BNP PARIBAS

BANK CARD GENERAL TERMS AND CONDITIONS

1. SCOPE

These terms and conditions apply to the services related to the Bank Cards issued by **BNP Paribas, Hungary Branch** (hereinafter the **"Bank"**) to its corporate customers. Concerning matters not regulated by these terms and conditions, the provisions of the Bank's General Terms and Conditions, as may be amended from time to time, shall apply. In case of any conflict between the provisions of the Bank's General Terms and Conditions and these terms and conditions, the provisions of these terms and conditions shall prevail.

2. DEFINITIONS

Account Holder: the account holder whose account is related to the Bank Card issued upon the Bank Card Agreement concluded with the Bank.

ATM: Automated Teller Machine, from which cash can be withdrawn in the official currency of the country of the place of installation through the joint application of the Bank Card and the PIN Code.

Bank Card: the Bank Card issued by the Bank is an electronic payment instrument which can be used for the purchase of goods and services, and/or for withdrawal of cash. The Bank Card is an 86x54 mm plastic card provided with an identifying magnetic stripe and a chip with the following identification numbers: a) Bank Card number, b) expiry date of Bank Card, c) unique identifier of Bank Card, security code, CVV, (last 3 digit on the signature panel of embossed cards) and b) PIN code.

Card Holder: that natural person who is entitled to possess the Bank Card or the partner bank card joined thereto in order to dispose over the Account Holder's account.

Card Organisation: the international card organisation performing the identification of Bank Card and the operation of the related payment system required for the use thereof.

Customer: the Account Holder, and the Card Holder.

PIN Code: Personal Identification Number, a secret code for the Card Holder's identification, which certifies the Card Holder's title upon the use of the Bank Card.

Point of Sale: a vendor, where the purchase of goods or services can be settled with a Bank Card.

Standard Bank Card Limit: the amount of the standard Bank Card limit as set by the Bank's List of Conditions as being in force. The Bank is entitled change unilaterally the amount of the Standard Bank Card Limit set out either in the List of Conditions or previously in a Special Agreement by amending the List of Conditions.

3. THE ISSUANCE OF BANK CARD

Based on the Bank Card Agreement concluded between the Account Holder and the Bank with the content set out in *Annex 1*, the Account Holder may request the issuance of a Bank Card by completing and duly signing the Bank Card Application Form as set out in *Annex 2*, which must be also signed by the Card Holder. The Bank is entitled to ask for verification of the data indicated on the application form even by requesting the filing of further documents.

If the Bank approves the request, it shall issue the Bank Card within 15 days of filing the application. The Bank shall hand over the Bank Card only to the Customer or its proxy. The Bank shall accept a power of attorney only in a format satisfactory to the Bank. If not the Card Holder takes over the Bank Card, the person taking over the Bank Card shall be entirely liable that the Card Holder will receive the intact envelope of the PIN Code and will properly sign the Bank Card.

The Bank Card is the property of the Bank; the Customer may not transfer it to another person, may not surrender the use thereof and shall not hand it over as security. The Customer shall handle the Bank Card with due care and keep it in good condition, and return it to the Bank upon the expiry of its period of validity.

The receiving party shall satisfy himself/herself of the intactness of the envelope containing the PIN Code serving for personal identification, handed over upon the issuance of the Bank Card. The Card Holder shall provide with his/her signature the reverse side of the Bank Card before using it, immediately after receipt (in a way he/she usually signs).

Upon the Customer's written request the Bank shall issue a new Bank Card to replace the destroyed, damaged, lost, stolen or blocked Bank Card. The Customer must return even the damaged Bank Card to the Bank.

4. THE PERIOD OF VALIDITY OF THE BANK CARD

The time of expiry of the Bank Card is indicated as per month and year on the Bank Card. The Bank Card shall be valid until 00 hours on the last day of the month of expiry. The Bank issues the Bank Card for a definite period of time, but for not more than three years. The Bank shall issue automatically a new Bank Card to replace the expired Bank Card during the term of the Bank Card Agreement. If the Account Holder terminates the relevant Bank Card Agreement at least 30 days before the expiry of the Bank Card or within this deadline informs the Bank that it does not require a new Bank Card, no Bank Card will be issued and no no card fee will be charged.

5. USE OF THE BANK CARD

At the risk and liability of the Customer, the Bank Card may be used in Hungary and abroad alike for the withdrawal of cash and for purchase in accordance with the regulation of the international Card Organisations at the Point of Sales and ATMs provided with the logo indicated on the Bank Card.

Any payment transaction with the Bank Card is deemed to be made by the **prior consent** of the Customer if:

1) At the purchase
    a) the PIN Code was used and the POS certificate was signed by the Card Holder at the Point of Sale; or
    b) the PIN Code was used by the Card Holder at the Point of Sale; or
    c) the POS certificate was signed by the Card Holder at the Point of Sale; or
    d) the Bank Card was used to block an amount as a cover for subsequent payment (pre-authorization); or
    e) the Bank Card number, expiry date and the three-digit code at the back of the Bank Card was provided by the Card Holder for internet purchases (the Point of Sale might require further data for the purchase).
2) The cash withdrawal made by the input of the PIN Code of the Bank Card at the ATM.

The Client shall check that the data of the card payment (especially the payment amount) is correct and provide its consent as set out above. The Point of Sale may require documents serving personal identification purposes (e.g. identity card, passport, and driving licence) for the acceptance of the Bank Card. The Point of Sale provides a card payment certificate on the purchase. The Customer shall duly keep all receipts and check the transactions on the receipts.

The above prior consent shall be deemed in each case as originated from the party entitled to the use the Bank Card.

The Bank shall issue the Bank Cards with set **maximum limit on the amount of transactions** (purchase and cash withdrawal limits). The Customer might modify the Bank Card limit for each Bank Card. The last instruction by the Customer for the Bank Card limit shall be deemed valid until the Customer provides new instruction in that respect. The Bank is entitled to refuse the request of setting or modifying a certain amount of the Bank Card limit if the request is not justified.

Should the Customer request to set a Bank Card limit in an amount exceeding the Standard Bank Card Limit as set out in the List of Conditions, **the Bank shall not be liable for losses exceeding the amount of the Standard Bank Card Limit, when the prior consent is deemed to be provided for the transaction according to this terms and conditions**, all such losses must be borne by the Customer.

The Bank expressly warns the Customer of the **enhanced risks** associated to setting the limit for the Bank Card exceeding the Standard Bank Card Limit, especially in case of losses due to bank card data frauds, when **all losses exceeding the amount of the Standard Bank Card Limit shall be borne by the Customer**.

The use of SMS service in connection with the Bank Card is strongly recommended, by which the authorization center sends a short message to the mobile phone of the Card Holder at the moment of the validation of the transactions. The Card Holders this way can be informed about the transaction and its details right after the Bank Card has been used and therefore can be immediately blocked in case of suspicion of fraudulent use.

The Bank Card shall be handled with special care as a high value payment instrument.

The Card Holder shall keep the Bank Card in a place where it - particularly the embossed printing, the chip, the signature field, and the hologram - cannot be damaged:

- The Card Holder shall not leave the Bank Card close to static or electric magnets (loud speakers, electronic engine, mobile phone, and magnetic locks cash tills in department stores).
- The Card Holder shall not leave the Bank Card where exposed to strong sunlight or other sources of heat.

The Customer shall report immediately to the Bank if he/she/it discovers any damage or discrepancy of any nature, or any other irregular event concerning the use of the Bank Card.

The Customer must store the Bank Card in a way as being able to ensure that unathorized persons can have no access to the Bank Card or the identification numbers of the Bank Card, in particular:

- The completeness of the envelope containing the PIN Code must be checked at receipt and once the code is memorized the Card Holder shall destroy the PIN code envelope without delay.
- The PIN code must be kept confidential; especially it must not be stored close to the Bank Card or in a place and in a way accessible for unauthorized persons.
- The Card Holder must deny the disclosure of PIN code for anybody, including the employees of the Bank.
- The Card Holder must not allow the Point of Sale to use the Bank Card without the Card Holder's supervision or to swipe the Bank Card more than once for a single purchase through one or more POS terminals.
- The unique identifier of Bank Card/security code identifies the Bank Card together with the card number in case of electronic (internet) transactions; the code (together with the card number) must be stored so that it is not accessible to unauthorised persons.
- Electronic transactions must be initiated from computers which are protected against intrusion and safety operated. The Card Holder must not use computers, e.g. for initiating purchases on the Internet if the availability of protection of the computer against intrusion or protection of the unique identifier of the Bank Card cannot be checked (e.g. Internet café).

The establishment of a credit line requires separate credit agreement being subject to the Bank's approval.

6. BLOCKING OF THE BANK CARD

The blocking is to be reported by calling the "hot line", available **24 hours** a day, every day of the year: **BNP Call Center: +36 1 577 1751** The phone calls shall be sound recorded.

The report for the blocking by the Customer should include at least the following:

- an express demand for the blocking of the Bank Card,
- the number of the Bank Card, and/or the Card Holder's name, mother's name, place and date of birth,
- the fact, the place and the time of the loss, destruction, misappropriation, unlawful use of the Bank Card,
- type of the Bank Card,
- any initiated legal proceedings (if any).

The Customer shall report **without delay**, if he/she perceived that

- the Bank Card has got out of his/her possession (was stolen or lost), has been destroyed or damaged or used in another way unlawfully,
- his/her PIN Code, security code, card number or other identifying data became known to an unauthorised person,
- an unlawful operation has been indicated on the statement of account or on his/her bank account,
- SMS arrived about a transaction, where he/she was not present or he/she did not initiate the transaction electronically or other way and/or becomes aware of such transaction in any other way.

The Bank undertakes to maintain a telephone system operating 24 hours a day, every day of the week, to receive the reports of blocking. The blocking is made on voice recorded phon-line. The time of blocking is defined according to the time zone of the location of the Bank's Head Office. The Bank undertakes no liability for any losses occurred due to the blocking made by an unauthorized person.

The blocking shall be considered as final. The Customer may request a new Bank Card instead of the blocked one. The costs of blocking made upon the request of the Customer or due to the breach of contract by the Customer shall be borne by the Account Holder.

The Bank is entitled to block the Bank Card temporarily, if there is no cover on the bank account (including also unauthorised overdraft) or if suspicion of misuse of the Bank Card arise, in order to avoid further losses. In such cases the Bank informs the Account Holder simultaneously with the blocking via phone, by calling the phone number indicated on the Bank Card Application Form. The temporary blocking shall be kept up until the Account Holder provides cover or in case of suspicion of misuse of the Bank Card until the satisfactory clarification of the case.

7. DEBITING OF THE BANK CARD TRANSACTIONS, VALUE DATE, EXCHANGE RATE

The transaction orders initiated by the Bank Card are final and cannot be withdrawn. The transactions executed with the Bank Card shall automatically debit the Account Holder's account without any substantial examination.

The value date of the transaction is the booking date of transaction on the bank account.

The settlement of the Bank with the Card Organisations is made in forint (HUF) for domestic transactions, in euro (EUR) and/or US dollar (USD) for international transactions.

Transactions executed in foreign currencies will be debited in the currency of the Bank Card account on the day of the booking of transaction on the bank account. Transactions for HUF denominated Bank Cards will be settled at the official selling exchange rate of the settlement currency as published by the Bank and valid on the day of the transaction.

The currency of the location of the transaction shall be converted to the settlement currency of the Bank according to the rules and exchange rates of the Card Organisations being beyond the Bank's control.

8. COVER OF THE BANK CARD

The Customer must ensure that the Bank Card is used only up to the amount of the cover or approved credit-line available on the bank account of the Account Holder. The use of an uncovered Bank Card constitutes a criminal offence. Should the Customer execute transactions in excess of the available cover or credit line limit, the Account Holder shall promptly refund the amount of such unauthorised overdraft and the Bank shall be entitled to debit any account of the Account Holder held with the Bank with the amount of such overdraft and enforce it as a due and payable claim against the Account Holder with applicable default interest charged on that amount.

9. FEES, COSTS, COMMISSIONS

The Bank shall charge the Account Holder in accordance with the List of Conditions with the fees and costs of the issuance, blocking of the Bank Card, SMS service, issuing new PIN code as well as with the premium of the insurance linked to the Bank Card (if any). The annual fee of the Bank Card shall be debited simultaneously with the issuance, and thereafter annualy on the last working day of the month corresponding with the final expiry month.

The Bank shall be entitled to debit directly the Account Holder's account with the amount of all the fees and other costs incurred in the course of the issuance and use of the Bank Card, as well as with the insurance premium or any other claim by the Bank related to the Bank Card.

The settlement of the costs occurred with the transaction shall be made on the value date of the booking of transaction on the bank account, simultaneously with the settlement of accounts of the transaction.

10. RULES OF LIABILITY AND BEARING LOSSES

The Bank has no liability for any obligations or claims arising from the underlying business relationship between the Account Holder and Point of Sale behind the Bank Card transaction.

Any damage arising due to theft, robbery, or losing the Bank Card still prior to reporting the blocking of the Bank Card, shall be borne by the Account Holder if being a micro enterprise only up to the amount of HUF 15.000 and even not to up to that amount if the Bank Card was used fraudulently without any physical presence or electronic identifier of the Bank Card or in other cases as defined by legal regulations.

In all cases **the Bank shall be liable for losses occurred prior to the Customer's reporting of blocking of the Bank Card up to the amount of the Standard Bank Card Limit** in accordance with section 5 of this terms and conditions.

The Bank shall bear all the losses occurred after reporting the blocking of the Bank Card providing that the Customer acted as reasonably expected in the given situation and also in accordance with the contractual requirements.

The Account Holder shall bear all loss and damages in relation to the theft, losing or any unauthorized misuse of the Bank Card, if such damages were also due to the the wilful or gross negligent behaviour of the Customer, including the failure of the Customer to report and request without delay the blocking of the Bank Card.

The Customer is obliged to provide the Bank with a copy or evidence of the official report made to the police by the Customer in case of Bank Card fraud.

In accordance with the terms set out above, the Bank shall not be liable for the losses due to the Customer's wilful breach of contract or the Customer's breach of contract resulting from gross negligence, and for any other

circumstances beyond the control of the Bank, such as damage incurred due to complying with the rules of international Card Organisations and instructions of the operators of ATMs, or for damages and losses due to malfunctioning of ATMs not operated by the Bank.

11. CUSTOMER COMPLAINT

The Bank shall notify the Account Holder of the turnover of the account in a manner defined in the Banks's General Business Conditions. The Bank shall investigate the complaint submitted in writing by the Customer, signed by the Account Holder and also by Card Holder, in line with the general rules on complaints management and in case of justified complaint the Bank shall credit without delay the Customer with the amount due to the Customer.

12. DATA PROTECTION DECLARATION

By signing the Bank Card Agreement and the Bank Card Application Form, the Customer expressly agrees that the Bank shall provide data that is considered as banking secret as defined in the Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (the "Banking Act"); and other data to the international card organisation, and its member banks, to the organizations involved in bank card distributions, to the organisation established to prevent and investigate bank card fraud and to the police to investigate bank card related crimes, to the insurance company in case insurance is linked to the Bank Card; and also agrees that the insurance company may inform the Bank of the damages occurred in relation to the Bank Card by providing aggregated data.

Budapest, January 13, 2018

Annexes:

Annex 1: Bank Card Agreement

Annex 2: Bank Card Application Form