

T O B R O K E R A G E C O N T R A C T

General Terms and Conditions (GTC) to Brokerage Contract

Contractor (broker): Mosam Real Estates e.U., FN 481397m, Pfluggasse 5/26, 1090 Vienna, Austria

A) General information on brokerage services from Mosam Real Estates

1. Integrating component

These terms and conditions form an integral part of brokerage contracts between Mosam Real Estates (hereinafter also referred to as "broker") and the customer (hereinafter referred to as "customer").

2. GTC of the Customer

Deviating, conflicting or supplementary terms and conditions of the customer only become part of the contract if and to the extent that Mosam Real Estates expressly agrees to their validity in writing in the contract.

3. Mutual support and information obligation

The customer must support the broker honestly in the performance of his brokerage and refrain from passing on the business opportunities communicated. Brokers and customers are obliged to send each other the necessary messages, in particular the customer must immediately inform the real estate agent of a change in the sales or rental intentions.

4. Double activity

Mosam Real Estates generally acts as a double broker, which is hereby notified to the customer in accordance with Section 5 of the Broker Act ("§ 5 Maklergesetz").

5. Offers subject to change

The offers of Mosam Real Estates are subject to change and non-binding. The prior sale, the intermediate rental and the intermediate lease of the property to be brokered are reserved.

6. Known object

If the customer already knows that an offered property is available for sale or rent, he must notify this immediately. If the customer fails to do this, Mosam Real Estates is considered to be the broker. If the conclusion of the contract is subsequently promoted by Mosam Real Estates in any way whatsoever, Mosam Real Estates is entitled to the agreed commission.

7. Contract duration

7.1. In the case of a brokerage contract, the duration of the agreement is determined according to the contract concluded with the customer - usually six months for purchases and three months for rentals.

7.2. The search or offer order is unlimited. If the interested party no longer wishes Mosam Real Estates to continue working, they can terminate the contract at any time in writing. A termination has no effect on those legal transactions for which Mosam Real Estates had already worked for the client up to the time of the termination (written notice), provided that the brokered legal transaction (even after the notice of termination) comes about.

8. Commission (brokerage fee)

8.1. Mosam Real Estates is entitled to a commission if the business to be brokered comes about through the contractual, meritorious activity of Mosam Real Estates with a third party. The commission is due to Mosam Real Estates even if it has been used for other purposes than through naming (e.g. through mediation). The naming in any case represents the fulfilment according to § 11 FAGG. The commission is due with the legal effectiveness of the brokered business.

8.2. The basis of assessment for the amount of the commission is always the purchase, rental or lease price that has actually been brokered (achieved) or the brokerage paid.

9. Commission agreement

The customer must also pay the commission if

9.1. the customer, contrary to the course of the negotiations, refuses to conclude the transaction in accordance with the brokerage contract in good faith;

9.2. a legal transaction other than the agreed one (e.g. sale instead of rental) is concluded or the contract partner brokered by Mosam Real Estates makes a property other than the one provided for in the brokerage agreement the subject of the contract;

9.3. the customer has given a third party the opportunity to conclude a legal transaction announced by Mosam Real Estates and the latter concludes the transaction (disclosure of information);

9.4. the legal transaction does not come about with the third party brokered by Mosam Real Estates, but with another person because they exercise a legal or contractual right of first refusal, repurchase or entry;

10. Brokerage commission for purchase and exchange contracts

Maximum commission acc. § 15 Real Estate Broker Ordinance (IMV) 1996 plus 20% VAT on purchase applies as follows:

A) when buying, selling or exchanging of

- **Real estate or real estate shares**
- Real estate shares in which there is **ownership of the property** (condominium) or which is justified as agreed
- **All kinds of companies**
- Compensation for **super-certificates** ("Superädifikate") on a property

at a value

- to EUR 36,336.42 á 4 %
- from EUR 36,336.43 to EUR 48,448.50 **EUR 1,453,46 ***
- from EUR 48,448.51 á 3 %

from both customers (seller and buyer) each plus 20% VAT.

** Threshold regulation according to Section 12 (4) Real Estate Agent Regulation ("§ 12 Abs. 4 ImmobilienmaklerVO")*

B) in options

50% of the commission acc. Point 8. A, which in the case of purchase is credited by the option holder.

11. Brokerage fee for existing contracts

Maximum commission in accordance with §§ 19 ff IMV 1996, each plus 20% VAT when arranging the main or sublease of apartments, single-family houses and business premises of all kinds and other usage and usage rights:

Contract duration	Landlord (Lessor)	Tenant (Lessee) Commercial property	Tenant (Lessee) Apartments and family houses
indefinite or more than three years	3 gross monthly rents	3 gross monthly rents	2 gross monthly rents
at least two years (only commercial and single-family houses) - if extended to more than three years or indefinitely	3 gross monthly rents	2 gross monthly rents - Extension to 3 GMR	1 gross monthly rent - Extension to 1,5 GMR
less than two years (only commercial and single-family houses) - if extended to max. three years - if extended to more than three years or indefinitely	3 gross monthly rents	1 gross monthly rent - Extension to 2 GMR - Extension to 3 GMR	1 gross monthly rent
Sublease contracts for individual living spaces regardless of duration	1 gross monthly rent	1 gross monthly rent	

12. Withdrawal from the contract in accordance with Section 30a KSch ("§ 30a KSchG")

- A customer who is a consumer within the meaning of § 1 KSchG and his contract declaration
- submitted on the day of the first inspection of the contract object,
- is aimed at the acquisition of a right of existence, another right of use or right of ownership, namely
- on an apartment, a family home or a property that is suitable for the construction of a family home, and this
- to serve the urgent housing needs of the consumer or a close relative,

can withdraw from the contract until this contract is concluded or within one week thereafter.

The period begins to run only when a document has been issued to the consumer, the name and address of the entrepreneur, the information necessary to identify the contract and information about the right of withdrawal. The right of withdrawal expires in the event of missing or incorrect instruction only one month after mutual fulfilment of the contract.

13. Privacy

Mosam Real Estates does not process personal data for business purposes. The details on privacy are available on the website www.mosam-realestates.com.

14. Information Obligation

The customer and Mosam Real Estates are obliged to provide each other with the necessary information and messages. Mosam Real Estates makes no warranties or assumes no liability for the accuracy of information based on information provided by the party entitled to dispose.

15. Basics, additional Agreements

The concluded brokerage contract and these general terms and conditions apply in this order. Unless expressly provided for in individual cases, the provisions of the Broker Act and the ordinance of the Federal Ministry for Economic Matters on the Code of Conduct and Exercise for Real Estate Agents apply. Additional agreements must be made in writing and can only be concluded with authorized bodies of Mosam Real Estates

Mosam Real Estates e.U.

Pfluggasse 5/26
A-1090 Vienna

Bank details

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IBAN AT77 1700 0004 6003 6445
BIC BFKKAT2K

Contact

Mobile +43 664 466 21 75
Mail office@mosam-realestates.com
Web www.mosam-realestates.com

Owner

Mag. Sami Mona, MSc
Commercial Court Vienna
FN 481397m

B) Information about the right of withdrawal and cancellation policy

Mosam Real Estates hereby informs the customer that a consumer has the right to withdraw from this contract within 14 days upon conclusion of the brokerage order or a search or offer order outside the broker's business premises or exclusively via distance selling in accordance with § 11 FAGG. The withdrawal period begins on the day the contract is concluded. In order to exercise this right of cancellation, Mosam Real Estates must be informed of the decision to cancel the contract by means of a clear statement (e.g. a letter sent by post, a fax or an email). The model withdrawal form (see below) can be used for this, but this is not mandatory. In order to meet the cancellation deadline, it is sufficient for the customer to send the notification of the exercise of the right of cancellation before the cancellation period has expired.

In the event of revocation, Mosam Real Estates will reimburse all payments it has received from the customer immediately and at the latest within 14 days from the date on which Mosam Real Estates received notification of the revocation of this contract. The same method of payment that was used for the original transaction is used for this repayment. Under no circumstances will fees be charged for this repayment.

If the broker is to take action before the expiry of this 14-day withdrawal period, an express request is required from the customer, who - if the contract has been fulfilled in full (naming the property or the option according to point 10 or/and point 11 of subject GTC) within this period - has his right of withdrawal in accordance with § 11 FAGG loses.

There is an obligation to pay the commission only after the brokered transaction (purchase contract, rental contract) has been concluded due to the merit, causal activity of the broker.

In the event of a withdrawal under § 11 FAGG, the consumer undertakes not to make use of the information obtained.

As of: April 2020

Mosam Real Estates e.U.

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A-1090 Vienna

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Withdrawal form

If you want to cancel the contract concluded with us, please fill out this form and send it back. Please note that this special right of withdrawal for consumers acc. § 11 FAGG only applies in the first 14 days after receipt of this information and only if you have not instructed us to perform it early.

To

Mosam Real Estates e.U.

Plfuggasse 5/26

A-1090 Vienna

E-Mail: office@mosam-realestates.com

I / we hereby revoke the contract concluded by me / us for the provision of the agreed service.

Concluded on:

Name:

Address:

Date:

Signature (only for notification on paper)

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