

AGREEMENT FOR THE
PROVISION OF INTERMEDIARY
SERVICES

Nr. XXXX

Signed by and between:

SELLER

and

UGOVOR O PRUŽANJU
POSREDNIČKIH USLUGA

Br. XXXX

Potpisan između:

PRODAVAC

i



Month / Mjesec
2022

Westhill Property D.O.O. BAR, MONTENEGRO

www.westhill.me

Verzija: 1.0

AGREEMENT FOR THE PROVISION OF INTERMEDIARY SERVICES

for the sale of real estate in Montenegro

Concluded on xx.xx.2022 in Budva between the following parties:

Name and surname, citizenship, registered residence address street, town, country, passport number xxxxxxxx, issue date xx.xx.xx, email xxxxxxxxxxxxxxxxx

(hereinafter referred to as: SELLER);

and

Westhill Property D.O.O. Bar, registration number 5-0810119/002, represented by Natalia Hanayli, managing director, email info@westhill.me

(hereinafter referred to as: WESTHILL PROPERTY)

hereinafter referred to as PARTIES

HAVE CONCLUDED THE FOLLOWING AGREEMENT ON THE PROVISION OF INTERMEDIARY SERVICES:

I. SUBJECT OF THE AGREEMENT

- I.1 WESTHILL PROPERTY undertakes, on the instructions of the SELLER, to provide buyer search services for the property specified in this agreement.
- I.2 The SELLER undertakes to pay for the services of WESTHILL PROPERTY in accordance with clauses III.6, III.7 of this agreement.
- I.3 Information about the property:
 - xxxxxxxxxxxxxxxxxxxxxxxxx
 - Estimated value

II. RIGHTS AND OBLIGATIONS OF WESTHILL PROPERTY

- II.1 WESTHILL PROPERTY undertakes to make every effort to find buyers for the property owned by the SELLER. Under this agreement, WESTHILL PROPERTY provides the SELLER with basic services, the description of which can be found on the agency's web page under the heading "Find a buyer" (https://www.westhill.me/list_a_property_in_montenegro).
- II.2 WESTHILL PROPERTY undertakes to respect the confidentiality of the data of the SELLER, not to transfer it to third parties and not to use it in any other way that might harm the interests of the SELLER.
- II.3 WESTHILL PROPERTY has the right to require the SELLER to sign an INVENTORY OF PROPERTY being sold together with the real estate before making a preliminary or main sale transaction.
- II.4 WESTHILL PROPERTY has the right to require the SELLER to sign a CERTIFICATE OF PROPERTY INSPECTION including a list of potential buyers who visited the property. THE CERTIFICATE OF PROPERTY INSPECTION can be signed by the

UGOVOR O PRUŽANJU POSREDNIČKIH USLUGA

za prodaju nekretnine u Crnoj Gori

Zaključen xx.xx.2022 godine u Budvi, Crna Gora, između sledećih strana:

Puno ime, državljanstvo, adresa prebivališta/boravka ulica, grad, država, broj pasoša xxxxx, izdat xxxxxx, e-mail adresa xxxxxx, (u daljem tekstu „PRODAVAC“), s jedne strane,

I

Westhill Property D.O.O. Bar, registarski broj 5-0810119/002, koje zastupa Natalia Hanayli, direktor, email info@westhill.me, (u daljem tekstu „WESTHILL PROPERTY“), s druge strane,

u daljem tekstu zajedno imenovani kao „STRANE“

ZAKLJUČILI SU OVAJ UGOVOR O PRUŽANJU POSREDNIČKIH USLUGA:

I. PREDMET UGOVORA

- I.1. WESTHILL PROPERTY se obavezuje da po zadatku PRODAVCA pruža usluge pronalaženja kupaca nepokretnosti koja je navedena u ovom ugovoru.
- I.2. PRODAVAC se obavezuje da plati za usluge WESTHILL PROPERTY, u skladu sa članovima III.6, III.7 ovog ugovora.
- I.3. Podaci o objektu nepokretnosti:
xxxxxxxxxxxxxxxxxxxxxx
Procijenjena vrijednost

II. PRAVA I OBAVEZE WESTHILL PROPERTY

- II.1. WESTHILL PROPERTY se obavezuje da uloži sve napore da pronađe kupce nekretnine, koja je u vlasništvu PRODAVCA. U okviru ovog ugovora, WESTHILL PROPERTY pruža PRODAVACU osnovne usluge, čiji se spisak može naći na stranici agencije pod naslovom „Prodaja“ (https://www.westhill.me/list_a_property_in_montenegro).
- II.2 WESTHILL PROPERTY se obavezuje da će čuvati poverljivost podataka koje mu je pružio PRODAVAC, da ih neće prenositi trećim licima i da ih neće koristiti na bilo koji drugi način koji bi mogao da dovede do štete po interese PRODAVCA.
- II.3. WESTHILL PROPERTY ima pravo da zahtijeva od PRODAVCA da potpiše AKT POPISA IMOVINE koja se prodaje zajedno sa nepokretnošću do preduzimanja predugovora ili glavnog ugovora o kupoprodaji.
- II.4. WESTHILL PROPERTY ima pravo da zahtijeva od PRODAVCA da potpiše AKT O PREGLEDU IMOVINE sa spiskom potencijalnih kupaca koji su obišli nekretninu. AKT O PREGLEDU IMOVINE PRODAVAC može lično potpisati ili mu isti može biti poslat e-mailom na utvrđivanje.

<p>SELLER personally or sent to the SELLER for confirmation via email.</p> <p>II.5 WESTHILL PROPERTY undertakes to consult with the SELLER during negotiations with potential buyers in order to safeguard the interests and benefits of the SELLER. During the negotiations, WESTHILL PROPERTY will use the documents and instructions provided by the SELLER and the state authorities of Montenegro, as well as detailed information about the terms of payment for real estate. Any exceptions concerning these data, documents, and information must be agreed upon and provided by the SELLER.</p> <p>II.6 WESTHILL PROPERTY organizes the signing of property reservation agreements, preliminary contracts, and similar documents during the negotiation process.</p> <p>II.7 If necessary, an authorized representative of WESTHILL PROPERTY can accept a deposit for the property being sold on behalf of the SELLER before the notarized signing of a preliminary contract or a contract of sale with the buyer occurs.</p> <p>II.8 WESTHILL PROPERTY does not bear liability and responsibility for the non-compliance by the buyer with the terms of the contract of sale with the SELLER.</p>	<p>II.5. WESTHILL PROPERTY se obavezuje da će se konsultovati sa PRODAVACEM u toku pregovora sa potencijalnim kupcima kako bi služio interesima i koristima PRODAVCA. U pregovaračkom procesu, WESTHILL PROPERTY će koristiti dokumentaciju i uputstva koja će dostaviti PRODAVAC i državni organi Crne Gore, kao i detaljne informacije o uslovima plaćanja za nekretninu. Bilo koji izuzeci u vezi sa ovim podacima, dokumentima i informacijama moraju biti dogovoreni i obezbeđeni od strane PRODAVCA.</p> <p>II.6. WESTHILL PROPERTY organizuje potpisivanje rezervacionog ugovora, predugovora i sličnih dokumenata tokom pregovaračkog procesa.</p> <p>II.7. Ovlašćeno lice WESTHILL PROPERTY-sa, po potrebi, može u ime PRODAVCA da primi kaparu za nekretninu koja se prodaje prije notarskog potpisivanja predugovora ili ugovora o kupoprodaji sa kupcem.</p> <p>II.8. WESTHILL PROPERTY neće snositi materijalnu i pravnu odgovornost u slučaju nepoštovanja od strane Kupca uslova kupoprodajnog ugovora sa Prodavcem.</p>
<p>III. RIGHTS AND OBLIGATIONS OF THE SELLER</p>	<p>III. PRAVA I OBAVEZE PRODAVCA</p>
<p>III.1 The SELLER undertakes to provide all the necessary documents confirming the ownership of the property and to provide WESTHILL PROPERTY with objective information about all its physical and legal properties.</p> <p>III.2 If the property price is to change, the SELLER undertakes to notify WESTHILL PROPERTY in writing.</p> <p>III.3 The SELLER undertakes to provide access to the property for representatives of WESTHILL PROPERTY upon request whenever the latter organizes a viewing for potential buyers.</p> <p>III.4 The SELLER undertakes to arrive at the place and at the time specified by WESTHILL PROPERTY in order to complete a preliminary and/or main sale transaction and provide all necessary documents, such as: notarized spousal consent to alienate the property being sold (if necessary); proof of ownership of the property; a notarized power of attorney for an authorized representative of the SELLER (all owners), if it is impossible to attend in person.</p> <p>III.5 The SELLER is responsible for the legal shortcomings of the property, non-fulfillment of tax obligations, non-payment of utility bills, and any defects of the property that are discovered after the signing of the preliminary or main contract of sale.</p> <p>III.6 If the property is sold to the buyer found by WESTHILL PROPERTY, the SELLER undertakes to pay WESTHILL PROPERTY a commission fee in the amount of X (XXX) percent of the purchase price of</p>	<p>III.1. PRODAVAC se obavezuje da će obezbijediti svu potrebnu dokumentaciju koja potvrđuje pravo svojine na odgovarajući objekat nepokretnosti, kao i da će pružiti WESTHILL PROPERTY-su objektivnu informaciju o svim njenim fizičkim i pravnim karakteristikama.</p> <p>III.2. U slučaju promjene vrijednosti objekta, PRODAVAC se obavezuje da o tome obavijesti WESTHILL PROPERTY pismeno.</p> <p>III.3. PRODAVAC se obavezuje da će predstavnicima WESTHILL PROPERTY-sa, na zahtjev, omogućiti pristup relevantnoj nepokretnosti, kad god poslednji organizuju posjetu potencijalnih kupaca.</p> <p>III.4. PRODAVAC se obavezuje da će doći na mjesto i u vrijeme koje je naznačio WESTHILL PROPERTY radi preduzimanja predugovora i/ili glavnog ugovora o kupoprodaji nepokretnosti i obezbijediti svu neophodnu dokumentaciju, kao što su: ovjerena saglasnost supružnika za otuđenje imovine koja se prodaje (ako je potrebno); osnov posjedovanja nepokretnosti; notarski ovjereno punomoćje za ovlašćeno lice koje zastupa PRODAVCA (sve vlasnike), ukoliko je nemoguće prisustvovati lično.</p> <p>III.5. PRODAVAC snosi odgovornost za pravne nedostatke objekta nepokretnosti, za neispunjenje poreskih obaveza, neplaćanje računa za komunalne usluge, utvrđivanje skrivenih nedostataka i nedostataka imovine otkrivenih nakon zaključenja predugovora ili glavnog ugovora o prodaji.</p> <p>III.6. PRODAVAC se obavezuje da plati WESTHILL PROPERTY-su proviziju u iznosu od X% (xxxx) procenata od prodajne cene nepokretnosti, ukoliko je nekretnina prodana kupcu kojeg je našao WESTHILL PROPERTY. Provizija mora biti</p>

<p>the property. The commission fee must be paid in full after the SELLER receives payment for the property that is at least twice as high as the amount of the commission fee. The commission fee is to be paid within 5 (five) working days from the date of the invoice. If the invoice is not paid on time, delay penalties of 0.01 percent of the invoice amount for each day of delay are charged.</p> <p>III.7 The commission fee specified in clause III.6 does not include 21 percent value-added tax (VAT). WESTHILL PROPERTY issues an invoice to the SELLER for the amount of the commission fee plus 21% VAT, unless otherwise provided by law.</p> <p>III.8 If the SELLER or the SELLER’S representative sells the property to the buyer found by WESTHILL PROPERTY during the term of this agreement refusing the services of WESTHILL PROPERTY, entering into direct negotiations with the buyer or in any other way, the SELLER will pay WESTHILL PROPERTY the commission fee in full plus a fine equal to 25% of the total amount of the commission fee.</p> <p>III.9 If the notarized preliminary contract or the contract of sale with the SELLER is terminated due to the BUYER’s fault, WESTHILL PROPERTY has the right to demand that the SELLER pay half of the commission fee if the SELLER has received a deposit from the BUYER that exceeds at least twofold the amount equal to one half of the commission fee. If the notarized preliminary contract or the contract of sale is terminated due to the SELLER’s fault, WESTHILL PROPERTY has the right to demand that the SELLER pay full amount of the commission fee, and in that case the SELLER independently bears all costs and expenses associated with the return of the deposit to the BUYER and with any penalties.</p> <p>III.10 If the SELLER, through direct negotiations, sells the property to the buyer found by WESTHILL PROPERTY within 12 months after the termination of this agreement, WESTHILL PROPERTY has the right to demand that the SELLER pay the full amount of the commission fee. The parties will accept the CERTIFICATE OF PROPERTY INSPECTION, executed in accordance with this agreement, as proof of identity of the buyer who concluded the transaction with the SELLER.</p>	<p>uplaćena u cjelosti nakon što PRODAVAC primi na ime kupoprodajne cijene iznos koji je minimum dva puta veći od iznosa provizije. Provizija se plaća u roku od 5 radnih dana od datuma ispostavljanja fakture. U slučaju neplaćanja fakture u navedenom roku, primenjuju se penali u iznosu od 0,01% od iznosa fakture dnevno.</p> <p>III.7. Provizija iz tačke III.6. ne uključuje porez na dodatu vrijednost (PDV) 21%. WESTHILL PROPERTY fakturiše PRODAVCU iznos provizije plus 21% PDV-a, osim ako zakonom nije predviđeno drugačije.</p> <p>III.8. U slučaju da PRODAVAC ili njegov predstavnik prodaju nekretninu kupcu kojeg je pronašao WESTHILL PROPERTY tokom trajanja ovog ugovora, odbijajući usluge WESTHILL PROPERTY, pregovarajući direktno sa kupcem ili na bilo koji drugi način, on nadoknađuje WESTHILL PROPERTY proviziju u punom iznosu plus penale koji su jednaki iznosu od 25% od ukupnog iznosa provizije.</p> <p>III.9. U slučaju raskida notarski ovjerenog predugovora ili ugovora o kupoprodaji sa PRODAVCEM krivicom KUPCA, WESTHILL PROPERTY ima pravo zahtijevati od PRODAVCA da plati polovinu provizije, u slučaju da je PRODAVAC primio od KUPCA kaparu, u iznosu koji premašuje najmanje dva puta polovinu provizije. Ako se ovjereni predugovor ili ugovor o kupoprodaji raskine krivnjom PRODAVCA, WESTHILL PROPERTY ima pravo zahtijevati od PRODAVACA punu isplatu provizije, pri čemu će PRODAVAC o svom trošku snositi sve troškove i izdatke. povezane s povraćajem KUPCU kapare i penala.</p> <p>III.10. WESTHILL PROPERTY ima pravo da zahtijeva od PRODAVCA da plati punu proviziju u slučaju ukoliko PRODAVAC, direktnim pregovorima, proda nekretninu kupcu kojeg je pronašao WESTHILL PROPERTY u roku od 12 meseci nakon prestanka važenja ovog ugovora. Strane će prihvatiti AKT O PREGLEDU IMOVINE, koji je sačinjen u skladu sa ovim ugovorom kao dokaz identifikacije kupca koji je zaključio pravni posao sa PRODAVCEM.</p>
<p>IV. CONFIDENTIALITY</p> <p>IV.1 The parties undertake to comply with the terms of this agreement; the information and data contained in this agreement should be treated as confidential.</p> <p>IV.2 By signing this agreement, the SELLER consents to the collection and processing of his personal data in accordance with the provisions of the WESTHILL PROPERTY Privacy Policy. The personal data processing terms can be found on www.westhill.me.</p>	<p>IV. POVJERLJIVOST</p> <p>IV.1. Strane se obavezuju da će se pridržavati uslova ovog ugovora; informacija i podaci, koji su sadržani u ovom ugovoru će se tretirati kao poverljivi.</p> <p>IV.2. Potpisivanjem ovog dokumenta, PRODAVAC daje saglasnost za prikupljanje i obradu njegovih ličnih podataka u skladu sa odredbama Politike privatnosti WESTHILL PROPERTY. Za više informacija o obradi ličnih podataka posjetite www.westhill.me.</p>

<p>V. VALIDITY AND TERMINATION OF THIS AGREEMENT</p> <p>V.1 This agreement shall become effective as of the date of its execution and shall continue in effect for a period of 12 (twelve) months from the date of execution with automatic renewal. If the parties do not inform each other in writing 30 days before the date of termination of the agreement about their intention to terminate the agreement, it will be automatically extended for another year.</p> <p>V.2 This agreement may be terminated by either Party, subject to prior notification of the other party in writing.</p> <p>V.3 If the agreement is terminated for any reason, the Parties will return all confidential documentation concerning the Parties and the subject matter of the agreement within 7 days after the termination of the agreement.</p> <p>VI. TERMINATION OF OBLIGATIONS</p> <p>VI.1 The Parties are released from liability for non-fulfillment or improper fulfillment of their obligations under this agreement if non-performance of a party are force majeure events, i.e. extraordinary and unavoidable circumstances (for example, natural disasters, armed conflicts, etc.), and for WESTHILL PROPERTY, the grounds for release from liability are also events, factors, or circumstances beyond WESTHILL PROPERTY's control and authority (in particular, decisions, actions, or inaction of authorities or management, the issuance of regulations that prevent the proper fulfillment of obligations, etc.).</p> <p>All provisions not stipulated by this agreement are governed by the rules and regulations of the current legislation of Montenegro. All disputes of the Parties under this agreement or in connection with it shall be resolved by negotiations. If the parties fail to reach agreement, either party shall take legal proceedings against the other party to court at the location of WESTHILL PROPERTY.</p> <p>This agreement has been executed by the Parties in two (2) duplicate originals in English and Montenegrin, each Party has received one (1) duplicate original. In case of discrepancy between the English and the Montenegrin versions, the Montenegrin version shall prevail. IN TESTIMONY WHEREOF, the Parties have hereunto subscribed their name and affixed their seals (if any).</p>	<p>V. ROK VAŽENJA I NAČIN PRESTANKA VAŽENJA UGOVORA</p> <p>V.1. Ovaj ugovor stupa na snagu od momenta potpisivanja i važi 12 (dvanaest) meseci uz automatsko obnavljanje. Ukoliko strane ne obavijeste jedna drugu 30 dana prije datuma prestanka važenja ugovora o svojoj namjeri da raskinu ugovor, onda se on automatski produžava za još godinu dana.</p> <p>V.2. Bilo koja Strana može da raskine ovaj Ugovor, uz prethodno obavještenje druge Strane pismeno.</p> <p>V.3. Ukoliko je iz bilo kog razloga ugovor bude raskinut, Strane će u roku od 7 (sedam) dana nakon raskida ugovora vratiti svu poverljivu dokumentaciju koja se tiče Strana i predmeta ugovora.</p> <p>VI. PRESTANAK OBAVEZA</p> <p>VI.1. Strane se oslobađaju od odgovornosti za neizvršenje ili neispunjenje svojih obaveza iz ovog ugovora, ako su razlog tome bili događaji više sile, tj. okolnosti koje su vanredne i neizbježne u datim uslovima (na primer, prirodne katastrofe, oružani sukobi, itd.), a za WESTHILL PROPERTY, događaji, činjenice ili okolnosti koje nisu pod kontrolom i van uticaja WESTHILL PROPERTY-sa (naročito odluke, djelovanje ili ćutanje organa vlasti ili uprave, donošenje propisa koji sprečavaju uredno izvršavanje obaveza i sl.).</p> <p>Sve odredbe koje nisu predviđene ovim ugovorom, regulisaće se normama i odredbama važećeg zakonodavstva države Crne Gore. Sve sporove i nesuglasice koje nastanu između Strana po ovom ugovoru ili u vezi sa njim, Strane će rešavati putem pregovora. Sporovi Strana koji nisu riješeni pregovorima, rešavaće se na sudu po mjestu sjedišta WESTHILL PROPERTY-sa.</p> <p>Ovaj ugovor je sačinjen i potpisan na ruskom i crnogorskom jeziku u dva originalna primjerka, po jedan za svaku Stranu. U slučaju bilo kakvog neslaganja između crnogorske i ruske verzije, verzija na crnogorskom jeziku ima prednost. U znak potvrde gore izliženog strane su se potpisale nad svojim imenima i stavile svoje pečate, ukoliko posjeduju iste.</p>
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SELLER
Name and surname

WESTHILL PROPERTY
Natalia Hanayli

U ime PRODAVCA
prezime i ime

U ime WESTHILL PROPERTY
Natalia Hanayli
