

REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

KDB BANK EURÓPA ZRT.

**General terms and Conditions of data management, joint data processors and
outsourcing**

Effective from: 25 May, 2018

These provisions (hereinafter: „**GTC**”) applicable to those legal relationships of entities which has business relationships with a KDB Bank Európa Zrt. (seat: 1054 Budapest, Bajcsy-Zsilinszky u. 42-46.; hereinafter: „**Bank**”) in which any kind of data management happens.

This GTC contains the contractual provisions based upon the provision of the law and on the consensus of the Parties, furthermore the consensual provisions applicable to outsourcing based upon Act CXII of 2011. (hereinafter: „**Info tv.**”), Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter: „**GDPR**”) and Act CCXXXVII of 2013. (hereinafter: „**Hpt.**”).

This GTC is applicable in each cases, when the contracting party (i) carries out any data controller or data processor activity related to the Bank; (ii) is joint data controller together with the Bank or (iii) carries out outsourced activities for the Bank based on the agreement concluded by and between the Bank and the service provider based upon the provisions of the Hpt.

The Parties agree that the provisions of this document shall be read and used based primarily on the provisions of the agreement (hereinafter: „**Service Agreement**”) concluded by and between the Bank and the Service provider (hereinafter: „**Mandatee**”).

Should the Service Agreement concluded by and between the Bank and the Mandatee contains provisions on data management or outsourcing, those provisions shall only be applicable if they are not contrary to the provisions of this GTC.

I. Common rules applicable to any kind of data management

The provisions of this Point I are applicable to any kind of data management, which shall be used unless the provisions of Point II and Point III of this GTC otherwise require.

I.1 Complying all necessary requirements

The Mandatee warrants that during the period of application of the Service Contract continuously meets the personal, physical and security requirements – proportionally with the risks – which are determined by the – to the Bank – applicable legal norms at any time require.

I.2 Quality of fulfillment

I.2.1 The Mandatee is responsible for the fulfillment of its activity in an adequate standard, especially fulfilling the data protection and data security provisions. The Mandatee is obliged to fulfil its tasks by complying the provisions of the Service Contract, its annexes, applicable law at any time, quality standards, professional or quality expectations in highest standard quality.

I.2.2 The Mandatee shall use all expected methods complying the newest technics applicable in the IT and which can be expected from the Mandatee in order to avoid any loss, injury or inconsistency. By omitting this, the Mandatee has unlimited civil law responsibility.

I.3 Rules of data management, data processing, rules of data protection

I.3.1 The Parties are obliged to ensure the security of the data and furthermore obliged to elaborate those technical and organizational measures and processual rules which are necessary for the achievement of the law mentioned above and other data protection and secrecy protection rules.

Data management (processing) shall mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means.

Data process shall mean carrying out technical tasks related to data management, regardless to method or means applied to fulfillment thereof and place of application, provided that the technical task is carried out on data.

During data processing the Mandatee or its subcontractor is obliged to bear in mind that any data shall be managed only based on legal regulation, legal basis determined in the law or upon consent of the related person.

I.3.2 Mandatee hereby warrants for fulfilling its obligations existing upon this GTC and the Service Contract that it achieved such technical, organizational measures which comply with GDPR and ensure the secure data management. Within this the Mandatee is obliged to prove that its activity complies ISO 27000, ISO 31000 and ISO 29134 standards in each aspect. The Mandatee warrants that during the existence of the Service Contract it will comply to these standards entirely. Should Mandatee fail to comply these standards at any time, it shall inform the Bank in writing without any delay and is obliged to inform the Bank about those measures and contingency plan with which Mandatee ensure compliance with legal provisions. Should Mandatee not comply with these standards – regardless to the achieved measures – the Bank is entitled to terminate the Service Agreement.

I.3.3 The Mandatee is entitled to process data in order to fulfil its task existing upon the Service Agreement, based upon legal authorization in line with the following limitations:

- (i) Can store, organise the data given by the client of the Bank, received upon the Service Agreement, furthermore can use them for the fulfilments of its tasks determined in the Service Agreement. Is obliged to organise the data processing in a way which prevent any further usage thereof. Data processing can happen either manually or on PC, but in each processing method the entire control of data processing, data control and their regulations and their application.
- (ii) Is not entitled to change, use for any other reason deriving from the purpose of the mandate, forward, disclose, combine or align with other data, freeze, erase or delete or copy with any technical means or multiplication thereof without the written, determined consent of the client based upon adequate information.
- (iii) The Mandatee is obliged to cease the data processing if the client of the Bank or the Bank itself instructs the Mandatee so or the Service Agreement – upon which it is entitled for data processing – terminates. After the termination of the Service Agreement the Mandatee is obliged to hand over the data to the Mandator which can be found at it or in line with the Mandator's instruction to destroy them.
- (iv) A minutes shall be prepared about each destruction of personal data. One original of this minutes shall be handed over to the Bank without any delay.

I.3.4 The Mandatee acknowledges that banking secrecy can only be disclosed to third party if

a) the client of the Bank or its legal representative gives written authorization in which the data circle which can be disclosed is determined in an exact way and such authorization is in public document or private document with full probative value,

b) law gives exemption from keeping bankin secrecy.

I.3.5 The Mandatee is entitled and obliged to manage the data only upon the written sintructions of the Bank – including their tranfer (especially out side the EU).

I.4 Registries kept in connection with the data control or process

I.4.1 The Mandatee is obliged to register the data control or process in an adequate manner. Within this the Mandatee is obliged to keep a registre about each data controlling or data processing activities achieved on behalf of the Bank. This registry shall include especially the followings: (i) types of the related data, (ii) categories of the related data (iii) portpose of data management, (iv) duration of data management.

From this registry the managed data, any action (or its try) with the data, steh legal basis of the data management clearly hall be identified. This registry shall be kept in a way that it should not be modified post action and any posteriory action or its try shall be identified from the registry itself.

I.4.2 The Mandatee is obliged to hand over one original of the performed data protection impact assessment fulfilled related to any data management tha shall be deemed as high risk according to GDPR. The Mandatee is obliged to act in line with GDPR provisions relating to the result of tis data protection impact assessment. The Mandatee undertakes that in case in light of the impact assessment such a risk comes into the light, relating which the involvement of the data protection office is necessary, so the measures indicated as necessary to the management of the risks in the document issued by the data protection office will be achieved without any delay. The Parties agree that the Mandatee shall bear the costs thereof.

The Parties agree that in case the Mandatee fails to achieve the necessary steps or these steps are not achieved entirely or without any delay the Bank is entitled to terminated the Service Agreement without any delay and in which case the Mandatee has full civil law liability.

I.5. Employment of third parties

I.5.1 The Mandatee is not entitled to employ and third party data processor or subcontractor (or any other third party) without the prior written approval of the Bank.

I.5.2 Should the Bank give its written consent to the employment of such a third party, the Mandatee is obliged to inform the Bank in a written way in each case when there is any change in the agreed third party. The Bank is entitled to raise objection against such change which shall be deemed as denying giving the consent.

I.5.3 In case of employment of any subcontrcator the Mandatee is obliged to ensure that such a subcontractor uses the same data controller and data processing criteria in which the Mandatee is agreed with the Bank (together with this GTC and the Service Agreement). Within this, the Mandatee is obliged to hand over one original of the contract concluded by and between the Mandatee and the third party subcontractor. Should the lawful criteria are not

fulfilled at any subcontractor (third party) upon the opinion of the Bank, the Bank is entitled to reject employing of the given subcontractor (third party), in which case the Mandatee is obliged to terminate its legal relationship with the subcontractor (third party) without any delay or is not entitled to hand over, forward and make accessible any personal data to the subcontractor.

I.5.4 The Mandatee is responsible for the behaviour of subcontractor (third parties). The subcontractor is not entitled to employ further subcontractors or third parties.

I.6 Obligation for cooperation

I.6.1 The Parties undertake to inform each other without any delay if any resolution has passed by any data protection office relating to any data processing falling under the Service Agreement and to in order to fulfill the lawful data management they fulfill the prescribed measures as a matter of urgency (but latest until the deadline set forth in the resolution) – or if it is (based on its best knowledge) lawful at the other Party, the other Party checks it as a matter of urgency. The other Party is obliged to inform the related Party in writing about the check or taken measures without any delay but latest until the end of the deadline set forth in the resolution – if they realise that no measures shall be taken at the other Party, the other Party is obliged to inform the related Party about the fact of checking or about the fact that no measures are necessary and the reason of such declaration shall also be disclosed.

I.6.2 The Parties are obliged to promote the other Party's activity without limitation in time in every aspect which affects the data management based upon the Service Agreement. This obligation includes also e.g. any intervention into litigation or other process or promotion of the other Party with documents or witnesses. This provision shall be valid – and applicable within the Parties - without limitation of time even after the termination of the Service Agreement.

I.6.3 The Mandatee shall cooperate with the Bank in the fulfilment of the tasks of the Bank as data processor.

Within the scope of this obligation the Bank is obliged to forward any submitted document received from the related person without any delay – in the necessary depth. The Mandatee is obliged to cooperate entirely in the investigation of such a request and responding thereof and to give the response to the Bank within the deadline set forth by the Bank by sending the request – or without any deadline within 5 (five) working days after receipt of such a request.

The Mandatee is obliged to give a detailed and answer to the entire list of topics, questions etc. which can be found in the document received from the related person and related to any data management, data processing, and deletion etc. activities of the Mandatee. If it is necessary the Mandatee shall send the underlying verifications to the Bank in a copy (especially any consent for data management, documents related to deletion etc.).

The Mandatee shall fulfil its obligations in a way which is suitable to support the Bank to fulfil its obligations set forth by the law within the deadline and in an adequate quality. In case of any omission thereof the Mandatee shall bear full civil law responsibility.

I.6.4 The Mandatee is obliged to inform the Bank without any delay if any request or document is received by itself in connection with the data managed by itself and shall hand it over to the Bank without any delay. The Mandatee is obliged to send to the Bank its opinion

and the underlying verifications to the Bank within 5 (five) days after receipt of such a request or document. In every other aspect the provisions of Point I.6.7 shall be applicable.

I.6.5 The Mandatee is obliged to inform the Bank in each case when it realised any breach of the lawful management of personal data. Such a breach of law shall be reported by the Mandatee within 2 (two) days after recognition thereof. In this case the Mandatee is obliged to indicate to the Bank (i) data (categories thereof) affected by the breach and the approximate number thereof, (ii) persons (categories thereof) affected by the breach and approximate number thereof, (iii) date and time when the breach was recognised, (iv) starting time and end time of investigating thereof and the result of the investigation, (v) possible consequences arising from the incident and (vi) measure taken for ceasing the breach (including the steps aiming to ease the negative consequences arising from the incident). Furthermore, the following shall be handed over to the Bank: written risk assessment prepared in connection with the incident, in which the execution status of the adequate technological and organizational measures shall be detailed.

Should the mandatee not be able to fulfil its obligation set for in this point, then simultaneously with fulfilling its obligations it shall hand over to the Bank an original version of a duly signed declaration about the verification of the reasons of the delay. Should the relevant authority do not accept as reasons for exemption, the Mandatee shall bear full civil law responsibility. Should the Mandatee fail to indicate the above mentioned simultaneously than the above mentioned shall be disclosed to the Bank without any delay (even in more parts).

The Mandatee is obliged to keep the registries required by the law and is obliged to disclose them upon any request from the Bank.

I.6.6 The Parties warrant that they have business continuity plans and within this data protection and data management provisions relating to extraordinary status, furthermore, that they can ensure the lawful data management even in these cases.

I.6.7 The Parties agree that in case of any incident which happened based on any reason emerged on the Mandatee's side, any costs emerged due to the fulfilment prescribed to the Bank shall be paid by the Mandatee upon the request of the Bank.

I.6.8 Any communication between the Parties shall be done as determined in the Service Agreement – with the difference that the data protection officer of the Bank is entitled to send its communication directly to the contact details as set forth in the Service Agreement and the other Party is entitled to send its communication to the Bank's data protection officer directly.

I.7 Delay in fulfilment

I.7.1 If it is known by the Mandatee or do assume from any reason that it is not capable to fulfil the content of the Service Agreement in time or within the deadline, it is obliged to inform the Bank in a written way about the possible delay, its duration and reason without any delay. This notification does not release the Mandatee from its liability of delay (and its consequences).

In case of delay in fulfillment the Mandatee is obliged to reimburse any damage and additional cost of the Bank which emerged in connection with the delay and are verifiable.

I.7.2 Default penalty for delay: The Mandatee is obliged to meet the deadline set forth in the Service Agreement or by the Parties. The amount is the default penalty for delay is 5 % (five

percent) of the gross invoice issued for the given month – applicable for each month of the delay. (In lack of monthly fee 10 % - ten percent – of the invoice issued in connection with the given task). Should the Mandatee not issue an invoice based upon the given Service Agreement, the amount of the default penalty for delay is gross HUF 5,000 (five thousand HUF) event by event.

The Mandatee is obliged to pay default penalty until the service is rendered in line with the Service Agreement. Should the delay not be imputable to the Mandatee, the Bank is obliged to pay the proportional part of the possible fee determined by the Parties to the works carried out by the Mandatee.

I.8 Defective performance

I.8.1 Should the rendered service or any part of it does not comply to the criteria set forth in the Service Agreement than the Mandatee is obliged to correct the entire defective performance at its own cost or provide a faultless performance within the deadline set forth the Bank. From these solutions the Bank is entitled to choose.

I.8.2 Default penalty for the defective performance: If the Mandatee does not render its service according to the Service Agreement the Bank is entitled to require default penalty for defective performance. Its quantity equals 5 % (five percent) of the gross monthly mandate fee on daily basis until the deflection is duly cured. (In lack of monthly fee 10 % - ten percent – of the invoice issued in connection with the given task). Should the Mandatee not issue an invoice based upon the given Service Agreement, the amount of the default penalty for delay is gross HUF 5,000 (five thousand HUF) event by event.

The Mandatee is also obliged to cure the deflection besides the default penalty for defective performance is paid.

I.9 Provisions on enforcing the default penalty

I.9.1 Besides the default penalty is paid the – apart from the default penalty to be paid for the non performance – the Mandatee is obliged to perform its obligations determined in the contract. The Bank hereby declares that it requires default penalty only upon one legal title for one breach (case by case).

I.9.2 The Bank sends notice letter to the Mandatee on claiming the default penalty. The Mandatee is obliged to issue a declaration on acknowledgement of the default penalty.

I.9.3 The Mandatee is not obliged to pay default penalty for such a delay for which it is not liable – especially for those delay which results from the fact that (on a verifiable way) the Bank did not fulfill or only with delay its obligations having importance regarding the performance of the Mandatee or if it was caused by a reason falling beyond the Mandatee's control (and which could not be avoided) especially by vis maior. The Mandatee is obliged to inform the Bank about this reason without any delay via phone (and reinforced in a written form). The defaulting Party shall bear all costs arising from omitting the notification.

I.10 Control

I.10.1 The Mandatee acknowledges that the Bank is entitled to check at any time whether the activity of the Mandatee complies the legal requirements, provisions of Service Agreement, furthermore, whether the Mandatee fulfils its obligation with the proper duty and care.

Should the Bank realise that the Mandatee's activity breached the law, the Service Agreement it shall give a written notice to the Mandatee warning it to carry out its activity in line with the legal provisions and the Service Agreement. Should the Mandatee carry out its activity – despite the warning – in a way which still breached the law or repeatedly or seriously breaches the agreement the Bank is entitled and obliged to terminate the Service Agreement without any delay.

The Mandatee gives its consent that the internal auditor, data protection officer, and person promoting the activity of the data protection officer, external auditor of the Bank shall check the Mandatee's activity on the spot or offsite.

I.10.2 The Parties are obliged to provide all data, document, information entirely to the person carrying out the checking regardless the type of the check. The costs of any check initiated by the Bank shall be borne by the Bank.

I.10.3 The Mandatee is obliged to inform the Bank – within the scope of the check – when there is any change in its organization, processes, internal controls or in the applied IT solutions from the aspect of data control, data processing. Within this obligation the Mandatee is obliged to declare in a written form whether it complies with the applicable legal regulations after the modification. If the preparation of any data protection impact assessment is necessary the Mandatee is obliged to hand over one copy thereof to the Bank. If based upon the data protection impact assessment the data protection office application is necessary the Mandatee is obliged to hand over to the Bank in copy any document which was received in connection with the data protection impact assessment and to declare about the performance which is in this document (i) simultaneously with the handing over and (ii) after their achievement. In this point (ii) the Mandatee is obliged to hand over to the Bank one copy of the updated data protection impact assessment.

I.10.4 During the checking the Mandatee has the obligation to prove that its data management at any time based on the Service Agreement is complying the applicable law. Should the Mandatee not be able to verify it at all or not in an adequate manner the Mandatee shall bear full civil law liability – including especially when the relevant office or court does not accept the verification given by the Mandatee.

I.10.5 In case the Mandatee has valid Service Agreement at the time when this GTC enters into force, the Mandatee is obliged within 10 (ten) days after the modification date of the Service Agreement to attach a document to the Service Agreement which contains the organizational and technical measures which were achieved or (possibly until the GDPR will be applied) will be achieved for complying the legal provisions (in this latter case indicating the deadline for the achievement of measures). Any Services Agreement concluded after the effectivity date of this GTC, the Mandatee is obliged to perform the content of this paragraph by execution of the Service Agreement – should this document be not available when the Service Agreement enters into force the Bank is entitled to deem this as serious breach. Within these measures the Mandatee is obliged to indicate with outlined emphasis and details the measure achieved regarding the anonymisation of personal data, and right to erasure.

I.11 Rules of liability

I.11.1 The Parties agree that if the Bank terminates the Service Agreement based upon the findings of any checking, the Mandatee shall bear all the liability for its illegal activity.

I.11.2 The Parties acknowledges that the Bank shall be liable for any damages caused to third parties by the Mandatee's activity.

I.11.3 The Parties agree that within their legal relationship the ratio imputation shall govern.

I.11.4 The Mandatee is obliged to act in line with the instructions of the Bank. The Mandatee is obliged to inform the Bank without any delay if any of the instructions is contrary to the legal regulations.

The Mandatee acknowledges that in case the Mandatee determines the purpose of the data management or its means – without following the instructions of the Bank – than the Mandatee shall be deemed as data controller in this aspect, for which activity the Mandatee in its own fully responsible.

I.11.5 The Parties agree that from the Bank side those persons are entitled to give instructions regarding the Service Contract who are indicated in the Service Agreement to do so (points of contact). These persons are entitled to instruct in business topics. The Mandatee acknowledges that the Data Protection Officer of the Bank is entitled to give instructions in data protection aspects (topics and activity) of the Service Agreement.

I.11.6. The Parties agree that the Bank shall bear the duly verified auxiliary costs of the instructions given by the data protection officer which are based on these instructions and emerged in connection with the not legal data process or its checking.

I.12 Provisions on banking secrecy and business secrecy

I.12.1 The Parties are obliged to manage any data of the clients of the Bank, which shall be deemed as personal data or banking secrecy – which were disclosed to the Mandatee during its performance in any method and quantity – in line with the provisions of Info tv., GDPR, Hpt. and keep the banking secrecy without limitation of time. The related persons, business companies and the Mandatee are obliged to reinforce this obligation by signing the confidentiality declaration to be attached to the Service Agreement.

I.12.2 Should the Mandatee or its subcontractor (third party acting on the Mandatee's side) is in contact with more bank at the same time, it is obliged to manage the facts, data, information known by it separately – by satisfying the data protection regulations.

I.13. Confidentiality

By signing the Service Agreement the Mandatee undertook to keep any personal data, obtained during the existence or in connection with the Service Agreement, confidential – similar as business and banking secrecy in Point I.12 of this GTC.

Within the confidentiality the Mandatee undertakes that it has a data security in an adequate level during the existence of the Service Agreement in connection with all data obtained regarding the Service Agreement. Within this – besides Point I.12 of this GTC – the Mandatee warrants that it deletes the personal data in the cases required by the law and forwards the minutes recorded on these deletion to the Bank without any delay. Should the Mandatee not delete the personal data according to the provisions of the Service Agreement, it is obliged to give back to the Bank in those cases in which according to the law these should be deleted

and is obliged to declare in a duly undersigned written form that no personal data has been remained in the possession of the Mandatee.

II. Provisions of joint data processing

The Parties state that in case of joint data processing the following provisions shall be applied besides the provisions set forth in Point I. of this GTC. Should there be any contradiction between Points I. and II., provisions of Point II. shall prevail.

II.1. Joint data processing

II.1.1 In case of joint data processing the Parties agree that they separately obliged to fulfill any requests, documents received from the related persons about exercising of data subject rights as it is required by the law and to fulfil their obligations relating to incidents.

In case of joint data processing by any request or submissions at any of the Parties, the receiving Party is obliged to inform the other Party without any delay. Both Parties are obliged to send the data set forth in Sections 13 and 14 of GDPR to the related person within the deadline determined in the law. Simultaneously with sending the response, the other Party shall be informed about this. Both Parties are obliged to indicate in the response letter to be sent to the related person the fact of joint data processing.

Each Party is responsible for its own data management. The Parties undertake that in cases falling under this Point II.1, they will assist fully to the other Party in each topic – without any limitation in time any limitation in general – if anybody would raise any question or request to the other Party. Each Party is responsible for its won data management.

II.2 Should any Party receive any request from the related person in connection with the joint data processing but only relating the data managed by this Party, the Parties are obliged to inform each other in a written form without any delay about the fact of these incidents, requests and the result of their investigation.

In these cases, when any request or document is submitted to any of the Parties the given Party is entitled to request the cooperation of the other Party. In this case, the Party which requests the cooperation is obliged to forward the document, request to the other data processing Party without any delay, if it is also related to the data processing of the other Party. The Party, whichh as received this request, is obliged to deal with this request without any delay after the receipt thereof and send its responses related to its own data management in a written form to the Party requesting the cooperation within 10 days after receipt of the document.

The Party requesting the cooperation is obliged to check the response within 5 days after receipt thereof and to decide whether further aligment is necessary or not. Should further aligment is necessary, then the Party requesting the cooperation is obliged to notice this to the other Party without any delay. In such a case the Parties shall keep a meeting (or conf call) within 5 days to aligne the point of views. Each Party is obliged to discuss the still open topics in-house until the date of this aligment and to participate on this meeting and to represent its point of view and shall be able to reach an agreement on the response. The Parties are obliged to reach an agreement on the response to be sent.

Should be an agreement not reached on this meeting, than that Party is obliged and entitled to sent the final version to the related person which has received the given request.

In this case the sending Party is liable for the sent response, but the responsibility of the Parties in the internal relationship and their internal relationship is governed by Sections 6:535-6:537 of the Civil Code with the deviation that the Parties deem the lapse period is the general lapse period.

The Parties undertake that in the cases falling under this Point II.2 the Parties shall give any assistance to the other Party without any limitation in time and general limitation if anybody should submit any request or document in connection with the data falling under the joint data processing.

II.3 In case of joint data processing both Parties are obliged to check the lawfulness of the data process of the other Party or upon the request of the other Party is obliged to verify this with document verification issued by independent certificate issuing body. Both Parties warrant that the data processing in every moment complies with the applicable legal provisions.

III. Data management achieved during outsourcing activity

The Parties state in case of any data management carried out during outsourced activities the following provisions shall be applied – besides the provisions of Point I. of this GTC (and if applicable provisions of Point II. of this GTC). Should there be any contradiction between the provisions of Point I., II. and III. of this GTC, the provisions of Point III. shall prevail.

III.1 The Parties qualify the activity carrying out upon the Service Agreement as outsourcing and shall determined the provisions of the outsourcings as follows.

III.2 The tasks determined in the Service Agreement are outsourced to the Mandatee.

III.3 Provisions of prohibition of insider trading

By signature of the Service Agreement the Mandatee undertakes not to use any information – including also any internal or insider information about the Bank or its client (Hpt. 146. § (1) bek.; Tpt. 199. §) - obtained by it to any other purpose, not to hand over, not to disclose to unauthorized persons and not to use for the purpose of obtaining any direct or indirect advantage to itself or to any other party or cause any disadvantage to the Bank or other person and not to give any mandate or instruction to third party doing so.

III.4 Right of the Supervisory Authority and notification thereof

III.4.1 Should the Bank terminate the Service Agreement upon the reason that any legal provision or any provision of the Service Agreement was breached, the Bank is obliged to inform the Supervising Authority (Hungarian National Bank).

III.4.2 The Mandatee gives its consent that the Supervisory Authority shall also check the outsourced activity on the sport or offsite. The Supervisory Authority shall check the outsourced activities with the same methods and means as the Bank do. The Supervisory

Authority might prohibit the outsourcing based upon the Bank's notice or its finding in the on the spot investigation.

In case of any type of Supervisory Authority investigation the Parties are obliged to provide the person carrying out the investigation any data, document, information fully in connection with the outsourced activity.

III.5 Liability

The Parties agree that in case the Supervisory Authority would prohibit the outsourcing based upon any of its finding during the investigation, the Mandatee shall bear the full consequences of its illegal activity. The Parties agree that the Bank is not obliged to initiate any legal steps (remedy – if there is any legal remedy possibility) against the prohibiting resolution of the Supervisory Authority.

III.6 Conflict of interest

The Parties declare that any of the managing persons of the Bank or the close relatives thereof do not have any ownership in the entity providing the outsourced activities. The Parties declare that any of the managing persons of the Bank or the close relatives thereof do not have any employment, mandate legal relationship with the entity providing the outsourced activity.

III.7 Banking secrecy

The Parties state that the obligation as keeping the banking secrecy or business secrets based upon the provisions of Hpt does not exist against the entity providing outsourced activities in the extent which is necessary for providing the outsourced activity.

IV. Miscellaneous

The Parties agree that the Bank is entitled to modify this GTC unilaterally if there is any modification in the data processing activities, data control or outsourcing law or judicial or authorities' opinions were modified.