



PLATFORM USE AND BROKER ENGAGEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into by and between:

GOLDEN SPHERE REALTY CORP., corporation duly organized and existing under Philippine laws, with principal address at 305 & 306 Coherco Financial Tower Investment Drive, Madrigal Business Park, Ayala Alabang, Muntinlupa hereinafter referred to as **GOLDEN SPHERE**;

-and-

_____, of legal age, married/single, Filipino, with address at _____, hereinafter referred to as the "**CLIENT**",

WITNESSETH:

WHEREAS, GOLDEN SPHERE operates an advertising online portal for the listing of properties for sale or lease;

WHEREAS, the CLIENT intends to engage the services of GOLDEN SPHERE in marketing the CLIENT's property through the GOLDEN SPHERE REALTY PLATFORM and its other online promotional channels and with the assistance of any of GOLDEN SPHERE's accredited BROKERS and AGENTS under the terms and conditions set by GOLDEN SPHERE;

NOW THEREFORE for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. **Service.** The CLIENT hereby agrees to engage the services of GOLDEN SPHERE's advertising online portal, by joining or listing a property or properties in GOLDEN SPHERE's REALTY PLATFORM.

2. **Term.** This agreement is for a period of _____ or from _____ to _____.

a. This agreement may be subject to termination by GOLDEN SPHERE if CLIENT fails to adhere to the terms and conditions set forth in this agreement.

3. **Type of Plan and Consideration.** The CLIENT agrees to avail of the following plan (to be filled out by a Golden Sphere representative):

a. Plan: FREE PLAN

b. Number of Properties to be Listed: UNLIMITED

c. Other Features/Services:

1) Featured Properties page;

2) Social Media postings.

4. **Service Fee.** The Client agrees to the following fees.

A. BROKER'S FEE:

a. The Commission shall be paid upon receipt of the purchase price by the Seller after the signing of the Deed of Absolute Sale or Contract of Lease, whichever applies. The Broker/Agent shall be entitled to the commission only if the Broker/Agent engaged a buyer who is ready, willing, and able to purchase the property on terms accepted by the Seller at the Seller's sole and absolute discretion and such property is in fact sold to a buyer engaged by the Broker/Agent during the term of this Agreement.

i. For a Sale: The BROKER/AGENT should be duly compensated for a successful sale (i.e.) standard commission of 3% of the selling price in Metro Manila and 5% of selling price outside of Metro Manila.

ii. For a Lease: The BROKER/AGENT shall be compensated the equivalent of one month's worth rent for a successful lease transaction.

B. PLATFORM FEE:

a. The service fee, if any, is non-refundable and in no event shall payment of any amount due be abated or shall cease to be payable. Any amount already paid shall be forfeited and any check/s issued shall remain valid and in effect for commercial

transaction and can be deposited by GOLDEN SPHERE without need of prior demand on the date/s appearing in the check/s.

- b. If the CLIENT will terminate this agreement, all the service fees due shall remain due and demandable and shall be paid as a penalty fee to GOLDEN SPHERE.
- c. The CLIENT agrees to pay the amount, in an acceptable cash, check or online payment scheme. GOLDEN SPHERE may accept post-dated checks representing the full payment for the contract price and shall be non-withdrawable upon its issuance, unless replaced or substituted to any other modes of payment acceptable to GOLDEN SPHERE.
- d. The online payment scheme shall only be done through Bank Transfer (BPI) or GCash.
- e. A late payment fee for overdue payments shall be imposed at the rate of 10% every month until deemed fully paid, if applicable.

5. Conditions of Listing. The listing of the property/properties of the CLIENT shall be subject to the following conditions:

- a. It is understood that GOLDEN SPHERE wants to guarantee the quality of the properties that are listed in its portal, hence, GOLDEN SPHERE reserves the right to reject any request for listing if the guidelines for posting are not met.
- b. The CLIENT will be asked to provide additional information such as but not limited to (1) a copy of the title; (2) photos of the property; (3) authority-to-sell or proof of ownership (4) other relevant information.
- c. The property listing will be published in the portal once reviewed and approved by the website administrator. It is understood that the process may take a few hours to a few days.
- d. Once the posters and videos of the CLIENT's listing are uploaded in GOLDEN SPHERE's social media pages, these cannot be taken down without a valid reason. Further, a letter requesting to delete the listing must be submitted to GOLDEN SPHERE.
- e. Listings will be public on the website as long as the CLIENT's subscription is active.
- f. If for whatever reason, the CLIENT would like to delete his/her account and terminate this agreement, the CLIENT may request for account deletion/termination of agreement by way of a formal letter to GOLDEN SPHERE. However, the CLIENT agrees that once deleted, the action cannot be undone and all their listings and account data will be lost.
- g. For the feature on the platform's banner and featured property sliders, GOLDEN SPHERE shall allow the CLIENT to switch featured properties only after a month that the property is listed in the website. However, the

parties may agree in writing that the CLIENT can schedule switches ahead of time. Please note that this feature is only offered for certain subscription plans.

6. **Renewal.** Upon the expiration of the term, this Agreement will NOT renew unless the CLIENT notifies the GOLDEN SPHERE in writing, at least thirty (30) days prior to its intended date of termination that the agreement will be renewed. Membership plan will depend on the preferences of the CLIENT upon renewal.

a. GOLDEN SPHERE shall be informed, at least thirty (30) days prior to its renewal date, if packages signed are subjected to an annual rate increase. GOLDEN SPHERE is not required to renew if the CLIENT will not accept the updated rates.

7. **Warranties.** The CLIENT warrants that:

- a. The CLIENT is the owner or at least has the right or the required authority to list the property including the necessary power of attorney or board resolution whenever necessary.
- b. The listing is for the purpose of selling or leasing the property as the case may be and is not being made to commit any fraud or wrong or any acts of bad faith.
- c. That the property/ies listed has/have no pending case of whatever nature in court or any government agency.
- d. That there is no adverse claim or a claimant that is against the interest or ownership or right over the listed property and is available for sale or lease or for any declared purpose.
- e. The CLIENT warrants that the copies of this Agreement sent and received by GOLDEN SPHERE is a printout and/or scanned output reflecting the data accurately.
- f. The CLIENT further warrants that the signature of the CLIENT appearing hereat, is made freely and voluntarily and a faithful reproduction of the original if sent electronically after carefully reading and understanding all the terms and conditions of this agreement.

8. **Data Privacy.** GOLDEN SPHERE values the privacy and security of all its PARTNERS and CLIENTS and there commits to maintain the accuracy of all data in its portal and has taken the necessary steps to protect all CLIENT's personal information from any unauthorized access or data breach. GOLDEN SPHERE shall ensure that its security measures and data processing practices have complied with the Philippine Data Privacy Act of 2012

(hereinafter DPA) and related rules and regulations. GOLDEN SPHERE shall ensure that personal or confidential data it collects or and that is under its custody are protected against any accidental or unlawful disclosure, destruction, or alteration, as well as against any other unlawful processing.

The CLIENT acknowledges that this shall serve as notice to the CLIENT and those using the portal as to why the CLIENT's personal information is collected, how it is used, how you may access your personal data, how to review or amend your personal data, how to delete your personal data, as well as our website or portal's cookie policy. By listing and using the portal, the CLIENT accepts the policies and terms and conditions within this agreement.

GOLDEN SPHERE shall not be responsible for the data processing and collection done by third-parties, nor shall it be liable for any loss, damage or injury caused by such third-parties. The processing of data by third-party trackers on GOLDEN SPHERE's portal is subject to such third-parties' respective privacy policies. There may be external links on this website/portal, the destinations of such links are not covered by GOLDEN SPHERE's privacy policies and this statement.

9. **Free and Harmless.** The CLIENT holds GOLDEN SPHERE free and harmless from any claim of any person with respect to the property and the listing of the property in the portal at the request of the CLIENT. The client agrees to defend GOLDEN SPHERE from any such claim or right if it agrees to list the property.
10. **Binding Effect.** This Agreement when executed constitutes a valid and binding obligation on the parties and shall be enforceable in accordance with its terms and conditions as agreed upon.
11. **Venue of Cases.** It is understood that all legal actions that may be brought on or by virtue of this Agreement shall be in the proper courts of Muntinlupa City, to the exclusion of all other venues.
12. **Separability.** If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or void, such provision shall not affect the other provisions of this Agreement, and all provisions not affected thereby shall remain in full force and effect.
13. **Notices.** Notice to the CLIENT shall be binding if sent to any of the following:

- a. Address: _____;
- b. Email: _____;
- c. Social Media: _____(Viber/Skype/Messenger)

14. **Amendment.** Any amendment of any provision shall be effective only if it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties signed this agreement on _____ at _____.

On behalf of Golden Sphere Realty

On behalf of the Broker/Company Name

Printed Name and Signature / Date

Client's Printed Name and Signature / Date

ACKNOWLEDGEMENT:

REPUBLIC OF THE PHILIPPINES

CITY OF _____

BEFORE ME, a Notary Public for and in the city of _____ on this ___ day of _____ 2022, personally appeared the following persons with their Residence Certificate, to wit:

NAME	GOVT. ID NO.	DATE/PLACE ISSUED
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Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledges to me that the same is their free and voluntary act and deed, as well as the free and voluntary act added of the entries both parties represent.

WITNESS MY HAND & SEAL on the date and place first above written.

Doc. No. _____

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Book No. _____

Series of 2022