

**National Toll Payment Services
Private Company Limited by Shares
General Terms and Conditions
for resellers' individual agreements on the provision of certain services
related to distance-based road use authorizations**

Annex 12

CONTRACTUAL CLAUSES FOR DATA PROCESSORS

Effective date: 05/25/2018

1. The purpose and subject matter of these Clauses

- 1.1. The scope of the so-called GDPR, applicable from 25 May 2018 – 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 (hereinafter: “Regulation”) – affects the legal relationship of the Parties under the UD Reseller General Terms and Conditions, and also includes certain personal data processed by NTPS Plc in that connection as determined in this contractual document (hereinafter: “Personal Data”). In regard of the Personal Data, the Processor performs data processing activities – as defined in the GDPR – for the Controller (hereinafter: “Processing”). Pursuant to Article 4(8) of the GDPR, ‘processor’ means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller. The Reseller operating a non-integrated cash register system in the UD Toll System shall be considered a processor.
- 1.2. The purpose of this contract is to provide a detailed regulation of the conditions of Processing to ensure that Personal Data are processed lawfully, in compliance with the privacy principles laid down in the GDPR as well as other applicable provisions.

2. Scope of Personal Data processed, the nature and purpose of processing

Designation of Personal Data	Legal basis for processing the Personal Data	Processing operations the Processor performs regarding the Personal Data	Technical and organisational measures the Processor takes to protect the data subjects' data protection rights	How long the Processor retains the Personal Data
Name of registered UD Toll System user	Toll balance top-up	Verifies the registered customer's name on the basis of the current account ID.	After the verification process, it no longer stores the data.	It does not retain them.
Current account ID of registered UD Toll System user	Toll balance top-up	Verifies the current account ID on the basis	After the verification process, it no	It does not retain them.

		of the registered customer name.	longer stores the data.	
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The Reseller shall inform NTPS Plc as to which persons (specified by job title) may have access to the Personal Data in the course of its activity as a processor. The Reseller shall fulfil this obligation within 15 working days from the effective date of this document.

3. The Processor's rights and obligations

3.1. Use of a sub-processor

By signing hereof, the Controller gives a general authorisation to the Processor to use sub-processors. If the Processor uses a sub-processor under this general authorisation, it shall forthwith notify the Controller of the person of this sub-processor, and also if it replaces such sub-processor. The Controller shall have the right to object to the sub-processor. In this case the Processor shall not be entitled to use the sub-processor in question. The Parties lay down no formal requirements regarding such objection; the Controller can freely provide that in accordance with the rules in the Contract for Services pertaining to liaising. (The Processor's sub-processor hereinafter referred to as: "sub-processor".)

The Reseller shall inform NTPS Plc about its sub-processors, if any, within 15 working days from the effective date of this document.

The Processor shall enter into a data processor contract in writing with each of its sub-processors in accordance with the GDPR.

The Processor shall be responsible for the data processing activity carried out by the sub-processor as if were performed by the Processor itself. The Processor shall be liable to the Controller for any legal violation, breach of contract or any omission by the sub-processor.

The Processor may only use sub-processors that comply with the provisions of the GDPR and this contract concerning processors, including but not limited to the requirements of data security.

3.2. The Controller's right to give instructions

The Processor acknowledges and expressly accepts that it may perform its data processing activities under this contract only and exclusively in accordance with the Controller's instructions and this contract. The Processor shall not be entitled to dispose of the processed data individually, according to its own decision, it may not erase, alter, combine, use or manage the data in any other way unless in accordance with the Controller's instructions, and may not determine the purposes and means of the processing, as it is the Controller's exclusive right to do so.

The Processor may only process the personal data specified herein and only for the purpose determined in the Contract for Services.

Should the Processor breach this obligation, it shall be considered a controller and shall assume individual liability to the data subjects.

3.3. Confidentiality

The Processor agrees that its employees, agents, contributors, executive officers/office manager participating in the processing activity will handle confidentially all personal data processed in the course of its data processing activity under this contract.

3.4. Ensuring data security

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 Processor agrees to implement appropriate technical and organisational measures covering the totality of its processing activities, and also that it will use these measures to assist the Controller, to the fullest extent possible, in fulfilling its obligations towards the data subjects of the data processed in relation to the exercising of the data subjects' right of self-determination.

The Processor shall implement appropriate measures to protect the data in particular against unauthorised or unlawful access, alteration, transfer, disclosure, loss, erasure or destruction, accidental destruction, alteration or damage, or inaccessibility due to changes in the technology used.

The Processor shall process the data always at the level of data security complying with the best industry practice (if any), the GDPR, the Hungarian laws in force, this contract, and any other laws on data protection or data security.

In the case of data loss for whatever reason, the Processor shall be obliged to restore the data free of charge. If the data loss has occurred for a reason solely imputable to the Controller, the Processor may charge a fee for the restoration of data up to its certified costs.

Furthermore, the Processor shall assist the Controller in fulfilling its data security obligations, and shall provide the Controller with any information necessary thereto that is at the Processor's disposal within 5 (five) working days in writing (including electronic mail).

4. Contribution to the enforcement of data subjects' rights

The Processor shall, without charging a separate fee, enable the Controller to ensure that data subjects can exercise their rights relating to their personal data under the data protection rules in force from time to time (such as restriction, rectification, access, erasure, data portability etc.) and shall use appropriate technical and organisational measures to assist the Controller in answering the requests pertaining to the enforcement of data subjects' rights. The Processor shall fulfil the data subjects' requests communicated by the Controller, as well as any questions and requests made by the Controller in this connection within 5 working days, and shall cooperate with the Controller without delay with a view to answer the data subjects' requests.

If the Controller gives written instructions for the rectification, erasure, destruction of the data, the restriction of processing, or the transmission of data for data portability, the Processor shall perform this without delay but within 5 working days at the latest in accordance with the Controller's request, and shall also make its sub-processors, if any, perform this instruction, and inform the sub-processors about the instructions.

5. The Processor's obligations in relation to personal data breaches

In the case of a personal data breach, the Processor shall cooperate with the Controller and forthwith provide support to the Controller in fulfilling its obligations as a controller in connection with handling the incident. In the case of any personal data breach at the Processor, the Processor shall notify the Controller thereof without delay but not later than 24 hours after having become aware of it, and in the notification it shall describe the nature of the personal data breach including the categories and number of data subjects concerned and the categories and number of personal data records concerned, the name and contact details of its data protection officer, if any, describe the likely consequences of the personal data breach, describe the measures taken or proposed to be taken by the Processor to address the personal data breach, including measures to mitigate its possible adverse effects.

6. The Processor's obligations in relation to data protection impact assessments

The Processor shall assist the Controller in performing any data protection impact assessment that has to be carried out at the Controller, and shall provide the Controller with any information necessary thereto that is at the Processor's disposal within 5 (five) working days in writing (including electronic mail). In the scope of this obligation, the Processor shall, at the Controller's relevant request, provide the information necessary for assessing the effects of the Processor's processing activities by the above deadline and in the above manner.

7. The Processor's obligations in connection with prior consultation

The Processor shall also assist the Controller in any consultation with the data protection supervisory authority, and shall provide the Controller with any information necessary thereto that is at the Processor's disposal within 5 working days in writing (including electronic mail).

8. The Processor's obligations in connection with data protection audits and inspections

Within 5 (five) working days from the Controller's relevant request, the Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in the GDPR concerning Processors and allow for and contribute to audits, including inspections, conducted by the Controller or a third party auditor mandated by the Controller.

9. The Processor's obligations upon termination of the contract or the processing activity

The Processor agrees that at the end of the provision of data processing services under this contract or upon termination of this contract, it will return to the Controller all the personal data processed under this contract without delay but not later than within 5 (five) working days in the manner specified by the Controller and, at the same time, it will delete all data processed by the Processor or, in the case of physical data carriers, return them to the Controller, and delete existing copies. The Processor's obligation to delete the data shall not apply to data the storage of which is required by Hungarian or European Union law.

10. The Processor's obligation to maintain records

Pursuant to Article 30(2) of the GDPR, the Processor agrees to maintain a record of all processing activities falling under its scope of responsibilities, in full compliance with the criteria laid down in Article 30(1)(a)-(g) of the GDPR. The Processor confirms that it is aware that, pursuant to applicable law, it shall assume sole liability for any omission or breach relating to its obligation to maintain records.

11. The Processor's data protection officer

The Processor agrees that if it is mandatory for the Processor to designate a data protection officer under the GDPR or Hungarian law in force, it will fulfil this obligation, and will notify the Controller of the name and contact details of the data protection office as well as any changes in his or her person or data within 5 (five) working days.

12. The Processor's liability

The Processor acknowledges and expressly agrees that it shall be liable for its own activities carried out as a processor as well as for the activities of any sub-processors used.

13. Termination of this contract

13.1. This contract shall automatically terminate upon the termination of the Reseller Agreement.

13.2. This contract may be terminated by either Party in the case of serious or repetitive breach of the other Party's obligations upon 15 days' written, reasoned notice sent to the Party in breach. The Parties unanimously agree that the termination of this contract does not make it impossible for the Processor to perform its duties under the Reseller Agreement and does not prevent it from doing so, however, after termination of this contract, the Party who (that) is to blame for termination of this contract by the other Party shall fully indemnify the other Party for any damage occurring in relation to the lack of compliance with data protection rules due to performing the activities under the Reseller Agreement (performing the Reseller's obligations under the Reseller Agreement) in the absence of a data processor contract required by the GDPR.

dated: Budapest, 9 May 2018