

GENERAL TERMS OF BUSINESS

In accordance with the provisions of the Act on Real Estate Brokerage (Narodne Novine; 107/07, 144/12, 14/14, 32/19), the trading company OMNIS NEKRETNINE d.o.o., Poljane (City of Opatija), Ladeti 54, personal identification number (OIB) : 75756442481, represented by director Toni Xharrahi, OIB: 32485707172, Poljane, Ladeti 54, (hereinafter: broker), in Opatija, on September 8, 2022, adopts the following General Terms and Conditions,

GENERAL BUSINESS TERMS

General provisions

Article 1 (first)

The general business conditions (hereinafter: General Terms) of real estate brokers govern the business relationship between the broker and the natural/legal person (hereinafter: principal) who enters into a Real Estate Brokerage Agreement with the broker.

The general terms and conditions are an integral part of the Real Estate Brokerage Agreement concluded between the broker and the client.

By concluding the Mediation Agreement, the principal confirms that he is familiar with and agrees with all the provisions of the General Terms and Conditions of Mediator's Business.

The meaning of the terms contained in the General Terms and Conditions of Business

Article 2 (second)

Certain expressions in terms of the Act on Mediation in Real Estate Transactions and the General Terms and Conditions have the following meanings;

- A real estate broker is a trading company, sole trader or craftsman, registered for the performance of real estate brokerage activities, which has its seat on the territory of the Republic of Croatia. A real estate broker is also a trading company, sole trader or craftsman, registered for the performance of real estate brokerage activities, which has its seat on the territory of a contracting state of the Treaty on the European Economic Area.
- A real estate brokerage agent is a natural person who is registered in the Directory of real estate brokerage agents (hereinafter: Agent).
- Brokerage in real estate transactions are activities of real estate brokers that relate to the connection between 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.
- Real estates are parcels of the land surface, together with everything that is permanently connected to the land on the surface or under it in accordance with the provisions of the general regulation on ownership and other real rights.
- Principal is a natural or legal person who enters into a written Real Estate Brokerage Agreement with a real estate broker (seller, buyer, lessee, lessor, lessor, lessee and other possible participants in real estate).
- A third party is a person whom the real estate broker tries to connect with the principal in order to negotiate the conclusion of legal transactions, the subject of which is a certain real estate.
- A contract on mediation in real estate transactions is a written document by which the mediator undertakes to try to find and connect with the principal a person in order to negotiate and conclude a certain legal transaction on the transfer or establishment of a certain right to real estate, and the principal undertakes to pay him a certain intermediary fee if that legal deal is concluded.
- Exclusive/Exclusive Agreement on mediation in real estate transactions is a written document by which the client undertakes not to engage any other mediator for the mediated business. If, during the term of the Agreement on exclusive mediation in real estate transactions, the principal concluded a legal transaction through another mediator, and for which the exclusive mediator

was given an order to mediate, he is obliged to pay the exclusive mediator the agreed mediation fee as well as possible additional actual costs incurred during mediation for the specified mediated business. When concluding the Agreement on exclusive mediation in real estate transactions, the mediator is obliged to specifically warn the principal about the meaning and legal consequences of this clause.

- Intermediary fee is the amount that the principal undertakes to pay to the intermediary for the mediation service performed.

Real estate offer

Article 3. (third)

- The broker's real estate offer is based on information received in writing or verbally, and is subject to confirmation.
- The broker disclaims responsibility for possible errors in real estate ads from the offer in case of untimely notification of the principal about price reduction, possible withdrawal from the sale/rental/lease, about the realized sale/rental/lease, as well as in the case of failure to provide relevant information about the real estate from the offer by the principal.
- The broker's real estate offer and/or information must be kept in confidence by the principal and may only be transferred to another natural and/or legal person with the broker's written approval.
- If the principal is already aware of the real estate that is the subject of the Real Estate Brokerage Agreement, he is obliged, without delay, to notify the broker in writing, via electronic mail (e-mail) or by registered letter.

Obligations of intermediaries

Article 4 (fourth)

When concluding the Agreement on mediation in real estate transactions with the client, the mediator undertakes to perform the following in particular with the care of an orderly and conscientious businessman;

- try to find and bring a person in contact with the principal in order to conclude a mediated deal,
- inform the client of the average market price of similar real estate,
- obtain and review the documents that prove ownership or other real rights to the property in question,
- perform the necessary actions for the purpose of presenting (presentation) the real estate on the market, advertise the real estate in an appropriate manner and perform all other actions agreed in the Real Estate Brokerage Agreement that go beyond the usual presentation, and for which he is entitled to special, pre-specified costs,
- enable the inspection of real estate,
- mediate in negotiations and try to reach a preliminary agreement/contract, if he has specifically committed to that,
- keep the principal's personal data and, upon the principal's written order, keep as a business secret information about the real estate for which he is mediating or in connection with that real estate or the work for which he is mediating,
- 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,
- inform the principal about all the circumstances important for the intended work that are known to him or must be known to him,
- carry out other necessary negotiations and preparatory actions for concluding a legal transaction related to mediation in real estate transactions.

If the mediator, in agreement with the principal, also performs other actions for him in connection with the work that is the subject of the mediation, he will separately agree on the work and the type and amount of costs.

The mediator is not responsible for non-fulfillment of the obligations of the principal and a third party, and which obligations are assumed by a legal transaction concluded between the principal and a third person, and the subject of which legal transaction is the real estate for which the mediator mediated.

Connecting with a third person/property in question

Article 5 (fifth)

It is considered that the intermediary enabled the principal to get in touch with a third person (natural or legal) with whom he negotiated for the conclusion of a legal transaction, especially if;

- directly took or instructed the client to view the property in question,
- organized a meeting between the client and a third party for the purpose of negotiating a legal deal,
- communicated to the principal the name, phone number, e-mail, or fax number of a third party authorized to conclude a legal transaction or communicated the exact location of the requested real estate,
- when the principal has received from the intermediary an offer or an e-mail with information about the property in question and/or its owner, i.e. a third person or its related company/its other company or a person authorized to conclude a legal transaction who has expressed an interest in concluding a legal transaction that refers to mediation for the property in question,
- if he enabled the principal to contact a third party in any other way that leaves no doubt as to the identification of the authorized person for negotiation and/or conclusion of a legal transaction.

If the principal is already familiar with the real estate offered to him or has already entered into contact with a third party, he is obliged to inform the intermediary without delay in writing, by electronic mail (e-mail) or by registered letter. Otherwise, it will be considered that the intermediary brought him into contact with the property in question, i.e. a third person.

Obligation of the principal

Article 6 (sixth)

With the agreement on mediation in real estate transactions, the principal undertakes to perform the following in particular;

- inform the mediator about all the circumstances that are important for mediation and present accurate information about the real estate, and if he has one, give the mediator a location, construction, or use permit for the real estate that is the subject of the Real Estate Brokerage Agreement, and provide the mediator with evidence of fulfilling obligations towards a third party,
- provide the mediator with documents that prove his ownership of the real estate, or other real right to the real estate that is the subject of the Real Estate Brokerage Agreement, and warn the mediator of all registered and unregistered encumbrances that exist on the real estate,
- provide the mediator and a third person interested in concluding the mediated deal with a viewing of the property,
- 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,
- after the conclusion of the mediated legal transaction, i.e. the preliminary contract 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 preliminary contract, pay the mediation fee to the mediator, unless otherwise agreed,
- if it is expressly agreed, to compensate the mediator for expenses incurred during the mediation that exceed the usual mediation costs,
- inform the intermediary in writing about all changes related to the work for which he has authorized the intermediary, and especially about changes related to ownership of real estate.

The principal is not obliged to enter into negotiations for concluding a mediated deal with a third person found by the mediator, nor to conclude a legal deal.

The principal will be liable to the mediator for damages, if he did not act in good faith and is obliged to compensate all costs incurred during the mediation, which cannot be less than 1/3 or more than the agreed mediation fee for the mediated work.

By signing the Real Estate Brokerage Agreement with the broker, the principal guarantees and confirms under material and criminal liability that he is the person he represents, otherwise he is responsible for all damage caused to the broker and/or another person in the legal business of mediation that is the subject Mediation Agreement.

When concluding a Real Estate Brokerage Agreement with an intermediary, the principal confirms that he has voluntarily made his personal data available to the intermediary, including OIB, for the purpose of participating in the process of buying/renting/leasing real estate or some other legal transaction related to brokerage real estate and in order to establish an unmistakable identification.

The principal undertakes that when entering into a legal transaction of purchase and sale with a third party that is the subject of the Real Estate Brokerage Agreement, he will make available to the mediator all the necessary information and data that the mediator is obliged to collect about the principal and the legal transaction, which are determined by the Law on prevention of money laundering and financing of terrorism.

Anonymous originator

Article 7 (seventh)

An intermediary who performs mediation work for a principal who wishes to remain unknown has no obligation to a third party, who would like to enter into a legal transaction with the principal, to reveal the identity of the principal until the conclusion of the legal transaction.

Intermediary fee

Article 8 (eighth)

The amount of the brokerage fee is freely determined by the Agreement on mediation in real estate transactions between the broker and the principal.

The right to intermediary compensation

Article 9 (ninth)

The mediator acquires the right to mediation compensation after the conclusion of the contract for which he mediated, unless the mediator and the client have agreed that the right to payment of compensation is already acquired upon the conclusion of the pre-contract and/or the first legal act between the client and a third person.

In case of overstaying the deadline for payment of the mediation fee, statutory default interest is calculated.

The mediator cannot demand partial payment of the mediation fee in advance, that is, before the conclusion of the contract, that is, the pre-contract and/or the first legal act.

The costs of additional services related to the work that is the subject of mediation in real estate transactions can be charged by the mediator in the amount of the actual costs if this has been separately agreed between the mediator and the client.

After the termination of the Real Estate Brokerage Agreement, the mediator has the right to the agreed brokerage fee within 12 (twelve) months, unless otherwise agreed in the Real Estate Brokerage Agreement, and in cases where the principal enters into a legal transaction related to real estate brokerage with a third party. real estate and which is a consequence of the intermediary's actions before the termination of the Agreement on mediation in real estate transactions.

The mediator has the right to mediation compensation if the spouse, common-law partner, descendant, parent or blood relative in the vertical or collateral line, a person who is related to the principal or a person who is related to the principal in any way (e.g. blood relation in in any line with the mentioned persons, authorized person, employee, employer, associate, etc.)

conclude a contract/pre-contract or some other legal transaction related to real estate transactions with the person with whom the intermediary brought him into contact.

The provisions of Article 9 (ninth) paragraph 6 (sixth) also apply to legal entities established by the principal or any other person from the previous paragraph or if such persons perform management tasks or any other tasks in the legal entity.

Article 10 (tenth)

The brokerage fee does not include the following costs borne by the principal; translations by an authorized court interpreter of all documents related to the subject of this contract, court fees for

registration, pre-registration and notation, notary's fee for certifying signatures on documents, costs of court fees or state stamps for obtaining a title deed, copies of the cadastral plan, identification certificates, obtaining construction and/or use permits as well as/or the costs of obtaining other documentation from the competent court, state geodetic administration, bank, administrative departments of competent bodies of local and/or regional self-government units, or all other bodies.

The client is therefore obliged to provide the intermediary with proof of the payment of the mentioned costs in a timely manner in order to obtain the mentioned documentation in a timely manner. If the intermediary obtains the specified documentation for the principal, he is obliged to reimburse the material costs to the intermediary within 8 (eight) days from the date of occurrence of such costs.

Cooperation with other real estate brokers

Article 11 (eleventh)

The broker is ready to cooperate with other brokers for mediation in real estate transactions who respect basic ethical principles (which exclude the presentation of false information about the business in order to obtain business and clients, disparaging other brokers in any way, in order to obtain business and clients, unrealistic real estate evaluations for the purpose of obtaining intermediary jobs and appearing in the media with the intention of personal promotion, to the detriment of others).

Agreement on mediation in real estate transactions

Article 12 (twelfth)

With the contract on mediation in real estate transactions, the mediator undertakes to try to find and connect with the principal a person for the purpose of negotiating and concluding a certain legal transaction on the transfer or establishment of a certain right to real estate, and the principal undertakes to pay him a certain intermediary fee if that legal the deal is concluded.

The contract on mediation in real estate transactions is concluded in writing and for a certain period of time.

In the Agreement on mediation in real estate transactions concluded between the mediator and the client, information about the mediator, the client, the type and essential content of the work for which the mediator mediates, the amount of the mediation fee, and possible additional costs that arise when the mediator, in agreement with the client, performs for care and other services related to the work that is the subject of mediation.

The contract on mediation in real estate transactions may also contain other information related to the work for which mediation is carried out (for example, the term and conditions for payment of the mediation fee, information on liability insurance, insurance conditions for payment of the mediation fee, etc.).

Exclusive mediation

Article 13 (thirteenth)

With a contract on mediation in real estate transactions, the principal can undertake not to engage any other mediator for the mediated work (exclusive mediation), which obligation must be expressly agreed upon.

If, during the term of the contract on exclusive mediation, the principal concluded a legal transaction through another mediator, and for which the exclusive mediator was given an order to mediate, he is obliged to pay to the exclusive mediator the agreed mediation fee as well as possible additional real costs incurred during the mediation for the aforementioned mediated business.

When concluding the Agreement on exclusive mediation in real estate transactions, the mediator is obliged to specifically warn the principal about the meaning and legal consequences of this clause.

Agreement on submediation

Article 14. (fourteenth)

The broker can transfer the real estate brokerage contract to other brokers if the broker and principal so agree.

In this case, the principal remains in a contractual relationship only with the broker with whom he concluded the contract, and the broker will hand over to the principal a list of brokers to whom the Real Estate Brokerage Agreement is transferred.

Termination of mediation agreement

Article 15 (fifteenth)

An agreement on mediation concluded for a certain period ends with the expiration of the term for which it was concluded if the agreement for which it was mediated was not concluded within that period or by the cancellation of any of the contracting parties, if such a possibility is provided for in the Agreement on mediation in real estate transactions.

In the case of the agreed possibility of unilateral cancellation of the Real Estate Brokerage Agreement, and the cancellation period is not expressly determined by the contract itself, the cancellation period is 30 (thirty) days from the receipt of the cancellation sent by registered mail with return receipt.

The procedure for canceling the Agreement on mediation in real estate transactions cannot fall into a storm, that is, with the intention of depriving the mediator of the right to mediation compensation or knowingly causing damage.

If, within 12 (twelve) months after the termination of the Real Estate Brokerage Agreement, the principal enters into a legal transaction that is a consequence of the mediator's actions prior to the termination of the Real Estate Brokerage Agreement, he is obliged to pay the intermediary fee in full.

The principal is obliged to compensate the intermediary for the costs incurred, which were otherwise expressly agreed to be paid separately by the principal.

Attention in legal transactions

Article 16 (sixteenth)

In performing mediation tasks, that is, other actions related to the work that is the subject of mediation, the mediator must act with increased care, according to the rules of the profession and customs (attention of a good expert).

Real estate advertising

Article 17 (seventeenth)

When advertising real estate in the media, i.e. other written and electronic media, in the broker's premises or in other places where advertising related to the real estate that is the subject of business is allowed, the broker is obliged to announce his company.

Liability insurance for damage

Article 18 (eighteenth) An intermediary in real estate transactions is obliged to secure and renew liability insurance with the insurance company in the Republic of Croatia for damage that could be caused to the client or third parties by performing mediation.

For damage that the mediator could cause by performing mediation, the lowest insured sum cannot be less than HRK 200,000.00 (two hundred thousand kunas) per one harmful event, or HRK 600,000.00 (six hundred thousand kunas) for all compensation claims in one insurance year.

The intermediary can also be insured with an insurer in a member state of the European Union and the European Economic Area.

Keeping business secrets

Article 19 (nineteenth)

The mediator is obliged to keep as a business secret all the information he learns while performing mediation activities, which relate to the client, the real estate for which he is mediating, or are related to that real estate or to the business he is mediating for or which he concludes on the basis of a special authority.

If he violates his obligation to keep a business secret, the intermediary is obliged to compensate the injured persons for the damage they suffered due to the disclosure or non-keeping of the business secret.

It is not considered a violation of the duty to keep business secrets if, for the sake of protection, the mediator discloses the information to the persons with whom he tries to bring the client into contact, and this was absolutely necessary for the mediator to fulfill his obligation from the Real Estate Brokerage Agreement concluded with the client.

Final Provisions and Dispute Resolution

Article 20 (twentieth)

The provisions of the Real Estate Brokerage Act and the general provisions of the Obligations Act apply to the relations between the broker and the principal resulting from the Real Estate Brokerage Agreement, which are not regulated by these General Terms and Conditions or the Real Estate Brokerage Agreement.

These General Terms and Conditions enter into force on the date of their adoption and remain in force until the adoption of new/amended General Terms and Conditions.

Any disputes between the mediator and the client will be resolved amicably, otherwise the competent court in Rijeka will have jurisdiction.