

Employers' Service Agreement

related to the

K&H Széchenyi Recreation Card

This Agreement has been concluded by and between

K&H Bank Zrt. (registered seat: 1095 Budapest, Lechner Ödön fasor 9, company registration number Cg. 01-10-041043, hereinafter „K&H **Bank**”) on the one hand

and

Name/Company name: _____

Registered seat: _____

Postal address: _____

Company registration number/ Registration number: _____

Tax number: _____ Company email address: _____

Liaison officer's contact details: Name: _____ Telephone: _____

_____ Fax: _____ E-mail: _____ hereinafter

the „**Employer**”,

hereinafter the Parties, referred to separately as „the Party” and jointly as „the Parties”

at the undersigned place and date, according to the following terms and conditions:

Preamble

K&H Bank – pursuant to Government decree no. 76/2018 (IV.20.) on the rules governing the issuance and use of the Széchenyi Recreation Card or to its currently effective version – is entitled to issue SZÉP Cards and manage the related „restricted purpose” payment accounts.

Agreement

This document is henceforth referred to as the Agreement.

The purpose of this Agreement

1. The exclusive purpose of this Agreement is to facilitate the Employer's queries of the GIRO subaccount numbers of the K&H SZÉP Accounts of those of its employees who concluded a framework agreement with K&H Bank for the provision of the K&H SZÉP Card Service, whereby the Employer can transfer the funds intended to be credited on its employees' K&H SZÉP accounts (subaccounts) via the GIRO system.

Date of release: december 1st, 2018

This agreement template is applicable to agreements concluded after the date of release.

K&H Bank's obligations

2. K&H Bank provides the Service via the Employers' Platform of the K&H SZÉP Card System, to which it provides the Employer electronic access by an individual identifier and password. The K&H SZÉP Card System Employers' Platform can be accessed through the www.szepekartya.kh.hu/MUNKALTATO webpage. K&H Bank provides the individual identifier and password upon the signing of this Agreement. The Agreement will be posted by ordinary mail to the Employer.
3. K&H Bank guarantees that - in response to the Employer's query for data content compiled by the Employer and containing the tax identifiers, made using the individual identifier and password - it will issue those K&H SZÉP Account GIRO subaccount numbers that belong to the tax identifier specified. The Bank bears no responsibility for losses resulting from the data supplied in response to data content erroneously compiled by the Employer.
4. K&H Bank guarantees that in the event of queries initiated by the Employer, it will provide the K&H SZÉP Account GIRO subaccount numbers for those tax identifiers only for which it has an effective framework agreement for the provision of the K&H SZÉP Card Service in its records. Should the Employer include a tax identifier in its query for which K&H Bank does not have an effective K&H SZÉP Card Agreement with the employee, K&H Bank will not provide any data for the tax identifier concerned.
5. K&H Bank shall provide the employee account holder's K&H SZÉP Account GIRO subaccount numbers paired with the tax identifier in the Employer's query, also indicating the subaccounts – accommodation, hospitality, leisure – to which the account numbers belong.
6. K&H Bank shall log the queries initiated by the Employer
7. K&H Bank shall not investigate the actual existence of an employment relationship between the Employer and its employee, and keeps no such information on record in its K&H SZÉP Card System.

The Employer's obligations

8. The Employer shall handle the information – acquired under this Agreement - pertaining to its employees' K&H SZÉP Account GIRO subaccounts in compliance with the provisions of the currently effective data protection legislation.
9. The Employer shall only initiate queries for the K&H SZÉP Account GIRO subaccount numbers of its employees with whom an employment agreement has been concluded.
10. The Employer shall use its employees' K&H SZÉP Account GIRO subaccount numbers - acquired under this Agreement - exclusively for the transfer of the SZÉP Card employer's contribution, and it shall not transfer other benefits ensuing from their employment relationship, in view of the restricted nature of the accounts belonging to the K&H SZÉP Account.
11. The Employer shall notify K&H Bank without delay of any changes in its data, including data related to legal succession.

General conditions

12. K&H Bank shall have no liability whatsoever for cases when the Employer queries data for which it lacks entitlement.

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13. K&H Bank describes the technical conditions of the service provided under this Agreement on the following webpage: [www.szepkartya,kh.hu\MUNKALTATO](http://www.szepkartya.kh.hu/MUNKALTATO). The Employer notes that K&H Bank is entitled to unilaterally change the technical conditions for using the service and inform the Employer on its homepage thereof.

Communications

14. The Employer shall forward all postal matter related to this Agreement to K&H Bank’s address. Communication with K&H Bank and telephone customer service is provided through K&H Bank’s TeleCenter:

Postal address: K&H Budapest 1851 (K&H SZÉP Kártya, TeleCenter).

K&H Bank TeleCenter: 06 (1/20/30/70) 335 3355 (menu item 7).

15. K&H Bank shall forward all postal matter related to this Agreement to the Employer’s address recorded in the Agreement. In the event of a change of address, all postal matter shall be sent to the Employer’s officially announced new address.

Duration and termination of the Agreement

16. This Agreement shall enter into force on December 1st, 2018 at the earliest, on condition that both Parties effectively sign it. The Agreement is concluded for an indefinite period.

17. Both Parties are entitled to unilaterally terminate this Agreement in writing, with a 30 (thirty) day notice period, by ordinary termination.

18. Should either of the Parties fail to meet their obligations under this Agreement or meet their obligations deficiently or late, or commit any other breach of contract, the aggrieved Party shall call on the other Party and request contractual performance within 5 (five) working days. If the other Party fails to restore conformity with the Agreement by the designated deadline, an extraordinary termination with immediate effect is possible, with a written declaration including the reasons for the termination.

19. In the event of a serious breach of the Employer’s contractual obligations, K&H Bank shall be entitled to terminate this Agreement with immediate effect. It will be deemed a serious breach of contract especially if the Employer repeatedly forwards query requests to K&H Bank which include data content (employee tax identifier) for which the Employer lacks entitlement.

Closing provision

20. In witness of approval, the Parties signed this Agreement after having read, interpreted and understood its content and legal consequences, as a legal document corresponding to the facts and their will in every detail.

Dated in _____, _____ day _____ month _____ year

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Date of release: december 1st, 2018

<Employer's company signature – Name of Employer's representative – please print! >

for the use of the K&H SZÉP Card System EMPLOYER'S PLATFORM for the

Employer: the Employer's log-in identifier (to be filled in by
K&H Bank)

password for the Employer's first log-in

..... (to be filled in by
K&H Bank)

.....

<K&H Bank Zrt. company signature

>

Dated in _____, _____ day _____ month _____ year