

SOLE BROKER AGREEMENT

Broker Agreement pursuant to
 Section 14 Maklergesetz (Austrian
 Broker Statute)
 Sale/Letting

Client(s)

Name(s)/Company name:.....

Address(es):.....

Phone: Fax:

Occupation..... Date of birth:.....
 The client is consumer yes no

Terms and conditions of the order

The real estate broker is instructed to sell to let
 the property described in more details below on the terms stated herein.

The client is
 entitled to dispose of the property as Owner /
 authorized by the person entitled to dispose of the property and is liable for any obligations under this agreement.

**This instruction is a sole broker agreement until Thereafter it will be changed into an
 unlimited simple broker agreement terminable at any time.**

Property:

Type of property:

Address:.....

EZ [folio number]:..... KG [cadastral district]:.....GSt. [plot]:.....

Shares: Gfl. [main area/]: Nfl. [side areas]:..... Year of construction:

Ready for occupancy on:.....

Purchase price incl. debts and other liabilities EURO.....

Gross monthly rent/housing contribution: EURO

inclusive / exclusive of % VAT

Description (rooms, furniture, fittings, heating, lift, connections, etc.):

Contract conditions (security deposit, term of contract, terms of payment, reserve for maintenance and repair, etc.):

Commission agreements

The client undertakes to pay the commission specified hereunder in case he enters into the transaction mentioned above with the party identified by the broker. The broker commission shall also be due in case the broker has become active for the client in any other way.

Amount of the Commission:

% of the purchase price incl. debts and other liabilities (as agreed in the contract)
..... % monthly gross rents (total rent excluding VAT)
.....% of special considerations (for investments, furniture, granting of rights
plus 20 % VAT

In the event that the prospective client enters into a legal transaction of equivalent purpose (e.g. purchase instead of rent) s/he undertakes to pay to the real estate broker a commission which shall be calculated pursuant to the respective maximum amounts for commissions as laid down in the *Immobilienmaklerverordnung* [Real Estate Broker Regulation] 1996.

The client shall assist the broker in carrying out his broker activity in good faith and shall refrain from passing on any information on business opportunities.

Broker and client are obliged to provide each other with the necessary information. In particular, the client shall immediately inform the broker about any change of his intention to sell/rent the property. In addition, the client undertakes to advise the broker of the persons who contacted him directly during the term of the sole broker agreement. The broker undertakes to use his best endeavours in carrying out the instruction.

Special commission agreements

Payment of the commission agreed upon above (or a commission in the amount of EURO plus VAT is also agreed upon if

- the transaction described in the broker agreement is not entered into contrary to good faith,
- a different transaction is entered into the purpose of which is equivalent to the original transaction,
- either the client or the third party identified by the broker passes on the business opportunity proposed by the real estate broker to a different person with whom the transaction is then entered into
- or that any statutory or contractual right of first refusal, repurchase or right to succeed has been exercised (section 15 para 1 Maklergesetz (Austrian Broker Statute))

In these cases the commission is calculated pursuant to the purchase price/monthly gross rent given in the broker agreement.

For the term of the sole broker agreement the following additional facts entitling the broker to a commission are agreed upon:

The client is obliged to pay the commission stated above if

- the sole broker agreement is terminated early by the client in violation of the contract and without important reason;
- the transaction was entered into during the term of the sole broker agreement in violation of the contract through the activities of a different broker instructed by the client; or
- the transaction was entered into during the term of the sole broker agreement in a way other than by the activities of a different broker instructed by the client.

The client acknowledges receipt of a copy of this broker agreement and an outline of ancillary expenses (ÖVI form 13 K or M).

Place of jurisdiction:
(only if no consumer involved)

Venue.....

Date.....

.....
Real estate broker

.....
Client

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