

Strand Properties®

COLLABORATION AGREEMENT

OBJECT	<p>The present contract is established between STRAND PROPERTIES, S.L. with address for the purposes of this contract at Avenida Playas de Duque, Edificio Málaga, 1C, Marbella 29660 and CIF B-93737799, hereinafter the Real Estate Agency</p> <p>Agency _____ Address _____</p> <p>Phone _____ Email _____</p> <p>Internet address _____ CIF _____</p> <p>Contact person _____</p> <p>Agency has the ability to market the sale of the following properties, under the following conditions</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
CLIENT REGISTRATION	<p>The Agent must communicate in writing (verifying receipt) to Strand Properties, prior to the visit by his client to the property or plot, the client's details, with the sole purpose of verifying if the client has been previously registered or if he has already visited the property or plot with another agency.</p> <p>In the event that it is a new client, the Agency will accept the client's pre-registration prior to the on-site visit to the property. This pre-registration DOES NOT CONSTITUTE a formal registration. The definitive formal registration of the client only takes place, once the client has visited the Project accompanied by his agent and the PROMOTER.</p> <p>Once the client has visited the property or the project, he will be considered formally registered for the property / project that he has visited with his agent and the PROMOTER, and this formal registration will not automatically extend for other projects / properties of the Marketer.</p> <p>If, within a maximum period of 2 months after visiting the project / property, the client presented by the Agency has not shown interest in the project, or has not formalized a reservation, the registration of the said client will no longer be valid.</p>
COMMISSION	<p>_____ + IVA</p> <p>The Agency will receive a commission as mentioned above on the net sale price of the property, excluding price of furniture, unless specified otherwise in the Agents Dropbox for collaborating Agents.</p> <p>In case a lower sales price is achieved, STRAND PROPERTIES or the Vendor reserves the right to adjust the commission accordingly.</p>
VALIDITY OF COLLABORATION CONTRACT	<p>This agreement will remain in force until it is expressly resolved by either party by means of irrefutable communication or until it is modified by a new agreement between the parties.</p>

CONFIDENTIALITY	<p>The Agency undertakes to keep confidential and, consequently, not to provide information, either verbal or written to a party not affiliated with the PROMOTER, about documentation, data, files, identification of customers, accounting data of the company, sales margins, strategies of sale, marketing, commissions, or any other information of which you have knowledge by reason of your activity. That also entails that the AGENT is committed to dealing with customer data in writing compliance with Organic Law 15/1999 of December 13.</p> <p>The breach of this duty of confidentiality will be considered as a serious fault and Strand Properties reserves the right to claim any economic damages that may be caused.</p> <p>Once the existing contractual relationship between both parties expire, the AGENT maintains the obligation of confidentiality assumed under this clause, and the breach of this obligation will enable Strand Properties to claim the damages and losses caused by that breach.</p>
PREVENTION OF MONEY LAUNDERING	<p>The Agency undertakes to keep confidential and, consequently, not to provide information, either verbal or written to a party not affiliated with the PROMOTER, about documentation, data, files, identification of customers, accounting data of the company, sales margins, strategies of sale, marketing, commissions, or any other information of which you have knowledge by reason of your activity. That also entails that the AGENT is committed to dealing with customer data in writing compliance with Organic Law 15/1999 of December 13.</p> <ul style="list-style-type: none"> • Identification of the buyer and / or owner by completing the KYC document (Know your client) by each of the parties, duly signed and completed with the required documentation. • Identification and proof of the origin of the funds through the completion of the KYC. Copy of passports / identity documents of the buyers, and proof of address (receipt of electricity, water, telephone...). • Funds from risk jurisdiction, bearer checks or cash are not accepted. • No third-party payments are accepted, that is, individuals or legal entities other than the person signing the reservation and the purchase agreement. • In case of doubt about the origin of the funds or any other circumstance that classifies the operation as a risk operation, the corresponding authorities will be informed.
DATA PROTECTION CLAUSE	<p>We inform you that your data will be processed, in accordance with the provisions of Law 15/1999 on Data Protection and will be included in a file called Clients, registered in the General Registry of the Data Protection Agency and who's responsible is STRAND PROPERTIES, S.L. This data will be stored in the said file during the period that the company is dedicated to its activity and the purpose of the collection will be the commercial and administrative management, as well as to inform you of our products and services, even by electronic means. You can revoke your consent at any time and exercise the rights of access, rectification, cancellation, and opposition (ARCO) by sending a letter to the address Avenida Playas de Duque, Edificio Málaga, 1C, Marbella 29660 or to the e-mail address info@strandproperties.com.</p>
JURISDICTION	<p>The parties will collaborate at all times to obtain the maximum mutual benefit, always maintaining contractual good faith. For any divergences that may arise in the interpretation or execution of this agreement, the parties involved, expressly waiving any jurisdiction or domicile that may correspond to them, agree to submit expressly for the resolution of the same, the jurisdiction and competence of the Courts of Marbella (Malaga).</p> <p>In proof of conformity both parties sign this contract in duplicate and to a single effect.</p>

EXCEPTIONAL SERVICE FROM US TO YOU.

AV. PLAYAS DEL DUQUE, EDIF. MALAGA 1C
PUERTO BANUS, 29660 MARBELLA

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