

## Business conditions of BrikkApp a.s.

This document regulates the General Terms and Conditions (hereinafter referred to as the "Terms and Conditions"), on the basis of which the investor may use the online platform BrikkApp ( [brikkapp.com](http://brikkapp.com)) (hereinafter referred to as the "Platform"). Please read these Terms carefully before using the Services of the Platform. By registering for the account, the investor confirms reading, understanding, and full agreement with these Conditions.

BrikkApp is the business name of BrikkApp a.s., IC 08403104, with its registered office at Fráni Šrámka 2231/17, Smíchov, 150 00 Prague 5. (hereinafter referred to as the "Provider").

### 1. Basic provisions

1. **Conditions** are a legal document regulating the relationship between the Provider and the investor. The terms and conditions include the rules and procedures that govern each investment in a crowdfunding project and thus the investor's ability to earn revenue from a third-party project.
2. **The platform** is an online system operated on the website [brikkapp.com](http://brikkapp.com) by the Provider. The Platform provides information on specific crowdfunding Projects, the subject of which are exclusively real estate, their parts or sets of real estate forming one functional unit (hereinafter also referred to as "property" or "properties"). The Platform includes crowdfunding projects provided by domestic and foreign renowned crowdfunding companies.
3. **The Investor** is a fully independent natural person or any legal entity registered to its account established on the Platform.
4. **The project**, or the above-mentioned "crowdfunding project", is an investment project presented and mediated by the Provider on the Platform, the aim of which is to provide the opportunity to participate in the proceeds of a third-party project. The aim of the presentation of the Project on the Platform is to obtain deposits from individual investors to secure funds for the purpose of their investment in the Project, under pre-determined conditions for the return of the deposit and interest income.
5. **The Basic Ways** of financing means the matching of the interests of the Investor and the owner of the Project in its financing:
  - a. enabling the provision of loans;
  - b. the placement of transferable securities and instruments accepted for group financing issued by project owners or a special purpose vehicle without a firm commitment in accordance with point 7 of Section A of Annex I to Directive 2014/65 / EU and the receipt and transmission of client instructions concerning such transferable securities and instruments for the purposes of group financing in accordance with point 1 of that section.
6. **The Deposit** is provided by the Investor to a specific Project either (i) with the effects of granting a loan or (ii) purchasing a security under the Basic Financing Methods. Only the Investor registered to their account established on the Platform is entitled to provide the Deposit.
7. **Individual loan portfolio management** refers to cases where the Investor provides a certain financial amount to the Provider's account and enters specific criteria according to which the Provider, who "selects" a specific Project (makes "an investment") and enters a "payment order" on behalf of the Investor.
8. **The Investor's Account** is an account established by the Investor on the Platform for the purpose of providing a deposit to the Project through the Platform.

9. **The Investor's Bank Account** is the Investor's own account with their banking institution, which the Investor is obliged to communicate to the Provider. The Investor's bank account is the bank account that is held in the name of the Investor and from which the first payment is made to the Investor's Account.
10. **The Provider's** account is the account to which the Investor provides its Deposit when investing in a specific Project or financial amount for the purpose of Individual Loan Portfolio Management.
11. **An Implemented Project**, or "successful fundraising", is a Project for which the conditions presented on the Platform have been met, in particular by the fact that a sufficient amount of funds has been collected to finance a specific property within the specified time limit. Specific conditions are listed on the Platform for each Project.
12. **An Unrealized Project**, or "failed fundraising", is a Project for which the conditions presented on the Platform have not been met, primarily due to the fact that not enough funds have been collected to finance a specific property within the specified time limit. Specific conditions are listed on the Platform for each Project.
13. **The Tariff** defines the number of fees for services provided to Investors on the basis of these Conditions. The fee schedule forms an annex to these Conditions, which is an integral part of them. The Provider is entitled to unilaterally change the amount of the tariff. The amount of fees for the services provided to each Investor corresponds to the tariff current at the time of the provision of the Deposit or funds for the Individual Loan Portfolio Management.

## 2. Services provided

registration of the investor's account:

- a. registration of the investor's account
- b. activation of the investor's account
- c. to ensure the provision of Deposit
- d. individual loan portfolio management
- e. investor contract for participation in crowdfunding projects
- f. facilitation of funds on Provider's bank account for projects
- g. investor information

## 3. Registration for the investor's account

1. Registration on the Platform allows the Investor to:
  - a. obtain the Investor's Account free of charge
  - b. receive access to detailed information about individual Projects
  - c. activation of Investor's Account following KYC/AML procedures
2. Registering for the Account, the Investor gains the opportunity to select any of the Projects presented on the Platform, using detailed information related to these Projects.
3. The investor's account is set up by the Provider free of charge on the basis of the investor's identification, in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (the "GDPR Regulation").).

4. The Investor is obliged to fill in the required identification data on the Platform in order to successfully complete the registration and thus to open their Account in accordance with Act no. No. 253/2008 Coll., on certain measures against money laundering and terrorist financing, as amended. For identification purposes, the Investor undertakes:
  - a. to provide through the Platform a legible copy of both sides of their identity card or passport and another supporting identification document, which must contain at least basic information to identify the Investor (eg driver's license, insurance card, gun license); in the case of an Investor of a legal entity, the natural person acting on behalf of the legal entity is obliged to provide the Provider with documents according to the previous sentence, as well as documents proving the ownership structure and real owners of the legal entity;
  - b. provide through the Platform a document proving the existence of the Investor's Bank Account held in their name;
  - c. fill in the form through the Platform regarding the source of the funds for the Deposit or the funds used for the Individual Loan Portfolio Management.
5. By registering for the Account, the Investor declares and is responsible for ensuring that the information provided by him is accurate and true. By registering for the account, the natural investor declares that they are 18 years or older and that they are fully independent. In the case of acting on behalf of a legal entity, the registrant declares and is responsible for being authorized to act on behalf of the registering legal entity.
6. The Investor is obliged to immediately report a change in their reported data via the contact details provided on the Platform.
7. The investor is obliged to choose their password during registration according to the instructions given on the Platform. The Investor undertakes not to disclose their password to any other person and is obliged to protect the password from its misuse by another person. In case of misuse of the password, respectively the Investor's account used by another person, the Investor is obliged to report this immediately to the Provider through the contact details provided on the Platform.
8. After successful registration, each Investor Account is assigned a specific number, which will become a symbol identifying the Investor when replenishing funds to their Account.
9. By registering for the Account, the Investor declares that they are not bankrupt in the sense of Act no. No. 182/2006 Coll., the Insolvency Act, as amended, nor are they in danger of bankruptcy, and that no execution proceedings have been initiated against their property.
10. By registering for the Account, the Investor expresses their unconditional agreement with the current wording of these Conditions. The current wording of these Conditions is located on the Platform and in the event of a change in the Conditions, such information is delivered to the registered Investor via email. In the event that the Investor sends the Provider via e-mail to the address: no later than 14 days after receiving the information on the change of the Conditions [complaints@brikkapp.com](mailto:complaints@brikkapp.com) its express disagreement with the new wording of the Conditions, its legal relationship with the Provider will be governed by the still valid wording of the Conditions, ie in the version current at the time of registration to the Investor's Account.
11. The Investor is entitled to withdraw from these Conditions without further notice no later than 14 days from the registration for their Account, by an explicit statement via e-mail to the Provider's address: [complaints@brikkapp.com](mailto:complaints@brikkapp.com) In such a case, the Provider will cancel the Investor's Account and is obliged to proceed in accordance with the provisions of Article 10, paragraph 9) of these Conditions.

12. The Provider reserves the right not to allow registration at any time without giving reasons. The Provider further reserves the right to cancel the registration of any Investor, due to legal reasons or due to violation of these Terms and Conditions or the conditions of use of the Platform by the Investor.
13. The provisions of these Conditions, which by their nature are to survive even after the cancellation of the Investor's registration, apply even after the cancellation of such registration.
14. The Provider is entitled, for security or technical reasons, to block the Investor's access to their Account and to the services on the Platform, for the time strictly necessary. The Provider is obliged to inform the Investor about the blocking of the Account via e-mail.

#### **4. Activation of the Investor's Account**

1. Activation of the Investor's Account is a necessary condition for the provision of the Deposit of each Investor or for the provision of a financial amount for the purpose of Individual Loan Portfolio Management. Activation of the Account is performed by supplementing it (by drawing on the financial amount) in the minimum amount of CZK 1 / EUR 1. Activation of the Account allows each Investor to have the funds on the Account used for their order at any time to make an investment in the Project they have selected.
2. Replenishment of the Account by the Investor may be made exclusively by bank transfer from the Investor's Bank Account to their Investor Account registered on the Platform, with the indication of a variable symbol corresponding to the specific numerical designation of the Investor's Account.
3. The funds on the Investor's Account do not bear interest.

#### **5. Provision of the Deposit**

1. The provision of the Deposit by the Investor for a specific Project is associated with the Investor's participation in the Project selected by him.
2. Each Project may relate to only one specific property or part thereof or to a set of properties forming one functional unit.
3. The Project must contain the necessary information, which is the exact identification of the Project, the amount of the contractual interest, the maturity of the contractual interest, the return of the Deposit and, in the case of an Unrealized Project, information on the return of the provided Deposit back to the Investor's Account registered on the Platform. The information provided is part of the agreement of participation on a crowdfunding project pursuant to Article 7 of these Terms and Conditions below.
4. The Deposit is provided by the Investor from their Account to the Provider's account specified for each individual Project on the Platform. The financial amount corresponding to the provided Deposit will be debited from the Investor's Account to the Provider's account. The Investor confirms the provision of the Deposit by entering the order in electronic form on the Platform in the section concerning the specific Project. Each Investor may provide a Deposit up to the amount of its Account balance.
5. The Provider maintains a list of Deposits made by one Investor, which is accessible to the Investor on the Platform.

#### **6. Individual Loan Portfolio Management**

1. Investor may provide funds from their Account to the Provider's account with an order for the Provider to invest these funds (to make an "investment") in Projects of the Provider's choice, within

criteria pre-selected by the Investor. These criteria are listed on the Platform in a separate section enabling the method of investing through the Individual Loan Portfolio Management.

2. According to the above criteria, the Provider, who selects a specific project for a crowdfunding investment and enters a "payment order" on behalf of the Investor, already invests on the basis of the granted order, thus entering into an individual agreement of participation on a crowdfunding project for each selected Project according to Art. 7 of these Terms.

## **7. Entering of investor contract for participation**

1. The Agreement entered between the Investor and the Provider on a share in a crowdfunding project (hereinafter referred to as the "Agreement") is entered into between the Investor and the Provider at the time of the Deposit or selection of a specific Project based on the investment made by the Provider on behalf of the Investor within the Individual Loan Portfolio Management.
2. The content of the Agreement is a separate document separated by text from these Conditions. The provisions of the Agreement take precedence over the provisions of these Conditions, which thus apply to the legal relationship between the Provider and the Investor in the alternative.

## **8. Rights and obligations of the Investor**

1. The Investor is entitled to receive a share of the income from the provided Deposit / Investment in the case of the Implemented Project, provided that the Project is profitable. The Investor acknowledges that in the event that the Project is not profitable or in the case of an Unrealized Project, it will not incur any claims against the Provider for a share of the income from the provided Deposit / Investment.
2. The Investor undertakes to fulfill all its obligations set out in Article 3 of the Conditions (Registration to the Investor's Account) and, in particular, to perform actions within the process of identification and verification of the investor's identity in accordance with Act no. No. 253/2008 Coll., on certain measures against money laundering and terrorist financing, as amended. The investor undertakes to provide accurate and truthful information to their registration data and is obliged to update this on an ongoing basis, incl. Investor's Bank Account number. The Investor undertakes to act on the Platform within their Account in their own name stating their true identity (and in the case of a legal person acting on behalf of the acting person stating their true identity). In the event of a breach of this obligation, the Provider is entitled to suspend or cancel the registration of the Investor.
3. The Investor gives the Provider consent to the collection and processing of their personal data to the extent required by the Provider presented on the Platform. The handling of personal data of registered Investors is subject to the provisions of the GDPR Regulation and Act no. No. 101/2000 Coll., on the protection of personal data, as amended.
4. The Investor is entitled to refuse to send the Provider's business communications (via the Platform), without prejudice to their registration for the Account.
5. The Investor may not in any way restrict other Investors in the exercise of their rights to use the services provided when using the services provided by the Provider. In the event of a breach of such an obligation, the Provider is entitled to cancel the registration for the Account of the Investor who breached the obligation.
6. The Investor is not entitled to transfer the rights arising from the Deposit to third parties, to establish the rights of third parties to the Deposits, or to dispose of the Deposits in any way without the prior written consent of the Provider.

7. The Investor is responsible for filing their tax return and for fulfilling their tax liability in relation to the interest paid and possibly other income subject to taxation on the basis of individual Projects. The Platform will provide the Investor with the relevant documents for the tax return (confirmation of the interest paid and any other necessary documents).
8. The Investor declares that they understand that:
  - a. An investment opportunity in the form of the Project displayed on the Platform cannot be understood as an investment recommendation and the Investor provides Deposit / Investment at their own discretion and has full control over the investment process, and that the Provider does not provide investment advice and financial advice;
  - b. The provision of the Deposit / Investment is intended only for Investors, for whom the possible loss of part or all of their investment will not mean a significant deterioration of their economic situation;
  - c. The real estate market represents a specific area of investment, which includes risks associated primarily with fluctuations in the real estate market, such as possible deteriorating payment ability of real estate users (tenants) or lower than expected returns of development projects in which the Deposit was invested, and the return on the provided Deposit is largely dependent on the above factors and other risks associated with them;
  - d. In addition to the above factors, the return on investment and the return on the provided Deposit may be affected by other factors, such as the overall economic situation, changes in market regulation (especially the real estate market), rising and lowering interest rates and other factors affecting investment;
  - e. the decision to provide a Deposit / Investment must be based primarily on one's own discretion of the benefits and risks of the investment in the specific Project associated with the provision of the Deposit.

## **9. Rights and obligations of the Provider**

1. Provider undertakes to ensure the possibility for the Investor to obtain a share in the income from the provided Deposit / Investment in the case of the Implemented Project, provided that the Project is profitable. The Provider undertakes to settle the return of the Deposit and the income from the provided Deposit / Investment in the manner specified in Article 10) of the Conditions (Handling of Funds on the Provider's account).
2. The Provider is obliged to ensure, as the administrator of the Investor's personal data, the fulfillment of all obligations arising from the GDPR Regulation and Act no. No. 101/2000 Coll., on the protection of personal data, as amended.
3. The Provider acts towards the Investor in the position of an intermediary enabling it to participate in the income from the provided Deposit / Investment. The Provider is not responsible to the Investor for the Unrealized Project. The Provider is not liable for any damage incurred by the Investor in connection with the Unrealized Project.
4. In the event that the Implemented Project is not successful, ie that the Project will not be profitable within the time limit set in advance on the Platform and the share of the Investor's Deposit / Investment return will be zero, the Provider undertakes to make every effort to recover the Deposit from the Project owner. The Provider is obliged to send the recovered amounts to the Investor's Account without undue delay.

5. The Provider shall not be liable to the Investor in the event that the Project Owner is in arrears with the payment of its due obligations to the Investor, or that the selected Project will have a lower than expected return. The above exclusion of the Provider's liability does not release it from the obligation to recover receivables from the Project Owner on behalf of the Investor.
6. By this provision of the Conditions, the Investor authorizes the Provider to recover all possible receivables arising from the Project Owner. The Operator is thus entitled and obliged to demand from the owner of the Project the return of the principal, payment of interest, and penalty payments in accordance with the specific Project.
7. The Provider is not liable for any damage caused by a malfunction or technical abnormality of the Platform.
8. The Provider is obliged to provide the Investor with information in accordance with Article 11) of the Conditions (Provision of Information to the Investor).

## **10. Handling of funds on the Provider's account**

1. After a Deposit made by the Investor, or investment made by the Provider on the basis of an order from the Individual Loan Portfolio Management, funds corresponding to the amount of the Deposit / Investment will be deposited in the Provider's account. The Provider is not entitled to dispose of the Investor's funds on its account other than as stated in these Conditions. The provided Deposit / Investment is not insured.
2. The Investor is continuously informed about the course of the Project until its implementation or non-implementation through the online system on the Platform.
3. In the event that the conditions (implementation) of the Project are met, ie in accordance with the time limit, the minimum amount of funds necessary to finance the property will be paid, the Provider is obliged to proceed in accordance with the conditions specified on the Platform for each individual Project. In particular, the Provider is obliged to pay the contractual interest to the Investor and to return the Deposit / Investment to the Investor at the end of the implementation of the Project (within the time limit set in advance on the Platform). The Provider is obliged to pay all payments to the Investor referred to in this Article to the Investor's Account established on the Platform.
4. In the case of providing a Deposit / Investment, the Provider is entitled to charge the Investor fees according to the tariff current at the time of providing the Deposit (conclusion of the Agreement) and specified on the Platform. By agreeing to these Conditions, the Investor acknowledges that the Deposit corresponding to the amount ordered by him to be released from the Investor's Account will be reduced by the relevant fee determined to the Provider in the event of project implementation. In the event of non-implementation of the Project, on the other hand, the Provider will not be entitled to payment of a fee.
5. In the event that the conditions (implementation) of the Project are not met, ie in accordance with the time limit the minimum amount of funds necessary to finance the property will not be paid, the Provider is obliged to transfer the Deposit / investment in no later than five (5) working days the full amount back to the Investor's Account established on the Platform.
6. In the event that the Implemented Project is not successful, ie if the Project is not profitable within the time limit set in advance on the Platform and the share of the Investor's Deposit / Investment return is equal to zero, the Provider is not obliged to pay the Investor any amount corresponding to the share of (zero) return. In such a case, the Provider is obliged to return to the Investor only that part of the Deposit / Investment out of the total negative return from the Project which corresponds to the ratio of its Deposit / Investment to the Deposits / Investments of other Investors.

In the event that the proceeds from the Project are equal to zero, the Provider is not obliged to return any financial amount to the Investor. The amendment to this paragraph expresses the Investor's obligation to participate in the eventual loss of the Project.

7. In the event that the Investor wishes to transfer funds or a part thereof from their Investor Account to their Investor Bank Account, they shall enter the corresponding order on the Platform.
8. In the event of withdrawal from the Agreement or its termination or withdrawal from the Conditions, the Provider is obliged to ensure the return of the Deposit / investment in the amount of principal (but not interest) back to the Investor's Account, no later than twenty (20) working days from resignation.
9. In the event that the registration of the Investor's Account is canceled by the Provider and the Investor has already activated the Account at the time of cancellation of this registration, the Provider is obliged to return the total financial amount deposited in the Investor's Account back to the Investor's Bank Account no later than ten (10) working days from cancellation of registration. In the event that the Investor has already made an investment and has paid the relevant financial amount as a Deposit / Investment, the Provider is obliged to return the Deposit / Investment in the amount of principal (but not interest) back to the Investor's Bank Account, namely no later than twenty (20) working days from the cancellation of the registration.
10. In the event that the Investor wishes to cancel their registration, they may do so by following the instructions set out on the Platform. In the event that the Investor already has an activated Account at the time of cancellation, the Provider is obliged to return the total financial amount deposited in the Investor's Account back to the Investor's Bank Account, no later than ten (10) working days from cancellation. In the event that the Investor has already made an investment and has paid the relevant financial amount as a Deposit / Investment, the provisions of this article of the Conditions do not apply and the cancellation will be made on the settlement date of the last Deposit / Investment made by the Investor. This does not apply during the first 14 days from the registration, in which case the procedure under paragraph 9) of this article of the Conditions shall apply.

## **11. Provision of information to the Investor**

1. All information concerning the provided services is accessible to the Investor exclusively on the Platform. In case of questions, the Investor registered to the Account may contact the Provider via the email address or telephone number of the Provider. By agreeing to these Terms and Conditions, the Investor acknowledges that all information on all matters related to the execution of Deposits / Investments under these Terms and Conditions will be communicated exclusively by the Provider through the Platform, especially for the efficiency of passing information to Investors.
2. All information about the Platform and the services provided on the basis of it is confidential and the Investor undertakes not to use it contrary to the purpose for which it was provided. The Provider's website domain, product and service names, the Provider's partner logos, or other data placed on the Platform may be the subject of intellectual property of the Provider or third parties. The Investor undertakes not to use these without the prior written consent of the Provider or third parties.
3. The Investor is obliged to perform all communication with the Provider through its email address provided during registration for the Account, to the Provider's email address [support@brikkapp.com](mailto:support@brikkapp.com), or in writing to the Provider's registered office listed on the Platform in the "contacts" section.



4. The Provider is obliged to communicate with the Investor via e-mail with the same e-mail addresses specified in the previous paragraph or, in urgent cases, by telephone to the telephone number specified by the Investor when registering for the Account.
5. Addresses, names of persons authorized to act on behalf of the Investor or the Provider, and possible representatives, telephone numbers, and e-mail addresses may be changed exclusively through the contact forms located on the Platform.
6. Withdrawal from the Contract or termination of the Contract is effective by delivery of their electronic written copy to the email address of the other contracting party provided with a guaranteed electronic signature or delivery (by registered mail) of a signed written copy to the address of the other contracting party specified on the Platform, resp. upon registration to the Investor's Account.

## 12. Information on out-of-court settlement of consumer disputes

1. In accordance with the provisions of § 14 et seq. discipline. No. 634/1992 Coll., on consumer protection, as amended, the Provider hereby informs the Investor as a consumer that the subjects of out-of-court dispute resolution are:
  - a. The general subject for out-of-court dispute resolution is the Czech Trade Inspection Authority, with its registered office at stepanska 567/15, 120 00 Prague 2, [www.coi.cz](http://www.coi.cz)
  - b. The entity for resolving disputes in the area of financial services is the Financial Arbiter, with its registered office at Legerova 1581/69, 110 00 Prague 1, [www.finarbitr.cz](http://www.finarbitr.cz)
  - c. The subject for dispute resolution in the area of electronic communications and postal services of the Czech Telecommunication Office, Sokolovska 219, 190 00 Prague 9, [www.ctu.cz](http://www.ctu.cz)
2. In the event of a dispute between the Investor and the Provider arising from their legal relationship established by the Agreement and these Conditions, this dispute will be decided by the General Court of the Czech Republic in accordance with provisions of Czech law.

## 13. Final Provisions

1. The rights and obligations of the Investor and the Provider are governed by the valid law of the Czech Republic, namely Act No. 89/2012 Coll., The Civil Code, as amended, unless otherwise stated in the Contract or these Conditions.
2. These Conditions, in addition to the Agreement, represent a complete agreement between the Investor and the Provider on the manner of operation and use of the Platform and services related to it. The Agreement and these Conditions supersede any existing agreements, communications, or proposals made between the Investor and the Provider.
3. In the event that any provision of the Agreement or these Terms is held to be invalid, ineffective, or unenforceable, it will not affect the other provisions of the Agreement or the Terms, which remain valid and effective.
4. The Provider reserves the right to change or amend the Conditions at any time, without giving a reason. Registered Investors will be informed by sending information by email and informing on the Platform. The Investor acknowledges that its legal relationship with the Provider is governed by the current wording of the Conditions from the moment the information on the update of the business conditions is communicated. In the event of the Investor's disagreement with the updated wording of the Conditions, the procedure shall be in accordance with Article 3, paragraph 10) of these Conditions.

These terms and conditions are valid and effective from 1.12.2021 with the last update on 1.2.2023.

Provider:

BrikkApp a.s.

Ing. Jan Večerka

Chairman of the Board of  
Directors BrikkApp a.s.

Aleš Hudeček

Second Deputy Chairman of the  
Board of  
Directors