

PRIVACY STATEMENT

About the data processing activities relating to the preparation, amendment and termination of the real estate preliminary contract and the related documents

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I. PREAMBLE

The purpose of this special Data Processing Statements (hereinafter Statement) is to provide to the data subjects transparent and clear information about the data processing activities performed by the data controller covering the preparation, amendment and termination of the real estate sale contract and ancillary documents in accordance with General Data Processing Directive of the European Union no. 2016/679/EU (hereinafter: GDPR).

Please be informed that this statement provides a detailed information about data processing relating the preparation, amendment and termination of the real estate contract and the related documents only.

Data Processing activities not mentioned in this Statement are governed by the provisions of the General Data Processing Statement as posted on the website of the Data Controller (www.living.hu), which is also available at the registered seat and public offices of the Data Controller, together with the special and specific data processing statements covering the particular services and activities.

II. THE DATA CONTROLLERS

a) Joint Data Controllers in the LIVING Group of Companies:

Joint Data Controllers in the LIVING Group of Companies:

- 1) LIVING I. Ingatlanfejlesztő Befektetési Alap (*registered seat*: H-095 Budapest, Máriássy utca 7.;
- 2) LIVING II. Ingatlanfejlesztő Befektetési Alap (*registered seat*: H-1095 Budapest, Máriássy utca 7.;
- 3) LIVING III. Ingatlanfejlesztő Befektetési Alap (*registered seat*: H-1095 Budapest, Máriássy utca 7.;
- 4) LIVING IV. Ingatlanfejlesztő Befektetési Alap (*registered seat*: H-1095 Budapest, Máriássy utca 7.;
- 5) PW3 Ingatlanfejlesztő Korlátolt Felelősségű Társaság H-1095 Budapest, Máriássy utca 7.;
- 6) “**LIVING-Szabolcs Kft.**”) (*registered seat*: H-1095 Budapest, Máriássy utca 7.;
- 7) “**ParkWest 2 Kft.**”) (*registered seat*: H-1095 Budapest, Máriássy utca 7.;
- 8) “**V45 Kft.**”) (*registered seat*: H-1095 Budapest, Máriássy utca 7.;
- 9) **LIVING-Service Kft.** (*registered seat*: H-1095 Budapest, Máriássy utca 7.); data controller acting as contact person: (gdpr@living.hu);

Hereinafter jointly referred to as: LIVING Joint Data Controllers or Data Controller

For detailed information about the LIVING Business Group, in particular the definition of the participating controllers, the legal relationship between the joint controllers, the processing of data related to the Business Group, etc., please refer to the General Data Processing Notice available on the Controller's website (<https://downloads.living.hu/files/general-privacy-policy.pdf>)

b) The legal relationship among the joint data controllers in the LIVING Group of Companies and key particulars of the agreement between them in terms of content

The joint Data Controllers have appointed **LIVING-Service Kft.** (registered seat: H-1095 Budapest, Máriássy utca 7.) to keep contact with Data Subjects.

Website:		www.living.hu
Contact data:	e-mail:	info@living.hu
	Phone:	+36-1/808-0888
Contact details of the Data Protection Expert:		gdpr@living.hu

The specific data processing activities relating the preliminary real estate contract of sale is performed by the Data Controller named in the preliminary real estate contract of sale relating the particular construction project (in its capacity as Seller).

The processing of personal data collected in relation to the preliminary real estate contract is performed by shared electronic systems, and the Data Controllers resort to the services of the service providers named herein jointly.

As regards the ancillary services relating to this preliminary contract, LIVING-Service Kft. will contact the data subject.

Responsibility for the fulfilment of obligations arising from data processing is as defined below. Tasks within the scope of obligations arising from data protection laws and regulations will be performed by LIVING-Service Kft., in its capacity as the contact entity selected for the Data Subjects (acting also as the supervisory entity). Data Subjects may exercise their rights they may have in relation to the processing of their personal data by sending a request or complaint to LIVING-Service Kft. (by mail to its address: H-1095 Budapest, Máriássy utca 7., or by email to its email address gdpr@living.hu).

The Joint Data Controllers provide the information relating the preliminary real estate contract of sale jointly to the data subjects as set forth in this joint Statement.

The sharing of responsibility as above for the processing of personal data between the Joint Controllers does not affect the right of Data Subjects to exercise their rights under data protection laws in relation to and against each of the Data Controllers.

III. CIRCUMSTANCES OF DATA PROCESSING RELATING THE PRELIMINARY REAL ESTATE CONTRACT OF SALE

PURPOSE	CATEGORIES OF PROCESSED DATA	LEGAL GROUNDS	RETENTION PERIOD
To ascertain the identity of the data subject before entering into the contract.	Personal ID data necessary for entering into the preliminary contract (birth name, place and date of birth, mother's maiden name of the data subject, address).	To take steps at the request of the data subject before the parties enter into the contract [Article 6 (1)(b) of GDPR]	Until the termination of the preliminary contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting
To ascertain the identity of the client during the term of the preliminary contract.	Personal ID data necessary for entering into the preliminary contract (birth name, place and date of birth, mother's maiden name of the data subject, address).	Fulfilment of the terms of the contract. [Article 6 (1)(b) of GDPR]	Until the termination of the preliminary contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act
To complete the forms necessary for the preparation of the real estate contract (e.g. Form B400).	Tax ID number, personal ID card number, residence card number	Legitimate interest on the part of the Data Controller in preparing the real estate contract. [Article 6 (1)(f) of GDPR]	Until the termination of the final contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act
To maintain contact between the contracting parties to ensure communication between them (before entering into the contract).	Contact data necessary for entering into the preliminary contract (e-mail address, mailing address).	To take the steps as requested by the data subject. [Article 6 (1)(b) of GDPR]	Until the termination of the preliminary contract.
To maintain contact between the contracting parties to ensure communication between	Contact data necessary for entering into the preliminary contract (e-mail address, mailing	Fulfilment of the terms of the contract.	Until the termination of contract.

them (during the term of the contract)	address, phone number).	[Article 6 (1)(b) of GDPR]	
To verify that the purchase price instalment has been duly paid.	Personal data and contract ID number on the bank certificate confirming the transfer or payment of the first, second and third purchase price instalments.	Fulfilment of the terms of the contract. [Article 6 (1)(b) of GDPR]	Until the termination of the preliminary contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act
To apply the legal sanctions related to the exercise of the right to withdraw from the contract and the agreement of termination.	Personal data in the statements related to the withdrawal from the contract and the agreement of termination, as well as the bank account number required for the refund.	Fulfilment of the terms of the contract. [Article 6 (1)(b) of GDPR]	Until the termination of the preliminary contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act
To ensure that a third party enters the contract and to verify the same.	Personal data on the statement about the selection of another Buyer (e.g. nationality, the fact of such selected buyer falls within the range of interested parties or not).	Fulfilment of the terms of the contract. [Article 6 (1)(b) of GDPR]	Until the termination of the preliminary contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act
To verify due performance by a third party.	Personal data on the statement of granting authorisation covering due performance by a third party.	It is the legitimate interest of the Buyer (as third party) to ensure proper fulfilment of the contract. [Article 6 (1)(f) of GDPR]	Until the termination of the preliminary contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act

To verify the outcome of the technical delivery procedure.	Personal data on the minutes of the technical delivery procedure.	Fulfilment of the terms of the contract. [Article 6 (1)(b) of GDPR]	Until the termination of the preliminary contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act
To ascertain the right to proceed before public utility service providers.	The statement granting authorisation to the Data Controller to act before the public utility service providers.	Fulfilment of the terms of the contract. [Article 6 (1)(b) of GDPR]	Until the termination of the preliminary contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act
To ensure compliance with the obligation to ascertain the identity of the client as set forth in the Act LIII of 2017 on the prevention and combating money laundering and terrorism financing.	Categories of data set forth in Articles 7-11 of the Pmt Act	To ensure compliance with the legal obligation set forth in Articles 7-11 of the Pmt Act [Article 6 (1)(c) of GDPR]	Eight years as from the termination of the contract, and ten years in cases defined in the Pmt Act (Articles 56-59 of Pmt).
To transmit data for the purposes of preparation of the real estate contract of sale.	Categories of personal data necessary for the preparation of the real estate contract of sale.	To take the steps at the request of the data subject before the parties enter into the contract [Article 6 (1)(b) of GDPR]	Until the termination of the preliminary contract.
To transmit data required for the escrow clause as a condition for the entry into force of a preliminary contract for the sale of real estate (where the Seller is an investment fund)	Personal data on the preliminary real estate contract of sale	Fulfilment of contract [Article 6 (1)(b) of GDPR]	Until the granting / refusal to grant the permission necessary for the entry into force of the preliminary contract (escrow clause).

participating in joint data controlling activities).			
To transmit data to ensure fulfilment of the contract by the Data Controller (warranty rights and claims arising from guarantee obligations).	ID data and contact data (phone number, email address and mailing address)	Fulfilment of contract [Article 6 (1)(b) of GDPR]	Until the end of the period of compulsory warranty relating to real estates.
To transmit to the project financing credit institution the data required for the project loan as a prerequisite for the execution of the preliminary contract for the sale of real estate.	Personal data on the preliminary real estate contract of sale.	Fulfilment of contract [Article 6 (1)(b) of GDPR]	Until the final real estate contract terminates.
To transmit data to ensure provision of the funds necessary for the fulfilment of the real estate contract of sale to the credit institute providing the funds to the Data Subject (Buyer).	Personal data on the preliminary real estate contract of sale	Fulfilment of contract [Article 6 (1)(b) of GDPR]	Until the final real estate contract terminates.
To transmit data to intermediaries whose involvement is necessary for the proper fulfilment of the contract.	ID data, contact data (address, mailing address, phone number, fax number, e-mail address), and personal data as recorded on the minutes on transfer of possession.	Fulfilment of contract [Article 6 (1)(b) of GDPR]	Until the termination of the preliminary contract.
To transmit data relating to smart home service.	Basic package: name, phone number, e-mail address, mailing address, apartment number	Fulfilment of contract [Article 6 (1)(b) of GDPR]	Until the termination of the preliminary contract.
	Extension: Name, phone number, e-mail address, mailing address, apartment number	Consent of the data subject [Article 6 (1)(c) of GDPR]	Until the consent is revoked, or lacking such revocation, until transmission to a third party.

To record the data as per the compulsory requirements of content under Act CXLI of 1997 on the registration of real estates (Inyt Act) serving as the grounds for registration in the Property Registry.	Categories of data as laid down in Article 32 (1)-(2) of Act CXLI of 1997 on the registration of real estates	To comply with the legal obligation set forth in Articles 32.(1 of the Inyt Act [Article 6 (1)(c) of GDPR]	Until the termination of the preliminary contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act.
To record the compulsory data content of the invoice as set forth in Act CXXVII of 2007 (the VAT Act) on value added tax.	The data content of the invoice as per Article 169 of the VAT Act	To fulfil the legal obligation as per Article 169 of the VAT Act [Article 6 (1)(c) of GDPR]	Until the termination of the preliminary contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act.
To identify the representatives signing the agreement on behalf of the parties and to maintain contact with them	ID data (name), position ascertaining entitlement to act as representative, job profile and contact data.	Legitimate interest on the part of the Data Controller to ensure that the contract is valid and in force [Article 6 (1)(f) of GDPR]	Until the termination of contract.
To ensure compliance with the requirements relating to the contract as to form.	Personal data absolutely necessary for the fulfilment of the terms of the contract, for example name, position ascertaining entitlement to act as representative, job profile and contact data.	Legitimate interest on the part of the Data Controller to ensure that the contract is valid and in force [Article 6 (1)(f) of GDPR]	Until the termination of the preliminary contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act.
To comply with the provisions of the Accounting Act.	Personal data on the documents deemed as accounting documents under the Accounting Act (e.g. contract, invoice).	To fulfil the legal obligation as set forth in Article 169.§ (2)-(3) of the Accounting Act.	Eight years after the termination of the preliminary contract as per Article 169 (1)-(2) of the Accounting Act

		[Article 6 (1)(c) of GDPR]	
To settle legal disputes between the contracting parties.	ID data, contact data and personal data relating to contractual terms being subject to legal disputes.	It is the legitimate interest on the part of the Data Controller to be able to enforce and verify its interest with a view to resolving legal disputes between the parties. [Article 6 (1)(f) of GDPR]	Until the end of the term of the contract, and in case of a legal dispute after this date, until the end of the general statutory limitation as per Act V of 2013 on the Civil Code (5 years).
To verify that the content of the preliminary contract and the related documents have been explained and translated by an interpreter, as a person for authentication, hired by the data subject.	Personal data of the interpreter (name, address, place and date of birth, mother's maiden name), and his/her signature.	It is the legitimate interest on the part of the data controller to verify the validity of statements relating the contract as per Article 6:7 (4) of the Civil Code of Hungary [Article 6 (1)(f) of GDPR]	Until the termination of the preliminary contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act.
To ensure that the preliminary contract or any amendment to it complies with the formal requirements (inclusion in a private document with full probative force).	Identification of the witness as data subject (name, address); signature	It is the legitimate interest on the part of the Data Controller to verify with full probative force that the signatory of the preliminary contract has taken the statement therein included, and accepted and agreed to be bound by the same, until otherwise proven. [Article 6 (1)(f) of GDPR]	Until the termination of the preliminary contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act.

IV. OTHER IMPORTANT INFORMATION AS REGARDS THE ABOVE DATA PROCESSING ACTIVITIES

DATA SUBJECTS INCLUDE:	<ol style="list-style-type: none"> 1) Data subjects having entered into a contract with the Data Controller (buyer, beneficial owner, selected buyer fulfilling the contract in lieu of the buyer) 2) Data subjects having not entered into a contract with the Data Controller (interpreter, <i>ad hoc</i> agent, agent for service of process, witness) 3) Contractual collaborators: representatives of the parties signing the agreement, employees or other collaborators involved in its performance, legal representative.
SOURCE OF DATA:	<ul style="list-style-type: none"> ▪ Data subject (as regards data relating to them); ▪ Buyer, as regards data not pertaining to them, (where the selected Buyer is the data subject); ▪ Dr. Fütty Law Firm (seat: H-1158 Budapest, Apolló utca 42., represented by dr. Fütty Tivadar attorney at law) <ul style="list-style-type: none"> ○ Pursuant to Article 23 (1)(2) of the Pmt., the Data Controller has the right to accept the findings of the identity check performed in relation to the Client by another service provider. To this end, the source of data of the categories of data as set forth in Article 23(2) of the Pmt Act is Dr. Fütty Law Firm, in its capacity as the service provider having performed the client identity check. ○ Dr. Fütty Law Firm has legitimate grounds to collect data and to transmit the same to the Data Controller (in its capacity as an acceptor of the findings of the client identity check), and this right is verifiable. <p>Where the Data Subjects are not the source of the personal data relating to them, the Data Controller must inform the Data Subjects within a reasonable period of time from the date of obtaining the data, but not later than one month, as provided for in Article 14(3)(a) of the GDPR.</p>
PERSONS WITH A RIGHT TO ACCESS DATA	Employees of LIVING with authorisation to use the personal data to the extent it is absolutely necessary in performing their duties.

V. DATA TRANSMISSION AND DATA PROCESSING

The personal data so processed may be delivered other persons (Data Subjects). Data Subjects may include public authorities, authorities, or other entities performing public administrative powers and courts to which data are disclosed under a legal obligation (Article 6(1)(c) of GDPR). Further information on data transmission is available in the General Data Privacy Statement.

The recipient of data transmission may include third party data processing entities who or which handle personal data on behalf of the Data Controller for the purposes specified by such Data Controller under the contract entered into with the Data Controller. The Data Controller resorts to data processing entities who or which provide adequate safeguards for the protection of the personal data.

The Data Controller resorts to the following data processing entities in the context of the real estate preliminary contract:

PROCESSORS	ACTIVITIES
CollabIT Zrt. <i>(registered seat: H-1119 Budapest, Nagyenyed utca 77/C; company reg. number: 01-10-140165)</i>	To operate the SharePoint system for the storage of personal data.
WING Ingatlanfejlesztő és Beruházó Zártkörűen Működő Részvénytársaság <i>(registered seat: H-1095 Budapest, Máriássy utca 7. Co. reg. number: 01-10-042336)</i>	To store personal data
Deloitte Üzletviteli és Vezetési Tanácsadó Zártkörűen Működő Részvénytársaság <i>(registered seat: 1068 Budapest, Dózsa György út 84/C; Co. reg. number: 01-10-044100; Tax ID: 11859633-2-44)</i>	To provide IT services related to the CRM system (customer relationship management system)
identiGO Korlátolt Felelősségű Társaság <i>(registered seat: 1054 Budapest, Honvéd utca 8. 1. em. 2. ajtó; Co. reg. number: 01-09-952872; Tax ID: 23098608-2-41)</i>	To operate the sanctions monitoring system

As regards the real estate preliminary contract, the Data Controller transmits the categories of personal data specified below to the following recipients. Further circumstances relating to data transmission (e.g. purpose, retention period, etc.) are described in detail in Section IV of this Statement.

RECIPIENT OF DATA TRANSMISSION	CATEGORIES OF TRANSMITTED DATA	LEGAL GROUNDS OF DATA TRANSMISSION
Dr. Fütty Law Firm (<i>seat: H-1158 Budapest, Apolló utca 42., represented by dr. Fütty Tivadar attorney at law</i>)	Categories of personal data necessary for the preparation of the real estate contract of sale.	To take the steps at the request of the data subject before the parties enter into the contract [Article 6 (1)(b) of GDPR]

<p>KH Bank - Kereskedelmi és Hitelbank Zártkörűen Működő Részvénytársaság</p> <p><i>(registered seat: H-1095 Budapest, Lechner Ödönfasor 9.; co. reg. number: 01-10-041043)</i></p>	<p>Personal data on the real estate contract of sale.</p>	<p>Fulfilment of contract</p> <p>[Article 6 (1)(b) of GDPR]</p>
<p>General contractor and its subcontractor, the first appointed joint property manager of the particular condominium (to be named for each project)</p>	<p>ID data and contact data (phone number, email address and mailing address)</p>	<p>Fulfilment of contract</p> <p>[Article 6 (1)(b) of GDPR]</p>
<p>Project financing Bank</p> <p><i>(The bank having concluded a project financing credit contract with the Data Controller as regards the particular project: for example in case of the project of ParkWest 2 Kft., it is CIB Bank Zrt.; seat: H-1027 Budapest, Medve u. 4-14., tax number: 10136915-4-44, company reg. no.: 01-10-041004.). The name of the project financing Bank for the particular project is set forth in the preliminary contract for the particular project.</i></p>	<p>Personal data on the preliminary real estate contract.</p>	<p>Fulfilment of contract</p> <p>[Article 6 (1)(b) of GDPR]</p>
<p>The credit institute having provided funds for the Data Subject (Buyer).</p> <p><i>(The credit institute having entered into contract with the data subject with a view to obtaining credit).</i></p>	<p>Personal data on the preliminary real estate contract.</p>	<p>Fulfilment of contract</p> <p>[Article 6 (1)(b) of GDPR]</p>
<p>Boston Technologies Korlátolt Felelősségű Társaság</p> <p><i>(registered seat: H-1015 Budapest Hattyú utca 18. 3. em. 5.; tax ID number: 14418321-2-41, co. reg. number: 01-0992980. hatvani.zilia@immonova.hu)</i></p>	<p>In relation to the basic package: name, phone number, e-mail address, mailing address, apartment number</p>	<p>Fulfilment of contract</p> <p>[Article 6 (1)(b) of GDPR]</p>
	<p>In relation to the extension of the smart home service (system), name, phone number, e-mail address, mailing address, apartment number</p>	<p>Consent of the data subject</p> <p>[Article 6 (1)(c) of GDPR]</p>

VI. THE RIGHTS OF DATA SUBJECTS

Pursuant to Articles 15-22 of the GDPR, Data Subjects may:

- a) seek access to their personal data;
- b) seek rectification of their personal data;
- c) seek erasure of their personal data;
- d) seek restrictions on the use of their personal data;
- e) seek data portability;
- f) object to the processing of their personal data based on the legitimate interest of the Data Controller;
- g) seek to be excluded from the scope of decisions passed exclusively in automated decision-making.

In addition to the above, the data subject may also:

- a) lodge a complaint to the Data Controller in relation to the data processing performed by such Data Controller, and
- b) lodge a complaint to the competent supervisory authority or may resort to court.

This chapter specifically summarises the specific rights of Data Subjects in relation to the processing of data relating to a preliminary contract for the sale of real estate. Further information on the additional Data Subject rights that may be exercised in the context of data processing and the details of their exercise can be found in the General Data Privacy Statement, which is available on the website of the Data Controller(<https://downloads.living.hu/files/general-privacy-policy.pdf>).

VII. REMEDIES

As set forth in the General Data Privacy Statement, Data Subjects may lodge a complaint in relation to the data processing performed by such Data Controller.

The Data Controller suggests that Data Subjects first lodge their complaint to the Data Controller before initiating a court action.

Data Subjects may lodge a complaint regarding the processing of their personal data with the National Authority for Data Protection and Freedom of Information (NAIH - 1055 Budapest, Falk Miksa utca 9-11.; postal address: H-1363 Budapest 9.; e-mail: ugyfelszolgalat@naih.hu; phone: +36 (30) 683-5969, +36 (30) 549-6838; +36 (1) 391 1400; Fax: +36 (1) 391-1410), or you may also resort to a court with jurisdiction as per your residence address.

VIII. MISCELLANEOUS PROVISIONS

This Statement, and all content herein is protected by copyright and all related rights are held by the Data Controller, and this content may be used subject to preliminary approval from the Data Controller in writing.

This Data Protection Statement is governed by Hungarian law. Matters not regulated herein are primarily governed by the provisions of GDPR and other relevant Hungarian laws.