

BNP PARIBAS, Hungary Branch

General Terms and Conditions Appendix 5

INFORMATION ON THE CENTRAL CREDIT INFORMATION SYSTEM FOR CORPORATES

1. In order to establish a complete credit register regarding the credit data of both private individuals and corporates, the Hungarian Parliament created the Act CXXII of 2011 on the Central Credit Information System (“**CCIS Act**”). The aim of managing data in Central Credit Information System („**CCIS**”) is to support decision making on creditworthiness in a more well-grounded way, to comply with responsible lending principles and to decrease credit risk, serving the safety of both the debtors and the creditors.

In this Information the Bank as a reference data provider wishes to inform its potential Clients on the purpose of transferring data to the CCIS, the scope of data that are transferred, and that after the data transfer the financial enterprise that operates the CCIS may also transfer reference data to other data service providers for the aim described above. The fact that this Information has been received and read before entering into contract with the Bank is acknowledged by the potential corporate Clients in writing.

This Information is for the potential corporate Clients of the Bank. Regarding the credit register of corporates, “corporate” shall mean business association, branch office, European company limited by shares, co-operative, European co-operative, European economic trust, co-operative of apartment owners, private entrepreneur, not including the reference data provider.

2. The CCIS a closed database in which only the reference data described by the CCIS Act may be stored. Regarding corporates, the following reference data shall be managed:

2.1 Identification data of Clients:

- a) company name,
- b) legal address,
- c) corporate registration number, registration number of private entrepreneur,
- d) tax number.

2.2 Data of the contract:

- a) type of the contract and its identification number,
- b) date of the contract, maturity date, termination date,
- c) way of termination of the contract,
- d) contracted amount and its currency, method and frequency of repayment,
- e) the time of occurrence of the criteria when the Client fails to meet its payment obligations undertaken by the Client in the contract concerning the data reporting so that its overdue debt remained unpaid for more than 30 days,



- f) the amount of overdue debt that remained outstanding at the time of occurrence of the criteria when the Client fails to meet its payment obligations undertaken by the Client in the contract concerning the data reporting so that its overdue debt remained unpaid for more than 30 days,
 - g) due date and amount of the unpaid debt,
 - h) cessation of overdue debt and the way of repayment,
 - i) an indication if the claim has been transferred to another reference data provider, and an indication to any lawsuit pending,
 - j) fact of early repayment, date of early repayment, the prepaid amount and the amount of the remaining principal including the currency,
 - k) amount and currency of the actual principal outstanding
 - l) the amount and currency of the instalments of the contracted amount.
- 2.3 Data relating to current accounts on which any debt is queued:
- a) identification (number) of the current account contract,
 - b) amount and currency of the queued up claims,
 - c) starting date of queuing up the claims and the date when it is ceased,
 - d) indication on any lawsuit pending.
- 2.4 Data related to the contract concluded in subject of accepting cash-substitute payment instruments:
- a) date of conclusion, maturity, termination, suspension of the contract,
 - b) indication on any lawsuit pending.
3. Before entering into a contract, the reference data provider takes over the reference data listed in Sections 2.1-2.4 from the financial enterprise operating the CCIS.
4. Following the conclusion of the contract for financial services, the contract for providing investment loans, and the contract relating to securities lending, the reference data provider is obliged to forward the reference data of the Client listed in Sections 2.1 and 2.2 a)-d) and l) above towards the CCIS in writing.
5. **The reference data provider shall transfer to the financial enterprise operating the CCIS in writing the reference data listed in Sections 2.1-2.2 of the corporate Client who fails to meet its payment obligations undertaken in its contract in a way that the overdue and unpaid debt persists for more than thirty days.**
6. **The reference data provider shall transfer to the financial enterprise operating the CCIS in writing the reference data listed in Sections 2.1 and 2.4 of the corporate Client who breached its obligations undertaken in a contract for the acceptance of cash-substitute payment instruments, in a consequence of which the reference data provider terminated or suspended such contract.**
7. **The reference data provider shall transfer to the financial enterprise operating the CCIS in writing the reference data listed in Sections 2.1 and 2.3 of the corporate Client if its current account records indicate any debt queued for more than one million Hungarian Forints for a period exceeding thirty consecutive days owing to insufficient funds.**
8. If circumstances specified in Sections 5-7 occur, the reference data of the Client shall be forwarded to the CCIS. Should a Client be registered with reference to any of the Sections 5-7, this may have adverse effect on the assessment of its creditworthiness.



9. Under the conditions set out in the CCIS Act, the reference data provider - taking into account the client protection rules - is obliged to transfer in writing the reference data managed by it to the financial enterprise operating the CCIS within five working days. The starting date of the calculation is the date of conclusion of the contracts listed in Section 4, and in case of Section 6, the starting date is the date of termination or suspension of the contract for the acceptance of cash-substitute payment instruments.
10. In case the already forwarded reference data change, the reference data provider is obliged to forward the modified reference data as well. In this case the reference data provider shall forward the modified reference data to the financial enterprise operating the CCIS within five working days from becoming aware of the modification.
11. The reference data provider shall forward the data listed in Sections 2.2 k) and l) to the financial enterprise operating the CCIS until the fifth working day of the following month. If the registered person performs prepayments during the contract period, the reference data provider shall provide the data given in Section 2.2 j) to the financial enterprise operating the CCIS within five working days from the early repayment.
12. The financial enterprise operating the CCIS – subject to Section 12 – shall manage reference data for five years; after this period it shall remove them permanently and irrecoverably.

The five- year period shall commence:
 - a) in case of Section 5, if the debt is not resolved, the end of the fifth year from the data transmitted under Section 5,
 - b) in case of Section 6, the date of the transfer of the data,
 - c) in case of Section 7, the expiry date of the queuing of debt, or
 - d) the expiry date of the Client's contract for financial services.
13. The financial enterprise operating the CCIS shall immediately and permanently delete the reference data if the reference data provider may not be identified, or if it becomes aware that the forwarding of the reference data was unlawful.
14. The Client may ask information from any of the reference data providers (banks) about the data stored by CCIS related to the given Client, and may ask which reference data provider forwarded such data. The data related to the registered Client, and the information about who, when and on what grounds had access to such data may be known by the Client without any limitation and without charging any cost or fee.
15. The reference data provider shall forward the request mentioned in Section 14 to the financial enterprise operating to the CCIS without delay, but not later than two days. The required data shall be received by the reference data provider within three days. The reference data provider shall provide the information to the data subject without delay, but not later than two days.
16. The registered may have objection against the transfer of its reference data to or managing its data by the financial enterprise operating the CCIS, and may request the correction or deletion of its reference data. The registered person may submit its complaint in writing to the reference data provider that forwarded the data to the financial enterprise operating the CCIS, or to the financial enterprise operating the CCIS.



17. The financial enterprise that operates the CCIS shall send the complaint – with the simultaneous notification of the registered person – within two days from receipt to the reference data provider who transferred the objected reference data. The complaint has to be investigated within five working days from receipt, and the registered person has to be informed in writing about the the result of the investigation, without delay, but not later than within two business days from the date of conclusion. If the reference data supplier accepts the objection, without delay but five working days the latest, it shall transfer the data to be corrected or deleted – with the simultaneous notification of the registered person – to the financial enterprise that operates the CCIS which shall make the changes within two working days.

18. The financial enterprise operating the CCIS shall inform – immediately, but two working days the latest – about the correction or deletion all reference data providers that transferred the data of the registered person earlier.

19. Due to the unlawful transfer or management of its reference data, or for their correction or deletion, the registered person may bring an action against the reference data provider or the financial enterprise that operates the CCIS. The suit has to be submitted to the competent district court considering the registered seat of the registered person. The registered person has the right to bring an action also if the reference data provider or the financial enterprise that operates the CCIS breached its obligation of information specified in the CCIS Act. The time open for application is to be calculated from the expiry of the period open for the providing of information.

By signing this Information in full representation of our Company, I hereby certify that we received the information on data transfer to CCIS by BNP PARIBAS, Hungary Branch before the execution of the contract named in Section 4, and we have studied and acknowledged the content of this Information.

Kelt / Place and date:

Ügyfél cégszerű aláírása / Client's signature