

General Terms and Conditions

Article I Introductory Provisions

- 1.1 These General Terms and Conditions (hereinafter referred to as the "GTC") were prepared and issued by the company UlovDomov.cz s.r.o., registered office at Milady Horákové 1957/13, 602 00 Brno, company ID No.: 293 00 631, registered in the Companies Register kept by the Regional Court in Brno, file No. C 724 44 (hereinafter referred to as the "Company" or "UlovDomov.cz" or "company UlovDomov.cz").
- 1.2 UlovDomov.cz is a company whose scope of business includes, but is not limited to, renting out and subleasing properties (with and without the right to the fruits).
- 1.3 These GTC set out the main conditions and rules for concluding and terminating an agreement on the use of a property (hereinafter referred to as the "Apartment" or "Property" or "Dwelling Unit" or "Subject of the Sublease") as well as the terms of the agreement and the rights and obligations arising therefrom (hereinafter referred to as the "Sublease Agreement"). The relationship established by the Sublease Agreement is hereinafter referred to as the "Sublease".
- 1.4 A subleasing party is defined in these GTC as a person who has concluded a Sublease Agreement with UlovDomov.cz.
- 1.5 These GTC form an appendix to each Sublease Agreement concluded by and between UlovDomov.cz and a subleasing party. These GTC form an integral part of each agreement concluded by and between UlovDomov.cz and the subleasing party concerned with the provision of accommodation in a subleased property, provided such an agreement refers to these GTC. These GTC must either be attached to such an agreement or the subleasing party must be familiar therewith. The subleasing party is considered to be familiar with these GTC in the following situations (without limitation): (a) such a party confirms they have accepted or become familiar therewith by attaching their signature thereto, or (b) these GTC have been sent to the subleasing party by email.
- 1.6 By signing a Sublease Agreement to which these GTC are attached or which contains a reference to these GTC, the subleasing party expressly represents that they are familiar with the contents of these GTC and that they agree unconditionally therewith. By signing a Sublease Agreement to which these GTC are attached or which contains a reference to these GTC, the subleasing party also agrees, expressly and unconditionally, with all the legal relations between them and UlovDomov.cz concerning the provision of accommodation in a subleased property being governed by these GTC.
- 1.7 A Sublease Agreement may regulate rights and obligations by way of derogation from these GTC (Part E), in which case such a derogatory provision is superior to the provisions hereof. Such a derogatory provision, if any, must be included in the clause titled "Derogation from the GTC". If such a Sublease Agreement contains regulation of rights and obligations not regulated by the GTC, the regulation in the Sublease Agreement applies by way of derogation from the GTC. These GTC may only be derogated from subject to a written agreement concluded by and between UlovDomov.cz, in which case an exchange of email messages is not considered to be "a written agreement".
- 1.8 The subleasing party expressly acknowledges that the primary means of communication with the Company is email. Therefore, the subleasing party undertakes to have a functional email address (i.e. the address the subleasing party provided as a contact address at Sublease Agreement execution) for the duration of any legal relationship with the Company and for 3 years after the termination of such a legal relationship. In the event of such an email address not being functional, the subleasing party undertakes to provide the Company, within 3 days, with a functional email address to replace the old non-functional email address. Additionally, the subleasing party agrees to notify the Company no later than 3 days of a change, if any, of the contact telephone number on which they are available, as well as of a change, if any, of the bank account from/to which payments under the Sublease Agreement are to be made.

Article II Sublease Period

- 2.1 The Sublease is agreed for a definite period specified in Part F of the Sublease Agreement.
- 2.2 The parties expressly exclude the possibility of the Sublease being renewed or extended automatically after the expiry thereof. If the parties choose to extend the sublease, a written amendment to the Sublease Agreement in paper form is required.
- 2.3 The subleasing party must notify the Company of whether, or not they wish to extend their Sublease Agreement no later than 3 months before the expiry of the sublease period. If the sublease period fails to be extended subject to an appendix to the Sublease Agreement 2 months prior to the expiry of the sublease period, the parties thereto agree that the Sublease Agreement is to expire on the date specified therein, in which case the Company

is not obliged to respond, in any way, to the subleasing party's wish to extend the Sublease Agreement if such a wish is expressed later than 2 months prior to the expiry of the sublease period.

Article III Apartment Handover and Takeover Rules

- 3.1 The Company agrees to provide the subleasing party with access to an Apartment that is fit to move into and live in. The Company and the subleasing party are also to prepare a handover report stating the details of the handover and takeover. Such a report must contain general information about the Apartment's fittings and fixtures as of the handover date.
- 3.2 After the termination of the Sublease under the Sublease Agreement, the subleasing party is obliged to return the Apartment in the condition in which it was accepted; additionally, the Apartment must be clean and tidy at handover.
- 3.3 The Company and the subleasing party must agree, in the Sublease Agreement, whether there will be other persons living in the Apartment together with the subleasing party. The subleasing party is obliged to provide the Company with personal and other relevant details of each person sharing the Apartment including contact details.
- 3.4 The subleasing party represents that they have acquainted themselves well with the physical as well as legal condition of the property that is the Subject of the Sublease Agreement, including whether, or not the property is a listed monument.

Article IV Supplementary Services

- 4.1 The parties agree that the subleasing party will conclude household and apartment insurance policies and third-party liability insurance for the subleasing party under the terms agreed by the parties at the execution of the Sublease Agreement.
- 4.2 The subleasing party undertakes to pay the Company's costs associated with maintaining the insurance specified in Article IV (1) of the GTC while the Company's represents and warrants it will ensure the relevant policy remains valid for the entire duration of the Sublease, except for the first ten days of the Sublease Agreement. Additionally, the subleasing party agrees to cover the Apartment management costs as well as the costs of drawing up legal documents related to the relationship arising out of the Sublease Agreement, and other services (hereinafter referred to as the "Supplementary Services") in the amount specified in the Sublease Agreement.
- 4.3 The subleasing party grants to the Company a power of attorney to take out insurance specified in Article IV (1) of the GTC and to make claims from the insurance company under the terms stated in Article IV (4) of the GTC. The subleasing party hereby agrees that all concluded insurance policies may include a clause to block indemnification for the benefit of the Company.
- 4.4 The subleasing party, the principal, hereby grants, under the terms given below, to the Company, the agent, a power of attorney specified in Article IV (3) hereof, which also specifies the scope of the agent's powers:
 - a) the Company is authorized to represent the subleasing party and enter, in the subleasing party's name and as the insured party, into any and all acts whose objective is to conclude an agreement to arrange household and apartment insurance and third-party liability insurance under Article IV (1) hereof (hereinafter referred to as the "Insurance Arrangement Agreement"), and to manage such concluded insurance policies;
 - b) the Company is authorized to represent the subleasing party before the relevant insurance companies and other entities in matters related to the processing of insurance claims that occurred or will occur in the future, and to collect, on behalf of the principal, indemnification based on the policies concluded pursuant to the Insurance Arrangement Agreement;
 - c) the principal also hereby consents, in accordance with Czech Act No. 110/2019 Sb., on personal data processing, to the agent providing the subleasing party's first name, surname, national ID number, permanent residence, telephone number, email address, and other personal data required to fulfil the obligations stated in points 1 and 2 of the power of attorney, to third parties. While such third parties may include, without limitation, the relevant insurance company, personal data are provided to ensure fulfilment of the rights and obligations arising out of the power of attorney including, without limitation, conclusion of an Insurance Arrangement Agreement, execution of amendments to, and termination of, the Insurance Arrangement Agreement, administration of insurance policies, requesting payment of claims, and making insurance claims;
 - d) the agent undertakes to provide all necessary assistance to the principal in order to perform the rights and obligations arising out of the power of attorney;
 - e) the power of attorney is granted for a definite period that starts to run on the first day of Sublease under the Sublease Agreement and expires on the first day of the seventh month following the termination of the Sublease

under the Sublease Agreement. The agent accepts the authorization and represents and warrants they will only act in the interest of the principal and in accordance with their instructions.

- 4.5 The parties may stipulate any other Supplementary Services in the Sublease Agreement, in which case these must be specified in Part D of the Agreement.

Article V Rent and Advance Payments

- 5.1 The first rent payment for the first period of the Sublease of the Apartment, which ends on the last day of the month in which the Apartment is subleased, is stated in Part F of the Sublease Agreement.
- 5.2 The rent for the remaining part of the period of Sublease under the Sublease Agreement, except for the period defined in Article V (1), equals the amount specified in Part F of the Sublease Agreement in the "rent" column. Part F of the Sublease Agreement also states the "total monthly payment", which includes advance payments for services (i.e. utility bills), rent and the Supplementary Services fee for the period of each month following the month in which the Sublease started. The parties expressly declare that this amount is not a lump sum payment as defined in Czech Act No. 67/2013 Sb. (i.e. one that is not to be accounted for and is therefore non-returnable).
- 5.3 All payments made by the subleasing party must be effected by wire transfer to the Company's account given in the header of the Sublease Agreement, also stating a payment identifier (variabilní symbol) provided in the header of the Sublease Agreement. Payments must always be made in advance, i.e. no later than the last day of the calendar month preceding the month for which rent and advance payments are to be paid.
- 5.4 The Company agrees to ensure provision of the following services connected with the use of the Apartment (hereinafter referred to as the "Provided Services") by engaging media and services distributors (hereinafter referred to as the "Distributor"). The subleasing party undertakes to pay for such Provided Services through monthly advance payments and other fees associated with the operation of the building and the Apartment under this and the next paragraph (hereinafter referred to as the "Advance Payments").
- 5.5 The basic advance payments to be made by the subleasing party are specified in Part F of the Sublease Agreement.
- 5.6 The subleasing party undertakes to pay to the Company the agreed price of the Supplementary Services in the amount stated in Part F of the Sublease Agreement. In justified cases, the Company is entitled to increase, reasonably and unilaterally, the Advance Payments for the Provided Services and notify the Subleasing Party thereof by an email message. A changed monthly advance payment may be charged no sooner than from the first day of the calendar month following the month in which such an email message was sent.
- 5.7 The Company and the subleasing party expressly agree that Czech Act No. 67/2013 Sb. will, as a whole, be excluded from the relationships arising out of the Sublease Agreement.
- 5.8 The advance payments made will always be accounted for by the Company retrospectively, i.e. if the subleasing party used the Apartment for an entire calendar year (continuously from January 1 to December 31 of that calendar year in question), the Company will account for these advance payments based on the real consumption and costs of the Provided Services that form the basis for the billing statements. If the subleasing party has not used the property throughout an entire calendar year, the Company will account for the advance payments in a way that takes into account the actual length of the period during which the subleasing party has used the property. The subleasing party undertakes to settle all unpaid balances on the Provided Services that arise during the period of Sublease; this will also apply if billing takes place after the termination of the Sublease. If underpayment is discovered, it is due within 10 days of the date on which the billing statement was sent to the subleasing party. The subleasing party may complain about their billing statement (hereinafter referred to as a "Complaint") within 10 days of the day the billing statement was received by them. Such a Complaint filed by the subleasing party must be justified and must also include a clear and specific reasoning stating why the Complaint is being filed. The Company may decide, at its sole discretion, whether, or not a complaint is justified. The subleasing party expressly agrees that in the event of their complaint not being found justified or being filed after the expiry of the period stated above, such a complaint will not be taken into consideration and the billing statement previously provided remains valid and effective.
- 5.9 If a direct contract has been entered into by and between the subleasing party and a provider of (a) service(s), it is agreed that upon the termination of the Sublease and vacation of the Apartment the subleasing party is bound to provide all the necessary assistance to ensure the service purchase agreements may either be terminated or transferred to another person designated by the Company. This obligation survives the term of the Sublease Agreement.

- 5.10 The billing period for which consumption-based costs are allocated and regular final billing statements are made (hereinafter only referred to as "Billing statements") is hereby determined by the Company to be a complete calendar year. Should a Sublease Agreement terminate prior to the last day of the calendar year in question, the billing period is still to finish on the last day of the calendar year while billing statements are to be made in the following calendar year. The subleasing party declares that it acknowledges the fact that the Company relies entirely on billing and consumption-based costs allocation documents supplied by third parties (property owners, AUOs), which renders the Company unable to provide billing statements by the end of the fourth month that follows the end of the billing period. Considering the above, the subleasing party agrees to waive the payment of, as well as the right to demand payment of, statutory or other penalties the subleasing party would otherwise be entitled to as a result of the Company's failure to perform consumption-based costs allocation and provide billing statements within the statutory deadlines. If the subleasing party chooses to claim any compensation due to the Company's failure to perform consumption-based costs allocation and provide billing statements within the statutory deadlines, the subleasing party authorizes the Company to set off the subleasing party's claim arising in connection with the Company's failure to provide billing statements against the Company's claim arising out of the failure to provide billing statements within the statutory deadlines and amounting to CZK 100 for each day of such failure; both the subleasing party and the Company acknowledge that this claim constitutes damages that the Company has incurred due to the subleasing party's breach of their obligation to waive the payment of, as well as the right to demand payment of, statutory or other penalties the subleasing party would otherwise be entitled to.
- 5.11 If the Company provides evidence to the subleasing party that an end supplier of services including, without limitation, a supplier of electricity or gas has a billing period different from the one stated in Article V(10) hereof (e.g. their billing period commences on September 1 of each calendar year and finishes on August 31 of the following year – this is also without limitation), the Company prescribes that the billing period to be used in relation to the subleasing party be identical to the billing period demonstrably applied by the end supplier. The subleasing party agrees therewith. Assuming that the billing period has been changed subject to the provisions of this paragraph of the GTC, the Company undertakes to provide a billing statement for this specific service within 4 months of the end of the billing period as defined in this paragraph of the GTC.

Article VI Security Deposit

- 6.1 The subleasing party agrees to lodge a Security Deposit with the Company in the agreed-upon amount specified in Part F of the Sublease Agreement. The security deposit must be credited into the Company's account no later than the date of the Apartment being taken over by the subleasing party. The subleasing party waives their right to any interest on the security deposit provided to the Company.
- 6.2 The Company is entitled to draw funds from the security deposit during the Sublease. The Company must notify the subleasing party of the reasons for drawing funds therefrom as well as of the amounts drawn.
- 6.3 The Company is obliged to return the security deposit to the subleasing party upon vacation of the Apartment. The Company is entitled to set off the Security Deposit against any and all its receivables owed by the subleasing party and arising out of the Sublease Agreement. The subleasing party authorizes the Company to set off unilaterally the Company's receivables owed by the subleasing party including receivables that are uncertain, yet-to-be-determined and not-yet-due against the subleasing party's right to be refunded the Security Deposit.
- 6.4 If the Company sets off its receivables against the security deposit and/or if the Company draws funds from the security deposit, it is entitled to require that the subleasing party replenish the security deposit to the original amount (hereinafter referred to as the "Replenishment of the Security Deposit"). The subleasing party is obliged to replenish the security deposit without undue delay, i.e. no later than 10 days of being requested by the Company to do so.
- 6.5 If the Sublease is terminated before the suppliers of services have provided their billing statements, the Company is entitled to retain the Security Deposit, or a portion thereof, until such statements are drawn up in order to settle underpayments for services, if any. The subleasing party agrees not to claim statutory or any other default interest that accrues as a result of the Company's failure to return the Security Deposit; additionally, the subleasing party waives their right to receive statutory or any other default interest accruing as a result of the Company's failure to return the Security Deposit. If the subleasing party chooses to claim any statutory or any other default interest due to the Company's failure to return the Security Deposit, the subleasing party hereby authorizes the Company to set off the subleasing party's right to statutory or any other default interest arising in connection with the Company's failure to return the Security Deposit against the Company's
- claim arising out of the failure to return the Security Deposit and amounting to CZK 100 for each day of such failure; both the subleasing party and the Company acknowledge that this claim constitutes damages that the Company has incurred due to the subleasing party's breach of their obligation to waive their right to receive statutory or any other default interest.
- 6.6 The parties declare that the security deposit under Article VI (1) is not intended for the last rental payment for the use of the Apartment under the Sublease Agreement and may only be used for such a purpose subject to a written agreement between the parties.

Article VII Rights and Obligations Related to the Sublease

- 7.1 The Company represents and warrants that it will not use the Apartment during the period of Sublease.
- 7.2 The subleasing party is obliged to notify the Company promptly of any changes (including expected changes) in the number of persons sharing the Apartment. References in the Sublease Agreement to "a person sharing the Apartment" include, but are not limited to, persons who move in and/or spend nights regularly and/or share a common household with the subleasing party.
- 7.3 The subleasing party may only allow another person to share the Apartment subject to a prior written consent of the Company in physical form.
- 7.4 The subleasing party must ensure that all obligations arising out of the Sublease Agreement and these GTC are also complied with by the persons sharing the Apartment. A breach of these obligations by persons sharing the Apartment will be considered a breach by the subleasing party and will grant the Company the same rights against the subleasing party that the Company would be granted if the obligations were breached by the subleasing party themselves.
- 7.5 If the Sublease Agreement with the Company is concluded by multiple persons, these persons will be considered a joint party to the Sublease Agreement; a person who accedes to the Sublease Agreement subject to the consent of the parties will also become a joint subleasing party. All persons forming a joint subleasing party will be bound jointly and severally to comply with all the obligations arising out of the Sublease Agreement.
- 7.6 The subleasing party undertakes to use the Apartment solely for the purpose of living in. The subleasing party may not use the Apartment to conduct business there and may not permit other persons to conduct business there. If the subleasing party learns that a person sharing the Apartment is using the Apartment for business purposes, it is their obligation to notify promptly the Company thereof. The Company may allow the subleasing party to use the Apartment for other purposes subject to a request from the subleasing party; in such a case, the Company will provide written confirmation of its consent.
- 7.7 The subleasing party is obliged to use the Apartment appropriately and in compliance with the Sublease Agreement and these GTC and observe all the provisions thereof as well as of the house rules, which are displayed in the building. If no house rules are available, the subleasing party must use the Apartment within the limits of social decency.
- 7.8 If the subleasing party fails to vacate the Subject of the Sublease completely and hand it over on the last day of the Sublease at the latest, it is conclusively presumed the subleasing party has been unable to vacate the Subject of the Sublease completely and hand it over, in which case the Company may clear it out at the expense of the subleasing party. If that is the case, the subleasing party acknowledges, agrees and expressly authorizes the Company to vacate the Subject of the Sublease and remove all movable property situated therein and belonging to the subleasing party and place such property in any place determined at the Company's sole discretion, in which case the Company is obliged to notify the subleasing party of the whereabouts of the subleasing party's property. Subject to the existence of receivables, whether due or not, owed by the subleasing party to the Company, the Company may exercise its retention rights.
- 7.9 The parties expressly agree that only Sections 1 to 5 of Czech Government Decree No. 308/2015 Sb., on the definition of ordinary maintenance and minor repairs related to the use of apartments, as amended as of the date of execution of the Sublease Agreement (hereinafter referred to as the "Government Decree"), will apply to the maintenance of the premises. References in the Government Decree to 'tenant' mean the subleasing party under the Sublease Agreement and these GTC. The remaining provisions of the Government Decree do not apply to the parties.
- 7.10 If the subleasing party fails to perform ordinary maintenance and/or minor repairs of the Apartment (hereinafter jointly referred to as "Minor Repairs"), which they are obliged to perform, the Company may ask the subleasing party to perform such repairs and may set a reasonable deadline by which this obligation is to be fulfilled. In the event the subleasing party has failed to perform such repairs within a reasonable deadline despite having been requested by the Company to do so, the Company may ensure the performance of such Minor Repairs in a different manner and seek compensation from the subleasing party for the costs incurred.
- 7.11 Price estimates for Minor Repairs are calculated based on tax documents and receipts provided by the subleasing party; the subleasing party must always notify the Company of a repair in advance as well as obtain the Company's express consent thereto. Failure of the subleasing party to obtain the Company's consent to carry out a repair under the provisions of this paragraph results in the subleasing party not being entitled to be refunded the price of the repair by the Company irrespective of whether such refund is being requested under a statutory or contractual provision.
- 7.12 The limitation of the scope of Minor Repairs to be performed by the subleasing party under this Article will not apply if the subleasing party causes damage and, as a result, the need for repairs of the Apartment deliberately or by gross negligence.
- 7.13 The subleasing party must allow the Company to access the Apartment to check its condition and the manner of the use of the Apartment as well as to arrange viewings with prospective subtenants (all of these hereinafter referred to as an "Inspection"). The Company may make one Inspection after the end of the first calendar month and then once every 3 calendar months for the duration of the term of the Sublease Agreement.
- 7.14 When the end of the Sublease Agreement is approaching, the subleasing party must, upon request, provide unlimited access to the Apartment and make it possible for one or more Inspections with prospective tenants to take place no later than one month prior to the termination of the Sublease Agreement.
- 7.15 If the subleasing party wishes to keep a pet in the Apartment, they must request written consent from the Company. The subleasing party must not keep a pet in the Apartment without such consent. The subleasing party undertakes not to smoke in the Apartment. In addition, the subleasing party may not remove labels or stickers that identify the Subject of the Sublease and that have been attached thereto by the Company. If such labels or stickers are removed, the subleasing party must notify the Company thereof immediately as well as ensure new labels or stickers are used.
- 7.16 The parties agree that the provisions of the Civil Code apply to their relationship arising out of the Sublease Agreement to the extent that does not contradict these GTC or the Sublease Agreement. In case of contradiction between the statute and the Sublease Agreement including these GTC, the subleasing party and the Company agree that the provisions of the Sublease Agreement and these GTC shall prevail. For the purposes of the application of the Civil Code, the subleasing party is considered the tenant and the Company is considered the landlord.
- 7.17 If any repairs or meter readings are carried out in the Apartment, the subleasing party shall provide the necessary assistance including, without limitation, allowing employees of the Company and/or persons authorized by the Company to enter the Apartment and perform repairs and meter readings.
- 7.18 If the subleasing party discovers damage or a defect in the Apartment that needs to be repaired immediately, they must notify the Company immediately using the contact details provided in the section "Customer Support" of the Sublease Agreement, i.e. by email or using the form in the client zone. Any other defects or damage preventing the subleasing party from using and living in the Apartment must be reported by the subleasing party to the Company without undue delay.
- 7.19 The subleasing party undertakes to provide all necessary assistance to the Company and communicate with the Company promptly and thoroughly about all matters concerning the Apartment. This includes, but is not limited to, the Company notifying the subleasing party of a planned inspection of the Apartment or a viewing with prospective subtenants, as per VII (13) and (14) hereof.
- 7.20 The subleasing party hereby expressly undertakes to comply with the provisions of Czech Act No. 20/1987 Sb., the monument protection act, if the building in question is a listed monument. The obligations include, without limitation, preserving the condition of the listed monument and protecting it from danger and damage.
- 7.21 The parties agree that if it is impossible to get in touch with the subleasing party, the Company will have the right to inspect the Subject of the Sublease. Such an inspection involves unlocking the Dwelling Unit using spare keys, assessing the condition of the unit and, if necessary, checking the health condition of the subleasing party. The subleasing party agrees with such an invasion of their privacy.
- 7.22 Impossibility to get in touch with the subleasing party under VII (21) hereof includes, without limitation, non-payment of the rent for a minimum of two months, failure to respond to requests and calls from the Company or from a person designated by the Company that lasts for a minimum of 14 days, and failure to respond to calls from the Company's legal representative that lasts for a minimum of 14 days, and failure to answer phone calls from the Company's legal representative. Should the subleasing party wish to leave the Subject of the Sublease for a period of time longer than 14 days, they must designate a third person that will allow the Company or persons designated by the Company to access the Subject of the Sublease as well as provide the Company with the contact details of such a person.
- 7.23 The parties to the Sublease Agreement declare and acknowledge that the execution of the final handover

report will not cause the termination of the contractual relationship or the Sublease Agreement itself or outstanding liabilities, if any, of any party in connection with the contractual relationship. The Sublease Agreement and the obligations arising in connection therewith only terminate (a) once the term agreed upon or the notice period has expired, or (b) a new right to use the Subject of the Sublease has been established for a third party.

- 7.24 The Company and the subleasing party consent to retention rights being exercised and reduction of retained property to cash under the Sublease Agreement being carried out in the following way: all movable property subject to retention rights being exercised will be stated in a list of retained property including itemized valuations; the subleasing party hereby gives the Company the exclusive right to value the movable property in question and subsequently sell it (a) using auction websites including, but not limited to, aukro.cz, or (b) to a third party that has offered to pay the price stated in the list of retained property under this paragraph. The Company and the subleasing party expressly exclude statutory provisions pertaining to the exercise of retention rights and subsequent reduction of property to cash contained, without limitation, in Sec. 1398 and 1399 et seq. of Czech Act No. 89/2012 Sb., the Civil Code.
- 7.25 It is agreed upon by the Company and the subleasing party that in case of the Sublease Agreement being terminated, the Subject of the Sublease is to be handed over back to the Company at a time designated by the Company but no earlier than 8 a.m. or later than 4 p.m.
- 7.26 It is also agreed upon by the Company and the subleasing party that in case of the Sublease Agreement being about to terminate, the Company may, no later than 21 days prior to the termination date as it is specified in the Sublease Agreement, request that the subleasing party hand over the Subject of the Sublease anytime in the last five days of the term of the Sublease Agreement but at a time stated in VII (25) above. If a hand-over under this paragraph has taken place, the subleasing party is not obliged to pay the pro rata portion of the rent or advance payments for the period prior to the expiration of the term of the Sublease Agreement during which they no longer use the Subject of the Sublease.
- 7.27 The subleasing party undertakes to notify the Company of any mail not addressed to the subleasing party as well as hand over such mail to the Company without undue delay, i.e. no later than 5 days of the date of delivery thereof; such mail must be handed over to the Company at places specified in the Company's website's section Contacts and on working days between 9 a.m. and 5 p.m.

Article VIII Termination of Sublease

- 8.1 The Sublease will terminate no later than the lease (or usufructuary lease). If the lease is to be terminated, the Company must notify the subleasing party thereof and provide it with the decisive facts, which include, but are not limited to, the date of termination of the lease (or usufructuary lease), the length of the notice period and the date it starts to run.
- 8.2 Any of the parties to the Sublease Agreement may withdraw from the Sublease Agreement without stating reasons with a three-month notice period that starts to run on the first day of the month following the month in which the written notice was served on the other party.
- 8.3 The Company may terminate the Sublease:
- immediately, i.e. without a notice period, in the event of the elements of clause a), b), c) or d) of Sec. 2288 of the Civil Code being fulfilled. For the purposes of the application of Sec. 2288 of the Civil Code, the subleasing party is considered a tenant while the Company is considered a landlord. The Sublease may also be terminated immediately, i.e. without a notice period, if the subleasing party or the persons sharing the Apartment use the Apartment and/or the common areas of the building contrary to the house rules and/or they disturb other neighbours. Termination of the Sublease without a notice period is also permissible if the subleasing party modifies or rebuilds the apartment without the express written consent of the Company. Should the subleasing party remain in default with respect to the payment of the rent or advance payments for the Provided Services for a minimum of 1 month or should the subleasing party breach any of the obligations set out in Article VI (1) and (4), VII (13), (14) and (17) hereof, the Sublease may also be terminated without a notice period.
 - with a notice period of 1 month (that starts to run on the first day of the month following the month in which written notice was served on the other party) if it would otherwise be entitled to terminate the Sublease under VIII (3) (a) hereof; or if the subleasing party breaches any of the obligations set out in Article V (5), Article VII (2), (3), (6), (7), (15), (17), (18), (19), (20) or the subleasing party repeatedly breaches the obligation stated in VII (27) hereof.
 - with a notice period of 2 months (that starts to run on the first day of the month following the month in which written notice was served on the other party) if it would otherwise be entitled to terminate the Sublease under VIII (3) (a) or (b) hereof.
- 8.4 The subleasing party must hand over the Apartment back to the Company on the date stated in the Sublease Agree-

ment, on the date following from the agreement to terminate the Sublease, or on the date following from the notice of withdrawal, or on the date stated in a request under VII (26) of these GTC. The Apartment is considered handed over when the Company has received the keys and there is nothing that prevents it from entering and using the Apartment in any way.

- 8.5 If the Sublease is terminated under Article VIII (3) (a) hereof, the subleasing party and all the persons sharing the Apartment will be obliged to vacate the Apartment without undue delay, i.e. on the date set out in the notice of withdrawal at the latest.

Article IX Contractual Penalty

- 9.1 Should the subleasing party fail to pay any amounts under the Sublease Agreement and such amounts remain unpaid 5-19 days of their due dates, they will be obliged to pay to the Company a contractual penalty of CZK 300 a day for each day, whether complete, or not, of default. Should the subleasing party fail to pay any amounts under the Sublease Agreement and such amounts remain unpaid 20 or more days of their due dates, they will be obliged to pay to the Company a contractual penalty of CZK 1,000 a day for each day, whether complete, or not, of default.
- 9.2 If the subleasing party acts contrary to VII (26) or VIII (4) or VIII (5) hereof, i.e. they fail to hand over the completely vacated Apartment, the subleasing party will pay to the Company a contractual penalty of CZK 1,000 for each complete or incomplete day of delay.
- 9.3 If the subleasing party fails to allow an inspection of the Apartment (or another subject matter of the Sublease or another relationship) in accordance with Article VII (13) or (14) hereof for the purpose of checking the condition and the manner of use of the Apartment, the subleasing party shall pay to the Company a contractual penalty of CZK 1,500 for each complete or incomplete day of such failure.
- 9.4 Failure of the subleasing party to abide by the provisions of V (9) hereof, i.e. to provide the necessary assistance to terminate or transfer utility services provision agreements over to another person designated by the Company results in the subleasing party being obliged to pay to the Company a contractual penalty of CZK 300 for each complete or incomplete day of their failure to do so.
- 9.5 If the subleasing party uses the building in an inappropriate manner and/or fails to protect it pursuant to VII (20) hereof, the subleasing party must pay to the Company a contractual penalty of CZK 500 for each complete or incomplete day until the defective condition is remedied.
- 9.6 Failure of the subleasing party to notify the Company of a change of their email address and/or telephone number and/or bank account number under I (8) hereof results in the subleasing party being obliged to pay to the Company a contractual penalty of CZK 300 for each complete or incomplete day of their failure to do so.
- 9.7 Should the subleasing party breach their obligation stated in VII (22) hereof, i.e. they leave the Subject of the Sublease for a period longer than 14 days without designating, and providing contact details of, a third party that will allow the Company to enter the Subject of the Sublease, the subleasing party must pay to the Company a contractual penalty of CZK 5,000.
- 9.8 In case of the subleasing party's failure to hand over back to the Company the Subject of the Sublease that is clean, completely vacated and in the condition in which it was previously handed over to the subleasing party (i.e. in accordance with III (2) hereof), the subleasing party must pay to the Company a contractual penalty of CZK 1,000 for each complete or incomplete day of their failure to do so.
- 9.9 Assuming the subleasing party has breached their obligation stated in VII (15) hereof – i.e. they have kept a pet in the Subject of the Sublease without the Company's consent, or they smoke in the Subject of the Sublease, or they have removed stickers or labels identifying the Subject of the Sublease, or they have failed to install new labels or stickers identifying the Subject of the Sublease, the subleasing party must pay to the Company a contractual penalty amounting to CZK 10,000.
- 9.10 In case of justified complaints about the subleasing party's acts or behaviour received from the association of unit owners in question, the subleasing party agrees to pay to the Company a contractual penalty of CZK 2,000 for each and every such complaint.
- 9.11 It is agreed by the Company and the subleasing party that if a date of an inspection of the Subject of the Sublease by the Company or by a person designated by the Company has been agreed upon by both parties but the subleasing party fails to provide access to the Subject of the Sublease at the specified and agreed upon time, the subleasing party will be obliged to pay to the Company a contractual penalty of CZK 1,500 for each and every breach of this obligation. The same applies to the failure of the subleasing party to hand over the Subject of the Sublease at a time previously agreed upon by both parties as well as the failure of the subleasing party to provide access to the Subject of the Sublease at the agreed upon time of a previously announced intervention.
- 9.12 It is additionally agreed upon by the Company and the subleasing party that if the subleasing party is obliged to

arrange insurance on their own account, but they fail to do so despite being requested by the Company to do so, the subleasing party undertakes to pay to the Company a contractual penalty of CZK 10,000.

Article X Contact and Mailing Addresses

- 10.1 In the event of a change of address stated in the Sublease Agreement, each party to the Sublease Agreement is obliged to notify promptly (i.e. no later than the day the change occurs) the other party of its new mailing address.
- 10.2 The Company may also deliver mail intended for the subleasing party to the address of the subleased Apartment until the subleasing party moves out of the Apartment.

Article XI Final Provisions

- 11.1 The Sublease Agreement and these GTC are governed by the laws of the Czech Republic. The rights and obligations related to the Sublease of the Apartment are governed by the applicable laws that include, without limitation, Act No. 89/2012 Sb., the Civil Code.
- 11.2 The parties hereto agree that any payment due under the Sublease Agreement is considered received on the date the relevant amount is credited to the bank account of the creditor.
- 11.3 Legal acts to be executed in writing may also be executed in electronic form, unless a legal regulation, these GTC or the Sublease Agreement expressly prescribes otherwise.
- 11.4 These GTC may be changed unilaterally by the Company at any time by a written notice sent to the email address of the subleasing party, in which case the changed version of the GTC will become effective on the first day of the month following the month in which the change occurs. The subleasing party is entitled to express their disagreement with changes to the GTC by a written notice sent to the address of the Company or by email no later than 14 days from the date of the Company notice; failure of the subleasing party to express their disagreement with the changes is conclusively presumed to mean the subleasing party agrees with the changes in question. If the subleasing party disagrees with the changes, they have the right to terminate the Sublease with a three-month notice period that starts to run on the first day of the month following the month in which the notice was given. In the event of the subleasing party terminating their Sublease under this clause hereof, i.e. in connection with the GTC being updated, it is agreed by the parties that the new version of the GTC in no way affects their contractual relationship, which continues to be governed by the original version of the GTC, i.e. the one with whose change the subleasing party disagreed and whose change resulted in the subleasing party terminating the agreement.
- 11.5 The subleasing party agrees with the use of the electronic contact details given in the head of the Sublease Agreement for distributing commercial communications that include commercial communications related to products and services offered by UlovDomov.cz s.r.o. or similar products and services as well as third-party products and services. This consent is granted for an indefinite period and may be revoked unilaterally and free of charge by the subleasing party by sending a notice of withdrawal of their consent to the Company's email address info@idealinajemce.cz.
- 11.6 The right to revoke powers of attorney may only be exercised in writing at the permanent address of the subleasing party, or at the registered office of the Company. The parties stipulate that such a legal act must be made in the form of a notarial deed. Any lower form of legal act is prohibited and therefore the act will be non-existent.
- 11.7 If any of the provisions of these GTC or the Sublease Agreement are found to be legally ineffective, this will be without prejudice to the effectiveness of the remaining provisions of these GTC and the Sublease Agreement. The parties to the Sublease Agreement agree to substitute promptly the legally ineffective provisions with new and effective ones whose economic purpose is as similar to that of the ineffective provisions as possible.
- 11.8 If a consumer dispute arises out of, or in connection with, these GTC or the Sublease Agreement between the Company and the subleasing party who is a consumer, and it is impossible to achieve an amicable resolution of the dispute, the consumer may seek out-of-court resolution of such a dispute by filing a petition with the entity having jurisdiction to resolve consumer disputes out of court, i.e. the Alternative Dispute Resolution Department of the Czech Trade Inspection Authority (Česká obchodní inspekce, Ústřední inspektorát – oddělení ADR), Štěpánská 15, 120 00 Prague 2, email: adr@coi.cz, web: adr.coi.cz.
- 11.9 All contractual penalties are due on the last day of the calendar month in which the entitlement to the penalty originated. Contractual penalties under the Sublease Agreement and the GTC constitute separate claims of the Company that exist in addition to the Company's entitlement to damages, if any; that is, a contractual penalty is without prejudice to the Company's right to receive compensation for any loss or injury caused.