

## **1. VALIDITY OF GENERAL PROVISIONS OF OPERATION**

- 1.1 These general provisions shall be a constituent part of each mediation contract that the real estate company concludes with the client.
- 1.2 If the mediation contract contains provisions contrary to these general provisions, the provisions in the contract shall apply.

## **2. MEDIATION SERVICES IN THE PURCHASE, SALE OR EXCHANGE OF REAL ESTATE**

- On the basis of the mediation contract for real estate purchase, sale or exchange of the real estate company undertakes to perform the following services in exchange:
- 2.1 Establishing contact between the client and a third party, this shall negotiate with the client on a sales or exchange contract.
  - 2.2 Verifying the actual condition of the real estate (viewing the real estate to determine whether it has obvious deficiencies affecting its usefulness or price).
  - 2.3 Verifying the legal status of the real estate (ownership, any material or other rights of third parties to the real estate).
  - 2.4 Informing the client about provisions of the Energy Act (EZ-1) and relevant codes regarding the provision of energy performance certificates for buildings or individual parts of buildings, which are sold, and on the energy indicators to indicate the energy efficiency of a building or a particular part of the building from energy performance certificate which are already advertised for sale as well as the fines in case of violation of those obligations.
  - 2.5 Mediation in negotiations and in the preparation for concluding a legal transaction.
  - 2.6 Marketing of the real estate in question, including advertising (on the website <http://www.stoja-trade.si/> or on other websites and/or in the print media)
  - 2.7 Providing the instructions for a valid contract conclusion.
  - 2.8 Other services for which the real estate company and client agree to in writing in the contract of mediation.

## **3. SERVICES IN MEDIATING REAL ESTATE RENTAL AND LEASE**

- On the basis of the mediation contract for real estate rental or lease, the real estate company undertakes to perform the following services in exchange for the commission defined in points 4.1. to 4.5.
- 3.1 Establishing contact between the client and a third party, this will for client negotiate for concluding of renting contract.
  - 3.2 Verifying the actual condition of the real estate (viewing the real estate to determine whether it has obvious deficiencies affecting the usefulness of the real estate or the amount of rent).
  - 3.3 Informing the client about provisions of the Energy Act (EZ-1) and relevant codes regarding the provision of energy performance certificates for buildings or individual parts of buildings, which are rented, and on the energy indicators to indicate the energy efficiency of a building or a particular part of the building from energy performance certificate which are already advertised for sale as well as the fines in case of violation of those obligations.
  - 3.4 Verifying the legal status of the real estate (ownership, any material or other rights of third parties to the real estate).
  - 3.5 Marketing of the real estate in question, including advertising (on the website <http://www.stoja-trade.si/> or on other websites and/or in the print media)
  - 3.6 Mediation in negotiations and in the preparation for contract conclusion.

## **4. COMMISSION**

- 4.1 The amount of commission shall be agreed upon between the real estate agency and the client in the contract of mediation. Should the contract of mediation not specify otherwise, the commission shall amount to:
  - in mediation in purchasing or sale of real estate: **4 % of the gross sales price + 22% VAT**;
  - in mediation of the rental or lease of real estate: **4% of the contract value**, but not more than the amount of one month's gross rent and not less than 150 euros + VAT (the contractual value is equal to the product of the amount of the monthly gross rent and the number of months for which the property is rented) or in case of mediation for business entities in the amount of two months gross rent + 22% VAT.
- 4.2 In the event that the real estate company mediates on behalf of both parties of the sales or rental / lease agreement pursuant to a contract of mediation concluded with both parties of the agreement which is the subject of mediation, it shall have the right to request the payment of one half of the commission from each party and agreed with that party.
- 4.3 The commission covers the expenses for activities associated with the establishment of contacts for the client; inspection of the state of the property; negotiations and preparations for the lease or sale contract, in particular expenses for activities related to the conclusion of the contract on mediation in real estate transactions; informing the client and third persons about market conditions crucial for the determination of the price of the property; content of regulations material to the validity of the contract on mediation in real estate transactions, amount of tax obligations due by the client and prices of notary services; establishment of the legal status of the property through the acquisition of documents about the property (extract from the land registry); written notices, notifications, certificates; inspection of the property following the signing of the contract on mediation in real estate transactions; advertising of the sale or lease of the property in media or through other channels; informing the client about the property and making contacts with third persons; presence at the client's inspection of the property; establishing the actual state of the property; informing the client about the established legal and material state of the property and reliable notification of established errors; phone communication with the clients; participation in the negotiations for the completion of the transaction.
- 4.4 The client has no right to demand a discount to the commission in the event that the real estate company does not provide some of the services in point 3 of these general provisions, because certain services were not needed or the client explicitly stated his opposition to these services or he disabled some services.
- 4.5 The real estate company shall be entitled to the commission, and the payment thereof shall mature on the day the client has concluded a selling or rental contract for the real estate subject to this contract with the person with which the real estate company has put the client in contact.
- 4.6 The real estate company has the right to request the payment of expenditures it incurred (travel expenses, viewings, drafting of documents, drafting of the sales agreement, etc.) should the client withdraw from signing the agreement after the parties have already agreed on the essential elements of the sales agreement. Actual costs are charged according to the attached price list.
- 4.7 The real estate company is entitled to receiving payment for additional services ordered by the client and which are not included in the commission according to the attached price list. Additional services are calculated separately and independently of the eligibility of the real estate company to pay the commission.

## **5. OBLIGATIONS UNDER THE PREVENTION OF MONEY LAUNDRYING AND FINANCING OF TERRORISM ACT**

- 5.1 Before the conclusion of certain contracts the real estate company has to review the client in accordance with Prevention Of Money Laundering And Financing Of Terrorism Act (the Act). This includes: verifying the identity of the client, verifying the actual owner of the client – corporation, acquire the data on purpose and nature of the business arrangement and the transaction in accordance with the Act and regular check-up of business activity, which the client has done at the real estate company.
- 5.2 With the intention to comply with its obligations under the Act the real estate company has the right to acquire and verify the following personal data of the client and his representative: first name and surname, the address of permanent and/or temporary residence, date and place of birth, tax number and the number, type and the name of the issuer of the ID document.
- 5.3 With the intention to comply with its obligations under the Act the real estate company has the right to inspect the ID document and write down the personal data of the document (first name and surname, address, date and place of birth, tax number and the number, type and the name of the issuer of the ID document) and/or copy the personal document, stating the purpose of the copy on the document itself.

## **6. DECLARATION OF CONSENT FOR USING AND PROCESSING OF PERSONAL DATA**

- By signing this consent, I hereby confirm that personal data listed in the contract of mediation was freely given and that I am aware or agree that:
- 6.1 The real estate company as the controller establishes, collects, manages, transmits, uses, processes and stores my personal data for the purpose of receiving and processing my inquiry and enquiry ie questions, preparation of the offer or answering and establishing contact or communication, in accordance with the concluded contract of mediation, whereby the real estate company may use different means of communication (eg telephone, public postal services and e-mail). Acquired personal data is collected and processed by the real estate company in its personal data base in accordance with the Personal Data Protection Act (PDPA-1) and the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27. 04. 2016 on the protection of individuals with regard to the processing

- of personal data and on the free movement of such data and repealing Directive 95/46 / EC) and exclusively for the purposes of real estate transactions.
- 6.2 I am disclosing my personal data freely and without any consequences if I reject disclosure and I am familiar with my right to require from the controller in writing or verbally on record, to allow me access to the personal data collection catalogue; to confirm to me whether data relating to me is processed or not; to give me access to personal data collection in part in which it relates to me, and to enable me to copy (by hand or by machine) personal data relating to me and to provide me with a print-out; to provide me with a list of users to whom personal data has been transmitted, indicating when, on what basis and for what purpose; to provide me with information about the resources on which the records contained in the database and the processing method are based on, to give me information about the purpose of the processing and the type of personal data being processed and any necessary explanations in this regard, and clarify technical or logical-technical decision-making procedures if automatic processing of my personal data is performed.
- 6.3 I may submit a request to the controller in writing or via e mail to the address stated in the contract of mediation or verbally on record and request to modify, correct, block or delete my personal data which I prove to be incomplete, inaccurate, no longer valid or relevant or that they were collected or processed unlawfully, and to notify all users of my personal data and the contractual processors to whom this information was provided before they were completed, corrected, blocked or deleted, about their updating, correction, blocking or deleting.
- 6.4 The real estate company indicates the a copy of the personal document is a copy, specifies: its title, the purpose of copying, notice about the prohibition of use for unspecified purposes, and the legal basis for copying - written consent; whereby further copying of the copy of the identity document is forbidden and the real estate company may not keep a copy in electronic form. The real estate company undertakes to permanently protect all personal data; that all personal data will be used only for the conclusion, fulfilment, modification and termination of the contract, the implementation and charging of services and for the needs of analyses in the company aimed to improve the offer to the clients, and that appropriate consent will be obtained for and before the use of personal data for other purposes.
- 6.5 I hereby state and give consent to transfer data given for the use and processing of personal data to third parties in accordance with the contract of mediation and to store and process personal data in the real estate company's database.
- The undersigned am also aware that:
- 6.6 collected personal data will be used only to achieve the purpose of the mediation contract ie providing professional assistance in accordance with the concluded contract; with the right to access to professional interpretations of such personal data collected.
- 6.7 Personal data collected in this way can only be transmitted to those other users insofar permitted by the law. To others data can be transmitted only upon my written consent; with my right to insight into whom the personal data have been transmitted.
- 6.8 With the right for personal data to be forgotten and erased - if I no longer want my personal data being processed, and provided there are no legitimate reasons for retention of data, I can request that my data be deleted and / or no longer used for direct marketing; with the right to know how long personal information is stored.
- 6.9 With the right to request a correction eg with the right to appeal - filing a complaint; with the right to transfer personal data.

**The terms in general provisions shall have the following meanings:**

- ❖ **Real estate company - Stoja Trade d.o.o, Dolenjska c. 242 C, Ljubljana**
- ❖ **Client - the party that concludes a mediation contract with the real estate company**
- ❖ **Mediation contract - the contract that binds the real estate company to try to find and establish contact between the client and a person who shall negotiate with him the conclusion of a sale or rental contract for specific real estate, while it binds the client to pay a commission to the real estate company if the contract is concluded, unless agreed otherwise.**
- ❖ **Third party: the person who the real estate agent is trying to bring into contact with the client so that they could negotiate the conclusion of a specific contract connected to the real estate.**

General provisions are valid as of 26 August 2019

**PRICE LIST OF SERVICES**

**1. Mediation subject to selling or renting the real estate**

Contract value over EUR 10.000,00	4% + 22% VAT i. e. different amount of commission according to the agreement with the client
Contract value to EUR 10.000,00	EUR 1.000,00 EUR + 22% VAT = EUR 1.220,00
Exclusive mediation	upon agreement

**2. Drafting contracts for the conclusion of which the real estate company is mediating (includes the handover of the real estate, participation in the transfer of subscriptions, the preparation and storage of pictorial material)**

Base for determining the price for drawing up contracts or the services referred to in this point are equal to the sale price in the sale or purchase, and in the case of the lease or rental it is 12 (twelve) times the one-months' gross rent.

Base (EUR)	Price without VAT (EUR)	Price with VAT (EUR)					
from 3600	450	549	from 12601 to 13200	1650	2013	from 24001 to 24600	3100 3782
from 3601 to 4200	500	610	from 13201 to 13800	1750	2135	from 24601 to 25200	3200 3904
from 4201 to 4800	650	793	from 13801 to 14400	1800	2196	from 25201 to 25800	3250 3965
from 4801 to 5400	700	854	from 14401 to 15000	1900	2318	from 25801 to 26400	3350 4087
from 5401 to 6000	750	915	from 15001 to 15600	2000	2440	from 26401 to 27000	3400 4148
from 6001 to 6600	850	1037	from 15601 to 16200	2050	2501	from 27001 to 27600	3500 4270
from 6601 to 7200	900	1098	from 16201 to 16800	2150	2623	from 27601 to 28200	3550 4331
from 7201 to 7800	1000	1220	from 16801 to 17400	2200	2684	from 28201 to 28800	3650 4453
from 7801 to 8400	1050	1281	from 17401 to 18000	2300	2806	from 28801 to 29400	3700 4514
from 8401 to 9000	1150	1403	from 18001 to 18600	2350	2867	from 29401 to 30000	3800 4636
from 9001 to 9600	1200	1464	from 18601 to 19200	2450	2989	from 30001 to 30600	3850 4697
from 9601 to 10200	1300	1586	from 19201 to 19800	2500	3050	from 30601 to 31200	3950 4819
from 10201 to 10800	1350	1647	from 19801 to 20400	2600	3172	from 31201 to 31800	4000 4880
from 10801 to 11400	1450	1769	from 20401 to 21000	2650	3233	from 31801 to 32400	4100 5002
from 11401 to 12000	1500	1830	from 21001 to 21600	2750	3355	from 32401 to 33000	4150 5063
from 12001 to 12600	1600	1952	from 21601 to 22200	2900	3538	from 33001 to 33600	4250 5185
			from 22201 to 22800	2850	3477	from 33601 to 34200	4300 5246
			from 22801 to 23400	2950	3599	from 34201 to 34800	4400 5368
			from 23401 to 24000	3050	3721	from 34801 to 35400	4500 5490

from 35401 to 36000	4550	5551	from 46201 to 46800	5900	7198	from 57001 to 57600	7300	8906
from 36001 to 36600	4600	5612	from 46801 to 47400	6000	7320	from 57601 to 58200	7350	8967
from 36601 to 37200	4700	5734	from 47401 to 48000	6100	7442	from 58201 to 58800	7450	9089
from 37201 to 37800	4800	5856	from 48001 to 48600	6150	7503	from 58801 to 59400	7500	9150
from 37801 to 38400	4850	5917	from 48601 to 49200	6250	7625	from 59401 to 60000	7600	9272
from 38401 to 39000	4950	6039	from 49201 to 49800	6300	7686	from 60001 to 60600	7650	9333
from 39001 to 39600	5000	6100	from 49801 to 50400	6400	7808	from 60601 to 61200	7750	9455
from 39601 to 40200	5100	6222	from 50401 to 51000	6450	7869	from 61201 to 61800	7800	9516
from 40201 to 40800	5150	6283	from 51001 to 51600	6550	7991	from 61801 to 62400	7900	9638
from 40801 to 41400	5250	6405	from 51601 to 52200	6600	8052	from 62401 to 63000	8000	9760
from 41401 to 42000	5350	6527	from 52201 to 52800	6700	8174	from 63001 to 63600	8050	9821
from 42001 to 42600	5400	6588	from 52801 to 53400	6750	8235	from 63601 to 64200	8150	9943
from 42601 to 43200	5450	6649	from 53401 to 54000	6850	8357	from 64201 to 64800	8200	10004
from 43201 to 43800	5550	6771	from 54001 to 54600	6900	8418	from 64801 to 65400	8300	10126
from 43801 to 44400	5600	6832	from 54601 to 55200	7000	8540	from 65401 to 66000	8350	10187
from 44401 to 45000	5700	6954	from 55201 to 55800	7050	8601	above 66001	by agree ment	
from 45001 to 45600	5750	7015	from 55801 to 56400	7150	8723			
from 45601 to 46200	5850	7137	from 56401 to 57000	7200	8784			

In the event that the lease agreement is concluded for a lease term of 24 months or more, the basis for determining the price of drafting the lease contract and in this price included services from the chart above equals 25 (twenty-five) times one-month's gross rent. If the base so determined does not exceed EUR 7,500, the services referred to in this point shall be charged at EUR 300 + 22% VAT = EUR 366. However, if the base so determined exceeds EUR 7,500, the stated price of the services referred to in this point shall be increased by EUR 50 + 22% VAT = 61 EUR for each further started EUR 1,250 above EUR 7,500.00 of the base.

### 3. Arrangement of land register status

Agreement establishing strata title up to 5 parts of the building	EUR 900,00 + 22% VAT = EUR 1.098,00
Each further part or part of the building or specific part of the building	EUR 50,00 + 22% DDV = EUR 61,00
Completing the application for the tax procedure (Financial Administration of the Republic of Slovenia) *	EUR 15,00 /page + 22% VAT = EUR 18,30

### 4. Viewings, consultancy, advertising

View of the real estate*	EUR 100,00 / hour + 22% VAT = EUR 122,00 (when distance is above 20 km mileage reimbursement shall apply)
Mileage*	EUR 0,37 / km + 22% VAT = EUR 0,45
Real estate consultancy*	EUR 350,00 / hour + 22% VAT = EUR 427,00
Advertising of the real estate (nepremicnine.net, home page) *	EUR 3,00 / day + 22% VAT = EUR 3,66
	Other advertising: according to the price for the ad slot in the advertised medium, valid on the day of publication of the ad.

### 5. Acquiring documentation

Drawing up the Energy Certificate Performance for the real estate	price depends on properties of the real estate (size, ...)
Confirmation of eligible use of land, site layout plan, 1 piece *	EUR 20,00 + 22% VAT = EUR 24,40
Confirmation or decision or resolution on consent to legal transaction *	EUR 50,00 + 22% VAT = EUR 61,00
Site plan information, 1 piece *	EUR 50,00 + 22% VAT = EUR 61,00
Land registry extract, 1 piece *	EUR 10,00 + 22% DDV = EUR 12,20

### 6. Other services

Evaluation of the market value of the real estate	EUR 500,00 + 22% DDV = EUR 610,00
preparation of a sales strategy (only for business premises or sales of projects - new buildings)	EUR 3.000,00 + 22% VAT = EUR 3.660,00 (unless otherwise agreed with a special contract)
financial review of rental or other user contracts, with the aim to advise on the profitability of a property (for business premises only) and preparing a profitability analysis	EUR 1.500,00 + 22% VAT = EUR 1.830,00
draft of nondisclosure agreement (for business entity only) *	EUR 750,00 + 22% VAT = EUR 915,00
presentations at specialized conferences, meetings, fairs and the like (for business entity only)	EUR 250,00 / hour + 22% VAT = EUR 305,00

The price of services does not include administrative, court fees and notarial services.

\* services are already included in brokerage commission and are not charged additionally.