

Sukladno odredbi iz članka 18. Zakona o posredovanju u prometu nekretnina (Narodne novine broj: 107/07, 144/12, 14/14, 32/19), Adriatic realty, agencija za promet nekretninama i turistička agencija, vl. Danijela Čopić, OIB: 92077974578, Trg kneza Branimira 48A, Vodice dana 1. prosinca 2026. godine donosi sljedeće:

## **OPĆE UVJETE POSLOVANJA POSREDNIKA U PROMETU NEKRETNINA**

### **Članak 1**

#### **Opće odredbe**

Općim uvjetima poslovanja posrednika u prometu nekretnina (u daljnjem tekstu Opći uvjeti) uređuje se poslovni odnos između Posrednika, Nalogodavca i trećih osoba koje sklapaju Ugovor o posredovanju u prometu nekretnina (u daljnjem tekstu Ugovor o posredovanju) I njegov su sastavni dio.

Značenje pojedinih izraza u smislu ovih Općih uvjeta:

- Posrednik u prometu nekretnina je Adriatic realty, agencija za promet nekretninama i turistička agencija, vl. Danijela Čopić, OIB: 92077974578, Trg kneza Branimira 48A, Vodice, koje ispunjava uvjete za obavljanje posredovanja u prometu nekretnina određene Zakonom o posredovanju u prometu nekretninama, upisana u Registar posrednika u prometu nekretninama pri HGK pod brojem 211/2024 (u daljnjem tekstu: Posrednik)

- Mediator posredovanja u prometu nekretnina fizička je osoba koja je upisana u Imenik agenata posredovanja u prometu nekretnina i kao takav zaposlen kod Posrednika (u daljnjem tekstu: Mediator).

- Posredovanje u prometu nekretnina radnje su posrednika u prometu nekretnina koje se tiču povezivanja Nalogodavca i treće osobe, te pregovora i priprema za sklapanje pravnih poslova kojih je predmet određena nekretnina osobito pri kupnji, prodaji, zamjeni, najmu, zakupu i dr.

Pursuant to the provisions of Article 18 of the Act on Real - Estate Mediation (Official Gazette No. 107/07, 144/12, 14/14, 32/19), Adriatic Realty, the real - estate agency and tourist agency, owned by Danijela Čopić, OIB/PIN: 92077974578, Trg kneza Branimira 48A, Vodice, on January 1, 2026 brings the following:

## **GENERAL TERMS AND CONDITIONS OF BUSINESS FOR REAL - ESTATE MEDIATOR**

### **Article 1**

#### **General Provisions**

The general terms and conditions of the real - estate mediation business (hereinafter referred to as the General Terms) govern the business relationship between the Mediator, the Principal, and the third parties who enter into a Real - Estate Mediation Contract (hereinafter referred to as the Mediation Contract) and are an integral part thereof.

The meaning of individual expressions in terms of these General Terms and Conditions:

- A real - estate mediator is Adriatic Realty, a real estate agency and a tourist agency, owned by Danijela Čopić, OIB/PIN: 92077974578, Trg kneza Branimira 48A, Vodice, which fulfils the conditions for mediation in real - estate transactions specified by the Act on Mediation in Real - Estate Business, , registered in the Register of the Real - Estate Mediators at HGK under number 211/2024 (hereinafter: Mediator)

- A real - estate Agent is a natural person registered in the Directory of Real - Estate Agents and as such is employed by the Mediator (hereinafter: Agent).

- Mediation in the real - estate transactions are actions of mediators in real - estate transactions related to the connection between the Principal and the third party, as well as negotiations and preparations for the conclusion of legal transactions, the subject of which is a certain real - estate, especially when buying, selling, exchanging, renting, leasing, etc.

- Nalogodavac je fizička ili pravna osoba koja s Posrednikom u prometu nekretnina sklapa pisani ugovor o posredovanju (prodavatelj, kupac, zakupnik, zakupodavac, najmodavac, najmoprimac i drugi mogući sudionici u prometu nekretnina – u daljnjem tekstu: Nalogodavac).

- Nekretnine su čestice zemljišne površine, zajedno sa svime što je sa zemljištem trajno spojeno na površini ili ispod nje sukladno odredbama općeg propisa o vlasništvu i drugim stvarnim pravima

- Treća osoba je osoba koju Posrednik u prometu nekretninama nastoji povezati s Nalogodavcem radi pregovara o sklapanju pravnih poslova kojih je predmet određena nekretnina (u daljnjem tekstu: Treća osoba).

## **Članak 2 Obveza posrednika**

1. nastojati naći i dovesti u vezu s Nalogodavcem osobu radi sklapanja posredovanoga posla,
2. upoznati Nalogodavca s prosječnom tržišnom cijenom slične nekretnine,
3. pribaviti i izvršiti uvid u isprave kojima se dokazuje vlasništvo ili drugo stvarno pravo na predmetnoj nekretnini,
4. obaviti potrebne radnje radi predstavljanja nekretnine na tržištu, oglasiti nekretninu na odgovarajući način te izvršiti sve druge radnje dogovorene ugovorom o posredovanju u prometu nekretninama koje prelaze uobičajenu prezentaciju, a za što ima pravo na posebne, unaprijed iskazane troškove,
5. omogućiti pregled nekretnina,
6. posredovati u pregovorima i nastojati da dođe do sklapanja ugovora, ako se na to posebno obvezao,
7. čuvati osobne podatke Nalogodavca te po pisanome nalogu Nalogodavca čuvati kao poslovnu tajnu podatke o nekretnini za koju posreduje ili u vezi s tom nekretninom ili s poslom za koji posreduje,
8. ako je predmet sklapanja ugovora zemljište, provjeriti namjenu predmetnog zemljišta u skladu s propisima o prostornome uređenju koji se odnose na to zemljište,

- A principal is a natural or legal person who enters into a written mediation contract with a Real - Estate Mediator (seller, buyer, lessee, lessor and other possible participants in real - estate transactions - hereinafter: Principal).

- Real estates are plots of the land, together with everything permanently connected to it on the surface or underneath in accordance with the provisions of the general regulation on ownership and other real rights

- The third party is a person whom the Real - Estate Mediator tries to connect with the Principal in order to negotiate the conclusion of legal transactions the subject of which is a certain real - estate (hereinafter: The Third Party).

## **Article 2 Mediator's Obligation**

1. to try to find and bring a person in contact with the Principal in order to conclude a mediated deal,
2. to inform the Principal of the average market price of a similar real - estate,
3. to obtain and inspect the documents proving the ownership or the other real right to the real - estate in question,
4. to perform the necessary actions for the purpose of presenting the real - estate on the market, advertise the real - estate in an appropriate manner, and to perform all the other actions stipulated in the real - estate mediation contract that go beyond the usual presentation, for which he is entitled to special, pre-specified costs,
5. to enable the inspection of the real - estate,
6. to mediate in negotiations and to try to conclude a contract, if he has specifically committed to that,
7. to keep the Principal's personal data and, upon the Principal's written order, to keep as a business secret information about the real - estate for which he is mediating or in connection with that real - estate or with the business for which he is mediating,
8. if the subject of the contract is a plot of land, to check the purpose of the said plot of land in accordance with the spatial planning regulations referring to that plot of land,

9. obavijestiti Nalogodavca o svim okolnostima važnim za namjeravani posao koje su mu poznate ili mu moraju biti poznate,  
10. upoznati Nalogodavca s odredbama Zakona o sprječavanju pranja novca i financiranja terorizma (NN 108/17, 39/19, 151/22).

Smatra se da je Posrednik omogućio nalogodavcu vezu s drugom osobom o pregovaranju za sklapanje posredovanog posla, ako je omogućeno nalogodavcu stupanje u vezu s drugom osobom (fizičkom ili pravnom) s kojom je pregovarao za sklapanje pravnog posla, a naročito ako je: neposredno odveo ili uputio Nalogodavca u razgledavanje predmetne nekretnine, organizirao susret između Nalogodavca i Treće ugovorne osobe radi pregovaranja za sklapanje pravnog posla, Nalogodavcu priopćio ime, broj telefona, telefaksa, e-maila druge osobe ovlaštene za sklapanje pravnog posla ili mu je priopćio točnu lokaciju tražene nekretnine. Ukoliko posrednik u dogovoru s nalogodavcem obavlja za njega i druge radnje u vezi s poslom koji je predmet posredovanja te će poslove posebno ugovoriti te vrstu i visinu troškova.

Posrednik nije odgovoran za neizvršenje obveza nalogodavca i treće osobe, a koje obveze su preuzete pravnim poslom sklopljenim između Nalogodavca i Treće osobe, a predmet kojeg pravnog posla je nekretnina za koju je posrednik posredovao.

### **Članak 3** **Obveza nalogodavca:**

1. obavijestiti Posrednika o svim okolnostima koje su važne za obavljanje posredovanja i predočiti točne podatke o nekretnini, te ako posjeduje dati posredniku na uvid lokacijsku, građevnu, odnosno uporabnu dozvolu za nekretninu koja je predmet ugovora te dati na uvid posredniku dokaze o ispunjenju obaveza prema Trećoj osobi,

2. dati Posredniku na uvid isprave koje dokazuju njegovo vlasništvo na nekretnini, odnosno drugo stvarno pravo na nekretnini koja je predmet ugovora te upozoriti Posrednika na sve uknjižene i neuknjižene terete koji postoje na nekretnini,

9. to inform the Principal about all the circumstances important for the intended work that are known to him or must be known to him,  
10. to inform the Principal about the provisions of the Law on Prevention of Money Laundering and Financing of Terrorism (Official Gazette 108/17, 39/19, 151/22).

It is considered that the Mediator has enabled the principal to communicate with another person about negotiations for the conclusion of a mediated transaction, if the principal is enabled to enter into a relationship with another person (natural or legal) with whom he has negotiated for the conclusion of a legal transaction, especially if:

he took directly or directed the Principal to visit the said real - estate, organized a meeting between the Principal and the Third Contracting Party for the purpose of negotiating the conclusion of a legal transaction, communicated to the Principal the name, telephone number, fax number, e-mail of another person authorized to conclude a legal transaction, or communicated the exact location of the wanted real - estate.

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 stipulate the work and the type and amount of costs.

The mediator is not responsible for non-fulfilment of the obligations of the principal and the third party, which obligations are assumed by the legal transaction concluded between the Principal and the Third Party, whereby the subject of that legal transaction is the real - estate for which the Mediator mediated.

### **Article 3** **Principal's Obligation:**

1. to inform the Mediator of all the circumstances important for carrying out the mediation and to present accurate information about the real - estate, and if he has one, to give the Mediator a location, construction, or use permit for the real - estate that is the subject of the contract, and to provide the Mediator with evidence on fulfilment of obligations toward the third person,

3. osigurati Posredniku i Trećoj osobi zainteresiranoj za zaključivanje posredovanog posla razgledavanje nekretnine,

4. obavijestiti Posrednika o svim bitnim podacima o traženoj nekretnini što posebno uključuje opis nekretnine i cijenu,

5. nakon sklapanja posredovanog posla, odnosno predugovora kojim se obvezao sklopiti posredovani pravni posao, ako su Posrednik i Nalogodavac ugovorili da se pravo na plaćanje posredničke naknade stječe već pri sklapanju predugovora, isplatiti Posredniku posredničku naknadu, osim ako nije drugačije ugovoreno,

6. ako je izričito ugovoreno naknaditi Posredniku troškove učinjene tijekom posredovanja koji prelaze uobičajene troškove posredovanja,

7. obavijestiti Posrednika pisanim putem o svim promjenama povezanim s poslom za koji je ovlastio Posrednika, a posebno o promjenama povezanim s vlasništvom nekretnine,

8. sklopiti Ugovor o posredovanju s Posrednikom u pisanom obliku.

Nalogodavac nije dužan pristupiti pregovorima za sklapanje posredovanog posla s Trećom osobom koju je Posrednik pronašao, niti sklopiti pravni posao, a odredba ugovora kojom je ugovoreno drukčije ništavna je. Nalogodavac će odgovarati za štetu, ako pri tome nije postupio u dobroj vjeri, ako je zatajio ili dao netočne podatke bitne za posao posredovanja u cilju okončanja pravnog posla, te je dužan naknaditi sve troškove učinjene tijekom posredovanja, koji ne mogu biti veći od posredničke naknade za posredovani posao.

#### **Članak 4 Posrednička naknada**

Nalogodavac je dužan Posredniku isplatiti ugovorenu posredničku naknadu. Visina posredničke naknade utvrđuje se Ugovorom o posredovanju, a prema Cjeniku posrednika.

Posrednik stječe pravo na naknadu nakon zaključenja pravnog posla (potpisom Ugovora ili Predugovora) između Nalogodavca i Treće osobe u kojem je Posrednik posredovao. Nalogodavac

2. to give the Mediator the documents proving his ownership of the real - estate, or other real rights to the real - estate that is the subject of the contract, and to warn the Mediator of all registered and non-registered encumbrances that exist on the real estate,

3. to provide the Mediator and the Third Party interested in concluding the mediated deal with an inspection of the real - estate,

4. to inform the Mediator about all essential data about the requested real - estate, especially including the description of the real - estate and the price,

5. after the conclusion of the mediated business, i.e. the pre-contract by which he is obliged to conclude the mediated legal business, if the Mediator and the Principal have agreed that the right to charge the mediation fee is acquired already at the conclusion of the pre-contract, to pay the mediation fee to the Mediator, unless otherwise agreed,

6. if it is expressly agreed, to reimburse the Mediator for expenses incurred during the mediation that exceed the usual mediation costs,

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

8. to conclude a Mediation Contract with the Mediator in writing.

The Principal is neither obliged to enter into negotiations for the conclusion of a mediated deal with the Third Party found by the Mediator nor to conclude a legal deal, whereby the provision of the contract by which it was agreed otherwise is null and void.

The principal will be liable for damage, if he did not act in good faith, if he withheld or provided incorrect information essential for mediation in order to complete the legal business, and is obliged to compensate all expenses incurred during the mediation, which cannot exceed the mediation fee for mediated work.

je dužan posredničku naknadu platiti istodobno ili neposredno nakon sklapanja pravnog posla u kojem je Posrednik posredovao.

Nalogodavac je dužan platiti naknadu i kad je s osobom s kojom ju je u vezi doveo Posrednik zaključio pravni posao različit od onoga za koji se posredovalo, koji je iste vrijednosti kao i pravni posao, odnosno kojim se postiže ista svrha kao i posredovanim pravnim poslom.

Ukoliko Nalogodavac odustane tijekom zaključivanja posredovanog posla (nakon što mu je Posrednik dostavio prihvatljivu ponudu) dužan je Posredniku isplatiti iznos ugovorene Naknade.

Posrednička naknada ne uključuje slijedeće troškove koje snosi nalogodavac; prijevode ovlaštenog sudskog tumača svih dokumenata koji se odnose na predmet ovog ugovora ( izuzev samog ugovora ili predugovora),sudske pristojbe za uknjižbu, predbilježbu i zabilježbu, javnobilježničku nagradu pri ovjeri potpisa na ispravama, troškove sudskih pristojbi odnosno državnih biljega, uvjerenja o identifikaciji, pribave građevinske i/ili uporabne dozvole kao i/ili troškove pribave ostale dokumentacije od nadležnog suda, državne geodetske uprave, banke, upravnih odjela nadležnih tijela jedinica lokalne i/ili područne samouprave odnosno svih drugih tijela.

U posredničku naknadu je uključena izrada Ugovora odnosno Predugovora, ali isključivo ako tu uslugu obavlja odvjetnik s kojim Posrednik surađuje.

Posrednik ima pravo na naknadu ako bračni drug, odnosno izvanbračni drug, potomak ili roditelj nalogodavca zaključi posredovani pravni posao s osobom s kojom je Posrednik Nalogodavca doveo u vezu.

Posrednik nema pravo na naknadu za posredovanje ako s nalogodavcem sam kao stranka sklapa ugovor koji je bio predmet posredovanja, odnosno ako takav ugovor s nalogodavcem sklopi Mediator koji za posrednika obavlja poslove posredovanja.

Iznos naknade:

#### **Article 4 Mediator's Fee**

The Principal is obliged to pay the Mediator the agreed mediation fee. The amount of the mediation fee is determined by the mediation contract and according to the Mediator's price list.

The Mediator acquires the right to compensation after the conclusion of the legal transaction (by signing the Contract or Pre-Contract) between the Principal and the Third Party in which the Mediator mediated. The principal is obliged to pay the mediation fee at the same time or immediately after the conclusion of the legal transaction in which the Mediator mediated.

The principal is obliged to pay compensation even when he has concluded a legal transaction with the person brought to him by the Mediator, the transaction different from the one for which it was mediated, but which is of the same value as the legal business, i.e. which achieves the same purpose as the mediated legal business.

If the Principal withdraws from the legal business during the conclusion of the mediated deal (after the Mediator has submitted an acceptable offer), he is obliged to pay the agreed fee to the Mediator. The mediation 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 (except for the contract itself or the pre-contract), court fees for registration, pre-registration and the remark, notarial award for certifying signatures on documents, costs of court fees, i.e. state stamps, identification certificates, acquisition of building 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, the units of local and/or regional self-government or all other bodies.

The mediation fee includes the drafting of the Contract or Pre-Contract, but only if this service

<p><b>PRODAJA</b></p> <p>Provizija za posredovanje prilikom prodaje nekretnine (naplaćuje se od prodavatelja):</p> <p>2 – 5%, ali ne manje od 900,00 eura</p> <p><b>KUPNJA</b></p> <p>Provizija za posredovanje prilikom kupnje nekretnine (naplaćuje se od kupca):</p> <p>2 – 4 %, ali ne manje od 900,00 eura</p> <p><b>ZAMJENA</b></p> <p>Prilikom zamjene nekretnine provizija se naplaćuje od 2-4%svake strane u zamjeni, a postotak se računa od vrijednosti nekretnine koju je stranka stekla zamjenom.</p> <p><b>IZNAJMLJIVANJE I DAVANJE U ZAKUP</b></p> <p>Postotak od mjesečne najamnine/zakupnine naplaćuje se od najmodavca i zakupodavca</p> <p>75 % Minimalno</p> <p>100 % Za najam ili zakup trajanja od 12 do 36 mjeseci</p> <p>150 % Minimalno za najam ili zakup trajanja od 60 mjeseci (5 godine) i više</p> <p><b>UNAJMLJIVANJE I ZAKUP – provizija od najmoprimca i zakupnika</b></p> <p>Postotak od mjesečne najamnine/zakupnine naplaćuje se od najmoprimca i zakupnika</p> <p>75 % Minimalno za najam</p> <p>100 % Za najam ili zakup trajanja od 12 do 36 mjeseci</p> <p>150 % Minimalno za najam ili zakup trajanja od 60 mjeseci (5 godine) i više</p>	<p>is performed by a lawyer with whom the Mediator cooperates.</p> <p>The Mediator is entitled to compensation if the principal's spouse or a common-law partner, offspring or parent concludes a mediated legal transaction with a person brought to the Principal by the Mediator.</p> <p>The Mediator does not have the right to compensation for mediation if he, as a party, concludes a contract with the principal that was the subject of the mediation, or if such a contract is concluded with the principal by an Mediator who performs mediation tasks for the Mediator.</p> <p>Fee amount:</p> <p><b>SALE</b></p> <p>Mediation commission when selling the real - estate (charged to the seller):</p> <p>2-5%, but not less than EUR 900.00</p> <p><b>PURCHASE</b></p> <p>Mediation commission when buying the real - estate (charged to the buyer):</p> <p>2-4%, but not less than EUR 900.00</p> <p><b>EXCHANGE</b></p> <p>When exchanging the real - estate, a commission is charged 2-4% from each party in the exchange, and the percentage is calculated from the value of the real - estate the party acquired through the exchange.</p> <p><b>RENT AND LEASE</b></p> <p>A percentage of the monthly rent/lease is charged from the lessor</p> <p>75 % Minimum</p> <p>100% For rent or lease in duration from 12 to 36 months</p>
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Na navedene naknade se zaračunava PDV u iznosu od 25%.

#### **Članak 5 Ponuda nekrenina**

Ponuda Posrednika temelji se na podacima koji su zaprimljeni pismenim ili usmenim putem, te je uvjetovana potvrdom. Posrednik zadržava mogućnost greške u opisu i cijeni nekretnine koje mogu nastati zbog pogrešno danih podataka ili promjene uvjeta prodaje, mogućnost da je oglašena nekretnina već prodana ili je vlasnik odustao od prodaje.

Ponude i obavijesti Posrednika primatelj (Nalogodavac) mora čuvati kao poslovnu tajnu i samo ih uz pismeno odobrenje Posrednika smije prenijeti Trećim osobama. Ako je primatelj ponude već upoznat s nekretninama koje mu je Posrednik ponudio, obvezan je o tome agenciju bez odgode obavijestiti.

#### **Članak 6 Ugovor o posredovanju u prometu nekretnina**

Ugovorom o posredovanju u prometu nekretnina obvezuje se Posrednik da će nastojati naći i dovesti u vezu s Nalogodavcem osobu radi pregovaranja i sklapanja određenoga pravnog posla o prijenosu ili osnivanju određenoga prava na nekretnini, a Nalogodavac se obvezuje da će mu isplatiti određenu posredničku naknadu ako taj pravni posao bude sklopljen.

Ugovor o posredovanju u prometu nekretnina sklapa se u pisanome obliku i na rok od 12 mjeseci i može se sporazumom stranaka više puta produžiti.

Posrednik može prenijeti ovaj Ugovor na druge posrednike pri čemu Nalogodavac ostaje u ugovornom odnosu samo s Posrednikom s kojim je sklopio Ugovor. Ugovor o posredovanju prestaje istekom roka na koji je sklopljen ako u tome roku nije sklopljen pravni posao za koji je posredovano ili otkazom bilo koje od ugovornih strana.

Otkaz se mora uputiti suprotnoj strani pismenim putem na adresu navedenu u Ugovoru ili na

150 % Minimum for rent or lease in duration of 60 months (5 years) and more (increased by VAT 25%)

**HIRE** - commission from the lessee

A percentage of the monthly rent/lease is charged from the lessee

75 % Minimum for rent

100% For rent or lease in duration from 12 to 36 months

150 % Minimum for rent or lease in duration of 60 months (5 years) and more

VAT in the amount of 25% is charged on the mentioned fees.

#### **Article 5 Offer of the Real - Estates**

The Mediator's offer is based on information received in writing or verbally, and is subject to confirmation. The Mediator reserves the possibility of errors in the description and price of the real - estate that may arise due to incorrectly given data or changes in the conditions of sale, the possibility that the advertised real - estate has already been sold or that the owner has withdrawn from the sale.

Offers and notifications of the Mediator must be kept by the recipient (Principal) as a business secret and may only be transferred to the Third Parties with the written approval of the Mediator. If the recipient of the offer is already familiar with the real - estate offered to him by the Mediator, he is obliged to inform the agency about it without delay.

#### **Article 6 Contract on Mediation in the Real - Estate Transactions**

With the contract on mediation in the 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 specific legal transaction on the transfer or establishment of a specific right to the real - estate, and the Principal undertakes to

službeni e-mail Posrednika odnosno Nalogodavca. Otkazni rok traje 30 dana. Otkaz Ugovora ne smije biti protivan načelu savjesnosti i poštenja te ne može pasti u nevrijeme niti s namjerom da se Posrednika liši prava na Naknadu. U slučaju otkaza Ugovora Nalogodavac je dužan naknaditi Posredniku učinjene troškove za koje je bilo izričito ugovoreno da ih Nalogodavac posebno plaća, kao i one koje je Posrednik imao kao posljedicu naloga ili upute Nalogodavca. Ako Nalogodavac tijekom trajanja Ugovora o posredovanju, ili u roku od godine dana nakon njegovog opoziva, mimo Posrednika zaključi pravni posao s osobom s kojom ga je Posrednik doveo u vezu, ili ga zaključi putem drugog posrednika, a koji ga je u vezu s trećom osobom doveo nakon Posrednika, smatrat će se da je postupio protivno savjesnosti (u smislu čl. 12. Zakona o obveznim odnosima), te je dužan Posredniku u cijelosti namiriti posredničku proviziju.

#### **Članak 7**

##### **Isključivo posredovanje**

Ugovorom o posredovanju u prometu nekretnina Nalogodavac se može obvezati da za posredovani posao neće angažirati nijednoga drugog Posrednika (isključivo posredovanje), koja obveza mora biti izričito ugovorena.

Ako je za vrijeme trajanja ugovora o isključivome posredovanju nalogodavac sklopio mimo Posrednika pravni posao preko drugog posrednika, a za koji je isključivom Posredniku bio dan nalog za posredovanje, dužan je isključivom posredniku platiti ugovorenu posredničku naknadu kao i moguće dodatne stvarne troškove učinjene tijekom posredovanja za navedeni posredovani posao.

Prilikom zaključivanja Ugovora o isključivome posredovanju u prometu nekretnina posrednik je dužan posebno upozoriti nalogodavca na značenje i pravne posljedice te ugovorne odredbe

#### **Članak 8**

##### **Zaštita osobnih podataka**

Sklapanjem Ugovora, nalogodavac potvrđuje da je upoznat s time da Posrednik, kao voditelj obrade osobnih podataka, prikuplja i obrađuje

pay him a certain mediation fee if that legal deal is concluded.

The contract on mediation in the real - estate transactions is concluded in writing and for a period of 12 months and can be extended several times by agreement of the parties.

The Mediator may transfer this Contract to the other Mediators, whereby the Principal remains in a contractual relationship only with the Mediator with whom he has concluded the Contract.

The contract on mediation ends at the end of the term for which it was concluded, if no legal deal, for which it was negotiated, has been concluded within that period or if cancelled by any of the contracting parties. Cancellation must be sent to the opposite party in writing to the address specified in the Contract or to the official e-mail of the Mediator or Principal. The notice period lasts 30 days.

The termination of the Contract must not be contrary to the principle of conscientiousness and honesty, and cannot be made at an adverse time or with the intention of depriving the Mediator of his right to compensation.

In the event of cancellation of the Contact, the Principal is obliged to compensate the Mediator for the incurred expenses for which it was expressly agreed that the Principal would pay them separately, as well as those incurred by the Mediator as a result of the order or instruction of the Principal.

If the Principal, within the duration of the Mediation Contract, or within one year after its revocation, concludes a legal transaction without the Mediator but with a person brought to him by the Mediator, or if the Principal concludes it through another Mediator who connected him with the third person after the Mediator, it will be considered that he has acted against his conscience (in the sense of Article 12 of the Law on Obligations), and he is obliged to pay the Mediator his mediation commission in full.

#### **Article 7**

##### **Exclusive Mediation**

With the contract on mediation in the real - estate transactions, the Principal can undertake not to engage any other Mediator for the

osobne podatke ovlaštenih osoba nalogodavca isključivo u svrhu i za potrebe provedbe Ugovora o posredovanju u prometu nekretninama, te ovime daje svoju izričitu suglasnost na prikupljanje i obradu predmetnih podataka., sukladno odredbama Opće uredbe o zaštiti podataka – Uredba (EU) 2016/679 te Politici zaštite osobnih podataka Adriatic realty, agencije za promet nekretninama i turistička agencija, objavljenih na Internet stranici Agencije. Osobni podaci prikupljaju se pisanim putem prilikom sklapanja Ugovora. Podaci prikupljeni prilikom sklapanja / izmjenama ili dopunama Ugovora (ime i prezime Nalogodavca ili ovlaštene osobe , adresa, datum rođenja, OIB, adresa elektroničke pošte i broj telefona) obrađuju se elektroničkim pisanim unosom osobnih podataka u računalo te se ti podaci pohranjuju u digitalnom obliku, zaključani lozinkom. Izvornici Ugovora čuvaju se u fizičkom obliku u posebnim registratorima bez mogućnosti neovlaštenog pristupa, te na računalima Posrednika u elektroničkom obliku. Navedeni podaci ne smiju se koristiti u drugu svrhu od one u koju su prikupljeni. Podaci se čuvaju za vrijeme trajanja Ugovora i nakon prestanka Ugovora u svrhu reguliranja pravnih odnosa nastalih uslijed (prestanka) ugovornog odnosa, odnosno do isteka odgovarajućih zastarnih rokova sukladno posebnim propisima koji uređuju zastaru za predmetni ugovorni odnos. Nalogodavac ovlašćuje Posrednika na ustupanje prikupljenih podataka trećim osobama u slučaju prijenosa poslovanja, osnivanja poslovnih odnosa u smislu poslovnih partnerstva i sličnih odnosa (osobito u računovodstvene i knjigovodstvene svrhe). Nalogodavac svojim potpisom potvrđuje da je prije sklapanja Ugovora obaviješten o namjeri korištenja osobnih podataka Posrednika i njegovih radnika. Posrednik je obvezan osobnim podacima postupati u skladu sa svakodobno primjenjivim pravnim propisima koji uređuju područje zaštite osobnih podataka. Osobe ovlaštene na zastupanje nalogodavca, potpisnici nalogodavca, kao i radnici nalogodavca, svi u svojstvu ispitanika, mogu od Posrednika u svojstvu voditelja i/ili izvršitelja obrade osobnih podataka zahtijevati ostvarenje svih prava ispitanika sukladno primjenjivim

mediated business (exclusive mediation), which obligation must be expressly agreed upon.

If, within the duration of the contract on exclusive mediation, the principal concluded a legal transaction through another Mediator, but without the Mediator, and for which the exclusive Mediator was given an order for mediation, he is obliged to pay the exclusive Mediator the stipulated mediation fee, as well as possible additional real costs incurred during the mediation for the aforementioned mediated business.

When concluding the contract on exclusive mediation in the real - estate transactions, the Mediator is obliged to specifically warn the principal about the meaning and legal consequences of that contractual provision.

#### **Article 8**

##### **Protection of personal data**

By entering the Contract, the principal confirms that he is aware that the Mediator, as the manager of personal data processing, collects and processes the personal data of authorized persons of the principal exclusively for the purpose and for the needs of implementing the contract on mediation in the real - estate transactions, and hereby gives his express consent to the collection and processing of the subject data, in accordance with the provisions of the General Data Protection Regulation - Regulation (EU) 2016/679 and the Personal Data Protection Policy of Adriatic Realty, the real - estate agency and tourist agency, published on the Agency's website. Personal data is collected in writing when concluding the Contract.

The data collected during the conclusion/amendments to the Contract (name and surname of the Principal or authorized person, address, date of birth, OIB/PIN, e-mail address and phone number) are processed by electronic written entry of personal data into the computer and these data are stored in digital form, locked with a password.

The originals of the Contract are kept in physical form in special folders without the possibility of unauthorized access, and on the Mediator's computers in electronic form. The above data may not be used for a purpose other than that for which it was collected. The data is kept for the duration of the Contract and after the

pravnim propisima koji uređuju područje zaštite osobnih podataka.

Osobe ovlaštene pristupiti osobnim podacima osoba ovlaštenih za zastupanje nalogodavca, osobnim podacima potpisnika nalogodavca i radnika nalogodavca su isključivo osobe ovlaštene od strane Posrednika, sukladno posebnoj odluci Posrednika. Posrednik će s osobnim podacima postupati sukladno svim primjenjivim pravnim propisima uz primjenu odgovarajućih fizičkih, tehničkih i drugih sigurnosnih mjera zaštite osobnih podataka od neovlaštenog pristupa, zlorporabe, otkrivanja, gubitka ili uništenja.

### **Članak 9**

#### **Zaključne odredbe**

Za sve što izričito nije utvrđeno ovim Općim uvjetima primjenjivat će se Zakon o posredovanju u prometu nekretnina, Zakon o obveznim odnosima, Zakon o sprječavanju pranja novca i financiranju terorizma te ostali primjenjivi propisi.

Svi eventualni sporovi između Posrednika i Nalogodavca će se nastojati riješiti mirnim putem, a u suprotnom nadležan je sud u Šibeniku.

Opći uvjeti poslovanja primjenjuju se od 1.1.2026.

termination of the Contract for the purpose of regulating legal relationships arising as a result of (termination) of the contractual relationship, i.e. until the expiration of the corresponding statute of limitations in accordance with special regulations governing the statute of limitations for the contractual relationship in question.

The Principal authorizes the Mediator to transfer the collected data to the third parties in case of transfer of business, establishment of business relationships in the sense of business partnerships and similar relationships (especially for accounting and bookkeeping purposes). With his signature, the Principal confirms that he was informed of the intention to use the personal data of the Mediator and his employees before concluding the Contract. The Mediator is obliged to handle personal data in accordance with the applicable legal regulations governing the area of personal data protection.

Persons authorized to represent the principal, the signatories of the principal, as well as employees of the principal, all in the capacity of respondents, may demand from the Mediator in the capacity of manager and/or executor of personal data processing, for all rights of the respondents to be exercised in accordance with the applicable legal regulations governing the area of personal data protection.

The persons authorized to access the personal data of persons authorized to represent the principal, the personal data of the principal's signatories and the principal's employees are exclusively persons authorized by the Mediator, in accordance with a special decision of the Mediator. The Mediator will handle personal data in accordance with all applicable legal regulations with the application of appropriate physical, technical and other security measures to protect personal data from unauthorized access, misuse, disclosure, loss or destruction.

### **Article 9**

#### **Final provisions**

For everything not expressly determined by these General Terms and Conditions, the Law on Real - Estate Mediation, the Law on Obligations, the Law on Prevention of Money Laundering and Financing of Terrorism and other applicable regulations will apply.

	<p>All possible disputes between the Mediator and the Principal will be resolved amicably, otherwise the court in Šibenik has jurisdiction hereof.</p> <p>The general terms and conditions apply from January 1, 2026.</p>
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