

TERMS AND CONDITIONS OF BUSINESS

Europa Investment Property CZ a.s.

By using this website you agree to the below terms and conditions of EUROPA INVESTMENT PROPERTY. If you disagree with the terms and conditions below, then you will not be allowed to use the information provided on our website.

1 Basic Provisions

1.1 These Terms and Conditions of Business ("Terms") set out the rights and obligations between EUROPA INVESTMENT PROPERTY and the Client using the services of EUROPA INVESTMENT PROPERTY (real estate and investment services, investment advice and consulting, investing in real estate and other services provided) and define binding rules and conditions of providing the Service.

1.2 These Terms form an integral part of the Agreement entered into between the Client and EUROPA INVESTMENT PROPERTY.

2 Definitions

2.1 Agreement – means the Customer Services Agreement entered into between the Client and EUROPA INVESTMENT PROPERTY. The Agreement can be validly entered into in writing or by electronic means.

2.2 Client – an individual entrepreneur or a legal entity that enters into the Agreement with EUROPA INVESTMENT PROPERTY

2.3 EUROPA INVESTMENT PROPERTY – means the business company Europa Investment Property CZ a.s., Company ID No.: 06600204, Registered office: Jindřišská 901/5, Prague 1, 110 00, registered in the Commercial Register kept by the Municipal Court in Prague Section B, File 22998, Telephone: +420 222 703 253, E-mail: info@europaproperty.org

2.4 Services mean the provision of managerial and administrative services by EUROPA INVESTMENT PROPERTY which are requested and paid for by the Client;

2.5 Head Advisor means an individual authorized by the Client for giving instructions to EUROPA INVESTMENT PROPERTY and to the Specified Persons (as defined in the Agreement) with regard to the services provided in accordance with the contractual arrangement and with these Terms

2.6 Website – the website www.europaproperty.org, through which it is possible to enter into the Agreement

2.7 AML – Regulation (EU) 2015/847 of the European Parliament and of the Council on information accompanying transfers of funds, Directive (EU) 2015/849 of the European Parliament and of the Council on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing and Act No. 253/2008 Coll., on Selected Measures against Legitimization of Proceeds of Crime and Financing of Terrorism

2.8 GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

2.9 CC – Act No. 89/2012 Coll., the Civil Code, as amended

2.10 Parties – mean collectively the Client and EUROPA INVESTMENT PROPERTY

3. Scope of the Service Provided

3.1 EUROPA INVESTMENT PROPERTY provides the Client with investment advice and consulting, real estate investment services and other services.

3.2 EUROPA INVESTMENT PROPERTY also provides the Client with managerial and administrative services with regard to the Client's real estate properties, to which EUROPA INVESTMENT PROPERTY has agreed on condition that the Client has entered into the Agreement and fulfils its obligations under the Agreement and these Terms.

3.3 The scope of the Services provided by EUROPA INVESTMENT PROPERTY is specified in the Agreement and includes:

3.4.1 real estate activities, purchase and sale of real estate,

3.4.2 investment activities,

- 3.4.3 lease of real estate,
- 3.4.4 renovation and development of real estate,
- 3.4.5 other services that may be requested and agreed from time to time.

4. Entering into the Agreement

4.1 The Service is provided to the Client in accordance with the Agreement. These Terms form an integral part of the Agreement.

4.2 The Agreement is deemed to have been entered into on the date when it is signed by both Parties. If the Agreement is entered into via a Web interface, the Agreement shall be deemed to have been entered into upon entering the required data concerning the provision of investment advice and consulting, real estate investments, real estate services, property development services and other services via the entry form on the Website and upon paying the price of the Service in the agreed amount. In case of a credit transfer, upon crediting an amount equal to the price of the Service provided to the account of EUROPA INVESTMENT PROPERTY.

5. Duration of the Service

5.1 The Agreement is entered into for an indefinite term with effect from the date when the Agreement is signed by both Parties.

5.2 The Agreement may only be terminated by an agreement between the Parties, by a termination notice or by a notice of withdrawal from the Agreement

5.3 The Agreement may be terminated without cause by either Party by delivering a termination notice to the other Party two months before the expiry of the annual period for which the price of the Services provided has been paid. The Agreement will be terminated on the last day of the relevant period.

5.4 EUROPA INVESTMENT PROPERTY may withdraw from the Agreement if the Client fails to observe any of the promises, obligations or agreements that are established on the basis of the Agreement and according to these Terms and that must be observed.

5.5 The Client may withdraw from the Agreement only in the event of a gross breach of any obligations of EUROPA INVESTMENT PROPERTY under the Agreement or these Terms.

5.6 If the Agreement is terminated by the Client, EUROPA INVESTMENT PROPERTY shall be entitled to the reimbursement of all expenses related to the Service provided.

5.7 The Client will be deemed to have committed a gross breach of its obligations if (i) the Client states false or incomplete data concerning the Client or any person involved and fails to remedy the issue without delay after being instructed to do so by EUROPA INVESTMENT PROPERTY

5.8 In the event of a complaint and termination of the contractual arrangement, the Client agrees with the billing of all the acts performed so far, all the expenses incurred and all the services provided. To settle these expenses, EUROPA INVESTMENT PROPERTY may use the funds from the advance payment made to the account of EUROPA INVESTMENT PROPERTY, to which the Client agrees by signing the Agreement. The resulting difference shall be remitted by EUROPA INVESTMENT PROPERTY without undue delay to the Client's account.

6. Price

6.1 The Parties have agreed on the price for the Services provided on the basis of a specification provided in the budget which is enclosed to the Agreement.

6.2 The Client undertakes to pay EUROPA INVESTMENT PROPERTY the price according to the relevant budget. The Client declares that it has enough funds available for the payment of the contractually agreed price.

6.3 The Client undertakes to pay EUROPA INVESTMENT PROPERTY an advance payment on the price before the work on the relevant project is started. EUROPA INVESTMENT PROPERTY is not obligated to perform any acts before the above advance payment is properly made. If the payment is made by a credit transfer, the payment date will be counted from the date of receipt of the payment into the account of EUROPA INVESTMENT PROPERTY.

6.4 All the payments for services shall be paid on the basis of the payment documents of EUROPA INVESTMENT PROPERTY.

7. Payment of Fees

Regardless of the fact that, where possible, EUROPA INVESTMENT PROPERTY will set off all the fees payable to it against the balance in the Client's bank account, the Client shall always guarantee that a proper payment is made to EUROPA INVESTMENT PROPERTY and to the persons specified by the organizational unit with regard to all the fees, monetary expenditure and costs in connection with these Services and thus generally after the proper payment of all debts by the Client:

7.1 EUROPA INVESTMENT PROPERTY shall deliver the requested Service to the Client.

7.2 The fees are agreed in the Agreement and EUROPA INVESTMENT PROPERTY reserves the right to make changes to these fees.

7.3 Once an order is processed, no refund shall be provided.

7.4 If the relevant fees for the Services provided remain outstanding, after a certain agreed period of performance of the Services, for more than 30 days after the submission of an invoice to EUROPA INVESTMENT PROPERTY and EUROPA INVESTMENT PROPERTY has not received any notice from the Client indicating that the provision of the Services should be terminated, then EUROPA INVESTMENT PROPERTY may, at its own discretion, announce the immediate termination of the Services and/or regard the amount due as a loan starting from the due date and charge interest at the rate of 15% for every calendar month until the date when it receives the payment and/or may recover this amount directly from any assets of the Client.

7.5 The fees of EUROPA INVESTMENT PROPERTY are stated in CZK or in EUR and are due in cash or by a bank transfer. The use of any individual currency and the clearance of a check or other monetary instrument via any central bank shall not be deemed as the subjecting of EUROPA INVESTMENT PROPERTY or the owner or the Specified Persons to the jurisdiction of the courts of the country of such a central bank for any purpose.

7.6 If any fees or monetary expenses due to EUROPA INVESTMENT PROPERTY or to the Specified Persons are not paid timely and properly, EUROPA INVESTMENT PROPERTY and the Specified Persons shall not be obligated to provide the Services to the Client.

8. Advice, Consulting, Development, Services Related to Real Estate and Investing Activities and the Provision of Other Services:

8.1 The Client shall order the Services via a Web interface, i.e. by filling out an online booking or ordering form. The Services can be also ordered by regular mail or by telephone or in person.

8.2 Under the terms set forth in the contact, booking or setup form, EUROPA INVESTMENT PROPERTY shall take steps aimed at obtaining a consultation, purchasing or selling real estate properties or procuring other services for the Client according to the specifications.

8.3 EUROPA INVESTMENT PROPERTY shall perform all the Services with professional care and by promoting the Client's rights and legitimate interests, in accordance with the data and other potential instructions given by the Client until the establishment or fulfilment of the subject of the Agreement. The provider is not bound by the Client's instructions if they are in conflict with the applicable laws and regulations.

8.4 The Client is responsible for the accuracy and completeness of the data submitted for consulting, for the performance of tasks, entered via forms, submitted electronically or in person, including all the other information and documentation provided to EUROPA INVESTMENT PROPERTY during implementation.

8.5 EUROPA INVESTMENT PROPERTY shall not be liable for any damage caused to the Client or to third parties as a consequence of improper, unpermitted or illegal use of the Website.

8.6 The Client acknowledges that some acts cannot be performed only on the basis of a request sent via the Website and therefore the Client may be contacted and additionally asked for the provision of any materials or documents necessary for the performance of such acts.

8.7 The Client acknowledges and agrees that it will provide the maximum assistance when submitting the necessary documents by the required deadline. In case of a late delivery, the deadline for delivery of the Service shall be extended by this period.

9. Limitation and Exclusion of Liability

9.1 Every user entering the Website, i.e. www.europaproperty.org, which is administered by EUROPA INVESTMENT PROPERTY uses the Website at its own risk. EUROPA INVESTMENT PROPERTY shall not be liable for the accuracy, completeness and currency of the content of the Website, i.e. www.europaproperty.org. The information from these presentations is provided WITHOUT GUARANTEE.

9.2 EUROPA INVESTMENT PROPERTY, its partners or any other third parties mentioned on this website shall in no case be liable for the damage of any kind (including, without limitation, any damage that results from loss of profit, loss of data or business interruption) caused by the use, inability to use, or the results of use of the EUROPA INVESTMENT PROPERTY Website, any server linked to this website or the materials and information contained on any and all websites, whether based on warranty, contract, tort or any other legal theory and regardless of whether EUROPA INVESTMENT PROPERTY was informed about the possibility of occurrence of any such damage.

EUROPA INVESTMENT PROPERTY shall not be liable for any damage, whether direct or indirect, special damage or damage arising in connection with the use of the www.europaproperty.org Website not for any damage arising due to partial or complete failure of websites administered by EUROPA INVESTMENT PROPERTY. EUROPA INVESTMENT PROPERTY shall not be responsible or liable for the accuracy, content or form of any advertising placed on the Website of EUROPA INVESTMENT PROPERTY.

9.3 The materials and services provided on this Website are provided "as is", i.e. without warranties of any kind, including warranties of merchantability, fitness for particular purpose or non-infringement. The obligations of EUROPA INVESTMENT PROPERTY concerning the Services provided are determined solely by contracts on the basis of which these Services are provided. EUROPA INVESTMENT PROPERTY shall also not be liable for the accuracy and completeness of the materials and services on the Website of EUROPA INVESTMENT PROPERTY. EUROPA INVESTMENT PROPERTY may at any time and without prior notice make changes to the materials on this website or changes to the services and prices described in these materials. The materials and services on the Website of EUROPA INVESTMENT PROPERTY may not be up-to-date and EUROPA INVESTMENT PROPERTY does not undertake to update the materials and services on the Website.

10. Rights and Obligations of the Client

10.1 The Client is bound by the performance of obligations arising from the Agreement and these Terms.

10.2 The Client is obligated to keep in the organizational unit a financial amount that is sufficient for the payment of its obligations as they become due. If this is not possible, EUROPA INVESTMENT PROPERTY or the Specified Persons may provide the organizational unit with funding or may obtain this funding for the organizational unit.

10.3 At the request of EUROPA INVESTMENT PROPERTY or the Specified Persons, the Client shall communicate, or ensure communication of the same, to EUROPA INVESTMENT PROPERTY or to the specified representatives any information concerning the Client that may be necessary for the performance of obligations by EUROPA INVESTMENT PROPERTY or by the Specified Persons in connection with the Service provided.

10.4 Inform EUROPA INVESTMENT PROPERTY about any significant changes concerning the Service provided.

10.5 At the request of EUROPA INVESTMENT PROPERTY or the Specified Persons, the Client shall communicate, or ensure communication of the same, to EUROPA INVESTMENT PROPERTY or to the Specified Persons any information concerning the Client's assets, transactions or business activities that may be required by EUROPA INVESTMENT PROPERTY or by the Specified Persons for the performance of their obligations concerning the Service provided.

10.6 The rights and obligations concerning the Client according to these Terms shall apply as appropriate also to other parties involved in the setup of the Service, especially businessmen, partners, company body members or other parties mentioned in the specifications. By confirming the order form and delivering the specifications the Client acknowledges to have informed the persons concerned about these Terms and that these persons have agreed to these Terms.

11. Specified Persons and Indemnification

The Client hereby agrees with EUROPA INVESTMENT PROPERTY and as a separate agreement with every person or company specified by EUROPA INVESTMENT PROPERTY which may, from time to time, be or act as a director, deputy director, secretary, assistant secretary, manager, protector or other officer or registered shareholder of organizational units (hereinafter the "Specified Persons"; this term covers all of these persons) that:

11.1 The Client shall always indemnify and hold harmless EUROPA INVESTMENT PROPERTY and the Specified Persons and their employees and any company under their direct or indirect management and all their directors or employees and organizational units against any and all activities, court disputes, litigations, complaints, claims, expenses and financial obligations that may arise or occur or that may be conducted, initiated, implemented or requested by or against EUROPA INVESTMENT PROPERTY or the Specified Persons in connection with the use of the Services provided or this Agreement;

11.2 Neither EUROPA INVESTMENT PROPERTY nor the Specified Persons shall incur any liability for any non-observance on their part, in whole or in part, as regards any instructions or requirements and shall not be responsible for their non-receipt or for any mistakes or for their ambiguity.

12. Rights and Obligations of EUROPA INVESTMENT PROPERTY

12.1 EUROPA INVESTMENT PROPERTY and the Specified Persons may take any steps that they, at their own discretion, deem appropriate to protect the Client's interests and/or assets and follow the professional recommendation in the interests and at the expense of the Client if EUROPA INVESTMENT PROPERTY or the Specified Persons deem it necessary.

12.2 EUROPA INVESTMENT PROPERTY and the Specified Persons shall not assume any liability for any loss or damage resulting from the use of a facsimile of instructions, including unsuccessful or unfinished submissions, distortion or loss of privacy.

12.3 If EUROPA INVESTMENT PROPERTY or the Specified Persons request instructions and they do not receive them within 30 days or if the urgency of the matter requires a shorter period than the period specified in the request, EUROPA INVESTMENT PROPERTY or the Specified Persons may immediately proceed by using one or several of the following options;

12.3.1 not to take any further action in the matter concerned;

12.3.2 not to take any further action concerning the Client;

12.3.3 take any other steps that seem appropriate or that may be recommended by its legal advisors and neither EUROPA INVESTMENT PROPERTY nor the Specified Persons shall be bound by ANY LIABILITY in connection with any act or non-performance of any act in accordance with the above-mentioned provisions or as a result of these acts or non-performance of these acts.

12.4 Neither EUROPA INVESTMENT PROPERTY nor the Specified Persons shall be liable for any penalties, fines, fees or other liabilities caused by the owner and/or the organizational unit in connection with the organizational unit and/or services and accepts full responsibility for their payment and releases EUROPA INVESTMENT PROPERTY and the Specified Persons from any liability in this respect.

12.5 EUROPA INVESTMENT PROPERTY shall not pay any interest from any amounts held by EUROPA INVESTMENT PROPERTY on the Client's behalf.

13. Commercial Communications

13.1 The Client agrees with the sending of the provider's commercial communications by the means of electronic communication to the contact email address agreed and approved by the Client.

13.2 The Client or other person affected by personal data protection according to these Terms may withdraw their consent to personal data processing or sending of commercial communications via express, comprehensible and definite manifestation of will by any technical means allowing the capture of such manifestation of will (e.g. by a written notice or electronically) to any contact point of the provider. The contact details of the provider and partners of the Website are provided especially in the Contact section of the Website.

14. Client's Representations

14.1 The Client hereby irrevocably represents and warrants that:

14.1.1 the laws of any country do not prohibit the Client from becoming a contractual party due to the fact that the Client is a minor or lacks legal capacity (for any reason whatsoever) or is otherwise incapable of becoming a contractual party;

14.1.2 its assets are sufficient for the fulfilment of the current or expected requirements;

14.1.3 it is not a resident of a country that is subject to an international restriction or an embargo including, without prejudice to the generality of the foregoing, restrictions or embargoes imposed by the Security Council of the United Nations, by the European Union and by the United Kingdom.

14.2 The Client hereby irrevocably represents and warrants that it is not involved in:

14.2.1 Trading or other illegal activity concerning money laundering, receiving proceeds from drug trafficking or terrorist activities, receiving proceeds from criminal activity or trading with countries that may be, from time to time, subject to any embargo imposed by the Security Council of the United Nations, by the European Union and by the United Kingdom.

14.2.2 Any activity not approved by EUROPA INVESTMENT PROPERTY, including, among other, disposal of toxic waste or discharge of these materials, adoption agency activities including surrogate motherhood, provision of online betting or online gambling services, issuance or provision of charge cards or similar services involving the provision of consumer loans, foundation of universities or vocational colleges for the awarding of academic degrees or qualifications, or any other business activity concerning the sale of time share contracts.

14.2.3 Financial business including: collection of funds from the public, offering investment advice to the public; management of investments except for investments where the assets under management include the assets of the organizational unit, or the operation and management of a collective investment scheme.

14.2.4 other activity that is illegal and may damage the reputation of EUROPA INVESTMENT PROPERTY.

14.3 The Client acknowledges, warrants and undertakes that it does not act under the authority of any other party or organizational unit.

14.4 The Client hereby warrants that EUROPA INVESTMENT PROPERTY has not provided the Client with any legal or tax consultation and that the Client has sought independent external consultation as regards the understanding, interpretation, acceptance and conclusion of this Agreement.

15. Confidentiality Obligation

15.1 EUROPA INVESTMENT PROPERTY shall not disclose to any third party any information concerning the Client and its identity without the Client's prior written consent.

15.2 EUROPA INVESTMENT PROPERTY reserves the right to consider this confidentiality obligation as inapplicable;

15.2.1 if legal advisors of EUROPA INVESTMENT PROPERTY recommend that the company is required by law to disclose this information,

15.2.2 if EUROPA INVESTMENT PROPERTY believes that it is in the Client's best interest to provide this information.

16. Personal Data Protection

16.1 Data Controller

Company: Europa Investment Property CZ a.s.
Company ID No.: 06600204
Address: 110 00 Prague 1, Nové Město, Jindřišská 901/5
E-mail: info@europaproperty.org
Tel.: +420 222 703 253

The controller of the personal data to be provided to EUROPA INVESTMENT PROPERTY under the Agreement with the Client undertakes that it will handle these personal data in accordance with the statutory provisions, namely the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

16.2 Information related to the processing of the Client's personal data include: name(s) and surname or title of an individual, academic degree, residential or registered office address, birth certificate number, date of birth or identification number, telephone number, electronic addresses, objects of business and the data entered during registration and the subsequent documents required by institutions, courts, justices and banks for the establishment of the requested service. Please also read carefully about personal data protection which forms an integral part of these Terms.

17. Law

17.1 The validity, interpretation and performance of the Agreement shall be governed by and construed in accordance with the English law. English courts shall have non-exclusive jurisdiction in connection with any dispute, breach or any similar issues discussed in court that have occurred or may occur in connection with this Agreement ("Litigation"). Each of the Parties irrevocably submits to the jurisdiction of courts in the United Kingdom and waives any objections to any Litigation before these courts on the basis of inadequate jurisdiction or on the basis of the fact that the Litigation is conducted in an inappropriate place (*forum non conveniens*).

17.2 In the event that any conditions, rules or provisions of this Agreement are found to be in violation of any applicable law, provision or regulation, this provision shall be modified, rewritten or interpreted so that it comes as close as possible to

its essence and scope and so that it is enforceable in this way. If it is not possible to modify, rewrite or interpret such provision so that it is enforceable, then this provision shall not be effective and the rest of the Agreement shall be enforceable as if such provision has never been a part of the Agreement. Notwithstanding the foregoing, in the event of any cancellation resulting from these circumstances, as described above, the Parties shall in good faith discuss the terms of a mutually acceptable and satisfactory provision in lieu of the so cancelled provision.

17.3 Any disputes and differences that may arise out of or in connection with this Agreement shall be settled, if possible, through negotiations between the Parties.

18 Notices

18.1 Any written or electronic communication with the Client shall be sent to the contact details provided by the Client.

18.2 Any notice given by EUROPA INVESTMENT PROPERTY that is:

18.2.1 delivered in person will be deemed to have been given at the time of such a delivery;

18.2.2 sent by a postal service provider in London will be deemed to have been given 3 days after sending;

18.2.3 sent by airmail will be deemed to have been given 12 days after sending;

18.2.4 sent via a postal service provider outside London will be deemed to have been given 15 days after sending;

18.2.5 sent by e-mail will be deemed to have been given at the time of sending.

19 Final Provisions

19.1 EUROPA INVESTMENT PROPERTY may, from time to time, change these Terms at its own discretion.

19.2 These Terms shall come into force in 05/2018

Any questions? We are at your disposal, you can contact us by telephone at +420 222 703 253.