

Magyar Telekom Group's General Data Processing Contract Conditions (Data Processing GCC)

1. Structure of the contract

These Simplified Contract Conditions contain the terms and conditions of the contract concluded by and between Magyar Telekom Group's member company, as indicated in the purchase order, as customer (hereinafter: **MT**) and the Partner (hereinafter: Partner) and are applicable to the personal data processed in the course of the use of the product/service ordered by MT.

2. Definitions

Processing means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

MT or Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;

Partner or Data Processor means a natural or legal person, public authority, agency or other body which processes personal data on behalf of MT;

Data protection impact assessment means the obligation contained in Article 35 of the GDPR 35.;

Personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed;

GDPR: Regulation (EU) 2016/679 of the EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

Personal data means any information relating to an identified or identifiable natural person ("Data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

3. Rights and obligations

The Partner explicitly agrees to the following:

a) processes the personal data only on documented instructions from MT, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Union or Member State law to which the Partner is subject; in such a case, the Partner shall inform MT of that legal requirement before processing;

b) ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

c) if the Partner processes the personal data in systems other than that of MT's systems, agrees that taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Partner shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- (i) the pseudonymisation and encryption of personal data;
- (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services
- (iii) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.

d) shall take steps to ensure that any natural person acting under the authority of the Partner who has access to personal data does not process them except on instructions from MT;

e) shall not engage another Partner without prior specific or general written authorization of MT. In the case of general written authorization, the Partner shall inform MT of any intended changes concerning the addition or replacement of other Partners, thereby giving MT the opportunity to object to such changes;

f) where the Partner engages another Partner for carrying out specific processing activities on behalf of MT, the same data protection obligations as set out in this Data Processing GCC or other legal act between the Partner and MT shall be imposed on that other Partner by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other Partner fails to fulfil its data protection obligations, the initial Partner shall remain fully liable to MT for the performance of that other Partner's obligations;

g) taking into account the nature of the processing, assists the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment its obligations to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

h) assists MT in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (Security of processing, Notification of a personal data breach to the supervisory authority, Communication of a personal data breach to the data subject, Data protection impact assessment, Prior consultation) taking into account the nature of processing and the information available to the processor;

i) at the choice of MT, deletes or returns all the personal data to MT after the end of the provision of services relating to processing,

and deletes existing copies unless Union or Member State law requires storage of the personal data;

makes available to MT all information necessary to demonstrate deletion of the data and their copies and allow for and contribute to audits, including on-site inspections, conducted by MT or another auditor mandated by MT. The Partner shall immediately inform MT if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.

k) shall notify MT without undue delay after becoming aware of a personal data breach, not later than 24 hours after having become aware of it. The notification referred to above shall at least:

- (i) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (ii) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- (iii) describe the likely consequences of the personal data breach; and
- (iv) describe the measures taken or proposed to be taken by the Partner to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

l) assists MT in the fulfillment of data subjects' requests in regards of exercising one or more rights provided in the GDPR;

m) if the Partner is requested by any data subject to exercise one or more rights provided in the GDPR then the Partner informs the data subject that such requests has to be made directly to MT while promptly notifies MT;

n) maintains all records outlined in Article 30 (2) of the GDPR and, provided that the processing of personal data on behalf of MT allows it, provides such records to MT.

MT may supervise compliance with the provisions of this contract at any time, in particular the method of storage and processing of the data subjects' personal data. MT is not obliged to notify the Partner on the date and time of such supervision.

4. Liability

If the Partner causes any damage to MT with its data processing activity then the Partner shall compensate for such damages. If any compensation of damages is claimed from or initiated against MT in connection with the Partner's activity then the Partner shall relieve the Data Processor from such compensation for damages, levied fine or penalty within 30 days.

5. Governing law and jurisdiction

This Data Processing Contract shall be governed by and construed in accordance with the laws of Hungary and the European Union. Matters not regulated in this Data Processing Contract shall be subject to the provisions of the GDPR, Act CXII of 2011 on information self-determination and freedom of information (Info Act) and the provisions of the Hungarian Civil Code.

Parties shall settle their potential disputes arising from this Data Processing Contract as per the provisions of the Contract.

MAGYAR TELEKOM TÁVKÖZLÉSI NYILVÁNOSAN MŰKÖDŐ RÉSZVÉNYTÁRSASÁG

Székhely: 1013 Budapest, Krisztina krt. 55.

Cégjegyzékszám: Bejegyezve a Fővárosi Törvényszék Cégbíróságán

Cg. 01-10-041928 szám alatt

