

INTERESTED PARTY

Name/Company name.....

.....

Address.....

.....

TEL.....

E-MAIL..... Date of birth.....

Based on this agreement, BONREAL will become active on behalf of the interested party and will support them in their search for a property. Regarding the brokerage services of our company, the following is **AGREED** with respect to any specific inquiry, and also for additional future inquiries:

This agreement is concluded for an indefinite term, and can be terminated by either party without notice and without stating any reason. Such termination shall have no impact on those transactions in which BONREAL was already providing creditable services on behalf of the interested party until the time of termination, provided that the brokered transaction does take place (even after termination). The interested party shall only incur costs when a property offered by BONREAL is purchased or rented.

Pursuant to the existing business practices, BONREAL may act as a dual agent and, as a rule, does operate as such. Our company is authorised to present properties to the interested party until further notice.

COMMISSION AGREEMENT

In the event that an interested party purchases or rents a property on the basis of the contractual creditable services provided by BONREAL, they agree to pay the commission specified below to BONREAL. The obligation to pay a commission arises in case of a successful brokerage, and becomes due once the brokered transaction becomes legally effective.

In case of a purchase: 3% of the purchase price agreed in the purchase agreement (incl. charges) plus 20% VAT.

In case of a non commercial rental: commission-free

In case of rental of commercial premises: 3 gross monthly rents (gross rent without VAT) plus 20% VAT

In the event that the interested party concludes a transaction equivalent as to the purpose (e.g. purchase instead of rental), they agree to pay a commission to BONREAL to be calculated according to the highest commission rates of the Austrian Real Estate Broker Regulation as amended.

In the case of fixed-term rentals, it is agreed that an additional commission based on the respective maximum commission amount will be paid for the extension of a rental, based on the respective period of extension, or for its conversion to an indefinite rental. An additional commission based on the respective highest commission rates is also hereby agreed in the event that, after conclusion of the initial transaction (e.g. rental), an additional transaction is concluded for the same property (e.g. purchase).

CONTINUED FROM COMMISSION AGREEMENT: The payment of the commission rate plus 20% VAT agreed under the section on brokerage commission is hereby also agreed in the event that,

- despite good faith, the transaction described in the approval to become active does not materialize (merely because the customer unexpectedly omitted without good reason a legal act required for the realization of the transaction),
- the interested party forwards the transaction opportunity designated by BONREAL to another individual with whom the transaction is concluded.

CANCELLATION POLICY AND WITHDRAWAL RIGHTS APPLICABLE TO DISTANCE AND OFF-PREMISES CONTRACTS

The interested party is hereby informed that in the case of an approval to become active (brokerage agreement) concluded outside the business premises of BONREAL or exclusively through distance marketing acc. to Section 11 Austrian Distance and Off-Premises Contracts Act, the consumer has the right to withdraw from this agreement within 14 days. The withdrawal period shall begin on the day of conclusion of the contract. The withdrawal can be submitted using the attached withdrawal form, but is not subject to a particular form.

For BONREAL to become active prior to the expiry of the fourteen-day period (e.g. provision of detailed information, arrangement of an inspection appointment) an explicit **EARLY ACTION** (prior to the expiry of the 14-day period) request by the interested party will be required, who will lose their right of withdrawal as a result – in case of a full performance of the agreement within this period.

Due to a deviating business practice, the designation of the transaction opportunity by BONREAL shall be considered a full performance of the agreement, in particular if the interested party does not request or facilitate any further activities by the real estate broker. In this case, the approval to become active can no longer be withdrawn, and shall form the basis for a commission claim if a transaction subsequently takes place in connection with a transaction opportunity designated by BONREAL.

In case of an withdrawal under Section 11 Austrian Distance and Off-Premises Act (FAGG), the interested party agrees not to make any use of the information obtained.

☐ The interested party requests **EARLY ACTION** by BONREAL (e.g. provision of detailed information, arrangement of an inspection appointment) during the open withdrawal period. The interested party acknowledges that in case of full performance of the agreement (designation), they lose the withdrawal right emanating from the Approval to Become Active (brokerage agreement). An obligation to pay the commission, however, does not arise until after the brokered transaction (purchase agreement, commercial rental agreement) has materialised as a result of the creditable activities of BONREAL.

☐ The interested party does **NOT WISH ANY EARLY ACTION** by BONREAL.

The interested party shall receive a copy of this agreement, of the General Terms and Conditions, and the overview of the additional costs of BONREAL.

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

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BONREAL

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PLACE | DATE

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SIGNATURE OF PROSPECTIVE CUSTOMER