



General Terms and Conditions

BNP Paribas Securities Services Hungary Branch

1 DEFINITIONS

"AML-CFT" means anti-money laundering and countering financing terrorism requirements.

"Branch" means BNP Paribas Securities Services Hungary Branch.

"BNP Paribas Group" means, collectively, BNP Paribas S.A. (16 boulevard des Italiens, 75009 Paris, France) and the legal entities in which BNP Paribas S.A. holds, directly or indirectly, a majority shareholding interest (a subsidiary), as well as any branch or representative office of BNP Paribas S.A. or of its subsidiaries. The list of all members of BNP Paribas Group within such meaning is available on www.bnpparibas.com in BNP Paribas' consolidated financial statements (in the scope of consolidation specified therein).

"Custody Agreement" means the negotiated and signed agreement between the Client and BNP Paribas Securities Services including the Branch regarding custody services including opening securities and cash accounts.

"Client" means the company, legal entity designated as such in the relevant Custody Agreement or Special Agreement.

"Fee Schedule" means the additional contractual document to the Custody Agreement or Special Agreement (if any) regarding all the specific fees, operation costs, charges, commissions and interest (if applicable) and exchange rates (including, where reference interest and exchange rates are to be used, the method of calculating the actual interest, and the relevant date and index or base for determining such reference interest or exchange rate).

"General Terms and Conditions" means these general terms and conditions of the Branch, as the same may be amended, revised or otherwise modified or replaced from time to time.

"Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Sanctions" means any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, and/or the European Union and/or other relevant sanctions authority.

"Service Level Description (SLD)" means the additional contractual document to the Custody Agreement or Special Agreement (if any) regarding operational conditions such as cut-off times and execution times etc.; applicable to the opening and operation of any account, the execution of any transaction and the furnishing of any related service.

"Special Agreement" means any specific agreement entered into between the Branch and the Client in addition to the Custody Agreement.

2 APPLICATION

The provisions of these General Terms and Conditions apply to all the local services provided by the Branch to the Client.

3 REGULATORY INFORMATION

BNP Paribas Securities Services S.C.A. is incorporated in France as a Partnership Limited by Shares with registered address at Les Grands Moulins de Pantin 9 Rue du Debarcadere Pantin, 93500, France and is authorised and supervised by the European Central Bank (ECB), the ACPR (Autorité de Contrôle Prudentiel et de Résolution) and the AMF (Autorité des Marchés Financiers).

BNP Paribas Securities Services is a wholly-owned subsidiary of the **BNP Paribas Group** and one of the highest-rated asset servicing banks in the industry.

The Branch in Budapest, Hungary is established by BNP Paribas Securities Services by exercising the freedom of settlement with the approval by Banque de France and Commission Bancaire (France) and **BNP PARIBAS, Hungary Branch** operates in Hungary in accordance with the Directive 2006/48/EC and provides services specified in points 1-12 of the Annex I of the Directive.

The notification of the establishment of the Branch is acknowledged and registered by the Hungarian Financial Supervisory Authority by the confirmation notice under registration number 222188/8/2006.

The Branch is a credit institution as being the branch as an organizational unit of BNP Paribas Securities Services without legal personality, but vested with certain financial autonomy.

The Branch is registered in the Company Register in Hungary under the following registration number:

Cg.01-17-000505

and with the following registered address:

H- 1062 Budapest, Teréz krt. 55-57.

The Branch as a branch of BNP Paribas Securities Services primarily acts and proceeds under its own registered name. Notwithstanding, the Branch as a branch is also entitled to act and proceed under the name and on behalf of BNP Paribas Securities Services even without a signed specific authorization by law. The Branch shall clearly indicate the fact during its proceeds and on the signed contractual documents, when it is acting directly under the name and on behalf of BNP Paribas Securities Services.

The operation of the Branch is supervised by the (i) European Central Bank (ECB); and (ii) the ACPR (Autorité de Contrôle Prudentiel et de Résolution) and the AMF (Autorité des Marchés Financiers) as the home country authorities of BNP Paribas Securities Services and (iii) by the National Bank of Hungary (MNB) as the host country local authority.

The **legal entity identifier** (LEI) of BNP Paribas Securities Services (including the Branch) is the following:

549300WCGB70D06XZS54.

BNP Paribas Securities Services covering also the Branch publishes its **regulatory information and notices** (including regarding AML-CFT, Sanctions, MIFID, EMIR CSDR SRD II.) at its official website at the following link:

<https://securities.bnpparibas.com/about-us/regulatory-publications.html>

4 SERVICES

Within the wider range of banking services of the passported banking licence, the Branch as specialized for securities services provides the following main financial services to institutional and corporate Clients:

- **Settlement and custody services** (safekeeping and administration of securities);

- **Clearing services**

According to the provisions of the Custody Agreement, the Client can establish and maintain with the Branch one or more cash accounts which shall be used only in relation with securities accounts. Therefore, the Branch reserves the right not to execute cash payments which in the Branch's reasonable opinion are not related to any securities transactions.

The Branch takes only sight deposits regarding the cash accounts. The interest rate applicable to sight deposits agreed with the Client in the Service Level Description or other Special Agreement.

Related additional services to settlement and custody services can be provided to the Client by the Branch during the term of the Custody Agreement in accordance with the provisions of the Custody Agreement, as such services may be enhanced, reduced, removed, modified or otherwise altered from time to time in accordance with the Custody Agreement.

The clearing services are provided upon signing a separate clearing agreement.

The services of the Branch provided to the Clients from the official premises of the Branch at H-1062 Budapest, Teréz krt. 55-57. during official business hours.

Documents received after official business hours will be considered as received on the following banking day.

Official business hours and reception hours are detailed in *Appendix 1*.

5 TERMS AND CONDITIONS

The terms and conditions of the settlement and custody service and any related service are

agreed with the Client in the Custody Agreement, which shall cover the following terms:

- Opening and maintenance of securities and cash accounts
- Terms of custody and settlement service
- Instructions from the Client
- Corporate events
- Proxy voting
- Reporting
- Statements
- Taxes
- Responsibilities and liabilities
- Client's reporting obligations
- Fees and charges
- Security interest– set off – retention right
- Responsibility and liability of the Client
- Termination
- Notices and communications
- Confidentiality
- Financial security
- Personal data protection
- Neolink - general terms

The Fee Schedule and the Service Level Description (SLD) are a related additional contractual document to the Custody Agreement or a Special Agreement (if any).

The applicable commissions, fees and expenses charged for the Branch's services shall be agreed with the Client in the Fee Schedule regarding all the specific fees, operation costs, charges, commissions and interest (if applicable) and exchange rates (including, where reference interest and exchange rates are to be used, the method of calculating the actual interest, and the relevant date and index or base for determining such reference interest or exchange rate).

All the operational conditions such as cut-off times and execution times etc.; applicable to the opening and operation of any account, the execution of any transaction and the furnishing of any related service shall be agreed with the Client in the Service Level Description (SLD).

The terms and conditions of the clearing services shall be set forth in a separate clearing agreement to be concluded with the Client and in the relevant applicable rulebook of KELER KSZF as CCP.

6 MiFID / MIFIR

According to the provisions of Directive 2004/39/EC on markets in financial instruments („MIFID”) and the Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing their Activities („Bszt”), the Branch shall classify its Client as „retail Client”, „professional Client”, or „eligible counterparty” on the grounds of defined criteria of the categorization of Clients, and by the information available to the Branch.

The **MIFID II Disclosure Pack** is provided to the Clients and includes

(a) general content on:

- **Client Classification**
- **Appropriateness Assessment**
- **Conflict of Interest Policy**
- **Best Selection / Execution Policy**
- **Notice of Execution**
- **Transaction Reporting**
- **Cost & Charges Methodology**
- **Product Governance**
- **Complaints Handling**
- **Record Keeping**
- **Communications**
- **Notification of Material Changes**

(b) specific content on:

- **Custody Activities:** Information regarding the safeguarding of financial instruments including summary details of the Branch Recovery and Resolution Directive and of the French Deposit Guarantee Scheme
- **Capital Market Activities**

The MIFID II Disclosure Pack and other MIFID/MIFIR related regulatory publications and notifications of BNP Paribas Securities Services covering also the Branch is available at the following link:

<https://securities.bnpparibas.com/about-us/regulatory-publications/mifid2.html>

7 DEPOSIT AND INVESTOR GUARANTEE SCHEME

The Branch's activity is covered by the deposit and investment insurances of BNP Paribas Securities Services.

The deposits and investments at BNP Paribas Securities Services are protected by the French guarantee scheme, Fonds de Garantie des Dépôts et de Résolution (FGDR).

The FGDR Deposit Guarantee compensates depositors for an amount up to €100,000 per person, per institution.

The FGDR Investors Guarantee compensates up to €70 000 per person, per institution, for securities (stocks, bonds, etc.).

The FGDR can also intervene on a resolution basis, before the institution fails.

Further detailed information regarding the FGDR deposit and investment guarantee scheme is available at the following link:

https://securities.bnpparibas.com/files/live/sites/web/files/medias/documents/regulatory-disclosures/deposit-guar_en_2017-07-03.pdf

8 COMPLAINT HANDLING

The Branch's local complaint handling policy is attached as *Appendix 2*.

9 DATA PROTECTION

The Client acknowledges that, subject to any applicable regulations, BNP Paribas Securities Services and the Branch (jointly the "**Bank**") may, as controller (as this term is defined in the General Data Protection Regulation 2016/679 ("**GDPR**")):

(a) record, retain, use and otherwise process records and information about the Client and any individual whose Personal Data is disclosed to the Bank by or on behalf of the Client ("**Data Subjects**"), including Personal Data in the special categories referred to in Article 9 and 10 of the GDPR; and

(b) use and otherwise process information about the Client's assets, accounts and transactions,

for the purposes of providing the services or other purposes reasonably ancillary thereto or otherwise stated in the Data Protection Notice located on our global BNP Paribas Securities Services corporate website (as amended from time to time (the "**Data Protection Notice**")) and/or to comply with applicable regulations.

The Data Protection Notice is available at the following link:

<https://securities.bnpparibas.com/data-protection-notice.html>

The Data Protection Notice is also available in Hungarian at the following link:

<https://securities.bnpparibas.com/data-protection-notice.html#hungary>

10 LANGUAGE OF COMMUNICATION

The language of communication and language of the contractual documents and notices between the Branch and the Client is English.

11 OUTSOURCED ACTIVITIES

The Branch might outsource its certain activities according to the relevant applicable legal regulations.

Pursuant to Section 68 § (12) of the Credit Institution Act of Hungary (Act CCXXXVII of 2013) the Branch publishes the list of its outsourced activities and the name of the outsourced service providers.

The Branch's outsourced activities and the respective outsourced service providers are listed in *Appendix 3*.

12 AMENDMENTS

These General Terms and Conditions may be amended, revised or otherwise modified or replaced by the Bank from time to time in accordance with the applicable legal regulations.

The Branch shall inform the Clients in the form of a notice to be published at the official premises and publication website of the Branch, at least fifteen (15) days before such modification comes into force.

Amendments to these General Terms and Conditions will be also applicable to the existing contractual relations to the fullest extent allowed by law.

13 GOVERNING LAW AND JURISDICTION

These General Terms and Conditions are governed by Hungarian law.

Agreements and contracts negotiated with the Branch are usually governed by the laws of Hungary, if not otherwise agreed by the parties.

14 PUBLICATION

These General Terms and Conditions (together with the appendices), are available at the BNP Paribas Securities Services official website:

<https://securities.bnpparibas.com/about-us/regulatory-publications.html>

The copies of these General Terms and Conditions are also available at the premises of the Branch open to Clients. If requested by the Client the Branch will send a copy of the General Terms and Conditions and the appendices to the Client free of charge.

15 APPENDICES

APPENDIX 1: Official Business Hours

APPENDIX 2: Complaint Handling Policy

APPENDIX 3: List of Outsourced Activities

Budapest, March 1, 2021

BNP Paribas Securities Services, Hungary Branch

BNP Paribas Securities Services
Hungary Branch

General Terms and Conditions

Appendix 1

OFFICIAL BUSINESS HOURS

Address:

H- 1062 Budapest, Teréz krt. 55-57.

Tel.: +36 1 374-6453

Fax: +36 1 302 0916

Official business hours for clients:

Monday	08.00 – 17.00
Tuesday	08.00 – 17.00
Wednesday	08.00 – 17.00
Thursday	08.00 – 17.00
Friday	08.00 – 17.00

Upon previous notice the official hours may be different from the above.

BNP Paribas Securities Services Hungary Branch

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Appendix 2

Client Complaint Handling Policy

BNP Paribas Securities Services Hungary Branch (hereinafter the „Bank”) handles the client complaints in compliance with the relevant legal regulations, especially the regulations of the following Hungarian laws:

- Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises,
- 46/2018 (XII. 17.) Central Bank of Hungary Decree on the detailed rules of the form and manner of complaint handling by financial institutions,
- 435/2016. (XII. 16.) Government Decree on the complaint management procedure and detailed rules of complaint management policy of investment companies, payments institutions, electronic money issuers, voucher issuers, financial institutions and independent financial service intermediaries, and
- Act CXXXIX of 2013 on the Central Bank of Hungary.

Besides, the Bank considers the expectations of its supervisory authority, the Central Bank of Hungary, defined in decrees and recommendations.

The Bank receives and handles the client complaints according to this Complaints Handling Policy. This Policy is available on the Bank's webpage and at its premises that are open for clients.

I. COMPLAINT HANDLING PROCEDURES

Complaints are those claims that are in connection with the conduct, activities, failures or services of the Bank, that are communicated on the channels described under this Section of the Complaints Handling Policy. Requests for general information and for issuing certification are not qualified as complaints.

Any natural person or corporate entity may complain if he/she/it has been or still is a client of the Bank or if he/she/it has been the recipient of the Bank's offer or other information on its services (together: "Clients").

The Bank makes available for the Clients to issue their oral (communicated in person or via telephone) or written (in letter handed over personally or sent via authorized person, sent by post, telefax or e-mail) complaints at the below detailed contact channels.

In case of oral complaint, the Bank draws the attention of the complainant's to the availability of the Complaint Handling Policy, and provides time and relaxed environment for its consideration. The Bank confirms all written complaints after receipt, and provides information on the complaint handling process.

I.1. Oral complaints

(a) *in person:*

The address of handling complaints:

BNP Paribas Securities Services Hungary Branch
H- 1062 Budapest, Teréz krt. 55-57.

Official business hours for Clients:

Monday-Friday: 8.00-17.00

(b) *via telephone:*

Phone numbers:

(+36 1) 374-6453 within official business hours
+36 30 722 5223 on Wednesday: 17.00-20.00

I.2. Written complaints

(a) *handed over personally or sent via authorized person*

(b) *sent by post*

Mailing address:

BNP Paribas Securities Services Hungary Branch
H- 1062 Budapest, Teréz krt. 55-57.

(c) *sent by facsimile*

Facsimile number: (+36 1) 302-09-16

(d) *sent by e-mail*

Electronic mail address:

hungary_bp2s@bnpparibas.com

The Bank accepts written complaints sent electronically on an ongoing basis, with alternate facilities in case of any malfunction.

To submit a consumer complaint in writing, the Customer may use the form published by the Central Bank of Hungary (MNB) on its website in Hungarian, however, the Bank accepts written complaints in any other forms or in English language as well. The form is available here:

<https://www.mnb.hu/fogyasztovedelem/panaszom-van/formanyomtatvanyok>

I.3. Proxy

(a) The Customer may act by legal representative or any other authorized representative (proxy).

(b) The proxy should be given in the form of a public document, or a fully conclusive private deed.

II. INVESTIGATION OF THE COMPLAINTS

The Bank shall investigate and answer the Customer's complaint regarding the conduct, activities or failures of the Bank. In case the Bank needs additional information available to the Customer in order to investigate complaint, the Bank shall instantly contact the Customer to obtain it.

II.1. The investigation of a complaint

- (a) The Bank shall not charge any costs for investigating the client complaints.
- (b) The complaint will be investigated taking into account all relevant circumstances.

II.2. Oral complaints

- (a) The Bank, if possible, shall instantly investigate the oral complaints, and it shall take action to remedy the situation. In case it is not possible to investigate the complaint instantly, the Bank shall prepare a written report of the complaint and inform the Customer of the contact details of the department that will handle the complaint.
- (b) In case the complaint is communicated on the phone, the Bank shall deal with it within a reasonable period of waiting time. In order to provide the Customer with the live voice reply of the Customer Care administrator within five minutes from the successful telephone connection, the Bank shall act as generally expected in the given situation.
- (c) In case of verbal complaints given by phone, the Bank draws the attention of the Customer to the fact that an audio recording is made of the call. The Bank retains the recorded phone conversation on the complaint for a period of five years. At the Customer's request the audio recording shall be replayed, and a certified written report on the audio recording or the copy of the voice recording – depending on the Customer's request – shall be made available to the Customer within 15 days free of charge.
- (d) If the Customer is in disagreement with the way the oral complaint is handled, the Bank shall prepare written report on the complaint, indicating also its position, and, if the complaint is made on the phone, the Bank shall provide information on the identification data of the complaint.
- (e) If the complaint is made in person, the Bank shall provide the Customer with a copy of this report. If the complaint is communicated via phone, the Bank shall send the report to the Customer together with its response to the complaint.
- (f) The report shall contain the following:
 - (i) name of the Customer;
 - (ii) address, seat, or if necessary the mailing address of the Customer;
 - (iii) place, time and communication method by which the complaint was submitted;
 - (iv) name and address of the Bank,
 - (v) detailed description of the complaint by separately recording each complaint item in order to fully investigate all objections in the Customer's complaint;
 - (vi) contract number, Customer number;
 - (vii) the list of documents and other evidence submitted by the Customer;
 - (viii) place and time of the report, and
 - (ix) the signature of the keeper of the report and the Customer, if the oral complaint has been communicated in person.

- (g) Regarding oral complaints that have not been investigated instantly, the Bank shall communicate its reasoned position to the Customer within 30 days from the receipt of the complaint.

II.3. Written complaints

- (a) The Bank shall communicate its position with explanation to the Customer within 15 working days from the date of receipt of the written complaint related to the Bank's payment services; and in other cases within 30 days from the receipt of the complaint.
- (b) If, for a reason beyond the control of the Bank, not all elements of the payment service complaint can be answered within 15 working days, the Bank shall send a shorter reply to the client, which includes the reasons for the delay, and the deadline for the final response. The deadline for sending the final reply cannot be later than the 35th working day following the communication of the complaint.
- (c) Unless required otherwise by the Customer, the Bank shall send its reasoned position regarding the complaint by electronic means, if the complaint is sent by the Customer from the electronic mail address notified for the purpose of contact and registered at the Bank, or it has been made available through the Bank's internet portal available exclusively by the Customer. In such a case, the Bank shall send the response on the same channel as the complaint was received.
- (d) The Bank shall apply the provisions of sub-paragraph (c) above only in cases where the method of sending is suitable for determining to which person the answer has been sent to and to which address, and also undoubtedly confirms the fact and date of sending such answer; furthermore, if the Bank is able to safeguard the data protected by the secrecy rules against third parties who are not entitled to access such data.

II.4. Data that may be requested from the Customer in the course of complaint management

- (a) In the course of complaint management the Bank is entitled to request from the Customer especially the following data and documents:
 - (i) name,
 - (ii) contract number or client number;
 - (iii) address, seat, mailing address;
 - (iv) telephone number;
 - (v) notification method;
 - (vi) product or service being the subject matter of the complaint;
 - (vii) detailed description of the complaint, reason of the complaint;
 - (viii) copy of documents and other evidence in the possession of the Customer that support the complaint and are not in the possession of the Bank;
 - (ix) in case the Customer authorized a proxy, the currently valid authorization;
 - (x) any other data necessary for the investigation and answering of the complaint.
- (b) The data of the Customer shall be managed in accordance with the stipulations of the relevant data protection laws.

II.5. Response to the complaint

- (a) In the response, the Bank shall detail the outcome of the full investigation of the complaint, the actions made to settle or resolve the complaint, and, if the complaint is rejected, the reason for the refusal; and, the Bank shall inform the Customer of the possible legal remedies. The Bank's response - if necessary - shall contain the exact text of the terms and

conditions or applicable laws regarding the subject matter of the complaint. The Bank shall make sure that its answer is clear to understand.

- (b) Differently from the above paragraph (a), if the Customer resubmits a complaint with the same content as the previously rejected complaint filed to the Bank, and the Bank maintains its previous position, the Bank may reply with a reference to its previous response letter, and may also reply by providing information as in the event of a complaint being rejected.

III. INFORMATION OBLIGATION IN RELATION TO COMPLAINT HANDLING

In case of the rejection of the complaint, or in case of the unsuccessful lapsing of the 30 day legal deadline for reply, or 15 working day deadline in case of a written complaint related to the Bank's payment services, the Customer not qualifying as a consumer may seek remedy at court according the regulations of the Code of Civil Procedure in connection with any dispute relating to the conclusion, validity, legal aspects and termination of contracts, and cases of breach of contract and the related legal ramifications.

IV. REGISTRATION AND RECORD OF COMPLAINTS

IV.1. Registering the complaints

The Bank shall maintain records on the complaints received from Clients, and on the actions and measures taken for resolution. The records shall contain:

- a description of the complaint, and an indication of the underlying events or facts;
- the date and time of submission of the complaint;
- a description of the measures proposed for the handling and resolution of the complaint, and the reason if rejected;
- the time limit for taking the measures and the person appointed to implement it; and
- the date of posting the response – or the date of sending in case of an electronic response – to the complaint.

IV.2. Retaining the complaints

The Bank shall retain the record of the complaint and the reply provided at least for a period of 5 years.

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Appendix 3

LIST OF OUTSOURCED ACTIVITIES

Pursuant to Section 68 § (12) of the Credit Institution Act of Hungary (Act CCXXXVII of 2013) BNP Paribas Securities Services, Hungary Branch publishes the list of its outsourced activities and the name and address of the outsourced service providers:

SERVICE PROVIDER NAME,
ADDRESS

OUTSOURCED ACTIVITIES

BNP Paribas, Hungary Branch
H- 1062 Budapest, Teréz krt. 55-57.

accounting services