

In accordance with the provisions of the Real Estate Brokerage Act (OG 107/07, 144/12, 14/14), the real estate agency IMAGO LITORIS d.o.o. adopts:

GENERAL TERMS AND CONDITIONS

1. GENERAL PROVISIONS

The General Terms and Conditions govern the business relationship between the real estate agency Imago Litoris d.o.o. (hereinafter: the Agency) and the principal (natural person or legal entity). At the time of concluding the mediation contract, the client is aware of and agrees to this General Terms and Conditions and its provisions.

Certain terms in the sense of these General Terms and Conditions have the following meanings:

- Real estate broker is the agency Imago Litoris d.o.o., a real estate brokerage agency that meets the conditions for real estate brokerage determined by the Law on Real Estate Brokerage (hereinafter: Mediator).
- Real estate brokerage agent is a natural person registered in the Directory of real estate brokerage agents.
- Real estate brokerage are the actions of real estate brokers concerning the connection of the principal and a third party and negotiations and preparations for concluding legal transactions which are the subject of a particular real estate, especially when buying, selling, exchanging, renting, leasing, etc.
- The principal is a natural or legal entity who enters into a written brokerage agreement with a real estate agent (seller, buyer, lessee, lessor, tenant and other possible participants in real estate transactions - hereinafter: the Principal).
- A third party is a legal entity or a natural person that a real estate agent seeks to connect with the principal for the purpose of negotiating the conclusion of legal transactions to which the subject is a certain real estate (hereinafter: the Third Party).

2. REAL ESTATE OFFER

The Agency's real estate offer is based on data received in writing and orally from the owners of real estate offered for sale, rent, lease, exchange, as well as on data received by written or oral order of the principal.

The broker is not responsible in case of an error in the description or price of the property and is not responsible in case of withdrawal of the property owner from the mediated legal transaction.

The offers and notifications of the Agency must be kept as a business secret by the recipient (principal) and may only be transferred to a Third Party with Agency's written approval. If the recipient of the offer was acquainted with the real estate offered to him by the Agency before, he is obliged to inform the Agency without delay.

3. REAL ESTATE BROKERAGE AGREEMENT

The Real Estate Brokerage Agreement (hereinafter: the Agreement) obliges the Mediator to seek and bring into contact with the Principal a Third Party for the purpose of negotiating and concluding a certain legal transaction on the transfer or establishment of a certain right to real estate and / or in connection with real estate , and the Principal undertakes to pay him a certain brokerage fee if the legal transaction is concluded.

At the insistence of the seller, the Mediator may, on the basis of his verbal order, perform the service of advertising the real estate on its website and other advertising channels, before concluding the Agreement. In that case, the seller undertakes to enter into a contract with the mediator subsequently, that is when the Mediator brings in contact with the seller a third party for the purpose of negotiating the conclusion of a legal transaction.

The contract is concluded in writing and for a certain period of time. If the contracting parties do not agree on the term for which they conclude the Agreement, it is considered that the Agreement has been concluded for a certain period of 12 months and may be extended several times by agreement of the parties.

4. TERMINATION OF MEDIATION AGREEMENT

A mediation agreement concluded for a definite period of time shall terminate upon the expiration of the term for which it was concluded, if the agreement for which the mediation was for was not concluded within that period or by termination of either party.

The Principal is obliged to reimburse the Mediator for the costs incurred for which it was otherwise explicitly agreed that the Principal pays them separately.

The contract may not be terminated during negotiations with a third interested party brought in by the Mediator.

If within 12 months after the termination of the brokerage agreement the Principal concludes a legal transaction resulting from the mediator's actions before the termination of the brokerage agreement, he is obliged to pay the Mediator a full brokerage fee, unless otherwise agreed in the contract.

5. EXCLUSIVE MEDIATION

By the agreement on exclusive mediation, the principal undertakes not to hire any other mediator for the mediated business.

When concluding the Agreement on Exclusive Mediation, the Mediator is obliged to warn the principal of the meaning and legal consequences of this clause.

If during the duration of the Exclusive Mediation Agreement the Principal has entered into a legal transaction through the another mediator, for which the exclusive Mediator was given a mediation order, he is obliged to pay the exclusive Mediator the agreed brokerage fee and possible additional actual costs incurred during mediation for listed mediated business.

An agreement on exclusive mediation concluded for a definite period of time shall terminate upon the expiration of the term for which it was concluded, if the agreement for which mediation was for was not concluded within that period or by the termination of either of the contracting parties.

6. OBLIGATIONS OF REAL ESTATE MEDIATORS

The mediator is obliged to perform the following in particular when mediating for the conclusion of a contract of sale, lease agreement or lease of real estate:

1. Try to find and bring into contact with the Principal a person for the purpose of concluding an intermediary transaction
2. Familiarize the client with the average market price of a similar property
3. Obtain and inspect documents proving ownership or other real right to the real estate in question and warn the Principal of:
 - obvious shortcomings and possible risks related to the unregulated land registry condition of the real estate,
 - registered real rights or other rights of third parties to real estate,
 - legal consequences of non-fulfillment of obligations towards a third party,
 - deficiencies in the construction and usage permit in accordance with a special law,
 - circumstances of the obligation to apply the right of first refusal and restrictions in legal transactions in accordance with special regulations
4. Perform the necessary actions for the presentation of real estate on the market, advertise the property in an appropriate manner and perform all other actions agreed in the real estate brokerage contract that exceed the usual presentation, for which he is entitled to special, pre-stated costs
5. Organize an inspection of the property,
6. If the subject of the contract is land, check the purpose of the land in question in accordance with the regulations on spatial planning relating to that land and inform the interested parties
7. To keep the personal data of the Principal and , upon the written order of an employer, to keep as a business secret the data on the real estate for which he mediates or the connection with that real estate or with the scoundrel for which he is mediating
8. Inform the Principal of all circumstances relevant to the intended work that are known to him or must be known to him,
9. To acquaint the Principal with the provisions of the Act on the Prevention of Money Laundering and Terrorist Financing (OG 108/17)

With the cooperation and notification of the Principal, if he has specifically committed to it:

10. Mediate in negotiations and try to reach a legal deal
11. Organize the verification of the signatures of the contracting parties with the Notary Public
12. Attend the conclusion of a legal transaction (pre-contract and contract)
13. Attend the handover of the real estate that is the subject of the legal transaction with the compilation of the handover record

7. OBLIGATIONS OF THE PRINCIPAL IN REAL ESTATE TRANSACTIONS

By concluding a brokerage agreement with the mediator, the principal assumes the following obligations:

1. Inform the Mediator about all circumstances that are important for the mediation and provide accurate information about the property and, if so, provide a location, construction or usage permit for the property that is the subject of the agreement and provide the mediator with evidence of fulfillment of obligations to third parties.
2. Give the mediator documents proving his ownership of the real estate, or other real right on the real estate that is the subject of the agreement and warn the mediator of all registered and unregistered encumbrances that exist on the real estate.
3. Provide the mediator and a third party interested in concluding the brokerage deal with a tour of the property.
4. Inform the Mediator of all relevant information about the requested property, which in particular includes a description of the property and the price.
5. After concluding the mediated legal transaction, that is the pre-contract by which he undertook to conclude the mediated legal transaction, if the Mediator and the Principal agreed that the right to payment of the brokerage fee is acquired upon concluding the pre-agreement
6. If expressly agreed to reimburse the Mediator for costs incurred during the mediation in excess of the usual costs of the mediation
7. Inform the Mediator in writing about all changes related to the business for which he has authorized the mediator, and especially about changes related to the ownership of real estate.

The Principal is not obliged to enter into negotiations for concluding a brokered deal with a Third Party found by the Mediator, nor to enter into a legal deal. The principal will be liable to the mediator for damages, if he did not act in good faith and is obliged to reimburse all costs incurred during the mediation, which may not be less than 1/3 nor greater than the agreed brokerage fee for the mediated work.

The Principal will be liable for damages if he did not approach it in good faith, if he failed to provide or provided incorrect information relevant to the brokerage business in order to complete the brokerage business.

8. MEDIATOR FEE

The Mediator acquires the right to compensation in full after concluding the contract for which he mediated, unless the mediator and the principal have agreed that the right to payment of compensation is acquired already at the conclusion of the pre-contract.

The agreed brokerage fee includes the execution of the actions of the Mediator listed in item 6 of these General Terms and Conditions.

The amount of the brokerage fee is determined by the brokerage agreement as a percentage of the achieved purchase price of the real estate, that is, in the case of concluding a lease or rental agreement, in the amount of monthly rent or lease, except in the case of concluding a lease or lease agreement

concluded for 36 months (3 years) and longer, in which case the brokerage fee is at least 150% of the amount of monthly rent or lease.

PRICE LIST OF AGENCY SERVICES

The price list of brokerage commissions for brokerage activities during purchase, exchange, lease and rental is in accordance with Art. 27 and 28 of the Law on Real Estate Brokerage.

PURCHASE AND SALE

Highest total commission 6%

Lowest total commission 2%

SALE

Real estate brokerage commission (charged from the seller)

The amount of the commission is 2–4% of the realized purchase price, that is in a larger amount if so agreed in the brokerage agreement.

BUYING

Brokerage commission when buying real estate (charged from the buyer)

Commission amount: 2 - 4% of the realized purchase price, that is, in a larger amount if it is agreed in the brokerage contract.

REAL ESTATE REPLACEMENT

When exchanging real estate, each party pays an agency commission for the real estate acquired in exchange, in a minimum amount of 2% or more if agreed in the brokerage agreement, and the percentage is calculated from the value of real estate acquired by each party through exchange.

RENTING AND LEASING

For the Lease Agreement, the Landlord / Landlord pays the Mediator a commission in the amount of one monthly rent / lease, except in the case of concluding a lease agreement concluded for a period of 36 months (3 years) and longer, in which case the brokerage fee is minimal 150% of the monthly rent / lease amount.

The Lessee and the Lessee do not pay the agency commission, unless the Lessee or the Lessee has given an oral order to the Real Estate Demand Agent. In that case, he pays a commission to the Mediator in the amount of the monthly rent / lease, that is, in the amount of at least 150% of the amount of the monthly rent in the case when the lease agreement is concluded for a period longer than 36 months.

In the case of performing activities that are not covered by item 6 of the General Terms and Conditions based on the request of the Principal, the amount of the brokerage hourly rate is HRK 250.00 (in words: two hundred and fifty kunas). In the case of performing actions that are not covered by item 6 of the General Terms and Conditions based on the request of the Principal, he is obliged to reimburse the Mediator in addition to the fee for the spent brokerage hour and the actual costs of performing these actions.

The withdrawal of the Principal or a Third Party with whom the Principal has entered into a preliminary agreement in relation to the real estate subject to mediation does not affect the Principal's obligation to pay the Mediator a mediation fee in the amount and in the manner specified in this Article and the brokerage agreement.

The Principal is obliged to pay the Fee to the Mediator, and when he has concluded a legal transaction with a Third Party pointed out to him by the Mediator, and with whom the Mediator has brought him into contact, and which legal transaction achieves the same purpose as mediated legal transaction or the subject of the legal transaction is the real estate that is the subject of mediation.

It is considered that the Mediator has enabled the Principal to contact a third party if:

- directly took or sent the Principal to inspect the real estate in question
- organized a meeting between the Principal and the Third Contracting Party for the purpose of negotiating the conclusion of a legal transaction,
- communicated to the Principal the name, telephone number, fax number, email address of the Third Party authorized to enter into a legal transaction or communicated the exact location of the requested real estate.

The Principal undertakes to pay the Mediator a Fee and in the event that the agreement for the mediated legal transaction with the Principal concludes, that is, if the purchase price, rent or lease price, is paid by any natural or legal person related to marriage, extramarital or family, membership or with management bodies of legal entity, or in any other way with a third party, buyer, seller, lessor, lessee, lessor or lessee, which the Mediator has brought into contact with the Principal for the purpose of concluding a sales contract or for any other intermediary business, regardless of whether related person himself participated in the negotiations regarding the conclusion of a sales contract or any other mediated transaction.

MATERIAL COSTS NOT INCLUDED IN MEDIATOR FEE

The agreed brokerage fee does not include the costs of settling court fees for registration, pre-registration and notation, notary fees for certification of signatures on documents, settlement of fees for obtaining a title deed, copies of cadastral plan, identification, transfer of mortgage to change mortgage debtor, fees, certificates and other documents in connection with the concluded legal transaction which realizes the interest of the Principal (seller / buyer), but it is exclusively principal's obligation.

9. FINAL PROVISIONS

The General Terms and Conditions are published on the official website of the Mediator **www.croproservice.com** and are available at the Agency's headquarters. All amendments to the General Terms and Conditions shall be drawn up by the Mediator in writing and published in the manner referred to in the previous paragraph.

For everything that is not explicitly determined by these General Terms and Conditions, the Real Estate Brokerage Act, the Civil Obligations Act, and other legal regulations will apply.

The General Terms and Conditions apply from June 8, 2018

Split, October 4, 2018,
Revision, 01.04.2021. years

IMAGO LITORIS d.o.o. for tourism and trade
A.B.Šimića 68, Split (headquarters)
Frana Supila 26, Split (office)
OIB: 81635815635

INFORMATION ON PROCESSING AND PROTECTION OF PERSONAL DATA

Agency Imago Litoris d.o.o. is responsible for respecting the principles of privacy. The collection and processing of personal data is determined by the Law on Real Estate Brokerage, the Law on Prevention of Money Laundering and Terrorist Financing and the Law on Personal Data Protection.

By sending an inquiry, signing an agreement or direct contact, the Principal agrees to voluntarily make available its data and / or data of the company it represents or represents, which are necessary for the performance of real estate brokerage services, to Agency Imago Litoris d.o.o.. The principal allows the same to be used in order to protect personal interests in all business contracts with the agency Imago Litoris d.o.o.

Agency Imago Litoris d.o.o. undertakes to provide protection of personal data of its clients, by collecting only the necessary, basic data on clients, that is on buyers / sellers and landlords / tenants that are necessary for the fulfillment of their obligations; informs the mentioned parties about the way of using the collected data, gives the same clients the possibility to choose about the use of their data. All customer data is strictly kept and is only available to employees who need this information to do the job. All employees of the Agency Imago Litoris d.o.o. are responsible for respecting the principles of privacy protection. The way in which the collected data is processed implies the storage, recording, organization, insight and transfer of personal data to the agency Imago Litoris d.o.o. during the duration of the business relationship, but also after the termination of the business relationship with the principal, during the period in which Imago Litoris d.o.o. obliged to keep individual documentation.

I. NAME AND CONTACT DETAILS OF THE PROCESSING MANAGER

The head of personal data processing is the agency

IMAGO LITORIS d.o.o. for tourism and trade
A.B.Šimića 68, Split (headquarters)
Frana Supila 26, Split (office)
OIB: 81635815635
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e-mail: info@croproservice.com

The processing of clients' personal data is performed by the employees of the Imago Litoris d.o.o.

II. PURPOSE OF PROCESSING

The purpose of collecting and processing personal data is necessary for the realization of the mediation service. All personal data that Imago Litoris d.o.o. collects for the purpose of the mediation service, are protected and their processing will not be accessed if it is not necessary for the realization of the requested service, if the processing is not legally conditioned, or if there is no legitimate interest in it.

III. DESCRIPTION OF RESPONDENT CATEGORIES AND PERSONAL DATA CATEGORIES

Categories of respondents of which the agency Imago Litoris d.o.o. collects personal data are all clients who want to establish a business relationship for services for which the company is legally registered,

eg mediation in the sale and lease / rental of real estate, market valuation, consulting... How the Agency can establish a business relationship with the client and provide quality service , it is necessary to collect personal data.

Without consent to the collection of the following personal data, the Agency will not be able to provide its services:

- name and surname, address,
- OIB,
- telephone number and e-mail address
- possibly some other personal data for which there is an obligation to collect in accordance with the Law on Prevention of Money Laundering and Terrorist Financing and the Law on Real Estate Brokerage.

Your personal data is collected and entered into:

- brokerage agreement
- field form in which details of the real estate you are selling or wishes and needs when buying are entered
- database on the internal server
- newsletter database

In addition to personal data provided voluntarily by the client, publicly available data on real estate from publicly available registers (e-cadastre and e-land books) are collected, which may contain personal data of the client if he is the same property owner or personal data on another property owner.

Agency Imago Litoris d.o.o. when collecting personal data, has the principle of collecting the minimum required number of personal data for a particular purpose is followed, and personal data are collected and processed with the aim of contracting the service and establishing a contractual relationship and fulfilling the contractual obligation. The amount of data collected depends on the requested service or product (eg brokerage, purchase, lease, rental, business and technical cooperation contracts, etc.). In the event that the principal provides information about personal data that is not his, he is obliged to inform the person whose personal data he has provided.

IV. CATEGORIES OF RECIPIENTS TO WHOM PERSONAL DATA HAVE BEEN DISCLOSED OR WILL BE DISCLOSED

Personal data collected from clients are available to employees of Agency Imago Litoris d.o.o. in case of concluding a business or technical cooperation agreement, there is a possibility for the Agency to forward the principal's personal data to an external associate who has professional competencies and who provides sufficient guarantees to ensure appropriate personal data protection measures and with whom the Agency has signed a cooperation agreement and all for providing faster and better services, such as providing data to a law firm for the purpose of drafting sales documents.

V. DEADLINES FOR DELETION OF DIFFERENT CATEGORIES OF DATA, IF POSSIBLE

Personal data are kept for a period of time : either by a certain regulation (eg the Law on Prevention of Money Laundering and Terrorist Financing, the Law on Accounting, etc.) or no longer than is necessary to achieve the purpose for which they were processed, if the storage period is not prescribed or a minimum retention period is prescribed. In particular, customer data is generally retained for a period of time in accordance with the retention periods prescribed by the Law on the Prevention of Money Laundering and Terrorist Financing, which is 10 years after the end of the year in which the business relationship ended. Likewise, personal data may be processed for a longer period of time if this is necessary for some other justified purposes (eg for the purposes of court and other legal proceedings, etc.). Data retention periods in cases of processing for which the retention period is not prescribed by law, may be longer or shorter than the aforementioned deadlines, and this period is determined by Imago Litoris d.o.o. as processing manager. In this case, the data is stored only as long as necessary for the purpose for which personal data are processed.

VI. GENERAL DESCRIPTION OF TECHNICAL AND ORGANIZATIONAL SAFETY MEASURES

The business of Imago Litoris d.o.o. in the processing and protection of personal data is harmonized with the legal regulations governing the processing of personal data. The Agency, in the domain of its capabilities, takes technical and organizational measures regarding the protection of personal data of its clients. Employees have only the information they need to do their job. Also, the task of employees is to be familiar with the measures and importance of personal data protection of respondents, as well as to further educate themselves about it.

VII. CUSTOMER RIGHTS

The protection of personal data includes the following rights of the client, which are:

- request access to their personal data and the purpose of their processing, data categories and potential recipients who process them
- request the correction of incorrect personal data
- request the deletion of data that are not necessary in relation to the purpose for which they were collected or limit the purpose of processing the transferred personal data, if there is a valid reason for that
- object to the processing or transfer of data to third parties
- revoke the consent on the basis of which personal data are processed, after which the Agency ceases to process personal data for the purpose for which the consent was granted
- request the transfer of your data to another controller

In case you want to realize any of these rights, and all the prerequisites are met, the request for the realization of rights should be sent in writing to the e-mail address: **info@croproservice.com** or by mail to the address IMAGO LITORIS d.o.o. for tourism and trade, Frana Supila 26, Split (office)

Agency Imago Litoris d.o.o., as the controller, reserves the right to prevent the deletion of personal data, to refuse to limit the purpose or to prevent the transfer of data to third parties if it cannot fulfill the requested service or if storage of certain personal data prescribed by a special law and is obliged to keep them for the same reason.

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