

[User of the system My Leases (*Mé pronájmy*) (IS Flatio), to be completed by the system user when establishing the access to My Leases]

(hereinafter referred to as the “**Housing Provider**”), as the client of one part,

and

Flatio, s.r.o., with its registered office at Dominikánské náměstí 187/5, Brno-město, 602 00 Brno, Company ID No.: 03888703, incorporated in the Companies Register kept by the Regional Court in Brno, Section C, Insert 87221

(hereinafter referred to as the “**Agent**”), as the agent of the other part,

hereinafter jointly referred to as the Parties and individually as the Party,

enter into the following:

**Contract to arrange an opportunity to enter into an Agreement
(hereinafter referred to as the “Contract”)**

Preamble

The Agent owns an information system FLATIO® operated at the Agent's website (hereinafter referred to as the “**My Leases Application**”) which enables the Housing Provider to (a) present online the offer of premises suitable for housing (hereinafter referred to as the “**Apartments**”) to prospective clients who are interested in use of the Apartments (hereinafter referred to as the “**Prospective Clients**”), and (b) enter into contracts between the Housing Provider and Prospective Clients interested in use of the Apartments (hereinafter referred to as the “**Lease Agreement**”).

Article 1

Subject matter of the Contract

1. The Agent shall arrange conclusion of a Lease Agreement between the Housing Provider and a Prospective Client in accordance with the terms and conditions specified herein.
2. The Housing Provider shall pay a fee to the Agent for the arrangement of an opportunity to enter into the Lease Agreement (hereinafter referred to as the “**Fee**”). The amount of the Fee and its payment terms are laid down in Article 4 hereof.

Article 2

Rights and obligations of the Agent

1. In the fulfillment of its obligations under this Contract, the Agent shall act fairly, with necessary professional care and in good faith.
2. The Agent shall look for Prospective Clients interested in use of an Apartment advertised for lease by the Housing Provider via the My Leases Application. The Provider is authorized to execute the My Leases Application on Housing Provider’s behalf if the he is commissioned by the Housing Provider (via telephone or email).
3. The Agent shall ensure that the Housing Provider has the rights related to the Flatio Guarantee Program, the wording of which is known to and has been approved by the Housing Provider in the My Leases Application (hereinafter referred to as the “**Damage**”).

- Coverage Guarantee**”). Conditions of the **Damage Coverage Guarantee** are available at the Agent's website and form Annex 1 to this Contract and are subject to change on the basis of a distance agreement between the Agent and the Housing Provider concluded via the My Leases Application. The agreement will be considered an amendment to this Contract changing the contents of Annex 1 hereto.. If the Housing Provider accepts a deposit from the Prospective Client, the provisions of this paragraph shall not apply and the claim for performance under the **Damage Coverage Guarantee** shall not arise.
4. If the Prospective Client fails to appear properly and in time to takeover the Apartment or terminates the Lease Agreement through no fault of the Housing Provider during the period from payment of the first rent under the relevant Lease Agreement by the handover date of the relevant Apartment to the Prospective Client, the Housing Provider shall become entitled to a compensation by the Agent in the amount of either
 - (a) 100% of the first rent under the Lease Agreement if the Prospective Client terminates the Lease Agreement within 13 and less days before the date of the lease period commencement;
 - or
 - (b) 50% of the first monthly rent under the Lease Agreement if the Prospective Client withdraws from the Lease Agreement in the period within 14 -29 days before the lease period commencement. The fulfillment under the preceding sentence shall be mature within seven days of the lease period commencement under the relevant Lease Agreement.
 5. The Agent must not suggest that the Housing Provider enters into a Lease Agreement with a person in respect of whom the Agent has well-founded doubts regarding the person's ability to fulfill obligations under the Lease Agreement on a due and timely basis.
 6. The Agent shall send the rent payments obtained from Prospective Clients no later than within one business day of the receipt of the relevant amount; in the case of the first rent under the relevant Lease Agreement within one business day of the moment when the Prospective Client confirms the handover or when the Housing Provider proves to the Agent a due handover of the Apartment to the Prospective Client.

Article 3

Rights and obligations of the Housing Provider

1. The Housing Provider shall be entitled to have the transactions specified herein arranged by a different agent.
2. Where the Housing Provider approves a Prospective Client's request for reservation (hereinafter referred to as the “**Reservation Request**”), the Housing Provider provides him/her an offer to conclude the Lease Agreement valid 24 hours and it shall not be entitled to rent the relevant Apartment to a different Prospective Client or any other person. In case of violation of the obligation specified in the foregoing sentence, the Agent shall be entitled to a contractual penalty of 50% of one monthly rent in accordance with the planned Lease Agreement.
3. Where the Prospective Client has signed the Lease Agreement and paid the first rent or deposit on a due and timely basis, the Housing Provider shall hand the relevant Apartment over to the Prospective Client. In case of violation of any obligation under the

foregoing sentence, the Agent shall have the right to a contractual penalty of one monthly rent in accordance with the Lease Agreement to be due within 14 days of the agreed Apartment handover date.

4. The Housing Provider is obliged to (a) give true and up-to-date information about the Apartment advertised via the My Leases Application, reflecting the actual condition of the Apartment and (b) maintain the Apartment without defects and in such condition that the Prospective Client may duly use it. The Housing Provider shall keep the list of Apartment equipment as contained in the Housing Provider's profile in the My Leases Application updated and after receipt of a Reservation Request, it may change the Apartment equipment only with a prior consent of the relevant Prospective Client. In case of violation of the obligation specified in this paragraph, the Agent shall be entitled to a contractual penalty up to the amount of one monthly rent in accordance with the relevant (albeit planned) Lease Agreement. The amount of the contractual penalty under the foregoing sentence shall be determined by the Agent based on the seriousness of the Housing Provider's violation of the obligation.
5. The Housing Provider shall inform the Agent in writing and without undue delay of any restriction on the Housing Provider's right to enter into Lease Agreements or of termination of the right (e.g. upon sale of the relevant Apartment). The notice may be served by e-mail or by a message sent via the Agent's information system. In the event of a violation of the obligation under the foregoing sentence the Agent shall become entitled to a contractual penalty of one monthly rent under the relevant (albeit planned) Lease Agreement.

Article 4

Fee and payment terms

1. The Fee is equal to **7,5%** of the Rent for the lease of the relevant Apartment to which the Housing Provider is entitled. If the Prospective Client is according to the Lease Agreement obliged to pay a deposit, the Fee is increased by 1%. The Agent shall have the right to withhold the Fee from payments received and processed on behalf of the Housing Provider. The Fee does not include VAT or other taxes, which could be added to the Fee according to law.
2. The Fee shall be due upon receipt of the relevant rent payment by the Agent on behalf of the Housing Provider, but no later than on the last day of the calendar month for which the Housing Provider has become entitled to the Rent under the relevant Lease Agreement.
3. The Housing Provider is entitled to transfer his claim to the Fee (or defined part), to the Prospective Client's future tenants as a Rent discount.

Article 5

Common and final provisions

1. This Contract is concluded for an indefinite period of time.
2. None of the Parties is entitled to withdraw from this Contract. However, the Parties have the right to terminate the Contract without giving any reason by a written notice of termination (e.g. by e-mail), without a period of notice and with effect as of the moment of the notice delivery to the other Party.

3. Upon termination hereof, none of the Parties' rights to cash payments by the other Party shall terminate. Particularly the following shall not terminate: (a) Housing Provider's right to the payments received by the Agent from the Prospective Clients on behalf of the Housing Provider, and (b) Agent's right to the Fee.
4. The Housing Provider acknowledges that the Lease Agreement is a contractual relation solely between itself and the Prospective Client. The Agent shall not be liable to the Housing Provider for possible violations of Prospective Clients' obligations from the Lease Agreement.
5. The Housing Provider declares that it was acquainted with the method of conclusion of Lease Agreements and the sample of the Lease Agreement (cf. the General Terms and Conditions and the Lease Agreement template at FLATIO®).
6. Payment of any contractual penalty under this Contract shall be without prejudice to the relevant Party's right to compensation for loss.
7. The Agent shall have the right to unilaterally set off its claims against the Housing Provider arising in connection with this Contract against the claims of the Housing Provider.
8. This Contract shall be governed by the law of the Czech Republic and any disputes, unless settled amicably by the Parties, shall be resolved by competent courts of the Czech Republic.
9. Annexes to this Contract form an integral part of this Contract.
10. This Contract may be concluded in the text format without physical presence of the Parties (distance conclusion) via the Agent's information system FLATIO® operated at the Agent's website (for details see app.flatio.cz), by expressing one's free and genuine will and approval of its contents by selecting the appropriate field in the My Leases Application. This Contract shall take effect upon acceptance of the proposal of this Contract by the Housing Provider.

[Distance-concluded on XX in xx]

[Distance-concluded]

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Agent

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Housing Provider