General terms of business

Under the Real Estate Brokerage Act (Official Gazette 69/26, the Act), PROAgentura društvo s ograničenom odgovornošću za savjetovanje u vezi s poslovanjem i upravljanjem, Bukovačka cesta 324, Zagreb, OIB 61801422320 (the Broker), adopts these General Terms of Business in Zagreb on 7 July 2026.

Article 1. General provisions

These terms govern the relationship between the real estate brokerage agency (the Broker) and a natural or legal person (the Client) entering into a written brokerage agreement with it. They take effect on publication on the Broker's website or by another suitable means and apply to Clients who conclude agreements after that date. By entering into the agreement the Client agrees to these terms and accepts them in full. Amendments or additions inconsistent with them are valid only if the Broker accepts them in writing.

Article 2. Definitions

A real estate broker is a company, individual trader or craft business registered to provide real estate brokerage services and established in Croatia or another state party to the Agreement on the European Economic Area.

A real estate agent (Agent) is a natural person registered in the Directory of Real Estate Agents and employed in that capacity by the Broker.

Real estate brokerage comprises introducing a client to a third party, negotiating and preparing transactions concerning specific property, particularly purchases, sales, exchanges, rentals and leases.

The brokerage fee is the amount payable by the Client for brokerage services.

A Client is a natural or legal person concluding a written brokerage agreement, including a seller, buyer, tenant, landlord, lessee, lessor or other participant in a property transaction.

Real estate comprises parcels of land and everything permanently attached to them above or below the surface under the general rules on ownership and other rights in rem.

A Third Party is a person the Broker seeks to introduce to the Client to negotiate a transaction concerning a specific property.

A brokerage agreement is a written document under which the Broker undertakes to seek and introduce a person to the Client for negotiations and conclusion of a transaction transferring or creating a right in real estate. The Client undertakes to pay an agreed fee if the transaction is concluded.

Article 3. Property offers

Offers are based on written or oral information from owners offering properties for sale, lease or rental and on the Client's written or oral instructions. The Client acknowledges possible errors in descriptions and prices and that a property advertised may already have been sold or let, or withdrawn from sale by the owner. The Broker bears no liability in such cases.

Offers and information are supplied solely for concluding the transaction. The Client shall not use them contrary to the purpose of the brokerage agreement. If already familiar with a property offered, the Client must notify the Broker in writing without delay by email, fax or registered letter.

Article 4. Property prices

All property prices are in euros and include applicable value added tax (VAT) unless otherwise indicated.

Article 5. The brokerage agreement

The Broker undertakes to seek and introduce a Third Party to negotiate and conclude a transaction transferring or creating a right in real estate. The Client undertakes to pay the fee if the transaction is concluded.

The agreement must be in writing and for a fixed term. Brokerage work may not be carried out without an agreement. If no term is specified, it is deemed to be twelve months under Article 17(3) of the Act.

The agreement must state the particulars of the Broker and Client, the subject of the brokerage, the type and essential terms of the intended transaction, the fee and the Broker's registration number in the Register of Brokers. Where additional services are agreed, it must also specify those services and related costs, including their type, amount and who must pay them.

The dated fee schedule in force when the agreement is concluded, on which the agreed fee is based, forms part of the agreement. It is signed by the Broker and the Client or Third Party, as applicable.

Article 6. Exclusive brokerage

The Client may expressly undertake not to appoint another broker for the transaction. If, during the exclusive term, the Client concludes the instructed transaction through a different broker without the exclusive Broker, the Client must pay the exclusive Broker the agreed fee and any additional actual costs incurred in that work. When concluding an exclusive agreement, the Broker must specifically explain the meaning and legal consequences of the clause.

Article 7. Sub-brokerage

The Broker may transfer the brokerage agreement to another broker only where this is expressly agreed with the Client. The Client remains in a contractual relationship solely with the original Broker. The Broker must give the Client a written list of the brokers to whom the agreement has been transferred.

Article 8. Broker's obligations

Under the agreement the Broker shall:

1. Seek and introduce a person to the Client for the intended transaction.

2. Inform the Client of the average market price of comparable property.

3. Obtain and inspect documents evidencing ownership or other rights in rem.

4. Take the steps necessary to present and market the property, advertise it appropriately and carry out other agreed work beyond ordinary presentation, for which the Broker is entitled to separately agreed costs set in advance.

5. Allow or refuse viewings in accordance with the Client's interests and the Broker's professional assessment, exercising professional care.

6. Protect the Client's personal data and, on written instruction, treat information about the property or transaction as a business secret.

7. Where land is involved, check its designated use under spatial planning regulations.

8. Inform the Client of material circumstances known to the Broker or which it ought to know.

Article 9. Client’s obligations

The Client shall:

1. Disclose circumstances material to brokerage and supply accurate property information. Where held, provide the location, building or occupancy permit or planning information, and evidence that obligations to third parties have been fulfilled.

2. Present evidence of ownership or another right in rem and disclose registered and unregistered encumbrances.

3. Allow the Broker and Third Party to view the property.

4. Provide all material property details, including its description and asking price.

5. Pay the brokerage fee.

6. Reimburse costs beyond ordinary brokerage costs if expressly agreed.

7. Notify the Broker in writing of changes affecting the instruction, particularly changes in ownership.

8. If wishing to remain anonymous, the Client need not disclose their identity to the Third Party until the transaction is concluded.

The Client is under no obligation to enter negotiations or conclude a transaction with a Third Party found by the Broker. Any contrary clause is void. If the Client fails to act in good faith, the Client is liable to the Broker for damages and must reimburse all costs incurred, in an amount of at least one third and at most the full agreed brokerage fee.

Article 10. Anonymous clients

If the Client wishes to remain anonymous, the Broker shall act under Article 25(1)(8) of the Act and shall withhold the Client’s identity from third parties until the transaction is concluded, unless otherwise required by law or expressly authorised by the Client.

Article 11. Viewings

The Broker shall not require a Third Party to sign a brokerage agreement before viewing a property. At the viewing the Third Party must sign a viewing confirmation, enabling the Broker or Agent to demonstrate to the Client that the property was shown. This confirmation is not a brokerage agreement and must not oblige the Third Party to pay a fee.

Article 12. Brokerage fee

The fee is set by the brokerage agreement. The Broker becomes entitled to it when the brokered contract is concluded, unless the parties agree that it becomes payable when a preliminary contract is concluded. The Broker may not demand partial advance payment before the contract or, where applicable, the preliminary contract is concluded.

Additional services outside basic brokerage may be charged at actual cost if separately agreed with the Client. If the brokerage agreement ends and the Client subsequently concludes a transaction with a Third Party as a direct result of the Broker’s earlier actions, the full fee is payable unless otherwise agreed.

No fee is due if the Broker personally concludes the brokered contract with the Client or if the Agent who carried out the brokerage concludes it with the Client. If the Agent personally concludes that contract, the Broker may seek damages from the Agent under labour law. The Broker may not charge a Third Party who becomes the buyer, tenant or another party to the transaction without having concluded a brokerage agreement with the Broker.

Article 13. Services included in the fee

The fee covers ordinary brokerage services prescribed by the Act and the brokerage agreement, in particular:

- Analysing the market and comparable offers to establish a realistic sale price or rent, as applicable.
- Reviewing available documents and examining the legal ownership status of the property.
- Checking the designated use of plots of building land and other land.
- Arranging and conducting viewings in person or using virtual reality tools.
- Communicating with interested parties throughout the process.
- Representing the Client in negotiations to obtain favourable terms.
- Coordinating with legal advisers on preliminary and final contracts, declarations consenting to registration of title, and registration in the land register.
- Preparing a record of the handover of the property.
- Assisting non-EU nationals in obtaining the permits required to acquire ownership.
- Recording the transfer of utility charges to the new owner or tenant.
- Informing the Client of obligations under anti-money-laundering legislation.
- Maintaining confidentiality and protecting the Client’s personal data.
- Informing the Client of all circumstances material to the transaction, in accordance with professional standards.

Article 14. Services outside the ordinary fee

At the Client’s request, the Broker may arrange or assist in obtaining:

- A market valuation by an authorised valuer.
- Architectural, design and surveying services.
- Professional photography, video or drone footage.
- An energy performance certificate.
- Interior styling before sale or rental.
- Tax and financial advice, including assistance in arranging a loan.
- Property management after completion of the transaction.
- Other professional services tailored to the Client’s specific needs.

Third-party costs, including lawyers’ and notaries’ fees, court and administrative fees, taxes and the charges of valuers, surveyors, banks, translators and other professionals, are excluded from the brokerage fee. The Client bears them separately unless expressly agreed otherwise.

Article 15. Acting for both parties

The Broker may charge the Client and a Third Party who becomes a client in respect of the same property if a separate brokerage agreement has been concluded with each. It may also charge costs separately agreed under Article 17(5), fifth indent, of the Act.

Where two agreements provide that both clients pay, the total fee for the same property must not exceed the maximum under the schedule in force when those agreements were concluded, pursuant to Articles 17(6) and 20 of the Act. Before concluding the agreements the Broker must inform the parties in writing of the individual fees and their combined amount.

Article 16. Brokerage fee schedule

The fee covers introducing the Client and Third Party, checking the status of the property, preparing the transaction and other services covered by the agreement.

a. Purchase and sale of property

The fee is 2% to 6% of the agreed purchase price, depending on the type and value of the property and the scope of the agreed service. The fee is payable by the Client who has concluded a brokerage agreement.

If the Broker has agreements with both the seller and the buyer, it may charge both parties. The total fee for the same transaction must not exceed the maximum fee under this schedule.

b. Property exchanges

The fee is 2% to 6% of the value of the property each contracting party acquires in the exchange. If the Broker represents both parties, the combined fee must not exceed the maximum under this schedule.

c. Rentals and leases

For agreements of up to six months, the one-off fee is up to 100% of the agreed monthly rent. For agreements longer than six months, it is 100% to 300% of the agreed monthly rent. The fee depends on the type and value of the property, the complexity of the brokerage work, the duration of the contractual relationship and the scope of the agreed service.

The fee is payable by the Client who has concluded a brokerage agreement. If the Broker has agreements with both contracting parties (landlord and tenant, or lessor and lessee), it may charge both, provided that the combined fee for the same transaction does not exceed the maximum under this schedule.

All fees in this schedule exclude VAT. VAT is added in accordance with applicable regulations.

Article 17. Application of the schedule

The schedule applies from 7 July 2026. It is delivered to the Client before the brokerage agreement is concluded, in accordance with the Act. By signing the agreement, the Client confirms:

- Receipt of the schedule before signing.
- Familiarity with the schedule, services covered by the fee and excluded services and costs.
- Awareness of the fee to be agreed under the schedule.
- Awareness of the brokerage rules, including the maximum combined fee.

• Understanding that additional services and special costs may be charged only if separately agreed in advance.

• Awareness that the Broker becomes entitled to its fee under the conditions set by law, these terms and the brokerage agreement.

• The opportunity to ask questions about the schedule before signing and receipt of the necessary explanations.

• Acceptance of the schedule as part of the agreement.

Two identical copies of the schedule are signed. The Broker and the Client each retain one.

Article 18. Termination

A fixed-term agreement ends on expiry if the brokered contract has not been concluded within that term, or on termination by either party. The Client must reimburse costs expressly agreed to be payable separately. If the Client subsequently concludes a transaction resulting from the Broker's actions before termination, the full fee is payable. The second and third paragraphs of this article also apply on termination of exclusive brokerage.

Article 19. Revocation of instructions

During the agreement the Client may revoke instructions at any time consistent with good faith and fair dealing. Revocation does not affect the Broker's accrued right to remuneration for work done up to revocation or its rights under Article 12 of these terms.

Article 20. Limits of liability

The Broker owes a duty to use reasonable endeavours. It shall seek an opportunity with the care of a prudent businessperson and mediate negotiations with a view to concluding a contract. It bears no liability if it exercises due care but its efforts are unsuccessful.

Article 21. Conclusion and performance

The Broker does not guarantee conclusion of the brokered transaction or answer for performance by the Client or Third Party. Liability for intentional harm or gross negligence cannot be excluded or limited by agreement. For ordinary negligence, liability is limited to the fee actually collected for the transaction giving rise to the damage, to the extent consistent with good faith and fair dealing.

The Broker is not liable for damage due to inaccurate, incomplete or false information, documents or statements supplied by the Client, a Third Party or a competent authority, unless it knew, or exercising heightened care in accordance with professional standards ought to have known, of the defect.

Article 22. Insurance

Under Article 6 of the Act, the Broker holds and maintains professional liability insurance for damage it may cause the Client or third parties during brokerage, of at least EUR 100,000 per event and EUR 300,000 for all claims in an insurance year.

Article 23. Undisclosed defects

The Broker is not liable for hidden legal or physical defects of which it was not and could not have been informed, or for consequences of the Client's failure to supply complete and accurate documentation under Article 9.

Article 24. Confidentiality and personal data

The Broker protects the Client's personal data and, on written instruction, treats information on the property and transaction as a business secret under Article 24(6) of the Act. Personal data is processed under the GDPR and applicable legislation and the Broker's data protection policies.

Article 25. Anti-money-laundering measures

The Broker may request all information and documents it is required to collect about the Client and transaction under anti-money-laundering and counter-terrorist-financing rules, including the OIB for unambiguous identification under the applicable special legislation.

Article 26. Force majeure

The Broker is not liable for failure or delay in performing its obligations due to force majeure, namely extraordinary circumstances arising after the agreement was concluded that it could not prevent, overcome or avoid.

Article 27. Complaints

The Client may complain about the provision or quality of services or a breach of the brokerage agreement. Complaints must be submitted in writing to Bukovačka cesta 324, Zagreb, or mijo.renic@proagentura.com and must state the facts and supporting evidence. The complaints procedure begins upon receipt.

The Broker will seek an amicable out-of-court resolution of complaints from consumer clients. It must acknowledge written complaints without delay and give the Client a written response addressing the merits within 15 days of submission.

Article 28. Final provisions

Relations involving the Broker, the Client and other affected persons that are not governed by these terms or the agreement are subject to the Real Estate Brokerage Act and the Civil Obligations Act. Before starting court proceedings, the parties will seek an amicable settlement, including mediation or proceedings before the Croatian Chamber of Economy's Mediation Centre. If no settlement is reached, either party may bring proceedings before the court with subject-matter jurisdiction in Zagreb.

Article 29. Amendments and availability

The Broker may amend these terms and will notify clients with current agreements in writing. Amendments do not apply retroactively to existing agreements except where this is in the Client's interest. Under Article 20(3) of the Act, the Broker must display these terms visibly and accessibly at its registered office, branch and separate business premises, and make them available to the Client before the brokerage agreement is concluded.