

GENERAL CONDITIONS OF AGENCIA D.O.O. REAL ESTATE AGENCY

Agencia za nepremičninsko posredovanje d.o.o. real estate agency, Gerbičeva ulica 110, 1000 Ljubljana (hereinafter referred to as real estate agency), pursuant to Article 15 of the Real Estate Agencies Act (Official Gazette of the Republic of Slovenia, No. 42/2003) determines **General conditions for performing real estate agency services** as follows:

1. Definitions:

- Real estate agency is the company Agencia d.o.o.
- The principal is a natural or legal entity, which concludes an Agreement on Real Estate Agency Services with the real estate agency.
- Real estate agent is a natural entity who performs agency services for the real estate agency based on employment contract or any other legal basis and has in accordance with the law obtained a licence, issued by the ministry competent for the provision of agency services and is entered in the real estate agents register at the competent ministry.
- Agency Agreement on Real Estate Services (hereinafter referred to as the Agency Agreement) is a written agreement where the real estate agency is obliged to strive to find and make contacts between the principal and the person that will negotiate for the conclusion of a certain contract where the subject is real estate, the principal is obliged to pay the real estate agency for the services, if the contract will be concluded.
- Third person is a person which the real estate agent tries to get in contact with the principal to negotiate with them on the conclusion of a certain contract in connection with real estate.

2. Validity of general conditions for real estate agency services

- 2.1. General conditions present a part of the Agency Agreement concluded between the real estate agency and the principal.
- 2.2. If the Agency Agreement contains provisions that are contradictory to these general conditions, the provisions of the agreement shall prevail.

3. Agency services at the sale or purchase of real estate

Based on the Agency Agreement for the sale or purchase of real estate, the real estate agency shall be obliged to perform the following services, the costs of which are included in the real estate agency services fee:

- conclusion of an Agency Agreement on Real Estate Services;
- informing the client and a third party with market situation relevant for determining the price of the real estate, the content of regulations that are important for the valid conclusion of an Agency Agreement on Real Estate Services, the amount of tax obligations of the client and the prices of notary services;
- establishing the actual condition of real estate (viewing of real estate);
- establishing the legal situation of real estate by acquiring documents on real estate (extract from the land register), contracts (if the real estate is not entered in the land register) and similar;
- written warnings, notices, confirmations
- explaining potential risks, connected with unregulated land register situation of the real estate;
- informing the principal on the established legal and actual condition of real estate and reliable notifying on established defects that could impact the usability or price;
- making contact with the third person to negotiate for the conclusion of the sales contract;
- viewing of the real estate after concluding an Agency Agreement on Real Estate Services
- principal's presence at viewing of real estate;
- advertising the sale of real estate in public media or otherwise;
- telephone communication with clients;
- written warnings, notifications, confirmations;
- cooperation in negotiations for the conclusion of the sales contract;
- drafting of a sales contract by an attorney at law;
- keeping original copies of contracts and other documents until the conclusion of the legal transaction, if the parties of the sales contract agree that the custodian service in connection with the contract are performed by the real estate agency;
- the preparation of the income statement for real estate trading;
- at the sales transaction cooperation at the delivery and takeover of real estate and implementing minutes on the delivery and takeover;

4. Agency services at the letting or rental of real estate

The real estate agency performs the following agency services in the rental or letting of real estate, the costs of which are comprised in the real estate agency fee:

- informing the principal and third person on market situation that is relevant for determining the rental amount;
- informing the principal on the content of regulations that are relevant for the valid conclusion of an agreement on rental and the amount of tax obligations;
- establishing the actual condition of real estate (viewing of real estate);
- establishing the legal situation of the real estate and potential rights of third parties;
- advertising in printed and electronic media;
- organising and managing views;
- cooperation in negotiations for the conclusion of the rental contract;
- drafting of rental contract;
- cooperation at the delivery and takeover of real estate and implementing minutes on the delivery and takeover.

5. Additional services

5.1. Based on an explicit agreement, the real estate agency shall be obliged to perform the following services at a special fee:

- real estate appraisal performed by an appraiser;
- drafting of various documents in connection with the agency services subject (authorisations, receipts, minutes);
- arrangement of the land register situation of the real estate if the real estate is not registered in the land register or if the seller is not entered as the owner of the real estate in the land register;
- acquisition of location information or confirmation on intended use;
- land register proposal for entry or deletion of note, advance note, easement etc.;
- cooperation at the transfer of subscriptions and user fees for electricity, telephone, gas and other municipal services to the new owner or tenant;
- drafting of the lease agreement or sale purchase agreement
- preparation of hand over minutes
- execution of the hand over
- informing the building manager and suppliers of services regarding the signing of the relevant agreement
- advising during the duration of the lease agreement
- storage of photo material in the agency's archive
- proceedings in front of various authorities
- paying the stamp duties

- obtaining documents at the land register or elsewhere
- preparing the energy certificates
- obtaining id.nr. and tax nr. for non residents
- obtaining statement from the municipality regarding the pre-emptive right
- proceeding at selling the farm land
- other services, explicitly agreed by the real estate agency and the principal.

5.2. Additional services are paid according to currently valid price list that is part of these general conditions. If additional services are not mentioned on the price list, the amount of the additional services is agreed by the real estate agency and the principal by special written agreement. The real estate agency shall issue the principal an invoice for additional services immediately after the performed service. The real estate agency shall have the right to the payment for additionally ordered services, even if the services are implemented without success or if the principal in continuation performs the trade, subject to agency services, by themselves.

6. Reimbursement of agency costs

6.1. The principal shall in the case of sale or purchase of real estate pay the real estate agency the agency costs in the amount of 4% of the contractual value of real estate, or minimum €1.000.00 + 22% VAT, if the contractual value of the real estate is lower than €10,000.00 and if the agreement does not contain a lower agency cost.

6.2. In the case of letting or rental of real estate, the principal shall pay the agency services costs in the amount of 4% from the contractual value + 22% VAT. The contractual value is calculated by multiplying the monthly rent with the number of months for which the agreement is signed and it cannot exceed one monthly rent and cannot be lower than 150 EUR + 22% VAT, if the contract shall not contain the provision on a lower cost for agency services.

6.4. 22% value added tax is not included in the real estate agency fee and is charged separately.

6.5. The real estate agency shall obtain the right to agency costs when the contract is concluded for the transaction where it mediated, and the principal shall be obliged to pay the real estate agency fee in the amount as is stipulated in the agency agreement, i.e. within eight days from the conclusion of the sales or rental contract.

6.6. If a preliminary contract or any other contract is concluded, the agent shall be entitled to the payment of the half of the real-estate agency fee at the conclusion of the contract, and the right to the payment of the other half of the real-estate agency fee at the conclusion of the main contract.

6.7. The real estate agency shall have the right to the payment of agency fee also if the contractual parties subsequently withdraw from the concluded contract.

6.8. If the real estate age does not perform any of the services mentioned in Items 3 and 4 to the explicit wish of the principal or if the principal performs those services or if they deem unnecessary, the principal is not entitled to demand the reduction of the real estate agency fee.

6.9. Costs that are in any case covered by the principal:

- costs of notarial services for notary verification of signatures or notary archiving;
- court fees for land register entries;
- costs of drafting of contracts as notary documents;
- costs of administrative taxes and fees for confirmations and permits that are necessary for a valid conclusion of the contract;
- payment of taxes;
- costs of acquiring the lacking documentation for arranging ownership;
- verifying the use of real estate during the rental;
- other costs that are not comprised in items 3 and 4.

6.10. The real estate agency shall have the right to the payment of the agency fee in cases when the principal or their family members or any other person that is present at viewing of the real estate with the principal, concludes a contract in connection with the real estate that was subject to agency services, i.e. with a third person, with which contact was made with the principal based on real estate agency efforts and the was concluded in 6 months after the termination of the agency agreement.

6.11. If the third person is principal's close family member, the principal shall be obliged the entire contractual agency fee.

6.12. The real estate agency and the principal can agree that the real estate agency shall have the right to the payment of the real estate agency cost also when the principal finds a third person with whom the contract for real estate, subject to agency services, was concluded. In this case, the agency cost will amount to 150 EUR + VAT.

7. Obligations of the principal

7.1. In the case of agency services in the sale, exchange or letting of real estate, the principal shall be obliged to notify the real estate agency on all circumstances that are relevant for the performance of agency services. The principal shall accurately and fairly inform the agency on the legal condition of the real estate, inform them on the legal defects and potential rights of third parties to real estate, and inform them on the actual situation of the real estate as well as all material defects on the real estate. The principal shall submit to the real estate agency all available documentation on the real estate subject to agency services. Prior to concluding the agency agreement the real estate agent has the right to view the original documents that are essential for real estate transactions and demand the copies of those documents. The principal is obliged to constantly inform the real estate agency on the changes of the order (price, deadlines for moving out of the property etc.).

7.2. When the principal finds a third person with whom the contract, subject to agency services, is concluded, they are obliged to inform the real estate agency in written form within two days from the signing of the sales or rental contract (preliminary or similar contract) or on the withdrawal from sale or rental. In the case of letting the principal is obliged to submit to the agent the copy of the concluded contract. If the principal fails to do that, they are obliged to reimburse the agent for all costs that have emerged in connection with agency services from the date of the conclusion of the agreement and refer to phone calls, transport, viewing, advertising, keeping records and similar.

8. Anonymity of the principal

When the real estate agency performs agency services for a principal who wants to remain anonymous, the agency is not obliged to reveal the identity of the principal to the third person who wants to conclude a legal transaction with the principal until the legal transaction is actually concluded.

9. Conclusion of exclusive agency agreement

9.1. The principal and the real estate agency can conclude an exclusive agency agreement, meaning that the principal entrusted the real estate for the performance of agency services exclusively to real estate agency Agencia d.o.o. and not to other real estate agencies.

9.2. If the parties concluded an exclusive agency agreement, and during the duration of this agreement, the principal concludes an agency agreement for the same real estate with another real estate agency and sells or lets that real estate via another real estate agency, they are obliged to inform the Agencia d.o.o. real estate agency in written form and pay to the Agencia d.o.o. costs in amount 150 EUR + VAT..

10. Transfer of services

The agency agreement can stipulate that the real estate agency can transfer agency services to other real estate agencies. In this case the principal shall remain in contractual relationship only with the real estate agency under these conditions. The real estate agency shall deliver to the principal a list of real estate agencies, to which the order is transferred.

11. Duration of the agency agreement

11.1. The agency agreement shall be concluded for a fixed term of 9 months. The contract can consensually be extended, total time of agency services is not limited. The parties can at any time make written withdrawal from the agency agreement, if this does not deem contradictory to good faith and fairness. If the principal unilaterally withdraws from the agency agreement prior to the expiry of the agreed date of validity of the agency agreement, the real estate agency can demand the reimbursement of costs in the amount 150 EUR + VAT.

11.2. If the agency agreement is terminated prior to the expiry of the validity period for reasons caused by the principal (if the principal terminates the agency agreement, if the principal dies or ceases to exist, if the real estate is destroyed etc.), the principal or their legal successors are obliged to pay the real estate the costs in the amount 150 EUR + VAT.

12. Damage liability and liability insurance

The real estate agency has concluded an insurance contract for the insurance sum in accordance with the Real Estate Agencies Act and in accordance with the decision of the competent ministry for spatial planning for insuring the liability for damages, caused by violation of agency agreement.

13. Obligations under the Law on preventing money laundry and financing of terrorism

13.1. The real estate agency is obliged under Law on preventing money laundry and financing of terrorism to examine the client when concluding business relationship and at transactions above the statutory threshold and in other instances, determined in regulation. The examination of the client contains:

- determining and checking the client's identity
- determining the actual owner if the client is a legal entity
- obtaining the data regarding the purpose and nature of the business relationship or transaction and other data, determined by law
- periodically with due care monitoring client's business activity with the agency

13.2 The principal is informed, that the agency has the right to obtain and check (even the identification document) the following data of the client and its legal representative when performing its duties described in previous paragraph:

- personal name
- address of permanent and temporary residence
- place and date of birth
- tax nr.
- number, type, validity and the name of the issuer of the official identification document.

14. Protection, processing and usage of personal and confidential data

14.1 All information and data, that the principal obtains at the agency are confidential and represent business secret, except those that are publicly available.

14.2. For fulfilling duties under Law on preventing money laundry and financing of terrorism the agency can under the regulation regulating personal identification document and passport examine and transcript the data from the ident.document (personal name, address of permanent and temporary residence, place and date of birth, tax nr., number, type, validity and the name of the issuer of the official identification document).

14.3 If this is necessary due to the purpose of the relevant transaction (for example for notarisation of the signature of the principal or third person), the agency is allowed to copy the identification document, based on the prior written consent of its holder

14.4. The agency marks on the copy of the id.document:

- that it is a copy
- its name
- the purpose of copying
- legal ground for copying – clear written consent of the id.document holder

14.5. The agency will not further copy the id.document of the principal and is not allowed to keep it in the electronic form

14.6. The agency commits itself to safekeep all personal data in accordance with the laws on personal data protection. All personal data will be used only for the purpose of conducting, executing, amending and terminating the Agency agreement and agreement, signed for the relevant real estate. For any other use of personal data, the agency will obtain prior written consent of the principal.

14.7. The person, to which personal data apply, has the right to:

- obtain confirmation from the agency regarding the processing of the personal data
- access the personal data and the purpose of processing and the type of the relevant personal data
- obtain information regarding the users or categories of users in third countries or international organisations
- obtain information regarding the period of storage of the personal data or criteria to determine the time period.

14.8 The person, to which personal data apply, has the right to:

- demand the correction or deletion of the personal data
- demand limitation of personal data processing
- object to the processing
- demand correction of false data without delay
- demand completion of incomplete data
- transfer the data directly to other agency if technically possible
- appeal to the regulation authority

14.9 If the personal data is transferred to third country or international organisations, the individual has the right to be informed regarding the protection measures regarding the transfer

14.10 If the personal data is used for marketing purposes, the individual has the right to any time object to the processing of the data regarding the marketing, including regarding the profiling if connected to such direct marketing.