



Bratislav Džombić, Sole proprietor
AUDERE Real Estate Agency, Belgrade
Šesnaestog Oktobra 15, Suite 601/6, Zvezdara, Belgrade
Tax ID (PIB): 115113451, Company registration No.: 68108209
Licensed real estate broker, registry No. 2084

GENERAL TERMS AND CONDITIONS

GENERAL PROVISIONS

1. SUBJECT OF THE GENERAL TERMS OF BUSINESS

- 1.1. These General terms and conditions of the sole proprietor Bratislav Džombić, AUDERE Real Estate Agency, Belgrade, Šesnaestog Oktobra 15, Suite 601/6, Zvezdara, Belgrade, Tax ID No. 115113451, Registration No. 68108209 (hereinafter: the "Broker"), are adopted pursuant to Article 28 of the Law on Real Estate Brokerage and Lease. These terms govern the business relationship between the Broker and the Client (a natural or legal person) in real estate sales, purchases, and leasing transactions.
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2. INTEGRAL PART OF THE BROKERAGE AGREEMENT

- 2.1. These General Terms of Business constitute an integral part of the Real Estate Brokerage Agreement (hereinafter: the "Brokerage Agreement") entered into between the Broker and the Client.
 - 2.2. By signing the Brokerage Agreement, the Client confirms that they have been fully informed of all provisions of these General Terms of Business and that they accept them in their entirety.
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3. DEFINITIONS

- 3.1. For the purposes of these General Terms of Business, the following terms shall have the meanings set out below:
 - Broker – a legal or natural person registered to perform real estate brokerage services in accordance with the applicable Law.
 - Client – a natural or legal person who enters into a written Brokerage Agreement with the Broker and may be a seller, buyer, landlord, tenant, or an authorized representative of any of these parties.
 - Brokerage Services (Intermediation) – includes all activities performed by the Broker for the purpose of connecting the Client with another contracting party, conducting negotiations, and preparing for the conclusion of legal transactions relating to a specific property, particularly in cases of sale, purchase, or lease.
 - Third Party – any person whom the Broker seeks to introduce to the Client for the purpose of concluding a legal transaction involving the subject property.
 - Related Person – any person who, through the Client's deliberate actions, receives information regarding a property that was the subject of brokerage and subsequently concludes a legal transaction with the seller, buyer, landlord, or tenant as a result of such information.
 - Brokerage Fee – the agreed amount payable by the Client to the Broker for the provision of brokerage services.
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BROKERAGE AGREEMENT

4. BASIS OF BROKERAGE

- 4.1. Brokerage services are performed on the basis of a Brokerage Agreement concluded between the Broker and the Client. Without a duly executed Brokerage Agreement, the Broker is not authorized to perform brokerage activities in accordance with the Law on Real Estate Brokerage and Lease.
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5. SUBJECT MATTER OF THE AGREEMENT

- 5.1. The Brokerage Agreement constitutes the legal instrument regulating the rights, obligations, and responsibilities of both the Client and the Broker.
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6. FORM OF THE AGREEMENT

- 6.1. In accordance with Article 15 of the Law on Real Estate Brokerage and Lease, the Brokerage Agreement shall be concluded in:
 - written form; or
 - electronic form, in accordance with the law governing electronic commerce.

- 6.2. Agreements concluded in electronic form may be signed using a digital certificate or other legally recognized electronic signing methods, in accordance with the applicable law.
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7. PARTIES TO THE AGREEMENT

- 7.1. The parties to the Brokerage Agreement are:
- Client: a natural or legal person who may be a seller, buyer, landlord, tenant, or an authorized representative of any of these parties.
 - Broker: a legal or natural person registered to perform real estate brokerage activities in sales, purchases, and leasing of real property, in accordance with the Law.
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8. CONTENT OF THE AGREEMENT

- 8.1. In addition to the rights and obligations of the Broker and the Client, the Brokerage Agreement shall particularly include: information about the Broker and the registration number under which the Broker is listed in the Register of Real Estate Brokers; information about the Client; the type and essential elements of the legal transaction for which the Broker is engaged; the amount, method, and deadline for payment of the brokerage fee; the term of the Agreement; and the type and amount of any additional service costs, if agreed.
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9. EXCLUSIVE BROKERAGE

- 9.1. The Client may expressly agree to an exclusive brokerage clause, whereby the Client undertakes not to engage another broker, nor to personally conclude a legal transaction concerning the property that is the subject of the Brokerage Agreement, during the agreed exclusive period.
- 9.2. If, during the validity of the exclusive brokerage clause, the Client concludes a legal transaction relating to the subject property—whether through another broker or personally—the Client shall compensate the Broker with whom the exclusive agreement was concluded for damages in an amount equal to the agreed brokerage fee.
- 9.3. Upon entering into the Brokerage Agreement, the Broker is obliged to clearly highlight the meaning of the exclusive brokerage clause and to inform the Client of the legal consequences of accepting it.
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10. DURATION OF THE AGREEMENT

- 10.1. Unless otherwise agreed, the Brokerage Agreement is concluded for a period of one year.
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11. TERMINATION OF THE BROKERAGE AGREEMENT

- 11.1. The Brokerage Agreement shall cease to have legal effect in the following cases:
- upon the expiration of the term for which it was concluded;
 - upon the conclusion of the legal transaction for which the Broker mediated;
 - by mutual agreement of the parties;
 - by termination delivered in written or electronic form, in accordance with the law governing electronic commerce.
- 11.2. The termination of the Brokerage Agreement does not need to be justified and becomes legally effective at the moment it is delivered to the other contracting party, except in the case of exclusive brokerage, where the agreed duration is considered an essential element of the Agreement.
- 11.3. The provisions of the law governing obligations relating to the revocation of an authorization (mandate) for brokerage shall apply accordingly to the termination of the Brokerage Agreement.
- 11.4. A Client who terminates the Agreement is obliged, within seven (7) days from the date of termination, to reimburse the Broker for all brokerage expenses incurred up to the moment of termination, regardless of whether the payment of such expenses was expressly stipulated in the Brokerage Agreement.
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OBLIGATIONS OF THE BROKER

12. OBLIGATIONS OF THE BROKER

- 12.1. Depending on the type of legal transaction being brokered, the Broker undertakes to perform the following obligations with the due care of a prudent professional:
- endeavor to identify and introduce to the Client a person with whom the Client may conclude the transaction that is the subject of the Brokerage Agreement;
 - provide the Client with an objective assessment of the market value of the property or the amount of rent, in accordance with the property's characteristics, market conditions, and other relevant circumstances;
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- examine the documentation proving ownership rights or other real rights over the property that is the subject of brokerage, and specifically warn the Client of:
- possible risks relating to the registration of the property in the real estate cadastre or other relevant registries;
- registered rights or encumbrances affecting the property;
- the existence of any pre-emption rights or legal restrictions on the disposal of the property under applicable regulations;
- carry out the necessary actions for the marketing and presentation of the property, including publishing advertisements relating to the sale or lease of the property in an appropriate manner, as well as performing all other activities agreed under the Brokerage Agreement that exceed ordinary marketing efforts, for which the Broker is entitled to pre-disclosed additional costs;
- enable the viewing of the property;
- mediate in negotiations and endeavor to facilitate the conclusion of the agreement between the contracting parties;
- inform the Client of all circumstances relevant to the transaction that are known to the Broker or ought to be known to the Broker.

13. ADAPTATION OF THE BROKER'S OBLIGATIONS TO THE SPECIFIC TRANSACTION

13.1. The obligations of the Broker set out in Clause 12.1 represent standard activities in the brokerage process. Depending on the specific characteristics and circumstances of the particular transaction being brokered, the Broker may be required to perform only certain of the listed activities, without such limitation affecting the Broker's full performance of its contractual obligations.

14. FULFILLMENT OF THE OBLIGATION TO INTRODUCE A PARTY INTERESTED IN CONCLUDING THE LEGAL TRANSACTION

- 14.1. The Broker shall be deemed to have fulfilled the obligation to introduce the Client to a person interested in concluding the transaction that is the subject of the Brokerage Agreement when the Broker enables the Client to establish contact with such person, particularly in the following cases:
- if the Broker directly brings the Client, or directs the Client or the interested party, to view the subject property;
 - if the Broker organizes a meeting between the Client and the third party for the purpose of negotiating the conclusion of the legal transaction;
 - if the Broker provides the Client with the name, telephone number, fax number, or email address of the third party interested in concluding the legal transaction, or if the Broker provides information about the exact location of the requested property.

15. PERSONAL DATA PROTECTION

- 15.1. The Broker undertakes to process and store all personal data of the Client in accordance with the Law on Personal Data Protection.
- 15.2. Personal data shall be collected, stored, and used exclusively for the purpose of performing brokerage activities relating to the sale, purchase, or lease of real property, in accordance with the Brokerage Agreement.
- 15.3. The Broker shall not disclose personal data to third parties without the Client's express consent, except where such disclosure is necessary for the performance of the Agreement (e.g., providing documents to a notary, a bank in connection with a mortgage, or public authorities) or where disclosure is required by law.

16. CLIENT ANONYMITY

- 16.1. If the Client wishes to remain anonymous, the Broker undertakes not to disclose the Client's identity to third parties, in accordance with the terms of the Brokerage Agreement, and no later than the conclusion of the brokered legal transaction.
- 16.2. The anonymity clause must be expressly agreed upon as part of the Brokerage Agreement.

17. CONCLUSION OF CONTRACTS IN THE NAME AND ON BEHALF OF THE CLIENT

- 17.1. The Broker may, on the basis of a special authorization, conclude a preliminary agreement, a real estate sale and purchase agreement, or a lease agreement in the name and on behalf of the Client.
- 17.2. Such authorization must be issued in the form prescribed by law and must be in written form, in accordance with applicable regulations.

OBLIGATIONS OF THE CLIENT

18. PRINCIPLE OF GOOD FAITH AND FAIR DEALING

- 18.1. The Client is obliged to act in accordance with the principle of good faith and fair dealing when issuing the brokerage instruction and when entering into the Brokerage Agreement. If the Client acts contrary to this principle, the Client shall compensate the Broker for all expenses incurred during the brokerage process. The amount of such expenses may not exceed the agreed brokerage fee for the relevant transaction.

19. CONFIDENTIALITY OBLIGATION

- 19.1. The Client is obliged to treat all offers, information, and notifications received from the Broker as business confidential information. The Client is prohibited from disclosing such information to third parties without the Broker's prior written consent. This obligation applies regardless of whether the Client acts as seller, buyer, landlord, or tenant.

20. OBLIGATIONS OF THE CLIENT ACTING AS SELLER / LANDLORD

20.1. A Client acting as the seller or landlord of a property undertakes to:

- inform the Broker of all circumstances relevant to the performance of brokerage activities;
- provide the Broker with original documents proving the Client's rights to the property that is the subject of the transaction, or notify the Broker of all registered and unregistered encumbrances affecting the property;
- allow the Broker and the person interested in concluding the legal transaction to view the property in the agreed manner and at the agreed time;
- provide the Broker with all essential information concerning the property, including accurate information regarding price, location, layout, and other relevant features;
- deliver to the Broker certified copies of all documents proving ownership of the property at the time of concluding the brokered legal transaction—whether a preliminary agreement or the main sale/lease agreement;
- pay the agreed brokerage fee to the Broker, i.e., to the broker who first introduced the Client to the potential buyer or tenant, and, if specifically agreed or arising from law and/or these General Terms, reimburse the Broker for any other expenses incurred during the brokerage process;
- notify the Broker in writing of any changes relating to the brokered transaction—including changes regarding ownership rights, deadlines, or price—within three (3) days from the date of such change;
- immediately notify the Broker if a person who viewed the property through the Broker expresses interest in concluding a contract or pre-contract for purchase or lease directly, without the Broker's involvement;
- notify the Broker without delay, in writing (by email or registered mail), if a person introduced by the Broker had already viewed the property beforehand. Failure to provide such notice shall be deemed acknowledgment that the person was first introduced to the Client through the brokerage services of "Bratislav Džombić, Sole Proprietor, AUDERE Real Estate Agency, Belgrade," and the Broker shall retain the right to the corresponding brokerage fee;
- bear all fees and charges for obtaining required documents, including but not limited to extracts from public records (civil registries, real estate cadastre, Business Registers Agency, etc.), as well as the costs of administrative procedures required to update ownership documentation for the property;
- allow the Broker to photograph and video-record the property and to use such material for the purpose of marketing and promoting the property, without infringing upon the Client's privacy.

21. SPECIAL OBLIGATIONS OF THE CLIENT ACTING AS BUYER / TENANT

21.1. A Client acting as the buyer or tenant of a property undertakes to:

- inform the Broker of all circumstances relevant to the performance of brokerage activities;
- pay the agreed brokerage fee to the Broker and, if specifically agreed or arising from law and/or these General Terms, reimburse the Broker for other expenses incurred during the brokerage process;
- notify the Broker in writing (by email or registered mail) of any changes related to the brokered transaction, particularly changes regarding payment terms, deadlines, or price, within three (3) days from the date of such change;
- promptly inform the Broker in writing (by email or registered mail) if a person whose property the Client viewed expresses interest in concluding a contract or pre-contract directly, without the Broker's involvement;
- promptly inform the Broker in writing (by email or registered mail) if the Client is already familiar with the property offered by the Broker or has already been in contact with a third party interested in selling or leasing that property. Otherwise, it shall be deemed that the Client received such information exclusively through the brokerage services of "Bratislav Džombić, Sole Proprietor, AUDERE Real Estate Agency, Belgrade," and the Broker shall retain the right to the corresponding brokerage fee;
- sign, immediately before viewing the property, a Property Viewing Confirmation, acknowledging that the property has been viewed through the Broker. If the Client refuses to sign the Property Viewing Confirmation, the Broker is not obliged to show the property. If the Broker nevertheless enables the viewing, and the Client or a Related Person later concludes a sale or lease agreement, the Broker's involvement may be proven by other means (witness testimony, written or electronic correspondence, SMS messages, etc.).

BROKERAGE FEE

22. BROKER'S RIGHT TO THE BROKERAGE FEE

- 22.1. The Broker acquires the right to the brokerage fee at the moment the agreement for which the Broker mediated is concluded. If a preliminary agreement is concluded, the Broker acquires the right to the fee upon the conclusion of the preliminary agreement.

- 22.2. The Broker may not request any portion of the brokerage fee in advance, i.e., prior to the conclusion of the preliminary agreement or the final agreement for which the Broker mediated.
- 22.3. If, after the conclusion of the agreement or preliminary agreement, the transaction is not realized for reasons not attributable to the Broker, the Broker retains the right to the received brokerage fee and is under no obligation to return it.
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23. RIGHT TO THE BROKERAGE FEE IN CASE OF A TRANSACTION WITH RELATED PERSONS

- 23.1. The Broker is entitled to the brokerage fee even if the spouse, common-law partner, descendant, ascendant, or any other related person of the individual whom the Broker introduced to the Client concludes the brokered transaction.
- 23.2. For the purposes of this clause, "related persons" shall include, in addition to the family members listed above:
- the parents of the spouse or common-law partner;
 - brothers and sisters of the spouse or common-law partner;
 - any legal entity owned or co-owned by the potential buyer or by any of the related persons listed in this clause;
 - persons who accompanied the potential buyer during the property viewing arranged by the Broker.
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24. AMOUNT OF THE BROKERAGE FEE

- 24.1. The amount of the brokerage fee, or the method for determining the amount, is set out in the Brokerage Fee Schedule, which forms an integral part of these General Terms of Business.
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25. CALCULATION AND PAYMENT OF THE BROKERAGE FEE

- 25.1. The brokerage fee is calculated as a percentage of the agreed purchase price of the property, expressed in euros or another foreign currency. The fee is payable to the Broker's business account in its dinar equivalent, calculated according to the official middle exchange rate of the National Bank of Serbia on the date of payment.
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26. INVOICING

- 26.1. The Broker is obliged to issue a fiscal invoice to the Client for the provided brokerage services, in accordance with applicable fiscal regulations. The invoice is issued upon receipt of payment and may be delivered in written or electronic form.
- 26.2. An electronic fiscal invoice shall be deemed duly delivered if sent to the Client's email address stated in the Brokerage Agreement or subsequently confirmed in writing.
- 26.3. The Client is obliged to pay the amount specified in the pro forma invoice to the Broker's business account, in accordance with the Brokerage Agreement. Upon receiving payment, the Broker shall issue the fiscal invoice.
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27. BROKER'S RIGHTS AFTER TERMINATION OF THE AGREEMENT

- 27.1. If, within one month from the date of termination of the Brokerage Agreement by the Client, the Client concludes a transaction that is the direct result of the Broker's efforts prior to termination, the Client shall pay the full agreed brokerage fee to the Broker.
- 27.2. If, within one month from the date of termination by the Client, the Client concludes a transaction that is substantially attributable to the Broker's efforts prior to termination, the Client shall pay a proportional brokerage fee, unless otherwise agreed in the Brokerage Agreement.
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28. ADDITIONAL COSTS

- 28.1. The Broker may contract the right to reimbursement of additional expenses necessary for the execution of the brokerage instruction, regardless of the success of the brokerage process, and may request advance payment for certain costs, provided that such rights are expressly stated in the Brokerage Agreement.
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29. ADDITIONAL SERVICES

- 29.1. In addition to standard brokerage services, the Client may, at their discretion, contract additional services with the Broker, which are optional and depend solely on the Client's needs. Additional services may be charged only if expressly stated in the Brokerage Agreement.
- 29.2. The prices of additional services are set out in the Additional Services Price List, which forms an integral part of these General Terms of Business.
- 29.3. The Broker may also provide other services not explicitly listed in the price list, in accordance with the Client's needs. The price for such services shall be subject to a separate agreement between the Broker and the Client.
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LIABILITY FOR DAMAGES

30. INSURANCE OBLIGATION

- 30.1. The Broker is obliged to enter into and maintain a valid professional liability insurance contract with an insurance company headquartered in the Republic of Serbia, covering damages that may be suffered by the Client as a result of:
- the Broker's failure to fulfill contractual obligations assumed under the Brokerage Agreement, in accordance with Article 15 of the Law on Real Estate Brokerage and Lease;
 - the Broker's failure to fulfill obligations prescribed by Article 16 of the same Law.
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31. COMPENSATION FOR DAMAGES

- 31.1. If the Client suffers damage due to the Broker's non-performance or improper performance of contractual obligations, compensation shall be provided in accordance with the terms of the applicable insurance policy.
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32. LIMITATION OF THE BROKER'S LIABILITY

- 32.1. The Broker shall not be liable for the performance of obligations assumed by the contracting parties under the agreement or preliminary agreement relating to the sale, purchase, or lease of the property.
- 32.2. The Broker shall not be liable for the quality of the property that is the subject of the transaction, nor for the existence of latent defects.
- 32.3. Property listings advertised by the Broker are based on information provided by Clients, both in written and oral form. The Broker does not assume responsibility for potential inaccuracies in the description or price of the property, nor for the possibility that the advertised property has been sold or withdrawn from the market in the meantime. All information published in property listings is for informational purposes only and is subject to change without prior notice.
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SUB-BROKERAGE

- 32.4. The Broker may transfer its rights and obligations under the Brokerage Agreement, in whole or in part, to another broker through a Sub-Brokerage Agreement, provided that the Client has expressly agreed to such transfer in the Brokerage Agreement.
- 32.5. The Sub-Brokerage Agreement shall be concluded in written or electronic form, in accordance with the law governing electronic commerce.
- 32.6. The Sub-Brokerage Agreement shall specify the method and conditions of transferring the rights and obligations referred to in paragraph 1 of this article, the payment of brokerage fees, and the termination of the sub-brokerage arrangement.
- 32.7. The Broker is obliged to deliver a copy of the Sub-Brokerage Agreement to the Client within three (3) days from the date of its conclusion.
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OBLIGATIONS UNDER THE LAW ON PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

33. OBLIGATIONS OF THE BROKER

- 33.1. As an obligated entity under the Law on the Prevention of Money Laundering and Terrorist Financing, the Broker is required to implement the following measures:
1. identify the Client and verify the Client's identity on the basis of valid documents, data, or information obtained from reliable and independent sources, or through electronic identification methods in accordance with the law;
 2. identify and verify the identity of the Client's beneficial owner in cases prescribed by law;
 3. obtain and assess information regarding the purpose and intended nature of the business relationship or transaction;
 4. obtain and assess information regarding the origin of the assets involved or to be involved in the business relationship or transaction, in accordance with the Broker's risk assessment;
 5. conduct ongoing monitoring of the Client's business activities and verify the consistency of such activities with the nature of the business relationship, as well as with the usual scope and type of the Client's operations.
- 33.2. The Broker is obliged to refuse the establishment of a business relationship or the execution of a transaction if the Broker is unable to carry out the legally required measures. In cases where a business relationship has already been established, the Broker must terminate it if the required measures cannot be performed, except where the Client's account has been frozen by a competent state authority.
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34. OBLIGATIONS OF CLIENTS

34.1. Clients are required to provide the Broker with all necessary information and documentation needed for the implementation of the measures and actions prescribed by law.

BROKERAGE FEE SCHEDULE

34.2. The Brokerage Fee Schedule forms an integral part of these General Terms of Business and shall be made available to the Client at the time of entering into the Brokerage Agreement.

34.3. All amendments to the Fee Schedule shall be published in a timely manner and made available on the Broker's official website or at the Broker's business premises.

35. COMMISSION FOR REAL ESTATE SALE AND PURCHASE BROKERAGE

35.1. The commission for brokerage services relating to the sale and purchase of real property is charged as a percentage of the total achieved purchase price.

Service type	Commission	Minimum fee
Sale (charged to the seller)	2-3%	700 €
Purchase (charged to the buyer)	2-3%	700 €
Exclusive brokerage	1-2%	700 €

- Maximum total commission: 6%
- Minimum total commission: 3%

36. COMMISSION FOR LEASE BROKERAGE

36.1. (The commission is charged as a percentage of the monthly rent.)

Type of service	Commission
Lease — Landlord representation (charged to the landlord)	50% of monthly rent
Lease — Tenant representation (charged to the tenant)	50% of monthly rent

37. ADDITIONAL SERVICES PRICE LIST

Service	Price
Consultations related to drafting contracts or other legal documents required for property transactions	€15 (per document)
Preparation and submission of tax applications on behalf of the Client, with the Client's consent	€30 (per application)
Obtaining documentation from public registries (e.g., cadastre extract, ownership certificate)	€20 (per document)
Registration or deregistration of utility services (electricity, water, gas)	€10 (per request)
Conclusion of a contract in the name and on behalf of the Client, based on special authorization	€50 + costs of drafting and certifying the authorization
Other services, based on the Client's needs	As agreed

37.1. The Broker may charge for additional services related to the transaction that is the subject of the brokerage only if such charges are expressly stated in the Brokerage Agreement.

38. BROKER'S COSTS IN CASE OF CONTRACT TERMINATION BY THE CLIENT

Service	Price
Preparation of marketing materials (photos, video footage)	€50
Representation and property presentation costs	€25 per visit
Property advertising	€5 per day
Transportation costs for distances over 5 km from the Broker's office	€2 per kilometer
Third-party services	according to invoice

39. PAYMENT NOTE

39.1. In accordance with Article 34 of the Law on Foreign Exchange Operations, all payments for services shall be made exclusively in Serbian dinars (RSD), at the official middle exchange rate of the National Bank of Serbia (NBS) on the day of payment.

DISPUTE RESOLUTION

- 39.2. The parties shall seek to resolve all disputes arising from these General Terms of Business amicably.
- 39.3. If an amicable settlement is not possible, the competent court for dispute resolution shall be the court with jurisdiction over the Broker's registered seat.

FINAL PROVISIONS

- 39.4. These General Terms of Business enter into force on the date of their publication.
- 39.5. The Broker reserves the right to amend or supplement these Terms, with all amendments being published in a timely manner and made available to Clients via the Broker's official website or at the Broker's business premises.
- 39.6. Any amendments to these General Terms shall not affect agreements concluded prior to the effective date of the amended Terms. Such agreements shall remain governed by the General Terms in force at the time of their conclusion, unless the contracting parties agree otherwise.

In Belgrade,

Dated: 13 November 2025

BROKER: Bratislav Džombić, Sole Proprietor
AUDERE Real Estate Agency, Belgrade

