

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into on \_\_\_\_\_, by and between:

AiM Properties, Inc., referred to as the "AiM" with office address at Unit 7 17th Flr IBP Tower, Jade Drive Ortigas Center, Pasig, 1605 Metro Manila representative by its lead real estate broker Marisol R. de los Reyes.

AND

\_\_\_\_\_, referred to as the "Partner Broker Team" with primary office address at \_\_\_\_\_ represented by its lead real estate broker \_\_\_\_\_

### RECITALS

WHEREAS, AiM Properties, Inc. and \_\_\_\_\_ are both engaged in the business of real estate brokerage services, both represented by a licensed real estate broker.

WHEREAS, AiM Properties, Inc. and \_\_\_\_\_ desire to collaborate with real estate listings.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

#### 1. Scope of Collaboration:

1.1 Leads & Listings Provision: Both **AiM** and **Partner Broker Team** agree to provide real estate leads and listings on an ongoing basis. These leads are non-exclusive. It is understood the prospective buyers have the options to choose their preferred real estate property with the service of a qualified real estate professional.

1.2 Lead Handling: Both **AiM** and **Partner Broker Team** shall register their leads for schedule of property visit. Both must promptly update and contact the property owner that matches the leads' preferences.

In the process of lead conversion, all reasonable efforts shall be made to engage prospective clients and guide them through the entire sales cycle. This encompasses, but is not limited to, initial outreach, property visit and inspection, negotiation of terms, and completion of transactions.

The Broker/ Salesperson maintains active communication with the property owner regarding property availability, status and potential client interest. The Broker/ Salesperson actively seeks to schedule property viewings for prospective clients.

1.3 Lead Management: **AiM** and **Partner Broker Team** shall diligently manage and cultivate all leads, promptly following up and conducting all real estate transactions in a professional and ethical manner.

1.4 Non-pursuing Lead: **AiM** and **Partner Broker Team** shall submit a proof of communication with the client's final decision.

#### 2. Compensation and Payment Terms

2.1 Commission Split: AiM and Partner Broker Team will have a standard commission and incentive sharing of 50/50 that is 50% of the commission will be given to the team handling the client and the other 50% commission will be given to the team handling the owner of the property.

2.2 Payment Terms: Payment of commission coming from the owner's side shall be made within 3 days of the release of commission from the owner. A statement or voucher attached notarized Deed of Sale or Developer's statement of account shall be provided detailing the transaction and the commission earned. Commission shares may be deposited directly to the preferred bank account of the broker.

2.3 Disputed Payments: Any disputes regarding payments shall be resolved by good faith negotiations between the parties. If a resolution cannot be reached, the dispute shall be handled in accordance with Section 7 of this Agreement.

#### 3. Confidentiality

3.1 Confidential Information: Both parties agree to keep confidential all information received from the other party, including but not limited to leads, business practices, and client information, unless otherwise required by law.

3.2 Non-Disclosure: Neither party shall disclose any confidential information to any third party without the prior written consent of the other party.

#### 4. Term and Termination

4.1 Term: This Agreement shall commence on the date first written above and continue for a period of 1 year. The Agreement shall automatically renew for successive 1 year terms unless either party provides written notice of termination at least 30 days prior to the end of the current term.

4.2 Termination for Cause: Either party may terminate this Agreement for cause if the other party breaches any material term of this Agreement and fails to cure such breach within 30 days of receiving written notice of the breach.

4.3 Effect of Termination: Upon termination of this Agreement, both parties under the assigned accredited Broker shall continue to honor the commission split arrangement for any transactions in progress at the time of termination.

5. Representations and Warranties

5.1 Both parties represent and warrant that it has the right and authority to provide the leads and that the leads provided under this Agreement are obtained through lawful means.

5.2 Both parties represent and warrant that it is duly licensed to perform real estate sales services and shall comply with all applicable laws and regulations.

6. Indemnification

6.1 Mutual Indemnification: Each party agrees to indemnify, defend, and hold harmless the other party, its officers, directors, employees, and agents from and against any and all claims, losses, liabilities, damages, expenses, and costs (including reasonable attorney's fees) arising out of or related to any breach of this Agreement or the gross negligence or willful misconduct of the indemnifying party.

7. Dispute Resolution

7.1 Negotiation: In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt to resolve the dispute through good faith negotiations.

7.2 Arbitration: If the dispute cannot be resolved through negotiations, the parties agree to submit the dispute to legal authorities.

8. Miscellaneous

8.1 Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations.

8.2 Amendments: This Agreement may be amended only by a written instrument executed by both parties.

8.3 Assignment: Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

8.4 Notices: Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon receipt when delivered personally, by registered mail, or by email with confirmation of receipt.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

AiM

Partner Broker Team

\_\_\_\_\_  
Marisol de los Reyes  
Lead Real Estate Broker  
AiM Properties, Inc.

\_\_\_\_\_  
Lead Real Estate Broker

ACKNOWLEDGEMENT

Republic of the Phils.

BEFORE ME, a Notary Public personally appeared:

Name	ID Number	Valid until / Place of issue
Marisol R. de los Reyes	PRC Lic No. 0003382	

Known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is his/her free and voluntary act and deed.

This instrument has been signed by the parties and their witnesses on each and every page thereof. WITNESS MY HAND AND SEAL on this \_\_\_\_\_

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_