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General Terms and Conditions of the Company

I INTRODUCTORY PROVISIONS

The General Terms and Conditions govern the business relationship between the entrepreneur, acting as a real estate broker in sales and leasing, and the client (individual or legal entity).

By entering into a brokerage agreement or accepting these terms, the client confirms that they are aware of and agree to the provisions of the General Terms and Conditions of the real estate broker in sales and leasing.

The brokerage services are provided based on a Brokerage Agreement concluded between the client and the broker.

The client may have brokerage agreements with multiple brokers simultaneously, except in the case of exclusive representation.

The buyer or tenant, in their capacity as the client, is obligated to pay the brokerage fee to the broker who first facilitated their viewing of the specific property or who first introduced them to the property. In the event that the client (buyer or tenant) views the property through another broker or independently before being shown the property by the broker, they are required to inform the broker about it. Failure to do so will be considered as viewing the property for the first time through the broker.

The buyer or tenant, in their capacity as the client, is obligated to sign a Viewing Confirmation directly with the broker immediately prior to viewing the property. By signing the confirmation, the client confirms that they have viewed the specific property through the broker's assistance.

In the event that the buyer or tenant refuses to sign the Viewing Confirmation as mentioned above, the broker is not obligated to show the specific property to them. If the broker shows the property to the buyer or tenant despite their refusal to sign the Viewing Confirmation, and the buyer or tenant, or any associated parties, subsequently enters into a purchase or lease agreement for the property, the fact that the broker facilitated the connection between the buyer/tenant and the seller/landlord will be proven through other means of evidence, such as witnesses, written or electronic documentation, SMS messages, and similar.

The seller or landlord, in their capacity as the client, is obligated to pay the brokerage fee to the broker who first connected them with a potential buyer or tenant. In the event that the broker connects the client (seller or landlord) with an individual who has already viewed the specific property, the broker is required to inform the client about it. If the broker fails to do so, it will be

considered that the client was first connected with the potential buyer or tenant through the broker.

II BROKER'S OBLIGATIONS

The duties of the broker are as follows:

- To conclude a written brokerage agreement with the client.
- To make efforts to find and connect the client with individuals for the purpose of concluding a legal transaction.
- To provide the client with an objective opinion on the price of the property or the amount of rent in accordance with its characteristics, market conditions, and other relevant circumstances.
- To examine the documents that prove ownership rights or other real rights over the property, the sale or lease of which is the subject of brokerage, and to alert the client, particularly to possible risks regarding the registration of the property in the land registers, registered rights or encumbrances on the property, the existence of pre-emptive purchase rights, and restrictions on legal transactions in accordance with specific regulations.
- To perform necessary actions for the marketing (presentation) of the property on the market, including placing advertisements related to the sale or lease of the property in an appropriate manner, and to carry out all other actions agreed upon in the brokerage agreement that go beyond the usual presentation. The broker is entitled to reimbursement of specific pre-communicated expenses incurred for these actions.
- To facilitate property viewings.
- To maintain the confidentiality of the client's personal information and, upon written instruction from the client, to treat information about the property, the transaction or lease of which the broker is handling, or any other information related to the business being conducted, as confidential.
- To inform the client about all relevant circumstances pertaining to the transaction that are known to the broker.
- To mediate in negotiations and make efforts to reach an agreement between the parties.
- To attend and provide assistance in obtaining legal counsel, particularly in the preparation of Preliminary Contracts/Sales Agreements for real estate and other necessary documentation.
- To attend the handover of the property.

The broker is considered to have facilitated the connection between the client and another party (individual or legal entity) for the purpose of negotiating a legal transaction if the broker enables the client to establish contact with the other party with whom they are negotiating the legal transaction, especially if:

- Directly accompanied or guided the client or a third party on a property viewing.
- Organized a meeting between the client and a third party for the purpose of negotiating the conclusion of a legal transaction.

-Provided the client with the name, phone number, fax number, or email address of a third party interested in concluding a legal transaction, or if the broker provided the exact location of the requested property.

III RIGHTS OF THE BROKER

The broker has the right, with the consent of the client with whom the Brokerage Agreement has been concluded, to take photographs and create video recordings of the property. The broker may use the photographs and video recordings exclusively for the purpose of marketing and presenting the specific property.

The broker has the right to enter into a Subagency Agreement, either in written or electronic form, in which they fully or partially transfer their rights and obligations from the Brokerage Agreement to another broker, if the client explicitly agrees to this in the Brokerage Agreement.

The broker is obligated to provide a copy of the Subagency Agreement to the client within five days from the date of its conclusion.

The broker has the right to issue an invoice to the client for the services rendered, in accordance with the concluded Brokerage Agreement and these General Terms and Conditions of Business.

IV THE OBLIGATIONS OF THE CLIENT

-To inform the broker of all circumstances that are relevant to the performance of the brokerage services.

-To provide the broker with original documents that prove their ownership rights over the property that is the subject of the transaction, and to notify the broker of any registered or unregistered encumbrances on the property.

-To ensure that the broker and the party interested in the transaction have access to view the property, according to the agreed-upon manner and time.

-To inform the broker of all essential information about the property, which includes accurate details about the price, structure, and other relevant aspects.

-To pay the agreed-upon brokerage fee to the broker, and if specifically agreed upon, to reimburse the broker for other expenses incurred during the brokerage process.

-To inform the broker in writing about any changes related to the mediated transaction, especially changes regarding rights to the property, deadlines, and price, within three days of the occurrence of the change.

-To immediately inform the broker if a party who viewed the property through the broker expresses interest in entering into a preliminary agreement/contract for the purchase of the property, leasing the property, or engaging in any other legal transaction resulting from the broker's work.

- to pay the agreed-upon brokerage fee in full as stipulated in the Brokerage Agreement, even if the other party or an affiliated party of the other party is also a client of the broker.

V EXCLUSIVE BROKERAGE

The principal may undertake, by explicit agreement, an exclusive agency clause stating that within the agreed period, they will not personally sell the property subject to the Agency Agreement, nor engage another agent for the purpose of its sale.

If, during the validity of the exclusive agency clause, the principal concludes a transaction related to the said property, for which another agent or the principal personally acted without the involvement of any agent, they are obliged to compensate the agent with whom they entered into the exclusive agency agreement by paying the agreed brokerage fee as compensation for damages.

The agent is obligated to specifically inform the principal in the Agency Agreement about the meaning and legal consequences of the exclusive agency clause.

VI THE RIGHT TO A BROKERAGE FEE

The agent is entitled to the brokerage fee on the day of the pre-contract/contract for the sale of the property, for which the agent acted as an intermediary, and no later than fifteen days from the date of the contract's certification.

The agent cannot request partial payment of the brokerage fee in advance, that is, before the conclusion of the pre-contract or contract for which the agent acted as an intermediary, in accordance with the previous provision.

The amount of the brokerage fee, as well as the method of determining the brokerage fee amount, and the type and amount of costs for additional services provided by the agent, are determined by the Price List of brokerage services, which is an integral part of these General Terms and Conditions of business.

The agent may negotiate the right to compensation for additional expenses necessary to fulfill the mandate, regardless of the success of the mediation, and may request advance payment of funds for specific expenses, if explicitly stated in the brokerage agreement.

The agent is entitled to a brokerage fee if the spouse, cohabitant, descendant, parent, or any other related person brought into contact with the principal by the agent concludes the mediated legal transaction.

If, after the termination of the brokerage agreement due to the principal's termination, and within a period not exceeding one month from the date of termination of the agreement, the principal concludes a legal transaction that is a direct result of the agent's mediation before the termination of the brokerage agreement, the principal is obliged to pay the agreed brokerage fee in full to the agent, unless otherwise agreed in the brokerage agreement.

If, subject to the conditions and within the timeframe specified in the previous clause, the principal concludes a legal transaction that is significantly a result of the agent's mediation before the termination of the brokerage agreement, the principal is obliged to pay the agent a proportional brokerage fee, unless otherwise agreed in the brokerage agreement.

The agent, including the sub-agent, is not entitled to a brokerage fee if they, as a contracting party, conclude a contract that is the subject of mediation with the principal. Likewise, if such a contract is concluded with the principal by a person who performs mediation tasks on behalf of the agent or sub-agent.

The costs of obtaining the necessary documentation to prove ownership of the property (e.g., Extract from the Cadastre or similar documents) that are required for the transfer of the property shall be borne by the principal, unless otherwise agreed in the Mediation Agreement.

The agent has the right to grant a discount to the principal on the amount of the brokerage fee.

VII RESPONSIBILITY FOR THE DAMAGE

The agent, in carrying out the mediation or other actions related to the business subject to mediation, must act with the care of a prudent businessperson.

The agent is liable to the principal, in accordance with the law, for damages arising from non-compliance with contractual obligations assumed in the Mediation Agreement and stated in these General Terms and Conditions by the agent.

The agent is not responsible for the performance of obligations undertaken by any of the contracting parties in the transaction, which they mutually agreed upon in the concluded preliminary agreement/sales agreement for real estate.

The agent is not liable for the quality of the real estate being sold or for hidden defects (unless the seller has informed the agent in writing about a hidden defect and the agent concealed this information from the buyer).

VIII FINAL ARTICLE

On matters between the principal and the intermediary that are not regulated by these General Terms and Conditions and are not stipulated in the brokerage agreement, the provisions of the Law regulating this area and the Law on Obligations shall apply.

IX PRICE LIST

SALE:

SELLER - brokerage fee - 2% of the agreed price

BUYER - brokerage fee - 2% of the agreed price

(For properties with a value up to 30,000 EUR, the commission amount is 600 EUR.)

RENT:

LANDLORD – broketage fee:

- 50% (For lease agreements with a duration of up to one year)

- 100% (For lease agreements with a duration of over one year) -first month rent

TENANT – brokerage fee:

- 50% (For lease agreements with a duration of up to one year)

- 100% (For lease agreements with a duration of over one year) -first month rent

Belgrade

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