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## REAL ESTATE BROKERAGE CONTRACT

Made and entered into this \_\_\_\_\_ by and between:

1. \_\_\_\_\_ of \_\_\_\_\_, address \_\_\_\_\_ Personal  
No. \_\_\_\_\_ (hereinafter: the Client) and

2. Brian Lack and Company International Beograd (Novi Beograd) limited liability company, Tax ID No. 106682059, Company No.: 20658932, entered into the Register of Brokers under No. 375 represented by Sanja Mitrović, Director (hereinafter: the Broker)

### ARTICLE 1

The subject-matter of the Contract is regulation of mutual relations concerning brokerage activities when entering into a real estate contract (real estate purchase contracts, real estate exchange contracts...) for and on behalf of the Client i.e. a third party on the basis of verbal or written order of the Client.

The brokerage activity includes establishing a connection between the Client i.e. a third party as instructed by the Client and the real estate owners for the purpose of entering into a real estate contract.

By entering into this Contract the Client engages the Broker, for and on behalf of the Client i.e. a third party as instructed by the Client in verbal manner or in writing, to act as an intermediary for the purpose of entering into a real estate contract.

The Parties have agreed that this Contract shall include all real estate offers presented by the Broker without any time limit.

The Property Viewing Certificate constituting the integral part hereof shall be used as evidence which properties have been viewed by the Client through the Broker.

### ARTICLE 2

#### Broker's Obligations

The Broker undertakes to take all necessary actions in good faith and with due diligence in order for real estate contract to be concluded between the Client and the Owner of the property, and in particular:



- inform the Client of the legal status of the subject property, existence of facts which would prevent registration of the property in the Cadastre, and other impediments to the purchase of the real property and other facts of significance for the subject transaction;
- Participate in negotiations as an impartial party and aiming at the conclusion of Contract;
- Draft a pre-contract and a real estate contract
- And other matters envisaged by the General Terms and Conditions of Brokerage Business and the Law on Real Estate Brokerage and Lease

### ARTICLE 3

#### Client's Obligations

For the brokerage services performed the Client undertakes to pay the Broker the brokerage fee amounting to 2% of the agreed purchase price of the property, concurrently with paying the down payment or cancellation fee for the purchase of subject real property when entering into a Real Estate Purchase Pre-Contract (Contract).

In the event that the Client should not be interested in purchasing any of the properties that were presented by the Broker, the Broker shall not be entitled to payment of either brokerage fee or any other cost reimbursement.

### ARTICLE 4

The Client is obliged to pay the agreed brokerage fee to the Broker even in the event that, without the knowledge or involvement of the Broker within 12 months of the time of viewing the property, the Client himself/herself or a person affiliated to the Client under the General Terms and Conditions of Brokerage Business should enter into a Pre-Contract i.e. Contract with the real estate seller with whom he was introduced through the Broker.

### ARTICLE 5

To any matters not regulated in detail hereunder the General Terms and Conditions of Brokerage Business, Law on Contracts and Torts and Law on Real Estate Brokerage and Lease shall apply.

Any dispute that cannot be resolved amicably shall be referred to the First Basic Court in Belgrade.

This Contract has been drawn up in two (2) identical counterparts, both parties shall retain one copy each.

Client:

Broker:

Brian Lack and Company International

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Sanja Mitrović, Director