

## Austrian Transparency Template

### **HYPO BANK BURGENLAND Aktiengesellschaft**

**Reporting Date: 01.10.2021**

**Cut-off Date: 30.09.2021**

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## A. Austrian Transparency Template - General Information

Reporting in Domestic Currency	EUR
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<a href="#">6. Other relevant information</a>

Field Number	1. Basic Facts						
G.1.1.1	Country				AUT		
G.1.1.2	Issuer Name				HYPO-BANK BURGENLAND Aktiengesellschaft		
G.1.1.3	Link to Issuer's Website				<a href="https://www.bank-bglld.at/">https://www.bank-bglld.at/</a>		
G.1.1.4	Cut-off date				30.09.2021		
2. Regulatory Summary							
G.2.1.1	<a href="#">UCITS Compliance (Y/N)</a>				Y		
G.2.1.2	<a href="#">CRR Compliance (Y/N)</a>				Y		
G.2.1.3	<a href="#">LCR status</a>				ND3		
3. General Cover Pool / Covered Bond Information							
		1. General Information		Nominal (mn)			
G.3.1.1	Total Cover Assets			853,8582091			
G.3.1.2	Outstanding Covered Bonds			524,9			
OG.3.1.1	Cover Pool Size [NPV] (mn)			957,3411233			
OG.3.1.2	Outstanding Covered Bonds [NPV] (mn)			585,271626			
		2. Over-collateralisation (OC)		Legal / Regulatory	Actual	Minimum Committed	Purpose
G.3.2.1	OC (%)			2%	62,67064377	ND1	ND1
		3. Cover Pool Composition		Nominal (mn)		% Cover Pool	
G.3.3.1	Mortgages			842,4752091		98,67%	
G.3.3.2	Public Sector					0,00%	
G.3.3.3	Shipping						
G.3.3.4	Substitute Assets			11,383		1,33%	
G.3.3.5	Other					0,00%	
G.3.3.6	Total			854		100%	
		4. Cover Pool Amortisation Profile		Contractual	Expected Upon Prepayments	% Total Contractual	% Total Expected Upon Prepayments
G.3.4.1	Weighted Average Life (in years)			6,844964791	ND1		
		Residual Life (mn)					
		By buckets:					
G.3.4.2	0 - 1 Y			38,12209391	ND1	4,46%	
G.3.4.3	1 - 2 Y			75,35094343	ND1	8,82%	
G.3.4.4	2 - 3 Y			34,33256959	ND1	4,02%	
G.3.4.5	3 - 4 Y			46,71123761	ND1	5,47%	
G.3.4.6	4 - 5 Y			34,06180416	ND1	3,99%	
G.3.4.7	5 - 10 Y			193,7524577	ND1	22,69%	
G.3.4.8	10+ Y			431,5271027	ND1	50,54%	
G.3.4.9	Total			854	0	100%	0%

<b>5. Maturity of Covered Bonds</b>		<b>Initial Maturity</b>	<b>Extended Maturity</b>	<b>% Total Initial Maturity</b>	<b>% Total Extended Maturity</b>
G.3.5.1	Weighted Average life (in years)	11,2444891	ND1		
	Maturity (mn)				
	By buckets:				
G.3.5.2					
G.3.5.3	0 - 1 Y	30	ND1	5,72%	
G.3.5.4	1 - 2 Y	0	ND1	0,00%	
G.3.5.5	2 - 3 Y	20	ND1	3,81%	
G.3.5.6	3 - 4 Y	12,5	ND1	2,38%	
G.3.5.7	4 - 5 Y	62	ND1	11,81%	
G.3.5.8	5 - 10 Y	195,2	ND1	37,19%	
G.3.5.9	10+ Y	205,2	ND1	39,09%	
G.3.5.10	Total	525	0	100%	0%
<b>6. Covered Assets - Currency</b>		<b>Nominal [before hedging] (mn)</b>	<b>Nominal [after hedging] (mn)</b>	<b>% Total [before]</b>	<b>% Total [after]</b>
G.3.6.1	EUR	853,8582091	853,8582091	100,00%	100,00%
G.3.6.16	Total	853,8582091	853,8582091	100%	100%
<b>7. Covered Bonds - Currency</b>		<b>Nominal [before hedging] (mn)</b>	<b>Nominal [after hedging] (mn)</b>	<b>% Total [before]</b>	<b>% Total [after]</b>
G.3.7.1	EUR	524,9	524,9	100,00%	100,00%
G.3.7.16	Total	524,9	524,9	100%	100%
<b>8. Covered Bonds - Breakdown by interest rate</b>		<b>Nominal [before hedging] (mn)</b>	<b>Nominal [after hedging] (mn)</b>	<b>% Total [before]</b>	<b>% Total [after]</b>
G.3.8.1	Fixed coupon	524,9	524,9	100%	100%
G.3.8.2	Floating coupon	0	0	0%	0%
G.3.8.3	Other	0	0	0%	0%
G.3.8.4	Total	524,9	524,9	100%	100%
<b>9. Substitute Assets - Type</b>		<b>Nominal (mn)</b>		<b>% Substitute Assets</b>	
G.3.9.1	Cash	0		0,00%	
G.3.9.2	Exposures to/guaranteed by Supranational, Sovereign, Agency (SSA)	11,383		100,00%	
G.3.9.3	Exposures to central banks	0			
G.3.9.4	Exposures to credit institutions	0		0,00%	
G.3.9.5	Other	0		0,00%	
G.3.9.6	Total	11,383		100%	
<b>10. Substitute Assets - Country</b>		<b>Nominal (mn)</b>		<b>% Substitute Assets</b>	
G.3.10.1	Domestic (Country of Issuer)	11,383		100,00%	
G.3.10.15	Total EU	11,383			
G.3.10.16	Total	11,383		100%	
<b>11. Liquid Assets</b>		<b>Nominal (mn)</b>		<b>% Cover Pool</b>	<b>% Covered Bonds</b>
G.3.11.1	Substitute and other marketable assets	11,383		1,33%	2,17%
G.3.11.2	Central bank eligible assets	0		0,00%	0,00%
G.3.11.3	Other	0		0,00%	0,00%
G.3.11.4	Total	11,383		1%	2%
<b>12. Bond List</b>					
G.3.12.1	Bond list				
<b>13. Derivatives &amp; Swaps</b>					
G.3.13.1	Derivatives in the register / cover pool [notional] (mn)	ND2			
G.3.13.2	Type of interest rate swaps (intra-group, external or both)	ND2			
G.3.13.3	Type of currency rate swaps (intra-group, external or both)	ND2			

#### 4. References to Capital Requirements Regulation (CRR) 129(7)

Row

Row

The issuer believes that, at the time of its issuance and based on transparency data made publicly available by the issuer, these covered bonds would satisfy the eligibility criteria for Article 129(7) of the Capital Requirements Regulation (EU) 648/2012. It should be noted, however, that whether or not exposures in the form of covered bonds are eligible to preferential treatment under Regulation (EU) 648/2012 is ultimately a matter to be determined by a relevant investor institution and its relevant supervisory authority and the issuer does not accept any responsibility in this regard.

G.4.1.1	(i) Value of the cover pool outstanding covered bonds:	<a href="#">38</a>	
G.4.1.2	(i) Value of covered bonds:	<a href="#">39</a>	
G.4.1.3	(ii) Geographical distribution:	<a href="#">43 for Mortgage Assets</a>	
G.4.1.4	(ii) Type of cover assets:	<a href="#">52</a>	
G.4.1.5	(ii) Loan size:	<a href="#">166 for Residential Mortgage Assets</a>	<a href="#">267 for Commercial Mortgage Assets</a>
G.4.1.6	(ii) Interest rate risk - cover pool:	<a href="#">130 for Mortgage Assets</a>	
G.4.1.7	(ii) Currency risk - cover pool:	<a href="#">110</a>	
G.4.1.8	(ii) Interest rate risk - covered bond:	<a href="#">162</a>	
G.4.1.9	(ii) Currency risk - covered bond:	<a href="#">136</a>	
G.4.1.10	(Please refer to "Tab D. HTT Austrian Glossary" for hedging strategy)	<a href="#">17 for Austrian Glossary</a>	
G.4.1.11	(iii) Maturity structure of cover assets:	<a href="#">65</a>	
G.4.1.12	(iii) Maturity structure of covered bonds:	<a href="#">87</a>	
G.4.1.13	(iv) Percentage of loans more than ninety days past due:	<a href="#">160 for Mortgage Assets</a>	

#### 5. References to Capital Requirements Regulation (CRR) 129(1)

G.5.1.1	Exposure to credit institute credit quality step 1 & 2	ND3
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#### 6. Other relevant information

##### 1. Optional information e.g. Rating triggers

OG.6.1.1	NPV Test (passed/failed)
OG.6.1.2	Interest Coverage Test (passed/failed)
OG.6.1.3	Cash Manager
OG.6.1.4	Account Bank
OG.6.1.5	Stand-by Account Bank
OG.6.1.6	Servicer
OG.6.1.7	Interest Rate Swap Provider
OG.6.1.8	Covered Bond Swap Provider
OG.6.1.9	Paying Agent

## B1. Austrian Transparency Template - Mortgage Assets

Reporting in Domestic Currency

EUR

### CONTENT OF TAB B1

[7. Mortgage Assets](#)  
[7.A Residential Cover Pool](#)  
[7.B Commercial Cover Pool](#)

Field Number	7. Mortgage Assets			
	<b>1. Property Type Information</b>	<b>Nominal (mn)</b>	<b>% Total Mortgages</b>	
M.7.1.1	Residential	614,4016261	72,93%	
M.7.1.2	Commercial	228,073583	27,07%	
M.7.1.3	Other	0	0,00%	
M.7.1.4	Total	842,4752091	100%	
	<b>2. General Information</b>	<b>Residential Loans</b>	<b>Commercial Loans</b>	<b>Total Mortgages</b>
M.7.2.1	Number of mortgage loans	3409,445855	493,554145	3903
	<b>3. Concentration Risks</b>	<b>% Residential Loans</b>	<b>% Commercial Loans</b>	<b>% Total Mortgages</b>
M.7.3.1	10 largest exposures	9,685432441	10,51503	14,25833532
	<b>4. Breakdown by Geography</b>	<b>% Residential Loans</b>	<b>% Commercial Loans</b>	<b>% Total Mortgages</b>
M.7.4.1	European Union	<u>72,92815497</u>	<u>27,07184503</u>	<u>100</u>
M.7.4.2	Austria	72,92815497	27,07184503	100
	<b>5. Breakdown by domestic regions</b>	<b>% Residential Loans</b>	<b>% Commercial Loans</b>	<b>% Total Mortgages</b>
M.7.5.1	Wien	33,76109006	13,84542548	47,60651553
M.7.5.2	Burgenland	22,84714024	6,701475844	29,54861609
M.7.5.3	Steiermark	8,752035097	3,971246889	12,72328199
M.7.5.4	Niederösterreich	6,636203873	1,642334675	8,278538548
M.7.5.5	Kärnten	0,730254469	0,50277993	1,233034399
M.7.5.6	Oberösterreich	0,053638914	0,408582215	0,462221129
M.7.5.7	Tirol	0,120916102	0	0,120916102
M.7.5.8	Salzburg	0,026876215	0	0,026876215
M.7.5.9	Vorarlberg	0	0	0
	<b>6. Breakdown by Interest Rate</b>	<b>% Residential Loans</b>	<b>% Commercial Loans</b>	<b>% Total Mortgages</b>
M.7.6.1	Fixed rate	20,52293617	6,444954503	26,96789067
M.7.6.2	Floating rate	52,40521881	20,62689053	73,03210933
M.7.6.3	Other	0	0	0
	<b>7. Breakdown by Repayment Type</b>	<b>% Residential Loans</b>	<b>% Commercial Loans</b>	<b>% Total Mortgages</b>
M.7.7.1	Bullet / interest only	15,43726046	3,396052721	18,83331318
M.7.7.2	Amortising	57,49089451	23,67579231	81,16668682
M.7.7.3	Other	0	0	0
	<b>8. Loan Seasoning</b>	<b>% Residential Loans</b>	<b>% Commercial Loans</b>	<b>% Total Mortgages</b>
M.7.8.1	Up to 12months	8,380171259	1,643453452	10,02362471
M.7.8.2	≥ 12 - ≤ 24 months	8,496235186	4,801381276	13,29761646
M.7.8.3	≥ 24 - ≤ 36 months	5,734618651	0,997770657	6,732389309
M.7.8.4	≥ 36 - ≤ 60 months	24,32901858	8,379301732	32,70832031
M.7.8.5	≥ 60 months	25,9881113	11,24993791	37,23804921

9. Non-Performing Loans (NPLs)		% Residential Loans	% Commercial Loans	% Total Mortgages	
M.7.9.1	% NPLs	0	0	0	
7.A Residential Cover Pool					
10. Loan Size Information		Nominal	Number of Loans	% Residential Loans	% No. of Loans
M.7A.10.1	Average loan size (000s)	180,2057144			
	By buckets (mn):				
M.7A.10.2	>0 - <=100,000	91,45423875	2059,740486	14,89%	60,41%
M.7A.10.3	>100,000 - <=300,000	176,1375618	1041,669016	28,67%	30,55%
M.7A.10.4	>300,000 - <=500,000	49,60788317	130,3022498	8,07%	3,82%
M.7A.10.5	>500,000 - <=1,000,000	64,35591159	90,73789515	10,47%	2,66%
M.7A.10.6	>1,000,000 - <=5,000,000	161,0107203	79,03950991	26,21%	2,32%
M.7A.10.7	>5,000,000	71,83531056	7,95669804	11,69%	0,23%
M.7A.10.26	Total	614,4016261	3409,445855	100%	100%
11. Loan to Value (LTV) Information - UNINDEXED		Nominal	Number of Loans	% Residential Loans	% No. of Loans
M.7A.11.1	Weighted Average LTV (%)	54,05%			
	By LTV buckets (mn):				
M.7A.11.2	>0 - <=40 %	149,7312002	1336,873224	24,37%	39,21%
M.7A.11.3	>40 - <=50 %	97,77077527	463,6727404	15,91%	13,60%
M.7A.11.4	>50 - <=60 %	139,1055514	443,8836265	22,64%	13,02%
M.7A.11.5	>60 - <=70 %	70,32478204	401,6108798	11,45%	11,78%
M.7A.11.6	>70 - <=80 %	80,98096502	341,2678531	13,18%	10,01%
M.7A.11.7	>80 - <=90 %	36,28254982	183,3165693	5,91%	5,38%
M.7A.11.8	>90 - <=100 %	29,57750233	123,9648748	4,81%	3,64%
M.7A.11.9	>100%	10,62830003	114,8560874	1,73%	3,37%
M.7A.11.10	Total	614,4016261	3409,445855	100%	100%
12. Loan to Value (LTV) Information - INDEXED		Nominal	Number of Loans	% Residential Loans	% No. of Loans
M.7A.12.1	Weighted Average LTV (%)	ND1			
	By LTV buckets (mn):				
M.7A.12.2	>0 - <=40 %	ND1	ND1		
M.7A.12.3	>40 - <=50 %	ND1	ND1		
M.7A.12.4	>50 - <=60 %	ND1	ND1		
M.7A.12.5	>60 - <=70 %	ND1	ND1		
M.7A.12.6	>70 - <=80 %	ND1	ND1		
M.7A.12.7	>80 - <=90 %	ND1	ND1		
M.7A.12.8	>90 - <=100 %	ND1	ND1		
M.7A.12.9	>100%	ND1	ND1		
M.7A.12.10	Total	0	0	0%	0%
13. Breakdown by type		% Residential Loans			
M.7A.13.1	Owner occupied	ND3			
M.7A.13.2	Second home/Holiday houses	ND3			
M.7A.13.3	Buy-to-let/Non-owner occupied	ND3			
M.7A.13.4	Agricultural	ND3			
M.7A.13.5	Other	ND3			
14. Loan by Ranking		% Residential Loans			
M.7A.14.1	1st lien / No prior ranks	ND3			
M.7A.14.2	Guaranteed	ND3			
M.7A.14.3	Other	ND3			

### 7B Commercial Cover Pool

15. Loan Size Information		Nominal	Number of Loans	% Commercial Loans	% No. of Loans
M.7B.15.1	Average loan size (000s)	462,1044831			
	By buckets (mn):				
M.7B.15.2	>0 - <=100,000	12,35342914	257,4191417	5,42%	52,16%
M.7B.15.3	>100,000 - <=300,000	25,21542002	125,2355075	11,06%	25,37%
M.7B.15.4	>300,000 - <=500,000	15,91369775	38,99777172	6,98%	7,90%
M.7B.15.5	>500,000 - <=1,000,000	25,77754119	32,5670496	11,30%	6,60%
M.7B.15.6	>1,000,000 - <=5,000,000	68,11378984	31,33467439	29,86%	6,35%
M.7B.15.7	>5,000,000	80,69970509	8	35,38%	1,62%
M.7B.15.26	Total	228,073583	493,554145	100%	100%
16. Loan to Value (LTV) Information - UNINDEXED		Nominal	Number of Loans	% Commercial Loans	% No. of Loans
M.7B.16.1	Weighted Average LTV (%)	50,32%			
	By LTV buckets (mn):				
M.7B.16.2	>0 - <=40 %	60,97634969	209,1267762	26,74%	42,37%
M.7B.16.3	>40 - <=50 %	49,29493309	78,32725963	21,61%	15,87%
M.7B.16.4	>50 - <=60 %	48,72978497	81,11637347	21,37%	16,44%
M.7B.16.5	>60 - <=70 %	30,44595979	47,38912016	13,35%	9,60%
M.7B.16.6	>70 - <=80 %	26,18734766	33,73214691	11,48%	6,83%
M.7B.16.7	>80 - <=90 %	7,99075815	23,68343069	3,50%	4,80%
M.7B.16.8	>90 - <=100 %	2,3513306	11,03512524	1,03%	2,24%
M.7B.16.9	>100%	2,097119073	9,14391265	0,92%	1,85%
M.7B.16.10	Total	228,073583	493,554145	100%	100%
17. Loan to Value (LTV) Information - INDEXED		Nominal	Number of Loans	% Commercial Loans	% No. of Loans
M.7B.17.1	Weighted Average LTV (%)	ND1			
	By LTV buckets (mn):				
M.7B.17.2	>0 - <=40 %	ND1	ND1		
M.7B.17.3	>40 - <=50 %	ND1	ND1		
M.7B.17.4	>50 - <=60 %	ND1	ND1		
M.7B.17.5	>60 - <=70 %	ND1	ND1		
M.7B.17.6	>70 - <=80 %	ND1	ND1		
M.7B.17.7	>80 - <=90 %	ND1	ND1		
M.7B.17.8	>90 - <=100 %	ND1	ND1		
M.7B.17.9	>100%	ND1	ND1		
M.7B.17.10	Total	0	0	0%	0%
18. Breakdown by Type		% Commercial loans			
M.7B.18.1	Retail	5,008873587			
M.7B.18.2	Office	24,26358085			
M.7B.18.3	Hotel/Tourism	0,051746458			
M.7B.18.4	Shopping malls	0			
M.7B.18.5	Industry	8,173568634			
M.7B.18.6	Agriculture	5,771873068			
M.7B.18.7	Other commercially used	41,24519746			
M.7B.18.8	Land	0			
M.7B.18.9	Property developers / Bulding under construction	0			
M.7B.18.10	Other	15,48515994			

## C. Austrian Transparency Template - Glossary

The definitions below reflect the national specificities

Field Number	1. Glossary - Standard Austrian Items	[Insert Definition Below]
HG.1.1	OC Calculation: Actual	
HG.1.2	OC Calculation: Legal minimum	
HG.1.3	OC Calculation: Committed	
HG.1.4	Interest Rate Types	
HG.1.5	Residual Life Buckets of Cover assets [i.e. how is the contractual and/or expected residual life defined? What assumptions eg, in terms of prepayments? etc.]	
HG.1.6	Maturity Buckets of Covered Bonds [i.e. how is the contractual and/or expected maturity defined? What maturity structure (hard bullet, soft bullet, conditional pass through)? Under what conditions/circumstances? Etc.]	
HG.1.7	LTVs: Definition	
HG.1.8	LTVs: Calculation of property/shipping value	
HG.1.9	LTVs: Applied property/shipping valuation techniques, including whether use of index, Automated Valuation Model (AVM) or on-site audits	
HG.1.10	LTVs: Frequency and time of last valuation	
HG.1.11	Explain how mortgage types are defined whether for residential housing, multi-family housing, commercial real estate, etc. Same for shipping where relevant	
HG.1.12	Hedging Strategy (please explain how you address interest rate and currency risk)	
HG.1.13	Non-performing loans	
2. Reason for No Data		Value
HG.2.1	Not applicable for the jurisdiction	ND1
HG.2.2	Not relevant for the issuer and/or CB programme at the present time	ND2
HG.2.3	Not available at the present time	ND3
3. Glossary - Extra national and/or Issuer Items		[Insert Definition Below]
HG.3.1	Other definitions deemed relevant	[For completion]
OHG.3.1		
OHG.3.2		
OHG.3.3		
OHG.3.4		
OHG.3.5		



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### TERMS OF USE

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The Site is intended for use as a directory of information relating to certain covered bond products ("Products") (the "Product Information") by an issuer of ("Issuer"), or potential investor in ("Investor"), such Products (an Issuer, Investor, or any other person accessing this Site, each a "User" or "you"). The Product Information is provided by each relevant Issuer, and remains at all times the sole responsibility of the relevant Issuer. We have not independently verified any Product Information, nor reviewed whether any Product for which information is available on the Site actually is a covered bond product. This Site or any label made available through it does not constitute, nor contain, any form of credit rating, any offer to sell (or the solicitation of an offer to purchase) any Product, nor does it constitute a recommendation, or investment advice (or any other type of advice) upon which reliance should be placed.

These terms and conditions together with the documents referred to in them set out the terms of use ("T&Cs") on which (a) an Issuer; (b) Investor; or (c) any other User, may make use of the Site. Section A applies primarily to Investors and Section B applies primarily to Issuers. The General T&Cs in Section C apply to all Users

**Our Acceptable Use Policy and Privacy Policy** are incorporated into these T&Cs.

Please read the T&Cs carefully before you start to use the Site. By clicking 'Accept' you indicate that you accept these T&Cs and that you agree to abide by them

If any provision of these T&Cs shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

### SECTION A. INVESTOR T&Cs

#### 1. DIRECTORY SERVICES

The Site is intended to provide you with certain information from Issuers regarding the self-certification of their Products as labelled covered bonds. The requirements of the Covered Bond Label Convention are intended to increase transparency, improve investor access to information, and improve liquidity in covered bonds, but they are not a substitute in any way for each User's independent investment and credit evaluation

The Product Information on this Site is provided for your convenience only, and does not constitute any form of credit rating, an offer to sell (or the solicitation of an offer to purchase) any Product, nor does it constitute a recommendation, or investment advice (or any other type of advice) upon which reliance should be placed

Users shall exercise independent judgment when viewing the Site and its contents, to make their own investigations and evaluations of the information contained on this Site or accessible through it, and to consult their own attorney, business adviser, tax adviser, and/or any other professional necessary, as to legal, business, tax and investment-related matters concerning the Products and Product Information contained on this Site. No information contained on the Site should be construed as legal, tax, investment, or accounting advice

Product Information is incorporated into the directory on the Site following the completion of an automated process conducted by the relevant Issuer. The proper conduct of that process and the accuracy and completeness of the Product Information supplied during that process remain at all times the responsibility of the relevant Issuer. While the Product Information contained on the Site is displayed by us in good faith, no representation is made by us as to its completeness or accuracy. **PRODUCT INFORMATION IS DISPLAYED ON THE SITE "AS IS" AND HAS NOT BEEN INDEPENDENTLY VERIFIED BY US. BY YOUR USE OF THE SITE, YOU AGREE THAT WE HAVE NO LIABILITY WHATSOEVER REGARDING THE ACCURACY OF COMPLETENESS OF THE PRODUCT INFORMATION ON THIS SITE.** Inclusion of Product Information in the directory on the Site does not constitute a warranty or representation by us that the Product is a covered bond product or complies with any particular criteria or regulations

Completion of the relevant self-certification automated process by the Issuer will lead to the grant of the Covered Bond Label. The grant of such label is entirely within the control of the relevant Issuer, and we do not independently verify whether such Issuer complies with the relevant criteria. The existence of a Covered Bond Label does not represent any opinion by us about the creditworthiness of a Product, the value or price of a Product, the appropriateness of a Product's terms, or the Product's future investment performance. Nothing contained on this Site is intended to predict or project future performance

We make no representation that the Products which are featured on the Site are suitable for you and we disclaim all liability and responsibility arising from any reliance placed on any Product Information or on the Covered Bond Label by any visitor to the Site, or by anyone who may be informed of any of its contents

From time to time we may make changes to the Site that we feel are appropriate (see Section C, para 3 below)

#### 2. USE OF MATERIALS

Subject to any prohibitions or restrictions stated in third party websites accessible via hyperlinks in the Site over which we have no control, you may view the content published on this Site, and you are welcome to print hard copies and/or download, material on it for your personal use or internal business purposes (in which case you are required to preserve in your copies any copyright materials displayed in the original materials and otherwise to acknowledge the Site as the source of the material). All downloading of material from the Site must be in accordance with our Acceptable Use Policy. All other copying is strictly prohibited.

The use of material printed or downloaded from our Site must be in accordance with our Acceptable Use Policy

### **3. LINKS FROM AND TO OUR SITE**

Where the Site contains hyperlinks to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Users follow links on this Site to external websites at their sole risk.

We accept no liability for and do not endorse any statements, advertisements, information, products or services that are published on or may be accessible through any websites owned or operated by third parties or for any action you may take as a result of using the website.

Those third party websites may also be subject to separate legal terms and conditions, and Issuers may be subject to separate regulation and are solely responsible for satisfying such regulatory requirements. We do not represent or warrant that any Issuer you deal with is fully authorised under or compliant with any law or regulation in any jurisdiction.

You agree not to link any websites to this Site without our express prior written consent. We reserve the right, at any time and for any reason not prohibited by law, to deny permission to anyone to link a website from or to this Site, as well as the right to remove any link currently appearing on our Site.

## **SECTION B. ISSUER T&Cs**

### **1. DIRECTORY SERVICES AND LABEL**

The Issuer is responsible for all Product Information uploaded to and/or validated on the Site by the Issuer or on its behalf, and warrants and represents that all such Product Information is and shall continue to be (and the Issuer shall regularly check the Site in order to ensure that it remains) accurate, complete and up-to-date.

The Issuer understands that we do not limit access to the Site based on the nationality of a User. The Issuer shall be solely responsible for compliance with all laws and regulations applicable to the offer and sale of a Product in all jurisdictions in which such Products are offered.

The Issuer shall indemnify us against, and hold us harmless from, any losses, liabilities or costs (including reasonable administrative and legal costs) suffered by us (including our officers and employees) or by third parties (including Investors and regulatory authorities), in relation to the Product Information and/or the Issuer's use of, and statements regarding, a Covered Bond Label.

We accept no liability in relation to any lack of availability of the Site or any omission of, or any display of incorrect, Product Information on the Site for any reason whatsoever including negligence.

The Issuer shall not make any statement that its receipt of a Covered Bond Label constitutes a recommendation by us to buy, sell or hold any Product, or that it reflects our views on the suitability of any Product for a particular Investor.

### **2. PRODUCTS**

By uploading and/or validating Product Information on our Site, the Issuer warrants and represents that the Product complies with the relevant criteria established by the Label Convention as detailed at [www.coveredbondlabel.com/pdf/Covered\\_Bond\\_Label\\_Convention\\_2015.pdf](http://www.coveredbondlabel.com/pdf/Covered_Bond_Label_Convention_2015.pdf).

### **3. UPLOADING INFORMATION TO OUR SITE**

Whenever you upload and/or validate Product Information on the Site, you warrant and represent that any such contribution complies with the content standards set out in our Acceptable Use Policy, and you shall indemnify us against and hold us harmless from, any losses, liabilities and costs arising in respect of any breach of that warranty.

You shall promptly notify us in the event that Product Information published on the Site, any representation made to us in connection with obtaining a Covered Product Label, or any other information communicated to us in connection with the Site, becomes false, inaccurate, incomplete, or misleading.

Any information you upload to and/or validate on the Site shall be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties such information for any purpose. We also have the right to disclose your identity to any third party who is claiming that any information posted or uploaded by you to the Site constitutes a violation of their intellectual property, privacy or other rights or is otherwise unlawful.

We shall not be responsible, or liable to any third party, for the content or accuracy of any Product Information posted by you or any other user of the Site.

We have the right to remove any information or posting you make on the Site if, in our opinion, such information does not comply with the content standards set out in our Acceptable Use Policy, or for any other reason.

### **4. LINKING TO OUR SITE**

You may link to our home page ([www.coveredbondlabel.com](http://www.coveredbondlabel.com)), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

You must not establish a link from any website that is not owned by you.

The Site must not be framed on any other website, nor may you create a link to any part of the Site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

### **5. SECURITY**

Issuers are required to register with us in order to use the Site by completing the following Registration Form.

Issuers will be provided with a unique user identification code and password (the "User Details") in order to access the Site for the sole purpose of uploading and/or validating Product Information on the Site. Such User Details are granted by us for the sole and exclusive use of the Issuer.

We reserve the right to alter or cancel User Details and revoke access to the site at any time.

If we need to contact you in relation to your use of the Site, we may contact you by email, telephone or post. The most recent details you have given us will be used. You must promptly inform us of any change in your contact details.

### **6. DOWNLOADING OF ISSUER PROFILES FROM OUR SITE**

An Issuer may download its own profile from our Site in any of the ways expressly permitted by the Site, but Issuers may not download the profiles of any other Issuers or attempt to download profiles from the Site by any other means.

## **SECTION C. GENERAL T&Cs**

### **1. SITE ACCESS**

Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Site without notice. We shall not be liable if for any reason the Site is unavailable at any time or for a period of time.

From time to time, we may restrict access to the Site (either partially or in its entirety)

If you are provided with a user identification code, password or any other piece of information as part of our security procedures you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these T&Cs, or for any other reason. When using the Site, you must comply with the provisions of our **Acceptable Use Policy**. You shall indemnify us against, and hold us harmless from, any losses, liabilities or costs (including reasonable administrative and legal costs suffered by us (including our officers and employees) or by third parties (including Investors and regulatory authorities) as a result of any breaches of our **Acceptable Use Policy** that you commit.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these T&Cs and that they comply with them.

## **2. INTELLECTUAL PROPERTY**

All rights in this Site unless otherwise indicated, are owned by us. This Site and all content published on this Site, unless otherwise indicated, are protected by copyright in Belgium and other jurisdictions across the world. All trademarks and devices displayed on this Site, unless otherwise indicated, are owned by us and may be registered in many jurisdictions across the world. Save as provided in these T&Cs, any use or reproduction of these trademarks and/or devices is prohibited.

You must not use any part of the materials on the Site for commercial purposes without our consent

## **3. SITE CHANGES**

We aim to update the Site on a regular basis, and may change the content at any time. If the need arises, we reserve the right to suspend access to the Site, or close it indefinitely.

## **4. OUR LIABILITY**

The Product Information displayed on the Site is provided by the Issuer, and the granting of any label made available through the website is under the sole control of the Issuer, in each case without any guarantees, conditions, warranties or representations from us as to its accuracy or completeness. To the extent permitted by law, we, and any third parties connected to us, hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by any applicable law or regulation; and
- any liability for any direct, indirect or consequential loss or damage incurred by any User in connection with the use, inability to use or results of the use of the Site, any websites linked to it and any materials posted on it (including, without limitation, the omission of, or the display of incorrect, Product Information on the Site) or in connection with any Product, including loss of: income, revenue, business, profits, contracts, anticipated savings, information, or goodwill, regardless of how any such loss or damage is caused

## **5. INFORMATION ABOUT YOU AND VISITS TO OUR SITE**

We process information about you in accordance with our Privacy Policy. By using the Site, you consent to such processing and you warrant that all information provided by you is accurate.

## **6. VIRUSES, HACKING, OTHER OFFENCES**

You must not misuse the Site by knowingly introducing viruses, 'trojan horses', worms, logic bombs or other material which is maliciously or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored, or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the law of 28 November 2000 on computer crime. We shall report any such breach to the relevant law enforcement authorities and we shall co-operate with those authorities by disclosing your identity to them. In the event of such breach, your right to use the Site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, information or other proprietary material due to your use of the Site or to your downloading of any information posted on it or on any website linked to it.

We do not warrant that this Site or any software or material of whatsoever nature available on or downloaded from it will be free from viruses or defects, compatible with your equipment or fit for any purpose. It is your responsibility to use suitable anti-virus software on any software or other material that you may download from this Site and to ensure the compatibility of such software or material with your equipment and software.

We reserve the right to prohibit any activities of any nature or description that, in our sole discretion, might tend to damage or injure our commercial reputation or goodwill or the reputations or goodwill of any of the providers or subscribers to this Site.

## **7. JURISDICTION AND APPLICABLE LAW**

The courts of Brussels, Belgium shall have exclusive jurisdiction over any claim arising from, or related to, a visit to the Site or these T&Cs.

These T&Cs and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Belgium.

## **8. VARIATIONS**

We may revise these T&Cs at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Certain of the provisions contained in these T&Cs may also be superseded by provisions or notices published elsewhere on the Site.

## **9. CONTACTS**

Details of how to contact us are available by clicking on Contact Us.

We shall inform you if any of our contact details change by posting a notice on the Site.

## **SECTION D. CBFL ACCEPTABLE USE POLICY**

This acceptable use policy (the "Policy") sets out the terms agreed between a user of the website ("you") and the Covered Bond Label Foundation ("we" or "us") on which you may use the website [www.coveredbondlabel.com](http://www.coveredbondlabel.com) (the "Site"). The Policy shall apply to all users of, and visitors to, the Site.

Your use of the Site means that you accept, and agree to abide by, all the terms of the Policy, which supplement our Terms of Use

#### **1. PROHIBITED USES**

You may use the Site for lawful purposes only. You may not use the Site

- in any way that breaches any applicable local, national or international law or regulation
- in any way which breaches or contravenes our content standards (see para 2 below)
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); c
- to knowingly transmit any information, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of our Terms of Use; and
- not to access without authority, interfere with, damage or disrupt
- any part of the Site;
- any equipment or network on which the Site is stored.
- any software used in the provision of the Site; or
- any equipment or network or software owned or used by any third party

#### **2. CONTENT STANDARDS**

These content standards apply to any and all information (the "Information") which you contribute to the Site

Information must:

- be accurate; and
- comply with applicable law in Belgium and in any country from which it is posted

Information must not:

- infringe any copyright, database right, trade mark or other proprietary right of any other person
- be likely to deceive any person; or
- be provided in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence

#### **3. SUSPENSION AND TERMINATION**

We will determine, at our sole discretion, whether your use of the Site has caused a breach of the Policy. When a breach of the Policy has occurred, we may take such action as we deem reasonable

Failure to comply with the Policy will constitute a material breach of our Terms of Use upon which you are permitted to use the Site, and may result in us taking any of the following action

- immediate, temporary or permanent withdrawal of your right to use the Site
- immediate, temporary or permanent removal of any Information uploaded by you to the Site
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
- disclosure of information to law enforcement authorities as requested by law or as we reasonably feel is necessary; c
- any other action we deem to be appropriate.

#### **4. DOWNLOADING AND USE OF INFORMATION FROM OUR SITE**

You may download information from our Site in any of the ways expressly permitted by the Site. Where indicated by the Site, you shall supply all the details requested and accept all the applicable terms and conditions before attempting to download any information from the Site. You shall not attempt to download profiles from the Site by any other means

You may use information that has been downloaded from our Site in accordance with our permitted procedures and/or hard copies of information printed from our Site for your personal use or internal business purposes only (in which case you are required to preserve in your copies any copyright materials displayed in the original materials and otherwise to acknowledge the Site as the source of the material). You may not distribute or show any materials downloaded or printed from our Site to any third parties or quote or refer to any such materials in communications with third parties without obtaining our prior written permission. Any such permission would only be granted by us on terms that the third party in question, prior to viewing any material from our Site, accepts and agrees to comply with these T&Cs as if the third party were a User of the Site

Regardless of any permission that may be granted by us for you to distribute or show materials downloaded or printed from our Site to third parties, you must not use or export the information or materials available on or through the Site in violation of laws in your, or any other applicable, jurisdiction. It remains your responsibility at all times to ensure that such laws are not violated

#### **5. CHANGES TO THE POLICY**

We may revise the Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in the Policy may also be superseded by provisions or notices published elsewhere on the Site

#### **SECTION E. CBFL PRIVACY POLICY**

The Covered Bond Label Foundation ("**we**" or "**us**") is committed to protecting and respecting the privacy of our users

This policy (together with our Terms of Use and any other documents referred to on it) sets out the basis on which any personal information we collect from, or that is provided to us by, a user (including from any individual who represents, and/or acts on behalf of, a user) ("**you**") will be processed by us or by third parties. Please read the following carefully to understand our views and practices regarding your personal information and how we will treat it

For the purpose of the Law of 8 December 1992 on the protection of privacy in relation to processing of personal information (*loi relative à la protection de la vie privée à l'égard des traitements de données à caractère personnel / wet tot bescherming van de persoonlijke levensfeer ten opzichte van de verwerking van persoonsgegevens*) (the "Belgian DPL"), we (the Covered Bond Label Foundation) are the data controller

#### **1. INFORMATION COLLECTION AND PROCESSING**

We may collect and process the following information about you

- information that you provide by completing any form on our website ([www.coveredbondlabel.com](http://www.coveredbondlabel.com)) (the "Site"). This includes information provided at the time of registering to use the Site, subscribing to our service, posting material or requesting further services;
- if you contact us, we may keep a record of that correspondence; and
- details of your visits to the Site and the resources that you access

This information may include personal information (such as your name or title) and we will only process such personal information for the purposes set out in paragraph 2 below in accordance with the Belgian DPL

#### **2. INFORMATION USE**

We may collect and process your personal information for the following purposes

- to ensure that content from the Site is presented in the most effective manner for your computer
- to provide you with information, products or services that you request from us or which we feel may interest you; and
- to notify you about changes to our service.

If you do not want us to use your information in this way, or to pass your details on to third parties for marketing purposes, you can refuse consent to such processing by ticking the relevant box situated on the form on which we collect your information.

#### **3. TRANSFER AND STORAGE OF PERSONAL INFORMATION**

You agree that your personal information may be communicated to third parties

- if we are under a duty to disclose or share your personal information in order to comply with any legal obligation, or in order to enforce or apply our Terms of Use and other agreement
  - in the case of any legitimate interest; and
  - for direct marketing purposes (unless you object to such processing in accordance with paragraph 2 above)
- By submitting your personal information, you also agree that such information may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"), whether or not an adequate level of protection is ensured for personal information in the country of reception
- Your personal information may also be processed by staff operating outside the EEA who work for us or for one of our processors for the same purposes as listed in paragraph 2 above. Such staff may be engaged in, among other things, the provision of support services.

#### **4. SECURITY**

We will take all steps reasonably necessary to ensure that your information is treated securely and in accordance with this privacy policy, and to prevent personal information being accessible to and processed by unauthorised parties, or being accidentally changed or deleted. There are internal security measures in place to protect the premises, servers, network, data transfers, and the information itself

You acknowledge however that the transmission of information via the internet is not completely secure. While we will use reasonable endeavours to protect your personal information, we cannot fully guarantee the security of your information transmitted to the Site.

Where we have given you a password which enables you to access certain parts of the Site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone

#### **5. YOUR RIGHTS**

The Belgian DPL gives you the right to access or, where incorrect, amend or delete (at your request and free of charge) personal information pertaining to you. You can exercise these rights at any time by contacting us by email by clicking on Contact Us or by letter addressed to Covered Bond Label Foundation Rue de la Science 14 - 1040 Brussels - Belgium.

You also have the right to ask us not to process your personal information for marketing purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your information or by contacting us by email or by letter in accordance with the above

#### **6. CHANGES TO OUR PRIVACY POLICY**

Any changes we may make to our privacy policy in the future will be posted on this page

#### **7. CONTACT**

If you have any questions about this policy, the collection and use of your personal information or other privacy-specific concerns please contact us by clicking on Contact Us