

General Terms and Conditions

Land acquisition and administration

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Complete this template for the particular transaction before signing. Square brackets are placeholders, not agreed particulars. The Czech version prevails unless the individual agreement expressly provides different language terms.

I. Provider and scope

1.1 The service provider is APF AGRICULTURAL INVESTMENT LTD., company number 13810721, registered office Office Q, 35 Astbury Road, London, England, SE15 2NL ("LTD"). Contact: info@verdanteurope.com. Czech contact address: Kostelecká 366, 796 01 Prostějov. The client's identity, particular services and payment details shall be set out in the individual services agreement.

1.2 These Terms govern services relating to VERDANTLand. The client acquires direct ownership of specified land in the Czech Republic. Website registration, payment of a fee or purchase of a token does not create ownership. Ownership requires registration in the Czech Land Register.

1.3 The land seller is identified in the purchase agreement. The prospective purchaser on repurchase is APF Malta Real Estate Limited, registration number C 110216, registered office 171, Triq L-Ifran, Valletta VLT 1455, Malta, represented by David Sosík, director. LTD is not a guarantor or joint debtor of this company without a separate express undertaking.

II. Contract formation and services

2.1 Before acceptance, the client receives the individual agreement, these Terms, the price and list of services, land particulars, known encumbrances, agricultural lease arrangements and external costs. Website statements do not replace agreement on a particular transaction. The standard minimum land acquisition price is CZK 300,000 unless individually agreed otherwise.

2.2 LTD supplies only the services expressly agreed in the individual agreement, in particular selection and coordination of land acquisition, delivery of records and subsequent administrative services. The scope, duration and deliverables of administration and any representation must be specified in that agreement. Acceptance of these Terms alone creates neither a power of attorney nor authority to dispose of or encumber the land.

2.3 Individual terms prevail over these Terms. The FPA binds its parties alone and establishes binding repurchase parameters. The prospective purchaser accepts these Terms only by their express incorporation into the FPA. Changes to an existing transaction require agreement of the affected parties.

III. Price, fee and costs

3.1 The land acquisition price P is the separate price of the property under the purchase agreement, excluding the administration fee and ancillary charges. LTD's one-off administration fee is 7% of P. This is the final fee inclusive of any legally applicable VAT, not 7% plus VAT. The invoice shall correctly state the applicable tax treatment.

3.2 The individual agreement specifies when the fee falls due and the particular services for which it is payable. In the absence of an agreed due date, it falls due within 14 days after completion of the agreed acquisition services and delivery of the statement. If acquisition does not proceed, only expressly pre-agreed services actually supplied and approved costs reasonably incurred may be charged, subject to consumer rights.

3.3 Escrow, registration, certification, translations, valuation and other external costs are charged separately only under a pre-approved schedule. No additional performance fee arises without express agreement. The 7% fee is not charged again on repurchase under the same FPA. The client shall not pay LTD the purchase price or escrow funds in place of the agreed escrow agent.

IV. Term and future purchase price

4.1 Standard terms are 12, 24, 36, 48 and 60 months. Any other term requires an advance written agreement also specifying the rate. No 120-month term is offered. The margins below apply only when incorporated into the particular FPA.

4.2 The future purchase price is $K = P + S + F + Z$: land purchase price P, one-off administration fee S of 7% of P, agreed charges F and appreciation Z for the holding period. F is the sum of pre-agreed, substantiated land acquisition charges itemised in the individual agreement or annex. Z is calculated on P alone, not on P increased by S and F. Z is calculated as simple interest on the unchanged P, without compounding, for successive three-month periods. Each period uses the 3M PRIBOR fixing two Prague banking business days before its start plus the applicable margin. The actual number of days is divided by 365. A negative rate is not automatically replaced by zero and no rate cap is agreed.

4.3 T0 is the date of the legal effects of the approved registration of the client's initial ownership. Maturity is T0 plus the agreed number of months, using the last day of the month if the relevant day does not exist. Each period includes its first day and excludes the first day of the next period. A short final period is calculated proportionately. The FPA governs the fixing source, rate unavailability and calculation records.

Agreed term	Margin above 3M PRIBOR
12 months	4 percentage points p.a.
24, 36 or 48 months	5.5 percentage points p.a.
60 months	7 percentage points p.a.

V. Advances and economic outcome

5.1 Under the signed FPA, the prospective purchaser pays an advance of 10% of P after each completed 12 months, excluding the administration fee and charges. This is part payment of the future purchase price, not an additional 10% on top of the price increment. All advances actually paid are deducted from K at final settlement, including the last annual advance if already paid.

5.2 The contractual price increment is an obligation of the prospective purchaser under the FPA. It is not the land's actual market appreciation or the client's net return. The administration fee and agreed charges included in the future purchase price are not deducted again on repurchase. The actual net result takes account of applicable taxes and other separately agreed costs. Risks include a fall in market value and default or insolvency of the prospective purchaser. Land ownership does not guarantee repurchase payment.

VI. EU, EEA, Swiss and third-country purchasers

6.1 Eligibility to acquire the particular agricultural land is checked before a binding acquisition. Section 3d of Czech Act No. 334/1992 Coll. imposes a reciprocity restriction in relation to countries whose law does not allow agricultural land ownership by Czech citizens, persons resident in the Czech Republic or legal entities seated there. The statutory characteristics of the particular acquirer matter, not merely the label "non-EU".

6.2 The restriction does not apply to a citizen, resident individual or legal entity seated in the EU, EEA or Switzerland, or where an applicable treaty exception exists. Statutory exceptions also cover marital community property with a qualifying spouse, inheritance, transfers from a direct relative, sibling or spouse and qualifying exchanges of Czech agricultural land.

6.3 Property-related exceptions include gardens, plots strictly smaller than 2,000 m², plots forming a functional unit with an immovable building owned by the acquirer and specified plots connected to unit ownership under section 3d(2). Other third-country purchasers must substantiate reciprocity or a specific statutory exception. If unclear, a legal assessment of the relevant foreign law is obtained and the transaction is not concluded until eligibility is resolved.

6.4 The client provides citizenship and residence details and, for an entity, its seat, registration, representation and beneficial ownership. Signature certification, apostille or legalisation and official translations are provided where required, subject to applicable exemptions. Sanctions, AML and any applicability of Czech Act No. 34/2021 Coll. on foreign investment screening, including indirect control, are assessed separately. Ministry permission is not required indiscriminately for every foreign purchase. Malta is an EU Member State, but the particular purchaser's registration must be checked.

VII. Administration, cooperation and termination

7.1 The client receives ownership and lease records and keeps identification and payment details current. A new lease, disposal, encumbrance or significant intervention requires the owner's consent or a specific power of attorney. Agricultural rent is settled under the relevant agreement and is not automatically part of the price increment or LTD's income.

7.2 Property tax and the client's own tax obligations remain with the statutory taxpayer. Early disposal and termination of the repurchase require a written settlement with the affected parties. No buyer within a fixed period, or preservation of the calculated future price on early disposal, is guaranteed. Client inactivity alone does not cause forfeiture of all advances or rights.

7.3 Insolvency of the prospective purchaser and settlement of advances are governed by the FPA and mandatory law. Insolvency alone does not turn advances into a contractual penalty. Damages require a legal basis and proof of the relevant conditions. Set-off must also be permitted by insolvency law.

VIII. Consumers, complaints and personal data

8.1 For a services agreement concluded at a distance or off premises, a consumer generally has a statutory 14-day withdrawal period from conclusion. In statutory cases involving an unsolicited home visit or organised sales excursion, the period is 30 days. This notice concerns services, not automatically the transfer of property ownership, which is covered by section 1840(d) of the Czech Civil Code.

8.2 Services begin before the withdrawal period expires only at the consumer's express request recorded on a durable medium. On withdrawal, a proportionate charge may be made only under the statutory conditions. The withdrawal right is lost upon full performance only with prior express consent and acknowledgement under section 1837(a). General acceptance of these Terms is not that request or consent.

8.3 Withdrawal may be sent to LTD's contact details, for example: "I withdraw from the services agreement dated [date], name and address [details], date [date], signature for a paper notice [signature]." Complaints may be sent to info@verdanteurope.com. LTD confirms receipt and resolves consumer complaints within 30 days unless a longer period is lawfully agreed. Out-of-court consumer dispute resolution: Czech Trade Inspection Authority, www.coi.cz, within its jurisdiction.

8.4 Identification data, KYC records and agreements are processed for contract performance and legal obligations under a separate privacy notice. Marketing consent is separate and voluntary, not a condition of purchase. Politically exposed person status must be disclosed truthfully and assessed individually. It does not automatically prohibit a transaction.

8.5 Czech law applies subject to mandatory consumer protection under applicable law and rules on international jurisdiction. The client accepts these Terms by signing them and they form part of the individual agreement that incorporates them.

Client acknowledgement and signature

The client confirms receipt of these Terms before entering into the individual agreement, having read them and agreeing to their wording. Signing these Terms does not replace a separate request to start services during the withdrawal period or marketing consent.

Client: [name / company]

Date of birth / registration number: [●]

Residence / registered office: [●]

Individual agreement no.: [●]

In [●] on [●]

Client / authorised representative signature: _____