

# AGREEMENT ON RESERVATION OF REAL ESTATE AND ON COOPERATION IN PURCHASING REAL ESTATE

(hereinafter the "Agreement") concluded by and between the following parties on the date mentioned below pursuant to the provisions of Section 2445 *et seq.* of Act No. 89/2012, Coll., the Civil Code, as amended (hereinafter the "Civil Code"):

**NEMOVITOSTI.COOL s.r.o.**, Mašovická 202/8, 142 00 Prague 4 – Libuš,  
Identification No. (IČ): 050 43 298, file No. C 257458, administered at the Municipal Court in Prague,  
account No.: 4301277319/0800, tel.: 775 680 000, e-mail: [info@nemovitosti.cool](mailto:info@nemovitosti.cool),  
represented by David Paul, executive, born on 3 June 1972,  
(hereinafter the "Agent") on the one side

and

Name: .....

residing at/with its registered office at: .....

municipality, postal code: .....

birth registration No./Identification No. (IČO): .....

tel., e-mail: .....

represented on the basis of a power of attorney: .....

(hereinafter the "Potential Client") on the other side (the Agent and the Potential Client hereinafter jointly referred to as the "Parties")  
hereby confirm that they have agreed on mutual rights and obligations that are stated on the back of this Agreement  
(hereinafter the "Contractual Covenants").

The Potential Client hereby confirms that he/she/it has acquainted him/her/itself with the Contractual Covenants on page 2 and agrees therewith.

## Point I. Subject of Transfer:

### Apartment

Apartment number	
Apartment size	
Apartment disposition	
Ownership sheet number	
Apartment is located in building No.	
Municipality	
Part of municipality	
Cadastral area	
Building address	

**Point II. Purchase Price: CZK X,XXX,XXX** + the Agent's commission, which shall be paid by the "Potential Client".

**Point III. Reservation Advance Payment: CZK XXX,XXX** = the Agent's commission, which shall be paid by the Potential Client.  
(if the payment is made by interbank transfer: to transfer the relevant amount within two business days to account  
No.: 4301277319/0800, VS ....., IBAN: CZ71 0800 0000 0043 0127 7319, BIC (SWIFT): GIBACZPX)

**Point IV. Reservation Period until: xx.xx.2017**

### Point V. Agent's Supplementary Services:

- \* To pay the preparation of the Purchase Agreement at Mgr. Antonín Votava
- \* To pay the purchase price attorney's escrow at Mgr. Antonín Votava
- \* To pay the verification of the signature affixed to the Purchase Agreement
- \* To pay the fee for application for entry

In Prague, on .....

on behalf of the Agent

Potential Client

## Contractual Covenants

### Article I. Subject of the Agreement

(1.1) In view of the fact that the Potential Client seriously wishes and intends to purchase the subject of transfer specified in Point I. (see page No. 1) (hereinafter the “**Real Estate**”), the Agent hereby undertakes to perform activities on the basis of which the Potential Client will be able to conclude an agreement with the Real Estate owner (hereinafter the “**Owner**”), whereby the title to the Real Estate shall be transferred (hereinafter the “**Purchase Agreement**”), and the Potential Client undertakes to provide all cooperation necessary for concluding the Purchase Agreement. The Agent in particular undertakes: (i) to refrain from concluding a reservation agreement with any third parties throughout the Reservation Period; (ii) to acquaint the Owner with the Potential Client’s wish to purchase the Real Estate; (iii) to accept funds into escrow for the Potential Client at the Potential Client’s request; said funds shall subsequently be determined as the advance payment for the payment of the purchase price of the Real Estate; and (iv) to prepare the draft Purchase Agreement and the Application for Entry of the Title to the Cadastral Register if the Potential Client and the Owner so wish.

(1.2) The Potential Client hereby empowers the Agent to hold all negotiations with the Owner necessary for concluding the Purchase Agreement.

### Article II. Reservation Advance Payment

(2.1) The Potential Client, as a demonstration of his/her/its serious will, undertakes to pay the reservation advance payment stated in Point III. (see page No. 1) (hereinafter the “**Reservation Advance Payment**”) after the execution of the Agreement for blocking the Real Estate for the Potential Client. If the Purchase Agreement is concluded, the Reservation Advance Payment shall be returned to the Potential Client or it shall be offset against the Purchase Price or invoiced in the event that the commission will be paid by the Potential Client.

(2.2) If the Purchase Agreement is not concluded on the grounds on the part of the Owner, the Reservation Advance Payment shall be returned without undue delay in a manner to be determined by an agreement between the parties to this Agreement.

### Article III. Securing of Liabilities

(3.1) If the Purchase Agreement is not concluded on the grounds on the part of the Potential Client until the expiration of the Reservation Period or if the Potential Client fails to provide the necessary cooperation despite requests for concluding the Purchase Agreement or if the Potential Client fails to pay or transfer the Reservation Advance Payment pursuant to Point III., the Agent shall be entitled to a contractual penalty agreed in the amount of one-third of the Reservation Advance Payment; in such an event, the Agent shall be entitled pursuant to an agreement between the Parties to offset the above-mentioned contractual penalty against the paid Reservation Advance Payment.

(3.2) The covenant pursuant to the preceding paragraph shall be without prejudice to the Agent’s right to compensation for damage. The Agent shall be entitled to request compensation for damage in the amount in which the damage exceeds the amount of the contractual penalty pursuant to the preceding paragraph.

(3.3) If the Potential Client empowers the Agent or the Agent’s contractual partners to mediate conclusion of a loan agreement for the purposes of the purchase of the Real Estate and if the Purchase Agreement is not subsequently concluded on the grounds on the part of the Potential Client, the Potential Client shall be obliged to reimburse the Agent or its contractual

partners for the costs demonstrably incurred by the Agent or its contractual partners in connection with the above-mentioned activities.

### Article IV. Other Provisions

(4.1) The Potential Client shall be obliged to inform the Agent in writing of all facts that have decisive importance for the conclusion of the Purchase Agreement with the Owner. The Agent shall inform the Potential Client upon request of the course and status of the negotiations on the purchase of the Real Estate.

(4.2) The Potential Client hereby grants a power of attorney to the Agent for all negotiations with the Owner that are appropriate or necessary for the conclusion of the Purchase Agreement.

(4.3) The Potential Client declares that prior to the execution of the Agreement, he/she/it acquainted him/her/itself with the physical and legal status of the Real Estate or that he/she/it had such possibility prior to the execution of the Agreement.

### Article V. Final Provisions

(5.1) This Agreement shall take force and effect on the date of execution hereof by both Parties and has been concluded for a definite period of time equalling the Reservation Period.

(5.2) This Agreement is made in two (2) counterparts with the validity of an original, one for each Party. Any amendments or changes to this Agreement must be in writing.

(5.3) The Parties shall take into account that they are obliged to send all legal acts *vis-à-vis* the other Party in the form of a registered letter to the addresses stated in the heading of this Agreement. The Parties shall take into account that any consignment shall be considered delivered even if it is rejected, not taken over or not collected with effects at the moment when it is returned to the sender. Should any address stated in the heading be changed, the Parties shall be obliged to notify the other Party to this Agreement of such change in writing. Should either of the Parties fail to fulfil such notification duty, the address stated in the heading of this Agreement shall be considered as the delivery address.

(5.4) The Parties declare that they have read this Agreement and understand the same, that the contents of this Agreement is in compliance with their true, serious and free will, that they act under no duress or conspicuously disadvantageous conditions and that they consider the amount of the Reservation Advance Payment reasonable with regard to the amount of the purchase price.

(5.5) Where this Agreement was signed outside the Agent’s business premises, the Potential Client shall confirm by the execution of this Agreement, including the Contractual Covenants, that the Potential Client received from the Agent instructions on the right to rescind this Agreement and a form for the rescission of this Agreement fulfilling the requirements of the Governmental Decree No. 363/2013, Coll., or that the Potential Client has acquainted him/her/itself therewith at the Agent’s website [www.nemovitosti.cool](http://www.nemovitosti.cool), as well as with the services price list. The Potential Client expressly requests in compliance with the provisions of Section 1823 of the Civil Code that the Agent shall commence to fulfil its obligations arising from this Agreement immediately upon the execution of this Agreement.

\_\_\_\_\_  
Potential Client

\_\_\_\_\_  
Agent