

Sub-annex 04 of the General Business Regulations for agreements concluded before 15 March 2014 : on the central credit information system (*in Hungarian: központi hitelinformációs rendszer*)

## ON THE CENTRAL CREDIT INFORMATION SYSTEM (*IN HUNGARIAN: KÖZPONTI HITELINFORMÁCIÓS RENDSZER*)

### DATA SUBMISSION TO THE CENTRAL CREDIT INFORMATION SYSTEM (*IN HUNGARIAN: KÖZPONTI HITELINFORMÁCIÓS RENDSZER*)

The reference data set out in this Annex is transmitted to the Central Credit Information System (*in Hungarian: Központi Hitelinformációs Rendszer*) (KHR) in the cases set out in this Annex for the purpose of allowing for a more differentiated assessment of creditworthiness and thereby for making a wider range of credit facilities available and to facilitate the secure operation of reference data providers to reduce the risk associated with granting credit. OTP Bank Plc. transfers the reference data to Bankközi Informatika Szolgáltató Zrt. (registered office: 1205 Budapest, Mártonffy u. 25-27.; registered by the Metropolitan Tribunal as Court of Registration under company registration number 01-10-042513; website: <http://www.bisz.hu>; hereinafter referred to as “BISZ Zrt.”), a financial enterprise authorized to manage the KHR as a closed database provided that BISZ Zrt. must process such reference data pursuant to the regulations of Act CXXII of 2011 on the Central Credit Information System (*in Hungarian: központi hitelinfromációs rendszer*) (the “KHR Act”) and the rules of other applicable legislation.

### DEFINITIONS

- a) ‘data subject’ means any natural person or business entity whose reference data is processed by BISZ Zrt.;
- b) ‘investment credit’ means **credit** defined in Point 7 of Section 4 (2) of Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing their Activities (**hereinafter referred to as “IRA”**);
- c) ‘financial service’ means **the services defined under Point b)-c), f)-g) and l) of Section 3 (1) of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (hereinafter referred to as “Credit Institutions Act”)**, including pledge lending as defined in Point 29 of Section 3 (1) and Point f of Section 5 (6) of Act LX of 2003 on Insurance Institutions and the Insurance Business and loans granted under Section 28 of Act XLVIII of 1996 on Public Warehousing;
- d) ‘securities lending and securities borrowing’ means the activity defined in Point 44 of Section 5 (1) of Act CXX of 2001 on the Capital Market (**hereinafter referred to as “CMA”**);

e) 'reference data' means any data, including the personal identification data of the data subject, that the financial enterprise operating the KHR is authorized to process by law;

(f) 'reference data provider'

1. any financial institution, payment institution, electronic money institution, insurance company, public warehouse company that performs at least one of the financial services,

2. the Diákhitel Központ Zrt. ,

3. any credit institution, investment firm that provides investment credit,

4. any investment firm, investment fund, investment fund manager, body providing clearing and settlement services, voluntary mutual insurance fund, private pension fund, financial institution, central securities depository, and insurance company that is engaged in securities lending and securities borrowing, and

5. any creditor established in another Member State of the European Union that is engaged in providing cross-border services, if joined the KHR,

g) 'business entity' means business associations, branches, European public limited-liability companies, cooperative societies, European cooperative societies, European economic interest groupings, housing cooperatives and sole traders, excluding reference data providers.

## I. DATA TRANSFER ACCORDING TO THE KHR ACT

1. Following the conclusion of a financial services agreement (which are:

- o granting of credit and cash loan;
- o financial leasing;
- o issuing a paper-based non-cash means of payment (such as a paper-based traveler's check, bill of exchange) and providing a related service that does not qualify as a payment service;
- o undertaking suretyship and bank guarantee and other banker's liabilities),

any agreement for investment credit, for securities lending and securities borrowing or a student loan agreement provided for by law (**hereinafter referred to collectively as "agreement subject to reporting"**) OTP Bank Plc. supplies to the KHR in writing the reference data of natural persons and enterprises as defined in Sections II/4.1 and II/4.2 a)-d) and k) as well as III/4.1 and III/4.2 a)-d) and l).

2. Before the submission of reference data to the KHR, OTP Bank Plc. obtains the client's **written** statement of consent for receipt of his/her data from the KHR by another reference data provider, in accordance with the case specified in the KHR Act. **That consent may be given by the natural person client at any time during the period when his/her data are stored in the KHR.** The client's consent is not required for receiving data processed in accordance with Sections II/1, 2 and 3 and Sections III/1, 2. **Where the client does not consent to having his/her data disclosed from the KHR, the KHR contains the data referred to in Section II/4.1 and Points a)-d) of Section II/4.2 and Section II/4.5.**

**3. The written statement given by a natural person client under Section I/2 applies to all agreements of the natural person client subject to reporting. If the client subsequently decides to make any changes to his/her written statement made under Section I/2 with respect to his/her agreements subject to reporting, and withdraws or grants his or her written consent, in all cases the most recent written statement of the natural person shall apply to all of his/her agreements subject to reporting.**

## **II. Natural persons**

1. OTP Bank Plc. submits **in writing** to BISZ Zrt. the data of the natural person as specified in the law, **who, when initiating the conclusion of the agreement subject to reporting**

- a) **provides false data and this can be substantiated by a document, or**
- b) **was found guilty by a final court decision for having committed the criminal act of using forged or falsified documents as defined in Sections 274-277 of Act IV of 1978 on the Criminal Code in force until 30 June 2013 (hereinafter referred to as “Act IV/1978”), or in Sections 342, 343, 345 and 346 of Act C of 2012 on the Criminal Code (hereinafter referred to as the “Criminal Code”).**

2. OTP Bank Plc. shall supply **in writing** to BISZ Zrt. the data specified by law concerning any natural person **who fails to comply with the payment obligation agreed upon in an agreement subject to reporting in a manner where the amount of any overdue and unpaid debt for which he is liable exceeds the prevailing monthly minimum wage in effect at the time of default, and this delay in excess of the prevailing minimum wage is sustained for over ninety consecutive days.**

**The simultaneous breach of several contracts by the same person shall be taken into consideration separately for each legal relationship.**

3. OTP Bank Plc. shall supply **in writing** to BISZ Zrt. the data specified by law concerning any natural person **found guilty by a final court decision for having committed the criminal act defined in Section 313/C of Act IV/1978 in force until 30 June 2013 or in Section 374 (5) and Section 393 of the Criminal Code in connection with the use of a non-cash means of payment.**

4. The scope of data with regard to natural persons that can be transferred pursuant to the KHR Act (reference data):

4.1 Identification data (may be transmitted according to Sections II/1, 2 and 3):

- a) name,
- b) birth name,
- c) date and place of birth,
- d) mother's birth name,

- e) identity card (passport) number or number of other identification document suitable pursuant to Act LXVI of 1992 on the Registration of Citizens' Personal Data and Addresses for Proof of Identity,
- f) address
- g) postal address
- h) electronic mail address..**

**4.2 Details of the agreement subject to reporting:** (may be transferred according to Section II/2):

- a) type and identifier (number) of the agreement,
- b) the date of conclusion, expiry and termination of the agreement,
- c) client's status (debtor, co-debtor),
- (d) amount and currency of the agreement, mode and frequency of repayment,
- e) date of occurrence of the conditions under **Section II/1**
- f) amount of debt overdue and outstanding at the time of occurrence of the conditions referred to in **Section II/1**
- g) mode and time when the overdue debt is repaid,
- h) an indication if the liability has been transferred to another reference data provider, or to any lawsuit pending,
- i) fact, date of early repayment, amount repaid and the amount of principal remaining, currency,**
- j) amount and currency of principal outstanding,**
- k) amount and currency of installment contracted.**

**4.3. Details of the agreement subject to reporting:** (may be transferred according to **Section II/1**):

- a) date and reason for rejection of the request,
- b) documentary evidence,
- c) the number of the final court order, the name of the court proceeded, the content of the operative part of the decision.**

**4.4 Data related to the use of non-cash means of payment (may be transmitted according to the provisions of Section II/3):**

- a) type and identifier (number) of the non-cash means of payment,**
- b) date and time of cancellation,**
- c) date and time of any transaction conducted with the cancelled non-cash means of payment, number of transactions and the amounts involved,**
- d) number of unauthorized uses,**
- e) amount of damage caused,**
- f) date of court order becoming final,**
- d) an indication of any lawsuit pending.**

**4.5 Information about the refusal of consent**

- a) date of the statement (place, date),**
- b) reference data provider's identification data,**
- c) client's identification data,**
- d) note referring to refusal.**

5. **BISZ Zrt. permanently and irretrievably erases the data received under Section I/1 after the relevant agreement is terminated within one working day, save where Section 7 hereof applies.**
6. In the event where an outstanding debt is satisfied, after one year of the date of payment of the overdue debt, BISZ Zrt. forthwith and irretrievably erases the identification data of the KHR concerning natural persons, where supplied pursuant to Section II/2.
7. **Immediately upon entering into an agreement subject to reporting, OTP Bank Plc. informs the natural person party to the agreement in writing of the possibility that BISZ Zrt. may, at the data subject's request, process his/her data also after the termination of the agreement. The registered natural person may - at the time of conclusion of the agreement or during the term thereof - request from BISZ Zrt. through OTP Bank Plc. that BISZ Zrt. process his/her data for a period of not more than five years after the termination of the agreement. Consent for data processing following termination of the agreement may be withdrawn in writing at any time via OTP Bank Plc. before the agreement is terminated, or directly at BISZ Zrt. thereafter.**

### **III. Undertakings**

1. **OTP Bank Plc. shall supply in writing to BISZ Zrt. the reference data specified in Sections III/4.1 and III/4.2 concerning any undertaking who fails to comply with the payment obligation agreed upon in an agreement subject to reporting a manner where any overdue and unpaid debt of such enterprise existed for over thirty days.**
2. **OTP Bank Plc. supplies to BISZ Zrt. the reference data specified in Sections III/4.1 and III/4.4 concerning any undertaking engaged in any violation of the obligations stipulated in an agreement for the acceptance of non-cash means of payment, in consequence of which the reference data provider has terminated or suspended its agreement for the acceptance of non-cash means of payment.**
3. **OTP Bank Plc. supplies to BISZ Zrt. the reference data specified in Sections III/4.1 and III/4.3 concerning any undertaking whose payment account records indicate any liability queued for more than one million Hungarian forints for a period exceeding thirty consecutive days owing to insufficient funds.**
4. The scope of data with regard to undertakings that can be transferred pursuant to the KHR Act (reference data):
  - 4.1. identification data:
    - a) company name, name,
    - b) registered office,

- c) company registration number, sole entrepreneur number,
- d) tax number.

#### 4.2 Details of agreements subject to reporting:

- a) type and identifier (number) of the agreement,
- b) the date of conclusion, expiry and termination of the agreement,
- c) mode of termination of the agreement,
- d) agreement amount and currency, mode and frequency of repayment
- e) date of occurrence of the conditions under Section III/1**
- f) amount of debt overdue and outstanding at the time of occurrence of the conditions referred to in Section III/1**
- g) date and amount of overdue and unpaid debt,
- h) date and time when the overdue debt is repaid and the mode of satisfaction,
- i) an indication if the liability has been transferred to another reference data provider, or to any lawsuit pending,
- j) fact, date of prepayment, amount repaid and the amount of principal remaining, currency,**
- k) amount and currency of principal outstanding,**
- l) amount and currency of installment contracted.

#### 4.3. Information on **payment accounts** regarding which any submitted orders are held in abeyance (queued) owing to insufficient funds:

- a) identifier (number) of the **payment account agreement**,
- b) amount and currency of liabilities held in abeyance,
- c) date of commencement and termination of queuing,
- d) an indication of any lawsuit pending.

#### 4.4. Information regarding any agreement for the acceptance of non-cash means of payment:

- a) the date of conclusion, expiry, termination and suspension of the agreement,
- b) an indication of any lawsuit pending.

### IV. DATA PROCESSING BY BISZ ZRT.

1. BISZ Zrt. is liable to maintain reference data received from reference data providers in a complex system and up-to-date and to keep the database complete and current at all times.
2. Data processing in the KHR is carried out by automated process. Reference data received from different reference data providers relating to the same natural persons may be integrated in the KHR **for the purpose of disclosure to reference data providers.**
3. BISZ Zrt. is allowed to receive reference data - for the purpose of data transfer to the KHR - only from reference data providers, and is allowed to supply reference

data to reference data providers only from this database. Apart from the reference data indicated in the data request relating to the data subject, no other information may be supplied from the KHR to the reference data provider. Other than the transfer of data for the purpose of client information, reference data may not be supplied from the KHR to Diákhitel Központ Zrt.

4. **Before an agreement subject to reporting is concluded the reference data provider shall obtain from BISZ Zrt.:**
  - a) **if the client is a natural person, and has consented by means of a written statement pursuant to Section I/2, the reference data pursuant to Sections II/4.1-II/4.4**
  - b) **if the client is a natural person, and has not consented to the data disclosure in the written statement pursuant to Section I/2, the reference data pursuant to Section II/4.5, and on the basis of Sections II/1, 2, and 3, the reference data recorded in the KHR**
  - c) **in the case of undertakings, the reference data under Sections III/-4.1-4.**
5. BISZ Zrt. keeps on record the name, registered office, permanent establishment, branch and contact person of the reference data provider that provides any reference data..
6. BISZ Zrt. and **OTP Bank Plc.** are both required to keep records on any data supplied in either direction, including the date and time and the type of data transmitted. These records are processed within the time limit specified for records on reference data.
7. BISZ Zrt. processes reference data provided to it for a period of five years from the below-defined date. Upon expiry of the five-year period, BISZ Zrt. permanently and irretrievably erases the reference data from its records.

The time limit commences on:

- a) in the case under Section II/2, if the debt has not been repaid, at the end of the fifth year from the date of disclosure pursuant to Section II/2.;
  - b) **in the case under Section III/1, if the debt has not been repaid, at the end of the fifth year from the date of disclosure pursuant to Section III/1;**
  - c) **in the cases under Sections I/1, II/3 and III/2, on the date of data transmission;**
  - d) **at the time when the queued liability is no longer held in abeyance in the case under Section III/3;**
  - e) **at the time when the undertaking's financial services agreement ceased to exist**
8. BISZ Zrt. immediately and permanently erases any reference data, if the reference data provider cannot be identified, or if it is brought to its attention that such data was supplied to the KHR illegally.

9. BISZ Zrt. may disclose the reference data provided by OTP Bank Plc. to additional reference data providers (credit institutions, financial enterprises, investment enterprises, etc.) for the purpose specified by law to enable such reference data provider to make a well-founded decision prior to the conclusion of an agreement with the data subject regarding a specific financial service, investment credit, securities lending and securities borrowing or to be able to provide the information initiated by the data subject. Similarly, OTP Bank Plc. may request data disclosed by another reference data provider from the KHR prior to the conclusion of an agreement for granting investment credit or securities lending and securities borrowing.

## V. CLIENT INFORMATION, LEGAL REMEDY

1. **In the preparation of an agreement subject to reporting** OTP Bank Plc. informs in writing its natural person Clients about the regulations applicable to the KHR, on the purpose of the KHR, on the rights of data subjects, on the fact that data processed in the KHR may only be used for purposes defined by the KHR Act, and that his/her data will be disclosed and may be transmitted in the cases specified in the KHR Act.
2. OTP Bank Plc. provides to its **natural person** Clients **the model announcement posted on the website** of the Hungarian Financial Supervisory Authority.
3. Thirty days before the planned data disclosure under Section II/2, OTP Bank Plc. informs the natural person Client in writing that his/her reference data shall be recorded in the KHR in the event of his/her failure to satisfy his/her contractual obligations.
4. **Any natural person's signature upon the conclusion of the agreement verifies his/her acknowledgement of having received the information under Subsection 1.**
5. OTP Bank Plc. shall supply information in writing to undertakings indicating the purpose of disclosure and the type of data that may be disclosed, and indicating, furthermore, that BISZ Zrt. has the right - following the transmission of data to the KHR - to disclose the reference data to other reference data providers for the reasons specified in the KHR Act, prior to the conclusion of the agreement that their reference data may be recorded in the KHR in the cases specified in Sections III/1, **III/2** and **III/3**.
6. Within not more than five working days following all disclosures of data made under the KHR Act to BISZ Zrt., OTP Bank Plc. informs its Client (both the natural person and the enterprise) in writing that the data disclosure has taken place.
7. Any person may request information from any reference data provider inquiring as to his/her data that are recorded in the KHR, and about the reference data provider that has supplied such data. Data subjects have unlimited access to their



- own data stored in the KHR, as well as to information about disclosures made from such data, including the recipient and the reason, free of any fees and other charges.
8. The Client may lodge an objection against the disclosure of his/her reference data to BISZ Zrt. and against them being processed by BISZ Zrt., and may the rectification or erasure of his/her reference data. The objection may be filed **in writing** with BISZ Zrt. or with the reference data provider that transmitted the data being objected to, to the KHR.
  9. **The reference data provider and/or BISZ Zrt. shall investigate the objection within five working days from the date of receipt thereof, and shall convey its findings to the Client in writing without delay, at the latest within two working days after the investigation is closed, in the form of a document with a certificate of delivery attached.**
  10. **The Client may file charges against the reference data provider and BISZ Zrt. in connection with the illegal transmission and processing of his/her reference data, or for their rectification or erasure. The statement of claim shall be submitted at the district court of jurisdiction by reference to the data subject's residence, within thirty days from the date of receipt of the information referred to in Section 9. Justification may be submitted upon failure to meet this deadline.**
  11. The Client has the right to file charges also if the reference data provider and/or BISZ Zrt. failed to comply with the requirement of providing information according to the KHR Act. **The time limit for filing the statement of claim, in this case, is calculated from the date of expiry of the deadline for the provision of information.**

**OTP Bank Plc.**