

++

BAZA, posredovanje v prometu z nepremičninami, Brina Sotlar s.p., Tavčarjeva ulica 10, 1000 Ljubljana, tax number: 53887921, represented by Brina Sotlar (hereinafter: real estate agency) pursuant to the Real Estate Agencies Act (ZNPotr, Official Gazette of the Republic of Slovenia, No. 42/2003, 21/2006 - dec. US, 47/2006 - ZMVN, 49/2011 and 47/2019) adopts the following:

GENERAL TERMS AND CONDITIONS OF BUSINESS

in agency services and professional guidance through processes in
real estate transactions

1. PRELIMINARY PROVISIONS

1.1 The General Terms and Conditions for agency services and professional guidance through real estate transactions (hereinafter: General Terms and Conditions) govern the legal relations between the real estate agency and the client.

1.2 The General Terms and Conditions are an integral part of any agency services contract concluded by the real estate agency with the client. A copy of the insurance policy and the applicable price list of the services of the real estate agency are also an integral part of each agency contract.

1.3 In case an agency contract includes provisions which are contrary to the General Terms and Conditions, the provisions of the agency contract shall prevail.

1.4 The real estate agency has committed to respect the Code of approved commercial usage in real estate agency services, adopted on 30 August 2011 by the Association of Real Estate Agencies at the Chamber of Commerce and Industry of Slovenia - Chamber of real estate services (<https://zdnp.gzs.si/vsebina/Kodeks/Kodeks>).

2. DEFINITIONS

2.1 Individual definitions, used in these General terms and conditions, shall have the following meaning:

- Real estate agency shall mean the individual sole trader **BAZA, posredovanje v prometu z nepremičninami, Brina Sotlar s.p.**, which, as an economic activity, provides real estate agency services in accordance with the Real Estate Agencies Act (ZNPotr);
- Real estate agent is a natural person who performs agency service activities for a real estate agency on the basis of an employment contract or other legal basis, having obtained a license from the competent ministry for conducting agency service activities and is entered in the directory of real estate agents at the competent ministry;
- Real estate agency services shall mean the pursuit of a registered gainful agency activity for trading in real estate, where an individual agency activity for trading in real estate shall include all the activities, related to establishing contacts between the client and the third party, and to negotiations and preparations for the conclusion of

contracts, the subject of which a particular real estate is, such as purchase contract, sales contract, tenancy agreement, leasing contract or another contract for a particular real estate;

- Client shall mean a legal entity or a natural person who concludes a contract with the real estate agency;
- Third party is a person whom the real estate agency helps to make contact with the client in order to negotiate concluding a contract concerning the real estate;
- Client's immediate family members are the client's spouse or a person with whom they live in cohabitation in accordance with marriage and family relations rules, their children or adopted children, parents and adoptive parents, and the persons whom the client is obliged to maintain under law;
- Agency contract is a contract in writing concluded by the real estate agency and the client, and under which the real estate agency commits that it will endeavour to find a third person and make contact with the client in order to negotiate concluding a contract concerning the real estate, and the client undertakes to pay the real estate agency for providing services in respect of agency services in case the contract is concluded;
- Contract the subject of which the real estate is, is a contract on the sale, purchase, renting or leasing of a real estate in which the real estate agency provides agency services;
- Real estate is the real estate defined in the agency contract.

3. AGENCY SERVICES

3.1 The real estate agency provides agency services and professional management regarding the following:

- sale or purchase of real estate,
- renting or leasing of real estate and
- concluding other contracts, the subject of which the real estate is.

3.2. In particular, the agency services referred to in point 3.1. include the following services provided by the real estate agency for the client, if and as far as the circumstances of the individual transaction so require:

- accepting orders for agency services in legal transactions, the subject of which is a particular real estate, such as a sale, lease or other contract for a particular real estate;
- establishing the identity of the client on the basis of personal identity document or access to public records;
- obtaining contact information about the client for the purpose of contacting a third party (personal name/company, address/headquarters, telephone, fax, e-mail, etc.);
- obtaining personal data or the identification data of the client or the third party to prepare the subject contract real estate (personal name/company name, address/headquarters, registration number, tax number, personal account or current account number);
- preparation of a real estate agency contract by specifying the scope of agency services, proposal of the amount of the agency services payment, payment conditions and other

- points in accordance with the law governing real estate agency services;
- informing the client and the third party about the situation on the market, relevant for setting the price of the real estate or rent;
- informing the client and the third party about the content of regulations which are relevant for the valid conclusion of the contract on agency services;
- informing the client and the third party about the kind and amount of tax obligations and notaries' fees, land registry costs and any other costs related to the conclusion of the contract;
- establishing the actual condition of the real estate by careful viewing of the real estate;
- determining the information, telecommunication and communal equipment of the real estate, as well as an overview of the landscaping and identification of other characteristics of the real estate;
- determining the legal situation of the real estate on the basis of data from official records and public books (in particular the land register, land cadastre, building cadastre, or, if the real estate is not entered in the land register, on the basis of documents showing the existence of property rights, other rights in rem and obligation rights and other legal facts);
- informing the client and third parties in writing about the obvious factual and legal defects established during the review of the factual and legal situation of the real estate;
- informing the client and third party about the risks arising from unregulated legal conditions of the real estate, in particular the rights of third parties to the real estate, restrictions on public law, etc.;
- preparation of appropriate advertising strategy and implementation of normal advertising of the real estate;
- informing the third party about the real estate and the key features of the real estate;
- organization and management of the real estate viewings, organization of meetings between the client and the third party, the transmission of contact information defined in the agency contract by the data subject, to the third party or to the contracting authority, when both have a serious interest in negotiating the conclusion of the contract of which the real estate is subject;
- up-to-date telephone, written and online communication with the client and third parties and regular client information on the provided real estate agency services;
- participating in negotiations concerning the conclusion of the contract regarding the real estate.

3.3. In order to verify the legal and factual situation in the context of real estate agency services, the real estate agency must in particular:

- on the basis of the information from the land register or if the real estate is not entered in the land register, on the basis of the documents that are the basis for the entry, verify that the seller or the landlord owns the real estate subject to the agency contract, and if the real estate has rights in rem or third party rights that would limit or exclude the client's rights;

- Ø
- on the basis of a due diligence check if the real estate has obvious defects or defects that affect the usability or price of the real estate;
- where the subject matter of the agency contract is land: on the basis of a certificate (location information) of the competent administrative authority, check the purpose of the land determined by the spatial planning acts.

3.4. The real estate agency shall be liable to the client or the third party that contacted the client for the damage caused to the client or third party due to a legal or material error of the real estate, about which the real estate agency did not warn, if the real estate agency knew about the mistake or if it could identify it by carefully checking the condition of the real estate.

4. PAYMENT FOR AGENCY SERVICES

4.1. The agency services payment shall cover the operating costs of the real estate agency referred to in point 3.2.

4.2. The real estate agency and the client shall agree about the amount of the payment for agency services by a contract on agency services.

4.3 The payment for agency services in case of purchase or sale of the real estate may not be higher than 4% of the contract price + VAT. However, this restriction does not apply when the contractual value of the real estate is lower than EUR 10,000.00.

4.4 In the case of a lease for the same real estate, the agency service fee may not exceed 4% of the contract value, but not more than the amount of one month's rent and not less than EUR 150. The contractual value referred to in the previous sentence is the product of the amount of the monthly rent and the number of months for which the real estate is rented.

4.5 In case the real estate agency does not render any of the services under point 3.2 of these General terms and conditions because they are not necessary due to the circumstances of an individual transaction, or when the client explicitly requires them, the client shall not be entitled to request a lower payment for agency services.

4.6 The payment for agency services does not include the costs of notary services, evaluations, translations, lawyer's services, taxes, court and administrative fees, compensations for certificates and permits required for valid conclusion of the contract, or costs incurred by additional services listed in point 5 of these General terms and conditions.

4.6.1 All agency services include VAT.

4.7 The real estate agency shall acquire the right to the remuneration for providing services in respect of agency services when the contract, in relation to which it provided agency services, has been concluded.

4.8 The real estate agency may not require any remuneration, not even partial, for the provision of agency services before the conclusion of the contract the subject of which the real estate is.

4.9 The real estate agency charges the provision of agency services to the client on the basis of a real estate agency services contract.

4.10 The real estate agency shall be entitled to the full payment also in case the client or a third party

subsequently withdraws from the contract concerning the real estate.

4.11 The real estate agency does not have the right to pay for the agency services, if it concludes with the client as a contracting party the contract which was the subject of the agency services, or if such a contract is concluded with a client by a real estate agent, who has performed agency services for a real estate agency.

4.12. Provision of point 4.4. of these General Terms and Conditions shall not apply to real estate agency service contracts concluded by economic entities.

5. ADDITIONAL SERVICES

5.1 The real estate agency may provide other services for the client when so agreed in the contract on the agency services or by means of a special order which is regarded as an amendment to the contract on agency services. The agency contract must specify the quantity and price of additional services.

5.2 In particular, the following shall be regarded as additional services:

- drawing up a contract for which the agent has provided agency services (sale, lease or other) by a university law graduate, lawyer or notary public;
- representations in the procedures of obtaining consents, permits and other documents required for the conclusion of the contract concerning the real estate,
- organizing the valuation of the real estate;
- organizing the issuing of an energy performance certificate for the real estate;
- representation in the tax procedure on the turnover of real estate;
- arranging the legal situation of the real estate;
- deposit of funds on a escrow account;
- safekeeping of documents;
- safekeeping of image material.

5.3 Prices of additional services are laid down in the real estate price list or in the price list of an external service provider.

5.4. The real estate agency is entitled to payment for additional services in the amount of the actual costs and not exceeding the amount specified in these general terms and conditions and in the real estate agency services contract concluded between the real estate agency and the client and only if the payment for additional services is agreed in writing between the parties.

5.5 The real estate agency is entitled to the payment for additional services when the services have been rendered, also in case the contract concerning the real estate has not been concluded.

6. ADVERTISING

6.1. The real estate agency is obliged to ensure the publication of the price, location, the year of construction of the building or the last renovation and size of the real estate and the company and headquarters of the real estate agency in adverts or in other public announcements in the media or on the websites, premises of the real estate agency or other places where advertising is allowed, in connection with the real estate subject to agency services.

6.2 If the real estate agency advertises the sale of a multi-dwelling building, a residential commercial building or a non-residential building with several individual parts, it must ensure that the highest and lowest prices per square meter of the surface of the building or its individual part are published, and also the location, year of construction or last renovation and the company and the real estate agency headquarters. In cases where the real estate agency advertises said buildings in banners, the price information is not obliged to be stated.

6.3 In the case the real estate agency advertises its own real estate, it must specifically state this in the advertisement.

6.4 The provisions of the Consumer Protection Act apply to the advertising of leaseings of housings.

7. SAFEGUARDING THE CLIENT'S AND THIRD PARTY'S INTERESTS

7.1 The real estate agency and the real estate agent must, in the performance of real estate agency services, inform the client in an appropriate manner about all circumstances relevant to the client's decision to conclude a real estate agency service contract. In doing so, they must explain to them clearly the following circumstances:

- market conditions that are important for determining the price in the real estate agency services contract,
- the content of regulations relevant to the valid conclusion of the real estate agency services contract, the amount and type of tax obligations of the client, signatures notarization fees, entry in the land register and any other costs related to the conclusion of the contract subject to agency services,
- potential risks related to the unregulated land registry of the real estate, the inscribed rights in rem or other rights of third parties on the real estate or other possible unregulated legal relations.

7.2 In providing agency services, the real estate agency must take equal care to protect the interests of both the client and the third party with whom the client has been brought into contact and to act impartially, unless it represents only the client's interests by express agreement with the client.

7.3 When pursuant to the agreement with the client or investor the real estate agency represents only the client's interests, it shall clearly draw the attention of the third party, with whom the client has been brought into contact , that it acts as a representative and not as an Agency.

7.4 When the real estate agency provides agency services for a client, who wishes to remain anonymous, the real estate agency shall not be bound to disclose to the third party, who wishes to enter into a legal transaction with the client, the identity of the client until the legal transaction has been entered into.

7.5 The real estate agency must clearly and in writing inform the client about any contradictions between the interests of the client and the interests of the real estate agency or other entities for which the real estate agency provides real estate agency services.

8. ESCROW ACCOUNT

8.1 The real estate agency may accept from the client or a third party money to be deposited in relation with the conclusion of a real estate contract provided the agency has

concluded a contract with a bank concerning keeping of an escrow account, and provided the client or a third party authorizes the agency in writing.

9. LIABILITY INSURANCE

9.1 The real estate agency has taken out liability insurance for the damage caused to the client or a third party by breaching the agency contract. The insurance covers the damage that could be caused to the client or a third party by breaching the agency contract in the territory of the Republic of Slovenia. The agency contract includes the name of the insurance company and policy number.

10. TRANSFER OF AGENCY SERVICES

10.1 Pursuant to an agreement with the client in writing, the real estate agency may transfer the agency services to another real estate agency within the contracts on business cooperation, concluded with other real estate agencies. In this case, the client remains in a contractual relationship only with the real estate agency BAZA, posredovanje v prometu z nepremičninami, Brina Sotlar s.p., and this real estate agency must provide the client with a list of real estate companies to which it transfers the order.

11. OTHER OBLIGATIONS OF THE CLIENT

11.1 The client shall be obliged to submit to the real estate agency all the documents in relation to the real estate which is the subject of the agency services (in particular the proof of ownership, including a land register extract and contracts, building permit, location documentation, and all other documents).

11.2 The client hereby guarantees that the submitted information and documents are true, accurate and complete.

11.3 In case of any changes, the client shall be obliged to inform the real estate agency in writing without delay and in any case not later than within 8 (eight) days of any changes in their interests (sales price, date of moving in, etc.), and of any changes in the actual or legal situation of the real estate.

11.4 In case the client wants to market the real estate also themselves or through other real estate agencies, they hereby undertake to market the real estate under the same conditions as agreed in the agency contract;

11.5 The client hereby undertakes that in case they find a third party with whom they conclude a contract or a preliminary contract concerning the real estate themselves or with the help of another real estate agency, to inform the real estate agency thereof within 8 (eight) days of concluding such contract or preliminary contract, and submit a copy thereof.

12. UNFAIR CONDUCT BY THE CLIENT

12.1 The client shall be obliged to compensate to the real estate agency any damage incurred by breaching contractual obligations by the client.

12.2 In particular, the following shall be regarded as serious breaching of the agency contract:

- the client does not allow the real estate agency to view the real estate without any justified reason;
- the client, themselves or through other real estate agencies, market the real estate under conditions different from the conditions agreed in the agency contract;
- the client does not inform the real estate agency or does not inform the real estate agency in time about the conclusion of a contract or preliminary contract concerning the real estate with a third party found by themselves, or does not submit a copy of a contract concerning the real estate within due time;
- contrary to good faith and fair conduct, the client does not enter into negotiations for the conclusion of the contract, or without any justifiable reason does not want to conclude the contract concerning the real estate with a third party that the real estate agency has helped to make contact with;
- the client submits information that is confidential and which is regarded as business secret, to third parties.

13. RIGHT TO OBTAIN DATA

13.1 The client hereby explicitly and irrevocably agrees and authorizes the real estate agency that in case the client withdraws from the agency contract or does not conclude the contract concerning the real estate, to inquire whether a contract concerning the real estate has been concluded.

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

14.1 In accordance with the Prevention of Money Laundering and Terrorist Financing Act, when concluding business relationships and transactions exceeding the amount as laid down in the Prevention of Money Laundering etc. and in some other cases as laid down by the law, the real estate agency shall review the client, which includes the following:

- establishing the identity of the client;
- establishing the actual owner of the client in case the client is a legal entity;
- obtaining information about the purpose and planned nature of the business relationship or transaction, and other information under the law;
- regular monitoring of business activities that the client performs at the real estate agency.

14.2 The client is aware of and agrees that in order to meet its obligations under the preceding paragraph, the real estate agency has the right to obtain and check (also by accessing a personal identity document) the following personal details of the client and 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 personal identity document;

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

15.1 All information and data obtained from a client by the real estate agency shall be confidential and shall be treated as business secret, except for information and data that is publicly available.

15.2 In order to fulfill the obligations under the agency services contract and the obligations imposed on the real estate company by the Prevention of Money Laundering and Terrorist Financing Act, the real estate agency may, in accordance with the regulations governing the identity card and passports, access and transcribe information from the identity document (personal name, address of permanent or temporary residence, date and place of birth, tax number and number of the type and name of the issuer of the official identity document).

15.3 When explicitly dictated by the nature of the individual transaction (eg. signature authentication of the client or third party, etc.), the real estate agency may, upon the written consent of the holder from which the predetermined purpose originates, photocopy the holder's identity document.

15.4 The real estate agency marks the following on the copy of the personal identity document:

- that it is a copy,
- name of the real estate agency,
- explicitly stated purpose of copying,
- legal basis for copying – explicit consent in writing of the identification document holder.

15.5 The real estate agency hereby undertakes not to make additional copies of the client's personal identity document. The real estate agency shall not be allowed to keep a copy of the personal identity document in electronic form.

15.6 The real estate agency hereby undertakes to protect all personal data in accordance with the rules and regulations on the protection of personal data. All personal data will be used only for the purpose of concluding, executing and amending the contract. For any use of personal data for other purposes, the real estate agency will obtain the prior written consent of the client.

15.7 The data subject shall have the right:

- to obtain a confirmation from the real estate agency if personal data relating to them is being processed,
- to access personal data and the purpose of the processing, the type of personal data concerned;
- users or categories of users, in third countries or international organizations;
- the estimated retention of personal data period or the criteria used to determine that period.

15.8 The data subject shall have the right:

- require the real estate agency to correct or delete personal information,
- require the real estate company to restrict the processing of personal data,
- object to the processing,
- require the real estate company to correct inaccurate personal information without undue delay,
- require the real estate company to complete incomplete personal information,
- personal data are transferred directly from one real estate agency to another where technically feasible,

- file a complaint with the supervisory authority.

15.9 Where personal data are transferred to a third country or international organization, the data subject shall have the right to be informed of appropriate safeguards relating to the transfer.

15.10 When personal data are processed for direct marketing purposes, the data subject has the right to object at any time to the processing of personal data relating to them for the purposes of such marketing, including the creation of profiles insofar as such direct marketing is concerned.

16. DURATION OF THE CONTRACT AND CANCELLATION OF THE CONTRACT

16.1 Agency Contract is concluded for a definite period of time of 9 (nine) months, unless the parties agree for a shorter period.

16.2. When the period of time referred to in the preceding paragraph expires, the parties may conclude another agency contract.

16.3 The contract is terminated when the period of time expires, the agency contract is cancelled, the agency contract is executed, any other case as laid down by the law.

16.4 The parties may terminate the contract at any time, provided this is not contrary to good faith and fair conduct. The termination of the contract must be made in writing.

17. APPLICABLE LAW

17.1 The Code of approved commercial usage in real estate agency services, adopted by the Association of Real Estate Agencies at the Chamber of Commerce and Industry of Slovenia – Chamber of Real Estate Services, Slovenian law, save the rules on conflict of laws, shall be applied to the assessment of the contract, General terms and conditions, and any other issues not regulated by the contract or General terms and conditions.

18. SETTLEMENT OF DISPUTES

18.1 The contracting parties shall resolve the disputes arising from the agency contract, if any, in an amicable way.

18.2. In case a mutually agreed settlement of the dispute is not possible, the dispute shall fall within the territorial and subject matter jurisdiction of the court of Ljubljana.

Ljubljana, 09.08.2019
Baza, Brina Sotlar s.p.

REAL ESTATE AGENCY BAZA PRICE LIST

1. Drafting of the contract: preparation of the standard form of the sales contract is included in the commission. If the client prematurely unilaterally withdraws from the concluded real estate agency services contract or otherwise violates the terms of the agency contract, the cost of drafting the contract shall be charged according to the applicable lawyer or notarial tariffs. Drafting of an individualized contract: according to the applicable lawyer's or notary's tariffs.
2. Checking the legal status of the real estate in the sale of the real estate: included in the commission. If the client prematurely unilaterally withdraws from the concluded real estate agency services contract or otherwise violates the terms of the agency contract, the cost of checking the legal status of the real estate shall be charged at the hourly rate of 150.00 EUR/hour.
3. Preparation of the land registry proposal: at lawyer's or notary's tariff (not included in the commission).
4. Assessment of the market value of the real estate: included in the commission. If the client prematurely unilaterally withdraws from the concluded agency contract or otherwise violates the provisions of the agency contract, the cost of assessing the market value of the real estate shall be charged at the hourly rate of EUR 100.00.
5. Viewings: Included in commission. If the client prematurely unilaterally withdraws from the concluded agency contract or otherwise violates the provisions of the agency contract, the costs will be charged under the item 50.00 EUR/view.
6. Hour of consultancy or negotiation for the sale of the real estate: included in the commission. If the client prematurely unilaterally withdraws from the concluded contract on mediation in the sale/rental of real estate or otherwise violates the provisions of the agency contract, the cost of consulting or participation in negotiation shall be charged at the hourly rate of EUR 180,00/hour.
7. Obtaining the land registry statement, location information, copies of the cadastral plan and other missing documentation and certificates: is included in the commission. If the client prematurely unilaterally withdraws from the concluded agency contract or otherwise violates the provisions of the agency contract, the cost of obtaining documentation is charged 80,00 EUR / hour.
8. Document review when selling a real estate: included in the commission. If the client prematurely unilaterally withdraws from the concluded real estate agency services contract or otherwise violates the terms of the agency contract, the cost of checking the legal status of the real estate shall be charged at the hourly rate of 150.00 EUR/hour.
9. Advertising costs: Advertising costs at the sole discretion of the real estate agency are included in the commission, and advertising at the special request of the client is charged separately at the actual costs for each advertisement and additionally for the work of the real estate agency in the amount

of EUR 80.00. If the client prematurely unilaterally withdraws from the concluded agency contract or otherwise violates the provisions of the agency contract, the time spent will be charged at the hourly rate of 80,00 EUR/hour.

10. Valuations done by appraisers: according to the price list of court expert and construction appraiser or an authorised appraiser from the Slovenian Institute of Auditors (not included in the commission).
11. Other services: assistance to the client in completing the tax return, notarization of signatures on the contract, notification of changes to the contracting authority of individual connections, drafting of the handover record, etc. are included in the commission. If the client prematurely unilaterally withdraws from the concluded agency contract or otherwise violates the provisions of the agency contract, the mentioned services shall be charged at the hourly rate: EUR 250,00.
12. Package I: Contract standard form preparation, document review, tax return form completion and real estate handover document preparation. The price is EUR 590,00.
13. Package II: Contract standard form preparation, document review, tax return forms completion and tax return documents acceptance, the original notarial contract safekeeping and real estate handover. The price is EUR 780,00.

Prices of individual and additional services from the previous point include VAT (22%). If the real estate agency is a taxable person, the agency service payment is increased by VAT at the applicable tax rate.

INDIVIDUAL SERVICES	<u>PRICES DO NOT INCLUDE VAT(+ 22%)</u>
Official documents	
Examination of documents	80,00 €
Acquisition of land registry statement - insight and printout	12,00 €
Obtaining a land registry statement in the land registry court	55,00 €
Acquisition of the pre-emption right	70,00 €
Obtaining location information	55,00 €
Obtaining a certificate of intended use of land	55,00 €

Obtaining documents from the
Surveying and Mapping Authority of
the Republic of Slovenia (GURS) 55,00 €

Preparation of tax return for assessment
of real estate tax and delivery of tax return
to the competent authority 115,00 €

Preparation of documentation for land
registry proposal (entry of property rights,
entry of mortgages, entry of floor division...) 85,00 € -
180,00 €

Handover and arranging registrations
(electrical, utility, operator...) 152,00€

Valuations

Determination of the market value of the real estate by
the real estate agent:

Simple objects (apartment, house) 122,00 €

Demanding facilities (outbuildings...) 180,00 €

Agricultural land turnover

Offer for sale of agricultural land,
managing approval of legal transactions 122,00 €

Other sales procedures required
for agricultural land by the number
of hours

Contracts

Sale/purchase, rental, exchange 120,00 € -
gift and other types of contracts 750,50 €

Other services

Expert hourly rate of a real estate agent 65,00 €

Viewings (over 20 km) 24,00 €/viewing

Advertising costs:

On the Agency's website and websites
working with the agency 50 €

Advertising at the specific request
of the client is charged separately according to the
acquired invoice
of the advertiser

