

RULL ESTATE GENERAL TERMS AND CONDITIONS (T&C)

(The rights of the RULL ESTATE, Partner, Token, and the Token holder are set forth in this terms and conditions document.)

1. Basic provisions

1.1 Provider of technical solution. RULL Estate, as, with registered office Hlavné námestie 5, Bratislava 811 02, Slovak Republic and ID number: 55246494 is a joint-stock company established on the basis of the law of the Slovak Republic and provides a technical solution to the Partner, which consists in the right to enable users access and use of the Website and the Official Application (hereinafter referred to as "**RULL Estate**").

1.2 Issuer of Tokens and performance characteristics. The Partner is the company with the name, registered office, ID VAT number specified more in token purchase agreement concluded between partner and user (hereinafter referred to as "Partner"). Partner offers for natural and legal persons, without the condition of their territorial binding, participation in the profit share from real estate and other selected related rights with Asset Tokenization, specified in more detail in separate token purchase agreements; The Partner is the issuer of Tokens tied to real estate specified by the Partner (hereinafter referred to as "Performance"). The Partner reserves the right, at its own discretion, to change the scope and conditions related to the provided Performance.

1.3 Websites. The Partner promotes and describes its Performance through the websites [<https://rull.estate>] and [<https://estate.rull.world>], which are operated by the company RULL Estate as and their functionality is used on the basis of the contractual relationship established between the Partner and the company RULL Estate as (hereinafter referred to as "**Website**").

1.4 Conditions. These general terms and conditions (hereinafter referred to as "**GTC**" or "**Terms and Conditions**") govern the rights and obligations between Token holders (as defined below in Article 1.6) and the Partner.

1.5 Official application. The Partner can unilaterally determine the official application for offering and delivering Tokens. The Official Application may be used in particular to hold Tokens (as defined below in Article 1.6) and to exercise the rights of Token holders (as defined below in Article 1.6). As of the effective date of these GTC, the only official application is "Rull" ("**Official Application**"). The Partner reserves the right to change the official application at any time in the future. Users and holders of Tokens (as defined below in Article 1.6) acknowledge that the Official Application is not operated by the Partner.

1.6 AML/KYC compliance. The Partner may request any information and/or documents from Users and Token Holders (both defined below in Article 1.6) in order to comply with AML/KYC.

1.7 Definition of selected terms.

Cardano: Cardano (ADA) is a decentralized digital currency without a central bank or single administrator that can be sent from user to user on the peer - to- peer Cardano network.

Blockchain Record: All data, including metadata, related to the Token recorded on the ADA Blockchain or on another Blockchain chosen by the Partner in the future.

Contracting Parties: "Contracting Parties" shall mean the holder of any Token or Partner as defined in Article 1.1. "Party" means either the Partner or the Token holder.

User: Any person who uses the Website and/or Official Application.

Token: Token means a (non-)fungible Token in accordance with the ADA Token standard or other Token standard selected by the Partner, issued by the Partner, which is a unique verifiable digital record stored in the ADA network or other network selected by the Partner. The Token contains metadata referring to information on the scope of rights to use the Real Estate related to the Token and information on the rights of its holder in relation to the Partner. All rights listed in the metadata are for informational purposes only and the provisions of these terms and conditions take precedence.

Property: Property specified by the Partner, listed on the Website. The property can be described in detail by name, its floor area, layout, characteristics, equipment and location.

Token Holder: Any person who owns a Token. A person is considered a Token holder if they hold their private keys to the Token or if they hold the Token through an official application. In the event that the Partner holds private keys for the User of the Official Application and/or Website, in this case the User is considered the Token holder, not the Partner.

2. General rights of the Token holder

2.1 Conditions. The Terms describe the basic rights and obligations of the holder of the Token issued by the Partner in relation to the Properties located in the destinations listed for each Token in the Token description.

2.2 Determining the rights of the Token holder. The Token holder's rights related to the Token are governed by these GTC. The Token Holder acknowledges that any information included in the Token metadata is to be considered informative and non-binding.

2.3 Specification of general rights of the Token holder. The rights of the Token holder are specified in these GTC. The Token holder acknowledges that the extent and conditions of exercising any of his rights related to the Token can be specified unilaterally by the Partner and may be changed in the future by the procedure according to point 14.1 of these

GTC. The Partner can also unilaterally grant Token holders rights that are not yet specified in these GTC.

2.4 No ownership rights. The Token Holder is in no way entitled to any ownership rights to the Property, including any co-ownership rights to the Property that may arise under applicable law. This does not interfere with any other right set forth in these GTC , i.e. the holder of the Token is, for example, entitled to receive payment for the sold Real Estate (share from the sale) and so on, if such rights have been agreed upon. This provision applies to the possession of the Token and/or to the contractual relations between the Token holder and the Partner.

2.5 Equal rights. Each of the Tokens related to the same Property has the same rights.

2.6 Ownership of multiple Tokens. Users and holders of Tokens are entitled to own multiple Tokens related to the same and/or different Real Estate.

2.7 Period of application of Tokens. The purchase of Tokens is carried out for a specific length of time, on the basis of which the User is paid the relevant reward described in point 3.3 of these GTC. This length, as well as the possible optionality of the duration of the use of Tokens, is determined by the Partner in the contract for the purchase of Tokens. After the end of the application period, the Tokens from the Users are automatically transferred to the Partner in the official application, for which the User is entitled to receive the purchase price of the Tokens transferred to the Partner and other rewards specified in these GTC to their User Account from the Partner. In the event that the User holds Tokens on the secondary market, he will be invited and notified in an appropriate manner (primarily by e-mail address) by the Partner to transfer Tokens in the manner specified by the Partner.

2.8 Early redemption of the Token. Before the end of the period for which the investment was concluded, the User may request the Partner to terminate the Agreement and redeem the Token early. In this case, the partner has the right to keep part of the original purchase price, the amount of which will depend on the date of termination of the contract and early redemption of tokens. The request for early redemption of Tokens and its realization will be made exclusively on the Website.

2.9 Reservations to changes to the Terms and Conditions. In the event that the Partner uses its right to make changes according to point 14.1, the User is entitled to express his disagreement with the change to the Terms and Conditions by sending a notice in which he states reservations about the change to the Terms and Conditions within 14 days from the announcement of the change to the Terms and Conditions by the Partner according to point 14.1. The User shall send the notice in written form electronically to the Partner's address specified in more detail in purchase agreement. and also to the address of the technical

administrator support@rull.app]. In the event that the Partner will not be able to partially comply with the User's reservations stated in the notice, or if the Contracting Parties do not agree otherwise, the User has the right to withdraw from the Agreement on the purchase of Tokens, which is directly affected by the change in the Terms and Conditions.

3. The rights of the Token holder are described in more detail

3.1 The right to income from the Property

3.1.1 Authorization of the Token holder. The Token holder is entitled to a dividend from the Property that is related to the holder's Token.

3.1.2 Determining the amount of the dividend. The specific amount of the Token holder's dividend is determined by the Partner. This amount corresponds to the percentage share of each Token holder from the amount invested in the selected Real Estate. No part of the income from the company's business activity or any other source of income from the Real Estate is included in the dividend.

3.1.3 Date of dividend payment. The specific date of payment of the Token holder's dividend is determined by the Partner individually for each Token Agreement on purchase of Tokens.

3.2 Use of the Property

3.2.1 Authorization of Token holder. The Token Holder may have the right to use the Real Estate in the manner and to the extent determined unilaterally by the Partner. The Partner may further establish the conditions applicable to the use of the Real Estate by the Token Holder, for example the operating rules of the Real Estate or any other relevant document issued by the Partner that governs the use of the Real Estate.

3.2.2 Time frame for exercising the right. The Token Holder can exercise his right to use the Property within the time frame set by the Partner. Unless otherwise stated, after this time frame the Token holder loses the right to use the Property.

3.2.3 Alternative exercise of the right. The Partner may, at its discretion, offer the Token Holder an alternative Property to use in lieu of the property associated with the Token Holder's Token in the event that the primary Property is not available for use at the Token Holder's preferred time.

4. Applicable fees

4.1 Transaction fees. The Token Holder acknowledges that the Partner may charge them transaction fees for Token-related operations based on the fee structure of the Blockchain protocol used for the Tokens. Transaction fees may vary depending on the current usage of the blockchain network.

4.2 Fees. The Partner may charge Users and Token Holders fees according to the price list of fees valid at that time, which will be published on the Website.

5. Payment method

5.1 Method of payment. The primary payment method for purchasing Tokens is ADA. The Partner may change the primary payment method in the future without proper notice to the Users. This payment method is subject to the fees listed in the fee price list. The fee schedule rate is subject to change at any time and may vary for specific Users or Token Holders.

6. Secondary market

6.1 External sale of Tokens. Sale, resale or any other legal actions leading to the transfer of rights of the Token Holder outside the official application and/or the official secondary market, as defined by the Partner in these GTC, is not allowed. The partner reserves the right to authorize sales, resale and/or related legal acts in writing in individual cases.

6.2 Secondary market rules. If the Partner allows it, the holders of the Tokens can sell the Tokens or deal with them in another way. The Partner may grant a written exception to this provision to individual Token Holders.

7. Sale of Tokens

7.1 First sale of Tokens. The Partner reserves the right to enable the sale of Tokens on the Website at its discretion.

7.2 Placing Tokens for Sale. As soon as the Partner allows it, the Token Holder can place their Token for sale on the Website.

7.3 Partner offer. The Partner is entitled to offer any Token Holder the purchase of his Token at any time. The offer is primarily entered through the Website or the Official Application, however making this offer in any other way does not cancel the offer.

7.4 The difference in the price of the Token. The Partner reserves the right to change the initial prices of Tokens for individual Users. This includes, but is not limited to, the Partner creating special offers for specific Users and/or Token Holders.

7.5 Conclusion of the Contract. The Token sale is considered closed when the User purchasing the Token concludes the relevant contract for the purchase of Tokens and confirms familiarity with these GTC.

8. Intervention

8.1 Intervention in general. In case of high necessity, RULL Estate can step in and correct the situation by fixing the Blockchain Record , Official Application and/or Website, especially for the following information: the name (and/or nickname) of the Token Holder, the number of Tokens that the Token Holder has, and other information specifying the ownership of Tokens.

8.2 Cases of high necessity of intervention. Cases of high necessity include, but are not limited to: hacking attacks, outage of the ADA network (or any other selected blockchain), compromise of data related to Token Holders, Partner and/or Tokens and any other cases in which unauthorized alteration, distortion and /or deletion of data and which caused a discrepancy between the actual and recorded state of affairs.

9. Website License and Use

9.1 Reservation of rights. Partner and Users acknowledge that RULL The Estate owns all rights to the Website, in particular copyright to the content, including page layout, text, photographs, films, graphics, trademarks, logos and other content and features. The website or part of it may not be copied, modified or otherwise used contrary to its purpose without the consent of RULL Estate.

9.2 No interference. Partner and Users acknowledge that RULL Estate is not responsible for errors arising as a result of interventions by third parties in the Website or use of the Website contrary to its purpose. Neither the Partner nor the User may, when using the Website, perform any procedures that could have an adverse effect on the operation of the Website, and may not perform any activities that would allow him or third parties to unauthorizably interfere with or abuse the Website or its part in a way that would be contrary to the purpose of the Website.

10. Confidentiality

10.1 Confidential information. The User may not disseminate or provide confidential information about the Partner and RULL Estate without the written consent of the Partner to any third parties; confidential information is any information or facts regarding the Partner's activity, know-how, delivered Performance, technical and business procedures, business strategies and business contacts.

10.2 Public information. The obligation of confidentiality does not apply to information that is publicly accessible or publicly known.

11. Communication between the Contracting Parties

11.1 Electronic communication. Complaints, official complaints and any legal actions will be delivered to the Partner exclusively by electronic mail, to the e-mail address specified in these GTC. The Partner can deliver written documents to Users and/or Token Holders to their e-mail address entered during registration and listed in the Official Application.

12. Dispute resolution

12.1 These GTC and all related contracts and legal relationships between the User and the Partner resulting from them are governed by the legal order of the Slovak Republic.

13. Dispute resolution

13.1 The contracting parties have agreed that any legal acts or proceedings resulting from these General Terms and Conditions, and if the possibility of choice is given and this is not excluded by the regulation of substantive and/or functional jurisdiction in the sense of the applicable legal order, will be carried out by the Municipal Court BA I II. Slovak republic.

14. Changes to the Terms and Conditions

14.1 Right to changes. The Partner may at any time change or supplement these GTC and/or the terms of delivery of the Performance by the Partner, in particular, but not exclusively, with reference to any changes in legislation and technological progress affecting the delivery of the Performance. or handling the User's data. The Partner may further amend or supplement these GTC and/or the terms of delivery of the Performance due to any expansion or changes to the Website or the scope of the delivery of the Performance, or change them in such a way that there is no gross disproportion between the rights and obligations of the Contracting Parties or to mitigate or eliminate such disproportion. These changes can also be made by the Partner at the initiative of changes in the market or changes in the commercial or licensing conditions of third parties whose system or application software the Partner uses in connection with the delivery of the Performance.

14.2 Information about changes. The User will be informed about the changes and new wording of these GTC and/or terms of delivery of the Performance. The new wording of these documents will be made available on the Website and/or through the Official Application. The new wording enters into force on the day indicated therein.

15. Final provisions

15.1 Contact details of the technical administrator: Business name: RULL Estate, a.s.

Registered office: Hlavné námestie 5, 811 01 Bratislava - Staré Mesto district, Slovak Republic

E-mail: [support@rull.app]

Web page: [<https://rull.estate>]

15.2 Unavailability of electronic platforms. Users and/or Token holders acknowledge that the Website and the Official Application may not be available for a limited period of time due to technical or other unforeseen events. Neither the partner nor RULL Estate is responsible for such unavailability.

15.3 Temporary replacement of internal record. Partner reserves the right to temporarily replace any Token with an internal record prior to Token minting. The token will be delivered to the User after minting.

15.4 No offset. The User and/or Token Holder may not offset any of their claims against the Partner or claims acquired against the Partner from third parties.

15.5 Language versions. These GTC may be written in other languages. In the event of a discrepancy between the language versions, the Slovak version takes precedence.

15.6 Separability. If any provision of these GTC becomes invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining provisions shall remain unaffected.

15.7 Off-Website Transactions. Users and Token holders acknowledge that the Partner is not responsible for and cannot influence any Token-related transactions outside the official Website.

15.8 Risk of regulation change. Users and Token Holders acknowledge that neither the Partner or RULL Estate is responsible for the risk of changes to any regulatory provisions, regardless of applicable law, that may interfere with these GTC in an adverse manner and affect the Token Holder's rights; and also acknowledges that new regulations and/or policies may affect the development of the Website and/or Official Application; and that the value or utility of the Tokens may also be affected.

These GTC are effective from October 1st, 2023