

REAL ESTATE AGENCY AGREEMENT

DETAILS OF THE AGENT

Consultant: Consultant (Tel):
Company name: Consultant (Email)
Tax identification code:
Company registration number:
Address:

DETAILS OF THE CLIENT(S)

Client acts in his/her own name:

Name: Tel:
Place and date of birth: Email:
Mother's name:
Address:
Nationality:
Type of identification document:
Number of identification document:

Name: Tel:
Place and date of birth: Email:
Mother's name:
Address:
Nationality:
Type of identification document:
Number of identification document:

In case of a company:

Name: Tel:
Head office: Email:
Tax number:
Company registration number:
Representative:

Owner is represented by possessing a separate authorisation document when signing this agreement.

Name: Tel:
Place and date of birth: Email:
Mother's name:
Address:
Nationality:
Type of identification document:
Number of identification document:

*The agreement was signed thus made effective by and between the **Client** (see detailed information at details of the client(s)) and [Partner company name] (hereinafter referred to as **Agent**) on this day with the terms and conditions laid down in this agreement acknowledged by the Client prior to giving his/her signature. By signing this agreement Client confirms the acceptance of the terms and conditions.*

AGENCY AGREEMENT

1. Details of the Property: see on the Real Estate data sheet (Annex I)

Address:.....

Topographical lot number:.....

2. Type of agency agreement: STANDARD

3. Term of the agreement:

The agreement applies for an INDETERMINATE period or until the following date day month year.

4. In terms of the pricing of the Property, parties agree in the following:

1. Phase: the guide price of the real estate in this phase isHUF, meaningHUF, valid until: day..... month..... year.
2. Phase: the guide price of the real estate in this phase is HUF, meaningHUF, valid until: day..... month..... year.
3. Phase: the guide price of the real estate in this phase is HUF, meaningHUF, valid until: day..... month..... year.

„Phase” means the time period in which the guide price of the real estate is kept unchanged, valid and effective.

Following this period the guide price is set according to the agreed reduced price of the next phase previously determined in this agreement without any need for a separate declaration of intention. In case there are no further phases with previously set reduced prices the price of the last phase remains effective until day..... month year [Expiration date of the agency agreement, in case it is determined] until the termination of the agency agreement or until further notice.

4.1 In terms of the limit price parties agree according to the following:

Limit price means the lowest price offered, which the Client is willing to accept in case of a written purchase offer. The limit price may be modified only in written format by mutual agreement of the Parties. The limit price may be the same as the guide price of the property.

The limit price of the property: HUF Not determined

5. Subject of the agreement:

Sale Rent Sale rental rights

6. Charges/ rights registered on the property:

Usufruct rights: no / yes Mortgage: no / yes Other:

7. Terms and conditions of sales contract:

Deadline of handing over property: Minimum..... maximum..... following the signature of the sales contract.

Terms of payment: The first minimal instalment, 10% of the purchase price is due within no more than 3 days upon the conclusion of the sales contract, whereas the remaining amount of the purchase price is due at the same time when the property is handed over and can be paid in multiple instalments.

8. The amount of commission to be paid to the Agent (PREMIUM agreement):

8.1% + VAT of the purchase price of the property, during the premium period but at least HUF + VAT.

or

8.2 In case of a fixed commission: regardless of the purchase price of the property: HUF + VAT.

9. Your Consultant:

10. Provisions regarding the agency agreement but differing from the terms and conditions:

*

In accordance with the principles set by the Code of Ethics of Rock Home, this document may be used solely in the partner network of Rock Home.

Undersigned by giving his/her signature, certifies that the information provided in this agreement is true and given in good faith.

Undersigned consent to and acknowledge that his/her personal data recorded in this agreement will be kept and managed in the future by Rock Home Network in the manner and for the purpose specified in the privacy policy of this agreement (Annex II) in accordance with the provisions of the relevant legislation.

Client hereby declares that he/she acknowledged this agreement and received detailed information about both it and the below Terms and Conditions in its entirety by the Agent. After reading and understanding the agreement, Client gave his/her approval by signing it – as it met his/her will in its entirety.

Client is entitled to ask for an offer in relation with issuing an energy performance certificate from the association with which Rock Home is cooperating with, thus Client consents to his/her name and phone number to be provided to this partner for the above purpose.

Date:

.....
Agent

.....
Client(s)

TERMS AND CONDITIONS

BASED ON THIS AGREEMENT AGENT OPERATES UNDER THE NAME OF THE ROCK HOME BRAND, BUT FULLY INDEPENDENTLY.

The entrusted Association is providing real estate agency activity as a business service. The agency services are provided by following the below terms and conditions:

1. Declarations of the Client

Client declares, that he/she is the owner of the object of this agreement, described on the real estate data sheet, Annex I of this agreement (hereinafter referred to as: Property)

Client declares and guarantees that he/she possesses the contribution of all Individuals having any disposal rights of the Property (e.g.: joint owner) for selling the Property under the circumstances and data described in this agreement).

Client acknowledges, that in case the sales contract mediated by the Agent can not be concluded or the Property can not be sold because any of the other joint owners / beneficiaries do not give their consent to the transaction, this does not concern the success of the mediation, thus the total commission fee is due and Client is obliged to pay it in its whole.

2. The subject of the agreement

Client assigns the Agent to operate as a real estate agent and consultant in order to sell the Property or utilize it/ hand it over on a separate legal basis.

Agent is entitled to do the followings in relation with the Property in case a potential buyer appears (hereinafter referred to as bidder):

- show it,
- inform bidders about the Property,
- negotiate with the parties in order to close a deal,
- advertise the Property anywhere – including printed press, internet and other media - according to the agreement without revealing the exact location of the Property.

Agent guarantees that the Property will be listed among the offers of the Rock Home website www.rockhome.hu within 5 working days of this agreement coming into effect.

3. Rules of cooperation, obligation to inform

3.1. Client guarantees that he/she notifies the Agent about all information in advance if possible which is in relation with the rights and obligations of the Agent arising from this agreement. Damages resulting from the alleged delay in providing information are the responsibility of the Client in full.

Client ensures that the Agent can be present at every negotiation and discussion with any bidder - either mediated by the Agent's or contacting the Client directly - in relation with the activity of the Agent and concerning his/her rights and obligations arising from this agreement – especially the legal basis of the commission fee and its amount.

3.2. Client in his/her own interest –taking into consideration the possible obligation to pay the commission fee – is obliged to clarify if the bidder contacting him/her directly has possibly received information about the Property for sale from the Agent.

3.3. Client guarantees that in case the Agent is not present at the time of signing the sales contract, he/she notifies the Agent about the transfer of the Property or its utilization on a separate legal basis no later than 3 days following the transaction, by presenting the name of the contracting party and the sales price of the Property by providing a copy of the sales contract of the Property including all the information which is, or may be in relation with the rights of the Agent arising from this agreement.

All data and information provided by the Client is covered by the obligation of professional secrecy.

3.4. The guide price of the Property determined by the Client is informative, the commission fee is to be determined in line with the final purchase price as a result of the negotiation between the parties.

In case the Agent is not present at the time of contracting and the Client has not fulfilled his/her obligation specified and agreed to in point 3.3 of this agreement, the base of the commission fee is the guide price.

In case of an exchange contract, the base of the commission fee is the price set in the exchange contract or otherwise the guide price.

3.5. Client ensures that he/she does not advertise / offer the Property and/ or does not advertise or offer it through others for a price lower than the guide price. In case the Client acts contrary to his/her obligations set in this clause, Agent is entitled to terminate the present agreement with immediate effect.

In case Client is advertising / offering the Property and / or advertising offering it through others for a lower price than the set guide price in spite of the statement of this present paragraph, then the parties automatically take it as the alteration of the guide price thus the Agent is also entitled to advertise the Property for the same guide price.

3.6. In case of the possible alteration of the guide price and/or limit price, Client is obliged to notify the Agent in written format or via e-mail within 3 (three) working days. Parties agree that with this written or email notification the relevant clause of this agreement is automatically considered as modified.

4. Bidder

Every individual is to be considered as a bidder who became aware of the marketability of the Property through the activity of the Agent. Every individual is to be considered as a bidder especially who claims to become aware of the details of the Property as well as his/her friends and relatives or the legal entity or any other organisation (hereinafter referred to as: organisation) in the property of the individual claiming to become aware of the details of the Property and also the organisation where the above individual is senior official or employee or anyone who makes a purchase offer through the Agent. In order to identify the bidders, the individuals becoming aware of the details of the Property may be asked to sign a statement.

5. Successful execution

5.1 In case an ownership transfer agreement comes into effect between the Client and any of the bidders mediated by the Agent (including the Client's written acceptance of the written purchase offer of a bidder mediated by the Agent) or in case any other agreement comes into effect regarding the acquisition of rights in return for payment (including preliminary contracts and lease contracts also) during the term of this agreement or 12 months following the termination of this agreement, the commission is to be considered as successfully fulfilled.

5.2 The commission is to be considered successful also, if the ownership of the business organisation having the ownership rights of the property is transferred partially or entirely to the bidders mediated by the Agent or in case the Client does not accept or does not take over a written purchase offer with the limit price specified above or in case a limit price was not specified, with the price of the guide price or an even higher price secured with the amount of at least a 100.000,-HUF in accordance with the above conditions of the sales transaction agreement,

5.3 The commission is to be considered successful also in case the transfer of the ownership of the property does not happen between the Client and the proposed buyer of the Agent because a third party enforces his/her right of pre-emption thus replacing the proposed buyer and an agreement of property transfer comes into effect between the Client and him/her.

6. Due date of commission fee

6.1. In case of the successful fulfilment of the commission, Agent is entitled to the amount (success fee) indicated above in this agreement.

Client ensures that in case the amount of the percentage-adjusted commission fee (corresponding to the purchase price) does not reach the minimum fee indicated above, then Client is obliged to pay the minimum fee to the Agent.

6.2. The total commission fee – excluding the case described in this paragraph – in relation with the transfer of the ownership of the property (including the written approval of the purchase offer of a bidder mediated by the Agent) or in relation with the ownership rights and transfer of the property for remuneration specified in an agreement (including preliminary contracts and lease contracts also) is due and to be invoiced by the Agent when the payment, prepayment, deposit, option fee, lease payment (hereinafter referred to as: first instalment of the purchase price) is received by the Client.

The commission fee is also due when receiving the first instalment of the purchase price in case the conclusion of the agreement is to be approved by a third party (for instance the buyer is a foreign person) or the competent authority has to grant its authorisation in the matter. In case the competent authority or the third party refuses to consent, the Agent is obliged to reimburse the commission fee in total within 3 working days with the exception of the case when the agreement did not come into effect because of the person – entitled to decide over the property - whose approval was ensured by the Client in paragraph 1 of this agreement - refuses to consent. In this case, Agent is entitled to the commission fee in full.

In case the Client and his/her joint owner of the property does not accept or does not take over a written purchase offer with the limit price or in case a limit price was not specified, with the price of the guide price or an even higher price secured with the amount of at least a 100.000,-HUF in accordance with the above conditions of the sales transaction agreement, the total commission fee is due the next day following the expiration date of the purchase offer.

In case the agreement in relation with the transfer of the ownership of the property came into effect (including the seller's (client's) written approval of the purchase offer of the bidder mediated by the Agent) but the purchase agreement necessary to transfer the ownership rights and applicable for the register entry of the property does not come into effect because of the Client or his/her possible joint owner and/or any third party authorized to dispose of the property, the commission fee is due in total.

In case the agreement mediated by the Agent does not come into effect or is not fulfilled because the other joint owners / beneficiaries specified in paragraph 1 of this agreement - let them be according to the land register or not – do not consent to the transaction, this does not affect the success of the commission, thus the commission fee is due in total.

7. Services of the Agent

The commission fee contains the following services:

- notifying existing and new clients about the Property
- preparing the floor plan and photographs
- advertising the Property at the www.rockhome.hu website
- advertising the Property via online platforms
- providing information about the Property for those interested
- coordinating property visits
- taking part in price negotiations
- assisting in the preparation of the sales contract
- case the parties require, offering legal representative (lawyer) assisting in the transaction

Additional services the Agent may provide at his/her own discretion:

In order to successfully fulfil the commission Agent is only entitled to place a sign board or any other type of advertising material with the consent of the Client.

8. Termination of the commission

8.1. This agreement automatically terminates when the agreement is fulfilled

8.2. This agreement terminates also in case the Property forming the subject of this agreement is sold by the Client or a third party or a desired other type of agreement comes into effect.

8.3. Each party has the right to resign from present agreement without justification by sending a written declaration of intention to the other party (ordinary termination).

8.4. Each party has the right to resign from present agreement with immediate effect by sending a written declaration of intention to the other party in case a relevant provision of present agreement was seriously breached by the other party (extraordinary termination).

8.5. In case present agreement does not come into effect in the business premises of the Agent, parties ensure, that in accordance with the Government Decree No. 45/2014. (II.26.) Client has the right to resign from present agreement without justification within 14 days from signing of the present agreement. Agent must be informed about the resignation in written format. In case Agent has already commenced the performance of the agreement Client has the right to resign from present agreement without justification within 14 days from signing of the present agreement – providing the reimbursement of Agent's reasonable cost.

Client is entitled to exercise the above right of withdrawal/termination by handing in the „Model Declaration of Withdrawal/Termination” to be found in Annex II of the above Government Decree or by sending his/her clear written declaration about his/her intention for withdrawal/termination.

By signing present agreement, Client explicitly requests the Agent to commence the fulfilment of his/her services without delay prior to the deadline to execute the above withdrawal/termination rights. Client is not entitled to the right for withdrawal/termination following the execution of the services.

8.6. The possible termination of the commission does not concern the Agent's claim for subsequent cost settlement and/or probable penalty claim.

9. Other provisions regarding the terms and conditions

9.1. Parties agree that the modification of present agreement and any point of it – excluding points 9.2. and 3.6. – is possible only by mutual agreement and in a written declaration signed by both parties.

9.2. Parties agree that in case Agent's partnership terminates within the Rock Home Network, Rockholding Kft or a third party assigned by it within the Rock Home Network is entitled to take over Agent's rights and obligations laid down in this agreement by sending a unilateral declaration to the Client.

9.3. In any dispute deriving from present agreement which can not be solved by peaceful settlement, parties agree that the court with exclusive jurisdiction is determined by the location of the Property forming the subject of this agreement.

9.4. In matters not covered by present agreement, legislation in force is applicable, especially the regulations regarding commissions of the Civil Code.

9.5. Agent does not take responsibility for the validity of the data provided in present agreement. That is the responsibility of the Client. Any possible damage deriving from this is to be charged on the Client.

9.6. Parties agree that Agent engages an assistant to carry out the commission, for whom Agent is responsible as if the entrusted commission was carried out by the Agent himself/herself.

While performing the obligations laid down in present agreement, Client is to be contacted by the Consultant of the Agent. Client can make enquiries via phone or email through the contact details provided to him/her.

Parties agree that the assistant to carry out the commission besides the Consultant can be a corporation - either within our outside the Rock Home Network – providing real estate brokerage cooperating with the Agent.

Parties consider a bidder mediated within the boundaries of such a cooperation as if the bidder was mediated directly by the Agent.

Parties agree that with the consent of the Client, Agent is entitled to include a co-commissioner while carrying out present agreement. In such a case present agreement is to be modified accordingly.

9.7. In case Client has any objections regarding the services of the Agent, primarily the office manager of the office operated by the Agent, then secondarily the central customer service is to be notified by contacting any of the below:

Rockholding Kft. / info@rockhome.hu / 1054 Budapest, Bajcsy-Zsilinszky út 36-38. 1.em. / 2.a.

Client reiterates and confirms that he/she acknowledged and negotiated the terms and conditions of present agreement and he/she received detailed information about it especially

- regarding the provisions regarding the successful outcome of the commission (point 5.)
- regarding the provisions about the amount, due date, payment, non-compliance of the commission fee (points 3.4. and 6.)
- the content of point 10. regarding the specific nature of the premium agreement which was discussed by the parties prior to the conclusion of this agreement.

The contracting Parties hereby declare that present agreement is signed by them – as equal to their will in all things – after careful reading and interpretation.

Date:.....

.....
Agent

.....
Client(s)

REAL ESTATE DATA SHEET

Registration number of the Property:

Type of Property: Type of Property:

Method of construction: Legal status:

Address of Property:

Topographical lot number:

Property details

Net size: m² Gross size: m²

Parcel size: m²

Whole rooms: pc Half rooms: m²

Size of terrace: m² Size of balcony: m²

Storage: Basement Every room opens separately With garden connection

Parking garage: pc Car spaces in garage:pc

Available car spaces in roofed parking garage: pc

Available car spaces in open parking garage: pc

View: Orientation:

Area: Panorama:

Headroom: cm Lift Furnished Mechanized

Public utilities

Heating: water electricity gas sewer

Building

Year of construction:

Condition of Property: Condition of facade:

Condition of stairway: Type of stairway:

Parcel details

Building site within the parcel % Code of construction area:

Orientation: Type of Property may be built:

Maximum height of building: Level area indicator:

Gradient: Fence:

Road surface: Width: Length:

Sales data

Urgency: (Expected) handing over:

Energy rating: Number of energy performance certificate:

Expenses, fees

Deposit: (Expected) handing over:

Energy performance certificate: Key For sale sign

Common costs (HUF/month) HUF/month Including:

Lawsuit: Easement: Usufruct: Undivided: Mortgage:

COMMENTS

PRIVACY POLICY

FOR CLIENTS SIGNING A REAL ESTATE AGENCY AGREEMENT

1. Name of data controller(s):

The **Rock Home Network** including the below:

- Rockholding Kft. (head office: 1054 Budapest, Bajcsy-Zsilinszky út 36-38. 1.em. / 2.a., company registration number: **01-09-971351**, represented by: Marcell Kövesdi
- Partner companies having a franchise partnership with Rockholding Kft or any other Partner company having the right to use the Rock Home brand
- (name of partner) as Partner company

Members of the Rock Home Network are to be considered as joint data controllers based on the agreement between them which means that the purpose and means of data management described in present privacy policy were established jointly by them. Data management practices of Rock Home Network are based on regulation No. 2016/679 of the European Union concerning general data protection as well as Act CXII. of 2011 on informational self-determination and freedom of information.

2. The purpose and legal basis of data management, the range of the processed data and the ones entitled to access

	Purpose of data management	legal basis of data management	range of processed data	Who are entitled to access the data?
A.	providing agreement based real estate brokerage services to the client	Article 6 of GDPR (paragraph 1. point b) - data management necessary to carry out the agreement	name and birth name of client, address, mother's name, place of birth, e-mail address, phone number, details of the property and its parameters	Besides Rockholding Kft Client's personal data can be accessed by those partners of Rock Home Network and those real estate consultants having a partnership with the above partners who have the client's property in their portfolio as well as those, who have a client interested to see the given property.
	in case of a transaction carried out with the circumvention of the real estate broker, the enforcement of the legitimate civil law claims of Rock Home Network or the Partner affected	Article 6 of GDPR (paragraph 1., point f.) - the enforcement of the legitimate rights of the data controller	name and birth name of client, address, mother's name, place of birth, e-mail address, phone number	Besides Rockholding Kft Client's personal data can be accessed by those partners of Rock Home Network and those real estate consultants having a partnership with the above partners who have client's property in their portfolio.
	client due diligence ordered in Act LIII. of 2017 on prevention of money laundering and the financing of terrorism	mandatory data management ordered in Act LIII. of 2017 on prevention of money laundering and the financing of terrorism	name and birth name of client, address, mother's name, place and date of birth, nationality, identification document type and number, in case of a foreign person, place of residence	Client's personal data can be accessed by that Partner of Rock Home Network who has/had a contractual relationship with the Client.
	obligation to retain accounting documents	obligation to retain accounting documents according to 169.§ (2), of Law C. of 2000 on accounting	name and address of client, amount of invoice, other data of the invoice	Client's personal data can be accessed by that Partner of Rock Home Network who has issued an accounting document for the Client.
B.	Contacting the Client about client satisfaction, enquiring via email/phone about clarifying clients' needs	Article 6 of GDPR (paragraph 1., point a.) - the voluntary contribution of the person concerned	- name - e-mail address - phone number - parameters of the property - answers regarding inquiries in relation with rating client needs - answers regarding inquiries in relation with client satisfaction	- Rockholding Kft and that Partner and the real estate consultant in partnership with the above Partner who is in direct contact with the Client
	preparing market research, market analysis and statistics	Article 6 of GDPR (paragraph 1., point a.) - the voluntary contribution of the person concerned	details of the property, details regarding the sale of the property (e.g.: advertising price, sales price, etc.)	- Rockholding Kft

3. Transmission of data

The Partner of Rock Home Network transmits the data of the clients in cases determined by Act LIII. of 2017 to the Anti-money Laundering Information Office under the National Tax and Customs Administration.

In case of the sale of the property bypassing Rock Home Network and to enforce his/her rights deriving from selling the property, the affected partner of Rock Home Network is entitled to forward client's personal data to the lawyer, law firm or a firm dealing with the recovery of claims commissioned by him/her.

In case of the sale of the property, the Partner of Rock Home Network is entitled to forward the personal data of the client to the Buyer in order to prepare the sales contract.

4. Term of data management

In accordance with Act LIII. of 2017 and the Accounting Law the term of the data management is 8 years from the date of the termination of the business relation.

The term of data management based on the contractual relationship with the Client is 5 years from the date of the termination of the business relation.

In case of the data managed based on the voluntary contribution of the client, the term of the data management is until the withdrawal of consent but no later than 2 years from the date of the termination of the business relation. Subsequently the data controller does not use client's data for the purposes to which client's consent is a must.

5. Data processors

Data processors are those natural or legal persons, who process personal data regarding the person concerned within the framework of a contractual partnership with the Data controllers. Rock Home Network uses data processors when processing data. Data processors do not make decisions on their own, they are only entitled to act according to the contract between them and the data controllers and following orders received from the data controllers.

Regarding the services and data management referred in this privacy policy data processors can be the following people:

- Contributors, performance assistants (e.g.: real estate brokers, office managers, administrative staff) assisting in the performance of the services of Rock Home Network and having a partnership with it.

6. Rights of the people concerned

Our clients are entitled to request information at all times about personal information which concerns them and are managed by Rock Home Network. They may request for the correction of inaccurate data and its modification in case of a change.

Our clients may forbid further usage of their personal data for purposes where data management was based on their voluntary contribution, furthermore they are entitled to object against the data management necessary for pursuing the legitimate interests of Rock Home Network by sending a letter to the address of Rockholding Kft (head office: 1054 Budapest, Bajcsy-Zsilinszky út 36-38. 1.em. / 2.a.) or the address of (name of partner) (head office of partner) or by sending an email to info@rockhome.hu

Our clients are entitled to forbid us to send further newsletters and offers by clicking on the unsubscribe link on the bottom of any of the newsletters or offers sent by us. Please note that in case our client intends to forbid us to send further e-mail newsletters, offers and other requests, it is necessary to do so in case of all e-mail addresses provided us by him/her.

7. Obligations of the client

In accordance with the regulations of Act LIII. of 2017 the Partner of Rock Home Network having a contractual relationship with the client is obliged to demand client's identification document in order to verify his/her identity, the validity of the document and to make a copy of it.

In accordance with the regulations of Act LIII. of 2017 the Partner of Rock Home Network having a contractual relationship with the client is also obliged to ensure that the data in relation with the business relation is up to date. To ensure this, client is obliged to notify Partner about any changes regarding the data previously provided by him/her by presenting his/her identification document suitable for proof of identity and his/her official certificate certifying his/her home address within 5 working days of him/her acknowledging the changes of the data.

8. Remedies

Client may contact Rock Home Network with any enquiries, remarks and complaints in relation with data management by sending an e-mail to info@rockhome.hu or by sending a letter to the head office, 1054 Budapest, Bajcsy-Zsilinszky út 36-38. 1.em. / 2.a.. In case of a complaint regarding data management client may apply to the National Authority for Data Protection and Freedom of Information with a petition or may file a suit at the competent courthouse according to his/her place of residence.

I, the undersigned hereby declare that I have read the Privacy Policy:

- I give my consent to the Agent to forward all the necessary personal data to the service providers previously described in this agreement in order to prepare the sales agreement (lawyer, energy performance certificate provider, credit intermediary)
- I give my consent to Rock Home Network to process my data according to the purposes described in section 2.B of the privacy policy.

Date:

Client(s)