

NOTICE ON THE CONDITIONS OF THE FIXED-RATE COLLATERALISED LOAN INSTRUMENT WITH MATURITIES OF 3, 6 AND 12 MONTHS AS WELL AS 3 AND 5 YEARS 1 FOR INVESTMENT FUNDS

I. Description of the transaction

The Magyar Nemzeti Bank (MNB) includes investment funds in eligible counterparties of tenders for fixed-rate collateralised loan instruments with maturities of 3, 6 and 12 months as well as 3 and 5 years, announced for credit institutions (collateralised loan instruments) under the conditions specified in this Notice. The purpose of the collateralised loan instrument is to support the liquidity management of investment funds.

The following items may serve as collaterals for collateralised loans:

- A) securities owned by the investment fund, not excluded according to the Terms and conditions of the operations of the central bank in forint and foreign currency markets or according to this Notice, and pledged in favour of the MNB, i.e. blocked at KELER Zrt. in favour of the MNB as beneficiary, or
- B) securities possessed by the Money Market Counterparty that signed a contract with the investment fund, according to the Terms and conditions of the operations of the central bank in forint and foreign currency markets, pledged in favour of the MNB, i.e. blocked on the securities account held with KELER Zrt., or the corporate receivable portfolio pledged by the same Money Market Counterparty in favour of the MNB.

II. General conditions of using the collateralised loan instrument

- 1. Investment funds may participate in tenders announced on the basis of the notice on fixed-rate collateralised loan instrument tenders with maturities of 3, 6 and 12 months as well as 3 and 5 years in cooperation with credit institutions. In exceptional cases, the MNB may announce collateralised loan instrument tenders for investment funds only.
- 2. The MNB announces tenders with or without quantitative restrictions. Depending on the liquidity conditions and the submitted bids, upon the acceptance of bids the MNB is entitled to apply quantity restrictions not announced previously, depart from the announced volume both upwards and downwards or declare the tender unsuccessful. Upon applying quantitative restriction, in the event of excess demand the MNB satisfies the bids using the rules of card allocation. In the allocation, a combined bid submitted by a fund manager representing an

¹ Consolidated with amendments in effect from 27 May 2020.

investment fund qualifies as one bid. On each tender day, the MNB may announce the collateralised loan instrument for several maturities.

- 3. Of the investment funds falling within Act XVI of 2014 on Collective Investment Trusts and Their Managers, and on the Amendment of Financial Regulations, public open-ended AIF (Fund), not qualifying as a Money Market Counterparty and UCITS, which has already been registered by the MNB on the 1st of April 2020, may participate in the tenders.
- 4. On behalf of the Fund, the fund manager submits a bid under the tender, with the conditions defined in this Notice.
 - a) The form of the bid is a bid, in an electronic document, submitted to forexdesk@mnb.hu, with the content and in the format complying with other conditions of the bid, bearing the electronic signature of the sender's authorised signatories or advanced electronic signature based on qualified certificates, or Identity-based Document Authentication and received by the MNB through encrypted channel (TLS).
 - b) The bid shall be signed by the authorised signatories of the fund whose details (name, phone number, e-mail address) were reported to the MNB by the fund manager in advance. The fund manager may send this notice either in paper form, or in the form of an electronic document to the forexdesk@mnb.hu address, certifying the authorisations and the sample signatures of the signatories (with original sample signatures or with electronically certified sample signatures). If the fund manager submits a paper-based report, the scanned version shall be sent to this e-mail address, while the paper-based version shall be sent to the MNB via a courier service.
 - c) The bid shall specify the amount and the tenor of the requested collateralised loan. The fund manager may submit one bid per tenor at each tender. If the fund manager participates in the tender on behalf of managed Funds, it shall submit a combined bid in line with its order allocation policy. At each tender any fund manager may submit one combined bid per maturity on behalf of not more than three managed Funds, indicating the aggregate amount of the requested collateralised loan.
 - d) Unless the fund manager declares otherwise in the bid, the MNB considers that the Fund submits a bid for a collateralised loan with a collateral defined in section I. A). The fund manager may select only one method for providing the collateral, even in the case of combined bids.
- 5. If the MNB accepts the bid, the fund manager shall, after the MNB's notification to this effect, notify the MNB, not later than on the first working day after the tender, on the breakdown of the combined bid by Funds, indicating the name and the MNB registration number of the Funds, the maturity and the loan amount, and if not provided earlier through one of the channels specified in this Notice for submitting bids the name of the account-keeping bank and bank account number of the Fund, to which the collateralised loan should be disbursed.

- 6. The collateralised loan shall be repaid in lump sum, upon the expiry of the following tenors: 13 weeks, 26 weeks, 52 weeks, 156 weeks or 260 weeks. The tenor starts on the day of the loan disbursement. The Fund may repay the loan in a lump sum prior to the maturity at any time, as long as it notifies the MNB of its intention to make a prepayment at least two working days in advance through any of the transaction channels specified in this Notice for the submission of bids.
- 7. The interest rate of the collateralized loan shall be the fixed interest published in the announcement of the tender. The Fund shall pay interest quarterly; the first interest payment shall be made on the interest payment due date of the quarter following the disbursement, while the last interest payment shall be due upon the maturity or prepayment date, simultaneously with the repayment of the total principal amount. The interest calculation is based on the actual/360 interest calculation algorithm.
- 8. The Fund shall fulfil any of its payment obligations arising from the collateralised loan by sending a notice to the MNB to the tbo@mnb.hu e-mail address and transferring the funds to account No. 19017004-01785060-01901008.
- 9. The MNB shall not be liable for any claim arising from the legal relationship between the Fund and the fund manager, and particularly no claim shall be lodged to the MNB due to the fact that fund manager submits a bid on behalf of the Funds managed by it acting in accordance with its statutory obligations and order allocation policy, and in the case of combined bids it allocates the loan amount provided by the MNB on an aggregate basis between the Funds managed by it accordingly.

III. Special conditions of using the collateralised loan with a collateral defined in section I. A)

- 10. In addition to the conditions defined in section II, the following rules shall apply to the bid:
 - a) It is possible to submit a bid under the tender as soon as the custodian of the Fund as the holder of the securities account managed by KELER Zrt. opens a dedicated securities sub-account at KELER Zrt.
 - b) By submitting the bid, the Fund declares that the MNB is entitled to a claim against collateral on the balance of the securities sub-account managed by KELER Zrt. and opened for the custodian Fund, on the securities blocked in favour of the MNB, in order to secure the MNB's receivables from the Fund originating from collateralised loans. The collateral contract between the MNB and the Fund will be concluded with the implementation of the blocking by the Fund. By submitting the bid, the Fund, as the entity providing the collateral, declares that it is aware of the fact that if it does not fulfil its obligations originating from the collateralised loan, or not fully, the MNB is entitled to directly exercise its claim against collateral on the balance of the securities account held with KELER Zrt., i.e. on the securities pledged and blocked in favour of the MNB as beneficiary. By submitting the bid, the Fund agrees to make sure that only securities possessed by the Fund and satisfying the Terms and conditions of the operations of the central bank in forint and foreign currency markets

will be blocked on the securities sub-account, excluding investment units, which cannot be provided by the Fund as collateral to the MNB.

- 11. The amount of the collateralised loan may not exceed the value of the collateral blocked by the Fund also considering other collateralised loans extended to the Fund defined according to the rules of Combined collateral evaluation (https://www.mnb.hu/en/monetary-policy/monetary-policy-instruments/collateral-management).
- 12. If the loan transaction is concluded between the MNB and the Fund, the provisions of this Notice and of the Terms and conditions of the operations of the central bank in forint and foreign currency markets applicable to the Money Market Counterparty providing the collateral shall be applied to the Fund with the following difference:
 - a) The MNB grants an intraday credit line to the Fund only for the disbursement of the collateralised loan defined in this Notice, but in addition to that, the MNB will not make any commitment to extend other loans or credit limits specified in the Terms and conditions of the operations of the central bank in forint and foreign currency markets and in the Business terms and conditions for bank accounts.
 - b) If the daily and the extraordinary collateral valuation shows that the collateral value of the securities offered by the Fund as collateral do not provide satisfactory coverage for the MNB'S receivables from the Fund, the Fund shall provide additional margin pursuant to the provisions of the Terms and conditions of the operations of the central bank in forint and foreign currency markets, and the MNB will request the Fund to fulfil this obligation by sending an e-mail to the competent fund manager who is entitled to make an offer according to section 4. b), in a password-protected document.
 - c) If the Fund does not fulfil its obligation to provide additional margin, as one of its obligations stemming from the collateralised loan instrument, the MNB will enforce the collateral as defined in the Terms and conditions of the operations of the central bank in forint and foreign currency markets and in the Business terms and conditions for bank accounts.
- 13. If the collateral or cover necessary for the Fund's collateralised loan is available from the VIBER cut-off time on the working day preceding the disbursement date, the loan will be disbursed during the VIBER opening hours by bank transfer to the Fund's bank account on the fifth working day after the tender (T+5). In exceptional cases the day of the disbursement may differ from this, which the MNB shall specifically indicate in the announcement of the tender.
- 14. If the collateral or cover is not available as specified in Section 13, the MNB shall not be obliged to make the disbursement.

IV. Special conditions of using the collateralised loan with a collateral defined in section I. B)

15. In addition to the conditions defined in section II, the following rules shall apply to the bid:

- a) Bids may be submitted at the tender by the fund manager after that a trilateral agreement has been concluded between the Fund, the Money Market Counterparty providing the cover and the MNB, and if the Money Market Counterparty also pledges corporate receivables in favour of the MNB as collateral after that the modified lien has been registered in the loan collateral register at the initiative of the Money Market Counterparty. Each fund manager may conclude a trilateral agreement of such content only with one Money Market Counterparty.
- b) A declaration, made by the Money Market Counterparty providing the MNB with collateral for its receivables from the Fund with respect to the given collateralised loan instrument on the fact that it is ready to provide the collateral specified in this Notice, shall be attached to the bid.
- 16. The amount of the collateralised loan may not exceed the value of the collateral blocked by the Money Market Counterparty also considering other receivables of the MNB from the given Money Market Counterparty and the Fund defined according to the rules of Combined collateral evaluation. (https://www.mnb.hu/en/monetary-policy/monetary-policy-instruments/collateral-management).
- 17. If the loan transaction is concluded between the MNB and the Fund, the provisions of this Notice and of the Terms and conditions of the operations of the central bank in forint and foreign currency markets applicable to the Money Market Counterparty providing the collateral shall be applied to the Money Market Counterparty providing the collateral, and not to the Fund.
- 18. If the daily collateral valuation shows that the collateral value of the collaterals provided by the Money Market Counterparty does not cover the MNB's receivables from the Fund and the Money Market Counterparty that provided the collateral, the affected Money Market Counterparty shall provide additional margin pursuant to the Terms and conditions of the operations of the central bank in forint and foreign currency markets and the Business terms and conditions for bank accounts, and if this obligation is not met, or the Fund does not meet its obligations stemming from the collateralised loan instrument, the MNB will act according to the provisions of the Terms and conditions of the operations of the central bank in forint and foreign currency markets and the Business terms and conditions for bank accounts.
- 19. If the collateral or cover necessary for the Fund's collateralised loan not including the balance of the Money Market Counterparty's bank account held with the MNB, as collateral (minimum balance) is available from the VIBER cut-off time on the working day preceding the disbursement date, the loan will be disbursed during the VIBER opening hours by bank transfer to the Fund's bank account on the fifth working day after the tender (T+5). In exceptional cases the day of the disbursement may differ from this, which the MNB shall specifically indicate in the announcement of the tender.
- 20. If the collateral or cover is not available as specified in Section 19, the MNB shall not be obliged to make the disbursement.

21. The MNB shall not be liable for the claims arising from the legal relationship between the Fund and the Money Market Counterparty providing the MNB with collateral for its receivables from the Fund, and particularly no claim shall be lodged to the MNB due to the fact that the Money Market Counterparty fails to provide the collateral corresponding to the Fund's tender bid, the Fund submits a tender bid without consulting the Money Market Counterparty or as a result of the collateralised loan instrument concluded by the Fund the Money market counterparty is obliged to provide additional margin.

V. Detailed parameters and technical criteria

Description of transaction Fixed-rate collateralised loan instrument with maturities and 12 months as well as 3 and 5 years for investment for the collateral process. On Reuters COLLATLOAN and COLLATLOAN2, Bloomberg	of 3, 6
Date and place of On Reuters COLLATLOAN and COLLATLOAN2, Bloomberg	,
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notice/tender invitation and the MNB website on the day of the tender	
Notice/tender invitation Date and time of the tender, tenor, settlement date, man	urity
date and fixed interest rate of the loan (and offered quan	tity in
the case of quantitative restrictions)	
Eligible counterparties Investment funds complying with the conditions prescrib	ed in
the notice.	
13 weeks, 26 weeks, 52 weeks, 156 weeks or 260 weeks	. The
Maturity period tenor starts on the day of the loan disbursement.	
Initiator MNB	
Business hours for receiving As per the tender invitation	
bids As per the tender invitation	
A bid, in an electronic document, submitted to	
forexdesk@mnb.hu, with the content and in the form	at
complying with other conditions of the bid, bearing the	ne
Content and formal electronic signature of the sender's authorised signatori	es or
requirements for bids advanced electronic signature based on qualified certific	ates,
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or Identity-based Document Authentication and receive	,
or Identity-based Document Authentication and receive the MNB through encrypted channel (TLS).	,
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the MNB through encrypted channel (TLS).	oan.
the MNB through encrypted channel (TLS). Amount and maturity of the requested collateralised lo	oan.

Adjustments	Of the amended bids received within the deadline for
	submission the bid received last shall be accepted for
	processing
Bid increment	HUF 1 million
Method of allocation	Card allocation
Date and place of	As per the tender invitation
announcements	
Contents of announcements	- Announced parameters of the tender
	- Sum of bids submitted
	- Sum of bids accepted
Financial settlement / date of settlement	Fifth working day after the tender (T+5)
Day of interest payment	Every three months following disbursement, last payment is
	due on the day of repaying the collateralised loan.

The issues not regulated in this Notice shall be governed by the "Terms and conditions of the operations of the central bank in forint and foreign currency markets".

Budapest, 21 May 2020

MAGYAR NEMZETI BANK

ANNEX - DETAILED RULES OF PROVIDING THE COLLATERAL SPECIFIED IN SECTION I. A)

The custodian of the Fund - as the holder of the securities account managed by KELER - may initiate the opening of a dedicated securities sub-account at KELER Zrt. for the Fund, by submitting the Sub-account opening form produced for this purpose.

On the sub-accounts opened by KELER Zrt, the Custodian performs securities transfer orders submitted in the KID system to deposit the securities that satisfy the Terms and conditions of the operations of the central bank in the forint and foreign currency markets, except for investment units that are excluded on the basis of this Notice.

Blocking of securities:

The Custodian initiates the blocking of securities in favour of the MNB as beneficiary with a securities blocking order submitted in the KID system, thus pledging the securities on behalf of the Fund and in favour of the MNB.

When performing the order to block the securities, KELER Zrt. will not check whether the Custodian initiated the blocking of securities that meet the requirements defined in the Terms and conditions of the operations of the central bank in forint and foreign currency markets, with the exception of the investment units excluded on the basis of this Notice. The blocking of the securities specified in this Notice is the responsibility of the Fund or the Custodian.

Release of block on securities based on order:

The Fund (manager) may initiate the release of the block at the Custodian, based on which the Custodian will initiate the release of the block at KELER Zrt. with the following contents:

- blocking securities account,
- beneficiary securities account,
- ISIN,
- nominal value to be released,
- start date of blocking,
- original maturity date of blocking

It is possible to release subsets, too.

Pursuant to Section 144 (4) of Act CXX of 2001 on capital markets, the block can be released with the agreement of the MNB only.

Placing or releasing blocks with the current date as value date is possible from 8.00 to 15.00 on the settlement days of KELER Zrt., if orders to place or release blocks arrive after 15.00, they will be fulfilled with the following day as value date.