

INTERESTED PARTY

Name(s)/Company.....

.....

Address(s).....

.....

TEL.....

EMAIL..... Date of Birth.....

On the basis of this agreement BONREAL will take action on behalf of the interested party and support him/her in the search for a real estate property. The following agreement is concluded for the brokerage services of our company with regard to a possible specific enquiry and for any future enquiries:

This brokerage agreement is concluded for an indefinite period and can be terminated by both parties to the agreement without the need of observing any period of notice or indicating any reasons. Termination has no impact on any legal transactions for which BONREAL had already performed services in the interests of the interested party, providing the brokered legal transaction is concluded (even after termination has been effected). Costs arise for the interested party only if he/she purchases or rents a property offered by BONREAL.

BONREAL can by virtue of business practice act as a dual broker and is active as such.

Our company is empowered to present properties to the interested party until such time as the right is revoked.

COMMISSION AGREEMENT

In the event the interested party purchases or rents a property as the result of the services provided by BONREAL pursuant to the agreement, he/she undertakes to pay BONREAL a brokerage commission to the amount indicated below. The obligation to pay a commission arises in the case of a successful outcome and becomes due for payment at the time the brokered transaction becomes effective.

In the case of a purchase: 3% of the purchase price agreed in the purchase contract (incl. transfer of encumbrances) plus 20% VAT.

In case of residential rental: 2 months gross rent (total rent without VAT) plus 20% VAT.

In the case of commercial property rental: 3 months gross rent (total rent without VAT) plus 20% VAT.

In the event the interested party concludes a legal transaction with an equivalent purpose (e.g. purchase instead of rental), he/she undertakes to pay BONREAL a brokerage commission to be calculated in compliance with the maximum commission amounts provided for in the Real Estate Brokers Ordinance 1996.

In the case of the brokerage of fixed-term tenancies a further commission is agreed in the event the tenancy is extended or converted into a tenancy of indefinite duration (supplementary commission), such commission to be calculated in accordance with the extension in compliance with the respective maximum commission amount. A supplementary commission is also agreed in compliance with the relevant maximum commission amount applicable in the event that a second legal transaction (e.g. purchase) concerning the same property is concluded after conclusion of a first legal transaction (e.g. rental).

FURTHER TO COMMISSION AGREEMENT: Payment of the commission rate plus 20% VAT as agreed under the point brokerage commission is also agreed in the case that,

- contrary to the principles of good faith and trust the transaction indicated in the brokerage agreement does not come about (because a legal act necessary for the transaction being surprisingly neglected without any notable reason),
- the interested party passes on the nomination made by BONREAL in the transaction opportunity to a third party with whom the transaction is concluded.

CANCELLATION POLICY AND RIGHT OF RESCISSION IN THE CASE OF DISTANCE SELLING CONTRACTS AND CONTRACTS CONCLUDED OUTSIDE OF THE BUSINESS PREMISES

The interested party is informed that a consumer who has concluded a brokerage agreement outside of the business premises of BONREAL or exclusively via distance selling in compliance with § 11 FAGG has a right to rescind from this agreement within 14 days. The rescission period begins on the day the agreement is concluded. The attached rescission form can be used for submission of the declaration of rescission, although this is not bound by any specific form.

Should BONREAL be required to take early action before expiry of the fourteen-day rescission period (e.g. transfer of detailed information, scheduling of a viewing appointment), an explicit request is necessary from the client who thereby forfeits his/her right to rescission if the performance of the agreement is completely fulfilled within this period.

Due to variant business practice the nomination of the transaction opportunity is deemed as complete performance of the service on the part of BONREAL, in particular if the interested party does not wish or enable any other activity of the broker. In this case the brokerage agreement can no longer be rescinded and constitutes the basis of a commission claim if, as a consequence a legal transaction is concluded via a transaction opportunity nominated by BONREAL.

In the event of a rescission in compliance with § 11 FAGG, the client undertakes to make no use of the information he/she has gained.

The interested party desires **EARLY ACTION TO BE TAKEN** (e.g. transfer of detailed information, scheduling of a viewing appointment) within the period allowed for rescission. The interested party takes note that he/she forfeits any right of rescission from the brokerage agreement in the event of complete fulfilment of the performance of the agreement (nomination). There is no obligation to pay the commission until after the brokered transaction is concluded (purchase contract, rental contract) as a result of the performance of services and causal activity of BONREAL.

The interested party does not desire **EARLY ACTION TO BE TAKEN**.

The interested party receives a copy of the brokerage agreement on a durable medium, BONREAL's General Terms and Conditions of Business and an overview of the ancillary transaction costs.

If applicable: This agreement was concluded on the business premises of BONREAL.

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BONREAL

PLACE | DATE

SIGNATURE OF THE INTERESTED PARTY