RElife nekretnine DOO Beograd
Brankova 16, Belgrade, Serbia
Company Registration No.: 21700614; Tax ID (PIB): 112578072
Tel: +381 63 899 3266; Email: milena@relife.rs
Real Estate Broker Registry No.: 1366

GENERAL TERMS OF BUSINESS
OF THE REAL ESTATE SALE AND LEASE BROKER

I. INTRODUCTORY PROVISIONS

These General Terms of Business govern the business relationship between the entrepreneur, as broker in the sale and lease of real estate, and the client (a natural or legal person).

By concluding the brokerage agreement, or by accepting these terms, the client confirms that they are familiar with, and agree to, the provisions of these General Terms of Business of the real estate broker.

Brokerage is carried out on the basis of a Brokerage Agreement concluded between the client and the broker.

The client may have Brokerage Agreements concluded with several brokers at the same time, except in the case of exclusive brokerage.

A buyer or lessee acting as client is obliged to pay the brokerage fee to the broker who first enabled them to view the property in question, or who first introduced them to it. If the client (buyer or lessee) viewed the property through another broker, or on their own, before the broker showed it to them, they are obliged to inform the broker of this; failing that, it will be considered that the property was viewed for the first time through the broker.

A buyer or lessee acting as client is obliged to sign the broker's Property Viewing Confirmation immediately prior to viewing the property, confirming that they viewed the property in question through the broker.

If the buyer or lessee refuses to sign the Confirmation referred to in the previous paragraph, the broker is not obliged to show them the property. If the broker showed the property to the buyer or lessee despite their refusal to sign the Viewing Confirmation, and the buyer or lessee, or a person connected to them, concludes a Sale or Lease Agreement for the property, the fact that the broker brought the buyer/lessee into contact with the seller or lessor will be proven by other means of evidence — witnesses, written or electronic documentation, SMS messages, and the like.

A seller or lessor acting as client is obliged to pay the brokerage fee to the broker who first brought them into contact with a potential buyer or lessee. If the broker brings into contact with the client (seller or lessor) a person who has already viewed the property, that person is obliged to inform the broker of this; failing that, it will be considered that the client was brought into contact with the potential buyer or lessee for the first time through the broker.

II. OBLIGATIONS OF THE BROKER

The obligations of the broker are:

- to conclude a brokerage agreement with the client in writing;
- to endeavour to find and bring into contact with the client a person for the purpose of concluding a legal transaction;
- to give the client 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 proving ownership or other real right to the property whose sale or lease is the subject of the brokerage, and to warn the client in particular of possible risks relating to the registration of the property in the real estate registers, registered rights or encumbrances on the property, the existence of pre-emption rights, and restrictions on legal transactions under special regulations;
- to carry out the actions necessary to present (market) the property, to place an advertisement relating to the sale or lease of the property in an appropriate manner, and to carry out all other actions agreed in the brokerage agreement that go beyond customary presentation, for which the broker is entitled to separate, previously disclosed costs;
- to enable viewing of the property;
- to keep the client's personal data confidential, and, upon the client's written instruction, to keep confidential as a business secret data relating to the property whose sale or lease is being brokered, or relating to that property, or to the transaction being brokered;
- to inform the client of all circumstances relevant to the transaction in question that are known to the broker;
- to mediate in negotiations and endeavour to bring about the conclusion of the agreement;
- to attend and provide professional legal assistance in the drafting of the Preliminary Agreement/Sale and Purchase Agreement and other necessary documentation;
- to attend the handover of the property.

The broker is considered to have enabled the client's contact with another person (natural or legal) for the purpose of negotiating the conclusion of a legal transaction if the client was enabled to make contact with another person with whom they negotiated the conclusion of the transaction, in particular if the broker:

- directly took, or directed, the client or a third party to view the property in question;
- organised a meeting between the client and a third party for the purpose of negotiating the conclusion of the transaction;
- disclosed to the client the name, telephone number, fax number, or email address of a third party interested in concluding the transaction, or disclosed to them the exact location of the sought 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 photograph and make a video recording of the property. The broker may use the photographs and video recording exclusively for the purpose of the marketing presentation of the property in question.

The broker has the right, in written or electronic form, to conclude a Sub-brokerage Agreement, by which it transfers, in whole or in part, its rights and obligations under the Brokerage Agreement to another broker, if the client has expressly agreed to this in the Brokerage Agreement.

The broker is obliged to deliver a copy of the Sub-brokerage Agreement to the client within five days of the date of conclusion of the Sub-brokerage Agreement.

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

IV. OBLIGATIONS OF THE CLIENT

The obligations of the client are:

- to inform the broker of all circumstances relevant to carrying out the brokerage;

- to make available to the broker for inspection the original documents proving their right to the property that is the subject of the transaction, and to warn the broker of all registered and unregistered encumbrances existing on the property;
- to ensure that the broker and the person interested in concluding the transaction are able to view the property, in the agreed manner and at the agreed time;
- to inform the broker of all material information about the property, which in particular includes accurate information on the price, layout, and other characteristics;
- to pay the broker the agreed brokerage fee, and, if separately agreed, to reimburse the broker for other costs incurred during the brokerage;
- to inform the broker in writing of all changes relating to the brokered transaction, in particular changes relating to rights to the property, deadlines, and price, and to do so within three days of the change occurring;
- to immediately inform the broker if a person who viewed the property through the broker has shown interest in concluding a preliminary agreement/sale and purchase agreement, a lease agreement, or any other legal transaction that is a consequence of the broker's work, without the broker;
- to pay the broker the full agreed brokerage fee under the Brokerage Agreement even where the other party, or a person connected to the other party, is also a client of the broker.

V. EXCLUSIVE BROKERAGE

The client may commit, by expressly agreeing an exclusive brokerage clause, that within the agreed period they will not personally dispose of the property that is the subject of the Brokerage Agreement, nor will they engage another broker in relation to its sale.

If, during the period the exclusive brokerage clause is in effect, the client concludes a legal transaction relating to the property in question, for which another broker acted, or which was concluded personally without any broker, the client is obliged to pay the broker with whom exclusive brokerage was agreed, by way of compensation for damages, an amount equal to the agreed brokerage fee.

The broker is obliged to specifically warn the client, in the Brokerage Agreement, of the meaning and legal consequences of the exclusive brokerage clause.

VI. EXERCISE OF THE RIGHT TO THE BROKERAGE FEE

The broker acquires the right to the brokerage fee on the date the preliminary agreement/sale and purchase agreement for the property brokered by the broker is certified, and at the latest within fifteen days from the date the sale and purchase agreement is certified.

The broker may not request partial payment of the brokerage fee in advance, i.e. before the conclusion of the preliminary agreement or agreement for which it acted as broker, all in accordance with the preceding paragraph.

The amount of the brokerage fee, or the method of determining the amount of the brokerage fee, as well as the type and amount of costs for additional broker services, are set out in the Schedule of Brokerage Fees, which forms an integral part of these General Terms of Business.

The broker may agree the right to reimbursement of additional costs necessary for the execution of the assignment, regardless of the outcome of the brokerage, and may request advance payment of funds for certain expenses, if this is expressly stated in the brokerage agreement.

The broker is entitled to the brokerage fee if the spouse or common-law partner, descendant, parent, or any other related person of the party with whom the broker brought the client into contact concludes the brokered legal transaction.

If, after the termination of the brokerage agreement due to the client's cancellation, and within a period not exceeding one month from the date of termination of the agreement, the client concludes a legal transaction that is a direct consequence of the broker's activity prior to the termination of the brokerage agreement, the client is obliged to pay the broker the full agreed brokerage fee, unless otherwise agreed in the brokerage agreement.

If, under the condition and within the period referred to in the preceding paragraph, the client concludes a legal transaction that is to a significant extent the result of the broker's activity prior to the termination of the brokerage agreement, the client is obliged to pay the broker a proportionate brokerage fee, unless otherwise agreed in the brokerage agreement.

The broker, or sub-broker, is not entitled to a brokerage fee if it concludes, in its own name as a contracting party, the agreement that is the subject of the brokerage with the client, or if such an agreement with the client is concluded by a person who performs brokerage activities on behalf of the broker or sub-broker.

The costs of obtaining the documentation required to prove ownership of the property in question (land registry extract and the like), which is necessary for the transfer of the property, shall be borne by the client, unless otherwise agreed in the Brokerage Agreement.

The broker has the right to grant the client a discount on the amount of the brokerage fee.

VII. LIABILITY FOR DAMAGES

In carrying out brokerage, and other actions relating to the transaction that is the subject of the brokerage, the broker must act with the diligence of a good business person.

The broker is liable to the client, in accordance with the law, for damage arising from the broker's non-performance of the contractual obligations assumed under the Brokerage Agreement and set out in these General Terms of Business.

The broker bears no liability for the performance of the obligations of either contracting party in the transaction, which the parties have mutually assumed in the concluded preliminary agreement/sale and purchase agreement.

The broker is not liable for the quality of the property that is the subject of the transaction, nor for hidden defects (except where the seller informed the broker in writing that the property has a hidden defect, and the broker concealed that information from the buyer).

VIII. FINAL PROVISION

Relations between the client and the broker that are not governed by these General Terms of Business, and are not agreed in the brokerage agreement, shall be governed by the provisions of the Law regulating this area and the Law on Contracts and Torts (Obligations).

IX. SCHEDULE OF FEES

Description	Amount	Paid by	Payment due	Note
Sale — commission	2% of the agreed price	Seller	Preliminary/Sale Agreement	For properties valued up to EUR 30,000, the commission amount is EUR 800
Purchase — commission	2% of the agreed price	Buyer	Preliminary/Sale Agreement	
Letting — commission	50% (for an agreed lease term of up to one year) – 100% (for an agreed lease term of over one year) of the	Lessor	Lease Agreement	

Description	Amount	Paid by	Payment due	Note
	first month's rent			
Lease — commission	50% (for an agreed lease term of up to one year) – 100% (for an agreed lease term of over one year) of the first month's rent	Lessee	Lease Agreement	

NOTE:

- Anything not covered by this Schedule of Fees shall be agreed directly with the broker's responsible person.
- The client and the broker shall agree, orally or in writing, on the amount of the fee for additional services performed by the broker for the client, depending on the type and scope of the work.
- In accordance with Article 34 of the Law on Foreign Exchange Operations, payment for all services shall be made exclusively in Serbian dinars, at the applicable exchange rate on the date of payment.

Belgrade, 9 August 2021

Director

____

Milena Perović