



GENERAL TERMS AND CONDITIONS OF THE SERVICES PROVIDED WITH OTP SZÉCHENYI LEISURE CARDS

EFFECTIVE FROM: 1 JANUARY 2019

OTP Pénztárszolgáltató Zrt.

Postal address: H-1243 Budapest, Pf.: 564.

Registered seat: 1133 Budapest, Váci út 76.

Registered by the Budapest-Capital Regional Court
as court of registry under Cg. 01-10-045076

Tax number: 13272346-4-41

Website: www.otpportalok.hu

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These General Terms and Conditions (hereinafter: GTC) set out the OTP Széchenyi Leisure Card terms and conditions for the services provided to the Employer by OTP Pénztárszolgáltató Zrt. as the issuer of OTP Széchenyi Leisure Cards.

Interpretative provisions

Within these GTC, the Parties shall interpret and apply the following terms as having the meaning described hereunder:

1. *Decree*: Government Decree 76/2018 (IV.20.) on the rules of the issuance and use of the Széchenyi Leisure Card
2. *OTP Széchenyi Leisure Card/OTP SZÉP Card*: a cashless payment instrument issued in the form of a plastic ID, as specified in the Decree, which the Institution shall supply pursuant to the master agreement with the cardholder for the purpose of accessing the benefits laid down in Article 71(1)(b) of Act CXVII of 1995 (hereinafter referred to as the Act on Personal Income Tax);
3. *Institution*: a payment services provider authorized to issue Széchenyi Leisure Cards, namely OTP Pénztárszolgáltató Zrt. (OTP Fund Services Plc., registered office: Hungary, 1133 Budapest, Váci út 76., company reg. no.: 01-10-045076, represented by: Teréz Hargitainé Várhegyi, CEO);
4. *Employer*: a party that concludes a contract with the Institution and provides to its Employees the benefits specified in Article 71(1)(b) of the Act on Personal Income Tax;
5. *Employee (also referred to as: Cardholder)*: a person employed by the Employer who is the beneficiary of the benefits set forth in Article 71(1)(b) of the Act on Personal Income Tax;
6. *Partner Card Holder*: a close relative of an Employee (cardholder) with an OTP Széchenyi Leisure Card who has the same rights over the funds on the limited-purpose payment accounts as the Employee;
7. *Parties*: the Institution and the Employer collectively.

1. Purpose of the GTC

- 1.1 The Institution is the issuer of the OTP Széchenyi Leisure Card. The purpose of these GTC is to define the terms and conditions for the services provided by the Institution to the Employer in order to facilitate the transfer of SZÉP Card benefits to the limited-purpose accounts of the Employees.

2. The subject of the GTC

- 2.1 Upon being instructed to do so by the Employer, the Institution shall disclose to the Employer, on the internet platform operated by it, the OTP SZÉP Card account numbers of its contracted Employees in order to facilitate the transfer of the SZÉP Card benefits to the accounts of the Employees.

3. The obligations of the Institution

- 3.1 Subject to the terms and conditions herein and effective from the date of the entry into force of its agreement with the Employer, the Institution shall provide the service defined in Section 2.1.
- 3.2 The Institution shall be entitled to employ subcontractors for the purpose of performing under the agreement. The Institution shall be liable for the subcontractors' activities as if it had performed the same itself.

4. Remuneration, costs

- 4.1 The Parties declare that the Institution shall not charge any fees to the Employer for the provision of this service as it is to the mutual advantage of the Parties.

5. The process of requesting and disclosing the account numbers

- 5.1 The Institution shall make it possible for the Employer to carry out the transactions specified in these GTC on the OTP SZÉP Card portal (www.otpportalok.hu, hereinafter: SZÉP Portal).
- 5.2 After concluding the agreement and recording it in its register, the Institution shall send the Employer its unique identifier to use on the SZÉP Portal and shall also send it a password in a separate email addressed to the designated contact person.
- 5.3 The Employer can submit to the Institution its orders for account numbers by completing the order file available for download from the SZÉP Portal and uploading it using the relevant platform available on the SZÉP Portal or by filling in the relevant fields on the purpose-built inquiry platform.
- 5.4 When placing its order, the Employer shall specify the personal data of Employees stated in Annex 1.
- 5.5 Once the order file has been uploaded to the SZÉP Portal, the Institution shall supply the account numbers to the Employer within 2 business days of uploading, which it shall do by adding the relevant account numbers to the uploaded order file.
- 5.6 The Employer shall adhere to the rules of the OTP SZÉP Card services in these GTC. The Employer shall be liable for all losses resulting from its failure to comply with the rules; the Institution excludes all liability for the same. During the term of the agreement, the Employer shall notify the Institution of any change in its contractual data (employer name, address, telephone number, e-mail address) by filling in the Change Report in Annex 2 within 1 business day of the change in its details. The Employer shall bear full liability for any losses and consequences arising from delays in, or failure of, such notification.

6. Customer service, complaint handling rules

- 6.1 Should the Employer encounter any problems with the contractual services or due to any other reasons, it may report these to the Institution's customer service by telephone or e-mail:

OTP SZÉP Card line:

Tel.: (1) 3666 222

Fax: (1) 3662 630

E-mail: info@otpszepkartya.hu

- 6.2 The Institution records all telephone calls conducted with its customer service operators and retains the recordings for a period of 5 years.
- 6.3 For further details on the service (additional telephone numbers, contact information, business hours, etc.) please consult the Institution's website at www.otpportalok.hu.

7. Data protection rules

- 7.1 The Employer acknowledges that the personal data of its contact persons, as provided in the agreement concluded with the Institution, shall be held by the Institution as independent data controller pursuant to the agreement and in accordance with the prevailing data protection laws and that they shall be used by it for direct communication for the purpose of performance under the agreement. The details of the contact persons stated in the agreement shall be held during the term of the agreement and thereafter for a period of 5 years pursuant to the Civil Code in order to enforce

any potential claims. The Employer undertakes to notify the above to the natural persons it designates as contact persons.

- 7.2 The Institution undertakes to store and keep the Employer's and its Employees' personal data acquired in the course of performance under the agreement in compliance with the relevant legislative provisions.
- 7.3 The Institution shall inform Employees of the transfer of account number data regulated in these GTC by stating the same in the Business Regulation applicable to its master agreement with the Employee.
- 7.4 In the Employee Data Processing Information Note the Institution shall provide the Employees with information on the processing of their personal data, including the data processing and data transfer hereunder.
- 7.5 There is no additional personal data processing associated with the performance of this agreement beyond the data processing necessary for the transfer of the three SZÉP Card account numbers of the Employees.
- 7.6 The Institution as independent Data Controller shall process the personal data of Employees for the performance of this agreement pursuant to its legitimate interest and based on an interest balancing test and it shall disclose such data to the Employer with the agreement serving as legal basis.
- 7.7 The Institution shall not transfer or disclose the data to any third party in any format whatsoever. Exceptions to this rule include disclosures pursuant to mandatory provisions of the law (e.g. fulfilment of official requests) as well as disclosures to joint Controllers and Processors involved in performance under the agreement: OTP Bank Nyrt. (1051 Budapest, Nádor utca 16., comp. reg. no.: 01-10-041585) and Finit-2 Informatikai Tanácsadó és Szolgáltató Kft. (registered seat: 1037 Budapest, Montevideo út 16., comp. reg. no.: 13-09-076373). The Institution reserves the right to replace joint Controllers and Processors, which it shall announce via the website www.otpportalok.hu as part of its GTC.
- 7.8 Performance of the activities laid down in these GTC shall involve the systematic transfer of personal data to the Institution and therefore the Institution shall act with the reasonable care expected from an institution or person performing such activities in the course of the management and processing of personal data in compliance with the law and in order to ensure proper data protection. The Institution (and all of its subcontractors and fulfilment partners) shall act in accordance with its effective Information Security Rules and the applicable legal provisions in the course of performing the services hereunder.

8. Effective date, modification, publishing, delivery assumptions

- 8.1 This GTC document enters into force on 1 January 2019 as an inseparable part of all Employer Agreements on services involving the OTP Széchenyi Leisure Card, as concluded pursuant to this GTC. Any and all previous declarations between the Parties, whether verbal or written, shall lapse upon the signing of the agreement and the legal relationship between the Parties shall be governed exclusively by the GTC and the relevant individual agreement.
- 8.2 The prevailing version of these GTC is published on the website www.otpportalok.hu.
- 8.3 The Institution is entitled to unilaterally modify these GTC. Such modifications shall be published on its website at least 15 days before their effective date. The Institution shall notify the Employer of any amendment to the GTC in writing (by email). Amendments to the GTC made necessary by amendments

to legislative provisions shall not qualify as unilateral modifications of the GTC; such provisions shall enter into force on the date the relevant amendment is published in the Hungarian Official Gazette (Magyar Közlöny).

- 8.4 If, in addition to e-mail, the Parties communicate with each other by registered or certified mail with return receipt during the term of their legal relationship, the delivery of such letters shall entail the following legal consequences: registered letters shall be regarded as delivered on the 5th business day after being posted. If the acceptance of a letter with return receipt is refused, the letter shall be deemed as delivered on the day of refusal; letters returned marked "unclaimed" shall be deemed as delivered on the 10th business day after the first attempted delivery; letters returned and marked "incomplete address" or "addressee moved out" as a result of the addressee supplying incorrect data shall be regarded as delivered on the 10th business day following the first attempted delivery. Notifications by e-mail shall be regarded as delivered on the 5th calendar day after sending.

9. Governing law

- 9.1 Matters not regulated expressly herein shall be governed by Act V of 2013 on the Civil Code, the Decree and other applicable legislation.

10. Dispute resolution

- 10.1 The Parties shall attempt to resolve disputes by negotiation in good faith. If such negotiations fail to resolve the dispute within 30 days, the Parties may go to court. The Parties stipulate the exclusive jurisdiction of the Buda Central District Court over legal disputes, whereas in cases in regional court competence, the court defined in the pertaining legislation as competent shall proceed.

Annexes

This GTC incorporates 2 annexes, which form an integral part hereof:

Annex 1: The data content of requests to supply OTP Széchenyi Leisure Card account numbers

Annex 2: Change report

The Institution reserves the right to unilaterally modify these Annexes; such modification shall not be considered as an amendment to these GTC. The Institution shall post the prevailing versions of the Annexes on the website www.otpportalok.hu.

Budapest, 22 November 2018

OTP Pénztárszolgáltató Zrt.
Institution

Data content of OTP Széchenyi Leisure Card account number requests

Information to be provided when requesting an account number:

- Cardholder's surname
- Cardholder's first name
- Tax identification code
- Date of birth

**Change report
For Employers**

Company name:

Company's tax number:

Modified company details:

Old company detail(s):

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New (changed) company detail(s)*:

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* If the change concerns data included in the company register, please enclose with the change report the latest company register extract evidencing the modification in your company data.

I/we declare under penalty of perjury that the Employer's data provided to the Institution and any changes reported during the term of the agreement are true and correct.

Date:

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Signature(s) of authorized signatory (signatories)