

CONTRACT
on the issuance of K&H Széchenyi Recreation Cards

concluded by and between

K&H Csoportszolgáltató Központ Korlátolt Felelősségű Társaság (seat: 1095 Budapest, Lechner Ödön fasor 9, corporate registration number: Cg. 01-09-671000, hereinafter: **Company**), authorised representative: **K&H Bank Zrt.** (seat: 1095 Budapest, Lechner Ödön fasor 9, corporate registration number Cg. 01-10-041043, hereinafter: **K&H Bank**),

and

Name / company name: _____
Seat: _____
Mailing address: _____
(Corporate) registration number: _____
Tax number: _____
Company e-mail: _____

Contact person: _____
Name: _____
Phone: _____
Fax: _____
E-mail: _____

hereinafter: **Employer**,

collectively: the **Parties**, on the date and at the place specified hereunder, with the following terms and conditions:

Subject

1. The Company undertakes to issue Széchenyi Recreation Cards as main cards (hereinafter: **Main Card**) according to Government Decree 55/2011 (IV.12.) on the issuance and usage of Széchenyi Recreation Cards (hereinafter: the Government Decree), based on the Employer's request, for employees eligible for support by the Employer pursuant to 71. § (1) c) of Act CXVII of 1995 on personal income tax. An eligible employee who shall be the main card holder shall hereinafter be referred to as **Main Card Holder**.
2. The Employer may order, in addition to Main Cards, co-cards for eligible persons, as well as replacement main or co-cards in case a Main Card is lost, stolen or damaged. (The Employee and the person eligible for a co-card shall hereinafter be collectively referred to as **Card Holders**.) Co-cards and replacement cards shall be applied for, ordered and used with the same conditions as Main Cards; however, co-cards and replacement cards are subject to a fee. Main Card Holders are entitled to apply for co-cards and replacement cards directly in a branch of K&H Bank. Main Cards, co-cards and replacement cards shall hereinafter be collectively referred to as **K&H Széchenyi Recreation Cards** or **K&H SZÉP Cards**.

Applying for and issuing a K&H SZÉP Card

3. K&H SZÉP Cards can be applied for, issued and used through K&H's dedicated IT system which the Employer and Card Holders can access with a unique identifier and password provided by the Company. The system is accessible through the Internet portal **www.szepkartya.kh.hu**.
4. The Parties' rights shall be exercised and obligations shall be met with the content, in the manner and within the deadlines published on the Internet portal. The Employer declares to have read, acknowledged and accepted the attached "K&H SZÉP Card Service Information"

document (hereinafter: the **Information**), which is also available on the Internet portal, prior to signing this contract.

5. The Employer provides support to its Employees by ordering from the Company the issuance of the Main Card pursuant to the Government Decree, and if needed, the issuance of co-cards or replacement cards for the Card Holders specified by the Employer. The Employer shall also request the Company to have the support amount as electronic voucher registered.
6. The Employer shall first provide the Card Holders with the Information document, and shall then provide to the Company the Card Holders' data and written declaration as specified in an appendix hereto. By signing the declaration, Card Holders acknowledge the Information and accept that their data shall be transferred to K&H Bank for the sole purpose of operating the K&H SZÉP Card system, and only for the time required for that. K&H Bank shall handle the data for the sole purpose of issuing and using K&H Széchenyi Recreation Cards.
7. Once the conditions of ordering the electronic vouchers are met, the Employer shall transfer the support amount onto the Company's bank account no. 10404027-49535551-51521102.
8. If a co-card and/or replacement card is ordered through the Employer, the Employer shall transfer the fee payable for the co-card and/or replacement card onto the Company's bank account no. 10404027-49535551-51521102.
9. The Company shall make the ordered Main Card, and once the fee for the co-card or replacement card is credited, the ordered co-card or replacement card available to the Employer or the Card Holder in the manner specified in an Appendix 1 hereto, and shall mail an invoice about the fee of the co-card and/or replacement card to the Main Card Holder. The Company shall mail any Main Card that is linked to and has been manufactured simultaneously with a given co-card and/or replacement card, together with such co-card and/or replacement card.
10. The Employer shall be responsible for the legality of the support, including the requests for the issuance of a Main Card, co-card, replacement card. Furthermore, the Employer shall be responsible for the correctness of Card Holders' data transferred by the Employer, and for the legally compliant transfer of such data.
11. The Employer shall immediately inform the Company of any change in its data registered by the Company, including the transformation of the Employer company or its termination without legal successor.
12. A Card Holder may report changes in their personal data registered by the Company either directly to the Company or to the Employer. If the change in personal data is reported by the Card Holder to the Employer, the Employer shall immediately forward the information to the Company.
13. The Card Holders' data required to manufacture the Cards shall be provided by the Employer to the Company
 - a) **exclusively via electronic data transfer**; but the declaration corresponding to the type of the card requested (Appendix 2.e: Main Card declaration; Appendix 2.f: Co-card declaration) shall be mailed (on paper) to the Company.

The Company shall start card manufacturing once the above conditions are fully met.

14. Concerning both card application and data forwarding methods, the Employer agrees that the Company may perform the actions necessary for card manufacturing.

Remuneration

15. The Company shall charge remuneration for the K&H Széchenyi Recreation Card service based on the legal titles and the maximum fee levels defined in the Government Decree. VAT shall be payable on the fees.

16. The remuneration shall be governed by the current Government Decree and any other legal regulation that may replace it, and by the effective legal regulations on general sales tax (VAT). The Parties acknowledge that the Company is entitled to amend the remuneration if and when the governing legal regulations change.
17. The Company shall keep one electronic voucher registry and issue one Main Card for each Main Card Holder free of charge, even if the Main Card Holder receives support from several Employers.
18. The costs of manufacturing and mailing a co-card or replacement card shall be borne by the Main Card Holder and shall be paid via the Employer; if a co-card or replacement card is applied for in a K&H Bank branch, the card shall only be manufactured after the Main Card Holder has directly paid onto K&H Bank's account the effective fee defined in the Government Decree.

K&H Bank as the Company's authorised representative

19. The Employer acknowledges that the Company has concluded a contract with K&H Bank, in which K&H Bank undertook to act on behalf and to the benefit of the Company in the issuance and usage of K&H SZÉP Cards.
20. The Company has authorised K&H Bank to sign this contract (including, among others, any subsequent legal declaration aimed at amending, performing or terminating this contract or any other contractual legal declaration) instead and on behalf of the Company, and to act on behalf and to the benefit of the Company concerning the establishment, amendment, fulfilment or termination of this contractual relationship.
21. K&H Bank shall also act as the Company's contact person, and shall manage any complaints (within the Company's sphere of competence) about applying for, issuing or using K&H SZÉP Cards.

Communication

22. Any mail related to this contract and addressed to the Company shall be sent to K&H Bank's address. In addition, client service is provided via K&H Bank's TeleCenter:

Mailing address:	K&H Budapest 1851 (K&H SZÉP Kártya)
TeleCenter:	+36 (1/20/30/70) 335 3355

Duration and termination of the contract

23. This contract shall take effect when it is signed by both Parties, and shall remain in effect for an indefinite period of time.
24. The contract may be unilaterally terminated by either Party with 30 (thirty) days of notice, in writing (ordinary termination).
25. If either Party fails to meet its obligations stipulated herein, or fulfils them late or erroneously, or breaches the contract in any other manner, the injured Party shall call upon the other Party to fulfil its obligations within five banking days. If the other Party fails to perform duly within that time, the contract may be terminated with immediate effect in a written statement including the reasons for such termination (extraordinary termination).
26. The Company shall ensure that Main Cards, co-cards and replacement cards issued until the termination of this contract can be used by Card Holders until the end of the cards' validity.

Closing provisions

27. Issues not regulated herein shall be governed by the Government Decree and other effective legal regulations pertaining to Széchenyi Recreation Cards, as well as the rules published on the Internet portal www.szepkartya.kh.hu.

<u>Appendices:</u>	Appendix 1:	Employer's declaration
	Appendix 2.a:	Main card application form
	Appendix 2.b:	Co-card application form
	Appendix 2.c:	Replacement card application form
	Appendix 2.d:	Form for reporting data changes
	Appendix 2.e:	Main Card Holder's declaration
	Appendix 2.f:	Co-card Holder's declaration
	Appendix 3:	Information on the K&H Széchenyi Recreation Card service

The Parties have read and interpreted this contract, understood its legal consequences, fully agree with its contents, and as it is in full accordance with the facts and their contractual will, duly signed it as a sign of their approval.

Dated: _____ (place), _____ (month) _____ (day) _____ (year)

Employer's corporate signature

Name of Employer's representative (in block capitals)

Employer's log-in ID for the K&H SZÉP Card system Password for first log-in (to be filled in by K&H)
(to be filled in by K&H)

Dated: _____ (place), _____ (month) _____ (day) _____ (year)

Corporate signature of K&H Bank Zrt
representing and authorised by K&H Csoportszolgáltató Központ Kft.

Seller's code:

Appendix 1:

Employer's declaration

EMPLOYER'S DECLARATION

Method of Main Card delivery:

IMPORTANT: only one method can be chosen at a time!

Co-cards and replacement cards will always be delivered to the address specified on the Application Form.

☐ to the Main Card Holder's address

☐ to a K&H Bank branch (only one branch can be chosen):

branch code: _____

branch address: _____

☐ to the Employer's address (several premises can be specified BUT NO POST OFFICE BOX CAN BE GIVEN):

Employer's premises:

01 _____

02 _____

03 _____

04 _____

05 _____

06 _____

07 _____

08 _____

09 _____

10 _____

Dated: _____ (place), _____ (month) _____ (day) _____ (year)

Employer's corporate signature

Name of Employer's representative
(in block capitals)