

GENERAL OPERATING CONDITIONS

General operating conditions determine the business relation between KMG Usluge d.o.o. (hereinafter referred to as: the Agency) and a physical or legal person (hereinafter referred to as: the Client). The Agency is an authorized company that meets the requirements for providing brokerage services in real estate business and is entered in the Register of Real Estate Agencies at the Croatian Chamber of Commerce. With the formation of the Brokerage Contract, the Client accepts that they are familiar with and in agreement with all the terms and conditions of the Agency.

OFFER

The offer produced by the Agency contains information that is received in either written or oral form, and is also conditionally confirmed. The Agency retains the right for there to be possible mistakes/errors in the description and price of the property, the possibility that the advertised property has already been rented out, or that the property owner has withdrawn from the rent/lease of their property.

The Client must treat the offer, as well as all information, provided by the Agency as confidential and shall only disclose it to a third party with the Agency's written consent.

If the Client is already familiar with the property that the Agency has offered, he is obliged to inform the Agency immediately.

THE RIGHTS FOR FEES

The Agency realises the right to the full fee when the brokerage work is concluded – immediately upon signing of the Lease Agreement and it is paid in accordance with the Brokerage Contract.

BROKERAGE FEE

Brokerage fee is a percentage of the monthly rental sum and this is calculated in the following way:

COMMISSION FROM THE LESSOR

- **New Contract - For a lease of 1 up to 5 years** the fee equates to 100% of the agreed monthly rental or lease amount + VAT for the initial contracted period.
- **New Contract - For a lease over 5 years** the fee equates to 150% of the agreed monthly rental or lease amount + VAT for the initial contracted period.
- **Short Term Lease** - the agency fee is charged proportionally to the duration of stay + VAT
- **Contract extension** – In the situation where the Lessee extends the contract beyond the original lease period, the Lessor will pay to the Agency 20% of one (1) months' rent.
- **Contract Renewal** – If the Lessee or the Lessee's company renew the rental contract for a replacement member of staff, the Lessor will pay the Agency fees as per a new contract.

COMMISSION FROM THE LESSEE

- **New Contract - For a lease of 1 up to 5 years** the fee equates to 100% of the agreed monthly rental or lease amount + VAT for the initial contracted period.
- **New Contract - For a lease over 5 years** the fee equates to 150% of the agreed monthly rental or lease amount + VAT for the initial contracted period.
- **Short Term Lease** - the agency fee is charged proportionally to the duration of stay + VAT
- **Contract Renewal** – If the Lessee or the Lessee's company renew the rental contract for a replacement member of staff, the Lessor will pay the Agency fees as per a new contract.

Amendments, Contract Extensions and Contract Renewals

The Agency is responsible for any change request to the rental contract.

In Zagreb, 01.10.2008
KMG Usluge d.o.o.

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