

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 November 15, 2024 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.

- 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. 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,
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.

#### **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 is performed by a lawyer with whom the Mediator cooperates.

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.

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.

Fee amount:

### **SALE**

Mediation commission when selling the real - estate (charged to the seller):

2-5%, but not less than EUR 900.00

### **PURCHASE**

Mediation commission when buying the real - estate (charged to the buyer):

2-4%, but not less than EUR 900.00

### **EXCHANGE**

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.

### **RENT AND LEASE**

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

75 % Minimum

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

**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

## **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 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 Contract, 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 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 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.

All possible disputes between the Mediator and the Principal will be resolved amicably, otherwise the court in Šibenik has jurisdiction hereof.

The general terms and conditions apply from November 15, 2024.