

Provisions of the Data Processing Agreement

1. The Parties hereby agree that the processing of personal data by the Partner shall be essential as regards the subject of the Contract; accordingly, within the framework of this legal relationship, the MTVA shall act as data controller (for the purposes of the Contract, hereinafter referred to as: “*Data Controller*”), and the Partner shall act as Data Processor (hereinafter referred to as: “*Data Processor*”). The Data Processor, for the purpose of exercising its rights and perform its obligations under the Contract, shall process for the duration of the Contract, in particular, but not limited to, the personal data of the Data Controller’s employees and/or persons working for the Data Controller within the framework of any other kind of work relationship, and also that of the Data Controller’s contractual partners and the employees, contact persons of such partners, and also, in certain cases, that of other third parties (for the purposes of this Clause, hereinafter jointly: data subjects), for the duration and to the extent necessary for the performance of the Contract and for compliance with legislation applicable to the Data Processor.
2. The purpose of data processing as outlined in the Contract shall be the performance of the Contract between the Parties and of any other tasks prescribed by MTVA within the framework of the Contract, and also the performance of mandatory data processing obligations prescribed by current Hungarian and European legislation, completed on the legal basis of Clauses (b), (c) and (f) of Paragraph (1) of Article 6 of the Regulation.
3. The Parties hereby declare that the personal data required for performance within the framework of the Contract (for the purposes of this Clause, hereinafter jointly: personal data) shall be provided to the Data Processor by the Data Controller, with the condition that the Data Processor shall be entitled to collect such data directly from the data subjects where the processing of personal data not available to the Data Processor becomes necessary; by signing this Contract, the Data Controller gives its assent. The Data Controller shall undertake to forward to the Data Processor, via standard, secure electronic or paper-based communication, any and all personal data provided by or collected from data subjects based on their voluntary consent or based on any other legal basis specified by Article 6 of the Regulation in order to ensure that the Data Processor is able to provide the Service in accordance with the provisions of this Contract.

Cooperation, the rights and obligations of the Parties

4. The Data Processor hereby declares that its practices for the processing of personal data comply with the legal requirements outlined in the binding legislation of the European Union (for the purposes of these data processing provisions, hereinafter jointly referred to as: legislation), and that it shall provide for the appropriate level of security of data subjects and their respective rights via appropriate technical and organizational measures, implemented with regard to the current state of scientific and technological development and the cost of implementation, the nature, scope, conditions and purpose of data processing, and also potential risk to the rights and freedoms of natural persons. The Data Processor undertakes to provide guarantees certifying compliance with such requirements during the term of the Contract.

5. With regard to Paragraph (2) of Article 28 of the Regulation, the Data Processor shall only be entitled to subcontract another data processor for the processing of the personal data with (general or case-by-case) prior, written authorization from the Data Controller.

In view of the foregoing, the Data Controller shall, by signing this Contract, give its specific and general authorization to the Data Processor to subcontract other data processors for the performance of the services, where doing so becomes necessary for the effective and efficient performance of the services. However, with regard to the authorization provided under this Paragraph, the Data Processor shall be obligated to inform the Data Controller of any circumstances and changes which may necessitate the employment of additional data processors or the replacement of existing data processors. The Data Controller shall be entitled to object to the employment of an additional data processor by the Data Processor if, in its view, the data processor in question is unable to sufficiently guarantee fulfillment of the data processing requirements prescribed by the Regulation or concerning the protection of the rights of data subjects. The Data Processor shall only be entitled to subcontract such additional data processor if the conditions outlined in the objection are met.

6. The Data Processor shall be liable for ensuring that any additional data processor it may employ performs its obligations in accordance with the requirements of the Regulation. The Data Processor shall be answerable for any and all damages resulting from the employment of additional data processors.
7. The Data Processor hereby declares that the persons authorized, employed, subcontracted for or otherwise contributing to the processing of personal data have committed themselves to confidentiality, or are subject to sufficient confidentiality obligations based on relevant legislation.
8. The Data Processor shall undertake to process personal data only in accordance with the written instructions of the Data Controller (including the transmission of personal data to third countries outside the EEA or to international organizations), except where specific data processing is required by relevant legislation – in such cases, the Data Processor shall notify the Data Controller of the legal requirement before such data processing has started, except where such notification is prohibited by relevant legislation for reasons of public interest.
9. The Data Processor hereby declares that it is familiar with the internal regulations of the Data Controller – particularly MTVA’s Privacy Policy and Incident Management Policy –, and that it agrees to be bound by and to apply the provisions of such regulations with regard to data processing performed based on this Contract.
10. The Data Processor shall not be entitled to make any material decision with regard to the data processing or to perform data processing for its own purposes, and shall process any and all acquired data only as instructed by the Data Controller and store and keep data as instructed by the Data Controller and as required by relevant legislation. The Data Processor undertakes not to perform any data processing operation until receiving express written or oral instructions from the Data Controller, except where such operations are otherwise required by legislation.
11. The Data Processor shall be obligated to provide to the Data Controller, without undue delay, any and all relevant information and necessary notification concerning data processing, and to take all other necessary steps to assist it in the performance of its obligations as data controller under relevant legislation (including: obligations concerning data security, data protection impact assessments and preliminary

consultations); the Data Processor undertakes, in particular, to implement appropriate technical and organizational measures to ensure that the Data Controller will be able to respond to petitions from data subjects concerning the exercise of their rights, and to effectively implement measures necessitated by such petitions.

12. The Data Processor shall also undertake to make available to the Data Controller any and all paper-based or electronic records, documentation or other relevant information necessary for verifying that the data processing conducted by the Data Controller is lawful, and shall enable competent data protection authorities to perform any inspection, review concerning the data processing.
13. The Data Processor shall be obligated to immediately inform the Data Controller if it believes that an instruction it has provided is in breach of the Regulation or the provisions any other legislation.
14. Should a data subject enforce its rights under Articles 12-22 of the Regulation, and if the relevant petition concerns personal data processed by the Data Processor on basis of this Contract, the Data Controller shall be obligated to inform the Data Processor of the receipt and content of the petition as soon as possible, and to instruct the Data Processor to take appropriate measures or to provide the required information, or, where necessary, to review the petition, and to assist in providing appropriate information to the data subject.
15. If, on basis of a petition by the data subject, the correction, deletion of personal data or the limitation of processing becomes necessary, the Data Processor shall be obligated to implement, upon notification by the Data Controller and without undue delay, any necessary measures, and to notify the Data Controller of the measures implemented.
16. If a data subject submits a petition directly to the Data Processor, the Data Processor shall be obligated to notify the Data Controller as soon as possible – indicating the exact time and date on which the petition has been received –, forwarding the petition and providing any assistance necessary for its implementation, and also to notify the data subject of the transmission of the petition to the Data Controller and to instruct the data subject to submit any future petitions directly to the Data Controller. The Data Processor shall not be entitled to process petitions at its own discretion.
17. In case of any data breach concerning the personal data processed by the Data Processor, the Data Processor shall be obligated to promptly do everything within its power to reduce or eliminate the risk to the rights of data subjects, and/or to prevent any damages. The Data Processor shall also be obligated to notify the Data Controller of the data breach and its relevant circumstances as soon as possible, within 24 (twenty-four) hours at the latest after learning of the data breach, in order to ensure that the Data Controller can perform its notification obligations under Article 33 and its communication obligations under Article 34 of the Regulation.
18. As regards the measures necessary in order to eliminate any risk resulting from the data breach to the individual rights of data subjects, and to prevent the reoccurrence of such data breaches, the Parties shall consult one another via their usual methods, in person or with regard to the provisions on communication.
19. For the purposes of this Contract, data breach shall mean any violation of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorized communication of or unauthorized access to transmitted, stored or otherwise processed personal data.
20. The Parties shall be obligated to cooperate with regard to any official or judicial procedure concerning the personal data managed or processed on basis of this Contract – even by intervening in legal proceedings, if necessary.

21. If this Contract is terminated, the Data Processor shall be obligated – as decided by the Data Controller – to permanently and irrevocably delete all personal data, and any copies and duplicates of the personal data (including any personal data stored solely in electronic form), or to return such data, copies and duplicates to the Data Controller, except where the Data Processor is obliged to keep the relevant personal data for a specific duration on basis of current legislation. The Data Processor shall also be obligated to instruct – where applicable – any additional data processors it has employed to implement the measures outlined in this Clause. Should legislation prevent the completion of obligations under this Clause, the Data Processor shall be obligated to ensure the security and privacy of personal data, that such personal data is not processed any further, and shall not use, process or transfer such personal data for any purpose whatsoever. Upon request, the Data Processor shall be obligated to provide to the Data Controller evidence of its completion of the obligations outlined in this Clause. Termination of the Contract shall not impact the liability (obligation to indemnify) of the Data Processor with regard to data processing performed and obligations under the Contract completed during the term of the Contract.
22. The Data Processor shall be obligated to provide for the sufficient security of the personal data it processes and stores in a paper-based and/or electronic format. The Data Processor shall be obligated to prevent access to the data by unauthorized persons.
23. The Data Controller shall be entitled to inspect, at a pre-agreed time and date, performance of data processing activities under this Contract, particularly the methods used to store, process data subjects' personal data; in the course of the inspection, the Data Processor shall be obligated to provide to the Data Controller any information necessary for the verification of compliance.
24. Considering that the Data Processor shall perform its data processing activities outlined in this Annex within the framework of obligations under a contract concluded between the Parties, the Data Processor shall not be entitled to any additional remuneration or reimbursement of expenses other than the remuneration specified in said contract.

Liability

25. The Data Controller shall be liable for any damages arising from unlawful data processing, while the Data Processor shall be liable for damages arising from data processing if it fails to observe its obligations prescribed by relevant legislation specifically for data processors or arising under the provisions of this Contract, or if it fails to observe or violates the lawful instructions of the Data Controller.
26. Should both Parties be involved in the same data processing procedure, and have liability under Clause 26, their liability towards the data subject shall be universal.
27. Should either Party pay a penalty (tort) for damages suffered by the data subject, the given Party shall be entitled to claim reimbursement from the other Party involved in the data processing for a share of the penalty (tort) paid, equivalent to the liability of the Party with regard to the damages.