

MARKET CENTER OMNIS, d.o.o., Partizanska cesta 26, 2000 Maribor, VAT ID:SI85442232, represented by the CEO Daniel Angel Sauli, (hereinafter: Real Estate Agency) adopts on the basis of the Slovene Real Estate Agencies Act (Official Gazette of the Republic of Slovenia, no. 72/2006, amended) the following

GENERAL TERMS AND CONDITIONS on real estate brokerage (version 1/2023)

1. INTRODUCTORY PROVISIONS

1.1 The General Terms and Conditions on real estate brokerage (hereinafter: General Terms and Conditions) govern the legal relationships between the Real Estate Agency and the Principal.

1.2 The General Terms and Conditions are an integral part of every Brokerage Contract that the Real Estate Agency concludes with a Principal. The valid price list of the Real Estate Agency's services and a copy of the insurance policy also comprise an integral part of any Brokerage Contract.

1.3 In the event that the Brokerage Contract contains provisions that are contrary to these General Terms and Conditions, the provisions of the Brokerage Contract shall prevail.

1.4 The Real Estate Agency has accepted the commitment to comply with the Code of Good Business Practices in Real Estate Brokerage, which was adopted on 30 August 2011 by the Association of Real Estate Brokerage Companies at the Slovene Chamber of Commerce and Industry – Chamber of Real Estate Brokerage (August 2011).

2. DEFINITION OF TERMS

2.1 Terms used in these General Terms and Conditions are defined as follows:

- A Real Estate Broker is a natural person who performs brokerage activities for a Real Estate Agency on the basis of an employment contract or other legal basis, and who has obtained a license from the competent ministry to perform such brokerage activities and is entered in the register of real estate brokers at the competent ministry.
- Real Estate Brokerage is the performance of a registered gainful activity of real estate brokerage, whereby individual real estate brokerage activities include all activities of establishing contact between the Principal and a Third Party and of negotiating and preparing for the conclusion of contracts whose subject is a specific real estate, such as a purchase, sales, lease, rental or other contract for a particular real estate.
- A Principal is a natural or legal person who concludes a Brokerage Contract with a Real Estate Agency and for whom the Real Estate Agency provides brokerage services in real estate transactions.
- A Third Party is a person whom a Real Estate Agency tries to put into contact with the Principal in order to negotiate with them the conclusion of a contract whose subject is a real estate.
- Principal's immediate family members are the Principal's spouse or a person with whom the Principal lives in a consensual union, in accordance with the regulations on marriage and family relations, their children or adopted children, parents and adoptive parents, as well as all the Principal's legal dependants.
- A Brokerage Contract is a written contract concluded between a Real Estate Agency and a Principal, and according to which the Real Estate Agency undertakes to find and establish contacts between the Principal and a Third Party, with whom the Principal will negotiate a contract whose subject is real estate, and the Principal undertakes to pay the Real Estate Agency for brokerage if such contract is concluded.
- An Indicative Net Amount After Costs is the indicative listing price according to the Slovene Real Estate Agencies Act.
- A Contract whose Subject is Real Estate is a purchase, sales, lease, rental or other contract for a specific real estate, the conclusion of which is mediated by a Real Estate Agency.
- Real Estate is a piece of real estate defined in a Brokerage Contract.

3. BROKERAGE SERVICES

3.1 The Real Estate Agency performs brokerage services in:

- selling and buying real estate,
- renting, leasing-in, and leasing-out or
- another contract whose subject is a real estate.

3.2. The Brokerage Services referred to in point 3.1 shall cover in particular the following transactions carried out by the Real Estate Agency for the Principal, if and to the extent required by the circumstances of the individual transaction:

- acceptance of an order for brokerage in legal transactions whose subject is a real estate, such as a purchase, sales, lease, rental or other contract for a specific real estate;
- identification of the Principal by inspecting the personal document and public records;
- obtaining contact information about the Principal for the purpose of establishing contact with a Third Party (name/ company, address/registered office, telephone, fax, email, etc.);
- obtaining personal data or identification data about the Principal or a Third Party for the drafting of a contract whose subject is real estate (name/company, address/registered office, registration number, tax number, personal account number or transaction account number);
- drafting a contract on real estate brokerage by determining the scope of brokerage services, the proposed amount of brokerage fee, payment terms, and other components in accordance with the law governing real estate brokerage;
- explaining market conditions that are important for determining the real estate price or rent to the Principal and a Third Party;
- providing information to the Principal and the Third Party on regulations that are important for properly concluding the contract for which it is brokering;
- providing information to the Principal and the Third Party on the amount and type of tax liabilities, possible costs of notary services, costs of entry into the land register, and any other costs related to the conclusion of the contract;

- establishing the actual condition of the real estate by carefully inspecting the real estate;
- determining the real estate's IT and communal equipment and reviewing the landscaping and determining other characteristics thereof;
- establishing the real estate's legal status on the basis of data from official records and public documents (especially land register, land cadaster, building cadaster or, if the real estate is not registered in the land register, on the basis of documents proving the existence of property rights, other real and obligatory rights and other legal facts);
- notifying the Principal and Third Parties about obvious factual errors and legal errors found during the inspection of the actual and legal condition of the real estate;
- informing the Principal and the Third Party with the risks arising from an unregulated legal status of the real estate, in particular the rights of Third Parties to the real estate, public law restrictions, etc.;
- developing an appropriate advertising strategy and implementation of common real estate advertising;
- informing the Third Party about the real estate and its key characteristics, organizing and conducting showings in the Principal's presence, organizing meetings between the Principal and a Third Party, transferring contact data defined by the concerned individual in the Brokerage Contract to a Third Party or the Principal, when both show a serious interest in negotiating the conclusion of a contract whose subject is real estate;
- ongoing and up-to-date telephone, written, and online communication with the Principal and Third Parties, and providing up-to-date information on the performed real estate brokerage services to the Principal;
- participation in negotiations for the conclusion of a contract for which the Real Estate Agency is brokering.

3.3 The brokerage fee shall cover the costs of carrying out the transactions referred to in point 3.2.

3.4 After the Real Estate Agency's written notification about the established contact with a Third Party the Principal, must notify the Real Estate Agency in writing within 3 (three) working days from this notification about the fact that a competitive (real estate) company has already established contact between them and the same Third Party. Otherwise it is considered that the Principal has been brought into contact with the Third Party by the Real Estate Agency.

3.5 The same applies, as defined in point 3.4, in the event that the Principal finds and contacts a Third Party themselves.

4. ADDITIONAL SERVICES

4.1 The Real Estate Agency may provide additional services for the Principal if it is agreed with the Principal in the Brokerage Contract or with a special contract, which comprises a supplement to the Brokerage Contract.

4.2 In particular, the following activities are considered as additional services:

- regulating the legal status of real estate;
- drafting and submitting land registry requests;
- custody of funds in a fiduciary account;
- storage of documents;
- legal advice on real estate transactions;
- tax consultancy on real estate transactions.

4.3 The prices of additional services are determined in the Real Estate Agency's valid price list.

4.4 The Real Estate Agency is entitled to payment for additional services performed even if a Contract whose subject is real estate has not been concluded.

5. BROKERAGE FEE

5.1. The amount of the brokerage fee is agreed between the Real Estate Agency and the Principal in the Brokerage Contract.

5.2 The brokerage fee in the event of a purchase or sale for the same real estate is a maximum of 4% of the contract price. However, this restriction does not apply when the contractual value of the real estate is less than EUR 10,000.00.

5.3 The brokerage fee does not include value added tax (hereinafter: VAT), wherefore the brokerage fee is increased by the value of VAT when the invoice is issued.

5.4 In the event that the Real Estate Agency does not perform some of the transactions referred to in point 3 of these General Terms and Conditions due to the circumstances of the individual case or at the express request of the Principal, the Principal has no right to request a reduction in the brokerage fee.

5.5 The brokerage fee does not include the costs of notary services, taxes, court and administrative fees, fees for certificates, or permits required for the valid conclusion of the contract, or the costs of additional services referred to in point 4 of these General Terms and Conditions.

5.6 The Real Estate Agency acquires the right to payment for brokerage when a contract in whose conclusion it performed brokerage services is concluded.

The Real Estate Agency may not demand partial payment for brokerage before the conclusion of a contract whose subject is real estate.

5.8 The brokerage fee is charged by the Real Estate Agency to the Principal on the basis of a concluded Brokerage Contract.

5.9 If it is agreed between the parties to the sales, rental, lease, or other contract for a particular real estate that the brokerage fee is to be paid by both parties, the amount referred to in the preceding paragraph shall be divided.

5.10 The Real Estate Agency is entitled to full payment even if the Principal or a Third Party subsequently withdraws from an already concluded Contract whose subject is real estate.

5.11 The Real Estate Agency and the Principal agree that the Real Estate Agency has the right to brokerage fee even when the Principal alone finds a Third Party with whom a contract was concluded that was the subject of brokerage. The brokerage fee from the previous sentence must be based on transactions already concluded and shall not exceed one quarter of the contractually agreed brokerage fee. If the Third Party is the Principal's immediate family member, the Principal is obliged to pay the contractually agreed brokerage fee in full.

5.12 The Real Estate Agency also has the right to a brokerage fee in cases when the Principal or their immediate family member concludes a contract whose subject is real estate with a Third Party with whom the Principal was brought into contact by the Real Estate Agency and this contract was concluded within six months of the termination of the Brokerage Contract.

5.13 The Real Estate Agency also has the right to a brokerage fee in cases when the Principal or their immediate family member concludes a contract whose subject is real estate with a Third Party's immediate family member (or affiliated person) with whom the Principal was brought into contact by the Real Estate Agency.

6. REIMBURSEMENT OF COSTS

6.1 If the parties to the brokerage contract expressly agree, the real estate company may reserve the right to pay the actual costs in cases where the client:

- establishes contact with a third party with whom he concludes a real estate contract;
- concludes a real estate contract with the mediation of another real estate agency;
- unilaterally terminates the brokerage contract before the expiry of the period for which it was concluded.

7. PROTECTION OF THE INTERESTS OF THE PRINCIPAL AND THIRD PARTIES

7.1 When providing real estate brokerage services, the Real Estate Agency must inform the client in an appropriate manner of all circumstances that are important for the realization of the Principal's interests.

7.2 The Real Estate Agency must also adequately protect the interests of a Third Party who was brought into contact with the Principal for the purpose of negotiating the contract whose subject is real estate and act impartially, except when it is representing only the Principal's interests by explicit agreement with the Principal. Where the Real Estate Agency is representing exclusively the Principal's interests in brokerage, based on an agreement with the Principal or investor, it must clearly and in writing warn the Third Party who was brought into contact with the Principal that it is acting as a representative and not a broker.

7.3 When the Real Estate Agency is providing brokerage services for a Principal who wishes to remain anonymous, the Real Estate Agency is not obliged to disclose the identity of the Principal to a Third Party wishing to enter into a legal transaction with the Principal, until the conclusion of a contract whose subject is real estate.

8. FIDUCIARY ACCOUNT

8.1 The Real Estate Agency may accept custody of funds from the Principal or a Third Party in connection with the execution of the contract whose subject is real estate, if it has a fiduciary account agreement with the bank and if the Principal or a Third Party authorizes it in writing.

9. LIABILITY INSURANCE FOR DAMAGES

9.1 The Real Estate Agency is insured against professional liability for damages. The insurance covers liability for damages that may occur to the Principal or a Third Party due to an infringement of the contract on real estate brokerage within the Republic of Slovenia. The name of the insurance company, the insurance policy number, and the sum insured are stated in the Brokerage Contract.

10. EXCLUSIVE BROKERAGE CONTRACT

10.1 If the Principal and the Real Estate Agency enter into an Exclusive Brokerage Contract for a particular real estate, the Principal may not enter into a Brokerage Contract with a competing real estate company or advertise or sell the same real estate through any Third Party during the term of the contract. If the Principal nevertheless finds a buyer for the real estate for which the Principal has alone concluded an Exclusive Brokerage Contract, the Real Estate Agency is entitled to the full brokerage fee agreed in the Brokerage Contract.

11. TRANSFER OF BROKERAGE SERVICES

11.1 The Real Estate Agency may, in agreement with the Principal, transfer brokerage services to other real estate companies.

11.2 If the brokerage services are transferred to another real estate company, the Principal remains in a contractual relationship only with the Real Estate Agency with which the Principal concluded the Brokerage Contract, and the Real Estate Agency must provide the Principal with a list of real estate companies to which the order was transferred.

12. OTHER OBLIGATIONS OF THE PRINCIPAL

12.1 The Principal must submit to the Real Estate Agency all available documentation relating to the real estate that is the subject of brokerage (especially proof of ownership, land registry extract, contracts, building permit, location information, and all other documents).

12.2 The Principal guarantees the veracity, accuracy, and completeness of the submitted data or documentation.

12.3 The Principal must immediately, but no later than within 8 (eight) days of the change, notify the Real Estate Agency in writing of any change in the Principal's interests (sales price, date of occupancy of the real estate, etc.), and of any change to the actual or legal status of the real estate.

12.4 In the event that the Principal also markets the real estate alone or with competing real estate companies, the Principal will market the real estate under the same conditions as agreed in the Brokerage Contract;

12.5 In the event that the Principal alone or through brokerage of a competing real estate company finds a Third Party with whom the Principal concludes a contract or preliminary contract whose subject is real estate, the Principal will immediately, but no later than 8 (eight) days of the conclusion of such a contract or preliminary contract notify the Real Estate Agency in writing and provide it with a copy of this contract.

13. UNFAIR CONDUCT OF THE PRINCIPAL

13.1 The Principal is obliged to reimburse the Real Estate Agency for all damage caused to the Real Estate Agency due to the Principal's breach of contractual obligations.

13.2 In particular, the following actions of the Principal are considered to be serious breaches of the Brokerage Contract:

1. the Principal prevents the Real Estate Agency from conducting showings of the real estate without justified reasons;
2. the Principal violates the agreement on the exclusivity of the Brokerage Contract;
3. the Principal alone or with other real estate companies markets the real estate under more favorable conditions than agreed in the Brokerage Contract;

4. the Principal does not inform the Real Estate Agency or does not inform it in time about the conclusion of a contract or preliminary contract whose subject is real estate with a Third Party, which the Principal finds alone, or does not deliver or does not deliver within a time limit a copy of the contract whose subject is real estate.
5. contrary to good faith and honesty, the Principal does not enter into negotiations for the conclusion of a contract or without legitimate reason refuses to conclude a contract whose subject is real estate with a Third Party with whom the Principal was brought into contact by the Real Estate Agency;
6. the Principal provides Third Parties with information and data that are confidential in nature and considered a business secret.

14. RIGHT TO OBTAIN DATA

14.1 In the event that the Principal withdraws from the Brokerage Contract or does not enter into a contract whose subject is real estate, the Real Estate Agency may make inquiries about any contract concluded whose subject is real estate.

15. OBLIGATIONS UNDER THE SLOVENE PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING ACT

15.1 Pursuant to the Slovene Prevention of Money Laundering and Terrorist Financing Act, the Real Estate Agency shall, when concluding business relations and transactions above the legally prescribed amount and in other cases determined by regulations, perform a customer review, which includes:

1. establishing and verifying the identity of the client;
2. determining the beneficial owner of the client, if the client is a legal entity;
3. obtaining information on the purpose and intended nature of the business relationship or transaction and other information required by law;
4. regular careful monitoring of business activities performed by the client at the Real Estate Agency.

15.2 The Principal is informed that in order to fulfill its obligations under the previous point, the Real Estate Agency has the right to obtain and verify (also by inspecting the personal document) the client's following personal data and of the client's legal representative: name, address of permanent or temporary residence, date and place of birth, tax number and number, type and name of the issuer of the official identification document.

16. PROTECTION, PROCESSING AND USE OF PERSONAL AND CONFIDENTIAL DATA

16.1 All information and data obtained by the Principal from the Real Estate Agency are of a confidential nature and are considered a business secret, except for information and data that are publicly available.

16.2 In order to fulfill the obligations under the Brokerage Contract and the obligations imposed on the Real Estate Agency by the Slovene Prevention of Money Laundering and Terrorist Financing Act, the Real Estate Agency may, according to the rules governing identity cards and travel documents, inspect and copy data from the personal document (name, address of permanent or temporary residence, date and place of birth, tax number and number, type and name of the issuer of the official identification document).

16.3 Where this is explicitly dictated by the nature of the individual transaction (e.g. verification of the signature of the Principal or a Third Party, etc.), the Real Estate Agency may, based on a written consent of the holder that determines a predetermined purpose, photocopy the holder's identification document. The Real Estate Agency indicates on the photocopy of the identification document: that it is a photocopy, its name, the explicit purpose of photocopying, and the legal basis for photocopying, namely the clearly written consent of the holder of the identification document.

16.4 The Real Estate Agency undertakes that it shall not further copy the Principal's identification document. The Real Estate Agency may not keep a copy of the identification document in electronic form.

16.5 The Real Estate Agency undertakes to protect all personal data in accordance with the Personal Data Protection Regulations. All personal data will be used only for the purpose of concluding, executing, amending and terminating the Brokerage Contract and the contract whose subject is real estate. By signing the brokerage contract, the customer agrees to the processing of personal data in connection with the legal transaction, for the purposes of informing suppliers about the change of ownership, for the purposes of informing about the offer on the market and the services of the real estate company, and for actions related to the management of customer relations (sending greetings, reminders regarding agreed activities, sending special benefits for customers, etc.).

17. DURATION and TERMINATION OF THE CONTRACT

17.1 The Brokerage Contract is concluded for a fixed period of nine (9) months, unless the parties agree for a shorter period.

17.2 After the expiry of the period referred to in the previous point, the parties may conclude a new Brokerage Contract.

17.3 The contract expires: with the expiration of time, with the termination of the Brokerage Contract, with the fulfillment of the Brokerage Contract and in other cases determined by law.

17.4 The parties may terminate the Brokerage Contract at any time, provided that this is not contrary to good faith and honesty. Termination must be given in writing.

18. APPLICABLE LAW

18.1 For the assessment of the Brokerage Contract and the General Terms and Conditions, as well as for issues that are not regulated by the Brokerage Contract and the General Terms and Conditions, the Code of Good Business Practices in Real Estate Brokerage, which was adopted by the Association of Real Estate Brokerage Companies at the Slovene Chamber of Commerce and Industry – Chamber of Real Estate Brokerage, and the Slovene law without conflict-of-law rules is used.

19. DISPUTE RESOLUTION

19.1 Any disputes arising out of or in connection with this brokerage agreement shall be settled amicably by the parties.

19.2 If an amicable resolution to the dispute proves impossible, the court in Maribor has jurisdiction in cases involving contracts with consumers.

19.3 If an amicable resolution to the dispute proves impossible, in the event of a contract between economic operators, the parties agree that any disagreement, dispute or claim arising out of or in connection with such contract or arising out of its breach, termination or invalidity, is finally resolved by a jury of three arbitrators or an individual arbitrator appointed on the basis of the Rules regulating the arbitration procedure at the permanent arbitration commission of the Chamber of Commerce and Industry of Slovenia.

20. VALIDITY AND PUBLICATION OF THE GENERAL TERMS AND CONDITIONS

20.1 These General Terms and Conditions are valid from 2.6.2023

20.2 The current applicable General Terms and Conditions are published on the premises of the Real Estate Agency in a visible place and on the website <https://www.kwslovenia.com/>.

