

TERMS AND CONDITIONS

Y Diák Iskolaszövetkezet (registered address: 1137 Budapest, Radnóti Miklós utca 2., tax ID: 24146443241, company registry number: 01-02-054614, bank account: 10300002 – 10702492 – 49020011, represented by: Nagy Tamás, member of the board) shall provide opportunities to enter the labour market and take part in practical training to students enrolled in secondary schools, colleges or primary art schools (henceforward jointly: educational establishment) according to the provisions of Act CXC of 2011 on the national public education, as well as to students enrolled in academic institutions according to the provisions of Act CCIV of 2011 on the national higher education. The purpose of these Terms and Conditions (henceforward: Terms) is to set out the full contractual framework and conditions regarding the tasks that shall be carried out by Y Diák Iskolaszövetkezet (henceforward: the Service Provider) to the Customer (henceforward: the Customer) obtaining services from the Service Provider.

1. Scope of the Terms

These Terms shall enter into force upon their publication for Customers who enter into a contract with the Service Provider regarding the provision of student labour (hereinafter "Contract") on or after the date of publication of these Terms.

In case of mutual agreement, the Parties may deviate from the provisions of these Terms in the Individual Service Contract, however, they must expressly and unambiguously stipulate which part of these Terms they do not wish to apply and how they intend to deviate from the provisions of these Terms.

The Contract concluded by the Parties shall be governed by the Terms in force on the date of conclusion of the Individual Service Contract, provided that the Service Provider is entitled to unilaterally amend these Terms, provided that they inform the Customer by verifiable means (postal or electronic mail).

If the Terms are amended, the Service Provider must proceed as follows:

The Service Provider shall send the amended version of the Terms at least 30 days prior to the amendment to the Customer's contact person specified in the Individual Service Contract. If the legal consequences of the amendment to the Terms are detrimental to the Customer, the Customer is entitled to initiate the following within 15 days of the notification:

- updating the Individual Service Contract, where the Parties agree to deviate from the amended provisions of the Terms; or
- terminating the Individual Service Contract with 15 days' notice. Termination of the Individual Service Contract shall also terminate the Framework Agreement.

If the Customer does not initiate the amendment or termination of the Individual Service Contract within 15 days of the notification, the updated provisions of the Terms and these Terms shall enter into force on the 30th day after the notification, and they shall also govern the existing legal relationships.

The Service Provider shall at all times ensure that its contractual partners can familiarise themselves with and interpret the contents of the Terms prior to the conclusion of the Individual Service Contract.

The Customer acknowledges that the contract regarding the provision of student labour, which shall govern the legal relationship between the Parties, consists of these Terms and the Individual Service Contract. The Customer acknowledges that the Contract shall enter into force with the written conclusion of the Individual Service Contract, that entering into the Individual Service Contract implies the knowledge and acceptance of the contents of these Terms (with the possible deviations set out in the Individual Service Contract), and that by signing the Individual Service Contract, the Customer states that the contents of the Terms have been individually negotiated. In the event of any discrepancy between the provisions of the Terms and the Individual Service Contract regarding the same subject matter and content, the provisions of the Individual Service Contract shall prevail and become part of the Contract. The Unique Service Agreement does not grant any exclusivity to the Service Provider with respect to the Services. Accordingly, the Customer is entitled to enter into additional contracts with other persons regarding the tasks covered by the Individual Service Contract, however, if the additional contracts so concluded infringe upon the rights of the Service Provider under the effective Individual Service Contract, the Customer shall be liable for any such infringement.

2. Conclusion of the Contract

The Contract enters into force with the written conclusion of the Individual Service Contract. Unless otherwise stated, the Service Provider's performance obligation arises on the day following the signing of the Individual Service Contract with the Customer. During the term of the Contract, the Service Provider shall ensure, in the quantity, manner and duration specified in these Terms and in the Individual Service Contract, that the Service Provider's members provide the Customer

with the Services specified in the Individual Service Contract, in accordance with the provisions of Chapter II of the Cooperatives Act, by way of personal contribution, and accordingly, the Customer shall pay a service fee to the Service Provider.

In matters not covered by the Individual Service Contract, the provisions of these Terms shall apply. The Parties may amend the Individual Service Contract by mutual agreement.

3. Subject

The Service Provider is a school cooperative according to the definition and rules of Section 2 of Chapter II of Act X of 2006 (Cooperatives Act). Its members shall make their personal contribution via services provided by the Cooperative to third parties. The service under the Contract is the provision of the personal contribution and work of the Members to the Customer, the Service Provider shall provide the service by way of the Members that it has a legal relationship with.

The Customer shall order, and the Service Provider shall undertake the professional performance of the tasks set out in the Contract, while following the provisions of the individual order submitted by the Customer. For the sake of clarity, the Parties stipulate that in the absence of an individual order (hereinafter referred to as an 'individual order'), the Service Provider is not obliged to provide the Service and the Customer shall not pay any fees.

4. Rights and obligations of the Customer

4.1. The Customer shall be entitled to demand from the Service Provider the contractual fulfilment of the detailed individual order. In the individual order, the client specifies the specific tasks to be performed, the skills and abilities required to perform the service (e.g. language skills), the location of the activity and the required duration of availability (hours/week), the working hours of the members, the remuneration and other benefits for the members performing the service, the working hours and the person with direct authority over the members. In addition, the Customer may also set out additional requirements in the individual order. Unless otherwise specified, individual orders are concluded for an indefinite period. The Customer is entitled to send the individual order to the Service Provider by electronic means (via e-mail). The Service Provider will confirm the individual order for the Customer.

The Customer is entitled to ask the Service Provider to use a different personal contributor member (swap out the Member) of the school cooperative (henceforward: a Member) to perform the contractual duties, if the performance of the original Member infringes on the legitimate interests of the Customer. A violation of lawful interests means in this regard if Service Provider's member endangers those confidential data considered business secrets that he became familiar with while performing the Contract.

The Customer is entitled to request that the tools/assets, provided to the Service Provider for the purpose of performing the Contract in a satisfactory manner, be used by the Service Provider in accordance with their intended purpose.

The Customer is entitled to audit the activities of the Service Provider, in order to ensure that the tasks set out in the Contract are performed according to the provisions of the Contract. The Customer is only obliged to communicate the experiences gathered during the audit, its notes on the performance of the tasks, and its requests to the contact person of the Service Provider named in the Contract.

The Customer is entitled to direct and instruct the members of the Service Provider.

The Customer shall ensure that:

- the information needed to perform the Contract is made available to the Service Provider,
- the materials and tools/assets needed to perform the Contract are made available to the Service Provider in good time,
- employees of the Customer are made available to the Service Provider to provide clarifications and to discuss the tasks, to make the performance possible.

The Customer shall comply with its payment obligations stemming from the Contract not earlier than when they become due. The Customer states that the Customer is subject to VAT (AFA), and undertakes to inform the Service Provider promptly should the tax status of the Customer changes (whether the Customer is subject to VAT).

The Customer shall inform the Service Provider, both in writing and orally, about changes in its requirements recorded in the Contract, as well as about all circumstances that may arise in its sphere of interest that may concern, impede or obstruct the performance of the Service Provider. The Contractor shall not be liable for damages stemming from the Customer not providing information to the Service Provider about these circumstances.

The Customer shall not hinder or obstruct the Service Provider in the performance of its contractual obligations.

The Customer shall provide for the conditions needed to carry out the task specified in the individual order (especially the materials used, the work tools needed for the tasks and the protective work equipment and accident protection equipment) free of charge to the Service Provider and the members of the Service Provider. The Customer shall inform the Service Provider of regulations, policies etc. in force regarding the performance of the tasks.

4.2. The Customer shall provide training to the Service Provider and the members about the safety, fire protection and accident prevention regulations and measures (according to the current legislation) in force at the premises of the Customer. The Customer shall make out a report on the training provided, and shall send a written copy of this report to the contact person of the Service Provider. The Customer acknowledges that according to Paragraph (4) of Article 10/B of the Cooperation Act, during the validity period of this Contract, it shall be responsible for its obligations regarding the provision of breaks and daily rest periods, and also its labour rights obligations stemming from Act I of 2012 (the Labour Code) and Paragraph (1) of Article 11 of the Cooperation Act regarding the cooperative members not yet 18 years of age. The Parties agree that the break periods taken during work hours shall constitute a part of the working time (time of performance of duties), and consequently the member shall be paid for the duration of the break. The amount of this fee is part of the Service Fee, i.e. the Customer shall pay it to the Service Provider.

4.3. If the Customer employs a member of the Service Provider's staff employed by the Service Provider in the Customer's interest within 6 months of the last day of the performance of the tasks in the Customer's interest, either in the framework of an employment relationship or other legal relationship resulting in employment, the Customer shall pay the Service Provider a fee of HUF 300,000.00 + VAT as a compensation payment per every such member. By signing this Contract, the Customer and the Service Provider expressly accept the legal basis and the rate of the contractual penalty. If the Member participating in the performance has been recruited by the Customer, the Service Provider shall waive the payment of the penalty fee.

4.4 If, subject to the provisions of Section 7 (6a) of the Cooperatives Act, the Member completes his/her practical training (which is part of a practical training programme organized by the Service Provider) at the Customer's premises, the Customer shall warrant that the practical training requires the use of the Member's theoretical knowledge acquired in his/her institution of higher education, and that it meets the requirements related to the place of training and the content of the practical training as required by law. The Customer is liable for all damages resulting from the failure to fulfil this obligation. The Service Provider undertakes to provide all information necessary for the fulfilment of this obligation to the Customer without delay upon the Customer's request. The Customer acknowledges that the Service Provider shall send this Contract to the Education Office (Oktatási Hivatal) within five working days of its conclusion. The Customer further acknowledge that the Education Office may also verify the fulfilment of the requirements relating to professional practice by the Customer.

5. The rights and obligations of the Service Provider

The Service Provider shall carry out the tasks set out by the Contract according to the contractual provisions, in a method and quality that can be reasonably expected from it, compliance with the rules, professional practices and regulations governing the relevant activities.

The Service Provider states that it is in compliance with the requirements imposed on school cooperatives set out by Act V of 2013 on the Civil Code and the Cooperatives Act, and also with requirements related to the tasks that it shall perform based on this Contract.

The Service Provider shall request the information and tools needed for the contractual performance of its tasks from the Customer in good time. To make the performance of the Contract possible, the Service Provider shall provide a sufficient number of members with an adequate professional knowledge from the pool of the personally contributing cooperative members with whom it is in a membership relationship (henceforward: the Performing group).

The Service Provider ensures the following:

- the members of the Performing group are in possession of the work experience and professional qualifications necessary for the performance of the tasks, and are not intoxicated or under the influence of other psychoactive substances,
- the tasks will be carried out on the place and date chosen by the Customer without undue delay,
- its activities shall not endanger the life or physical integrity, health of others,
- it shall continuously monitor the professional background and knowledge of the Performing group involved in the performance of the Contract.

The Service Provider shall notify and warn the Customer if the Customer gives inadvisable or unprofessional instructions to the Contractor. The Service Provider shall be responsible for any damages caused by his failure to give warning. If the Customer maintains the inadvisable or unprofessional instructions despite the warning of the Service Provider, the Service Provider may withdraw from the Contract. If the Service Provider does not withdraw from the Contract, it shall carry out tasks as instructed, with the Customer assuming the liabilities. However, if the performance of the tasks would result in the violation of laws or regulatory provisions, or would endanger life or property, the Service Provider shall refuse to carry out the tasks.

The Service Provider shall be responsible for contractual performance even if it is hindered by foreseeable events (e.g. summer holidays), and for the employment of its members of the Performing group and their personal contribution to the Customer's business shall be in accordance with the provisions of the applicable legislation.

The members of the Performing group of the Service Provider may only enter the premises of the Customer with a valid entry permit. The Customer shall ensure that the members of the Performing group of the Service Provider are made aware of the current rules of entry. The members of the Performing group of the Service Provider may only stay on the premises of the Customer at the times and areas designated by the Customer, where their presence is needed for the performance of the Contract

The Service Provider shall ensure that the equipment provided in connection with the performance of the Contract are used for its intended purpose and maintained in good condition, and that the members of the Performing group attend the training course required by Clause II/11 of the Contract.

6. Provision of tools/assets

The Parties shall draw up a report of the tools/assets made available to the Service Provider in connection with the contractual performance of the tasks. This report shall contain the information of the members present, the date of the provision of the tools/assets, the description, identification and quantity of the tools/assets, their state at the time of their provision, and all faults, defects that they may have. Everyone present shall sign the report, which will be made available to both Parties in 1 copy.

7. Subcontractors

Subcontractors may only be used to perform the tasks stemming from the Contract with the prior written consent of the Customer. The Service Provider shall be liable for the performance of the subcontractors used as if for its own performance.

8. Place of performing the services

The Service Provider shall perform its tasks at the place designated by the Customer. This is a requirement of contractual performance. The Customer shall make the designated place available to the Service Provider in a state suitable for the work to be carried out.

The Service Provider may refuse to start carrying out its tasks until the Customer fulfils this obligation. If the Customer does not fulfil this obligation within the deadline set by the Service Provider, the Service Provider may withdraw from the individual order and claim damages.

9. Delivery certificate

The contact person of the Customer shall confirm in writing that the Service Provider's tasks have been duly performed, and the Service Provider shall attach this document to the invoice issued by the Service Provider.

10. Service Provider Fee, payment terms

The Customer shall pay to the Service Provider the amount of the Service Fee under the Contract in accordance with the terms of the individual contract. In the context of this Contract, all work hours completed by the members of the Performing group of the Service Provider shall be considered completed work hours.

The Service Provider Fee shall cover all direct and indirect costs, fees, taxes and dues payable by the Service Provider in relation to the tasks accepted by the Service Provider. Eventual bonuses will be accounted for based on percentages accepted in separate agreements of the Parties.

The Service Provider Fee shall be settled in arrears. The Customer (in order for the Service Provider to pay the remuneration for its Members of the Performing group within the time limit) shall send the time sheets (attendance sheets) on which the performance is based to the Service Provider by the 5th calendar day of the month following the month of performance at the latest to the e-mail address jelenletiv@ydiak.hu. The information provided by the Customer shall also

be considered the certification of the performance of the Service Provider, based on which the fees for the performed tasks may be paid. In case the Customer fails to fulfil its obligation under this clause within the time limit, the Parties shall apply an additional multiplier of + 5% on top of the Service Fee set out in the Contract.

If the Customer cancels an order confirmed by the Service Provider within 2 workdays prior to its execution, the Service Provider shall be entitled to a penalty amounting to gross hourly rate * 4 hours + VAT per member, based on the number of members of the Performing group specified in the order.

If the Service Provider provides the Member(s) belonging to the Performing group(s) meeting the requirements specified by the Customer on the basis of the Customer's individual order, but the Customer subsequently withdraws the individual order in question, the Customer shall pay the Service Provider an amount of HUF 20,000.00 (i.e. twenty thousand Hungarian forints) + VAT per initiated request, as a recruitment fee.

After the delivery certificate has been completed, the Service Provider shall make out an invoice conforming to the current accounting rules, and attach one copy of the performance certificate. The Customer consents to the Service Provider to send electronic invoices to the e-mail address set out in the individual contract. Principal shall pay the amount on the invoice within 5 days of issuing to Service Provider's bank account no. 10300002 – 10702492 – 49020011 at MKB Bank via wire transfer. The invoice shall be considered settled on the day that the invoiced amount is credited to the bank account of the Service Provider. In case of late payment by the Customer, the Customer shall pay a late payment interest set out in 6:155 subsection (1) of Civil Code.

10. Term and termination of the Contract

Both Parties are entitled to terminate the Contract with a written notice sent to the other Party, with a notice period of 30 days (termination by notice). The Parties shall continue to perform the Contract in the notice period, until the Contract is in fact terminated.

Both Parties are entitled to terminate the contract with immediate effect by sending a written notification to the other Party. Termination with immediate effect shall be motivated. The following shall be considered a serious breach of contract:

- if the Service Provider does not carry out the tasks according to the instructions and requests communicated by the Customer,
- if the Customer does not pay the Service Provider Fee,
- if either Party commits a serious or repeated breach of a material contractual obligation, and does not remedy the breach within the deadline set in the written warning sent by the other Party, or within 15 days at the latest.
- if the Service Provider does not comply with the current legislative provisions in employing the members of the Performing group/avail itself of their personal contributions,
- if the other Party misses the payment of its public dues, or bankruptcy or liquidation proceedings are initiated against it.

In the case of the termination of the Contract, the Parties shall make an accounting with each other within 30 days of the termination, and the nonperforming party shall comply with its obligations related to its liability for damages for loss caused by the non-performance.

11. Liability

The Service Provider shall be liable for the tasks set out in the Contract, and for damages caused by the Contractor, in accordance with the relevant legislative and contractual provisions.

The Service Provider shall not be liable for any damage caused by a Member to a passenger vehicle owned, controlled or used by the Customer or in connection with the same passenger vehicle, and the Customer may not claim damages from the Service Provider.

If a Member suffers material or non-material damage while performing his/her duties as per the Contract, or his/her personality rights are violated, the Customer shall be liable to compensate for all the caused damage in case the Customer acted in an unlawful and actionable manner. If the member asserts a claim against the Service Provider also or only against the Service Provider, the Customer undertakes to pay the full amount (including legal costs and fees) of both the out-of-court settlement agreement concluded with the written consent of the member and the penalty payment (including legal costs and fees) in accordance with the final judgement in place of the Service Provider. If direct payment is not possible, the Customer undertakes to reimburse the Service Provider in full within 3 days after receiving a certified bank statement concerning the payment effected by the Service Provider. With this in mind, in order to facilitate the Service Provider's

success in the lawsuit, the Customer hereby undertakes to intervene in any possible litigation and to accept the request to join the proceedings.

In line with the provisions of Paragraph (10) of Article 10/B of the Cooperatives Act, in case of compensation claims submitted by the members of the Performing group stemming from accidents, injuries and other incidents that may give rise to such claims (e.g. theft) that occur while performing duties for the recipient of outside services (during the course of work, or in connection with it, including during transportation, preparation and finishing works, transportation needed to carry out the tasks, material take-up, washing up, consumption of meals and services provided by the Customer), the Service Provider and the Customer shall bear joint liability. However, the Service Provider may only claim reimbursement for justified damages from the Customer (as compensation) if the damages are attributable to the Customer. During the performance of the Contract, the Customer shall aid the Service Provider in performing its obligations set out by the provisions of Paragraph (3) of Article 10/B and Paragraph (1) of Article 11 of the Cooperatives Act.

In the event that the Service Provider is liable for damages, the insurance company with which the Service Provider has liability insurance shall be liable instead of the Service Provider. The Service Provider shall be liable under civil law for damages caused by its employee up to a maximum amount of HUF 140.000,- per damage event, except where a member of the Performing group intentionally causes damage to the Customer and in the case of damage to human life, limb or health.

In case the Service Provider or a member of the Performing group causes damages or violates the privacy of a third party during the course of carrying out the tasks, the Customer and the Service Provider shall be jointly liable for compensation claims submitted by such third parties.

12. Confidentiality, publicity

The Parties shall treat as business secrets all technical or business-related information, facts, solutions and data about the activities of the other Party that they become aware of during the performance of the Contract (henceforward: Information), and shall continue to treat these Information confidentially even after the termination of the Contract, until the Information become known publicly by other means, except where the Parties have previously waived the confidentiality obligation in writing. The confidentiality obligation extends to the employees and subcontractors of the Parties, the employees of the subcontractors, as well as the members of the Service Provider. The Parties are liable for their employees and subcontractors, the employees of the subcontractors, as well as the members of the Service Provider uphold the confidentiality obligation. The Service Provider shall include a confidentiality clause in all subcontracts related to the Contract. If any subcontractor commits a breach of the confidentiality obligation, the Service Provider shall be held liable for this breach as if it was its own breach. The existence of the Contract, its contents and all information related to the performance of the Contract may only be made public with the prior written consent of the Parties.

13. Contact

The Parties agree that in the context of the Contract, only personally delivered missives, registered letters with acknowledgement delivered by courier, and written notifications sent by email to and from the address or addresses of the contact persons designated in the individual contract shall be considered valid. Notifications delivered via an intercommunication apparatus shall only be considered valid if they are later confirmed in writing, by the methods described above.

The Service Provider shall deemed notifications served in the following cases:

- in the case of missives delivered personally or by courier into the hands of the addressee, at the time of the handover of the missive,
- in the case of registered letters with acknowledgement, on the date and time of receipt written on the acknowledgement; in case the letter is sent back with the note 'recipient unknown', 'recipient moved', 'unclaimed' to the sender, the Parties shall consider the letter in question delivered on the fifth business day following the second postal delivery attempt, or
- in the case of notifications sent by email, on the date and time when the recipient Party acknowledges that the notification in question has been read.

14. Force majeure

The Parties are relieved of liability for their partial or full non-performance of their contractual obligations if this non-performance is due to force majeure circumstances.

Force majeure events are events of an extraordinary nature that arise after the conclusion of the Contract, the occurrence of which the Parties are not able to foresee, and which they are not able to avert. These extraordinary events include

especially the following: floods, fires, earthquakes, epidemics and other natural disasters, as well as wars, military actions and other circumstances outside the reasonably defined scope of influence of the Parties.

In the case of force majeure, the affected Party shall immediately inform the other Party in writing of the circumstances. If either Party neglects to inform the other Party of such circumstances or sends its notification late, the Party at fault shall be liable for the damages suffered by the other Party stemming from the neglected or late notification.

If either Party is affected by force majeure, the Parties shall begin negotiations with the purpose of deciding how to limit the damages or terminate the contract with an equitable settlement, based on the nature of the force majeure event.

15. Data protection

The Parties undertake to comply, both under the validity of the Contract and afterwards, with the current Hungarian and European data protection legislation, especially, but not exclusively, the provisions of Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (Information Act) and the Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation, 'GDPR'). The members (data subjects) entrusted by the Service Provider to carry out the tasks related to the Contract, the Service Provider and the Customer are considered 'joint data controllers' based on the definition found in Article 26 of the GDPR. Article 26 on joint data controllers of the GDPR states that in the context of activities where joint data processing is needed, the joint data controllers should carry out the data processing activities in a transparent manner, and based on a joint agreement.

The data controllers shall process those personal data of members relevant to their activities carried out for the Customer based on the following provisions of the GDPR: Article 6 Paragraph (1) Section b) – performance of a contract, Article 6 Paragraph (1) Section f) – legitimate interest of the data controller, and, where needed Article 6 Paragraph (1) Section a) – consent of the data subject. The Parties shall ensure that during their activities, the employees authorized to access the personal data of the data subject, if there is no legal confidentiality obligation, commit themselves to confidentiality regarding the personal data that they may come to know.

The Customer shall ensure that during its activities, persons authorized to access the personal data of the data subject, if there is no legal confidentiality obligation, commit themselves to confidentiality regarding the personal data that they may come to know. Taking into account the characteristics, circumstances and objectives of the data processing, as well as the rights of natural persons, the Customer shall implement all the necessary technical and organisational measures to provide a level of data security commensurate with the level of risk. The Customer shall implement the necessary measures to ensure that the natural persons under its control, who have access to the personal data do so and process the data only in ways in line with the instructions of the Service Provider, except where EU or Member State law requires that they deviate from said instructions. The Customer shall ensure that the stored data can only be accessed via internal systems or direct access by the authorized employees, and only in connection with objectives related to the objective of data processing. The Customer shall ensure that the used tools/assets are regularly maintained and updated. The device containing the data shall be kept in a locked room furnished with adequate physical protection, and the Customer shall also ensure its physical security. The Customer shall employ persons with the appropriate competence and expertise to carry out the activities set out in this Contract. Furthermore, the Customer shall ensure that these persons are adequately trained regarding the relevant legal provisions, the responsibilities stemming from the Service Contract and the objectives and methods of data collection.

Principal shall only employ a processor if he meets the conditions set out in the GDPR and the Info Act. To use a data processor, the Customer shall ask the Service Provider to make out a private document representing conclusive evidence, in which it consents to the use of further data processors (subcontractors). Such consent of the Service Provider is not needed in the case of persons that are the legal representatives of the Customer.

If the Customer uses data processors (subcontractors) to perform specific services on behalf of the Service Provider, the Customer shall enter into a written contract with these data processors, and impose the data protection obligations contained in the Service Contract on the other processors. The other processors shall offer appropriate guarantees regarding the implementation of the required technical and organisational measures, and ensure that it processes data only in line with the requirements of the GDPR. In case the other processors do not meet their data protection obligations, the Customer shall be fully liable to the Service Provider for the performance of the obligations of the other processors.

The Parties shall apply the Service Provider's Privacy Policy in matters of data protection and data management not regulated in these Terms or in the Contract. The Customer declares that the Service Provider has made the Privacy Policy available to him/her, that he/she has read its contents and accepts its contents by signing the Service Agreement.

The subject and purpose of processing on the part of the Parties:

On behalf of the Service Provider: Establishing and maintaining membership status.

The Service Provider as the provider of the service is a student cooperative regulated by Paragraph II, Section 2 of Act X of 2006 (Cooperatives Act), whose members (henceforth: Members) render their personal services in the framework of the services provided by the student cooperative for third parties. The service in question is making available the personal contributions, work capacity of the Members to the Customer. The Service Provider provides its services via the Members employed by it.

On behalf of the Client: Processing the personal data of Members assigned by the Service Provider to carry out tasks for employment purposes.

Categories of data subjects: Those members of the Service Provider who are working for the Customer

Duration of processing:

Service Provider: 5 years following the termination of membership status,

Customer: 5 years following the end of working; should a member not be employed by the Customer, then 1 year from the time member's data were transmitted.

Scope of the processed personal data: member's name, mother's name, place and date of birth, contact information, school qualifications, professional and work experience.

Parties do not process special personal data and personal data regarding criminal records. Parties state that in order to facilitate the provision of services, they may share further data with each other based on a member's voluntary consent.

The sharing of personal data shall only be performed with the utmost security measures in place, ensuring the proper protection of the data shared.

Location of processing activities: Parties' registered seat.

Legal basis of personal data processing: The data controllers shall process those personal data of members relevant to their activities carried out for the Customer based on the following provisions of the GDPR: Article 6 Paragraph (1) Section b) – performance of a contract, Article 6 Paragraph (1) Section f) – legitimate interest of the data controller, and Article 6 Paragraph (1) Section a) – consent of the data subject.

Responsibility Matrix

Both Parties undertake to use the Personal Data Involved in Co-operation only for the purpose of the Services. The Data Protection Legislation requires the Parties to define their responsibilities for compliance with the Data Protection Legislation in a transparent manner. To this end, the Parties undertake to comply with the Responsibility Matrix. This Responsibility Matrix sets out the responsibilities of the Parties in relation to data processing.

	Customer	Service Provider
Name and contact info of the competent data protection officer	XXXXXXXXXX	Nagy Tamás ugyfelszolgalat@ydiak.hu
Impact assessment and prior consultation		
Impact assessment	Every Party in relation to its own processes	
Prior consultation		X
Informing the Data Subjects prior to data processing		
Writing the text of the prior privacy statement	Customer for personal data processed by the Customer	Service Provider for personal data processed by the Service Provider
Communicating the prior information to data subjects		
Updating the prior privacy statement if necessary		
Handling data subject requests		
Answering questions related to access		

Gathering information, drafting replies	Customer for personal data processed by the Customer, with prior consultation with the Service Provider if necessary	Service Provider for personal data processed by the Service Provider, with prior consultation with the Customer if necessary
Sending out replies to data subjects		
Correction requests		
Handling the request and the related administrative duties	Customer for personal data processed by the Customer, with prior consultation with the Service Provider if necessary	Service Provider for personal data processed by the Service Provider, with prior consultation with the Customer if necessary
Drafting replies		
Sending out replies to data subjects		
Informing third parties		
Requests related to the deletion of personal data		
Handling the request and the related administrative duties	Customer for personal data processed by the Customer, with prior consultation with the Service Provider	Service Provider for personal data processed by the Service Provider, with prior consultation with the Customer
Drafting replies		
Sending out replies to data subjects		
Informing third parties (including those to whom the data was forwarded to)		
Requests related to limiting data processing		
Handling the request and the related administrative duties	Customer for personal data processed by the Customer, with prior consultation with the Service Provider	Service Provider for personal data processed by the Service Provider, with prior consultation with the Customer
Drafting replies		
Sending out replies to data subjects		
Informing third parties		
Requests related to data portability		
Handling the request, making copies	Customer for personal data processed by the Customer	Service Provider for personal data processed by the Service Provider
Sending out copies to the data subject		
Forwarding the copies to the third party		
Handling data processors		
Drafting, negotiating and managing data processors	The Customer in relation to its own data processors	The Service Provider in relation to its own data processors
Auditing		
Data breach in connection with personal data involved in the cooperation		
Notification of Supervisory Authorities	Customer for data breaches occurring in its own sphere of interest, with prior consultation with the Service Provider	Service Provider for data breaches occurring in its own sphere of interest, with prior consultation with the Customer

Data breaches

All Parties shall inform the other Party of any Personal Data Breach without undue delay, within no more than 24 hours of discovering it. When informing the other Party, they shall supply all reasonable details, such as the type of the Personal Data Breach, including the number and categories of Data Subjects and of the Personal Data involved in the cooperation. In no event shall either Party disclose information about the Data Breach to any third party without the prior written consent of the other Party. An exception is where the disclosure of the Data Breach to third parties is required by law or by a Supervisory Authority.

In the event of a Data Breach, the Parties shall cooperate in good faith to establish an action plan to reduce the impact of the Data Breach and to remedy it without undue delay. The conditions for implementing the action plan should be agreed in due time.

Cooperation and the rights of the Data Subjects

To ensure proper data processing, the Parties undertake to respond with due diligence and in writing to all reasonable requests from the other Party. This shall be done within five (5) working days. Under the Data Protection Legislation, Data Subjects may exercise certain rights, in particular (but not limited to) those set out in Chapter 3 of the GDPR ('Data Subject's Rights'). The responsibility for the tasks related to the exercise of the the Data Subject's rights, the due process in relation to the exercise of such rights, is essentially the responsibility of the Party identified in the Responsibility Matrix. The Parties agree that, taking into account the specifics of the processing activity in question, to assist each other with the appropriate technical and organisational measures in fulfilling the requests of the Data Subjects in relation to the exercise of their rights, where possible.

At the request of the other Party, both Parties shall cooperate with the relevant Supervisory Authorities in the performance of their duties. Where a court and/or a Supervisory Authority initiates proceedings against a Party, the other Party shall cooperate in good faith and assist the Party concerned without undue delay and without additional cost to the extent that such assistance is required in the course of the proceedings.

In a more general sense, the Parties undertake to cooperate in good faith and to make available to each other all other information necessary to perform their obligations under this clause. If necessary, the Party named in the Responsibility Matrix shall perform a data protection impact assessment and conduct a preliminary consultation with the relevant Supervisory Authority. Parties state that Y Diák shall collect and process the personal data it receives regarding the Principal Contract, which it shall process and transfer to the Customer for the purpose of performing what is set down in the Principal Contract.

Parties shall ensure that all persons authorised to process personal data undertake confidentiality commitments or are under statutory confidentiality obligations regarding Worker data. The confidentiality obligation in this point shall bind Parties both for the duration of the Agreement, and following its termination without time limitation. The confidentiality obligation in this point extends to all such employees and agents of Parties who are entitled to learn Worker data based on this Agreement. Parties shall bear full liability for the actions of the persons listed above. Parties, by concluding the appropriate contracts, and also otherwise, guarantee that the data subjects listed here keep their confidentiality obligations.

16. Date of entry into force of the Terms

The current text of these Terms shall be made available by the Service Provider to any Customer upon request, and the Terms shall be available at the registered office of the Service Provider.

The provisions of Act V of 2013 on the Civil Code and the provisions of the applicable Hungarian legislation shall prevail in matters not regulated in these Terms or in the Individual Service Contract between the Parties.

These Terms shall enter into force on the following day: 2024.12.13