**PRIVACY STATEMENT**

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

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## I. PREAMBLE

The purpose of this special Data Privacy Statement (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 Privacy 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 Property Development Investment Fund (*registered seat: H-1095 Budapest, Máriássy utca 7.);*
2) LIVING II Property Development Investment Fund (*registered seat: H-1095 Budapest, Máriássy utca 7.);*
3) LIVING III Property Development Investment Fund (*registered seat: H-1095 Budapest, Máriássy utca 7.);*
4) LIVING IV Property Development Investment Fund (*registered seat: H-1095 Budapest, Máriássy utca 7.);*
5) LIVING V. Ingatlanfejlesztő Befektetési Alap (*registered seat:* 1095 Budapest, Máriássy utca 7.);
6) LIVING VII. Ingatlanfejlesztő Befektetési Alap (*registered seat:* 1095 Budapest, Máriássy utca 7.);
7) PW3 Ingatlanfejlesztő Korlátolt Felelősségű Társaság *(registered seat: H-1097 Budapest, Albert Flórián út 10.);*
8) LIVING-Szabolcs Kft. (*registered seat: H-1097 Budapest, Albert Flórián út 10.);*
9) ParkWest 2 Kft. (*registered seat: H-1097 Budapest, Albert Flórián út 10.);*
10) V45 Kft. (*registered seat: H-1097 Budapest, Albert Flórián út 10.);*
11) PARK WEST Four Ingatlanfejlesztő Korlátolt Felelősségű Társaság (*registered seat*: *1097 Budapest, Albert Flórián út 10.*);
12) **LIVING-Service Kft.** *(*registered seat: *H-1097 Budapest, Albert Flórián út 10.);* 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-1097 Budapest, Albert Flórián út 10.) 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 real estate contract of sale is performed by the Data Controller named in the real estate contract of sale relating the particular construction project (in its capacity as Seller).

The personal data collected in the context of the real estate sales contract are processed by common electronic systems, and the Data Controllers jointly use the data processors identified in this Statement.

LIVING-Service Ltd. will contact the data subject in connection with the additional service related to this contract.

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-1097 Budapest, Albert Flórián út 10., or by email to its email address gdpr@living.hu.

The Joint Controllers must jointly provide the information on the contract for the sale of immovable property to the data subjects in the form of this (joint) Privacy 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 law in relation to and against each of the controllers.

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

| PURPOSE | CATEGORIES OF PROCESSED DATA | LEGAL GROUNDS | RETENTION PERIOD |
|---|---|---|---|
| To comply 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) | Compliance with the legal obligation set forth in Articles 7-11 of the Pmt Act).<br><br>[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 (Article 56-59 of Pmt). |
| To fulfil the obligation under Article 3(6) of Act LII of 2017 on the Implementation of Financial and Asset-related Restrictive Measures Ordered by the European Union and the UN Security Council (application of screening system). | Data managed as per Article 19 (4) of Decree no. 2/2021. (II. 2.) PM on the detailed rules for the development and operation of a screening system for certain non-financial service providers subject to the legislation on the prevention and combating of money laundering and terrorist financing, and on the minimum requirements for the implementation of Act LII of 2017 on the implementation of financial and property restrictive measures imposed by the European Union and the United Nations Security Council (data managed with a view to comparison of client file personal data with data of persons listed in Legal Acts of the European Union and in the resolutions passed by the Security Council of the United Nations). | Fulfilment of the obligation as set forth in Article 3(6) of the Kit Act and Article 19(4) of the Pmt Act.<br><br>[Article 6 (1)(c) of GDPR] | Eight years from the completion of the check.<br><br>[Article 3(6) of the Kit Act and Article 19(4) of the Pmt Act] |
| To transmit data for the purposes of preparation | Categories of personal data necessary for the | To take the steps at the request of he data subject before | Until the termination of contract. |

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| of the real estate contract of sale.[1] | preparation of the real estate contract of sale. | the parties enter into the contract.<br><br>[Article 6 (1)(b) of GDPR] | |
| To ascertain the identity of the client before entering into the contract. | Personal ID data necessary for entering into the contract (birth name, place and date of birth, mother's maiden name of the data subject, address). | To take the steps at the request of the data subject before the parties enter into the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |
| To ascertain the identity of the client during the term of the contract. | Personal ID data necessary for entering into the contract (birth name, place and date of birth, mother's maiden name of the data subject, address). | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of 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 contract (e-mail address, mailing address, phone number. | To take the steps as requested by the client.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract. |
| To maintain contact between the contracting parties to ensure communication between them (during the term of the contract) | Contact data necessary for entering into the contract (e-mail address, mailing address, phone number. | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract. |
| To confirm payment of the purchase price instalment. | Personal data and contract ID number on the bank certificate confirming the transfer or payment of the | To fulfil the terms of the contract. | Until the termination of contract, and then for eight years |

[1] The recipients of data transmission are defined in detail in Section 5 of this Statement.

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| | first, second and third purchase price instalment. | [Article 6 (1)(b) of GDPR] | 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 the VAT Act. | To fulfil the legal obligation as per Article 169 of the VAT Act.<br><br>[Article 6 (1)(c) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |
| To pay the purchase price from the sources claimed by the person concerned (home purchase loan, home purchase loan, home purchase subsidy, tax refund subsidy, home savings and other similar forms of support). | Personal data processed in relation to the sources of funds used by the data subject (e.g. Name of financial institute having provided the funds, the sum of the funds so obtained, and relates legal statements[2]). | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |
| 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).[3] | Personal data as in the contract. | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract. |
| To verify fulfilment by third party (person disposing over the purchase price in his/her capacity as actual owner). | Personal data on the statement supporting ownership status of the third party (for example on client identification form). | It is the legitimate interest of the buyer (as third party) to ensure proper To fulfil the terms of the contract. | Until the termination of contract, and then for eight years after the termination of contract as per |

[2] *The declaration must contain the personal data required by the credit institution to receive the aid (relationship between the persons concerned, marital status, names of relatives, etc.).*

The recipients of data transmission are defined in detail in Section 5 of this Statement.

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| | | [Article 6 (1)(f) of GDPR] | Article 169 (1)-(2) of the Accounting Act. |
| To transmit data to intermediaries whose involvement is necessary for the proper To fulfil the terms of the contract. | ID data, contact data (name, address, mailing address, phone number, e-email address), and personal data as recorded on the minutes on transfer of possession. | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract. |
| To declare the consent (or any declaration of rights facilitating the exchange of rankings) required for the exchange of rankings under the contract, and the waiver of the right of first refusal on behalf of the persons concerned (Buyers), by proxy. | Personal data on the relevant form necessary for their validity (for example name, place of birth, date of birth, address). | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of 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. | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |
| To verify the completion of the procedure for the transfer of possession (and the oral statements therein voiced). | Personal data as in the minutes on the transfer of possession. | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |
| To prove that the parties have fulfilled their contractual | Personal data as on the separate statement. | To fulfil the terms of the contract. | Until the termination of contract, and then |

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| obligations at the time of the transfer and that they have no claims against each other. | | [Article 6 (1)(b) of GDPR] | for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |
| To ascertain the right to take over possession. | Personal data on the deed of full probative force (for example power of attorney). | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of 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 personal data contained in the declaration authorising the Data Controller to act on behalf of the public utility service provider or, failing this, in the relevant clause of the contract. | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |
| To record the data as per the compulsory requirements of content under Act CXLI of 1997 on the registration of real estates 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 (for example personal ID data) (hereinafter: Inyt Act) | To comply with the legal obligation set forth in Articles 32.(1 of the Inyt Act))<br><br>[Article 6 (1)(c) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |
| To submit the application for registration in the real estate registry in accordance with the provisions of Decree no. 109/1999. (XII. 29.) FVM on the implementation of Ac CXLI of 1997 on the | Data specified in Annex I of the decree of the Ministry of Agriculture and Rural Development | To fulfil the obligation as laid down in Article 60(1) of the FMV decree<br><br>[Article 6 (1)(c) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) |

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| registration of real estates. | | | of the Accounting Act. |
| To transmit the application for the registration in the real estate registration to the competent real estate authority (Land Registry).[4] | Data specified in Annex I of the decree of the Ministry of Agriculture and Rural Development | To fulfil the obligation as laid down in Annex I of the FMV decree<br><br>[Article 6 (1)(c) of GDPR] | To complete the real estate registration procedure (to record the title to the property in the name of the buyer in the real estate registry) |
| Abeyance as per Article 47/A(1)b) of the Inyt Act, and the registration of title to the property in the name of the buyer, wih concurrent termination of title in the name of the seller). | Personal data as in the consent to registration. | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |
| To deposit the consent for registration with the attorney at law having drafted the contract[5] | Personal data as in the consent for registration. | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | To complete the real estate registration procedure (to record the title to the property in the name of the buyer in the real estate registry) |
| To forward the consent for registration to the real estate authority (Land Register)[6] | Personal data as in the consent for registration. | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | To complete the real estate registration procedure (to record the title to the property in the name of the buyer in the real estate registry) |

[4] The recipients of data transmission are defined in detail in Section 5 of this Statement.
The recipients of data transmission are defined in detail in Section 5 of this Statement.

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| To release the consent for registration from the deposit.[7] | Personal data on the document confirming payment of the purchase price in full. | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | To complete the real estate registration procedure (to record the title to the property in the name of the buyer in the real estate registry) |
| To complete the forms required for the declaration of the acquisition of immovable property (to establish entitlement to a reduction in or exemption from the payment of the levy). | Personal data on the form (e.g. tax identification number, identity card number, address card number. | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |
| To transmit data to ensure fulfilment of the contract by the Data Controller (warranty rights and claims arising from guarantee obligations).[8] | ID data and contact data (phone number, email address and mailing address) | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the end of the period of compulsory warranty relating to real estates. |
| To issue the consent of termination of the mortgage, the prohibition on sale and encumbrance, and right of purchase (in relation to the permitted burden) | Personal data as in the contract. | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | To delete the permitted burdens. |
| To exercise the right of representation relating the settlement zoning contract | Personal data necessary for the validity of the power of attorney (to be entered thereon) | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) |

The recipients of data transmission are defined in detail in Section 5 of this Statement.
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| | | | of the Accounting Act. |
| To apply the legal sanctions relating the exercise of the right to withdraw from the contract and the agreement of termination. | Personal data in the statements relating withdrawal from the contract and the agreement of termination. | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |
| To identify the natural persons (non-contracting parties) designated in the contract as contact persons, authorised to represent the contractor and to assist in the performance of the contract, and contacting them for the purpose of preparing and performing the contract. | 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 appropriate communication and administration for the purposes of the contract.<br><br>[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.<br><br>[Article 6 (1)(f) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |
| To verify that the content of the 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. | 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. | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |

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| | | [Article 6 (1)(f) of GDPR] | |
| To settle legal disputes between the contracting parties. | Identifying data, contact details, personal data relating to the contractual circumstances of the dispute (images, documents sent by the client; recorded content of communications with the client). | 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..<br><br>[Article 6 (1)(f) of GDPR] | Until the end of the term of this 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 comply with the provisions of the Accounting Act. | Personal data on the documents deemed as accountin 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.<br><br>[Article 6 (1)(c) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |
| To transmit data required for the escrow clause as a condition for the entry into force of the contract for the sale of real estate (where the Seller is an investment fund participating in a common fund management). | Personal data on the real estate contract of sale. | To fulfil the terms of the contract.<br><br>[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). |
| To verify that the foreign legal person or foreign natural person has a permit issued by the competent government office pursuant to Section 1/A (2) of Act LXXVIII of 1993 on Certain Rules for the Lease and Disposal of Dwellings and Premises (“Housing | Personal data indicated in the application for the acquisition of real estate (with the content of Annex 1 of the Government Decree No. 251/2014 (X. 2.) on the acquisition of real estate by foreigners of real estate not classified as agricultural and forestry land ("Government Decree")). | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | Until the termination of contract, and then for eight years after the termination of contract as per Article 169 (1)-(2) of the Accounting Act. |

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| Act"). | | | |
| To trasmit data for the purposes of registration of the title to the real estate in the name of the Buyer. | Personal data on the request for consent to acquire real estate (with content specified inhte government decree). | To fulfil the terms of the contract.<br><br>[Article 6 (1)(b) of GDPR] | To complete the real estate registration procedure (to record the title to the property in the name of the buyer in the real estate registry) |

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

| | |
|---|---|
| **DATA SUBJECTS INCLUDE:** | 1) Data subjects having entered into a contract with the Data Controller (Buyer, beneficial owner);<br>2) Data subjects having not entered into a contract with the Data Controller (interpreter, ad hoc agent, agent for service of process, witness actual beneficial owner, agent authorised to take possession of real estate)<br>3) Contractual collaborators: representatives of the parties signing the agreement, employees or other collaborators involved in its performance, legal representative. |
| **SOURCE OF DATA** | ▪ Data subject (as regards data relating to them);<br>▪ Buyer as regards data not relating to them (e.g. actual owner);<br>▪ Dr. Fütty Law Firm (seat: H-1158 Budapest, Apolló utca 42., represented by dr. Fütty Tivadar attorney at law)<br>o 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.<br>o 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.<br><br>Where the data subjects are not the source of the personal data relating to them, the Data Controller shall 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. |
| **PERSONS WITH A RIGHT TO ACCESS DATA** | Employees of LIVING with authorisation to use the perosnal 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 contract of sale:

| PROCESSORS | ACTIVITIES |
|---|---|
| CollabIT Zrt.<br><br>*(registered seat: 1119 Budapest, Nagyenyed utca 77/C; company reg. number: 01-10-140165)* | To operate the SharePoint system for the storage of personal data. |
| WING Ingatlanfejlesztő és Beruházó Zártkörűen Működő Részvénytársaság<br><br>*(registered seat: H-1097 Budapest, Albert Flórián út 10., Co. reg. number: 01-10-042336)* | To store personal data |
| Attention CRM Consulting Kft.<br><br>*(registered seat: 1075 Budapest, Madách Imre út 13-14., Tax ID: 23350849-2-42)* | To provide IT services related to the CRM system (customer relationship management system) |
| identiGO Korlátolt Felelősségű Társaság<br><br>*(registered seat: 1054 Budapest, Honvéd utca 8. 1. em. 2. ajtó; Co. reg. number: 01-09-952872; Tax ID: 23098608-2-41)* | To operate the sanctions monitoring system |

As regards the real estate 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 III of this Statement. After the data is transmitted, the third party recipients herein specified are regarded as independent data controllers in the context of the processing of personal data so transmitted, and thereafter the liability for such data processing will rest with them.

| RECIPIENT OF DATA TRANSMISSION | CATEGORIES OF TRANSMITTED DATA | LEGAL GROUNDS OF DATA TRANSMISSION |
|---|---|---|
| Dr. Fütty Law Firm *(seat: H-1158 Budapest, Apolló utca 42., represenetd by dr. Fütty Tivadar attorney at law)* | Categories of personal data necessary for the preparation of the real estate contract of sale. | To take the steps at the request of he data subject before the parties enter into the contract<br>[Article 6 (1)(b) of GDPR] |
| Dr. Fütty Law Firm *(seat: H-1158 Budapest, Apolló utca 42., represenetd by dr. Fütty Tivadar attorney at law) in his capacity as a depositee* | Personal data as in the consent to registration. | To fulfil the terms of the contract.<br>[Article 6 (1)(b) of GDPR] |
| KH Bank - Kereskedelmi és Hitelbank Zártkörűen Működő Részvénytársaság<br>*(registered seat: H-1095 Budapest, Lechner Ödön fasor 9.; co. reg. number: 01-10-041043)* | Personal data on the real estate contract of sale. | To fulfil the terms of the contract.<br>[Article 6 (1)(b) of GDPR] |
| General contractor and its subcontractor, the first appointed join property manager of the particular condominium (to be named for each project). | ID data and contact data (phone number, email address and mailing address) | To fulfil the terms of the contract.<br>[Article 6 (1)(b) of GDPR] |
| Project financing Bank<br>*(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.)* | Personal data on the real estate contract of sale. (Particularly the fact that the real estates are financed by another bank). | To fulfil the terms of the contract.<br>[Article 6 (1)(b) of GDPR] |

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| The credit institute having provided funds for the data subject (buyer).<br>*A credit institution that has a contractual relationship with the recipient for the purpose of disbursing the resource (home purchase loan, home purchase loan, home purchase subsidy, tax refund subsidy, home savings and other similar forms of assistance).* | Personal data on the real estate contract of sale. | To fulfil the terms of the contract.<br>[Article 6 (1)(b) of GDPR] |
| The land registration authority with competence to pursue and complete the procedure for the registration of title to the real estate (the land registry department of the government office). | Personal data on the documents necessary for the procedure for the registration of title to the real estate (e.g. Application for registration in the land registry, consent for registratio application for the permit to acquire real estaete). | To fulfil the terms of the contract and legal obligations.<br>[Article 6 (1)(b)-(c) of GDPR] |

## 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 date 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.

The data subject 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: 1363 Budapest, Pf.: 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.

**Effective from: 09.21.2026**