure shall be applied.

Signed in Budapest, on this day of month, year

Client

Company

Annex 1 - Short Selling Agreement

which was concluded by and between

Interactive Brokers Central Europe Zrt. (having its principal place of business at Madách Imre út 13-14., Budapest 1075; company registration number: 01-10-141029), as lending party (hereinafter: '**Company**') and

For Natural Persons	
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Address:	
Identification card number:	
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For Entities	
Name of entity:	
Registered place of business:	
Registration number:	
Account number:	
Tax number:	
Represented by:	

as borrowing party (hereinafter: '**Client**'; **the Company and the Client** hereinafter collectively referred to as the '**Parties**') at the date and place written below, subject to the following terms and conditions:

1. The Parties hereby state that they have concluded a Framework Agreement and wish to enter a securities loan and consignment framework agreement to enable the Client to sell securities short.
2. The Parties agree that under this agreement the Client – by entering an order into the Company's trading system(s) – is entitled to initiate the conclusion of a Specific Loan Contract under which the Company borrows securities in order to make settlement on a short sale transaction entered by the Client, who shall be obliged to pay a daily fee until such time as the short position is closed out.
3. The Client's order shall include at least the: (1) designation of the Securities that are the subject of the Specific Loan Contract under this agreement (e.g., issuer, name of the security, ISIN number, series etc.); (2) the quantity; and (3) the terms of the sale of the Securities, including indication of the buyer or the regulated market where the Securities are to be sold, and the specific order for the designation of the selling price.
4. The duration of the Specific Loan Contract is one (1) business day ('**Duration**'). If after the Duration has passed the Client has not made the Securities available on their securities account, for the purpose of repayment of the Specific Loan Contract, then the Specific Loan Contract is automatically renewed between the Parties.

5. The Specific Loan Contract is only concluded if the Company agrees to it by accepting the Client's order in the Company's trading system(s) to repurchase the Securities.
6. The Parties agree that the Securities are not kept on the Client's securities account after their lending and before their selling, and therefore the Client shall not be entitled to exercise any rights associated with the Securities, including the right to dividends.
7. The Client agrees to pay a daily fee as consideration of the services of the Company set out in Section 2 of this agreement during the Duration. The fee shall include the costs for the Company to borrow the Securities, and the currency and amount will be indicated in the Company's trading system(s). The Client understands the fee is displayed in advance on a best-efforts basis and is based on market rates which may fluctuate.
8. The Client expressly acknowledges and agrees that in case the Company is unable to borrow the Securities prior to the settlement day for the transaction in which the Securities have been sold, the Company may acquire the Securities for delivery via buy-in and the Client shall cover all costs related to the buy-in.
9. The Company may terminate the Specific Loan Contract and/or this agreement for cause with immediate effect if the Client fails to pay the daily fee when due or fails to return the loaned securities by the agreed date. The Client may terminate the Specific Loan Contract and/or this agreement for cause with immediate effect if the Company fails to loan the securities within 1 (one) business day.
10. All terms defined in the Framework Agreement shall have the same meaning as defined therein.

In witness whereof, the Parties hereto have executed this Contract after they had read and understood it, and agreed to the terms.

(date)

Client

Company

Annex 2 - Stock Yield Enhancement Program Agreement (SYEP)

which was concluded by and between

Interactive Brokers Central Europe Zrt. (registered seat: Madách Imre út 13-14., Budapest 1075; company registration number: 01-10-141029), as borrowing party (hereinafter: **Company**) and

For Natural Persons	
Name:	
Address:	
Identification card number:	
Account number:	
Taxpayer Identification Number:	

For Entities	
Name of entity:	
Registered seat:	
Registration number:	
Account number:	
Tax number:	
Represented by:	

as lending party (hereinafter: **Client; the Company and the Client** hereinafter collectively referred to as the '**Parties**') at the date and place written below, subject to the following terms and conditions:

1. The Parties hereby state that they have concluded a Framework Agreement and wish to enter a securities loan agreement.
2. The Client agrees to transfer, in consideration of the loan fee specified hereunder, any of the securities held on the Client's securities account to the Company in the form of a securities lending and borrowing transaction within the meaning of Section 5 (1) 44. of Act CXX of 2001 on the Capital Market, in any quantity decided by the Company at its sole discretion (the loaned security in the loaned quantity shall be hereinafter referred to as: '**Securities**'), for a duration of 1 (one) business day ('**Duration**'). The Client understands and acknowledges that the Client shall have no right of approval in respect of the securities lending transactions initiated under this agreement.
3. The loan fee (or in case it cannot be precisely determined before payment, an approximation) shall be in the Company's trading system.
4. The Company shall initiate the lending of the Securities and evidence the transaction by recording the details of the Specific Loan Contract on the Client's statement. Since the Client agrees to the lending in this agreement, the Company's order automatically results in the conclusion of a Specific Loan Contract if the Securities are available on the Client's securities account.
5. The Client acknowledges that the Company shall not have any obligation to request the lending of any of the Client's securities. Entering an order resulting in a Specific Loan Contract is entirely in the Company's sole discretion.
6. The Company shall be expressly entitled to exercise any rights associated with the Securities throughout the Duration.

7. At the same time when the Securities are transferred, the Company shall place cash collateral on the Client's client account. The amount of the collateral shall correspond to at least 100% of the Market Value defined in Section 11 herein based on the closing price at the stock exchange on the last trading day before the value date.
8. Proceeds earned on the Securities (such as dividends) throughout the Duration shall be due to the Client, and therefore the Company shall promptly transfer the total of such proceeds to the Client's client account as soon as they are credited on the Company's account.
9. Either Party may terminate this agreement for convenience by giving the other party written notice. In the event that the Client terminates by unenrolling from the Company's Stock Yield Enhancement Program through the Company's client registration system, the Specific Loan Agreements hereunder shall not terminate until the earlier of (i) the time the Company returns the Securities to the Client or (ii) one customary settlement cycle for the Security has elapsed. This contract shall also terminate if the Framework Agreement terminates.
10. The Company may terminate any Specific Loan Contract with immediate effect any time within its duration. In such a case, the Company shall promptly transfer securities identical to the loaned Securities and of an equal amount to the Client's securities account, and shall, at the same time, promptly credit all amounts arising out of and due under this contract to the Client's client account.
11. The Client may sell the Securities during the Duration. Selling the Securities shall result in either the full or partial termination of the Specific Loan Agreement in effect at the time of the selling.
12. In the event that the Company fails to transfer securities identical to the Securities on loan and of an equal amount to the Client's securities account in a timely manner following the end of the Duration or if the securities lending transaction is terminated for any other reason, the Company shall transfer to the Client's account amount of the Market Value of the Securities that was valid as of the beginning or the end of the Duration, whichever is higher.
13. For the purposes of this Clause, the Company shall determine the market value based on all available market information so as to provide a fair price compared to the market prices prevailing as of the time when the market value is determined (hereinafter: **'Market Value'**).

14. Right of use

- 14.1. 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 Agreement, pursuant to Article 5 of Directive 2002/47/EC ('Financial Collateral Arrangements Directive').
- 14.2. 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 Agreement, 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 to this Agreement, including the reuse of the collateral pursuant to the applicable terms of the Securities Financing Transactions Regulation.
- 14.3. Accordingly, the right of use under this Clause 14. 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.
- 14.4. The right of use under this clause is limited to the process until the financial instruments of the Client are moved from the Client Account to a segregated account. When the Company effectively loans out a security it will do so pursuant to the applicable terms of Capital Market Act, the ownership of the given financial instrument is transferred to the Company, which will loan out the given financial instrument to Interactive Brokers LLC.
- 14.5. When the Company exercises the right of use, the financial instruments that are the subject of this 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 (registered office: One Pickwick Plaza, Greenwich, CT 06830, United States of America).
- 14.6. By signing this Agreement, the Client gives prior express consent to (i) place and hold the financial instruments subject to this Agreement on an omnibus account held by third party, (ii) use these financial instruments pursuant to this Agreement and the Business Rules of the Company, including the right of use and reuse.
- 14.7. 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.

- 14.8. 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.
- 14.9. 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.
- 14.10. 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).

15. All terms defined in the Framework Agreement shall have the same meaning as defined therein. In witness whereof, the Parties hereto have executed this Contract after they had read and understood it, and agreed to the terms.

(date)

Client

Company