

FLORIAN RESIDENCE

Terms and conditions for the short-term lease of the apartments owned by Florian Residence s.r.o. in the “Florian residence” project, valid and effective from 20 May 2026 (hereinafter the “Terms”).

These Terms are issued by **Florian Residence s.r.o.**, with its registered seat at Bottova 1/1, 811 09 Bratislava – Staré Mesto city district, Slovak Republic, Company ID No.: 51 439 573 (hereinafter the “**Landlord**”), for the purpose of supplementing the contractual terms governing the short-term rental of the apartments in the “Florian Residence” project.

These Terms are published on the Landlord’s website at **www.florian4rent.sk** and at the same time constitute an annex to and an integral part of the agreement concluded with the Tenant pursuant to the provisions of Act No. 98/2014 Coll. on the short-term apartment lease, as amended (hereinafter “**Short-Term Lease Act**”), concerning premises located in the Residential building on Školská, known as the “Florian Residence” project, situated on the Lands and is registered in the Land Registry on Title Deed No. 8272 for the cadastral area Staré Mesto, municipality Bratislava – Staré Mesto, district Bratislava I, maintained by the District Office Bratislava, Cadastral Department and (each individual rental agreement hereinafter also separately referred to as the “**Agreement**”).

Any definitions or abbreviations used in the relevant lease Agreement shall also apply to these Terms, and vice versa, definitions or abbreviations used in these Terms shall also apply to the respective lease Agreement. Wherever these Terms or the Agreement refer to the Agreement, such reference shall be understood as referring to the Agreement including these Terms.

Provisions of these Terms relating to a Garage Parking shall not apply where such Garage Parking has not been included as a part of the subject matter of the relevant Agreement or shall apply only to the extent that they do not relate exclusively to the Garage Parking.

1. HANDOVER OF THE SUBJECT OF THE LEASE

1.1 The Landlord shall hand over the Subject of the Lease (i.e. the Apartment, which also includes the right to use the Basement Cellar and the Garage Parking) to the Tenant no later than on the first day of the agreed lease term pursuant to the Agreement, and the Tenant shall take possession of the Subject of the Lease on that day. The Landlord shall provide the Tenant with information and means necessary, depending on the circumstances, for the proper use of and access to the Subject of the Lease (e.g. codes, chip cards, keys, etc.). This shall not apply if the Tenant fails to pay the first Rent for the apartment in accordance with the Agreement and fails to deposit the security deposit in accordance with the Agreement. In such a case, the Landlord shall not be obliged to hand over or make the Subject of the Lease accessible to the Tenant until the Tenant has fulfilled its obligations.

1.2 Upon the handover and takeover of the Subject of the Lease, the Contracting Parties shall prepare and sign a handover protocol describing the condition of the Subject of the Lease, a description of the equipment of the Subject of the Lease and any defects, including readings of measurable utilities (electricity meter, hot and cold water meters) and the number of keys and access devices handed over, as well as any other facts agreed by the Contracting Parties during the handover (hereinafter the “**Handover Protocol**”). The Subject of the Lease shall be deemed handed over to the Tenant on the date of signing of the Handover Protocol; otherwise, on the date on which the Tenant breached its obligation to take over the Subject of the Lease and sign the Handover Protocol.

1.3 The Landlord provides for use the Subject of the Lease to the Tenant together with its furnishings, accessories and equipment, which are specified and described in more detail in Annex No. 1, which forms an integral part of the Agreement.

2. RENT AND PAYMENTS FOR SERVICES CONNECTED WITH THE LEASE

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- 2.1 The Tenant shall pay the Rent and payments for Services Connected with the Lease by bank transfer to the bank account of the Landlord, which the Landlord shall notify to the Tenant, and which shall be indicated in the relevant accounting document – invoice. The Tenant undertakes to pay the Rent and payments for Services Connected with the Lease no later than the 25th day of the calendar month preceding the month for which the Rent and payments for Services Connected with the Lease are due, in accordance with the payment schedule forming an annex to the Agreement, or on the basis of an issued invoice – tax document delivered by the Landlord to the Tenant. When paying Rent and payments for Services Connected with the Lease, the Tenant shall indicate the variable symbol and the purpose of payment as communicated by the Landlord and as specified in the accounting document – invoice.
- 2.2 The Landlord shall be entitled to issue and deliver invoices for the Rent, and payments for Services Connected with the Lease, and other payments under the Agreement also in electronic form. Electronic invoices shall be sent to the Tenant in electronic format to the e-mail address specified in the Agreement. An electronic invoice shall be deemed delivered at the moment it is sent; the Tenant shall be responsible for the functionality of its delivery e-mail address. The Tenant shall pay the Rent by bank transfer from a bank account maintained with a domestic bank, a branch of a foreign bank, or a bank having its registered seat in one of the member states of the European Union.
- 2.3 In the event of the Tenant's delay in payment of the Rent or any part thereof for at least 5 (in words: five) calendar days (including the fifth day), the Landlord shall be entitled to charge a late payment fee in the amount of 0.05% of the outstanding amount for each started day of delay.
- 2.4 The Tenant, by signing the Agreement, in accordance with Section 566 of the Civil Code, determines that all financial payments made to the Landlord in connection with the Agreement shall first be applied to the principal, specifically to the payment of the Rent or other payments under the Agreement for the month in which the relevant financial payment was made. Only after the Rent and/or other corresponding payment for the relevant month has been fully paid shall the remaining amount of such financial payment be applied to another earlier due obligation of the Tenant.
- 2.5 The Landlord shall be entitled to unilaterally change the amount of payments for Services Connected with the Lease if such change results from a change in the prices of services supplied in connection with the use of the Subject of the Lease. The Landlord shall be entitled to increase the payments for Services Connected with the Lease only up to the demonstrable increase in such prices.
- 2.6 The Landlord shall be entitled to unilaterally increase the amount of the Rent after 12 months from the start of the lease by a maximum of the inflation rate expressed by the Harmonised Index of Consumer Prices (HICP). The decisive indicator shall be the Harmonised Index of Consumer Prices (HICP) – monthly data (annual rate of change) for the Slovak Republic, published by Eurostat. The relevant data are publicly available on the official website of Eurostat (<https://ec.europa.eu/eurostat>) in the section concerning the HICP for the Slovak Republic. The increase of the Rent shall be applied at most in the amount corresponding to the year-on-year HICP inflation rate for the immediately preceding 12-month period. The Landlord shall notify the Tenant of the new amount of the Rent in writing, and the Tenant acknowledges that the adjusted Rent shall also apply retroactively from the day following the expiry of the first 12 months of the lease relationship and undertakes to pay the difference between the original and the adjusted Rent for such period.
- 2.7 After receiving the settlement statement from the property management company and settlements from the service providers, the Landlord shall submit to the Tenant the settlement of payments for the relevant lease period no later than 30 calendar days from the receipt of such settlements. If the actual consumption

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of the Tenant during the relevant period exceeds the payments for Services Connected with the Lease, the Tenant shall pay the difference to the Landlord no later than 10 calendar days after the submission of the settlement. If the actual consumption of the Tenant during the relevant period is lower than the payments for Services Connected with the Lease, the Landlord shall refund the unused portion of the payments for Services Connected with the Lease to the Tenant no later than 10 calendar days after the submission of the settlement.

3. SPECIAL PROVISIONS RELATING TO AML

- 3.1 The Landlord shall be entitled and obliged to fulfil all obligations in the prevention of the legalization of proceeds from criminal activity and the prevention of money laundering (hereinafter the “**AML**”). For the purposes of AML compliance, the Tenant shall be obliged to pay the Rent and other payments from a bank account held with a financial institution located within the European Union, of which the Tenant is the holder and owner, and the account holder’s name corresponds to, or is otherwise clearly identifiable with, the Tenant according to the submitted identification documents (identity card or passport). For the purposes of fulfilling AML obligations, the Landlord shall be entitled to request the submission of an identity card or passport and to make copies thereof. The Landlord shall not accept payments in cash.

4. SECURITY DEPOSIT

- 4.1 The Landlord shall secure its claims arising from the Agreement (or directly related thereto) by a security deposit. The Tenant shall be obliged to pay the security deposit no later than prior to the handover of the Apartment.
- 4.2 The security deposit shall serve to secure any claims of the Landlord against the Tenant arising from non-payment of Rent or payments for Services Connected with the Lease, from caused and demonstrable damage to the Subject of the Lease, common areas, damage to the equipment of the Apartment or its furnishings, or to secure other claims of the Landlord related to the Tenant’s use of the Subject of the Lease. The Tenant hereby agrees that, in the event of a breach of the Tenant’s obligations under the Agreement, the Landlord shall be entitled to set off its due claims under the Agreement against the Tenant’s not yet due claim for the return of the security deposit.
- 4.3 If the Landlord demonstrably uses the security deposit or any part thereof to settle its due claims against the Tenant in accordance with Article 4.2 of the Agreement, the Tenant shall be obliged to replenish the security deposit to the original amount agreed in the Agreement within 1 month from the date of delivery of the Landlord’s notice.
- 4.4 Upon termination of the lease, the Landlord shall return the unused portion of the security deposit to the Tenant no later than 30 calendar days from the date on which the Tenant has vacated the Subject of the Lease and settled with the Landlord all claims related to the lease relationship.

5. DECLARATIONS OF THE CONTRACTING PARTIES

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- 5.1 The Landlord leases the Subject of the Lease to the Tenant in a condition suitable for the agreed use. The Tenant declares that the condition of the Subject of the Lease at the time of its handover for use is well known to the Tenant, as the Tenant became acquainted with it prior to signing the Agreement.
- 5.2 The Landlord declares that he is not aware of any defects of the Subject of the Lease that should be disclosed to the Tenant prior to the conclusion of the Agreement.
- 5.3 The Tenant declares that he is aware that the Agreement is concluded in accordance with the Short-Term Lease Act.
- 5.4 The Tenant acknowledges that smoking is prohibited in the Apartment and undertakes to comply with this prohibition.

6. RIGHTS AND OBLIGATIONS OF THE TENANT

- 6.1 The Tenant shall be entitled to use the Apartment, the Garage Parking, and the Basement Cellar in full and for the purpose for which they are intended, as well as in accordance with the Agreement. The Tenant shall be entitled to use the Apartment exclusively for residential purposes of the persons defined in the Agreement. If the Tenant uses the Subject of the Lease for the residence of persons other than those specified in the Agreement, the Landlord shall be entitled to claim from the Tenant a contractual penalty in the same amount as if the Tenant had breached the obligation not to sublease the Subject of the Lease to a third party without the Landlord's consent (clause 5.7 below).

For the purposes of interpretation of the above paragraph, a visit to the Apartment shall mean the stay of another person in the Apartment who is neither the Tenant nor an employee of the Tenant, provided that such person stays in the Apartment for a maximum of 21 consecutive days, but in total no more than 60 days within one calendar year. If a person stays in the Apartment contrary to this provision and such person is neither the Tenant, a visitor, nor another person whose presence in the Apartment is explicitly permitted by the Agreement, the presence of such person shall be assessed in accordance with the provisions of the Agreement and these Terms that presume the existence of a sublease relationship, irrespective of whether such assumption corresponds to the actual situation.

- 6.2 During the entire term of the lease, the Tenant shall be obliged to act in such a manner as to prevent damage to the Subject of the Lease and to the common areas of the Residential building. In the event of a breach of this obligation, the Tenant shall be liable for the damage incurred. The Tenant shall be obliged to inform the Landlord without undue delay of any damage to the Subject of the Lease or its equipment and shall remedy such damage at its own expense in accordance with the instructions of the Landlord.
- 6.3 The Tenant declares that he has duly familiarised himself with and reviewed the Move-in brochure and the house rules, undertakes to comply with and respect them, and undertakes to ensure that persons living with the Tenant, as well as any visitors, comply with these internal regulations. The Tenant shall be responsible for compliance with such rules (including in respect of such third persons).
- 6.4 The Tenant undertakes not to carry out any construction alterations, modifications, or activities affecting the structure of the Subject of the Lease or any part thereof without the prior consent of the Landlord.
- 6.5 The Tenant undertakes to ensure, at its own expense, all minor repairs in the Subject of the Lease related to its use (i.e. repairs the cost of which does not exceed EUR 100) and customary maintenance works in the Subject of the Lease. In the event of the need for more extensive repairs, an emergency, or other extraordinary events, the Tenant shall immediately notify the Landlord of the need for repairs. The

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Landlord shall not be liable for damage incurred by the Tenant as a result of failure to timely report defects or damage caused by the Tenant's own fault, and the Tenant shall be solely liable for damage to the Subject of the Lease arising from a breach of the Tenant's obligation to report defects. The Landlord shall likewise not be liable for damage incurred by the Tenant as a result of a breach of provisions or declarations made by the Tenant in the Agreement.

- 6.6 The Tenant shall be obliged to secure any items brought into the Subject of the Lease and handle them in such a way as to prevent damage to the Subject of the Lease, as well as to protect such items against any damage. The Landlord shall not be responsible for, nor obliged to secure, any items brought into the Subject of the Lease by the Tenant.
- 6.7 Where the Tenant is a legal entity, it may allow the use of the Subject of the Lease under the Agreement only to its employee or to a member of its corporate body registered in the Commercial Register (hereinafter the "employee"). The Tenant shall notify the Landlord of the specific natural person who will use the Subject of the Lease no later than on the date of signing the Agreement and shall simultaneously demonstrate the employment or similar relationship of such person to the Tenant, for example by submitting the first page of the employment contract or an extract from the Commercial Register usable for legal purposes. In such case, the Tenant shall be liable for all damage caused by such person to the Landlord and shall also assume responsibility for all other secondary relationships arising as a consequence of the conclusion of the Agreement and the actual use of the Subject of the Lease. The Landlord shall not be responsible for inspections of electrical appliances brought into the Subject of the Lease by the Tenant; such inspections shall be the responsibility of the Tenant.
- 6.8 Neither the Tenant nor any other person shall be entitled, without the consent of the Landlord, to establish the registered office of a legal entity or a place of business in the Apartment, nor to place any commercial signage on or within the Residential building.
- 6.9 The Tenant shall not be entitled to sublease the Subject of the Lease or any part thereof to a third party without the prior written consent of the Landlord. A breach of this provision by the Tenant shall constitute a material breach of the Agreement, entitling the Landlord to withdraw from the Agreement. In addition, in the event of a breach of this obligation, the Landlord shall be entitled to a contractual penalty in accordance with the price list forming an annex to these Terms.
- 6.10 The Tenant undertakes to maintain order in the Subject of the Lease and in the common areas and to comply with all fire safety and hygiene regulations and legal standards set out by applicable laws governing the use of real property and its accessories, including regular ventilation and adequate heating, and to behave in accordance with good morals and the principles of proper neighbourly coexistence. In the event of a breach of this obligation, the Landlord shall be entitled to ensure performance of such obligations at the Tenant's expense and shall also be entitled to a contractual penalty in the amount specified in the attached price list.
- 6.11 On the day of termination of the lease term, the Tenant shall be obliged to return the Subject of the Lease in the condition in which it was received, taking into account normal wear and tear of the Subject of the Lease and the equipment in the Apartment. In particular, the Tenant shall be obliged to thoroughly clean the Apartment and to repaint it, or ensure its repainting, if repainting is necessary beyond normal wear and tear. In the event of a breach of this obligation, the Landlord shall be entitled to ensure performance of such obligations at the Tenant's expense and shall also be entitled to a contractual penalty in the amount specified in the attached price list.

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- 6.12 The Tenant shall not be obliged to restore to their original condition any alterations to the Subject of the Lease carried out with the consent of the Landlord upon termination of the lease. The Tenant shall not be entitled to reimbursement of costs associated with such alterations.
- 6.13 The Tenant shall not be entitled to keep any animals in the Apartment.
- 6.14 The Tenant shall not be entitled to smoke in the Subject of the Lease.
- 6.15 The Tenant undertakes to comply without delay with any instructions, requests or notices issued by the property manager of the Residential building and to respect decisions adopted by the owners of apartments and non-residential premises in the Residential building.
- 6.16 The Tenant undertakes to ensure that in particular if the windows in the Subject of the Lease are equipped with ventilation openings providing air supply for type B gas appliances, such ventilation openings remain freely accessible and fully functional from the interior and exterior sides of the window. The Tenant shall ensure in particular that these openings are not obstructed, covered, taped, blocked or otherwise interfered with in any way that would reduce their functionality. The Tenant shall ensure compliance with this obligation also through third persons (for example visitors of the Subject of the Lease). The Tenant acknowledges that in the event of a breach of the obligations set out in this paragraph, it shall be fully liable for any damage caused or other consequences associated with potential threats to the life or health of persons using the Apartment or the risk of property damage resulting from improper functioning of gas appliances or any restriction of their functionality.
- 6.17 The Tenant shall also be liable, in the same manner as set out in Clause 6.16, for any other interference with the functionality of appliances or other accessories of the Apartment that is not harmless in nature (i.e. decorative and non-restrictive). Liability under this clause includes, for example, liability for improper handling or use of fan coil air outlets or similar devices, if available in the project.

7. SPECIAL RIGHTS AND OBLIGATIONS RELATING TO THE GARAGE PARKING SPACE

- 7.1 The Tenant shall be obliged (and undertakes) to use the Garage Parking in accordance with the applicable legal regulations and exclusively for the agreed purpose, i.e. for parking passenger motor vehicles, and always in accordance with the current rules set out in the house rules of the Residential building, as well as the conditions expressly agreed in the Agreement. If the Tenant breaches its obligation under this Article of the Agreement, the Tenant shall be obliged to pay compensation for damage to the Landlord in accordance with the house rules.
- 7.2 The Tenant expressly undertakes to comply with the traffic signs placed in the Underground garage and, when parking passenger motor vehicles, not to restrict other users of the Underground garage, in particular by using, blocking or partially occupying their garage parking spaces or by parking on the lines marking the Garage Parking, and the like.
- 7.3 The Tenant shall not be entitled to park in the Garage Parking any non-functional, immobile or difficult-to-operate motor vehicles, vehicles loaded with cargo, or to place or store containers or any other items or materials in the Garage Parking. If the Tenant breaches its obligation under this Article of the Terms, the Tenant shall be obliged to pay compensation for damage to the Landlord in accordance with the house rules. Payment of a contractual penalty shall not affect the Landlord's right to claim compensation for damage. If the Tenant breaches its obligation under this Clause of the Agreement, the Landlord shall be

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entitled to remove from the Garage Parking any non-functional, immobile or difficult-to-operate motor vehicles, vehicles loaded with cargo, containers, or any other items or materials at the Tenant's expense.

8. RIGHTS AND OBLIGATIONS OF THE LANDLORD

8.1 The Landlord shall be entitled to enter the Subject of the Lease for the purpose of:

- a) carrying out an inspection to verify whether the Subject of the Lease is being used by the Tenant in the agreed manner or whether the provisions of the Agreement are otherwise being breached,
- b) carrying out repairs, maintenance or inspections of the Subject of the Lease or of the Residential building,
- c) carrying out a viewing of the Subject of the Lease no earlier than 2 months prior to the termination of the lease under the Agreement by any method of termination contemplated by the Agreement or applicable law.

The Landlord may exercise the above right of entry into the Subject of the Lease only in the presence of the Tenant and upon prior agreement. The Landlord shall notify the Tenant of the date and approximate time of the inspection by telephone at least 24 hours in advance, or by e-mail, and the Tenant shall be obliged to allow the Landlord to inspect the Subject of the Lease to the extent required and without undue delay. If the Tenant fails to respond or responds negatively more than twice to the Landlord's request to allow entry into the Subject of the Lease under this provision, provided that at least one such request has been sent to the Tenant also in writing (including electronically), the Landlord shall be entitled to enter the Subject of the Lease even without the presence of the Tenant. The same shall apply if the Tenant fails to attend at least once at the agreed time for entry into the Subject of the Lease by the Landlord. At the second agreed appointment, the Landlord shall be entitled to enter the Apartment even without the presence of the Tenant, to which the Tenant expressly agrees.

8.2 The Landlord is also entitled to enter the Apartment with a potential interested party for the purpose of enabling its viewing, no earlier than one month prior to the termination of the lease under the Agreement, and in the presence of the Tenant. The Tenant shall be obliged to provide cooperation and to attend such viewing. The Landlord shall be obliged to notify the Tenant of the planned viewing at least 48 hours in advance. If the Tenant fails to make the Apartment accessible or fails to attend the viewing without justification, the Landlord shall be entitled to enter the Apartment alone, to which the Tenant agrees.

8.3 The Landlord shall be entitled to retain a spare key to the Subject of the Lease. The Landlord may use such key and enter the Apartment in the absence of the Tenant only in i) an emergency situation (accident, or other extraordinary or unforeseeable circumstances threatening the Apartment or the Residential building); ii) a situation where, despite repeated requests under Clause 8.1, the Tenant has failed to allow the Landlord access to the Apartment or has failed to attend the agreed appointment without justification; or iii) in accordance with Clause 8.2 or for the purposes thereof. The Landlord shall inform the Tenant of each such entry into the Subject of the Lease. In the event of an imminent risk of damage, the Landlord shall be entitled to enter the Subject of the Lease in order to take measures necessary to prevent such damage or mitigate its consequences. The Landlord shall also have the right to retain an amount of EUR 300 after termination of the lease for the purpose of securing payment of the settlement of utilities and settlement payments, or to cover other outstanding amounts if such risk is identified upon the Tenant's move-out based on the measured consumption of energy and utilities. The Landlord shall be entitled to retain such amount from the security deposit being returned.

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- 8.4 The Landlord undertakes to ensure that the Tenant is provided with the full and undisturbed exercise of rights associated with the use of the Subject of the Lease.
- 8.5 For the purpose of carrying out maintenance, reconstruction, or other construction or technical works, or for another important reason, the Landlord shall be entitled at any time during the lease of the Garage Parking to designate for the Tenant (through lease or sublease, at the Landlord's discretion) another individual garage parking space as a Garage Parking, which shall be located in the Underground garage. Upon notification by the Landlord of the designation of another Garage Parking to the Tenant, such Garage Parking shall be deemed, for the purposes of the Agreement, to form part of the Subject of the Lease, respectively to constitute the Garage Parking.
- 8.6 For the purpose of carrying out maintenance, reconstruction, or other construction or technical works, or for another important reason, the Landlord shall be entitled at any time during the lease of the Basement Cellar to designate for the Tenant (through lease or sublease, at the Landlord's discretion) another individual basement cellar as a Basement Cellar, which shall be located in the Residential building. Upon notification by the Landlord of the designation of another Basement Cellar to the Tenant, such Basement Cellar shall be deemed, for the purposes of the Agreement, to form part of the Subject of the Lease, respectively to constitute the Basement Cellar.
- 8.7 The Landlord shall be entitled to require the Tenant to demonstrate creditworthiness by submitting bank account statements showing the Tenant's income for the previous three months.
- 8.8 If the Landlord has granted the Tenant consent for the registration of the Tenant's permanent residence or the permanent residence of another person in the Subject of the Lease, the Tenant shall, after termination of the Agreement, no later than 15 days after termination of the Agreement, ensure that the address of such permanent residence is changed to another permanent residence address. Otherwise, the Landlord shall be entitled to deregister the Tenant (or another person) from the permanent residence at the Subject of the Lease independently, for which the Tenant shall pay the Landlord a contractual penalty in the amount specified in the price list forming an annex to these Terms. If, at the time the Tenant is deregistered from permanent residence by the Landlord, the Landlord has not yet returned the remaining unused portion of the security deposit, the Landlord shall be entitled to set off its claim for payment of the contractual penalty under this provision against the Tenant's claim for the return of the security deposit, to which the Tenant agrees.
- 8.9 The Tenant shall be obliged to provide the Landlord, within 5 calendar days after the conclusion of the Agreement, with its current contact details, in particular a telephone number, an e-mail address (if it is available) and a correspondence address. The obligation under the previous sentence shall not apply to details already specified in the heading of the Agreement. If the details provided by the Tenant under this clause, or those specified in the heading of the Agreement, change, the Tenant shall notify the Landlord of such change together with the new details in writing within 10 days. In the event of a breach of this obligation according to this point of the Terms, the Landlord shall be entitled to a contractual penalty in accordance with the price list forming an annex to these Terms.

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8.10 Upon concluding the Agreement, the Landlord and the Tenant agreed on the specific persons who may reside in the Apartment together with the Tenant, and such persons are clearly identified in the Agreement. For completeness, the Landlord also specifies below the maximum number of persons who may reside in the Apartment. This shall not affect the provisions of Clause 6.1 of these Terms.

Apartment size 1+kk and 1,5+kk	Maximum 2 persons
Apartment size 2+kk	Maximum 3 persons
Apartment size 3+kk	Maximum 4 persons
Apartment size 4+kk	Maximum 5 persons

9. TERMINATION OF THE AGREEMENT

9.1 The lease relationship under the Agreement shall terminate:

- a) upon the expiry of the period for which it was agreed,
- b) by written agreement between the Landlord and the Tenant;
- c) by written notice of termination by either of the Contracting Parties under the conditions set out in the Agreement or for the reasons specified in Section 7 of the Short-Term Lease Act,
- d) by written withdrawal from the Agreement by either of the Contracting Parties under the conditions set out in the Agreement or in the Short-Term Lease Act; in such case the Agreement shall terminate at the moment the notice of withdrawal is delivered to the other Contracting Party (*ex nunc*).

9.2 The Landlord shall be entitled to terminate the Agreement for the following reasons:

- a) the Tenant or a person living with the Tenant in the Apartment or present therein with the Tenant's consent, despite prior written notice from the Landlord, damages the Apartment or its equipment, or the common parts or common facilities of the Residential building, or otherwise seriously breaches good morals or the house rules in the Residential building or in the Underground garage;
- b) the Tenant has failed to duly and timely pay the Rent or payments for Services Connected with the Lease for a period exceeding two months;
- c) the Tenant has failed to replenish the security deposit to its original amount despite a written request from the Landlord;
- d) the Tenant uses the Subject of the Lease contrary to the agreed purpose;
- e) despite a written request from the Landlord, the Tenant fails to maintain the Subject of the Lease and its equipment in a clean, orderly and functional condition or uses the Subject of the Lease and its equipment in a manner that causes damage to the Landlord;
- f) the Landlord requires the Subject of the Lease for its own purposes or has transferred the ownership of the Subject of the Lease (or only the Apartment) or otherwise disposed of it to a third party.

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9.3 The Tenant shall be entitled to terminate the Agreement for the following reasons:

- a) the Subject of the Lease has become unsuitable for the agreed use and such condition was not caused by the fault of the Tenant or persons living with the Tenant in the Apartment;
- b) the Tenant's employment relationship, service relationship, civil service relationship or another similar relationship has been terminated; or
- c) the Tenant has become entitled to social housing under a special regulation.
- d) The Landlord has notified the Tenant of a change to the Terms and their validity, and the Tenant does not agree to the change. This ground for termination may be exercised in writing by sending a notice of termination to the Landlord within 14 (fourteen) days from the date on which the Landlord informed the Tenant of the change to the Terms. If the Tenant does not deliver the termination of the Agreement to the Lessor within the period specified in the previous sentence, it is deemed that he/she agrees to the change in the Terms.

9.4 The Landlord shall be entitled to withdraw from the Agreement for the following reasons:

- a) despite a written notice, the Tenant has failed to duly and timely pay the Rent or payments for Services Connected with the Lease for a period exceeding two months;
- b) despite a written notice from the Landlord, the Tenant has repeatedly failed to allow inspection of the Subject of the Lease and its equipment in accordance with the Agreement;
- c) despite a written notice, the Tenant uses the Subject of the Lease contrary to the agreed purpose;
- d) the Tenant has subleased the Subject of the Lease or any part thereof to a third party contrary to the Agreement;
- e) the Tenant or another person allowed by the Tenant to enter the Subject of the Lease breaches the prohibition of smoking in the Subject of the Lease;
- f) the Tenant keeps an animal in the Apartment or in the Subject of the Lease without the prior written consent of the Landlord; or
- g) the Tenant is in delay with the payment of the security deposit or has failed to pay it under the Agreement even within the additional period granted by the Landlord (which shall not be shorter than 3 working days).

9.5 The Tenant shall be entitled to withdraw from the Agreement for the following reasons:

- a) the Subject of the Lease was not handed over in a condition suitable for the agreed use; or
- b) the Landlord has unilaterally changed the amount of the Rent or payments for Services Connected with the Lease of the Apartment and its accessories contrary to the law.

9.6 If written notice of termination has been given, the lease shall terminate upon the expiry of the notice period. The notice period shall start on the day following the day on which the notice was delivered to the other Contracting Party. The notice period shall be:

- a) one month in the case of termination for the reason under Clause 9.2 c) – e) of Terms;

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- b) two months in the case of termination for the reason under Clause 9.2 f) and Clause 9.3 of Terms;
- c) fifteen days in the case of termination for the reasons under Clause 9.2 a) and b) of Terms.

9.7 For the avoidance of doubt, a change of ownership of the Subject of the Lease shall not constitute grounds for termination of the Agreement by the Tenant. The provisions of § 680 (3) of the Civil Code shall not apply to the Agreement and their application is excluded in its entirety.

9.8 Upon withdrawal from the Agreement, the Agreement shall terminate upon delivery of the notice of withdrawal, effective at the moment the notice of withdrawal from the Agreement by the withdrawing Contracting Party is delivered to the other Contracting Party.

10. VACATION OF THE SUBJECT OF THE LEASE

10.1 Upon termination of the lease, the Tenant shall be obliged, at its own expense, to vacate the Subject of the Lease and hand it over to the Landlord in a condition corresponding to normal wear and tear, on the date of termination of the lease, unless the Contracting Parties agree otherwise in writing. The obligations of the Tenant pursuant to Clause 6.10 shall remain unaffected hereby, and the Tenant shall be obliged to fulfil them.

10.2 If the Tenant fails to vacate the Subject of the Lease or hand it over to the Landlord even within 10 calendar days from the date of termination of the lease, or within 5 calendar days from the date of such termination where the lease relationship has been terminated by withdrawal from the Agreement, the Landlord shall be entitled to compensation for damage in the amount of EUR 1,000. The Landlord shall also be entitled, for the purpose of securing its claims against the Tenant (including the compensation for damage referred to in the preceding sentence), to retain the movable property of the Tenant located in the Subject of the Lease, except for items exempt from enforcement. The Landlord shall be entitled to retain the movable property of the Tenant located in the Subject of the Lease only if the unused portion of the security deposit is insufficient to satisfy the claims arising from the Agreement.

11. FINAL PROVISIONS

11.1 The Contracting Parties shall deliver written communications under the Agreement by post, in person, or by e-mail, always to the addresses specified in the heading of the Agreement. The Contracting Parties shall be obliged to notify each other of any change in the address for delivery. For the purposes of delivery by post, the date of delivery shall also be deemed to be the day on which the Contracting Party acting as the addressee refuses to accept the delivered document, or the day on which the storage period for collection of the postal item delivered to the Contracting Party expires without success, or the day on which the postal item delivered to the Contracting Party bears a postal notation such as "addressee moved," "addressee unknown," "addressee not found," or another notation of similar meaning. For the purposes of delivery by electronic mail (e-mail), the moment of delivery shall be deemed to be the moment of demonstrable sending of the e-mail by the sender to the contact e-mail address of the addressee specified in the heading of the Agreement.

[***]

FLORIAN RESIDENCE

In Bratislava on: [●] [●] 202[●]

[●]

Tenant

Name: [●]

Function: [●]

Annexes: Price list of administrative fees and penalties

Florian Residence s.r.o., with its registered seat at Bottova 1/1, 811 09 Bratislava – Staré Mesto city district, Slovak Republic, Company ID No.: 51 439 573, registered in the commercial register of Municipal Court Bratislava III

www.florian4rent.sk

Florian Residence s.r.o.

PRICE LIST OF ADMINISTRATIVE FEES AND PENALTIES

EFFECTIVE: in accordance with the validity of the Terms and conditions

All amounts are stated including VAT

ADMINISTRATIVE FEES	AMOUNT
Issuance of a confirmation or declaration for third parties, with or without notarial verification	33 €
Lease contract changes at the tenant's request, except lease extension	333 €
Lease prolongation	<i>No charge</i>
Other administrative acts – based on written agreement	<i>Individual pricing</i>

TECHNICAL MANAGEMENT AND SECURITY	AMOUNT
Unlocking of slammed doors	<i>Per actual costs</i>
Lock replacement due to lost keys – apartment	200 €
Lock replacement due to lost keys – storage / cellar	100 €
Loss of access chip	5 €
Damage compensation	<i>Individual pricing</i>

PENALTIES AND FINES	AMOUNT
Reminder (informational, e-mail) - 1st notice	<i>no charge</i>
Payment notice (e-mail and phone call) - 2nd notice	20 €
Notice to replenish the security deposit (e-mail, letter)	40 €
<i>Handover of an uncleaned apartment upon move-out</i>	
Other penalties and fines (breach of House Rules, contract)	<i>Per lease contract / TAC</i>

Fees are charged by a separate invoice or together with the next due rent invoice, or deducted from the deposit as appropriate. This schedule is an integral annex to the Terms and conditions.