

GENERAL CONDITIONS OF REAL ESTATE BROKERAGE
REMINGTON REALTY d.o.o.

1. INTRODUCTION

(1) REMINGTON REALTY d.o.o. (hereinafter referred to as: **Broker**) is a Broker who undertakes relevant actions related to the connection of the principal of the buyer/tenant/lessee and the principal of the seller/lessor/lessor (hereinafter collectively referred to as: **Principal** or **Principals**) and to negotiations and preparations for the conclusion of legal transactions which aims to:

- a. transfer of ownership rights over real estate (whether direct transfer or indirect transfer that occurs through the transfer of business shares in a trading company that owns the target real estate),
- b. establishing a lease or rental on the target real estate.

These General Conditions also define the obligation of the Principal to pay a certain brokerage fee to the Broker if the brokered legal transaction is concluded.

Principals accept these General terms and conditions of mediation in real estate transactions and all rights and obligations arising from them.

2. ELECTRONIC COMMUNICATION

(1) Communication between Principals and Broker will take place electronically. The Principal agrees that all contracts, notices, announcements and other forms of communication sent by the Broker electronically meet all legal requirements for such communication to be in writing.

3. OBLIGATIONS OF THE BROKER

(1) By entering into a Brokerage Agreement with the Principal, the Broker undertakes to try to find and connect the Principal with the other contracting party (seller/buyer/lessee/lessor) in order to conclude the brokered deal.

(2) In carrying out actions related to the work that is the subject of mediation, the Broker will act with increased care, according to the rules of the profession and customs, however, the Broker is not responsible if, despite the necessary diligence, he fails in his efforts to conclude the brokered legal transaction.

(3) The Broker undertakes to participate in the negotiations and to strive to conclude the Purchase and Sale Agreement, except in the case when the Principal objects to the Broker's participation in the negotiations, in which case the Broker is entitled to the entire brokerage fee that he agreed with the Principal and in the event that he does not participate in negotiations.

(4) The Broker undertakes, at the request of the Principal, to inform him of the average market price of a similar real estate, to obtain and inspect, and to provide for inspection to the Principal, who is the buyer, the documents proving the ownership or other real right to the property that is the subject of the purchase and sale (land registry extract, copy of the cadastral record, use permit, energy certificate, etc.) and inform the Principal about all circumstances important for the intended work that are known to the Broker.

(5) The Broker undertakes to perform the necessary actions for the purpose of presenting (presentation) the real estate on the market, to advertise the real estate in an appropriate manner, and to perform all other actions agreed in the Real Estate Brokerage Agreement that go beyond the usual presentation, for which he is entitled to special, pre-specified expenses.

(6) The Broker is not obliged to enable the viewing of the real estate or to present information about the same to an interested third party (the Principal who is a buyer/lessee/tenant) without the interested third party (buyer) having

previously accepted in writing these General Terms and Conditions of the Broker's business, as well as the conditions under which individual real estate is being sold, as well as obligations arising from these conditions.

(7) The Broker may transfer the Real Estate Brokerage Agreement to other Brokers without the consent of the Principal. In this case, the Principal remains in a contractual relationship only with the Broker with whom he concluded the Real Estate Brokerage Agreement, but the Broker will not be responsible if a brokered legal transaction is not concluded through the mediation of a sub-Broker.

(8) The Broker can enter into an Real Estate Brokerage Agreement with both contractual parties that he brings into contact with each other (the Principal who is the seller/lessor/lessor and the Principal who is the buyer/lessee/lessee) for the purpose of concluding a brokered legal transaction, and the said contractual relationship in no way will not affect the rights and obligations of the individual contracting party assumed by these General Terms and Conditions, unless otherwise stipulated in the Real Estate Brokerage Agreement.

4. OBLIGATIONS OF THE PRINCIPAL

(1) The Principal who is the seller undertakes to:

- inform the Broker of all the circumstances that are important for the brokerage and provide accurate information about the property and, if in possession, provide the Broker with the location, construction, or use permit for the property that is the subject of the contract, and provide the Broker with evidence of compliance with the obligations towards the third party;

- provide the Broker with documents proving his ownership of the real estate, i.e. other rights in rem to the real estate that is the subject of the contract and to notify the Broker of all registered and unregistered encumbrances on the real estate;

- provide the Broker and a third party interested in concluding the brokered legal transaction with a viewing of the property that is the subject of the sale;

- inform the Broker about all essential information about the real estate, which especially includes the description of the property in question and the price;

- after concluding the brokered legal transaction, pay the Broker the brokerage fee;

- if it is expressly agreed in the Real Estate Brokerage Agreement, to compensate the Broker for expenses incurred during the brokerage that exceed the usual brokerage costs,

- inform the Broker in writing about all changes related to the work for which he has authorized the Broker, and especially about changes related to ownership of real estate.

(2) In case of violation of one's obligations from Art. 4.1. of these General Terms and Conditions, the Principal who is the seller/lessor/lessor is obliged to compensate the Broker for the resulting damage up to the amount of the brokerage fee for the brokered legal work agreed in the Real Estate Brokerage Agreement with the Principal who is the seller/lessor/lessor.

(3) The Principal is not obliged to enter into negotiations for concluding a brokered deal with a third party found by the Broker.

The principal will be liable to the Broker for damages, if he did not act in good faith and is obliged to compensate the Broker for all costs incurred during the mediation up to the maximum amount that corresponds to the amount of the brokerage fee agreed in the Real Estate Brokerage Agreement.

5. PROMOTIONAL MATERIALS

(1) The Principal who is the seller/lessor/lessor undertakes to transfer to the Broker the right to use promotional material (video, floor plans, photographs and others) that are the author's work of the seller/lessor/lessor, to the extent necessary for the performance of the Broker work, and guarantees that the holder of property copyrights that authorizes it, as well as that the use in question does not infringe the property and moral copyrights of third parties. The client is aware that the promotional materials in question will be used to promote the sale of the real estate, including promoting the real estate in the media chosen by the Broker. In particular, it is determined that no compensation is paid for the use of promotional materials, and the Principal guarantees that their use does not infringe the rights of third parties, and the Broker will not be obliged to pay compensation to any third party or to act on another request of that person.

(2) In the event that the author or another person who disposes of property copyrights makes a justified monetary claim against the Broker due to the unauthorized use of the author's work, the Principal undertakes to pay the Broker the entire amount that the Broker had to pay to that person to the author due to the unauthorized use of that author's work, and to compensate him for the costs he incurred as a result. In the event that the author or another person who has property copyrights makes a non-monetary request (e.g. termination of use), the Broker will act on such a request without entering into an assessment of its merits, and the Client is obliged to pay the Broker the costs incurred in connection with the aforementioned.

(3) The Principal gives express permission to the Broker to photograph and record the property in question and to advertise the same shots and photos on websites and in written and electronic advertisements and all other media chosen by the Broker. In this case, the property copyright on the entire resulting promotional material belongs to the Broker. The Principal is not authorized to use or transfer the said material to third parties in any way, because otherwise he is responsible for damages to the Broker.

6. BROKERAGE FEE

(1) The amount of brokerage fee for the conclusion of a brokered legal transaction that the Principal who is the seller/lessor is obliged to pay is defined in the Real Estate Brokerage Agreement concluded between the Broker and the Principal who is the seller/lessor.

(2) The amount of brokerage fee that the Principal who is the buyer/tenant is obliged to pay is indicated on the advertisement and/or brochure of each individual property that is the subject of sale/lease.

(3) In the event that the amount of the brokerage fee for the conclusion of a brokered legal transaction, which the Principal who is the buyer is obliged to pay, is not indicated on the advertisement and/or brochure of the property that is the subject of the sale, the brokerage fee for the conclusion of the brokered legal transaction amounts to 3% from the agreed purchase price of the real estate, which is the subject of the sale, increased by the legal amount of VAT, unless otherwise agreed in the Real Estate Brokerage Agreement between the Broker and the Principal who is the buyer.

(4) In the event that the amount of the brokerage fee for the conclusion of a brokered legal transaction, which the Principal who is the lessee is obliged to pay, is not indicated on the advertisement and/or brochure of the property that is the subject of the lease, the brokerage fee amounts to 8% of the total agreed value of the rental/lease, increased by the legal amount of VAT, unless otherwise agreed in the Real Estate Brokerage Agreement between the Broker and the Principal who is the lessee.

(5) The amount of the brokerage fee for concluding a brokered legal transaction, which the Principal is obliged to pay who is the seller/lessor and/or the Principal who is the buyer/lessee is charged on the total amount of the sale price/lease price/rental price contracted through the brokered legal transaction.

(6) In the case of an obligation to charge VAT on the sale price/lease price, the total amount of the sale price/lease price is considered to be the price with VAT.

(7) The Broker is entitled to the entire agreed brokerage fee for concluding a brokered legal transaction contracted with an individual contractual party, regardless of whether he has or receives an order for brokerage or concludes a brokerage agreement with both contractual parties or only with one contractual party (the Principal who is the seller/lessor/lessee and/or buyer/tenant/lessee).

(8) The brokerage fee is due within 8 (eight) days from the date of payment of the down payment/guarantee deposit or the signing of the main purchase/lease/rental agreement. The ordering party, the seller/lessor, is obliged to pay the Broker fee to the Broker's business account IBAN **HR3323400091111031912** opened at Privredna banka Zagreb, SWIFT PBZGHR2X, Radnička cesta 50, 10000 Zagreb.

(9) The brokerage fee for the conclusion of a brokered legal transaction must be paid by the Principal who is the buyer to the Broker immediately upon payment of the down payment/guarantee deposit or at the latest simultaneously with the payment of the agreed purchase price/lease price/rental price for the property that is the subject of the purchase/lease (under the condition that the period from the payment of the down payment/guarantee deposit to the moment of payment of the agreed purchase price/rental price/lease price does not exceed 30 (thirty) days, in which case the Principal who is the buyer/lessee is obliged to pay the brokerage fee immediately payment of the down payment/guarantee deposit), but no later than within 8 (eight) days from the conclusion of the contract on the purchase/lease/rental of the property that is the subject of the purchase/lease/rental.

(10) The Broker has the right to a brokerage fee for concluding a brokered legal transaction in cases where the brokered legal transaction concludes instead of the Principal:

- spouse of the Principal,
- descendant of the Principal,
- ancestor of the Principal,
- a member of the Principal's household,
- a company over which the Principal or any of the above-mentioned persons have any form of control.

(11) The Broker acquires the right to a brokerage fee for concluding a brokered legal transaction from the Principal who is the seller/lessor and the Principal who is the buyer/lessee/tenant, not only during the duration of the Real Estate Brokerage Agreement, but also in the event that the brokered legal transaction is concluded within 12 months from the termination of the Real Estate Brokerage Agreement.

(12) In the event that the Principal who is the seller did not pay the Broker the brokerage fee that the Principal who is the seller is obliged to pay before the moment of payment of the agreed purchase price/rental price/lease price for the real estate that is the subject of the sale/lease, the same is obliged give an irrevocable instruction to a third party, i.e. to the Principal who is the buyer/lessee/tenant/notary public/escrow account manager, that at the time of payment of the down payment/guarantee deposit/agreed purchase price/lease price for the property that is the subject of sale/lease, the brokerage fee, which is obliged to be paid by the Principal who is the seller, is paid to the broker's account from Article 6.8. of these General Terms and Conditions and to pay the thus reduced agreed purchase price to the account of the Principal who is the seller/lessor.

7. TRANSFER OF BUSINESS SHARES

(1) In the event that the subject of the purchase and sale will be business shares (or ownership shares) in a trading company or any other legal entity that is the owner of the real estate, the provisions of these General Terms and Conditions of the Broker shall be applied in an appropriate manner between the contracting parties.

(2) In the aforementioned case, the Broker is entitled to a brokerage fee for mediating the sale of business shares (or other ownership shares) in a legal entity that is the owner of the real estate, and the amount of the brokerage fee will

be determined with regard to the price of the business shares (or ownership shares) in the company, and in the amount determined in the concluded Real Estate Brokerage Agreement between the Broker and the Principal.

8. BUYERS REGISTRATION

(1) During the duration of the Real Estate Brokerage Agreement concluded with the Principal who is the seller/lessor, the Broker undertakes to register with the same all third parties, i.e. the Principals who are buyers/lessees/tenants to whom he has presented a particular real estate.

(2) The presentation of individual real estate to a third party, i.e. to the Principal who is a buyer/tenant in the sense of the provisions of these General Terms and Conditions, shall be considered the presentation of interior and exterior photos, the presentation of floor plans, and especially the provision of information about the exact location of an individual real estate in person in the offices of the Broker or at another location where the Broker and a third party or the Principal who is the buyer/lessor holds a meeting either by email or by mail sent to the home or business address of a third party or the Principal who is the buyer/lessee.

(3) The registration shall contain, as a minimum, the full name and surname or the company of a third person or the Principal who is the customer/tenant/lessee and part of the email address. The registration will be sent via email to the email address of the Principal who is the seller/lessor/landlord, which is contracted in the Real Estate Brokerage Agreement.

(4) The contracting parties agree that the registration of a third party, i.e. the Principal who is a buyer/lessee, which has been delivered to the Principal who is a seller/lessor in the manner described in article 8.3. of these General Terms and Conditions confirms that the Broker has fulfilled its contractual obligations to bring in contact with the Principal who is the seller/lessor, a third party, i.e. the Principal who is the buyer/lessee who would negotiate with the Principal who is the seller/lessor on concluding a contract on the purchase/lease on the basis of which the Principal who is the seller/lessor sells/leases the real estate that is the subject of the sale/lease.

(5) If the Principal who is the seller/lessee/tenant has already previously (before the moment of submitting the registration for an individual third party, i.e. the Principal who is the buyer/lessee) entered into contact with an individual third party, i.e. the Principal who is the buyer/lessee whose registration was submitted to the Principal who is the seller/lessor by the Broker, the Principal who is the seller/lessor is obliged to inform the Broker about the same without delay, as well as to submit evidence of the previous registration of the same third party, i.e. the Principal who is the buyer/lessee, and otherwise it will be considered that the Broker has connected the Principal who is the seller/lessor and a third party, i.e. the Principal who is the buyer/lessee.

(6) The Principal who is the seller/lessor undertakes to refuse to be connected with the same person (a third party or the Principal who is a buyer/lessee registered by the Broker in accordance with the provisions of this article) through another Broker, and if he does so then the obligations assumed by this brokerage cannot affect the obligation of the Principal who is the seller/lessor to pay the Broker the agreed brokerage fee for mediation in the conclusion of a legal brokerage transaction, according to these General Terms and Conditions and the concluded Real Estate Brokerage Agreement, if with that person (a third party or the Principal which the buyer/tenant/lessee) concluded the Purchase Agreement through another Broker.

9. COSTS

(1) Costs of legal representation, costs of court fees, costs of a notary public, costs of translation of documentation into the language of the Principal, costs of legal and/or construction or other types of analysis of real estate (which do not represent a legal obligation of the Broker) that is the subject of purchase/lease/rental and all other costs that are necessary for the conclusion and implementation of the brokered legal work are not included in the amount of the brokerage fee.

(2) The Broker is not authorized to charge the Principal for costs that are not included in the amount of the Broker fee, except in the case when the Principal has previously given an order to the Broker to pay them on behalf and for the account of the Principal.

10. RESPONSIBILITY OF THE BROKER

(1) The Broker is not responsible to the Principal for the legality of the property that is the subject of purchase/lease/rental, nor for the correctness, accuracy and/or legality of the documentation on the basis of which the property that is the subject of purchase/lease/rental was built and/or registered in the cadastral register and /or land registers.

(2) The Broker is not responsible for the correctness and/or accuracy of the draft of the preliminary agreement and/or purchase and sale/rental/lease agreement prepared by the law office that hired the Broker according to the order of the Principal.

(3) In the event that the Principal requests the names and/or contacts of lawyers, inspectors, engineers, craftsmen or other experts from the Broker, any names and/or contacts that the Broker forwards to the Principal shall not be considered as a recommendation or confirmation of the ability of the person or persons to whom or which the Broker instructed the Principal. The principal assumes full responsibility for his selection(s) of all service providers.

11. COLLECTION OF PERSONAL DATA

(1) The Client gives express consent for the Broker, sub-Broker and persons related to the Broker in accordance with legal regulations to collect and process personal and other data for the purpose of processing the case, and for the purpose of achieving the interests of the Principal as well as for marketing purposes necessary to fulfill the obligations assumed by the Mediation Agreement. The principal confirms that he has been informed of the intention to use personal and other data and of the right to object to such an offer, that he is aware of the existence of the right of access and data relating to him and confirms the receipt of this clause for the use of personal data for marketing purposes.

12. FINAL PROVISIONS

(1) In case of any inconsistency between the Croatian, English and German versions of the text of these General Terms and Conditions, the Croatian version of the text shall apply.

(2) In the event of a dispute, the court having actual jurisdiction at the seat of the Broker shall have jurisdiction.