

GENERAL TERMS OF BUSINESS

1. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE AGENT

- 1.1. to conclude a brokerage agreement with the client in writing;
- 1.2. to seek and connect the client with a person for the purpose of concluding a legal transaction;
- 1.3. to provide the client with an objective opinion on the price of real estate or the amount of rent for real estate in accordance with its characteristics, market conditions, and other relevant circumstances;
- 1.4. to inspect the documents proving ownership or other real rights to the real estate subject to brokerage, and to inform the client, especially about possible risks regarding the registration of the real estate in the real estate registers, registered rights or encumbrances on the subject real estate, the existence of pre-emption rights, and restrictions on legal transactions in accordance with special regulations;
- 1.5. to take necessary actions to present the real estate on the market, to place advertisements regarding the sale or lease of real estate in an appropriate manner, and to perform all other actions agreed upon in the brokerage agreement that exceed usual presentation, for which it is entitled to specific, pre-declared costs;
- 1.6. to enable the inspection of the real estate;
- 1.7. to mediate in negotiations and to seek to conclude an agreement;
- 1.8. to inform the client of all circumstances relevant to the subject matter of the transaction that are known to the agent or must be known to them;
- 1.9. to be present at the conclusion of the legal transaction (preliminary agreement and contract);
- 1.10. to be present at the handover of the real estate;
- 1.11. It is considered that the agent has facilitated the connection between the client and another person (natural or legal) for negotiation for the conclusion of a legal transaction if the client has been enabled to contact another person with whom they have negotiated for the conclusion of a legal transaction, especially if the agent has:
 - 1.12. directly taken or directed the client or a third party to view the subject real estate;
 - 1.13. organized a meeting between the client and a third party for negotiation for the conclusion of a legal transaction;
 - 1.14. informed the client of the name, phone number, fax number, or email address of the third party interested in concluding the legal transaction, or if they have provided the exact location of the requested real estate.

2. AGENT'S RIGHTS

2.1. the agent has the right to, with the consent of the Client, photograph or make a video recording of the real estate subject to the brokerage agreement. The agent cannot use the taken photographs or video recordings for other purposes, except for presenting the subject real estate to potential buyers/tenants or advertising through media, in their business premises, or by posting them on a website or via the internet.

3. EXCLUSIVE REPRESENTATION

3.1. The Client may undertake, by explicit agreement of an exclusive representation, not to engage another agent for brokerage in relation to a specific real estate within the agreed period.

3.2. If during the validity of the clause on exclusive representation, the Client concludes a legal transaction related to the real estate, for which another agent has mediated, they are obliged to pay the agent with whom they have agreed exclusive representation the agreed brokerage fee as compensation.

4. REALIZATION OF THE RIGHT TO BROKERAGE FEE

4.1. The agent acquires the right to a brokerage fee at the moment of concluding the contract for which they have mediated unless otherwise agreed between the agent and the client that the right to a brokerage fee is acquired at the moment of concluding the preliminary agreement for which the agent has mediated;

4.2. The agent cannot demand partial payment of the brokerage commission in advance, i.e., before the conclusion of the preliminary agreement or contract for which they have mediated in accordance with the previous paragraph;

4.3. 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 services of the agent, are determined by Article 5 of the General Terms and Conditions;

4.4. The costs of obtaining the necessary documentation proving ownership of the subject real estate (title deed, certificate of no encumbrance, etc.), which is necessary for the transfer of the subject real estate, are borne by the client unless otherwise agreed in the brokerage agreement;

4.5. The agent may agree to the right to compensation for additional costs necessary for the execution of the task, regardless of the success of the brokerage, and request the client to advance funds for certain expenses, if expressly stated in the brokerage agreement;

4.6. If after the termination of the brokerage agreement, within a period not longer than the period defined by the agreement after the termination of the brokerage agreement, the client concludes a legal transaction that is a direct result of the agent's negotiations before the termination of the brokerage agreement, they are obliged to pay the agent the agreed brokerage fee in full, unless otherwise agreed by the brokerage agreement;

4.7. If, subject to the conditions and within the time frame from the previous paragraph, the client concludes a legal transaction that is largely the result of the agent's brokerage before the termination

of the brokerage agreement, they are obliged to pay the agent a proportional brokerage fee, unless otherwise agreed by the brokerage agreement.

4.8. The agent is not obligated to refund the paid brokerage fee (in case of termination of the Agreement, Preliminary Agreement, withdrawal by one of the contracting parties, etc.), unless otherwise agreed by the brokerage agreement;

4.9. In the event that the Client concludes a legal transaction related to the real estate for which the Agent has mediated through direct negotiations with a Third Party, particularly with the party initially introduced to them by the Agent, the Client shall be obliged to pay the Agent the Brokerage Commission in accordance with these General Terms and Conditions, regardless of whether the legal transaction is concluded during the validity of the Agreement or within 12 (twelve) months from its termination.

4.10. In the event that the Agent mediates for the Client in the sale of real estate and the Client concludes a lease agreement with a Third Party instead of a sales agreement, the Client shall be obliged to pay the Brokerage Commission calculated at the rate of one monthly rent.

5. BROKERAGE FEE

5.1. The brokerage commission for the sale of real estate generally amounts to a maximum of 5% of the agreed purchase price and will be precisely agreed upon in an individual agreement between the agent and the client and paid by the client to the agent upon the conclusion of the Preliminary Agreement or the Sales Agreement.

5.2. The brokerage commission for leasing is in the amount of 15% of the annual rent and will be precisely agreed upon in an individual agreement between the agent and the client and paid to the agent upon the conclusion of the Preliminary Agreement or the Lease Agreement (unless otherwise agreed by the individual agreement).

6. LIABILITY FOR DAMAGES

6.1. The agent, in carrying out or other actions related to the business subject to brokerage, must act with the care of a prudent man;

6.2. The agent is liable to the client in accordance with the Law for damages arising from the non-performance of contractual obligations undertaken by the Brokerage Agreement and stated in these General Terms and Conditions by the Agent;

6.3. The Agent shall not be held responsible for the fulfilment of obligations by any of the contracting parties in the transaction, which they mutually undertook in the concluded Agreement (Preliminary Agreement).

6.4. The Agent is not liable for the quality of the real estate subject to the transaction, nor for hidden defects (except in cases where the seller has informed the Agent in writing of a hidden defect, and the Agent has concealed this information from the buyer);

6.5. The Agent is not responsible for any damages that the Client may suffer in connection with the brokerage or services provided by the Agent, unless such damages result from the intentional actions

or gross negligence of the Agent, breach of confidentiality obligations in accordance with these General Terms and Conditions, or violation of legal regulations.

6.6. Under no circumstances will the Agent be liable to the Client for indirect damages that could not have been reasonably foreseen, nor for lost profits, reputation, or business opportunities, except to the extent that such liability exists under mandatory regulations.

6.7. Without prejudice to the importance of other provisions of these General Terms and Conditions or the Brokerage Agreement, the Agent and the Client will be liable to each other for damages caused intentionally or by gross negligence, especially in cases of intentional violation of provisions of the General Terms and Conditions and the Brokerage Agreement, fraud, or deliberate misleading or provision of inaccurate information.

6.8. The Agent will not be liable for the performance of services that fall outside the scope of the Agent's core business activities, nor for actions or omissions of third parties.

7. CONFLICT OF INTEREST

The Agent is obliged to, to a reasonable extent, examine possible conflicts of interest before providing services to the Client. However, given that the Agent provides various professional services to a large number of clients, they may not always be able to identify all situations that may result in a conflict of interest with the Client. Therefore, the Client is responsible for promptly informing the Agent of any potential conflicts of interest that may affect the provision of services to the Client, except in justified cases. In the event that the Agent and the Client identify or assume a possible conflict of interest, or if it is considered that the Client's interests can be adequately resolved by applying appropriate procedures, the Agent will consider those procedures and agree on them with the Client.

8. PERSONAL DATA PROTECTION

8.1. The Client authorizes the Agent to process personal data received by the Agent during and in connection with the provision of brokerage services, for which the Client is the data controller, or personal data relating to the Client, in which case the Agent is the data controller (if applicable). These personal data include: name, place of birth, unique master citizen number, year of birth, citizenship, residence and/or domicile, personal identification number.

8.2. When processing personal data related to brokerage activities, the Agent will process personal data in accordance with the Law on Personal Data Protection ("Official Gazette of RS", No. 87/2018).

9. FINAL PROVISIONS

9.1. In case of any discrepancies between the provisions of the General Terms and Conditions and the Brokerage Agreement, the provisions of the Brokerage Agreement prevail.

9.2. The Client and the Agent will endeavour to resolve any disputes amicably, and in the event that a dispute cannot be resolved amicably, it will be resolved by the competent court in Belgrade.