

**AGREEMENT****ON THE EMPLOYER'S CONTRIBUTION TO VOLUNTARY SUPPLEMENTAL HEALTH AND SELF-SUPPORTIVE FUND PAYMENT**

This Agreement was concluded of the one part by (full company/organization name)

Registered seat: \_\_\_\_\_

Postal address: \_\_\_\_\_

Bank account number: .....

Tax number: .....

Company registration number: .....

(Registration number): .....

Represented by: \_\_\_\_\_

Contact person: \_\_\_\_\_

Telephone: .....

E-mail: \_\_\_\_\_

as employer (hereinafter: Employer),

and of the other part by

OTP Országos Egészség- és Önszegélyező Pénztár (OTP National Health and Self-Supportive Fund)

Registered seat: 1051 Budapest, Mérleg u. 4.

Postal address: 1369 Budapest 5. PF. 362.

Bank account number: 11703006-20411440

Tax number: 18105564-1-41

Court registration number: serial number 237 (2 May, 2002)

Activity license number: E/373 (2 May, 2002)

E-mail: info@otpep.hu

as voluntary supplemental health fund (hereinafter: Fund)

on the Employer's contribution and contribution-based employer membership, at the date and place specified below, under the following terms and conditions:

1. The Fund is a voluntary supplemental health fund subject to Act XCVI of 1993 on Voluntary Mutual Insurance Funds (hereinafter: Insurance Fund Act).
2. Under the Insurance Fund Act the Employer is entitled to undertake, in full or in part, its employees' obligation to pay membership fee in the voluntary supplemental health fund (employer's contribution).
3. The Employer shall be liable for the deduction of the membership fee and the regular transfer of the deducted membership fee and the employer's contribution.
4. With regard to the above, the Employer represents that under the terms of this Agreement it shall support, in the form of employer's contribution, its legally registered employees (public employee, public servant, employees in service relationship) – those with existing Fund memberships, as well as those joining the Fund at a subsequent date –, provided that they have had an employment relationship of at least ..... (maximum 6) months. The Employer further declares that it is familiar with and considers binding to itself the provisions of the valid and effective Statutes of the Fund applicable to the Employer.

5. Being aware of the relevant tax regulations, from ..... month ..... year, once a month or in advance on a quarterly, biannual or annual basis (in case of the latter, broken down by employee, month and amount) the Employer shall transfer to the Fund, in the form of employer's contribution, for each Fund member employee as defined in Section 4 of this Agreement an amount of
- 5.1. HUF ..... , or
- 5.2. .... percent of the employee's regular salary or
- 5.3. for each employee the amount determined by the employee in a benefit-in-kind (cafeteria) system
6. The Employer shall transfer the employer's contribution as defined by this Agreement and the individual membership fee to be deducted from the employee's wage as per the Fund member's instruction to the bank account of the Fund by no later than the 15th day of the month following the current month.
7. The Fund provides access to the services offered through the Fund's internet portal developed for the Fund's employer members (hereinafter: Portal). After the Employer has received access, the data required for crediting the employer's contributions to its Fund member employees' individual health fund accounts may be sent by the Employer through the Portal on a monthly basis (or every quarterly/semi-annually/annually in advance), concurrently with the transfer of the contribution.
- 7.1 The Employer acknowledges that
- the Portal constitutes a part of the IT system of the Fund, where, based on this Agreement, access to data handled in relation to the Employer (and the Employer's employees);
  - the Employer is only entitled to view data of its own employees;
  - the Fund shall not be held liable for any damages arising from the use of the passwords by unauthorised persons and the accuracy of the data submitted (included in the return);
  - the Health Fund's interface has a database isolated from other products available through the Portal;
  - access to the Portal's interface is standardised with the service providers' portal of the Fund servicing health fund providers and the employer portal of OTP Pension Fund, the OTP Széchenyi Leisure Card of OTP Fund Services Plc. and the OTP Cafeteria Card,
  - Portal use shall be free of charge.
- 7.2 The Employer hereby gives its consent to the Fund to handle the data supplied on its employees related to its obligation undertaken in Section 2 of this Agreement (hereinafter: return) forwarded by the Employer through the Portal for processing and monitoring purposes both during the processing phase and subsequently for the purpose of providing fund services, and also agrees that OTP Pénztár-szolgáltató Zrt. (1051 Budapest, Mérleg u. 4.), operating the Portal on behalf of the Fund, shall be entitled to process the data required to use the Portal.
- 7.3 The person authorised to have access to the Portal for and on behalf of the Employer (contact person):
- Name: .....
- Telephone number: .....
- E-mail address: .....
- 7.4 Temporarily, the Fund accepts as the fulfilment of the obligation to file a return, if the Employer sends to the Fund, concurrently with the transfer but in any case no later than by the 15th day of the month following the current month, the list(s) containing the current master and financial data of the amount corresponding to the bank transfer, electronically, in Excel format, in the form and with the content specified in the form "Employer transfer annex" on the Fund's website hereto (name, document number/tax number, amount) by email (penzogy@otpep.hu).
- 7.5 The Fund hereby informs the Employer that in the case of returns filed through the Portal, provided it is free from errors and the amount of the Employer's contribution has been credited to the Fund's account, the amount of the Employer's contribution is credited to the individual health accounts of the fund members than returns submitted via email, and the processing of the difference, depending on the actual circumstances, may last as long as 3 working days.
8. Pursuant to Section 12 (9) of the Insurance Fund Act, the Employer may stop paying employer's contribution for the periods when the Fund member's employment relationship is suspended or he/she is not entitled to receive a salary. In this regard, the Employer shall es-

establish identical conditions for all of its employees. Furthermore, if the Employer provides for contribution payment in the framework of fringe benefits (cafeteria), it shall warrant that the regulation of the cafeteria system is in compliance with the relevant requirements of the Insurance Fund Act regulating employer's contribution.

9. The Employer is aware that the Employer's representative or, in case of multiple employers, the Employers' common representative, shall be entitled to attend the General Meeting of the Fund with consultation right. Furthermore, if the employer's contribution paid by the Employer or the employers exceeds 50 percent of the Fund's membership fee revenue, the Employer or – in case of multiple employers, the employers jointly – shall be entitled to delegate one representative with voting right to the Supervisory Committee.
10. The Employer assumes responsibility for the accuracy of the data it has collected and forwarded to the Fund in connection with this Agreement, and shall proceed in the course of performing this Agreement with the reasonable care that can be expected of it.
11. The undersigned representative of the Employer warrants that it is authorised to undertake the obligations set forth in this Agreement.
12. At the Employer's explicit, written request, the Fund shall provide an opportunity for consultation in respect of membership fee payments and individual health insurance accounts.
13. The Parties agree to comply with the provisions of act CXII of 2011 on Informational Self-Determination and the Freedom of Information, and to keep confidential all business secrets and fund information obtained by them without time limitation.
14. The Employer represents that it is entitled to handle and forward to the Fund for payroll and declaration purposes the personal data of employees in its employment.
15. The Employer represents and warrants that it acts on its own behalf and interest. The Employer fulfils its obligations pursuant to Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing by completing the standardised form of the Fund.
16. The Parties shall immediately notify each other of any changes in their respective data as specified in this Agreement within 5 working days of the change.
17. This Agreement shall take effect on the day of its execution by the Party signing it later, with consideration to the provisions of section 5 herein. Should this Agreement be dated later than the date when the Employer's contribution begins pursuant to Section 5 above, the Parties shall mutually accept and approve all performance for the period prior to concluding the Agreement. The Parties conclude this Agreement for an indefinite term. The Parties may terminate this Agreement in writing without cause with a 3-month period of notice, subject to the Employer's submission of its Fund member employees' declaration on maintaining their previous membership fee payment commitment or the modification of the relevant amount.
18. In issues not regulated herein Hungarian legislation, in particular, the provisions of the Insurance Fund Act and Act V of 2013 on the Civil Code, shall prevail.
19. This Agreement was drawn up in two identical original counterparts.
20. IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed at the date and place first below written.

DATED: \_\_\_\_\_, .....

\_\_\_\_\_  
Employer's authorised signature

\_\_\_\_\_  
OTP Országos Egészség- és Öngéylező  
Pénztár  
(OTP National Health and Self-Supportive  
Fund)

\_\_\_\_\_  
Legible name