

on the basis of **Act LXXVII of 2013 on Adult Education (Fktv.)** and its implementing decree (**Government Decree 11/2020 (II.7.)**) **FOR PARTICIPANTS on REGISTERED TRAININGS**

Training Institution: Flow Consulting Kft.: Flow Consulting Kft.

Headquarter: 1146 Budapest, Zichy Géza u. 5.

VAT: 11929750-2-42

registration number in the register of adult education providers: B/220/000182

represented by: Zsikla Gábor

1. Training fee: based on the price agreed with the cost bearer

2. Participant commitments:

- Participant agrees to actively participate in the training and assessment process and not to exceed the permitted number of absences.
- Accepts the training timetable and attend the training without undue delays.
- He/she shall not engage in any conduct that would prejudice or harm the rights or legitimate interests of other participants, trainers or the Training Institution (Participant shall be liable for any damage caused in accordance with the rules of the Civil Code).
- The participant shall notify the Training Institution in writing of any changes to his/her personal data during the training course no later than the third working day following the date on which the data change occurs.

3. Training Institution commitments:

- The Training Institution undertakes to provide the material and personnel conditions for the training covered by this contract and to conduct the training to a high standard.
- The Participant shall be informed of the progress of the training group, broken down by days, dates and locations, by number of hours, and of any changes thereto.

4. Consequences of the Participant's breach of contract: If the Participant fails to fulfil all his/her contractual obligations, the Training Institution may exclude the Participant from the training.

5. Consequences of the Training Institution's breach of contract: If, as a result of a demonstrable failure on the part of the Training Institution, the Training Institution fails to start or complete the training or to fulfil all its contractual obligations, the Training Institution shall be liable to repay the part of the training fee paid for which it has ceased to provide training services.

6. Further provisions of the Fktv. on adult education and training:

The adult education relationship is terminated by agreement between the parties. During the suspension, neither party shall have any rights or obligations arising from the adult education relationship.

The adult education contract may be terminated by the participant. Any limitation or exclusion of the right of termination shall be null and void. The adult education contract may be terminated with immediate effect by either party if

- a) the participant becomes medically unfit to continue the training,
 - b) the participant fails to pay arrears despite a request to do so by the adult education provider; or
 - c) the participant has missed more contact hours than the time specified in the training programme without justification.
- The extent of unauthenticated absence is not to be checked, as there is no requirement to draw up a training programme for training courses with notification. Absences will be dealt with in accordance with point 8.

7. Data processing:

- Participant acknowledges that data processing is mandatory for participation in the training.
- The Training Institution may process the data specified in this contract and other data specified in Article 21 (1) of Act LXXVII of 2013 on Adult Education in accordance with the provisions of Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information and 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 (General Data Protection Regulation - GDPR).

- The above data may be used for statistical purposes and may be transmitted in a non-personally identifiable form for statistical purposes and may be transmitted and used free of charge to the Central Statistical Office in a uniquely identifiable form for statistical purposes.
 - The data shall be transmitted to the bodies responsible for monitoring the receipt and use of public or European Union funds. In addition, the Training Institution shall grant access to the Participant's personal data only to bodies authorised to monitor the implementation of the training.
 - Training Institution is obliged to provide statistical data on its adult education activities in accordance with the National Statistical Data Collection Programme.
 - Training institution shall manage the Participant's data until the last day of the eighth year following the conclusion of the adult education contract.
 - By signing this contract, the Participant declares that the Training Institution has provided him/her with adequate information on the purpose, method, storage and retention of his/her personal data and his/her rights in relation to his/her personal data.
8. In order to avoid possible disputes, the Participant and the Training Institution agree to settle any disputes that may arise primarily between themselves - amicably. If this does not lead to a successful outcome, they shall apply to the competent court.
9. In matters not regulated in these GTC, the provisions of the Fktv. and its implementing regulations, as well as the provisions of the Civil Code shall prevail.

Dated: Budapest, 1st September, 2020