

The real estate company: **AEON NEPREMIČNINE D.O.O.** with its head office and business address at: Ameriška ulica 8, 1000 Ljubljana, Slovenia, commercial register number: 6837859000, tax number: SI 79290213, represented by its manager: Andreja Trafela (hereinafter: the real estate company)

based on the Slovenian law on real estate companies (official journal of the Republic of Slovenia nr. 72/2006 with its modifications and amendments) concludes the following:

TERMS AND CONDITIONS for real estate brokerage (nr. 1/2016)

1. INTRODUCTORY PROVISIONS

1.1 The terms and conditions for real estate brokerage (hereinafter: terms and conditions) regulate the legal relations between the real estate company and the customer.

1.2 The terms and conditions are a part of every real estate brokerage contract made between the real estate company and the customer. A part of every brokerage contract are also always the valid service price list of the real estate company, and a copy of the insurance policy.

1.3 If the brokerage contract contains individual provisions that are in conflict with these terms and conditions, the provisions of the brokerage contract prevail.

1.4 The real estate company undertakes to follow the codex of approved commercial usage for estate brokerage, which was approved on August 30th 2011 by the Association of real estate companies at the Chamber of commerce and industry of Slovenia (August 2011).

2. DEFINITIONS

2.1 The terms used in these terms and conditions are defined as follows:

- Real estate agent is a natural person, who is executing business for the real estate company based on an employment contract or any other legal ground, with their broker's licence that they obtained at the responsible ministry, and who are registered as a estate agent at the responsible ministry.
- Estate brokerage is the performance of registered paid gainful employments associated with estate brokerage and covers all activities from contacting the customer and third parties to the negotiations and preparation of the contract about the real estate, e.g. purchase, rental, leasing and other contracts for the particular real estate.
- Customer is the natural or legal person, who enters into a brokerage contract in the context of which the real estate company conducts its brokerage activities.
- Third party is a person who is put into contact with the customer in order to negotiate about the contract for the real estate.
- Close relatives of the customer are either the customer's spouse or individuals the customer lives with in a extramarital relationship in accordance with the provisions on marital relationships and family relations, or their children or adopted children, the parents or adoptive parents and individuals who the customer is obliged to look after.
- Brokerage contract is the written contract made between the real estate company and the customer and based on which the real estate company is obliged to find a third party for the customer and put him/her into contact with the customer in order to negotiate about the contract for the real estate. The customer is obliged to remunerate the real estate company if the contract is concluded.
- The contract about the real estate is either a purchase, rental, leasing or other contract for the particular real estate that was made with the help of the real estate company.
- Real estate is the real estate stated in the brokerage contract.
- Contact is every connection between the customer and the third party regarding the real estate, which is made by the real estate company through its employee or contractor (e.g. through an organisation of a meeting in its premises or elsewhere, where the customer or the third party are given any information about the address, the head offices, telephone or fax number, e-mail address of the third party, or where the parties are put in contact through means of telecommunication etc.).

3. BROKERAGE SERVICES

3.1 The real estate company provides its service during:

- the sale or purchase of real estate,
- rental, leasing or
- other contracts about the real estate.

3.2 The brokerage services mentioned in 3.1 include especially the following businesses that are conducted by the real estate company for the customer, if the circumstances of the particular business demand it:

- receipt of the brokerage contract for legal transactions of real estate, e.g. purchase, sales, leasing or other contracts about the particular real estate;
- determining the identity of the customer through identity documents and public registers;
- recording contact information of the customer in order to put him/her into contact with a third party (name/company name, address/headquarters, telephone number, fax, e-mail address etc.);
- recording of personal data or identification data of the customer, and the third party in order to prepare the contract about the real estate (name/company name, commercial register number, tax number, account number etc.);
- preparation of the brokerage contract with determining the extent of the brokerage services, payment conditions and other parts in accordance with the law regulating real estate brokerage;
- notifying the customer and the third party about the market conditions in order to determine the real estate price or the rent;
- notifying the customer and the third party about the content of the provisions that are essential for a valid conclusion of contract;
- notifying the customer and the third party about the amount and type of taxes, possible notary costs, the costs of the land register entry and other possible costs regarding the contract;
- determining the actual state of the real estate by a thorough inspection of the real estate;
- determining the telecommunication equipment and municipal infrastructure of the real estate and determining other characteristics of the real estate;
- determining the state of law of the real estate based on data from public registers and public books (especially land registers, cadastres, building registers or, if the real estate cannot be found in a land register, based on certificates which establish the ownership and obligations and other legal facts);
- written notification to the customer and the third party about the obvious defects and defects of title which were found during the inspection of the actual state and state of law of the real estate;
- notifying the customer and the third party about the risks which arise from this disorderly state of law regarding the real estate, especially about the rights of others in relation to the real estate, public-law limitations etc.;
- preparation of the appropriate marketing strategy and advertising the real estate as is customary;
- informing the third party about the main characteristics of the real estate, organizing and management of viewings in presence of the customer and the third party, forwarding contact information stated in the brokerage contract by the customer/third party to the other, if both show serious interest to negotiate about the conclusion of a contract about the real estate;
- on-going and updated communication with the customer and the third parties by telephone, in writing or via the internet about the provided brokerage services;
- participation in the negotiations about the conclusion of contract about the real estate brokered by the real estate company.

3.3 The payment for the brokerage covers the costs of business described in 3.2.

3.4 After the written notification from the real estate company about the established contact with a third party, the customer has to notify the real estate company within 3 (three) work days if some other real estate company has put him/her into contact with the same third person and if not, it is considered that the real estate company has put the customer into contact with this third party.

3.5 Similar to 3.4 happens, if the customer finds a third party himself and establishes contact with this third party.

4. ADDITIONAL SERVICES

4.1 The real estate company can provide additional services for the customer, if it is specified in the brokerage contract or in a special order that complements the brokerage contract.

4.2 Additional services are especially:

- preparation of a draft contract about the real estate;
- representation in procedures of acquiring approvals, admissions and other documents which are needed to conclude the contract about the real estate;
- organisation of the real estate valuation;
- representation in tax procedures;
- regulating the state of law of the real estate;
- preparation and entry of land register proposals;
- safekeeping of funds on the escrow account;
- safekeeping of certificates;
- other services upon customer's request regarding the real estate.

4.3 The prices for the additional services are determined in accordance with the currently valid price list of the real estate company.

4.4 The real estate company has the right to be remunerated for its services also in the case if the contract about the real estate is not concluded.

5. BROKERAGE FEE

5.1 The amount of the brokerage fee is set by the real estate company and the customer in the brokerage contract.

5.2 The brokerage fee for real estate purchase or sale accounts to 4 % of the contract price unless otherwise stated in the brokerage contract. If the contract price for the real estate is less than 10.000,00 EUR, the brokerage fee can be higher than 4 % of the contract price. If not otherwise stated in the brokerage contract, the brokerage fee for real estate rentals or leasing amounts two monthly rentals set in the contract the real estate company has brokered for.

5.3 The value added tax (hereinafter: VAT) is not included in the brokerage fee, therefore it is added the brokerage fee when issuing the invoice.

5.4 If the real estate company does not provide one or more businesses stated under point 3 of these terms and conditions upon request of the customer or if this is not necessarily due to circumstances, the customer has no right to reduce the brokerage fee.

5.5 Notary costs, taxes or tax liabilities regarding the real estate, court and administrative fees, remuneration for certificates, approvals, notifications and authorisations required for a valid conclusion of the contract, and costs for additional services under point 4 of these terms and conditions are not included in the brokerage fee.

5.6 The real estate company acquires the right to be remunerated the brokerage fee when the contract it brokered for is concluded.

5.7 The real estate company has no right to demand partial payments of the brokerage fee before the contract about the concerned real estate is concluded.

5.8 The brokerage fee will be invoiced to the customer based on the concluded contract.

5.9 If a purchase, rental, leasing or other contract has been concluded between the contractual parties that declares that the parties will split the payment of the brokerage fee, the amount stated under point 5.2 of these terms and conditions is divided between them.

5.10 The real estate company has the right to be remunerated with the whole amount also if that the customer or third party withdraws from the contract about the real estate.

5.11 The real estate company and the customer agree that the real estate company is entitled to the brokerage fee also, if the customer finds a third party himself and concludes a contract about the real estate in question. The brokerage fee from the previous sentence has to be based on provided business and cannot exceed a quarter of the brokerage fee set in the contract. If the third party is a close relative of the customer, the customer has to pay the whole amount of the agreed brokerage fee.

5.12 The real estate company is entitled to be paid the brokerage fee in cases when the customer or his close relative concludes a contract about the real estate in question with a third party and the real estate company put the customer in contact with this third party, if the contract is concluded within six months after the end of the brokerage contract.

5.13 In case of a real estate swap, it is considered as if two services were provided. If the same real estate is initially rented and later sold, the real estate company is entitled to be paid its brokerage fee for the rental and then sale.

6. REIMBURSEMENT OF COSTS

6.1 In accordance with Article 848, paragraph 2 of the Code of obligations, if not stated otherwise in the brokerage contract, the real estate company is entitled to be reimbursed for the costs that occurred while performing the services under point 3 of these terms and conditions, and this is valid also in the cases when the contract about the real estate in question is not concluded. This way the costs that occurred during the performance of the brokerage contract are reimbursed. The amount of the costs is set in the price list of the real estate company. The costs under this point include: costs for taking the real estate for sale, costs for advertisement and advertising, consulting fees and the cost of acquiring the documents

needed for the sale of the real estate, checking the documents, checking the legal state and current state of the real estate (public land registers, registers, documents, notifying the parties), costs of organising viewings of the real estate, safekeeping of certificates, safekeeping of funds on the escrow account, administrative costs etc.

7. SAFEGUARDING THE INTERESTS OF THE CUSTOMER AND THIRD PARTY

7.1 During the performance of its brokerage services the real estate company has to inform the customer in an appropriate way about the circumstances that are essential for the fulfilment of the customer's interests.

7.2 The real estate company has to safeguard the interests of the third party who it put into contact with the customer, and act impartial, except if the real estate has been explicitly instructed to act on behalf of the customer only and represent his/her interests only. If the real estate company is, based on an agreement with the customer or the investor, exclusively representing the customer's interests only, the real estate company has to inform the third party who it puts into contact with the customer about the fact that it is acting as a representative and not a broker.

7.3 In order to safeguard the interests of the customer and the third party, the real estate can conduct an appropriate investigation and, if allowed, demand information from the Bank of Slovenia about locked accounts of natural persons who act as the customer or third parties in the estate brokerage.

7.4 When the real estate company is providing brokerage services for a customer who wants to remain anonymous, the real estate is not obliged to reveal the identity of the customer to the third party who wants to conclude a contract with the customer about the real estate in question up until the conclusion of the contract.

8. ESCROW ACCOUNT

8.1 Within the scope of the contract about the real estate in question, the real estate company can safe keep funds for the customer or third party if it concludes a contract about an escrow account with the bank and if the customer or third party authorizes it to do so.

9. LIABILITY INSURANCE

9.1 The real estate company has arranged a professional liability insurance. The insurance covers the liability for damage caused to the customer or third party due to breach of brokerage contract on the territory of the Republic of Slovenia. The title of the insurance, the insurance policy number, and the insured amount are stated in the brokerage contract.

10. EXCLUSIVE BROKERAGE CONTRACT

10.1. If the customer and the real estate company conclude an exclusive brokerage contract for the real estate, the customer is not allowed to conclude another brokerage contract for the same real estate with another real estate company or another person during the duration of the contract, and is not allowed to advertise, rent or sell the real estate in question. The customer is obliged to notify the real estate company about all parties or persons who put themselves into contact with him regarding the real estate which is subject to the brokerage contract. If the customer does not fulfil his obligations or violates them, he is obliged to come up for the total cost for all damages that the real estate company suffers due to his/her behaviour. The costs under this point include: costs for taking the real estate for sale, costs for advertisement and advertising, consulting fees and the cost of acquiring the documents needed for the sale of the real estate, checking the documents, checking the legal state and current state of the real estate (public land registers, registers, documents, notifying the parties), costs of organising viewings of the real estate, safekeeping of certificates, safekeeping of funds on the escrow account, administrative costs etc.

10.2 The real estate company and the customer can agree to sign a brokerage contract which makes the real estate company the sole representative. This is done by referring to the real estate company as the "sole representative". In this case the customer is not allowed to conclude a contract with any other real estate company, but can sell the real estate on his/her own not using the same way of advertising as the real estate. If the customer does not fulfil his obligation, he has to pay the brokerage fee regarding the concluded contract about the real estate that the real estate company brokered for during the duration of the brokerage contract. In this case the brokerage fee is calculated based on the determined starting price in the brokerage contract.

11. TRANSFERRING THE BROKERAGE SERVICES

11.1 Upon agreement with the customer, the real estate company can transfer its brokerage services onto other real estate companies.

11.2 In the case of a transfer of the brokerage services onto another real estate company, the customer stays in the contractual relationship only with the real estate company that he/she concluded the brokerage contract with. The real estate company must provide a list of the other real estate companies that it has transferred the brokerage services to.

12. OTHER OBLIGATIONS OF THE CUSTOMER

12.1 The customer has to provide all available documents about the brokered real estate to the real estate company (ownership proof, abstract of title, contracts, building permit, information on location and other documents).

12.2 The customer bears the liability for the accuracy, exactness, and wholeness of the submitted information and documents (the customer especially bears the liability for mistakes or faultiness of the information or documents and guarantees that he is not informed about any material or legal inaccuracies about the real estate). If the customer does not possess the required documents or if they are not organised appropriately, the real estate company can get them or organise them based on a contract about additional services; the costs and fees for these additional services are not included in the brokerage fee and have to be paid by the customer separately. In this case the customer is also obliged to inform the real estate company about the mistakes or faultiness of the acquired certificates and documents.

12.3 The customer has to immediately, but not later than within 8 (eight) days after the changes, inform the real estate company in writing about the changes of his interests (selling price, move-in date etc.) and about other possible changes of the current condition or legal status of the real estate in question.

12.4 In case the customer wants to sell the real estate himself/herself or with the help of another real estate company, he/she will do this under the same conditions as set in the brokerage contract;

12.5 In case the customer finds a third party, and concludes a contract or preliminary contract about the concerned real estate himself/herself or with the help of another real estate company, he/she will inform the real estate company immediately, but not later than within 8 (eight) days after the conclusion of such a contract or preliminary contract in writing and provide a copy of the contract.

12.6 The customer is obliged and bears the responsibility to negotiate with the third party about the brokered real estate only in the presence of a representative of the real estate company.

12.7 The customer will actively cooperate with the real estate company during the duration of the brokerage contract, and help to sell the real estate in the shortest time. If the customer does not allow the real estate company to show the real estate to the third person in his/her absence, he/she has to make sure that he will be always available to show the real estate to the third party together with the real estate company.

12.8 The customer will pay the brokerage fee to the real estate company at the same moment when the purchase, rent, exchange, leasing or any other contract is concluded based on which it is assumed that the real estate was brokered with the help of the real estate company and that the real estate company contributed to this event. If the real estate company is not present during the signing of the purchase or any other contract under point 1, the customer has to inform the real estate company about the signing not later than on the next working day.

12.9 If the real estate company notifies the customer about an offer of a third party about the purchase or swap or rental/leasing of the real estate brokered by the real estate company, the customer is obliged to approve or decline the offer within 48 hours after receiving such a notification.

12.10 The customer has to do everything in his power, to fulfil the requirements of the Slovenian Energy Act (EZ-1) (official journal of the Republic of Slovenia nr. 17/14) in order to arrange a successful brokerage of the real estate, meaning: when selling the building or a part of the building or when concluding a rent contract, the owner (the seller or lessor) has to make sure before the conclusion of the contract that the advertisement includes the energy indicators about the energy efficiency of the building or its part from the energy certificate. The real estate company does not bear any responsibility or any payments of fines if the customer (owner – seller or lessor) does not provide the information from the energy certificate or a copy of the certificate.

13. UNJUST ACTIONS OF THE CUSTOMER

13.1 The customer is obliged to come up for the damages caused by breaches of the brokerage contract.

13.2 Serious breaches of contract are:

1. the customer prevents the real estate company from organising viewings of the real estate without any reason;
2. the customer violates the agreements on the exclusivity of the brokerage contract;
3. the customer sells the real estate himself/herself or with the help of another real estate company under better conditions than set in the brokerage contract;
4. the customer does not notify the real estate company at all or not in time about the conclusion of a contract or preliminary contract about the concerned real estate with a third party who he/she found himself, or does not provide a copy of this contract to the real estate company in time or not at all;
5. the customer does not take part in the negotiations about the conclusion of a contract about the real estate with a third party who was put into contact with him/her by the real estate company or does not want to conclude the contract without any reason;

6. the customer shares information and data that are confidential and are considered a business secret to third parties.

14. RIGHT TO COLLECT DATA

14.1 The customer allows the real estate company with highest consideration of the contract to collect data about the purchased, sold or rented real estate at the competent tax authority, from the land register or from the register of rental contracts and other data needed to conclude the contract.

14.2 In case the customer retreats from the brokerage contract or does not conclude any contracts about the real estate in question, the real estate company can perform all required investigations in order to learn about other concluded contracts about the real estate in question.

15. OBLIGATIONS IN ACCORDANCE WITH THE LAW ON PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

15.1 In accordance with the law on prevention of money laundering and terrorist financing, the real estate company must investigate the customer before concluding any business relations and transactions exceeding the statutory amount and other cases that are determined by other provisions. The real estate has to check the following:

1. the identity of the customer;
2. the owner of the customer if the customer is an entity;
3. the data about the purpose and intention of the business relation or transaction and other data in accordance with the law;
4. regular monitoring of the business activities conducted by the customer with the real estate company.

15.2 The customer was informed that in order to fulfil its obligations under the previous point, the real estate company has the right to obtain and check the following personal data about the customer and his/her legal representative (by checking the identity document):

1. surname and name,
2. permanent or temporary address;
3. date and place of birth,
4. tax number and
5. number, type and title of the issuer of the identity document.

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

16.1 All information and data received by the customer from the real estate company are confidential and are considered a business secret except for information and data which are publicly available.

16.2 Due to the fulfilment of obligations in accordance with the brokerage contract and the obligations in accordance with the law on prevention of money laundering and terrorist financing, the real estate company can check and copy the data from the identity card or passport (surname and name, permanent or temporary address, date and place of birth, and number, type and title of the issuer of the identity document).

16.3 If the nature of a particular business demands it (e.g. authentication of the customer's or a third party's signature etc.), the real estate company can make a copy of the identity document with the permission of the owner of the document.

The real estate company shall note the following on the document copy:

1. that this is a copy,
2. its name,
3. the intended purpose of the copy,
4. the legal ground for the copy – the written permission of the document owner shall be clearly noted.

16.4 The real estate company is not allowed to distribute the reproduce the identity document of the customer. The real estate company is not allowed to keep the copy of the identity document in electronic form.

16.5 The real estate company is obliged to protect the personal data in accordance with the provisions on the protection of personal data. All personal data can only be used for the conclusion, performance, amendment and termination of the brokerage contract about the real estate in question. Every other use of personal data requires the written permission of the customer in advance.

17. CONTRACTUAL PERIOD AND CONTRACT TERMINATION

17.1 The brokerage contract is concluded for a limited period of nine (9) months, except in cases when the parties agree on a shorter period.

17.2 After this period, the parties can conclude a new brokerage contract.

17.3 The contract is terminated:

1. after the agreed period,
2. through a contract termination,
3. if the brokerage contract is fulfilled, and
4. in other cases, determined by law.

17.4 The parties can always terminate the contract, if it contradicts the good faith. The termination has to be handed in in writing.

17.5 The customer is obliged to inform the real estate company immediately, but not later than 48 hours after the conclusion of the contract with another person, who was not introduced by the real estate company, and about the details on this business. In this case the customer is obliged

to hand over a copy of the contract to the real estate company, otherwise he/she bears all the costs for further advertising and brokerage, whereby the costs are not allowed to exceed a quarter of the intended brokerage fee.

18. APPLICABLE LAW

18.1 For the assessment of the brokerage contract and the general terms and conditions as well as other questions not defined by the general terms and conditions, the codex of approved commercial usage for estate brokerage, which was approved by the Association of real estate companies at the Chamber of commerce and industry of Slovenia, and the Slovenian law the conflict-of-law rules apply.

19. SETTLEMENT OF DISPUTES

19.1 Eventual disputes arising from or in connection with this brokerage contract are resolved by the contracting parties by mutual agreement.

19. In the event that no agreement is reached, the court in Maribor is declared competent in case of contracts with consumers.

19.3 If a mutual agreement is not reached, the parties agree that in case of contracts with economic entities every disagreement, dispute or claim

arising from or in connection with the contract or with the breach, termination or invalidity of this contract, will be solved by a senate consisting of three arbitrators or an individual arbitrator in accordance with the rules of the Permanent court of arbitration at the Chamber of commerce and industry of Slovenia.

20. VALIDITY AND PUBLICATION OF THE GENERAL TERMS AND CONDITIONS

20.1 The general terms and conditions become effective on January 30th 2018.

20.2 The currently valid general terms and conditions are published in the premises of the real estate company and on the website www.c21.si.

20.3 Should individual clauses of this agreement be or become invalid, this does not affect the contract. The parties to the agreement undertake to replace the invalid clause with one they would have chosen if they had been aware of the reason for such invalidity on signing the agreement. The same applies in the event of invalidity and in the event of urgent amendments of the individual agreements.

In Ljubljana 30.1.2018

Aeon nepremičnine d.o.o.
Manager
Andreja Trafela