

General Terms and Conditions

General Terms and Conditions of Dun & Bradstreet Hungária Információ Szolgáltató Kft.

In force from 15 July 2010

I. General Provisions

This General Terms and Conditions (hereinafter: GTC) contains the conditions of using the services and the basic rights and obligations of the parties with regard to Dun & Bradstreet Hungária Információ Szolgáltató Kft (hereinafter: Service Provider) and the user of the service defined in point II ((hereinafter: Service).

The eventual General Terms and Conditions of the Client can only become part of the agreement if its provisions are preliminary adopted by the representative of the Service Provider who attested its authority to sign.

II. Subject of the Agreement: The Service Provider provides the following specific services based on this GTC to its Clients in consideration for a defined fee:

Business Information Services stands for researching in resources lawfully available for the Service Provider, compiling information, database with regard to subjects of economy, including selection, systematization, harmonization by the Service Provider and development of the business information established, compiled or edited by it and access to them in various ways. Acquiring, use and providing access to the business information provided by the Service Provider according to these provisions and the related legal provisions is a fundamental interest of the Service Provider. *Business Information:* Any data, fact or information acquired, communicated or published by the Service Provider related to certain companies, private entrepreneurs and further subjects of economy.

Rules of such services different from the general rules or those being more detailed are included in the points related to each specific service.

Ownership and intellectual property rights of all products of the Service Provider (database, software, service) and the related documents *belong to the Service Provider.*

III. Establishment of the Agreement: (method of using the service)

1. The Agreement is concluded by filling in and signing by authorized signature the order form, agreement for the specific service, OR via telephone parallel with sound-recording.
2. The order form, agreement may be signed by the Client in person, or may be delivered to the Service Provider by way of fax, postal service, e-mail or on-line. The day of establishment of the agreement is the day of signing in case of personal order, in any other case, the day when the order form arrives to the Service Provider. In case of online order, Service Provider confirms the order to the e-mail address of the Client, indicating the date of the establishment of the agreement and main elements of the agreement (subject, fee, payment, duration of the service).

In the course of conclusion of an agreement via telephone, provided that the Client grants its consent thereto, the Service Provider records the conversation. Through the statement of the Client "Yes, I intend to order the services" the agreement is deemed to be concluded between the parties on the date of the preparation of the sound-recording, except for the case when such agreement terminates due to the exercising of the unilateral right of termination set forth in Clause VI.

The Service Provider shall inform the Client on the followings in the course of the telephone conversation:

- a) the company name, registered seat, phone number of the Service Provider and the intention relating to the conclusion of the agreement;

- b) the significant characteristics of the subject of the agreement;
- c) the fee payable for the services including value added tax and other compulsory encumbrances and all other related expenses;
- d) other conditions of payment and fulfilment;
- e) the right of unilateral termination.

The Service Provider shall be obliged to send to the Client via post such information within 3 business days from the date of the telephone conversation.

Content of the agreement: The agreement between the parties – unless this GTC or the specific agreement between the parties stipulates otherwise – is established for a specified term of one year.

In case the possibility of automatic extension is indicated in the order form and the Client accepts or explicitly chooses it, then the agreement is automatically extended with one year or in case of a different provision, with the term indicated in the expired agreement, unless the Client delivers the resignation of the extension of the agreement to the registered seat of the Service Provider one month before the expiry by postal service or fax, if the agreement entitles the Client to do so.

IV. Confidentiality and responsibility

1. Only the Client is allowed to use the Business Information, Business Information Service as one of the factors of its lending, risk assessment, partner examination, procurement, selling, marketing or other business decisions, within its own organizational framework.

It is prohibited to use such information for unfair or false transactions, to distribute or to recycle them. The Service may only be used lawfully considering the limitations, restrictions defined by the Service Provider. It is prohibited to transfer or grant access to it for third persons neither for consideration nor for free, except if legal provisions stipulate it or these provisions permit it, or if the Service Provider gives its written preliminary approval.

2. Client acknowledges that it is not allowed to ask for Service on behalf of others or for the use of others and it shall not even enable others to submit requests for Service based on this GTC unless he who submits the request acts as a representative based on written authorization. Client shall not use Business Information, Business Information Services to give advice for others or for proposals; it is exclusively for the internal use of the Client, unless the Service Provider gives its explicit written approval or if parties agree otherwise.

3. Client undertakes to ensure the confidential use of the Business Information, Business Information Services by its employees in a proper way. Respective parts of the Business Information may be communicated to the banks, financial institutions being in business relationship with the Client and to the professional advisors of the Client in relation to a specific transaction affecting the Client if the persons and companies informed fulfil all the obligations of this GTC.

4. The Client is responsible towards the Service Provider for all consequences resulting from that he or the third person informed by him violates the provisions for the use of the Service, Service Provider hereby excludes all responsibility for the eventual consequences of the violation of the agreement by the Client. Client acknowledges that violating any rule relating to the use of the Service may entail civil and/or criminal law consequences.

5. Service Provider declares that the information available to him at the time of the data collection is from lawful resources. Service Provider excludes responsibility in case any eventual change affecting the data of the information is not validated in the materials serving as the resource of the information at the time of the data collection, and is therefore not available to the Service Provider. Client acknowledges that if the Business Information contains false or not fully comprehensive data as a result of that Service Provider was also provided false or defective data or it was not available for it for other reasons, then the Service Provider excludes any kind of responsibility for the consequences of providing false or defective data or for the business decisions based on them and the damages resulting from them. Service Provider does not assume responsibility for the complete filling of the data fields with regard to any kind of business information provided by it.

Any event the Parties are not able to influence with their activities affecting the execution of the agreement shall be considered as force majeure with regard to this GTC (e. g. natural catastrophe, fire, explosion, strike, power-cut, cut of internet service, cut or failure of the IRM data provisions, etc.). In case force majeure occurs or if it is expected to occur, Parties shall inform each other without delay in writing. The exact reason for force majeure and its expected effect in relation to the execution of the Agreement shall be indicated in this notice.

In force majeure would delay execution of the Agreement with a period of more than 1 month, Parties shall determine the necessary amendments of the Agreement by way of negotiation.

If such negotiations are not effective within two weeks, any of the parties is entitled to withdraw from the Agreement.

6. The Client acknowledges furthermore that various elements of the Business Information are information updated and reconsidered in different periods. Considering this, service of the Service Provider includes exclusively communication and related business evaluation of the data updated, recorded as a result of the last information provision of external data provider, data collection, reconsideration before the date of the recourse by the Client, therefore Service Provider is not responsible for omitting to communicate the eventual changes occurring between the date of such reconsideration and that of the provision of Business Information. In case of certain services, if the ordering interface provides such possibility, the Client may explicitly require refreshing, updating of data.

7. Service Provider is not obliged to give information to the Client with regard to the resources and handling of Business Information.

8. Client shall indicate information with regard to the limitations of use stipulated in these provisions each time on any approved copy of all Business Information.

9. Service Provider shall be responsible towards the Client only for damages resulting from violation of the agreement caused intentionally or by serious negligence. Responsibility of the Service Provider extends to the amount of the fee paid or to be paid in that specific year, considering the fact that the amount of the fee charged is determined taking into account the limitation or exclusion of responsibility.

V. Payment of fee

Clients may ask for a bid on the fee of the services, based on which Service Provider makes a bid in view of the specific demand. Separate fee can be charged for Special Information requiring special handling.

Service Provider reserves the right to change prices; however this does not effect the fee of the agreements already concluded, except in case

- a) the change of currency between the local currency of the country of the Client and US dollars or euro exceeds 15%, or
- b) the consumer price index in the country of the Client raises with 30% compared to the month when the price list of the Service Provider is established, and on which the agreement or extended agreement was based.

Fee of the specific service is included in the specific agreements, order forms. Client shall transfer the invoice made out after the conclusion of the agreement within 10 days from its receipt. The invoice is considered to be settled when the money arrives to the bank account of the Service Provider. Client acknowledges that Service Provider does not start to provide any service until the Client completely settled the invoice of the given service.

In case of late payment, Client shall pay interest for default which is equivalent to double of the central bank's actual prime rate. Client acknowledges that if it does not fulfil its payment obligation even within the extended time limit, then the Service Provider is entitled to suspend the service, terminate the agreement with immediate effect, to enforce the claim at court, or to initiate a liquidation proceeding as well.

Client acknowledges that obligation to pay the fee charges it regardless of whether it really used the service.

Client can contest the invoice until its deadline for payment. In this case the deadline for payment is extended until the objection is considered. In case of unjustified objection, Service Provider charges default interest until the settlement of the invoice. Justified objection is considered on a case by case basis.

If the Client rescinds the agreement in writing within 3 business days from signing the order or agreement (dispatching shall be justified in a verifiable way), then it shall pay default penalty amounting to 30% of the gross amount according to the agreement. In case of rescinding later, Service Provider does not refund any fee.

VI. Amendment of the agreement, termination

The agreement of the parties may be amended:

- by common will
- in case of changing of the legal provisions, unilaterally by the Service Provider
- as a result of the amendment of the GTC by the Service Provider

Client shall announce any changes of its data without delay but within 15 days the latest in writing. Service Provider does not assume responsibility for damages resulting from omission or late fulfilment of this.

Termination/expiration of the agreement of the parties:

- considering that the agreements are created for a specified term, they can not be terminated by way of *termination for convenience*.
- in case of intentional or serious breach of the agreement, it may be *terminated with notice* if the party – after a notice on the consequences and setting a proper deadline – does not discontinue its behaviour breaching the agreement or breaches the agreement repeatedly.
- by common will in writing
- if the service terminates
- if Service Provider or the Client terminates without legal successor
- through the exercising of the right of termination set forth in Clause V within 3 days;
- in case of agreements concluded via telephone the Client shall be entitled to unilaterally terminate the agreement within 8 days from the date of receipt of the information stipulated in Clause III. The Client shall be entitled to exercise such right via telephone as well.

At the termination of the agreement, fee for services not fulfilled are returned to the Client unless the Client terminates without legal successor.

It is qualified as serious or intentional breach of the agreement especially but not limited to breaching the obligation stipulated in point IV. In case of breaching such points, Client shall pay default penalty amounting to one million forints and is obliged to reimburse the justified damage the Service Provider suffered above the default penalty, but maximum up to five times of the net amount in the order in case of subscription, or up to five times of the turnover in the previous one year period before the breach of agreement in any other case.

VII. Detailed rules of each specific service:

1. Business Information Service:

a.) On-line Business Information Service

Service Provider distinguishes based on the characteristics of use between On-line Company Information Services which clients use in order to check or know data of a given company, subject of economy and online marketing services where the companies, target group of certain subjects of economy necessary for the selling, marketing activity of the Client are defined and assorted.

The service is provided through the internet by online access. Therefore only clients equipped with proper technical devices can use it. Client acknowledges that in the course of the service, Service Provider communicates only Company information stored in its different databases. In case the Client orders the on-line service, Service Provider gives it an access code (user name, password). Client receives the code following the conclusion of the agreement without delay, however the code is alive, can be used only when the Client settled its invoice with regard to the related service. Client undertakes full responsibility for the use and confidential handling of the access code.

On-line service can only be used based on subscription. Each year of the agreement starts on the day of signing and is for a specified term of 12 months unless the Parties stipulate it otherwise in the form of agreement or order form.

b.) Monitoring service/bankruptcy watch, changes watch, Portfolio Monitor, Portfolio Manager/

Monitoring follows the changes of data of specific business undertakings as defined on the website of the Service Provider and/or on the order form or in the agreement and the service provides for the follow up of such changes according to the method of service chosen by the Client after logging in on the internet and/or by e-mail.

Using monitoring service with regard to certain companies is available for the subscriber of other services within the valid period of subscription, and may also be used separately in a group method indicated on the list.

The specific monitoring information provision is performed by using prepaid, valid so called Units as defined in point VIII.

c.) Company information reports

Client is entitled to ask for company information on business associations to the tune of the Units bought by it, in the course of the duration of the agreement.

If the Client has no valid agreement or its agreement expired in the meantime, Service Provider is entitled to charge the service for the price of HUF 3,500+VAT by unit.

d.) Marketing list/Company assortment/company database

Service Provider delivers the list, database assorted according to the aspects defined in the separate datasheet after the settlement of the invoice of the Service Provider (entering the amount on the bank account of the Service Provider) within 1 day – by electronic e-mail, in Excel format – to the Client. Service Provider in its database uses a special mark for e-mail addresses approved for publicity, hereby unequivocally distinguishing them from e-mail addresses not approved for publicity. E-mail addresses delivered without specific mark are qualified approved for publicity according to the legal provisions in force. Client acknowledges that this permission can be withdrawn by the person affected at any time, or it can prohibit sending such publicity with regard to e-mail addresses approved for publicity according to the legal provisions and in this case no further marketing e-mail can be sent afterwards. Asking for approval to send letter is also qualified as publicity. Principal furthermore acknowledges that marketing letter delivered by way of postal service can only be sent to the private persons in the database in case of their preliminary approval, preceding this, only approval may be asked for by way of postal service.

Principal undertakes to be fully responsible for that the data included in its database received is used in compliance with the related legal provisions, taking into account the limitations included. Service Provider fully excludes responsibility for using the data provided in an unauthorized way or in a way breaching the related legal provisions.

e.) Database cleaning, data completion

Service Provider in the course of database cleaning receives the partner stock of the Principal concluding a separate confidentiality agreement. Service Provider arranges, analyzes the data received in a unified format, performs the necessary repairs and establishes the structure of the database. It also identifies the data received with the D&B D-U-N-S® number, examines the genuineness of the not identifiable data, and indicates reasons for the mistakes. In case it is requested, Service Provider completes the database received with fresh data defined in a separate order form, based on the database of the Service Provider. The refreshed file is returned by the Service Provider to the Principal by e-mail/on an electronic data medium in a state ready for further use, in consideration for the fee defined.

f.) D&B Certificate

The Service Provider shall issue a D&B Certificate for the Principal which certifies that the respective company currently carries and had carried in the past less risk than the average on the basis of the D&B qualification system. The Service Provider shall exclusively issue D&B Certificates for companies which comply with the actual conditions which business associations, however, have received D&B ratings being lower than the average at least for a year and there is no negative procedure ongoing against them. The qualification shall be deemed actual on the date of the issuance thereof. The D&B Certificates may be used for a year after their issuance. Through the ordering of the D&B Certificate, the Principal automatically orders the issuance of the Certificate being applicable in respect of the qualification of a calendar year later, provided that the Principal is still in compliance with the related conditions. If not, the Certificate renewal services shall terminate. The Certificate renewal services may be terminated at least 1 month prior to the expiry of the 1 calendar year through a written declaration sent to D&B. Reference may exclusively be made to the D&B Certificate on the website of the Principal through the linkable logo/banner provided by D&B. The changing and using for more than one year of the logo/banner shall be deemed unlawful. The Principal shall be fully liable for the unlawful use of the logo/banner and it shall be obliged to pay a penalty amounting to three times the issuance fee of the Certificate irrespective of the damages.

VIII. Units/credits

Calculation of the fee of certain services – included in this GTC – is performed based on Units/Credits, which the Client buys in the form of subscription specifically for the given period or related to another service. Units are sold for company information services, credits for online marketing information services.

According to this GTC, one Unit/Credit means the nominal value based on which the fee of the products and services defined here or their part is determined. Service Provider provides the Client at the time of concluding the agreement or ordering with the table the Client can be easily informed of as to which service can be used for how many units/credits. Only services determined by the service provider can be used in consideration for Units/Credits, in case of using further services, these are settled separately.

Client acknowledges that the Units/Credits bought can only be used in the course of the duration of the agreement. Units/Credits not used in the course of the duration of the agreement automatically become invalid when the subscription period expires; their value is not refunded by the Service Provider.

If the Client uses more Units/Credits than what it concluded agreement for at the beginning of the period, it acknowledges to pay the respective fee for notice.

In case of Units, if the Client has no valid agreement or its agreement expired in the meantime, Service Provider is entitled to charge the service for the price of HUF 3,500+VAT by unit.

IX. Place of Performance, Invalidity, Jurisdiction of Courts, Applicable Law

1. The place of performance is Budapest.

2. If any provision of this GTC is considered to be invalid, this circumstance does not affect the effect and validity of other parts of the agreement unless Parties would not have concluded the agreement without the invalid part.

3. Matters not regulated by this GTC, agreements concluded based on these Conditions and the Civil Code, Electronic Commerce Service Act, Act CVII of 2001 on certain questions of services related to the information society, Act XLVIII of 2008 on the fundamental conditions and certain limitations of marketing activity, Act LXIII of 1992 on the protection of personal data and the publicity of public interest data, Act LXXVI of 1999 on intellectual property rights, and further related legal provisions shall apply. Clients declare by signing the agreement or the order form to be aware of these legal provisions and adopt them as having binding force on them.

4. Parties stipulate the exclusive jurisdiction of the Metropolitan Court to decide the legal disputes arising of this GTC and the agreements concluded based on it.

X. Miscellaneous Provisions

Provisions included in this GTC shall apply to the extent the specific agreement of the parties does not stipulate it otherwise.

Service Provider ensures that the text of this GTC in force all time or in force previously is continuously available on the website of the Service Provider (www.dbhun.hu), and its copy in force all time is on view hang up at its customer service centre, and is sent on request by e-mail to its Clients.

Client approves its name to be used by the Service Provider as a reference in the course of the duration of the agreement and within the next 1 year.

This GTC enters into force on 12 August 2009 and is valid until it is withdrawn.

The Client also acknowledges by signing the agreement/order form to be aware of this GTC and adopt it as having binding force on itself.