

INSTRUCTIONS FOR CONSUMERS

pursuant to Sections 1811 (2) and 1820 (1) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Instructions")

implemented by the company: V.I.P. Homes s.r.o.

Company ID number: 256 168 89, registered office: Zdíkovská 2931/40, Prague 5

Tel.: 00420 257 311 227, e-mail: info@viphomes.cz, mihinova@viphomes.cz

data box ID:4bxapw3, www.viphomes.cz

(hereinafter referred to as the "Real Estate Agent")

and addressed to all potential clients of the Real Estate Agent,

who are in the position of consumers (see provisions of Section 419 of the Civil Code) and who are interested in concluding an Agency Agreement (in the real estate sector)

with a Real Estate Agent

(hereinafter referred to as the "Interested Party")

The **Real Estate Agent hereby instructs each Interested Party** (in connection with the Agency Agreement that the Interested Party intends to conclude with the Real Estate Agent) in accordance with the applicable legislation **that:**

- The Agency Agreement falls under the regime of Act No. 39/2020 Coll., on the Real Estate Agency;
- The subject of the service offered by the Real Estate Agent is to mediate: sale of real estate/lease of real estate/sublease of real estate/transfer of a share in a corporation with the exception of a share in a housing cooperative/transfer of a share in a housing cooperative to a third party;
- The subject of agency will be offered at the price specified in the Agency Agreement (i.e., at the so-called recommended price);
- The Agency Agreement is concluded for a definite period (agreed in the Agency Agreement) – with the possibility of automatic extension of this period (by the originally agreed period), unless at least one of the contracting parties delivers to the other contracting party by registered mail within a period of at least 14 days before the end of the agreed period (even the extended one) of the duration of the Agency Agreement a notification that it insists on the termination of the Agency Agreement;
- The draft Agency Agreement contains information relevant to the future contractual relationship. The draft Agency Agreement sent to the Interested Party is the subject of further negotiations between the two parties. There are no obligations on the part of the Interested Party towards the Agent until the signature of the Agency Agreement agreed by both parties.
- The price of the service (i.e., the Commission) will be a specific – negotiated – percentage of the actual price (which will be stated in the Real Estate Agreement); a value added tax will always be added to the Commission calculated in this way (see below). In the case of lease/sublease agency, the Commission will be a fixed (flat-rate) amount specified in the Agency Agreement.
- The Commission will always be charged with value added tax (VAT) as specified by the applicable legislation; the current VAT rate is 21% of the tax base (i.e., of the agreed Commission); as such the Interested Party will be obliged to pay the Real Estate Agent both the agreed Commission and the applicable VAT;
- The Commission will be payable on the date of conclusion of the Real Estate Agreement (i.e., the Target Agreement concluded between the Interested Party and the person found by the Real Estate Agent); a non-cash method of payment of the Commission is preferred;
- All costs of the Real Estate Agent associated with activities under the Agency Agreement are included in the agreed Commission;
- The Agency Agreement is concluded in accordance with the Act on the Real Estate Agency; the rights of the Interested Party from any defective performance of services, as well as the conditions of these rights, are governed by the provisions of Section

1914 et seq. of the Civil Code (in particular Sections 1915 to 1916, as well as Sections 1921 to 1925 of the Civil Code).

Special instructions on the possibility of withdrawing from the Agency Agreement, **if it was concluded outside the premises usual for the agent's business** (see Section 1828/2 of the Civil Code):

- You have the right to withdraw from the Agency Agreement (without giving a reason), within 14 days of concluding the Agency Agreement.
- For the purposes of exercising the right to withdraw from the Agency Agreement, you must inform about your decision to withdraw from the agreement (insert your first and last name, business name/name, registered office and, where appropriate, your telephone and fax number and e-mail address) in the form of a clear statement (e.g., a letter sent via the postal service provider, a fax, a message sent to a data box or e-mail). You can use the withdrawal form below, but it is not your obligation to do so.
- In order to comply with the deadline for withdrawing from the Agency Agreement, it is sufficient to send a notification about exercising the right to withdraw from the Agency Agreement before the expiry of the relevant period.

At the same time, however, we expressly advise you (in accordance with Section 1837 of the Commercial Code) that you will not have the right to withdraw from the Agency Agreement (under the above conditions) if you have requested that the provision of services began already during the period for withdrawal from the Agency Agreement and the Real Estate Agent had already found (at the latest on the day preceding the sending of the notice of withdrawal) a person interested in purchasing the real estate under the conditions stipulated in the Agency Agreement. In such a case, your notice of withdrawal will not be taken into account (from the point of view of the Real Estate Agent), regardless of whether you have already been informed about the person found by the Real Estate Agent; which, of course, does not affect the possibility of seeking an assessment of the case by the court.

Form for withdrawing from the Agency Agreement:

Notice of withdrawal from the Agency Agreement

*Addressee (agent): **V.I.P. Homes s.r.o.***

Registered office: Zdíkovská 2931/40, Praha 5

e-mail: mihinova@viphomes.cz, data box ID: 4bxapw3

I hereby announce that I withdraw from the Agency Agreement dated ... relating to real estate in the cadastral area of ...

Your first and last name: ...

Your address: ...

Date: ...

Your signature:

(only if this form is sent in paper form)

At the same time, the Interested Party has the right to address its complaint (if the Interested Party believes that there has been a violation of the statutory rights of consumers on the part of the Real Estate Agent) to the Czech Trade Inspection Authority, or to the municipal trade licensing authority of the Real Estate Agent. In this regard, the Real Estate Agent also refers the Interested Party to the wording of Act No. 634/1992 Coll., the on protection of consumers, as amended.

The Interested Party has the option of out-of-court settlement of any consumer disputes if it is in the position of a consumer. The general information on this issue, including a form for initiating out-of-court settlement proceedings, is available on the website of the Czech Trade Inspection Authority at **www.coi.cz**. All applications in consumer disputes between the Real Estate Agent and the Interested Party must be sent to the Czech Trade Inspection Authority.

The Real Estate Agent's personal data protection policy is published on the website www.viphomes.cz

