

## GENERAL TERMS AND CONDITIONS OF BUSINESS (REAL ESTATE AGENCY)

### 1. GENERAL PROVISIONS

The general business conditions regulate the business relationship between the real estate agency REAL ESTATE ADRIA D.O.O. (hereinafter: Intermediary) and the principal (natural or legal person). By concluding the Mediation Agreement, the principal confirms that he is familiar with and agrees with the provisions of these business conditions.

The general conditions are an integral part of the mediation contract concluded between the mediator and the principal.

Certain terms and names in terms of these General Terms and Conditions have the following meaning:

Real estate broker - agency for real estate brokerage "REAL ESTATE ADRIA D.O.O."

The client is a natural and/or legal person who concludes a Mediation Agreement with the Mediator (seller, buyer, lessee, lessor, lessor, lessee, etc.)

Brokerage in real estate transactions are all actions of Real Estate Brokers that relate to connecting the client and a third party, as well as negotiations and preparations for the conclusion of legal transactions, the subject of which is a specific real estate, especially when buying, selling, exchanging, renting, leasing, etc.

A third party is a person whom the Real Estate Broker tries to connect with the Principal for the purpose of negotiations on the conclusion of legal transactions, the subject of which is a certain real estate.

Intermediary fee is the amount that the Principal is obliged to pay to the Intermediary for mediation services

### 2. PROPERTY OFFER

The real estate offer is based on information received by the agency in writing, verbally or electronically, and is subject to signature. The agency reserves the possibility of an error in the description and price of the property, the possibility that the advertised property has already been sold (or rented) or the owner has given up on the sale (or rental).

The recipient (principal) must keep the offers and notifications of the agency as a business secret and may only transfer them to third parties with the written approval of the agency.

If the recipient of the offer is already familiar with the real estate offered by the agency, he is obliged to inform the agency about it without delay.

The offer and/or data on real estate are considered confirmed by the signing of the Mediation Agreement between the Principal and the Mediator.

The agency is not responsible for errors from the previous paragraph of this article, except in the case of intentional errors and/or grossly negligent behavior of the agency.

The Agency is not responsible for mistakes and/or grossly negligent behavior of the Principal.

### 3. PRICE OF REAL ESTATE

Real estate prices are expressed in EUR.

### 4. MEDIATION AGREEMENT

With the mediation agreement, the Intermediary undertakes to put in contact with the Principal a third person who would negotiate with him on the conclusion of a legal transaction, and the Principal undertakes to pay the mediator a mediation fee, if a contract on a legal transaction is concluded.

The mediation contract is concluded between the Mediator and the Principal.

In the mediation contract, all information about the real estate for the needs of the mediation work, as well as the obligations of the Intermediary and the Principal, must be accurately, truthfully and completely indicated.

If the real estate is co-owned by several people, written consent (power of attorney) of all co-owners or representatives of all co-owners of the real estate is required in the form of acceptance of the Mediation Agreement.

### 5. OBLIGATIONS OF THE BROKER AGENCY WHEN MEDIATING IN THE PURCHASE, SALE, LEASE AND RENT OF REAL ESTATE

1. conclude the Mediation Agreement with the client in written form
2. to try to find and connect a person with the principal in order to conclude a brokered deal;
3. inform the client of the average market price of similar real estate;

4. warn the principal about the defects of the real estate;
5. inspect the documents proving the ownership or other real right to the real estate in question and warn the principal of: obvious defects and possible risks related to the disorderly state of the real estate in the land register; registered real rights or other rights of third parties on real estate; legal consequences of nonfulfillment of obligations towards a third party; deficiencies in the building or use permit in accordance with a special law; the circumstances of the obligation to apply the right of first refusal and limitations in legal transactions in accordance with special regulations;
6. perform the necessary actions for the presentation of the real estate on the market, advertise the real estate in the manner determined by the agency;
7. enable the inspection of real estate,
8. to keep personal data of the principal, and by written order of the principal to keep as a business secret information about the real estate for which he mediates or in connection with that real estate or with the business for which he mediates;
9. inform the principal about all circumstances significant for the intended work that are known to us;
10. mediate in negotiations and try to conclude the legal deal;
11. to be present at the conclusion of a legal transaction (Preliminary Agreement and Contract);
12. attend the handover of real estate;
13. if the subject of the contract is land, check the purpose of the land in question in accordance with the spatial planning regulations that refer to that land; - It is considered that the intermediary provided the client with a connection with another person (natural or legal) regarding negotiations for the conclusion of the mediated business, if possible for the principal to have a relationship with another person with whom he negotiated for the conclusion of a legal transaction, especially if he:
  - directly took or directed the principal or a third person to view the property in question, - organized a meeting between the principal and another contractual person for the purpose of negotiating for the conclusion of a legal contract business; - communicated to the principal the name, phone number, fax number, e-mail of another person authorized to conclude a legal transaction or communicated the exact location of the requested real estate.

## 6. OBLIGATIONS OF THE PRINCIPAL

1. Conclude a Mediation Agreement with the agency, in written form;
2. Inform the mediator about all the circumstances that are important for mediation and provide accurate information about the real estate, and if he has, give the mediator a location, construction, or use permit for the real estate that is the subject of the contract, and provide the mediator with evidence of fulfilling obligations under the third party. side,
3. Provide the mediator with documents proving his ownership of the real estate, or other real rights to the real estate that is the subject of the contract, and warn the mediator of all registered and unregistered encumbrances that exist on the real estate,
4. Provide the mediator and a third person interested in concluding the mediated deal with a viewing of the real estate,
5. Inform the mediator about all the essential information about the requested real estate, which especially includes the description of the real estate and the price,
6. After the conclusion of the mediated legal transaction, i.e. the pre-agreement by which the intermediary is obliged to conclude the mediated legal transaction, if the mediator and the client have agreed that the right to payment of the mediation fee is acquired already at the conclusion of the pre-contract, to pay the mediation fee to the mediator, unless otherwise agreed,
7. If it is expressly agreed to compensate the mediator for expenses incurred during the mediation that exceed the usual mediation costs,
8. Notify the intermediary in writing about all changes related to the work for which he has authorized the intermediary, and especially about changes related to property ownership.
9. The principal will be liable for damages, if he did not act in good faith, if he acted fraudulently, if he withheld or provided incorrect information essential for the work of mediation in order to complete the legal work, and is obliged to compensate all costs incurred during the mediation, which they cannot be higher than the brokerage fee for the mediated business.

## 7. BROKERAGE FEE

The mediator for mediation is entitled to the mediation fee agreed in the Mediation Agreement (hereinafter: fee)

The mediator is obliged to charge a fee for his work in the amount determined by the Mediation Agreement. The mediator acquires the right to the mediation fee in full, immediately after the conclusion of the first legal act concluded by the contracting parties (preliminary contract or sales contract).

VAT is charged on the compensation amount.

The brokerage fee paid by the buyer for the mediation service when buying real estate is 3% of the purchase price of the real estate.

If the broker itself offers the mediator a fee higher than the agreed fee, the mediator may receive such fee.

The amount of the brokerage fee is freely determined by the contract on mediation in real estate transactions.

The intermediary can agree on the right to reimbursement of costs necessary for the execution of the order and request that funds for certain expenses, i.e. costs, be paid in advance.

In the case of mediation, in which the ordering party has found an interested person on its own or through a third party, the mediator may, in accordance with his conscience, charge the actual costs incurred in connection with the mediation in question.

It is considered that the intermediary has provided the client with a connection with another person regarding negotiations for the conclusion of a mediated transaction, if the principal has been enabled to contact another person (natural or legal) with whom he negotiated for the conclusion of a legal transaction, and especially if:

- directly took or instructed the client or a third person to view the property in question;
- organized a meeting between the client and the other contracting party for the purpose of negotiating the conclusion of a legal transaction;
- communicated to the principal the name, phone number, fax number of another person authorized to conclude a legal transaction or communicated the exact location of the requested real estate.

## 8. TERMINATION OF CONTRACT

The contract on mediation is concluded for a period of 12 months and ends at the end of the period for which it was concluded, unless the contract for which it was mediated was not concluded within

that period or by the termination of one of the contracting parties. The contract can be extended by agreement for the next 12 months.

The client will recognize the mediation even after the contract expires if the contact with the third party was made during the duration of the contract.

If the principal unilaterally terminates the contract before the end of the agreed term, he is obliged to reimburse the intermediary within 7 (seven) days for all mediation costs incurred up to the termination of the contract, which relate to advertising costs, material costs, etc., if they are the same contracted and if they were incurred.

When the contract ends due to the expiration of time, the contracting parties have no claims against each other. The principal is longer n to compensate the mediator for the costs incurred, which were otherwise agreed to be paid separately by the principal.

If, within 2 years after the termination of the contract, the principal enters into a legal transaction with the person with whom he was connected by the intermediary, and for whom the intermediary mediated during the validity of the contract, he is obliged to pay the intermediary fee to the intermediary, unless otherwise agreed in the Agreement.

## 9. COOPERATION WITH OTHER AGENCIES

The agency is ready to cooperate with other brokerage agencies that respect the basic ethical principles (which exclude the presentation of untrue information about the business in order to obtain business and clients, disparaging other agencies in any way, in order to obtain business and clients, unrealistic real estate evaluations in order to obtain brokerage jobs and excluding other agencies from the market, appearing in the media with the intention of personal promotion, to the detriment of other agencies).

The mutual cooperation of the agencies is based on the Code of Business Ethics of intermediaries - members of the Real Estate Exchange and members of the HGK.

## 10. GENERAL PROVISIONS AND DISPUTE RESOLUTION

The provisions of the Act on Real Estate Brokerage and the Obligatory Relations Act apply to the relations between the client and the agency resulting from the brokerage contract, which are not determined by these General Terms and Conditions or the brokerage contract.

The municipal court in Zadar is competent for possible disputes.

