



BROKER'S AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **BROKER'S AGREEMENT** (the "Agreement") made and executed on _____ in Makati City, by and between:

DMCI PROJECT DEVELOPERS' INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at 1321 Apolinario St., Brgy. Bangkal, Makati City, represented herein by its Leasing Officer and Leasing Services Manager, and hereinafter referred to as "DMCI LEASING";

And

_____, Filipino, of legal age, with address at _____, and hereafter referred to as "LEASING BROKER (BROKER)";

WITNESSETH That:

WHEREAS, DMCI LEASING is presently engaged in the leasing of various residential subdivision and condominium projects developed by DMCI Homes;

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

1. NON-EXCLUSIVITY CLAUSE

The BROKER desires and has proposed to DMCI – PDI LEASING and DMCI - PDI LEASING accepts the offer, to be a non-exclusive agent in the marketing of For-Lease Properties of DMCI Homes / DMCI Homes Unit Owners.

2. NON-EXCLUSIVE LEASING MARKETING AGENT

- a. DMCI - PDI LEASING hereby appoints BROKER as its non-exclusive marketing agent for the leasing of house and lot, parking and the units in the various subdivision and condominium projects of which DMCI LEASING is involved.

3. PRODUCT KNOWLEDGE

- a. All information and details regarding For-Lease properties shall come exclusively from DMCI – PDI LEASING. However, subject to the prior approval of DMCI - PDI LEASING, BROKER may print, generate and disseminate, at his/her cost, his/her own informational materials to promote the For-Lease Property.
- b. However, DMCI - PDI LEASING or any of its officers or employees shall not in any manner be responsible for any misrepresentations or false information disseminated by the BROKER. In the event that DMCI - PDI LEASING shall be made liable, the BROKER shall reimburse DMCI HOMES / DMCI - PDI LEASING for such liability.
- c. BROKER shall hold DMCI-PDI LEASING free and harmless from any damages or liability resulting from any misrepresentations or false information disseminated by the BROKER.

4. COMMISSION / COMMISSION RATE

- a. The BROKER shall not accept and is not authorized to receive any payment in whatever form from the lessee. All payments (either rental payments or commission payments due to DMCI - PDI Leasing services) has to be given to the receiving body recognized by DMCI -PDI Leasing services.
- b. In case payment is received (either rental payments or commission payments due to DMCI PDI Leasing services) by the BROKER in violation of section a, the same shall be ground for termination of this contract. DMCI Homes or DMCI - PDI Leasing services shall not be held

liable and shall be rendered harmless by the BROKER from any and all claims arising from such receipt or acceptance of payment from the LESSOR or LESSEE.

- c. For every Closed Sale, the BROKER shall be entitled to a certain commission rate based on the Facilitation Fee given by the Lessor to DMCI - PDI LEASING. Withholding Tax and VAT on the commission shall be for the account of the BROKER.
- d. Commission Rate shall vary depending on the act/s done by the BROKER for the client. And is subject to change depending on arrangement with DMCI LEASING. A separate form indicating the commission due to the BROKER shall be executed between the BROKER and DMCI –PDI LEASING
- e. **BROKER** shall be entitled to the commission provided the following documents are submitted to DMCI – PDI LEASING
 - i. Contract of Lease
 - ii. Lessee Information Sheet
 - iii. Memorandum of Agreement (to be provided by DMCI - PDI LEASING)
 - iv. Commission distribution form (signed by the BROKER and DMCI - PDI LEASING)
 - v. Proof of payment of rental (including advance payment and security deposit) – Bank deposit slip, Complete Post-Dated Checks (PDCs) etc.

5. REGISTRATION OF PROSPECTIVE TENANT / LESSEE

- a. For purposes of the commission, the BROKER shall register with DMCI - PDI LEASING his/her prospective tenant and the house and lot, parking or condominium unit/s the tenant is interested to lease.
- b. The registration shall be valid for fifteen (15) days only, and shall commence from the date the registration form is received by DMCI-PDI LEASING.
- c. A Closed Sale made to a registered tenant during the fifteen (15) day period shall be credited to the BROKER. If after the lapse of the fifteen (15) day period and there is no closed sales, the house and lot, parking and/or condominium unit/s reserved shall be open for rent to any other interested party.

6. MISCELLANEOUS PROVISIONS

- a. The parties acknowledge that there is no employer-employee relationship between DMCI - PDI LEASING and the BROKER. BROKER is solely an independent marketing agent of DMCI - PDI LEASING. The BROKER shall have independence in the manner and method of marketing the For-Lease house and lot, parking or condominium unit/s, provided, however, that for purposes of coordination and to protect the business image of DMCI Homes and DMCI - PDI LEASING, the policies, rules and regulations which may from time to time be promulgated by DMCI - PDI LEASING must be observed by the BROKER;
- b. BROKER must observe and comply with the rules of DMCI Homes' Code of Ethics. Appropriate sanctions shall be imposed in accordance to the Code of Ethics for violations incurred;
- c. The appointment of the BROKER is on a non-exclusive basis and may unilaterally be terminated at anytime by DMCI - PDI LEASING for any reason;
- d. In the event that DMCI - PDI LEASING shall be adjudged as joint and severally liable with the BROKER for any of his/her acts and/or misrepresentations, either as an agent or employer, by any judicial or quasi-judicial bodies, the BROKER shall indemnify DMCI LEASING for such amounts or damages that may be adjudged against DMCI - PDI LEASING.
- e. All information, sales and marketing strategies, data, product knowledge and pricing methods which the BROKER shall gain from DMCI - PDI LEASING out of, arising from or by virtue of this contractual relationship, shall be kept confidential by the BROKER and shall not be disclosed or divulged to other persons and/or entities. This specific obligation shall survive even after the severance or termination of the relationship of the BROKER with DMCI - PDI LEASING.
- f. As an accredited BROKER, all existing or future policies and procedures of DMCI - PDI LEASING are deemed incorporated in this Agreement. The BROKER acknowledges the changes in official commission rates & incentives and shall at all times uphold and perform his duties and responsibilities consistent thereto;
- g. In case of termination or resignation, BROKER agrees to follow the existing exit policy of DMCI Homes; and
- h. Should Philippine laws required the BROKER to be licensed by a government agency, the BROKER shall comply with such requirement. Otherwise, DMCI - PDI LEASING may, at its sole option, terminate this agreement and any damages incurred by DMCI - PDI LEASING for the BROKER's non-compliance shall be reimbursed by the BROKER.

7. EFFECTIVITY

This Agreement shall be effective from _____ to _____, unless renewed or extended at the sole discretion of DMCI - PDI LEASING.

LEASING BROKER
Signature over printed name
Date: _____

DMCI-PDI Leasing Services
Signature over printed name
Date: _____

Updated: 11-29-2011