

DATA PROCESSING AGREEMENT

which may include services [...] (regards matter: [...] the matter [...] agreement and [...] representative [...] as Principal Controller referred to as Controller and [...] (regards matter: [...] the matter, agreement with representative [...] as Agent Controller referred to as Processor) that they will be following conditions:

1. History

1.1 Parties herein set down the rules of the data processing activity made by the Processor on behalf of the Controller within the scope of this agreement with regard to article 17(1) of the GDPR of 2016, as the right to self-determination concerning personal information and the freedom of information (hereinafter referred to as "Information Act"), and article 17 of Regulation (EU) 2016/679 of the European Parliament and Council (hereinafter referred to as "GDPR").

2. Subject of the agreement

2.1 By signing this agreement, pursuant to article 17(1) of Information Act and article 17 of article 17 of GDPR, Controller appoints Processor with the following tasks:
a) Controller gives access to the Processor in order to collect the personal data and other information of the Data Subjects named by the performance of its contractual obligations
b) taking the collection of personal data into account, according to point a) Parties give report to the data protection requirements from a Information Act and GDPR

3. Controller's rights and obligations

3.1 Controller is entitled to request the execution of such data mentioned in this agreement.
3.2 Controller get the data for necessary for the performance of the tasks defined in point 2.1. of the Processor's request.
3.3 Controller and Processor each appoint a contact person who coordinates all the questions in connection with the tasks described hereinafter.

6. Contact persons

The following persons are entitled to professional expertise and contact for the purposes of this agreement:

Table with 2 columns: Name of Controller, Name of Processor. Rows include contact information for both parties.

7. Confidentiality

7.1 The Data Controller or within the limits arising from the Agreement, Data Processor - is granted Article 17 paragraph 1 (point 1) of the GDPR - an obligation to take the technical and organizational measures and to establish the procedural rules necessary to enforce the data self-determination rules.
7.2 The parties are mutually liable for the information that constitutes the content and performance of the agreement when the agreement comes into force or after having become aware of them. Parties are not entitled to hand or share other confidential information in public except those necessary elements, such as information concerning the parties, the subject of the agreement or any other element, which are to be shared in public according to

3.4 Controller - within its controlling activities - is entitled to define other procedures for the Processor.
3.5 Controller is liable for the fulfillment of all its obligations - concerning processing personal data - given in the Processor in the scope of this agreement, however the Processor shall immediately inform the Controller if, in its opinion, an action is required to enforce the provisions.
3.6 In case the Data Subject is asking for information according to article 17 point a) and article 17 of GDPR from the Controller or the Processor about the processing of his or her personal data, information shall be provided by the Controller.
3.7 Taking into account the nature of the processing, Processor shall ensure the Controller to appropriate technical and organizational measures, such as this is possible, to the fulfillment of the controller's obligation to respond to requests for exercising the data subject's rights. Within this Agreement, Processor is obliged to forward all the requests made from the Data Subjects as 7 days from the notification to the Controller.
3.8 Controller shall inform the Data Subject 30 days after the deletion, from which Controller shall also notify the Processor.
3.9 Provided the Data Subject object any identification or restriction of personal data in connection of processing, Processor shall notify the Controller as 7 days from the deletion, where a Controller shall judge the request 30 days after the deletion, and ensure the Processor as 7 days to be consistent with its business considerations in relation of personal data in connection of processing.
3.10 In connection that the request for identification or restriction of personal data in connection of processing is rejected, Controller shall notify the Data Subject and the Processor's consideration of the decision as within 30 days from the delivery of the request.
3.11 The decision of rejecting the request for identification or restriction of personal data in connection of processing shall include the reasons and legal reasons of rejection, the possibility of lodging a complaint with a supervisory authority (hereinafter referred to as Information Act), and lodging a judicial remedy. Parties forward all the complaints and requests defined in this point to each as an electronic form.

4. Processor's rights and obligations, protection of database

4.1 Processor shall perform the tasks defined in point 2.1. according to the instructions and wishes of the Controller.
4.2 Processor shall - within reasonable - immediately notify the Controller if it recognizes that the Controller's activities is unlawful, unlawful or otherwise violate.
4.3 Any data, information that Processor takes action of during the performance of the agreement shall be developed for the Controller.

8. Data security

8.1 Parties declare that the requirements of this security cover the protection of personal data with technical and personal measures, as well as organizing with physical and information technology systems.
8.2 Parties declare that Controller and - acting on behalf of the Controller - Processor are operating compliant to the Information Act and GDPR, as well as the effective data protection regulations and practice during their data controlling and processing activities.
8.3 Parties declare that the storage of personal data shall always be a protected access with restricted access, also Controller and Processor take all the appropriate technical and organizational measures against the loss, use of different persons, corruption of confidential persons, sharing in public, modification and sharing of personal data.
8.4 Parties - among other things-
a) make sure that only those persons have access directly or through indirect access to the stored personal data who have permission to it, exclusively with the purpose of controlling personal data
b) ensure the necessary technical maintenance and updating of the used devices
c) ensure that the device storing personal data is placed in a locked chamber with appropriate physical protection
d) make sure not to connect directly the Data Subject with the personal data stored in different systems.

8.5 Processor is not entitled to make information to the public concerning the processing of personal data, or its processing activities or its own purposes. This also shall Processor forward, unless it shall be provided, stored and processed on the Controller's request.
8.6 Processor shall immediately notify the Controller, and ensure the fulfillment of the requirements concerning data protection described in article 17(1) of GDPR and point 4. of this agreement.
8.7 Processor is solely entitled to exercise the data processing activities defined in point 2.1. of this agreement.
8.8 Provided the Processor is obstructed by the circumstances in performing the agreement in line, Processor shall immediately, or in later than 7 days within, the Controller about the delay, its reasons and consequences.
8.9 Processor shall ensure the Controller all information necessary to demonstrate compliance with the obligations laid down in this agreement and also the self-determination rights, including requests, considered by the Controller in written notices submitted to the Controller.
8.10 Processor shall also ensure the preparation of personal data in accordance with the rules on data protection regulations (such as Information Act, GDPR), corresponding to their obligations from the agreement.
8.11 Processor shall ensure the appropriate protection of personal data provided by it as under and otherwise than Processor shall ensure the access of confidential persons to their personal data. Processor is always liable for the damage from the breach of this obligation. Processor is not entitled to transfer its right to use in third parties.
8.12 Processor shall - with regard to article 17 paragraph 1 of GDPR - immediately report another processor with prior specific or general written information of the Controller. These data protection obligations are applied to the other processor as the Processor in this agreement. It is confirmed that the other processor doesn't comply with these obligations. Processor is always liable for the performance of the other processor's tasks towards the Controller.
8.13 Processor - with regard to article 17 paragraph 1 point a) - shall delete all the personal data to the Controller after the end of the processing, and delete the working data whenever stored in its own data system.
8.14 The writing record shall be used by the Processor to the Controller 30 days after the termination of the processing.

5. Duration of the agreement

5.1 The parties will conclude this agreement from [...] (and the date of) [...]

9. Other provisions

9.1 Parties undertake that they cooperate for the performance of this agreement, solely with this one obliged to notify each other promptly in this writing, then after the start or any circumstances that can influence the performance of this agreement.
9.2 Processor undertakes that it shall cooperate with the Controller's requests, or persons appointed by the Controller during the performance of this agreement. Processor will not allow processing under the direction of the Controller or the Processor who has access to personal data that processor does according to the instructions of the Controller, except to do so for the different legal obligations to try to exercise their obligations.
9.3 This agreement is regulated by the Hungarian Act No. 11 of 2011 on Civil Code, Information Act and GDPR and applicable in those questions which is not included in this agreement.
9.4 Parties undertake that any dispute arising from this agreement will be discussed through negotiation/mediation.
9.5 Parties undertake that they will not, each other share any confidential information that can affect the performance of the agreement or the other Party's reputation interest. The Party who shares is liable, the other Party is liable for all the damage resulting there of.
9.6 The liability or responsibility of any form of this agreement shall not affect the remaining rules except the processing of personal data is stored, or the Parties consider it have concluded the agreement within their work or working that time, credit under the agreement remains in application.

This agreement was signed by the Parties in the unduplicated place and date having read and completely agreed as its content. This agreement consists of pages, 7 pages of them is signed that which 2 things to the Controller and 1 to the Processor.

Budapest, ... the ... month ... year

Controller Processor