

NEPREMIČNINE PLUS d.o.o., Vojkova 16, 1000 Ljubljana, registration number: 1491881

Represented by director Vesna Levstek, (hereinafter: the Real estate agency

On the basis of Real estate mediation services Act (Official Journal of. RS, no. 72/2006 with changes) the Real estate agency has adopted:

GENERAL TERMS AND CONDITIONS OF TRADING in real estate mediation transactions

INTRODUCTORY PROVISIONS

1.1. General terms and conditions of real estate mediation services (hereinafter referred to as: General terms) are used to govern the legal relations between the Real estate agency and the Client.

1.2 General terms are a constituent part of the mediation contract that the Real estate agency concludes with the Client. A copy of applicable insurance policy is also a constituent part of any mediation contract.

1.3 In the event that the mediation contract contains provisions contrary to these General terms, the provisions of the mediation contract shall prevail.

1.4 The Real estate agency is committed to respect of Code of good practices relating to real estate transactions that the Association of the Real estate mediation companies at the Chamber of Commerce of Slovenia – Chamber of real estate business adopted on 30 August 2011.

2. DEFINITIONS OF TERMS

2.1 For the purpose of these General terms:

- a real estate agent refers to a natural person who performs trading for a real estate agency on the basis of an employment contract or any other legal basis, and has a license issued by the competent ministry namely for the performance of real estate mediation services, which is entered in the register of real estate agents at the competent ministry.
- mediation services in real estate refers to performance of registered profit-making activity of real estate mediation services whereby particular operation includes all the activities in the course of establishing contact between the Client and the third party in negotiating and preparing a conclusion of the contract the subject-matter of which is a specific property i.e. purchase, sale, rental, lease or any other contract for a specific property;
- the Client refers to a natural or legal person who is a signer of the mediation contract for which the Real estate agency performs mediation services in real estate transactions;
- the third party refers to a person that the Real estate agency is committed to bring in contact with the Client in order to negotiate with him a conclusion of a contract the subject-matter of which is a specific property;
- the Client's close family members are the Client's spouse or a person living with him in a cohabitation according to marriage and family relations regulations, their biological and adopted children, parents and adopted parents and any persons he is legally bound to support;
- the mediation contract refers to a contract binding the Real estate agency and the Client whereby the former is committed to bring the latter in contact with the third party in order to negotiate and conclude the contract the subject-matter of which is a specific property. On the other side the Client is committed to pay the Real estate agency a mediation commission if the contract is concluded.
- the Real estate contract the subject-matter of which is a specific property refers to purchase, sale, rental, lease or any other contract at the conclusion of which the Real estate agency mediates.
- the property refers to a property defined in the mediation contract

3. MEDIATION SERVICES

3.1 The Real estate agency performs the mediation services in:

- the sale or purchase of a property
- rental or lease
- other contract which is the subject-matter of the contract

3.2 The mediation services referred to in article 3.1 include the following operations that the Real estate agency performs on behalf of the Client provided they are dictated by the circumstances of a particular operation:

- accepting the order for mediation services in legal affairs the subject-matter of which is a specific property like sale, purchase, rental, lease or any other contract for a specific property;
- identification of the Client's identity by consulting of personal identity document and public records;
- provision of the Client's contact information for the purpose of establishing a contact with the third party (personal/firm name, registered office, telephone, fax, e-mail etc.)

- provision of the Client's or third party's personal data or identification data for the preparation of a real estate contract (personal/firm name, registered office, registration number, tax number, number of personal or current account);
- preparation of real estate mediation services contract by defining a scope of mediation services, proposing the level of agency fee, terms of payment and other elements in accordance with the law governing the real estate mediation services;
- informing the client and the third party about market circumstances that are relevant for defining the price of the property or the rent;
- informing the Client and the third party of the rules that are relevant for a valid contract for which it mediates
- informing the Client and the third party of the amount of tax obligations and prices of notary services, costs of land registration and other potential costs associated with the contract conclusion;
- identification of the legal status of the property by its scrutiny;
- identification of the legal status of the real estate with acquisition of public records and registers data (statement from land registry, land cadastre, cadastre of buildings) or resp. on the basis of deeds demonstrating the property rights, other real and obligation rights and other legal facts) if the property is not entered in the land registry
- informing the Client and third parties of manifest clerical and legal errors found out during the due consideration of the real property facts and law state;
- informing the Client and the third parties of the risks arising from unregulated state of the property especially the rights of third parties on the property, public-law restrictions etc.;
- preparation of appropriate advertising strategy and standard advertising of the property;
- informing the third party of the property and its essential characteristics, organizing the visits of the property and the meetings between the Client and the third party, providing contact information that is defined in the mediation contract by the personal data subject to third party or resp. the Client when both demonstrate real interest for negotiations and conclusion of a real estate contract;
- real-time and up-to-date written and on-line communication with the Client and the third parties and real-time information of the Client about the performed mediation services in real estate transactions;
- collaborating in negotiations for conclusion of the contract for which the Real estate agency mediates;
- preparation of a draft contract the subject-matter of which is the property;
- preparation of the contract (sale, purchase, rental, lease or other) by a lawyer or a bachelor of Laws
- valuation of the property;
- representation in the tax procedure;
- keeping of documents;

3.3 The payment of mediation covers the costs for performance of operations specified in article 3.2

4. ADDITIONAL SERVICES

4.1 The Real estate agency may provide the Client the additional services if so agreed with the Client in the mediation contract or in special order representing an annex to the mediation contract.

4.2 The additional services include in particular:

- representation in acquiring agreements, permits and other documents needed for a conclusion of the real estate contract
- regulation of property legal state;
- safekeeping of assets on the fiduciary account;
- written valuation of the property by authorized property valuer or resp. chartered property valuer;
- legal counsel in the area of real estate transactions (bachelors of Laws)
- advice in the area of home staging (certified adviser)

4.3 Prices of the additional services are defined in the applicable price list of the Real estate agency.

4.4. The real estate agency is entitled to payment of additional service even if the contract the subject-matter of which is the property has not been concluded.

5. COMMISSION FOR MEDIATION SERVICES

5.1 The amount of the commission is agreed by the Real estate agency and the Client in the mediation contract.

5.2. The commission for mediation in purchase or sale of the same property amounts to maximum 4% of the contract value. Nevertheless, this restriction does not apply when the contract value of the property is less than 10.000 EUR.

5.3 The Value Added Tax (hereinafter: VAT) is not included in the payment for the mediation, therefore the amount of the invoice for the mediation shall be increased by the VAT value.

5.4 In the event that the Real estate agency does not complete any of the operations specified in the article 3 of these General terms as it is not needed in view of the circumstances of a particular case or at the Client's specific wish, the Client is not entitled to a reduction of payment for mediation.

5.5. In the mediation commission are not included costs for notary services, taxes, court and administrative fees, recovery of certificates and permits costs needed for a valid conclusion of the contract and the additional services costs referred to in article 4 of General terms.

5.6 The Real estate agency shall gain the right to mediation commission once the contract for which it has mediated, has been concluded.

5.7 The Real estate agency is not entitled to claim any part of the payment for the mediation before the conclusion of the mediation contract the subject-matter of which is a specific property.

5.8 The commission for the real estate mediation is invoiced to the Client on the basis of the mediation contract.

5.9 Providing that the contractual parties to a sale, purchase, rental, lease or any other contract for a certain property have agreed that the commission will be paid by both parties the amount of the above paragraph shall be divided.

5.10 The Real estate agency is entitled to entire payment even if the Client or the third party subsequently withdraws from the contract the subject-matter of which is a specific property and has already been concluded.

5.11 The Real estate company has the right to a mediation commission even if the Client or his narrow family member has concluded a contract the subject-matter of which is the property with a third party, that the Real estate agency has brought in contact with and this contract has been concluded in six months after the termination of the mediation contract.

6. REIMBURSEMENT OF THE COSTS

6.1. If the parties in the mediation contract expressly agree the Real estate agency may reserve the right according to the second paragraph of the article 848 of the Code of obligations to reimburse the actual costs incurred in relation to performance of mediation services under article 3 of General terms even if the contract which is the subject-matter of the contract has not been concluded.

7. PROTECTING THE INTERESTS OF THE CLIENT AND THE THIRD PARTY

7.1 While performing the real estate mediation services the Real estate agency shall inform the Client about all circumstances, which are relevant for respecting his interests.

7.2 The Real estate agency shall also appropriately protect the interests of the third party that it has brought in contact with the Client in view of negotiating of the contract the subject-matter of which is the property, act in an impartial way except where on the basis of an explicit agreement with the Client it represents only the Client's interest. Where the Real estate agency on the basis of an agreement with a Client or an investor at the mediation represents exclusively the Client's interests it shall clearly and in written form bring to the attention of the third party that it has brought in contact with the Client, that it acts as a representative and not as a mediator.

7.3 Where the Real estate agency performs mediation services on behalf of the Client who wishes to remain anonymous, the Real estate company is not committed to disclose the Client's identity to the third party that would wish to conclude a legal transaction with the Client until the contract the subject-matter of which is the property has been concluded.

8. FIDUCIARY ACCOUNT

8.1 The Real estate agency can receive from the Client or the third party relating to the performance of the real estate contract the assets in trust and hold them provided it has concluded with a bank a contract for keeping an fiduciary account and provided that the Client or the third party has authorized it for this purpose in written.

9. LIABILITY INSURANCE

9.1 The Real estate agency is insured against professional liability. The insurance covers the liability for the loss that might result to Client or third party from the breach of the real estate mediation contract on the territory of the Republic of Slovenia. The name of the insurance company, the number of the insurance policy and the insured sum shall be indicated in the mediation contract.

10. EXCLUSIVE MEDIATION CONTRACT

10.1 In the event that the Client and the Real estate company conclude an exclusive mediation contract for a specific property during the term of the contract the Client is not authorized to conclude a mediation contract with a competitive Real estate agency or to advertise or sell the same property through any third party.

11. TRANSFER OF THE MEDIATION SERVICES

11.1 The Real estate agency may transfer the mediation services to other real estate companies by agreement with the Client.

11.2 In the event of the mediation services transfer on other real estate company the Client remains in contractual relationship only with the Real estate agency with which it has concluded the mediation contract, and the Real estate agency has to hand to the Client a list of real estate companies to which it transfers the order.

12. OTHER CLIENT'S OBLIGATION

12.1 The Client shall give to the Real estate agency all necessary documentation related to the property which is the subject-matter of the mediation (especially the evidence of ownership, extract form the land registry, building permit, location information and all other documents)

12.2 The Client shall warrant the accuracy and completeness of data or documents transmitted.

12.3 The Client shall immediately or within the 8 (eight) days at the latest inform the Real estate agency in writing of any change in interests (sale price, date the property can be moved in etc.) and of any change in the actual or legal state of the property.

12.4 In the event that the Client will market the property also by himself or with competent real estate companies he/she shall do so under the same conditions as the conditions agreed in the mediation contract

12.5 In the event that the Client finds by himself or by intermediary of a competent real estate agency a third party with whom he concludes a contract or a pre-contract of which the property is the subject-matter he/she shall immediately or within 8 days at the latest from the conclusion of such a contract or pre-contract inform the Real estate agency in writing.

13. UNFAIR CONDUCT OF THE CLIENT

13.1 The Client is committed to compensate the Real estate agency for any loss arising from the Client's violation of contractual obligations.

13.2 Are considered as client's serious violation of the mediation contract the following practices:

1. the client makes it impossible to a Real estate agency to conduct visits of the real property for no justifiable reason;
2. the Client violates the agreement on exclusive mediation services;
3. the Client markets the property by himself or through other real estate companies under preferential terms to the terms agreed by the mediation contract;
4. the Client fails to notify or fails to notify timely the Real estate agency about the conclusion of a contract or a pre-contract the subject-matter of which is the property with a third party found by himself;
5. the Client fails to proceed to negotiations for the conclusion of a contract or does not wish to conclude the contract for no justifiable reason contrary to good faith and fair dealing;
6. The Client transmits the third parties the information and data that are confidential and are considered as a business secret.

14. RIGHT TO OBTAIN DATA

14.1 In the event that the Client withdraws from the mediation contract or resp. refrains from concluding the contract the subject-matter of which is the property, the Real estate agency may make an inquiry of a potentially concluded contract for the property in question.

15. OBLIGATIONS ACCORDING TO LAW ON THE PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM.

15.1 According to the Law on the prevention of money laundering and financing of terrorism when the Real estate agency concludes legal relationships and transactions the Client shall be subject to a scrutiny involving the following operation:

1. establishing or verifying the Client's identity;
2. establishing the actual owner of the customer if the customer is a legal person;
3. obtaining the data about purpose and nature of intended business relationship or transaction and other legal data;
4. close monitoring of business activities that the customers performs with the Real estate agency;

15.2 The Client is aware that in order that the Real estate agency fulfills the obligation specified in the previous article it has the right to obtain and verify the following customer's and his/hers legal representative's personal data (even by consulting their personal data):

1. name,
2. address of permanent or temporary residence,
3. date and place of birth,
4. tax identification number and
5. number, type and name of the personal document issuing authority.

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

16.1 All the information and data that the Real estate agency obtains from the Client are confidential and are considered as professional secret except where the information and data are publicly available;

16.2 In order to fulfill its obligations according to the mediation contract and the obligation imposed to the Real estate agency by the Law on the prevention of money laundering and financing of terrorism the agency has the right to consult the personal document and to copy information (name, address of permanent or temporary residence, date and place of birth, no. , type and name of the document issuing authority) according to the rules governing the identity card and travel document

16.3 When it is expressly required by the nature of particular operation (for ex. certification of signature etc.) the Real estate agency is allowed to make a copy of the personal document holder on the basis of the holder's written consent to a predetermined intended use.

On the personal document copy it is indicated by the Real estate agency:

1. that it is a copy;
2. its name;
3. expressly determined purpose of a copy;
4. legal basis of copy – clear written consent of the personal document holder.

16.4 The Real estate agency is committed not to further make copies of the Client's personal document. It must not save an e- copy of the personal document

16.5 The real estate agency is committed to protect all personal data according to personal data protection rules. All personal data shall only be used for the intended use of conclusion, performance, change and termination of the mediation contract and the contract the subject-matter of which is the property in question. The Real estate shall obtain a prior written consent of the Client for any other intended use of personal data.

17. DURATION AND TERMINATION OF A CONTRACT

17. The mediation is concluded for a fixed-term of 9 (nine) months unless a shorter period of time is agreed by the parties;

17.2 After the expiry of the period specified in the previous article the parties may conclude a new mediation contract.

17.3 The contract shall be terminated:

1. by the duration time expiry,

2. by cancellation of the mediation contract,
3. by the mediation contract fulfillment,
4. in other cases provided for by law.

17.4 The contract can be terminated by both parties at any time if it is not contrary to good faith and fair dealing. The termination shall be given in written.

18. APPLICABLE LAW

18.1 Code of good practices relating to real estate mediation services adopted by Association of the Real estate companies with the Chamber of commerce of Slovenia – Chamber for real estate transactions and the Slovenian law without conflict of laws rules are used for the assessment of the mediation contract, of the General terms and all the issues not regulated by aforementioned contract and General terms.

19. SETTLEMENT OF DISPUTES

19.1 In the event of a dispute that may arise between the parties in connection with the mediation contract the parties shall seek to find an amicable solution.

19.2 If the parties cannot reach an amicable solution and when a consumer contract is involved the settlement of the dispute is under the jurisdiction of the District Court of Ljubljana.

19.3. If the parties cannot reach an amicable solution and when a contract between the commercial agents is involved, the parties shall agree that any disagreement, dispute or request arising from this contract or in connection with its violation, termination or invalidity shall be subject to a final award by a committee of three arbitrators or by a sole arbitrator appointed on the basis of the Rules on the arbitration procedure at the Permanent Court of Arbitration at the Chamber of Commerce of Slovenia.

20. VALIDITY AND PUBLICATION OF GENERAL TERMS

20.1 The General terms are valid as of 1 January 2013 and exhibited in the premises of the Real estate agency in a visible place. They are also available at:

http://www.nepremicnine-plus.si/sl/O_podjetju/

In Ljubljana, 27.12.2012

NEPREMIČNINE PLUS d.o.o.
Vesna Levstek

