

MARKETING AGREEMENT FORM

CONTRACT FOR SERVICES

This Contract for Services (this “*Contract*”) by and between:

AMAIA LAND CORP., a corporation organized and existing under Philippine laws with office address at the BPI-Philam Life Building, Madrigal Business Park, Alabang, Muntinlupa (hereinafter referred to as “*First Party*”)

- and -

Filipino, of legal age and with address at

(hereinafter referred to as the “*Second Party*”)

SETS FORTH THAT:

The First Party is in need of the services of a Marketing Partner to assist in promoting and marketing the real estate projects of Amaia Land Corp.

The Second Party has represented himself/herself to be duly qualified and capable, with the necessary and required experience and expertise, and with adequate means and resources, to promote and market the real estate products of Amaia Land Corp. and has offered his/her services to the First Party.

The First Party has accepted the offer of the Second Party subject to the terms and conditions of this Contract.

NOW, WHEREFORE, for and in consideration of the foregoing premises and the terms and conditions hereunder, the parties have voluntarily entered into this Contract, and agreed as follows:

- (1) **Term.** This Contract shall be valid for such period as indicated in Section 1 of the Essential Provisions attached hereto as **Annex “A”** (the “*Essential Provisions*”).
- (2) **Services.** Throughout the Term of this Contract, the Second Party shall perform the functions and services described and enumerated in Section 2 of the Essential Provisions (the “*Services*”), and in particular, to assist in promoting and marketing the real estate products particularly referred to therein (the “*Products*”). The Parties hereby confirm that the engagement by the First Party of the Second Party is made on an EXCLUSIVE basis, and as such, the Second Party shall exclusively engage in the promotion and marketing of the Products throughout the Term of this Contract. In this regard, the Second Party is free to cooperate with other contractors of the First Party in respect of any possible transactions involving the Products, and to coordinate with each other on any matter that the Second Party may deem necessary in order to accomplish the Services in accordance with the rules and regulations of the First Party and Amaia Land Corp.

Any acts of the Second Party outside the scope of the Services without the prior written consent of the First Party shall be the responsibility of Second Party without liability on the part of the First Party. Aside from the termination of this Contract in accordance with Section 6, the Second Party exceeding the scope of Services shall indemnify and hold harmless the Second Party and its affiliates from and against any and all claims, damages, losses, liabilities and

expenses, that may be incurred by or asserted or awarded against the Second Party and its affiliates in each case arising out of or in connection with the breach.

(3) *[Reserved.]*

(4) **Referral Fee.** For and in consideration for the rendition of Services by the Second Party under this Contract, the Second Party shall be entitled to the payment of referral fees as particularly described in Section 4 of the Essential Provisions. The First Party shall withhold the applicable taxes from the commission as may be required to be withheld, and shall remit the same to the Bureau of Internal Revenue or to such other government office or agency as may be designated by law, for the account of the Second Party.

(5) **Relationship between the Parties.** The Second Party hereby confirms and acknowledges that there is no employer-employee relationship between the First Party and that the Second Party is engaged and shall perform the Services as an independent contractor.

In his/her performance of the Services, the Second Party shall employ his/her own means and methods, as the First Party is only interested in the results of the Services to be performed by the Second Party.

The foregoing notwithstanding, it is agreed that, for the sole purpose of coordination and alignment of goals and objectives and not to unduly interfere with the manner, means and methods which the Second Party may deem necessary and proper to employ in his/her performance of the Services, the Second Party shall strictly comply with all company policies, guidelines and circulars that the First Party may issue from time to time in connection with the sale and marketing of the Products. These include, but are not limited to the following:

- (a) The Second Party shall make no misrepresentation relative to or in connection with any of the Products.
- (b) The Second Party shall not put up or publish any advertisement in any form involving the Products or the services that he/she offers in connection with the Product, without the express written approval of the First Party.
- (c) The Second Party will only have one partner seller.
- (d) The Second Party cannot transfer to other partner seller within 6 months upon receipt of Referral Network ID.

(6) **Termination and Forfeiture.** In the event that the Second Party breaches or violates any of his/her material undertakings, obligations, representations and warranties under this Contract, the First Party shall have the right to immediately terminate the Contract upon giving the Second Party prior written notice of at least ten (10) days.

Upon termination of the Contract, the Second Party shall turn over to First Party all sales paraphernalia, brochures, pamphlets, flyers, and other marketing materials in his/her possession, settle all of the Second Party's outstanding accountabilities, and secure a final clearance from the First Party for this purpose. It is understood and agreed that the First Party shall be entitled to withhold whatever final allowances may be due to the Second Party until the Second Party has duly and completely complied with his/her obligations under this provision.

Should the Second Party fail to accomplish / meet the required milestone of the First Party, the referral fee of the Second Party shall be forfeited.

- (7) **Confidentiality.** The Second Party hereby undertakes to keep all materials, data, information, strategies and plans relating to or in connection with the First Party's real estate projects confidential at all times, except in the following circumstances:
- (a) the disclosure is expressly agreed to in writing by the First Party;
 - (b) the disclosure is required by law or by any judicial, administrative, legislative or regulatory authority, body or committee having jurisdiction; provided that, prior to the release of any statement for purposes of complying with the provisions of law or with the requirement of any judicial, administrative, legislative or regulatory authority, body or committee having jurisdiction, the Second Party shall provide written notice to the First Party of the requirement to disclose to enable the latter to take such action as may be appropriate under the circumstances; or
 - (c) the disclosure covers information that has become part of the public domain by publication or otherwise through no fault of the Second Party.

In the event that the Second Party is required by any court of competent jurisdiction, governmental or regulatory body, pursuant to any relevant law or regulation, to disclose any confidential information, the Second Party shall not disclose any confidential information until the First Party has had the opportunity to obtain a protective order, an injunctive remedy, or any other remedy available in law, to protect the confidential information.

- (8) **Governing Law and Venue.** This Contract shall be governed by and construed according to Philippine law. Any action to enforce the provisions of this Contract shall be brought exclusively before the proper courts in Makati City, Philippines
- (9) **Non-waiver of Rights.** The failure of the First Party to insist upon a strict performance of any of the terms, conditions and covenants hereof, shall not be deemed a relinquishment or waiver of any right or remedy that it may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions or covenants. Any waiver, extension or forbearance of any of the terms, conditions and covenants of this Contract by the First Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension or forbearance of any other terms, conditions and/or covenants under this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract on the date and at the place specified in the acknowledgment page.

AMAIA LAND CORP.

First Party

By:

Milfa O. Pagsisihan

Attorneys-in-Fact

Loreene N. Fabi

Second Party

Signed in the presence of:

Louie G. Ocampo

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

I certify that on this date before me, a notary public duly authorized in the city named above to take acknowledgments, personally appeared:

Name	Competent Evidence of Identity and ID No.	Date/Place Issued
Amaia Land Corp.	TIN 206-402-200	
<i>Represented by:</i>		
Milfa O. Pagsisihan	_____	_____
Loreene N. Fabi	_____	_____
_____	_____	_____

who are identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and that they have the authority to sign on behalf of their principal.

Witness my hand and seal this _____ day of _____, 2020.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2013.

ANNEX A

ESSENTIAL PROVISIONS

(1) **Term:** In relation to the Clause 1 of the Contract, the engagement of the Second Party shall be for a long term, to commence on _____, **2020**, unless forfeited.

(2) **Services:** In relation to Clause 2 of the Contract, the First Party shall perform the following services:

A. Share Amaia content

(a) **Amaia Land Corp.**

- Amaia Scapes Bauan
- Amaia Scapes Bulacan
- Amaia Scapes Cabanatuan
- Amaia Scapes Cabuyao
- Amaia Scapes Capas
- Amaia Scapes General Trias
- Amaia Scapes Lucena
- Amaia Scapes North Point
- Amaia Scapes Pampanga
- Amaia Scapes San Fernando
- Amaia Scapes San Pablo
- Amaia Scapes Trece Martires
- Amaia Scapes Urdaneta
- Amaia Series Novaliches
- Amaia Square Novaliches
- Amaia Steps Alabang
- Amaia Steps Altaraza
- Amaia Steps Bicutan
- Amaia Steps Capitol Central
- Amaia Steps Mandaue
- Amaia Steps Novaliches
- Amaia Steps NUVALI
- Amaia Steps Parkway NUVALI
- Amaia Steps Pasig
- Amaia Steps Sucat
- Amaia Skies Avenida
- Amaia Skies Cubao
- Amaia Skies Shaw
- Amaia Skies Sta. Mesa
- Amaia Steps The Junction
- Amaia Scapes Rizal
- Amaia Series Nuvali
- All upcoming projects of Amaia Land Corp.

B. Refer clients

(3) [*Reserved.*]

(4) **Referral Fee:** In relation to Clause 4 of the Contract, the Second Party shall be entitled to referral fee, as follows:

For every successful referral, the Second Party is entitled for a Php 5,000 Gcash credits per million as referral fee to be deducted from his partner's commission.

Release of referral fee will follow the schedule below:

- a. Php 2,000 - upon clearance of first down payment
- b. Remaining referral fee will follow the standard commission release.

Referral fee will be given via G-Cash credit and will be charged under commission.

(5) **Additional Terms:**

- (a) Assignment: AMAIA LAND CORP. reserves the right to assign this Contract to a affiliate or partner seller upon prior written notice to the Second Party.