

INFORMATION CONCERNING HANDLING OF DATA

1, Preamble

For **TRENDO Invest Ingatlanfejlesztő Korlátolt Felelősségű Társaság** {TRENDO Invest Real Estate Development Limited Liability Company} (registered office: Szabadság tér 7, 1054 Budapest, Hungary; incorporation number: 01-09-284862) as Data Controller (hereinafter referred to as '**Data Controller**'), respecting or enforcing any rights of its customers or of any other natural entities involved (hereinafter referred to as Customer or 'Other involved party', hereinafter jointly referred to '**Involved Party**') concerning the processing of data is of major concern.

With regard to any handling, registering, processing and forwarding of any personal data of Involved Party, Data Controller shall act in compliance with the Act CXII of 2011 on information self-determination and freedom of information (hereinafter referred to as 'Information Act'), as well as with any other legal stipulations on data protection. Also, Data Controller shall process data of entities only that have a customer relationship with Data Controller.

2, Definitions

Involved Party: 'Involved Party' shall mean any natural entity that is defined and identified by personal data or that can, directly or indirectly, be identified.

Personal data: 'Personal data' shall mean any data that may be related to Involved Party and, in particular, the name and identifier of Involved Party, as well as any one piece or any pieces knowledge typical for her/his physical, physiologic, mental, financial, cultural or social identity, as well as any conclusions that can be derived from the data and that relates to Involved Party.

Consent: 'Consent' shall mean any voluntary and firm expression of the will of Involved Party that is based on appropriate information and by which Involved Party unmistakably agrees to the handling, either full-scale or limited to certain operations, of any personal data concerning her/him.

Objection: 'Objection' shall mean Involved Party's any statement including any complaint concerning the handling of her/his personal data, as well as any request to stop processing any data or to delete any data handled.

Data Controller: 'Data Controller' shall mean any natural entity or any legal entity or any organisation with no legal entity that determines the purpose of handling the data, makes and implements the decisions concerning the processing of the data (including the device use) or that makes the Data Processor assigned by it implement such decisions.

Processing of data: 'Processing of data' shall, irrespective of the procedure applied, mean any operation or the totality of operations made concerning the data and, in particular, any collection, capturing, recording, arrangement, storage, change, use, querying, forwarding, disclosure, synchronisation or connection, blocking, deletion or demolition of data, as well any hindering of any further use of the data, as well as making any photo, voice or video recording.

Forwarding of data: 'Forwarding of data' shall mean making any data available to any defined third party.

Disclosure: 'Disclosure' shall mean making any data available to anyone.

Deletion of data: 'Deletion of data' shall mean making the data unrecognizable in a way that they can't be restored any more.

Destroying of data: 'Destroying of data' shall mean the full physical demolition of the data carrier containing the data.

Data processing: 'Data processing' shall mean performing any technical tasks related to data operations regardless of the method or apparatus used for the operations, as well as of the place of application provided that such technical tasks are performed on the data.

Data Processor: 'Data Processor' shall mean any natural entity or any legal entity or any organisation with no legal entity that, pursuant to any agreement with Data Controller, including any agreements entered into pursuant to any laws, processes any data.

Data stock: 'Data stock' shall mean the totality of any data handled under same registration.

Data protection incident: 'Data protection incident' shall mean any illegal handling or processing of any personal data and, in particular, any unauthorised access, change, transmission, disclosure, deletion or demolition, as well as any accidental destruction or damage.

3, Principles of Processing of Data

3.1 Any personal data may be handled for a certain purpose i.e. for exercising a right or fulfilling an obligation only. In all phases of processing the data, such processing shall be in concert with the purpose of processing the data. Any data shall be captured and handled in a fair and legitimate way.

3.2 Only personal data that are essential for achieving the goal of data processing and that are capable for reaching such goal may be handled. Any personal data may be handled to an extent and for a period required for achieving such goal only.

3.3 Any personal data shall, during data processing, retain their such quality as long as their relation to the Involved Party can be restored. A relation to Involved Party may be restored if Data Controller is in the possession of the technical requisites that are necessary for restoration.

3.4 During the processing of the data, the accuracy, the entirety and, if necessary with regard to the purpose of data processing, the actuality of the data shall be ensured. Also, it shall be ensured that Involved Party can be identified for a period of time only that is essential with regard to the purpose of data processing.

4, Legal Title of Data Processing

4.1 Any personal data may be handled only if

- Involved Party has agreed to such handling, or
- such handling has been ordered by any law or, based on any law or any empowerment by any law, by any local government decree, for any purpose based on any public interest (hereinafter referred to as 'mandatory data processing'), or
- obtaining consent by Involved Party is impossible or would cause unfair costs and handling the personal data is necessary for meeting Data Controller's any legal obligation or for the enforcement of any rightful interests of Data Controller or of any third party and

the enforcement of such interest is proportionate to limiting any rights related to the protection of any personal data.

4.2 In the event of that a personal data has been captured upon consent by Involved Party, Data Controller may, unless stipulated otherwise by any law, handle any data captured for the purpose of meeting his legal obligation or for the enforcement of her own rightful interests of or the rightful interests of any third party and, provided that the enforcement of such interest is proportionate to the limitation of any rights related to the protection of personal data, without any additional consent and even after the withdrawal of consent by Involved Party.

5, Purpose of Data Processing

Purpose of data processing by Data Controller:

- sales of the real estate properties offered for sale on the <http://csillaghegy-residence.hu> internet site;
- sharing information to Involved Parties on the services provided by Data Controller;
- making quotations for Involved Parties;
- liaising with Involved Parties;
- answering the questions submitted by the Involved Parties;
- administration work related to above tasks.

6, Scope of Data Handled

6.1 Data Controller shall be entitled to handling the following data provided voluntarily by Involved Party for the purpose of customer service:

- name;
- e-mail address;
- telephone number.

6.2 Involved Party shall express its consent to handling her/his data by voluntarily providing above data on the <http://csillaghegy-residence.hu> internet site, as well as by using this internet site. consent by Involved Party shall, in particular, include her/his consent concerning collecting, capturing, recording, arranging, storing, using, deleting or destroying data.

7. Term of Data Handling

Data Controller shall be entitled to handling any personal data of Involved Party maximum during the existence of the contractual relationship between Data Controller and Involved Party in the case of data handling based on consent by Involved Party and, in the case of that no contractual relationship exists, for a period of maximum five (5) years from the date of recording the respective data however, within this period, maximum until Involved Party withdraws her/his consent.

8, Processing of Data

8.1 The rights and obligations concerning the processing of personal data of the Data Processor assigned by Data Controller shall be determined by Data Controller in compliance with the Information Act, as well as with the specific laws on the processing of data. Data Controller shall be held liable for the compliance of its instructions.

8.2 Data Processor may make no any substantial decisions concerning the processing of the data, may process any personal data made known to her according to Data Controller's instructions only, may perform no any data processing for own purposes and shall store and keep any personal data in accordance with Data Controller's instructions.

8.3. Any agreements concerning data processing shall be in writing. No any organisations involved in any of Data Controller's business activities may be contracted for data processing.

9. Data Security

9.1 Data Controller shall plan and implement any of its operations concerning data handling in a way that the protection of Involved Party's privacy shall be ensured while applying any stipulations of the Information Act or any other rules on data handling.

9.2 Data Controller and, during its respective activities, Data Processor shall ensure the security of the data and shall take any and all technical and organisational measures and shall set up any and all procedural rules that are necessary for the enforcement of the provisions of the Information Act, as well as of any other rules on the protection of data and secrets.

9.3 Data Controller shall, by appropriate measures, protect any data against, in particular, unauthorised access, change, transmission, disclosure, deletion or demolition, as well as any accidental destruction or damage and inaccessibility due to any change of the technology used.

9.4 For the purpose of protecting the data stocks handled electronically in various records, Data Controller shall, by using an appropriate technical solution, ensure that no any data stored in the record can, unless allowed by any law, be directly connected or assigned to Involved Party.

9.5 While determining and applying any measures to ensure data security, Data Controller and Data Processor shall take into consideration the actual level of technology. In the event of that several solutions are available for data handling, the solution allowing the highest level of protection of the personal data shall be selected unless such solution would cause unfair difficulties to Data Controller.

10, Obligation to Inform

10.1 By using this 'INFORMATION CONCERNING HANDLING OF DATA' document, Data Controller hereby informs Involved Party on any facts concerning the handling of her/his personal data so that the consent given for data handling is voluntary, expressed and clear, as well as that such consent is based on proper information. This 'INFORMATION CONCERNING HANDLING OF DATA' document may be read by Involved Party on the <http://csillaghegy-residence.hu> internet site and may accept this document by ticking the box next to the information document.

10.2. While using Data Controller's internet site, any technical information sent by the browser engine used by Involved Party are stored in Server Log files. On the <http://csillaghegy-residence.hu> internet site, an anonymous visitor identification (cookie) is used. This anonymous visitor identification means an individual set of signals that can be used for identification or for storing profile information that are placed by the service providers in the computers of the visitors. Since the complete IP address is not stored during the use of cookies, such sets of signals alone can in no ways be used for identifying Involved Party i.e. the visitor. They can be used for identifying the visitor's computer only. No any names, e-mail addresses or any other personal information are required to be provided and any data are exchanged between the computers only.

11, Rights of Involved Party & Legal Remedy

11.1 Involved Party may request information from Data Controller about the handling of her/his personal data, may request the correction of her/his personal data, as well, with the exception of mandatory data handling, the deletion or blocking of her/his personal data.

11.2 Upon request by Involved Party, Data Controller shall provide information on any data handled by Data Controller with regard to Involved Party, as well as on her/his data processed by the Data Processor assigned by Data Controller, on the source of such data, on the purpose, legal title and duration of data handling, on the name and address of the Data Processor, on Data Processor's activities related to data handling, as well as, if Involved Party's personal data are forwarded, on the legal title and the recipient of such data forwarding.

11.3 Upon Involved Party's expressed request in this regard, Data Controller shall provide information within the shortest possible time from the submission of the request, within maximum twenty-five days, in writing and in a form that is understandable to everybody.

11.4 Providing the information shall be free of charge in the event of that the party requesting the information submitted no request for information on the same scope of data in the actual year to Data Controller. Else, cost reimbursement may be requested. Data Controller may refuse providing information to Involved Party in the cases as per stipulated in the Information Act only.

11.5 In the event of that providing the information is refused, Data Controller shall inform Involved Party in writing as to with reference to which stipulation of the Information Act providing the information is being refused. In the event of that providing the information is refused, Data Controller shall inform Involved Party about the available remedies via court, as well as about the option of remedying via complaint to the Hungarian National Authority for Data Protection and Freedom of Information (Nemzeti Adatvédelmi és Információszabadság Authority, registered office: Szilágyi Erzsébet fasor 22/c, 1125 Budapest, Hungary, hereinafter referred to as 'Authority').

11.6 In the event of that any personal data is untrue and the true personal data is available to Data Controller, such personal data shall be corrected by Data Controller.

11.7 Any personal data shall be deleted in the event of that

- the handling of such personal data is illegal;
- such deletion has been requested by Involved Party (except for that the data handling is based on any mandatory legal provision);
- such personal data is incomplete or incorrect and such status can't be remedied legally provided that such deletion is allowed by any law;
- the purpose of data handling does not any more exist or the deadline as per stipulated in laws for data storage has expired;
- such deletion has been ordered by any court or by the Authority.

11.8. Data Controller shall not delete the personal data but block them in the event of that Involved Party requests so or in the event of that it can, based on the available information, be assumed that such deletion would harm Involved Party's rightful interests. Any personal data blocked in such way can be handled as long as the purpose of data handling that excludes the deletion of the personal data exists only.

11.9 Data Controller shall mark the personal data handled by him in the event of that Involved Party questions their correctness or accuracy and the incorrectness or inaccuracy of the disputed personal data can't clearly be stated.

11.10 Involved Party, as well as all those to whom the data have been forwarded for data handling shall be notified on any such correction, blocking or deletion. No notification is necessary if Involved Party's rightful interests are not injured with regard to the purpose of data handling.

11.11 In the event of that Data Controller fails to fulfilling Involved Party's request concerning correction, blocking or deletion, Data Controller shall, within twenty-five (25) days from receipt of the request, inform Involved Party about the factual and legal reasons of refusing the request concerning correction, blocking or deletion in writing or, if approved by Involved Party, electronically. In the event of refusing the request concerning correction, blocking or deletion, Data Controller shall inform Involved Party about the available remedies via court and via contacting the Authority.

11.12 Involved Party shall be entitled to submitting a complaint against handling her/his personal data

- in the event of that any handling or any forwarding of the personal data are necessary exclusively for meeting the legal obligation concerning Data Controller or for enforcing any rightful interest of Data Controller or any data recipient or any third party except for any mandatory data handling;
- in the event of that the personal data are used or forwarded for the purpose of direct revenue generation, public opinion polls or scientific research; as well as
- in any other cases as per stipulated by any law.

11.13 Data Controller shall, as soon as possible upon submission of the complaint and within maximum fifteen (15) days, examine the complaint, shall make a judgement whether the complaint is justified and shall notify the complaining party in writing.

11.14 In the event of that Data Controller judges that Involved Party's complaint is justified, Data Controller shall stop handling the data and, also, shall stop capturing and forwarding additional data, shall block the data and shall notify all those to whom Involved Party's any personal data affected by the complaint were forwarded before and who are obliged to taking measures for enforcing the right of complaining about the complaint, as well as about the measures taken on the basis of such complaint.

11.15 In the event of that Involved Party disagrees Data Controller's decision or Data Controller fails to examine the complaint within fifteen (15) days, Involved Party may, within thirty (30) days from the notification on the decision or from the last day of the deadline, go to court. Any judgement shall be made by the court. The proceedings may, at Involved Party's discretion, be filed at the court competent either by Involved Party's domicile address or by Involved Party's address of residence.

11.16 Data Controller shall reimburse any damages caused to any party by the illegal handling of Involved Party's data or by not meeting any requirements concerning data security. In the event of that Data Controller, by the illegal handling of Involved Party's data or by not meeting any requirements concerning data security, harms any rights of any other involved parties, Involved Party may claim compensation from Data Controller. Data Controller shall be held liable towards Involved Party for any damages caused by Data Processor and also for any compensations due to Involved Party for breaching privacy rights by Data Processor. Data Controller shall not be held

liable in the event of that Data Controller proves that the damage or the breaching of the privacy rights was caused by inevitable circumstance outside the scope of data handling.

12, Closing Stipulation

Data Controller shall be entitled to modifying this INFORMATION CONCERNING HANDLING OF DATA' document. Data Controller shall disclose the prevailing version of its 'INFORMATION CONCERNING HANDLING OF DATA' document on its internet site. Involved Parties shall accept the amended version of this 'INFORMATION CONCERNING HANDLING OF DATA' document by implied conduct i.e. by using the service provided by Data Controller i.e..