

GENERAL TERMS AND CONDITIONS of real estate brokerage

MEANING OF TERMS (in alphabetic order)

Client is a natural or legal person who signed a brokerage agreement with the Agency.

Real estate company (hereinafter the Agency) is the company Reconsult & partners d.o.o., Stegne 33, 1000 Ljubljana, Slovenia/EU.

Agency acting as a Broker is a company that takes care to protect the interests of both the client and the third party between whom it has established the contact in equal measure and acts impartially in doing so.

Agency acting as a representative (Agent) is a company that takes care to protect the interests of the client alone, based on the agreement with the client. It must clearly and in writing advise the third party between whom it has established the contact that it is acting in the role of a representative.

Real estate broker is a professional who has obtained a real estate license and has been entered in the register of real estate brokers at the relevant ministry and conducts brokerage for the Agency.

Written communication is the communication via the agreed addresses (regular mail and e-mail).

Brokerage agreement is an agreement which binds the Agency on behalf of the client to endeavor to find and establish the contact with a third party that shall negotiate with the client in order to conclude the relevant agreement. The client, on the other hand, is bound to pay the Agency the fee if the relevant agreement is signed.

The relevant agreement is a sales and purchase or lease agreement concluded between the client and the third party with which the contact was established by the Agency.

Fee is the agreed payment for the services of brokerage or representation in the sale, purchase, lease or rent of the real estate.

Establish the contact means any action by the Agency based on which the client is informed of the existence of an interested third party or real estate, with whom or for which the client signs the relevant agreement; and particularly forwarding of the prospectus, the contact data, the notice of the existence of the real estate and other similar actions that may lead in concluding the relevant agreement.

Third party is a person that the Agency attempts to establish the contact with a client in order to negotiate the conclusion of the relevant agreement with the client in connection with real estate.

1. INTRODUCTION

These General Terms and Conditions regulate the legal relationship between the Agency and the client and, together with the applicable price list and a copy of the insurance policy, they are a constituent part of each brokerage agreement concluded by the Agency with the client.

On the premises where the Agency conducts business with customers, the actual General Terms and Conditions are available for inspection in a visible and accessible place, and they are also published on its website reconsult.si.

2. BROKERAGE SERVICES AND OBLIGATIONS OF THE AGENCY

The Agency undertakes to provide the following services on the basis of the concluded brokerage agreement to:

- establish the contact between the client and the third party which will negotiate with the client on the conclusion of the relevant agreement;
- check the legal and actual status of the real estate and inform the client of the established status, pointing out potential irregularities;
- organize the site visit of the real estate after signing the brokerage agreement and be present during such inspection by the client and third parties;
- co-operate in negotiations for concluding the relevant transaction (in the case when the client is a legal person this paragraph is valid on demand of the client only);
- marketing the real estate concerned;
- communicate with clients and third parties;
- written warnings, notices and confirmations;
- inform the client and the third party of the market conditions relevant to the determination of the price of the real estate that is the subject of brokerage;
- inform the client of the contents of the regulations concerning the conclusion of the brokerage agreement, as well as the amount of tax liabilities and the prices of notary services.

Any services not described in this item of the General Terms and Conditions are considered as Additional services and shall be subject to separate order and additional payment in accordance with the applicable price list of the Agency or previously presented offer which had been confirmed by the client.

The Agency shall be entitled to the payment for Additional services prior to their final implementation in accordance with the written agreement or any type of other written order between the parties.

3. FEE

The amount of the fee is determined by the parties in the brokerage agreement.

Pursuant to Article 25 of the Real Estate Agencies Act (hereinafter the ZNPosr), the Agency obtains the right to payment for the brokerage services when the parties sign the relevant agreement and is still entitled to the fee if the contracting parties later withdraw from the signed agreement.

The Agency has the right to the fee another six (6) months after the termination of the brokerage agreement in cases in which the client or their immediate family member(s) concludes the relevant agreement for the real estate or with the third party which was presented or the contact was established to the client by the Agency.

The Agency has the right to the fee defined in the brokerage agreement when the client is legal person and:

- when the client or its owner or representative owns other companies and the relevant agreement is signed by the client or the company (co)owned by the client or their owner or representative or an entity in any other legal form associated with the client. This is valid also in case when such agreement was concluded within eighteen (18) months after the termination of the brokerage agreement. In the case from this indent the client and the signatory of relevant agreement are liable for the amount of the fee. The same applies to the client's legal successors.;
- when the client extends the lease area in the period of twenty-four (24) months after the signing of lease agreement at which the Agency brokered, for the extended lease area.

The Agency does not have the right to the fee if it itself concludes relevant agreement for the real estate that was being brokered with the client, or if the relevant agreement is concluded with the client by a real estate broker who is conducting brokerage for the Agency.

4. OBTAINING THE RIGHT TO THE FEE IN THE CASE OF AN EXCLUSIVE AGREEMENT

With an exclusive brokerage agreement, the client and the Agency agree that during the term of validity of the brokerage agreement the client does not sign any brokerage agreement for the same real estate with another Agency and does not sign relevant agreements with third parties for the same real estate by themselves. In the case of an exclusive brokerage agreement, the client undertakes to refer all third parties that contact the client directly during the term of the exclusive agreement to the Agency.

If an exclusive brokerage agreement is signed with the client, the Agency shall also be entitled to the full fee if the client finds, by themselves, the third party with whom the relevant agreement for the real estate is signed.

5. OBLIGATIONS OF THE CLIENT

When signing the brokerage agreement, the client undertakes:

- to pay the Agency the agreed fee when the relevant agreement is signed;
- that all data procured and submitted to the Agency are true and valid and that they are not aware of any factual and legal defects that had not been disclosed to the Agency. In the opposite case, the client shall be liable for damages suffered by the Agency or any third party due to such fact;
- to immediately inform the Agency of any factual and legal defects and any other circumstances material to the provision of the brokerage services;
- to submit to the Agency the complete original documentation relating to the real estate that is the subject of brokerage (evidence of ownership, building permit and permit of use, location information, energy card and all other documents required in a real estate transaction, relating to the real estate); if the client does not have such document at their disposal or if they do not exist, this can be arranged or obtained by the Agency and is subject to the order of Additional services;
- to immediately inform the Agency if the third party previously introduced to the client by the Agency establishes contact directly with the client;
- to immediately inform the Agency in case of interest for concluding another relevant agreement for any other location that is owned by the third party with whom the Agency had in the past established the contact between the third party and the client and with whom the client has in the past already signed the relevant agreement at which the Agency brokered. If the client does not inform the Agency and nevertheless signs another relevant agreement from this paragraph, the Agency is entitled to the entire fee within a period of twenty-four (24) months from the signing of the relevant agreement at which the Agency brokered;
- to negotiate about the transaction with the third party referred by the Agency solely in the presence of the Agency (in the case when the client is a legal person this paragraph is valid on demand of the client only);
- in case the Agency is not present at the signing of the relevant agreement, to inform the Agency of such signature no later than within 72 hours of signing the relevant agreement and provide photocopy of the signed relevant agreement;
- to respond in writing for the presented offer for the real estate within 72 hours, unless stipulated otherwise in the brokerage agreement, whether the offer is accepted or not;

- to respond in writing regarding the presented third party interested in buying or leasing the real estate concerned within 72 hours of receiving the information, whether such third party is accepted or not. If this is not done even after additional 24 hours of receiving a written reminder from the Agency, it shall be deemed that the client has confirmed that the contact with such third party had been established by the Agency;
- to adopt a statement regarding the presented real estate for purchase or lease within 72 hours, namely whether the real estate is known to them or not. If this is not done even after additional 24 hours of receiving a written reminder from the Agency, it shall be deemed that the client has confirmed that the contact with such third party had been established by the Agency.

6. ELIGIBLE REAL ESTATE

The brokerage agreement between the Agency and the client shall also be deemed valid if the Agency presents to the client the real estate or establishes contact with a third party that does not correspond to the parameters set in the brokerage agreement, if the client finds it appropriate and/or agreeable.

7. DAMAGE LIABILITY OF THE AGENCY

In the provision of services or conduct of real estate brokerage, the Agency and the real estate broker shall act with due care and diligence.

The Agency shall be liable for potential damages caused to the client or a third party as result of breaching the brokerage agreement, which is insured by an insurance company, as indicated in the brokerage agreement. The liability of the Agency is always limited to the amount of the insurance sum.

8. DAMAGE LIABILITY OF THE CLIENT

A client who violates their obligations specified in Point 5 of these General Terms and Conditions does not act in good faith pursuant to Article 841 of the Code of Obligations and is liable for damages caused to the Agency.

An Agency that provided the brokerage service in such case shall be entitled to a fixed damage compensation (contractual penalty) in the amount of 1.5 times the lost fee to which the Agency would otherwise be entitled.

9. COLLECTION OF OVERDUE LIABILITIES

The client is informed that the business practice of the Agency is to collect the overdue liabilities on the 15th day after the due date of the invoice; on the 8th day after the due date of the invoice, the Agency shall send a notice - reminder prior to enforcement to the client.

10. UNILATERAL CANCELLATION OF BROKERAGE AGREEMENT

The parties may at any time unilaterally terminate the brokerage agreement if that is not contrary to acting in good faith and fairness.

A unilateral termination of the agreement must be served in writing and shall be valid from the moment when the counterparty is informed.

In the event of withdrawal from the agreement by the client, the Agency shall be entitled to a fee for all agreements in relation to which the Agency established contact between the third party and the client up until the moment of withdrawal from the agreement.

11. CONFIDENTIAL INFORMATION

Confidential information is any information that is not generally known nor can be easily obtained in connection with the real estate from the brokerage agreement and information obtained through the efforts of the Agency to conclude the relevant agreement between the client and the third party, which the client, its employees or persons who cooperate with the client on the basis of concluded civil law contracts during the term of the brokerage agreement learn from the Agency. If the client, his employees or persons who, during the duration of the brokerage agreement with the client, cooperate on the basis of concluded civil law contracts, use the aforementioned information by informing third parties about it, the client is obliged to pay the Agency compensation equal to the amount of the agreed fee in the brokerage agreement.

12. OBLIGATIONS UNDER THE PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING ACT

The Agency is liable under the Prevention of Money Laundering and Terrorist Financing Act (hereinafter: the ZPPDFT-2) and thus obliged to carry out a

customer review when entering into a business relationship, carrying out a transaction exceeding a certain amount, specified by law, and in some other cases, specified by law, comprised of the following: establishing and verifying the customer's identity, their beneficial owner in case the customer is a legal entity, obtaining information on the purpose and envisaged nature of the business relationship or transaction and other data according to the law, regularly monitor the business activities of the client in the relationship with the Agency and some other data according to the law. In view of the above, the Agency has the right and duty to obtain and check (also by inspecting a personal identification document) the following personal data of the customer and their legal representative: personal name, permanent and temporary residence address, date and place of birth, tax number, type and name of the issuer of the official personal identification document.

13. PERSONAL DATA PROTECTION, PROCESSING AND USE

For the purpose of fulfilling the obligations under the brokerage agreement, these General Terms and Conditions and the obligations under the ZPPDFT-2, the client agrees, in accordance with the Identity Card Act and the Travel Documents Act, that the Agency may copy and store a copy of their personal identification document.

The Agency marks the following on the copy of the personal identification document: the fact that it is a copy, their name, purpose of copying, notice on the prohibition of using it for any other purpose and the legal basis for copying – written consent.

In accordance with the Personal Data Protection Act (hereinafter: the ZVOP-2) and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Agency can use, store and process the client's data for the purpose of implementing these General Terms and Conditions and the brokerage agreement.

The Agency undertakes to protect all personal data in accordance with the ZVOP-2. All personal data shall only be used for the purpose of concluding, implementing, amending and terminating the agreement and the agreement, provision and charging of services and for the needs of analyses in the Agency aimed at improving the offer for the clients. Prior to using personal data for any other purpose, the Agency will obtain the relevant consent of the client for doing so.

The client has been informed that they can at any time inspect the catalogue containing their personal data and request a transcription, copy and forwarding of their personal data, including the information on the purpose and the list of users to whom the client's personal data had been sent. The client is furthermore informed of the right to be forgotten or have their personal data erased or rectified.

The client allows the Agency to use the transaction conducted in their list of references, indicating the type and size of the subject of transaction (approximate surface area in sqm). If the client is a legal entity, the name and logo of the client can also be indicated.

14. RESOLVING OF DISPUTES

The Agency and the client shall attempt to resolve any disputes by mutual agreement. They can also agree to resolve disputes through mediation. Should this alternative method fail, the disputes shall be referred to the court of jurisdiction in Ljubljana, upon Slovenian Law.

15. FINAL PROVISIONS

Anything not specified in the brokerage agreement and/or these General Terms and Conditions shall be subject to the provisions of the ZNPoSr, the Code of Obligations and other applicable provisions of the RS and the EU.

These General Terms and Conditions shall apply as of the date of signature.

Ljubljana, October 1st, 2025
Reconsult & partners d.o.o.
Maja Lavrič, Managing Director



ADDITIONAL SERVICES PRICE LIST
for real estate brokerage/consulting by the Agency

Description of service	Price without VAT	Price with VAT
Drafting a simple purchase and sales agreement or preliminary agreement (up to 3 co-owners and/or up to 4 pages)	€ 350.00	€ 427.00
Drafting a purchase and sales agreement or preliminary agreement (more than 3 co-owners and/or more than 4 pages)	€ 450.00	€ 549.00
Drafting a simple lease agreement or preliminary agreement (up to 3 co-owners and/or up to 6 pages)	€ 450.00	€ 549.00
Drafting a lease agreement or preliminary agreement (more than 3 co-owners and/or more than 6 pages)	€ 500.00	€ 610.00
Review of an existing lease, sales or preliminary agreement, up to 6 pages	€ 450.00	€ 549.00
Review of an existing lease, sales or preliminary agreement, more than 6 pages	€ 600.00	€ 732.00
** Drafting and/or review of agreements in English	+ 200% to the original price	
Translation of each page to English	€ 70.00	€ 85.40
Drafting a non-disclosure agreement (NDA)	€ 250.00	€ 305.00
Drafting a proposal for entry in the land register (potential taxes are not included to the price)	€ 50.00	€ 61.00
Obtaining an excerpt from the land register - original (potential taxes are not included to the price)	€ 20.00	€ 24.40
Obtaining a certificate of intended land use (potential taxes are not included to the price)	€ 50.00	€ 61.00
Obtaining the cadastral map - location plan (potential taxes are not included to the price)	€ 50.00	€ 61.00
Storing the sales agreement, from 1 to 20 years, annual fee	€ 100.00	€ 122.00
Storing the lease agreement, until the expiry of the lease relationship, annual fee	€ 100.00	€ 122.00
Drafting the handover protocol*	€ 50.00	€ 61.00
Drafting an individual offer for the pre-emptive beneficiary (potential taxes are not included to the price)	€ 75.00	€ 91.50
Obtaining other documents, as agreed	according to the offer	
Inspection of the real estate*	€ 100.00	€ 122.00
Mileage*, price per kilometer	€ 0.70	€ 0.85
Real estate consulting - 1 hour*	€ 150.00	€ 183.00
Real estate valuation, apartment	€ 250.00	€ 305.00
Real estate valuation, other	according to the offer	
Informing the client of the established legal and factual status of the real estate*	€ 75.00	€ 91.50
Drafting a sales strategy (new buildings or business real estate)	according to the offer	
Financial and commercial inspection of agreements with the aim of consulting about the profitability of the real estate	according to the offer	
Simple legal transaction: Management and implementation of the process of selling/purchasing real estate (sales agreement (up to 3 co-owners and/or up to 4 pages), intended use, tax return (real estate transaction tax, capital gains), storage of the agreement)	€ 950.00	€ 1,159.00
Complex legal transaction: Management and implementation of the process of selling/purchasing real estate (preliminary agreement, intended use, certificate of exercising the pre-emptive right of the municipality, procedure related to the approval of the legal transaction at the AU, sales agreement, tax return (real estate transaction tax, capital gains), storage of the agreement)	€ 1,900.00	€ 2,318.00

* The service is subject of brokerage agreement, in that case is included in the fee and is not charged extra

Ljubljana, October 1st, 2025
Reconsult & partners d.o.o.
Maja Lavrič, Managing Director

PROFESSIONAL LIABILITY INSURANCE
for real estate brokerage/consulting by the Agency



Zavarovalnica Triglav, d.d.
Miklošičeva cesta 19, 1000 Ljubljana
Št. ID za DDV SI80040306



1759229192539000131160

triglav

Polica za zavarovanje poklicne odgovornosti

Številka police: OD40104037148

Zamenjava police št: OD40104037109
Številka IDD vprašalnika: 123003082

Dogovorjene zavarovalne podvrste: onp
Začetek zavarovanja – datum in ura: 01.10.2025, 24:00
Potek zavarovanja: permanentno
Zapadlost premije vsako leto dne: 01.10.

Zavarovalec: RECONSULT & PARTNERS D.O.O., STEGNE 33, 1000 LJUBLJANA, DŠ: 54081432
Zavarovanec: RECONSULT & PARTNERS D.O.O., STEGNE 33, 1000 LJUBLJANA, DŠ: 54081432

Zavarovalec je seznanjen, da je ta pogodba sklenjena po splošnih pogojih in klavzulah: Splošni pogoji za zavarovanje poklicne odgovornosti PG-opo/19-4; Skupna določila splošnih pogojev premoženjskih zavarovanj PG-ZP-skudo/24-3; Posebni pogoji za zavarovanje poklicne odgovornosti nepremičninskih posrednikov PG-opo-onp/19-4; Klavzula o izključitvi terorističnih dejanj KL-ZA-terror/02-1; Klavzula o izključitvi škod zaradi kibernetnega napada KL-ZA-kl/16-9.

Vsi denarni zneski so izraženi v EUR, če ni drugače navedeno.

Zap. št.	Šifra	Zavarovalna vsota	Zavarovalna premija
1.	Zavarovalni kraj: Zavarovanje na območju držav članic EU		
1.1.	Predmet: Poklicna odgovornost - Zavarovanje poklicne odgovornosti nepremičninskih posrednikov: letni agregat: 350.000 EUR, število zaposlenih: 4		
1.1.1.	onp1111 Odgovornost nepremičninskih posrednikov	175.000,00	1.739,52