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AGENCY COLLABORATION AGREEMENT FOR THE MARKETING OF THE PROPERTY DEVELOPMENT

In Marbella on _____ of _____ of 20____

Between:

Exclusive Marketer:

LUXURY REALTY SERVICES MARBELLA, SL

Constitution: for an indefinite period in a deed authorized in Marbella by the Notary Public of Marbella, Mr. José Ordoñez Cuadros, with protocol number 886, which resulted in the registration in Volume 5180, Book 4087, Folio 1, Page MA-119713, Entry 1 in the Commercial Registry of Málaga.

Registered office: Urb. El Rosario, C.C. El Rosario, N-340, Km. 1037, 29603, Marbella (Málaga).

Tax ID number: B-93278273

Hereinafter, the "EXCLUSIVE DISTRIBUTOR"

AND

Agent: (Company name and trade name of the AGENT):

Constitution: for an indefinite period in a deed authorized in _____, by Notary _____ with protocol number _____ which resulted in the registration in Volume _____, Book _____, Folio _____, Page _____ in the Commercial Registry of _____

Tax ID number: _____

Representative Agent:

Email for notifications: _____

Hereinafter, the "AGENT"

Recognizing each other's legal capacity to enter into contracts and be bound by them

DECLARE

I.- That the EXCLUSIVE MARKETER has signed a contract with the commercial entity _____ (Developer) for the exclusive marketing of the Properties that make up the DEVELOPMENT known as _____ located in the municipality of _____ (_____).

II.- That THE AGENT carries out its commercial activity as a real estate agency and is regularly engaged in real estate brokerage, being a company totally independent from the EXCLUSIVE MARKETER, registered with the tax authorities to carry out this activity (with the exception of AGENTS operating from countries other than Spain), having established the necessary sales network, as well as the most complete organization for the proper performance of the aforementioned function.

III.- That both parties have decided to enter into a commercial partnership, the purpose of which is the sale of the units that make up or comprise the Complex referred to in section I of this contract, for which reason both parties, by mutual agreement, hereby sign this contract, which shall be carried out in accordance with the following

STIPULATIONS

I.- The EXCLUSIVE MARKETER and the AGENT have agreed to develop a commercial collaboration regarding the units that make up the _____ development, with the EXCLUSIVE MARKETER reserving the right to appoint other commission agents or agents for the marketing of real estate developments; which means that this contract shall in no case be exclusive to the AGENT.

II.- The EXCLUSIVE MARKETER shall inform the AGENT at all times of the units in the Real Estate Development that will be put up for sale. Any AGENT wishing to reserve a property in the Real Estate Development must first confirm its availability and conditions of sale with the EXCLUSIVE MARKETER.

III.- This contract is valid until the total sale of the units in the _____ complex. However, the EXCLUSIVE MARKETER may unilaterally withdraw from it at any time, simply by giving the AGENT written notice at least one week prior to the date on which the effective termination is desired, without this giving rise to any right to compensation in favor of the AGENT except for any outstanding commissions. This collaboration agreement shall be null and void if the EXCLUSIVE MARKETER ceases to market _____. This shall not affect the rights already acquired by the AGENT under reservation, pre-reservation, and sale agreements already signed or properties already registered, which shall remain in full force and effect, even if the private sale agreement or deeds are signed after the end of the marketing period by the EXCLUSIVE MARKETER. THE EXCLUSIVE MARKETER reserves the right to terminate this collaboration agreement if THE AGENT fails to comply with the established conditions.

IV.- The EXCLUSIVE MARKETER shall register the AGENT's purchasing customers (hereinafter, the "CUSTOMER") as follows:

- a. Physical presence: In the event of the CLIENT's physical presence at the sales offices, they must always be accompanied by the AGENT, who must sign the customer registration document, provided that the CLIENT has not been previously registered in the name of another agency, or directly with the EXCLUSIVE MARKETER.
- b. Electronically: If such registration is made by the AGENT by electronic means, said registration shall be valid provided that the customer registration document is attached, duly and fully completed, signed by the CLIENT and the AGENT, the validity of which shall be conditional upon the CLIENT confirming to the EXCLUSIVE MARKETER the authenticity of the data and signature contained in the customer registration, and provided that the CLIENT has not been previously registered in the name of another agency or directly with the EXCLUSIVE MARKETER.

Both parties agree that such customer registration may only be carried out by the AGENT through the registration document that will be presented by the EXCLUSIVE MARKETER to the AGENT and CUSTOMER at all times and operation, a model of which is attached to this Contract as ANNEX, a registration document that must be signed by the EXCLUSIVE MARKETER, the AGENT, and the CUSTOMER as confirmation, with the date of this registration document being the only one that will serve to calculate the term agreed upon in the following paragraph.

This registration by the AGENT shall be valid for a maximum period of three months from the date of registration, after which, if the CLIENT returns directly to the sales office or is accompanied by another agency, the AGENT shall not be entitled to any commission.

V.- AMOUNT OF THE COMMISSION

The AGENT shall receive a commission of 5% + VAT to be applied to the purchase price (excluding VAT and extras) stipulated in the Reservation Contract between the CLIENT (defined as the BUYER in the Reservation Contract) and the DEVELOPER.

The commissions for each sale shall be accrued and settled as follows, provided that the validity of the customer registration has not expired:

- a. Accrual and enforceability: the commission shall be accrued in full upon signature of the corresponding private purchase agreement by the CLIENT, duly registered by the AGENT.
- b. The EXCLUSIVE MARKETER undertakes to pay the AGENT a commission of 5% plus VAT upon signing the private purchase agreement between the DEVELOPER and the CLIENT, provided that the CLIENT has effectively made the first agreed payment of the purchase price of the unit purchased. , the EXCLUSIVE MARKETER has, in turn, collected from the Developer
- c. In both cases, payment of the commission shall only and exclusively take place provided that the EXCLUSIVE MARKETER has, in turn, received from the DEVELOPER the commission agreed between them. Therefore, any delay in the payment of commissions that is not directly attributable to the EXCLUSIVE MARKETER shall not entitle the AGENT to receive any compensation, interest, or indemnity from the EXCLUSIVE MARKETER.

For payment by the EXCLUSIVE MARKETER of the commissions accrued in favour of the AGENT, the latter must submit to the former, in a reliable manner, the corresponding official invoice, drawn up in accordance with the criteria of the Spanish Tax Authorities. The EXCLUSIVE MARKETER shall pay the invoice within 10 working days of receiving payment from the DEVELOPER, and the EXCLUSIVE MARKETER shall be exempt from payment until it has received payment from the DEVELOPER.

The AGENT is not authorized to receive payments on account from customers, nor to sign contracts of any kind on behalf of the EXCLUSIVE MARKETER or the PROMOTER.

The purchase price that will apply to the different units that make up the real estate developments will be that notified at any given time by the EXCLUSIVE MARKETER, in accordance with the official rates or price lists set by the DEVELOPER, and under no circumstances may the AGENT modify them without the prior written authorization of the EXCLUSIVE MARKETER.

Once the period given by the EXCLUSIVE MARKETER to the CLIENT for signing the reservation has expired without the CLIENT having formalized it, the previous sale price will cease to apply, and the price update carried out by the Developer will take effect from that moment.

The AGENT expressly acknowledges and accepts that the intellectual property rights of all documentation/information made available to it by the EXCLUSIVE MARKETER, for the purposes of the agreement in the previous paragraph, belong to and are the exclusive property of the EXCLUSIVE MARKETER, and therefore the AGENT may not use such documentation/information for any purpose other than that agreed in this Contract, nor may it copy, edit or use it outside the scope of this Contract.

VI.- The AGENT undertakes to:

- a. Register the CLIENT using the customer registration document, a copy of which is attached to this Agreement as ANNEX.
- b. Strictly comply with the prices and conditions of the offer established by the EXCLUSIVE MARKETER, and not modify, negotiate, compromise, or discuss them with third parties.
- c. Refrain from entering into, agreeing, negotiating, concluding, suggesting, or attempting any type of agreement or contract regarding the real estate that is the subject of this Agreement that is contrary to the instructions and guidelines of the EXCLUSIVE MARKETER.
- d. Refrain from carrying out activities that could negatively affect the commercial reputation and good name of the Real Estate Development, or enter into conflict or collision with the development where the properties that are the subject of this Agreement are located, developed by the EXCLUSIVE MARKETER.
- e. Carry out its activity diligently, in strict compliance with the provisions of this Contract.
- f. Likewise, they shall be obliged to provide the EXCLUSIVE MARKETER with all the information on the CLIENT acquired that is necessary for the successful completion of each sale transaction, and in particular that required by Law 10/2010 on the Prevention of Money Laundering, and Royal Decree 304/2014, of May 5, which approves the Regulations; likewise, to inform the CLIENT that all payments must be made directly to the Developer, by bank check or bank transfer to the current account indicated at the time for this purpose. Under no circumstances may the AGENT accept payments in its own name or on behalf of the EXCLUSIVE MARKETER or the Developer.
- g. Refrain from promoting the advertised properties that are the subject of this contract on real estate portals.
- h. Provide certificates proving that you are up to date with your Social Security and Tax Agency payments when requested for billing purposes.

VII.- Failure by either party to this Contract to fulfil the obligations imposed by it shall entitle the other contracting party to terminate/rescind the Contract, and the party giving rise to the termination shall be liable to compensate the other contracting party for any damages caused.

Once such breach has occurred and has been duly notified to the party responsible for it, the other contracting party may demand compliance with the unfulfilled obligation or terminate this Contract.

VIII.- The Contract shall be terminated by mutual agreement of the parties, which must be recorded in writing.

It shall also be terminated upon expiry of its term, unless expressly extended in writing.

This Contract shall be automatically terminated and shall cease to have any effect in the event that either party is declared bankrupt.

IX.-CONFIDENTIALITY

The AGENT undertakes to maintain confidentiality and, consequently, not to disclose any information, either verbally or in writing, to persons outside the EXCLUSIVE MARKETER regarding documentation, data, files, customer identification, company accounting data, sales margins, sales strategies, marketing, commissions, or any other information that comes to its knowledge as a result of its activity. This also means that the AGENT undertakes to process customer data in strict compliance with Organic Law 15/1999 of December 13.

Any breach of this duty of confidentiality shall be considered a very serious offense and the EXCLUSIVE MARKETER reserves the right to claim any economic damages caused.

Once the contractual relationship between both parties has been terminated, the AGENT shall maintain its obligation of confidentiality assumed under this clause, and any breach of this obligation shall entitle the EXCLUSIVE MARKETER to claim damages for any losses incurred.

X.- PREVENTION OF MONEY LAUNDERING

The EXCLUSIVE MARKETER actively collaborates in the prevention of money laundering and complies with all policies and protocols in this regard, in accordance with Law 10/2010 and Royal Decree 304/2014, of May 5, and expects the same conduct from the AGENT. It therefore requires compliance with the following aspects in real estate reservation and sale transactions:

- Identification of the buyer and/or beneficial owner by completing the KYC (Know Your Client) document by each of the buyers, in their own handwriting, duly signed and completed with the documentation required therein. The only valid KYC for the transaction will be that provided by the EXCLUSIVE MARKETER.
- Identification and proof of the origin of the funds by completing the aforementioned KYC provided by the EXCLUSIVE MARKETER and completed with the documentation required therein.
- Funds from high-risk jurisdictions, bearer checks, or cash are not accepted.
- Payments from third parties, i.e., individuals or legal entities other than the signatory of the reservation and the purchase agreement, will not be accepted.
- In case of doubt about the origin of the funds or any other circumstance that classifies the transaction as a risky transaction, the relevant authorities will be informed.

XI.- INFORMATION CLAUSE FOR CUSTOMERS

In compliance with the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, we inform you that the data you provide will be processed by BROMLEY ESTATES SL with Tax ID B93030716 and companies in the same group, such as LUXURY REALTY SERVICES MARBELLA, S.L.U., with Tax ID Number: B-93278273, both with registered office in MARBELLA (MALAGA), Postal Code 29603, CARRETERA NACIONAL 340 Km 1037 URBANIZACION EL ROSARIO S/N, for the purpose of providing the requested and/or contracted service and billing for the same.

The legal basis for the processing of your data is the performance of the service contracted and/or requested by you. The prospective offer of products and services is based on the consent requested from you, without the withdrawal of this consent conditioning the execution of the contract in any case.

The data provided will be kept for as long as the commercial relationship is maintained or for the years necessary to comply with legal obligations. The data will not be transferred to third parties except in cases where there is a legal obligation to do so.

You have the right to obtain confirmation as to whether BROMLEY ESTATES SL and companies in the same group mentioned above are processing your personal data and therefore you have the right to exercise your rights of access, rectification, limitation of processing, portability, opposition to processing and deletion of your data, as

well as the right to lodge a complaint with the Control Authority by writing to the above-mentioned postal address or email address info@bromleyestatesmarbella.com , attaching a copy of your ID card in both cases.

We also request your authorization to offer you products and services related to those requested, provided, and/or marketed by our entity and to thereby build customer loyalty.

☐ Yes

☐ No

XII.- DISPUTE RESOLUTION

For any dispute that may arise between the parties regarding the interpretation and fulfilment of this contract, the parties, expressly waiving their right to their own jurisdiction, submit to the jurisdiction of the Courts and Tribunals of Malaga. The signing of this commission contract does not, under any circumstances, imply an exclusive right for the AGENT to sell said units.

In witness whereof, both parties sign this contract in duplicate and for a single purpose.

XIII.- DISCLAIMER

LUXURY REALTY SERVICES MARBELLA S.L.U acts as an intermediary between the client of the collaborating AGENT and the Developer and assumes no legal responsibility for transactions between the two parties. LUXURY REALTY SERVICES MARBELLA S.L.U. undertakes to provide accurate and transparent information about the properties, but does not guarantee the accuracy or completeness of the information provided by the Developer or builder. Furthermore, LUXURY REALTY SERVICES MARBELLA S.L.U. is not responsible for the final outcome of the project covered by this agreement or for any discrepancies between the qualities and specifications provided by THE PROPERTY. The EXCLUSIVE MARKETING AGENT is not responsible for any errors or inaccuracies of which it has not been informed in advance.

And in witness whereof, both parties sign this Agreement, in duplicate and for a single purpose, at the place and on the date indicated in the heading.

THE EXCLUSIVE MARKETING AGENT

THE AGENT