

# BROKERAGE AGREEMENT

for a real estate transaction

## 1. Parties

Today, \_\_\_\_\_, in \_\_\_\_\_, between:

|                                          |                                                                |
|------------------------------------------|----------------------------------------------------------------|
| <b>Client:</b>                           | _____                                                          |
| <b>Personal ID / Foreigner ID / UIC:</b> | _____ Represented by: _____                                    |
| <b>Address:</b>                          | _____                                                          |
| <b>Email / phone:</b>                    | _____                                                          |
| <b>Capacity:</b>                         | <input type="checkbox"/> buyer <input type="checkbox"/> seller |

hereinafter referred to as the "Client", on the one hand, and

|                                       |                             |
|---------------------------------------|-----------------------------|
| <b>Broker:</b>                        | _____                       |
| <b>UIC:</b>                           | _____ Represented by: _____ |
| <b>Registered office and address:</b> | _____                       |
| <b>Email / phone:</b>                 | _____                       |

hereinafter referred to as the "Broker", on the other hand, enter into this agreement (the "Agreement").

## 2. Subject of the Engagement

2.1. The Client engages the Broker to assist in finding a counterparty and preparing a real estate transaction under the following parameters:

|                                                                      |       |
|----------------------------------------------------------------------|-------|
| <b>Property / address / cadastral identifier or search criteria:</b> | _____ |
| <b>Asking price / budget and currency:</b>                           | _____ |
| <b>Other material terms:</b>                                         | _____ |

2.2. The engagement is non-exclusive. The Client may act independently and use the services of other brokers. Remuneration under this Agreement is due solely under the conditions of Section 6. Exclusive rights in favour of the Broker may be agreed only by a separate written agreement signed by the parties.

## 3. Term and Termination

3.1. This Agreement is entered into for a term of 30 calendar days from the date of signing and may be extended only by an express written agreement between the parties.

3.2. The Client may, at any time during the term of the Agreement, terminate the engagement unilaterally by written notice to the Broker, without owing compensation and without being required to grant an additional period for performance. Termination does not affect any entitlement to remuneration that may have arisen solely in the cases and under the conditions of Section 6.

## 4. Performance of the Services

4.1. The Broker undertakes to perform the engagement in good faith, with the care of a prudent merchant and in accordance with the Client's interests. The Broker organises the presentation and viewings of the property, promptly communicates any offers received and assists with the exchange of the documents required for the transaction.

4.2. The Broker undertakes to inform the Client of material circumstances and discrepancies known to the Broker and identified in the exercise of ordinary professional care, to indicate the source of the information provided and to clearly identify unverified information. Upon request, the Broker shall provide the Client with a brief written summary or report on the work performed.

4.3. The Client provides the available reliable information, notifies the Broker of material changes and cooperates in connection with viewings agreed in advance. Decisions regarding the price, the choice of counterparty and the conclusion of the transaction are made independently by the Client.

## 5. Preparation and Review of Documents

5.1. The Broker shall provide the Client with all draft documents originating from the Broker or provided by third parties in connection with the transaction no later than two business days before the intended signing, unless the Client expressly accepts a shorter period for a specific document. The Client is entitled to have the documents reviewed by a lawyer of the Client's choice. Such review does not automatically suspend or extend the term of the Agreement.

5.2. The viewing protocol certifies only the specific property, the participants and the date of the viewing. Signing it does not amend or supplement the terms of this Agreement.

5.3. The engagement under this Agreement covers factual brokerage assistance in the purchase and sale of real estate. Legal, tax and technical advice, including verification of ownership and the legal status of the property, shall be commissioned separately from the relevant professional. This distinction does not release the Broker from the obligations under Section 4.

## 6. Remuneration

6.1. The parties select and complete one of the following remuneration options:

- ☐ \_\_\_\_\_ % of the actual sale price of the property;
- ☐ a fixed amount of \_\_\_\_\_ euro;
- ☐ the Client does not owe remuneration to the Broker.

The stated amount is final and includes VAT where VAT is chargeable. The amount and method for determining the remuneration shall be agreed in writing between the parties before work under the Agreement begins.

6.2. Remuneration is due upon conclusion of the final transaction in notarial form, where the transaction results from the brokerage services and is concluded with a counterparty with whom the Client was introduced in accordance with Section 12 during the term of the Agreement. Viewings, offers, reservations and preliminary agreements are stages of the service and are included in the agreed remuneration.

6.3. Upon expiry or termination of the Agreement, the Broker may, within three business days, provide the Client with a written list of the persons with whom the Client was introduced during the term of the Agreement, specifying the particular property and the date of introduction. The conditions under Clause 6.2 also apply to a transaction with a person included in the list provided in due time, if concluded within 60 calendar days after expiry or termination of the Agreement. After that period, no remuneration arises under this Agreement for a subsequent transaction.

6.4. Payment shall be made to the Broker's bank account within five business days after the conditions under Clause 6.2 or Clause 6.3 have occurred and after receipt of a proper accounting document. Only one remuneration is due under this Agreement for one transaction.

## 7. Costs and Additional Services

7.1. The agreed remuneration includes the ordinary costs of performing the engagement, including presentation of the property, advertising, communication and viewings. An additional service or expense is payable only if agreed in advance by a written addendum signed by the parties.

7.2. The Client's decision not to accept an offer, to change the parameters of the search or sale, or to discontinue the process, forms part of the Client's freedom of contract and does not, in itself, constitute a breach of the Agreement.

## 8. Payments in Connection with the Transaction

8.1. Payments under the transaction are made between the parties to the transaction. The Broker's acceptance, holding or transfer of funds on behalf of the Client requires a separate express written authorisation and agreement specifying the amount, basis, recipient, term and conditions for release or return of the funds.

8.2. The document on the basis of which payment of a deposit, earnest money or reservation amount is proposed shall be provided to the Client for prior review in accordance with Section 5.

## 9. Relations with Other Participants and Conflict of Interest

9.1. Before the Client assumes a binding commitment towards a specific counterparty, the Broker shall notify the Client in writing whether the Broker has an engagement from or a right to remuneration from that counterparty as well, and of any remuneration, fee or other economic interest that the Broker receives or may receive from another participant or a recommended service provider in connection with the transaction. The notice shall state the nature and amount of the remuneration, or the method for determining it, and shall be updated if there is a change.

9.2. The Broker may assist the other party to the transaction only after prior disclosure of those relationships and while preserving confidentiality and the Client's independent decision-making. If an incompatibility with the engagement and/or a conflict of interest arises, the Client is entitled to terminate the Agreement unilaterally under Clause 3.2.

## 10. Presentation of the Property

10.1. In the case of a sale, the content of advertisements, the photographs used, the price and the material terms shall be agreed in writing with the Client before publication or amendment. The presentation of the property shall correspond to the available factual information about it.

10.2. Within three business days after completion of the engagement or receipt of a written request from the Client, the Broker shall remove the property advertisements from the channels controlled by the Broker and shall request removal of publications provided by the Broker on other platforms.

## 11. Documents, Confidentiality and Personal Data

11.1. Confidential information received by the Broker from the Client in connection with performance of the Agreement shall be used solely for the purposes of the engagement and shall not be disclosed to third parties beyond what is necessary for its performance, without the Client's consent, except where required by applicable law. The Broker shall process personal data in accordance with applicable legislation and shall provide the required information regarding such processing.

11.2. Original documents shall be delivered to the Broker against an inventory specifying the purpose of retention and the deadline for return. Upon completion of the engagement, the Broker shall return the originals and retain copies only insofar as necessary for performance of the assigned work or compliance with legal obligations. The confidentiality obligation is indefinite and continues after termination or expiry of the Agreement.

## 12. Communication and Introduction to a Counterparty

12.1. Routine notices and approvals between the Client and the Broker may be made using the email addresses and means of communication specified in the Agreement, except where the law or this Agreement requires another form.

12.2. For the purposes of Section 6, the Client shall be deemed to have been introduced to a specific person in relation to a specific property only where a viewing of the property has taken place with the participation of the Broker and the Client has signed a viewing protocol stating the name or business name of the person and the specific property. Merely sending information or a publication, an anonymous enquiry, providing contact details, or another preliminary contact shall not constitute an introduction within the meaning of this Agreement.

12.3. The Broker shall retain the signed viewing protocols and the documents evidencing the assistance provided. Upon request, the Broker shall provide the Client with a copy of the relevant viewing protocol.

## 13. Annexes, General Terms and Amendments

13.1. Only annexes expressly accepted and signed by both parties form an integral part of the Agreement, namely:

13.2. The Broker's general terms, if any exist or are applicable, do not form part of this Agreement unless expressly accepted and signed by the Client as an annex to it. In the event of conflict between the provisions of this Agreement and the content of the Broker's standard forms and/or general terms, the provisions of this Agreement shall prevail.

13.3. Amendments and supplements to this Agreement are valid only if made in a written agreement signed by both parties. Routine correspondence under Clause 12.1 serves to perform the Agreement and does not, by itself, amend the term, remuneration or scope of the engagement.

## 14. Governing Law and Final Provisions

14.1. This Agreement is governed by Bulgarian law. The parties shall make good-faith efforts to resolve any disputes and disagreements between them amicably, without limiting the right of either party to refer the matter to the competent court under the conditions and procedure provided by law.

14.2. All notices, communications and other statements between the parties in connection with this Agreement shall be made in writing and sent to the following addresses and email addresses:

| For the Client | For the Broker |
|----------------|----------------|
| Address: _____ | Address: _____ |
| Email: _____   | Email: _____   |
| Phone: _____   | Phone: _____   |

14.3. Telephone numbers may be used for operational communication between the parties, including through electronic communication applications, but they do not replace written notification under this clause where the Agreement or the law requires a statement to be in writing.

14.4. Each party shall promptly notify the other of any change in the stated contact details. Until such notification is received, communications sent to the last stated address or email address shall be deemed duly sent.

*This Agreement is signed in two identical counterparts - one for each party.*

| FOR THE CLIENT   | FOR THE BROKER   |
|------------------|------------------|
| Name: _____      | Name: _____      |
| Signature: _____ | Signature: _____ |
| Date: _____      | Date: _____      |