

General Terms and Conditions

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

In force until 30 September 2009

1. General Provisions

1.1. These General Conditions shall apply to all Dun & Bradstreet Hungary services towards clients regarding creditworthiness and other business information. Any supplement or modification of agreements concluded on the basis of these General Conditions of Contract shall be made exclusively by written agreement of Dun & Bradstreet Hungary and the Client to this effect.

1.2. Possible general conditions of contract existing at the Client may become a part of the agreement if preliminarily accepted by the duly authorized representative of Dun & Bradstreet Hungary in writing.

2. Confidentiality and Liability

2.1. Dun & Bradstreet Hungary shall provide information on persons and companies pursuing business activity (Company Information), On-Line Services and D&B Monitoring Service under these General Conditions of Contract. The provided information may be used exclusively by the Client, and it will serve as an element of credit, insurance, marketing or other business decisions. It is prohibited to use this information for dishonest or fraudulent transactions. Beside the above defined use for business purposes, Client shall handle all Business Information, provided under these General Conditions of Contract, as strictly confidential. Client shall not disclose the Business Information to any third parties, unless prescribed by law or these Conditions allow or Dun & Bradstreet Hungary expressly agrees in writing.

Client acknowledges that it shall not request Business Information for the benefit or use of others, and shall not make it possible for others to submit request for information under these Conditions, unless the person submitting the request is acting as an agent upon written power of attorney. Client shall not utilize Company Information for providing consultation or advisory services to third persons. Such Information is intended solely for internal use by the Client.

Such limitations cover the use of Company Information for any Court or Trade Registry procedure, as well as it is prohibited for third persons to refer to Dun & Bradstreet Hungary on the basis of Company Information. Client assumes to provide for the confidential handling of Company Information by its employees. The relating part of the Company Information may be communicated to banks and financial institutions having business relation with the Client and to its professional consultants in connection with specific transactions in which the Client is involved, provided that the informed persons and companies comply with all relating requirements of these Conditions. Client shall be liable towards Dun & Bradstreet Hungary for all consequences arising from violation of rules on handling Company Information by the Client or any person informed by the Client.

2.2. Client acknowledges that all information accessed by Dun & Bradstreet Hungary at the time of data collection originate from lawful sources and therefore Dun & Bradstreet Hungary excludes any and all liability for cases if any changes possibly affecting the data have remained unregistered in the data sources at the time of retrieving data, and therefore such changes have remained unknown to Dun & Bradstreet Hungary.

Client furthermore acknowledges that Company Information does not arise from individual research made upon request by specific Clients, but temporarily updated and revised information. With regard to this method, the service provided by Dun & Bradstreet Hungary shall comprise of the notification of the data as last updated and revised prior to the request for information, together with the relating business evaluation. Therefore Dun & Bradstreet Hungary shall not be held liable for the failure to indicate possible changes arising between the time of this revision and the time of provision of the Company Information.

2.3. Dun & Bradstreet Hungary shall be liable to the Client for damages arising from default caused willfully or by gross negligence only. The liability for damages by Dun & Bradstreet Hungary shall be limited to the fees paid or to be paid in the year in question by the Client.

Dun & Bradstreet Hungary represents and Client acknowledges by signing the agreement that the amount of the fees charged has been set with due regard to the limitation or exclusion of responsibility.

Client acknowledges by signing the agreement that Dun & Bradstreet Hungary shall explicitly exclude its liability for erroneous information included in the Company Information arising due to the fact that Dun & Bradstreet Hungary has received the information erroneously, especially if such information originates from public registers.

Dun & Bradstreet Hungary shall not be obliged to provide information to the Client regarding the sources and handling of Company Information.

2.4. It is the basic interest of Dun & Bradstreet Hungary to obtain and use the Company Information in line with these Conditions and the relating legal requirements. Provision of Company Information shall include the following:

- a) researching lawful databases accessible by Dun & Bradstreet Hungary and compiling information, which includes sorting, systematizing, harmonizing information and setting forth the information developed, collected or edited by it;
- b) confidentially, only the Company Information accessible and usable according to these provisions.

The obtaining or use of information, which has been developed, collected or edited by Dun & Bradstreet Hungary with significant investment of time and money, by persons unauthorized under these Conditions, or the use of this information for a commercial purpose by any person shall dishonestly and irreparably harm the interests of Dun & Bradstreet Hungary. The Client shall not behave and shall not allow others to behave in a way that would violate the above limitations with regard to information provided by Dun & Bradstreet Hungary.

The Client shall be obliged to indicate a notification on all allowed copies of the Company Information regarding these limitations. Client shall only be allowed to save and store Company Information for its own purposes in case of On Line Services.

3. Business Information (Provision of Company Information)

3.1. Client shall be entitled to request Company Information on companies or economic organizations upon preliminary payment of the Units under Clause 6. The Units to be paid for any Company Information shall be included in the relating rates of Dun & Bradstreet Hungary.

Client represents to have received and agreed to the rates prevailing at the time of signing of the Agreement.

For Special Information requiring special treatment an extra fee shall be charged.

If the Client fails to possess an effective agreement or its agreement has lapsed in time or in Units, then Dun & Bradstreet shall be entitled to invoice its services at a rate of HUF 3500 + VAT per Unit.

4. On Line Service

4.1. The service includes an access to an on line computer network. Therefore it can only be used by Clients possessing appropriate technical equipment. Client acknowledges that in the course of this service only Company Information included in the databases of Dun & Bradstreet may be disclosed. If the Client orders the On Line Service, then Dun & Bradstreet Hungary shall supply it with an access code. Client shall assume liability for the use of the access code.

4.2. Client shall verify that it has an important interest for obtaining the Company Information, if such interest is required by law. Client acknowledges that further declarations may be requested, if such declarations are required under law in the country where the data base or the person or company being the subject of research or the Client itself is located. Dun & Bradstreet Hungary shall not be required to provide such information, which is prohibited or limited by law to obtain or to use, or the disclosure of which towards Dun & Bradstreet has been denied.

4.3. On Line Service shall only be obtained through subscription. Each contractual year shall commence with the date of signing. Each subscription shall last for a definite term of 12 months.

4.4. Provision of On Line Information shall be made by using pre -paid and valid Units. Dun & Bradstreet Hungary shall commence with the service following the payment of the counter-value of Units.

5. D&B Monitoring Services

5.1. Monitoring services shall include the constant observation of individual enterprises, which shall be available upon discretion of the Client in a printed form or On Line.

5.2. Monitoring services shall be available exclusively for subscribers of an other service within the effective subscription period.

5.3. Provision of monitoring information shall be realized by using pre -paid and valid Units.

6. Units

6.1. The full settlement of services between the Client and Dun & Bradstreet Hungary shall be effected in Units, which are purchased by the Client in advance for a subscription period. Client acknowledges that by purchasing the Units it enters into a contract for access to information and other services described herein, including the right to use certain information and material up to the pre-determined amount of Units.

If the Client utilizes more Units than it has contracted at the beginning of the definite period, then it acknowledges to pay the relating fee upon demand.

Under these General Conditions of Contract a Unit shall mean the nominal value, which serves as the basis for determining the fee of certain products and services included herein.

6.2. Units remaining unused during the subscription period shall automatically become invalid at the lapse of the subscription period and their counter -value shall not be reimbursed by Dun & Bradstreet Hungary.

6.3. Services provided by Dun & Bradstreet Hungary, which are not covered by valid Units or, which can not be provided against Units (e.g. commission depending on results), shall be reimbursed by the Client against the invoice of Dun & Bradstreet Hungary. In case of delay, a delay interest equaling the double amount of the basic interest of the Bank of Issue shall be stipulated.

6.4. Client verifies to have received, acknowledges and agreed to the prevailing rates including the exchange value of the Units and the commission due for against the services of Dun & Bradstreet Hungary.

Dun & Bradstreet Hungary shall be entitled to increase the consideration due against services provided under these General Conditions of Contract upon a 30 day notice in advance provided to the Client, if

- a) the exchange rate margin between the local currency of the Client and US dollar exceeds 15%; or
- b) the consumer price index increases by a minimum 30% compared to the month when the rates of Dun & Bradstreet Hungary had been set, on which the agreement between the parties has been based. For orders received from the Client prior to the effective date, the preliminary rates shall apply.

7. Place of Performance, Jurisdiction, Governing Law

7.1. The place of performance shall be Budapest.

7.2. In case any provision of these General Conditions of Contract would be deemed invalid, then this shall not affect the validity and effectiveness of the other parts of the agreement, unless the Parties would not have concluded the agreement without the invalid provisions.

7.3. For all matters not settled in these General Conditions of Contract, the agreements concluded under these Conditions, the provisions of the Civil Code and other laws shall apply.

7.4. For the settlement of all financial disputes arising from these General Conditions of Contract or from the agreements concluded upon these conditions, Parties stipulate the exclusive jurisdiction of the Metropolitan Court.