



## APPOINTMENT AGREEMENT (AA)

### PARTIES

AYAMONTE HOMES represented on the one part by **FORO MARKETING STRATEGIES S.L.** CIF: B 92 187 756, Centro Comercial Los Halcones oficina 3, 29679 Benahávis, Spain (herein after termed "The Company" or "we")

AND

Company: \_\_\_\_\_

Representative: \_\_\_\_\_

Company ID: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

(hereinafter termed "Appointed Broker" or "you" ) of the other part.

### 1. UNDERSTANDING

- 1.1. That AYAMONTE HOMES as a company does not deal directly with the public and all sales are made through Appointed Brokers on behalf of its projects
- 1.2. This Appointment Agreement is a valid confirmation as your status as an Appointed Broker in our distribution network with a defined commission fee for any achieved sales in our development.

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- 1.3. The Appointed Broker shall act as a broker for the sale of the Development of the Company through promotional activities, advertisements, announcements, and marketing strategies, for the period of 1 year from the date of signing this agreement, unless terminated before for other reasons mentioned in this Appointment Agreement.
- 1.4. All expenses resulting from these activities will be provided by the Appointed Broker.

## 2. COMMISSIONS

- 2.1. The Commission on all sales successfully concluded to buyers introduced to the Company by the Appointed Broker will be paid by the Company as follows:

**Project: Riverview Residences, Mirador de Guadiana, Ayamonte – 5%**

- 2.2. The commission is based on the most recent price list provided by the Company
- 2.3. A sale is considered successfully concluded when the Appointed Broker's client or client's lawyer has transferred the first stage payment to the Company and signed the purchase contract.
- 2.4. The Commission on all sales successfully concluded to buyers introduced to the Company by the Appointed Broker, will be paid to the Appointed Broker before the last Friday of the calendar month if the Company has received the funds and the invoice for the sale before the 20<sup>th</sup> of the same calendar month.
- 2.5. The Appointed Broker has to provide the Company with an invoice for the sale before the 20<sup>th</sup> of the month that the commission is to be paid. Failure to do so may result in the commission being paid the following month.
- 2.6. If the payment is at the Notary all documents and invoices must be received 5 days before the Notary appointment,

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- 2.7. The Appointed Broker is responsible for all taxes and audits within his resident tax country for that income.
- 2.8. The Company is responsible for paying the commission only if the funds for the sale have been received in the Company's bank account. If the Company does not receive the funds for the sale, the Company is not responsible for paying the sales commission to the Appointed Broker.
- 2.9. The commission rate stated in this contract can be modified with written notification of 30 days by the Company.
- 2.10. All deposits including Reservations must be handed over to the developer or the property will remain on the market.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Role

\_\_\_\_\_  
Role

FORO MARKETING STRATEGIES S.L

Dated \_\_\_\_\_