

**GENERAL TERMS AND CONDITIONS OF REAL ESTATE BROKERAGE  
REMINGTON REALTY d. o. o.**

(hereinafter referred to as: **Terms and Conditions**)

**1. INTRODUCTION**

(1) REMINGTON REALTY d.o.o. (hereinafter referred to as: **Broker**) is the real estate broker who undertakes relevant actions related to the connection of the principal who is buyer/tenant/lessee/acquirer of the business shares (hereinafter referred to as: **Principal-buyer**) and the principal who is seller/landlord/lessor/transferor of business shares (hereinafter referred to as: **Principal-seller**) (hereinafter collectively referred to as: **Principal** or **Principals**) and to negotiations and preparations for the conclusion of legal transactions which aims to:

a. transfer of ownership rights over real estate (whether direct transfer or indirect transfer that occurs through the transfer of business shares in a trading company that owns the real estate),

b. establishing lease or rent on the real estate.

These Terms and Conditions also define the obligation of the Principal to pay a certain brokerage fee to the Broker if the brokered legal transaction is concluded if only by establishing a connection between the brokered parties.

Principals accept these Terms and Conditions and all the rights and obligations arising from them.

**2. ELECTRONIC COMMUNICATION**

(1) Communication between Principals and Broker will take place electronically. The Principal agrees that all contracts, notices, announcements and other forms of communication sent by the Broker electronically meet all legal requirements for such communication to be in writing.

**3. OBLIGATIONS OF THE BROKER**

(1) By entering into a Real Estate Brokerage Agreement with the Principal, the Broker undertakes to try to find and connect the Principal with the other contracting party (seller/lessor/landlord and/or buyer/tenant/lessee) in order to conclude the brokered deal.

(2) In carrying out actions related to the work that is the subject of brokerage, the Broker will act with increased care, according to the rules of the profession and customs, however, the Broker is not responsible if, despite the necessary diligence, he fails in his efforts to conclude the brokered legal transaction.

(3) The Broker undertakes to participate in the negotiations and to strive to conclude the brokered legal transaction, except in the case when the Principal objects to the Broker's participation in the negotiations, in which case the Broker is entitled to the entire brokerage fee that he agreed with the Principal and in the event that he does not participate in negotiations.

(4) The Broker undertakes, at the request of the Principal, to inform him of the average market price of a similar real estate, to obtain and inspect, and to provide for inspection to the Principal, who is the buyer, the documents proving the ownership or other rights in rem to the real estate that is the subject of the brokered legal transaction (land registry extract, copy of the cadastral record, use permit, energy certificate, etc.) and inform the Principal about all circumstances important for the brokered legal transaction that are known to the Broker.

(5) The Broker undertakes to perform the necessary actions for the purpose of presenting (presentation) marketed real estate, to advertise the real estate in an appropriate manner, and to perform all other

actions agreed in the Real Estate Brokerage Agreement that go beyond the usual presentation, for which he is entitled to special, pre-specified expenses.

(6) The Broker is not obliged to enable the viewing of the real estate or to present information about it to an interested third party (the Principal-buyer) without the interested third party having previously accepted in writing these Terms and Conditions, as well as the conditions under which individual real estate is being sold, as well as obligations arising from these conditions.

(7) The Broker may transfer the Real Estate Brokerage Agreement to other Brokers without the consent of the Principal. In this case, the Principal remains in a contractual relationship only with the Broker with whom he concluded the Real Estate Brokerage Agreement, but the Broker will not be responsible if a brokered legal transaction is not concluded through the mediation of a sub-Broker.

(8) The Broker can enter into a Real Estate Brokerage Agreement with both contractual parties that he brings into contact with each other (the Principal-seller and the Principal-buyer) for the purpose of concluding a brokered legal transaction, and this contractual relationship will in no way affect the rights and obligations of the individual contracting party assumed by these Terms and Conditions, unless otherwise stipulated in the Real Estate Brokerage Agreement.

#### **4. OBLIGATIONS OF THE PRINCIPAL**

(1) The Principal-seller undertakes to:

- inform the Broker of all the circumstances that are important for the brokerage and provide accurate information about the real estate and, if in possession, provide the Broker with the location, construction, or use permit for the real estate that is the subject of the contract, and provide the Broker with evidence of compliance with the obligations towards the third party;

- provide the Broker with documents proving his ownership of the real estate, i.e. other rights in rem to the real estate that is the subject of the contract and to notify the Broker of all registered and unregistered encumbrances on the real estate;

- provide the Broker and a third party interested in concluding the brokered legal transaction with a viewing of the real estate that is the subject of the contract;

- inform the Broker about all essential information about the real estate, which especially includes the description of the real estate and the price;

- after concluding the brokered legal transaction, pay the Broker the brokerage fee;

- if it is expressly agreed in the Real Estate Brokerage Agreement, to compensate the Broker for expenses incurred during the brokerage that exceed the usual brokerage costs,

- inform the Broker in writing about all changes related to the work for which he has authorized the Broker, and especially about changes related to ownership of real estate or encumbrances on the real estate, and that no later than within seven (7) days from the occurrence of such changes.

- provide the Broker with copies of all documents related to the brokered legal transaction, which documents shall include at least the following: a copy of the identity card or passport of the Principal or the legal representative of the Principal, an extract from the court or other relevant register when the Principal is a legal entity, an extract from the register of beneficial owners and a copy of the founding act for the same legal entity, a copy of the concluded pre-contract of sale/lease/rental of real estate/sale (transfer) of business shares, a copy of the notary deposit report of funds and/or documents (depending on the basis of the notary deposit) and confirmation(s) of the payment of the deposit and/or (part of) the purchase price/rent/lease;

- provide the Broker with all information that the Principal is obliged to provide to the Broker in accordance with the provisions of the applicable Anti-Money Laundering and Counter-Terrorist Financing Act.

(2) In case of violation of one's obligations from Art. 4.1. of these Terms and Conditions, the Principal is obliged to compensate the Broker for the resulting damage in full.

(3) The Principal is not obliged to enter into negotiations for concluding a brokered deal with a third party found by the Broker. The Principal will be liable to the Broker for damages, if he did not act in good faith and is obliged to compensate the Broker for all costs incurred during the brokerage up to the maximum amount that corresponds to the amount of the brokerage fee agreed in the Real Estate Brokerage Agreement.

## **5. PROMOTIONAL MATERIALS**

(1) The Principal-seller who undertakes to transfer to the Broker the right to use promotional material (video, floor plans, photographs and others) that are the copyright of the Principal-seller, to the extent necessary for the performance of the Broker's work, and guarantees that he is the authorized holder of those property copyrights, as well as that the use in question does not infringe the property and/or moral copyrights of third party. The Principal-seller is aware that the promotional materials in question will be used to promote the sale of the real estate, including promoting the real estate in the media chosen by the Broker. In particular, it is determined that no compensation is paid for the use of promotional materials, and the Principal-seller guarantees that their use does not infringe the rights of third parties, and the Broker will not be obliged to pay compensation to any third party or to act on the request of third party.

(2) In the event that the author or another person who has the property copyright makes a justified monetary claim against the Broker due to the unauthorized use of the copyright, the Principal-seller undertakes to pay the Broker the entire amount that the Broker had to pay to the author due to the unauthorized use of that copyright, and to compensate him for the costs he incurred as a result. In the event that the author or another person who has property copyrights makes a non-monetary request (e.g. termination of use), the Broker will act on such a request without entering into an assessment of its merits, and the Principal-seller is obliged to pay the Broker the costs incurred in connection with the aforementioned.

(3) The Principal-seller gives express permission to the Broker to photograph and record the property in question and to advertise the same video-shots and photos on websites and in written and electronic advertisements and all other media chosen by the Broker. In this case, the property copyright on the entire resulting promotional material belongs to the Broker. The Principal-seller is not authorized to use or transfer the said material to third parties in any way, because otherwise he is responsible for damages to the Broker.

## **6. BROKERAGE FEE**

(1) The amount of brokerage fee for the conclusion of a brokered legal transaction that the Principal-seller is obliged to pay is defined in the Real Estate Brokerage Agreement concluded between the Broker and the Principal-seller.

(2) The amount of brokerage fee that the Principal-buyer is obliged to pay is defined in the Real Estate Brokerage Agreement concluded between the Broker and the Principal-buyer.

(3) The amount of the brokerage fee for concluding a brokered legal transaction, which the Principal-seller and/or the Principal-buyer is obliged to pay is charged on the total amount of the sale price/lease price/rental price/compensation for the transfer of business shares contracted through the brokered legal transaction.

(4) In the case of an obligation to charge VAT on the sale price, the total amount of the sale price is considered to be the price with VAT.

(5) In the case of separating the price of movables from the overall agreed purchase price, the total amount of the sale price is considered to be the price that includes the agreed price of movables.

(6) The Broker is entitled to the entire agreed brokerage fee for concluding the brokered legal transaction, as agreed with each contracting party, regardless of whether he has or receives an order for brokerage or conclude a brokerage agreement with both contracting parties or only one contracting party (Principal-seller or Principal-buyer).

(7) The brokerage fee is due for payment within 8 (eight) days from the date of payment of the earnest money/guarantee deposit/first part of the price, or the conclusion of the main Sale and Purchase Agreement/Lease Agreement/Rental Agreement/Transfer of Business Shares Agreement in case the payment of the earnest money/guarantee deposit/first part of the price is not agreed upon.

(8) The Principal is obligated to pay the brokerage fee to the Broker's business account IBAN: HR 3323400091111031912, opened at Privredna banka Zagreb d.d., SWIFT: PBZGHR2X, Radnička cesta 50, 10000 Zagreb, Croatia.

(9) The Broker is entitled to the brokerage fee for concluding the brokered legal transaction even in cases where the brokered legal transaction is concluded by someone other than the Principal, such as:

- spouse or extramarital partner, or life partner of the Principal,
- blood relative of the Principal in the direct line without restriction, as well as their adopted child, adopter, stepmother, or stepfather,
- member of the Principal's household,
- a company over which the Principal or any of the above-mentioned persons has any form of control,
- a member of the Principal's company,
- a member of the company of the Principal's associated company.

(10) The right to the brokerage fee for concluding the brokered legal transaction from the Principal is acquired by the Broker not only during the validity of the Brokerage Agreement but also in cases where the brokered legal transaction is concluded within eighteen (18) months after the termination of the Brokerage Agreement.

(11) In the event that the Principal-seller has not paid the Broker the brokerage fee that the Principal-seller is obligated to pay before the payment of the earnest money/guarantee deposit/first part of the price, or before the payment of the agreed purchase price/first instalment of the rent/lease for the real estate that is the subject of the purchase/lease/rent, or compensation for the transfer of business shares (if the payment of the earnest money/guarantee deposit/first part of the price is not agreed upon), the Principal is obligated to the third party, or to the Principal-buyer/public notary/escrow account manager, to give an irrevocable instruction to pay the brokerage fee that the Principal-seller is obligated to pay, at the moment of payment of the earnest money/guarantee deposit/first part of the price, or at the moment of payment of the agreed purchase price/first instalment of the rent/lease for the real estate that is the subject of the purchase/lease/rent, or compensation for the transfer of business shares (if the payment of the earnest money/guarantee deposit/first part of the price is not agreed upon), to the Broker's account from Article 6.8 of these Terms & Conditions, and thus reduce the agreed purchase price/first instalment of the rent/lease/compensation for the transfer of business shares, and pay it to the Principal-seller.

## **7. TRANSFER OF BUSINESS SHARES**

(1) In the event that the subject of the purchase and sale will be business shares (or ownership shares) in a company or any other legal entity that is the owner of the real estate, the provisions of these Terms and Conditions shall be applied in an appropriate manner between the contracting parties.

(2) In the aforementioned case, the Broker is entitled to a brokerage fee for brokering the sale of business shares (or other ownership shares) in a legal entity that is the owner of the real estate, and the amount of the brokerage fee will be determined with regard to the price of the business shares (or

ownership shares) in the company, and in the amount determined in the concluded Real Estate Brokerage Agreement between the Broker and the Principal.

## **8. REGISTRATION OF THE BUYER**

(1) During the term of the concluded Brokerage Agreement with the Principal-seller, the Broker undertakes to register all third parties to the Principal-seller, meaning the Principals-buyers to whom he has presented a specific real estate.

(2) The presentation of a specific real estate to a third party, meaning to the Principal-buyer, within the meaning of the provisions of these Terms and Conditions, shall be considered the presentation of the photographs of the interior and exterior, presentation of floor plans, and especially providing information about the exact location of a specific real estate, either in person at the Broker's offices or at another location where the Broker and the third party or the Principal-buyer hold a meeting, or via email, SMS, or other types of electronic messages sent to the mobile phone number of the Principal/third party or by regular mail sent to the home or business address of the third party or the Principal-buyer.

(3) Registration will minimally include the full name and surname or the company name of the third party or the Principal-buyer and part of the email address. Registration will be sent via email to the email address of the Principal-seller specified in the Brokerage Agreement.

(4) The contracting parties mutually agree that the registration of a specific third party or the Principal-buyer, submitted to the Principal-seller by the Broker, confirms that the Broker, within the meaning of the provisions of the Real Estate Brokerage Act, has fulfilled his contractual obligations to bring the third party into connection with the Principal-seller.

(5) If the Principal-seller has previously (before submitting the registration for a specific third party or the Principal-buyer) contacted a specific third party or the Principal-buyer, for whom the Broker submitted the registration to the Principal-seller, the Principal-seller is obligated to immediately inform the Broker about it and provide evidence of the previous written communication with a specific third party related to the real estate that is the subject of the brokered legal transaction, or evidence of the previous written registration of a specific third party by another broker, and otherwise, it will be considered that the Broker has brought the Principal-seller and the third party, meaning the Principal-buyer, into connection.

(6) The Principal-seller undertakes to reject the connection with the same person (a third party or the Principal-buyer registered by the Broker in accordance with the provisions of this article) through another broker, and if they fail to do so, the obligations undertaken by that brokerage job (with another broker) cannot affect the obligation of the Principal-seller to pay the brokerage fee to the Broker according to these Terms and Conditions, and the concluded Brokerage Agreement, if the Principal-seller has concluded the Sale and Purchase Agreement/Lease Agreement/Rental Agreement/Transfer of Business Shares Agreement with that person (a third party or the Principal-buyer) through another broker.

(7) The Broker is not obligated to register third parties, meaning Principals-buyers, during the term of the exclusive brokerage agreement with the Principal-seller.

## **9. COSTS**

(1) Legal representation costs, court fees, notary public costs, translation costs of documents into the Principal's language, costs of legal and/or construction or other types of analysis of the real estate (which do not represent a legal obligation of the Broker) that is the subject of brokerage, and all other costs necessary for the conclusion and implementation of the brokered legal transaction are not included in the amount of the brokerage fee.

(2) The Broker is not authorized to charge the Principal for costs that are not included in the amount of the brokerage fee, except in the case when the Principal has previously instructed the Broker to settle them on behalf and for the account of the Principal.

## **10. LIABILITY OF THE BROKER**

(1) The Broker is not liable to the Principal for the legality of the real estate that is the subject of brokerage, nor for the correctness, accuracy, and/or legality of the documents on which bases on which the real estate that is the subject of brokerage is constructed and/or entered into the cadastral register and/or land register.

(2) The Broker is not responsible to the Principal for material or legal defects in the real estate that is the subject of brokerage.

(3) The information provided by the Broker on his website and/or in Broker's Guide to Buying Real Estate in Croatia, in marketing materials, or in any form of communication between the Broker and the Principal, is for general informational purposes only. It is not intended to constitute legal, financial, or professional advice. The Principal should seek the advice of qualified legal/financial/tax advisors regarding any real estate transaction or financial decision. The Broker assumes no responsibility for errors or omissions in the contents on the Broker's website and/or in the Broker's Guide to Buying Real Estate in Croatia and/or in any form of communication between the Broker and the Principal.

(4) No broker-client or advisor-client relationship is created by accessing or using any information on the Broker's website and/or in Broker's Guide to Buying Real Estate in Croatia and/or in any form of communication between the Broker and the Principal. Any information the Principal sends to the Broker through the Broker's website or via email is not secure and is done on a non-confidential basis.

(5) While the Broker strives to provide accurate and up-to-date information, the Broker makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability of the information, products, services, or related graphics contained on the Broker's website and/or in the Broker's Guide to Buying Real Estate in Croatia and/or in any form of communication between the Broker and the Principal for any purpose including documents representing a draft version of a Sale and Purchase Agreement/Lease Agreement/Rental Agreement/Transfer of Business Shares Agreement, including Preliminary Agreement, which are provided for informational purposes only and not as a final agreement and is subject to further review, modification, and negotiation between the parties involved (seller/lessor/landlord and/or buyer/tenant/lessee) or their representatives, so it does not constitute a legally binding contract. The use of a draft Sale and Purchase Agreement/Lease Agreement/Rental Agreement/Transfer of Business Shares Agreement, including Preliminary Agreement, is at the parties' own risk. The drafter and any associated parties assume no responsibility for any consequences, including but not limited to legal, financial, or otherwise, arising from the use of this draft or reliance on its content. Principal should seek the advice of qualified legal counsel before finalizing any Sale and Purchase Agreement/Lease Agreement/Rental Agreement/Transfer of Business Shares Agreement, including Preliminary Agreement, based on the draft provided.

(6) In the event that the Principal requests the names and/or contacts of lawyers, inspectors, engineers, craftsmen or other experts from the Broker, any names and/or contacts that the Broker forwards to the Principal shall not be considered as a recommendation or confirmation of the ability of the person or persons to whom or which the Broker instructed the Principal. The principal assumes full responsibility for his selection(s) of all service providers.

## **11. COLLECTION OF PERSONAL DATA**

(1) The Principal gives express consent for the Broker, sub-Broker and persons related to the Broker in accordance with legal regulations to collect and process personal and other data for the purpose of processing the case, and for the purpose of achieving the interests of the Principal as well as for marketing purposes necessary to fulfil the obligations assumed by the Brokerage Agreement. The Principal confirms that he has been informed of the intention to use personal and other data and of the right to object to such an offer, that he is aware of the existence of the right of access and correct data concerning him, and confirms that he is aware of this clause for using personal data for marketing purposes by receiving these Terms and Conditions.

## **12. FINAL PROVISIONS**

**CHRISTIE'S**  
INTERNATIONAL REAL ESTATE

CROATIA

(1) In case of discrepancies between the Croatian, German, and English versions of the text of these Terms and Conditions, the Croatian version of the text shall apply.

(2) In the event of a dispute, the court having actual jurisdiction at the seat of the Broker shall have jurisdiction.