

# “Partenaire Particulier” service Agreement

## GENERAL TERMS AND CONDITIONS

1. **Cardis SA offers its customers a “Partenaire Particulier” service (the “Service”) that allows the real estate owner (the “Owner”) to sell himself or herself his or her real estate property (the “Property”) by publishing an advertisement on Cardis.ch and on other linked websites while benefiting from the brokerage services provided by Cardis SA on a non-exclusive basis.**
2. **This new service gives free access to the “Partenaire Particulier” program which simplifies as much as possible the creation of a fully digital sales, namely:**
  - Publication on the Cardis.ch website.
  - Publication on the main real estate portals.
  - Visibility in Cardis Sotheby's International Realty agencies.
  - Integration in our digital marketing campaigns.
3. **Subscription to the Service implies the conclusion of a contract (the “Contract”) between the Owner of the Property and Cardis SA.**
4. **The Contract is concluded by the electronic registration of the Property on Cardis.ch and the acceptance of these general conditions.**
5. **It is concluded for an indefinite period, which may be terminated at any time by either party by giving one month's notice ending on the last day of a calendar month.**
6. **Under the Contract, Cardis SA is responsible for acting as an indicator broker in the sense that it will signal the Property to potential buyers likely to be interested in it and/or as a negotiator broker in the sense that it will act as intermediary between the Owner and the buyer with a view to bringing the sale to a successful conclusion. The Contract is non-exclusive.**
7. **The Owner is entitled to have the Property advertised on Cardis.ch as well as on the linked real estate portals, the list of these portals being subject to change over time.**
8. **As soon as the Property is published, Cardis SA will use its best endeavours to introduce buyers (the “Cardis Buyers”) to the Owner and accompany them in the sale process. The Owner may continue to carry out all the necessary steps for the sale of the Property on his or her own, in particular visits of the Property.**
9. **If a Cardis Buyer expresses interest in the Property, Cardis SA shall inform the Owner. If this Cardis Buyer is not already in business with the Owner for the Property, the Owner undertakes to authorise free and unrestricted access to the Property to the Cardis Buyer, provided that the Cardis Buyer is accompanied by a representative of Cardis SA.**
10. **The Owner undertakes to consider in good faith the offers presented to him or her by Cardis SA on behalf of the Cardis Buyers.**
11. **In the event that a Cardis Buyer, who has visited the Property as provided for in paragraph 9, acquires the Property during the Contract or within twelve months after the end of the Contract, the Owner undertakes to inform Cardis SA immediately and to pay Cardis SA a brokerage commission of 1.5% (taxes excluded) of the notarised purchase price. The Owner authorises the notary to receive and pay the Cardis SA's fee note calculated in accordance with the Contract.**
12. **The brokerage commission is due upon signature of a deed of sale or of promise to sell, and payable on the first payment of funds (deposit or settlement). If the deed of sale is conditional, the commission is due as soon as the condition is fulfilled, but at the earliest on release of the first payment (deposit or settlement).**
13. **The price indicated in the advertisement is only indicative. Cardis SA shall be entitled to its brokerage commission even if the Property is sold at a lower price.**
14. **The brokerage commission remains due if, within the twelve months after the end of this Contract, a sale takes place with a Cardis Buyer.**
15. **If the activity of Cardis SA has resulted in the transfer of the Property to a third party that was not indicated to the Owner but that had a right of pre-emption, purchase or repurchase, the brokerage commission is due in full.**
16. **If Cardis SA's activity leads to the acceptance of the offer to sell and the Owner gives up the sale, Cardis SA will be entitled to half of the brokerage commission.**

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- 17.** If, as a result of Cardis SA's activities, a notarial deed is concluded and the deed is not completed, Cardis SA shall be entitled to an indemnity equivalent to 25% (taxes excluded) of the forfeit, penalty or indemnity owed by the party that refuses to complete the transaction. Under no circumstances the amount of the indemnity received by Cardis SA may exceed the amount of the commission as well as the costs and expenses to which it would have been entitled in the event of the completion of the sale.
- 18.** The Owner warrants that he/she has the power of disposal over the Property and that the information in the advertisement is accurate, truthful and not misleading nor unfair. In the event of a change in circumstances, the Owner undertakes to update its advertisement or to withdraw it immediately.
- 19.** The Owner is entirely and exclusively responsible for the content of its advertisement and the Property he or she offers for sale. In the event of inaccuracies or errors, the Owner undertakes, whether he or she is at fault or not, to indemnify Cardis SA against any claims by third parties.
- 20.** This Contract empowers Cardis SA to consult and request copies of all official documents concerning the Property relating to tax, land registry (in particular extracts from the land register, easements, including mortgages, etc.) and other documents (cantonal fire insurance institution, etc.).
- 21.** Cardis SA reserves the right to refuse or withdraw any real estate advertisement that does not meet its criteria, without having to justify itself. In this case, the Contract is deemed to never have been concluded and any amount paid by the Owner will be fully refunded.
- 22.** In the event of a dispute relating to the interpretation or the performance of this Contract, the ordinary courts at the location of the registered office of Cardis SA, or of its branch for matters dealt with by the latter, shall have jurisdiction.
- 23.** The Contract is governed by Swiss law.