

Gambedotti Real Estate

Affiliate Terms and Conditions

WHEREAS:

(1) These Terms & Conditions apply to participants in the Gambedotti Real Estate Affiliate Programme (the "Programme").

(2) In these Terms & Conditions, "Company", "we", "us", "GRE", and "our" means Gambedotti Real Estate – Italian Office: Corso Garibaldi n. 25 – 61029 Urbino (PU) Italy – UK office: 23 Thrale Road, London SW16 1NS United Kingdom.

(3) In these Terms & Conditions, "Affiliate", "you" and "your" means the individual or organisation that is applying to become a participant in the Programme and who will accept these Terms & Conditions upon joining the same.

(4) By accepting these Terms & Conditions you agree to be bound by them and shall enter into a binding agreement with us (the "Agreement").

1. Definitions and Interpretation

1.1 In these Terms & Conditions the following terms shall have the following meanings:

"**Business Day**" means any day other than Saturday or Sunday that is not a bank or public holiday;

"**Cancellations Policy**" means our cancellations policy;

"**Commencement Date**" means the date of your acceptance;

"**Commission Rate**" means the percentage of commission paid on net sales revenue set out in Sub-clause 11.2;

"**Confidential Information**" means all business, technical, financial or other information created or exchanged between the Parties in the course of fulfilling their obligations under the Agreement;

"**Current Term**" means the Term that the Parties may be in at any given time;

"**Direct Referral**" means the sale of a residential property or business or land or a Service Package to a customer who uses your unique affiliate ID;

"**Intellectual Property Rights**" means any rights subsisting in a copyrighted work, trademark, patent or design and shall be construed in accordance with the Copyright Designs and Patents Act 1988, Trade Marks Act 1994 and Patents Act 1977;

"Registered Email Address" means the email address of the Company/Individual as provided in the Affiliate member's area or the email address of the Affiliate as provided in your Registration Data;

"Registration Data" means the information provided by the Affiliate when registering for enrolment in the Programme;

"Service Package" means a particular set of services available from us through our website as defined in Clause 7; and

"Term" means the term of the Agreement, as defined in Clause 17 of these Terms & Conditions, during which you shall participate in the Programme under the terms and conditions set out in the Agreement.

2. Enrolment in the Programme

2.1 By enrolling in the Programme you agree that, at the time of registration, you will provide accurate and complete Registration Data and that you shall inform us of any changes in your Registration Data.

2.2 Upon your acceptance of these Terms & Conditions, subject to our approval and sub-clause 2.4 below, you will be sent these terms and conditions via email.

2.3 We may, at our sole discretion, review any website where you are advertising us, following your acceptance of these Terms & Conditions. Following your acceptance of these Terms & Conditions, you will receive a welcome email confirming your unique affiliate number and an online account will be created immediately giving you access to tracking and payment details.

2.4 We may, at our sole discretion, choose to reject any application for any reason (and are under no obligation to disclose such reasons). Reasons for which an application may be rejected include, but are not limited to, content on your website that:

2.4.1 is in any way unlawful, harmful, threatening, obscene, harassing, discriminatory, defamatory or otherwise objectionable;

2.4.2 facilitates or promotes violence, terrorism, or any other criminal activity;

2.4.3 is sexually explicit; or

2.4.4 infringes or assists or encourages the infringement of any intellectual property rights belonging to any party.

3. Company / Affiliate Relationship

3.1 Nothing in these Terms & Conditions shall constitute, or be deemed to create, a partnership between the Parties; nor, except as expressly provided, shall it designate, or be deemed to designate, any Party the agent of any other party for any purpose.

3.2 Subject to any express provisions to the contrary in these Terms & Conditions, you shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on our behalf or bind us in any way.

4. Website Links

4.1 If you are linking to our website you are permitted to link to all current sales content, that contains all properties and businesses for sales/rent and all services offered.

4.2 Under no circumstances may any of our graphics be used without permission. Any graphic files provided by us must not be modified in any way without our prior written authorisation. You may not use graphic files of your own to link to our platforms..

4.3 All graphic files that we may provide for use as links may be displayed throughout your website as you deem appropriate, subject to our prior consent (which shall not be unreasonably withheld) which must be obtained in all cases. We reserve the right to request the alteration or removal of a link from your website.

4.4 You are required to assume full responsibility to maintain all links to our website from your website.

5. Site Maintenance and Content

5.1 Each Party shall be exclusively responsible for maintaining and updating its own website. Subject to the provisions of this Clause 5 and Clause 14 below, neither Party shall have any obligations to the other Party in relation to the maintenance or content of their website.

5.2 Subject to Sub-clause 5.3 of these Terms & Conditions, neither Party may host any content that:

5.2.1 is in any way unlawful, harmful, threatening, obscene, harassing, discriminatory, defamatory or otherwise objectionable;

5.2.2 facilitates or promotes violence, terrorism, or any other criminal activity;

5.2.3 is sexually explicit; or

5.2.4 infringes or assists or encourages the infringement of any intellectual property rights belonging to any party.

5.3 Neither Party shall be under any obligation to pre-screen any content added to their website by third parties; however, in the event that either Party receives from the other written notification of any content that falls within that described in Sub-clause 5.2 of this Agreement, such content must be removed within 3 Business Days of receipt of such notice.

6. Display of Company Information

6.1 As an affiliate, you are free to display pricing and other information relating to our Service Packages. Most of our services are of a bespoke nature so prices will need to be obtained for the specific service or services. It is your responsibility to keep such information up-to-date through your own efforts; we will provide property pricing information updates to you on a regular basis.

6.2 We reserve the right to alter pricing at any time in accordance with our own policies.

6.3 Company name, website name and affiliate ID numbers are not permitted to be used within any webpages. Affiliate Referrals should be known to the affiliate. If affiliates are found to be using SEO or their codes appearing in Google or other (search engine) for any promotional, discount or special offer search terms by the browsing public, we will decline those affiliate payments. This includes posting codes on review websites. Our scheme is to reward affiliates who produce new business, in accordance with the terms and conditions we have set out.

7. Service Packages

We provide a complete range of property services which includes, residential property sales, business sales, land sales, Property finder services, currency exchange, building services, transport services, investment projects, renovations projects, master builder services, new builds, landscaping and swimming pool works, which can be accessed by all affiliates. Descriptions of these services are available on our website: www.gambedotti.com/en/services

8. Customer Referral Requirements

8.1 A referred customer is deemed to be validated after the client completes the registration process.

8.2 The referred customer has to select more than one of our main service package options for commissions to be payable.

8.3 All affiliate sales of additional services must be commissioned at the time of the property or business purchase, in order to attract an additional commission.

The level of commission, will be determined by Gambedotti Real Estate.

8.4 Commission is only due on completion of all payments by the affiliates clients and the service provider and on the presentation of a valid invoice with Unique ID from the affiliate.

8.5 We reserve the right to alter such terms & conditions at any time and will provide 10 Business Days' written notice to you (the affiliate) of any such alterations.

9. Orders

9.1 We undertake to use our best and all reasonable endeavours to process and fulfil all orders placed by referred customers generated by affiliates.

9.2 We reserve the right to reject any orders that do not comply with the customer referral requirements detailed in Clause 8 of these Terms & Conditions.

9.3 It shall be our full responsibility to ensure that all orders are completed and that the provision of services is undertaken in accordance with our Terms and Conditions Agreements. We shall be responsible for order entry, payment processing, cancellations and all subsequent customer services.

10. Affiliate Sales Reporting

10.1 We will track the following elements of all sales:

10.1.1 Origin (affiliate ID);

10.1.2 Sales Package or packages selected;

10.1.3 Revenue generated.

10.2 Full reports of all sales generated will be available via direct communication by email to the affiliate. We reserve the right to alter the form and content of such reports without notice.

11. Commission and Referral Fees

11.1 You will be paid commission at the rates set out in Sub-clause 11.2 on the net revenue minus vat of sales generated.

11.2 Commission shall be calculated on the following basis:

11.2.1 All validated sales that result from Direct Referrals will attract a commission of :

- **Affiliate Rates up to 50% of the buyer's commission on residential and business sales.**
- **Buyers commission structure: minimum 3% and maximum 6% +VAT.**
- **Special sales incentives on selected properties.**

- Commission payments on services will be calculated by the service provider and Conveyed to GRE. GRE will notify the affiliate of such commissions and the payments will be distributed on a 70-30% basis between GRE and the affiliate.
- Commission Payments can only be made after the service provider has paid GRE in full. No commissions are payable under the scheme
- Special vendor mandate sales attract a 'rent of ability' and the uplift from the agreed base price, up to 10%. This margin will be distributed on a 60-40 % basis between GRE and the affiliate.
- Commission payments will only be made to the affiliate after the buyer completes the transaction and the vendor releases the commission to GRE.

11.3 In the event that the referral customer does not use your affiliate ID no commission will be payable.

11.4 Commission shall be calculated only when we have received payment in full from the customer (referral), and we have completed the property/business sale (this time period reflects the time limit set out in our Cancellations Policy). Only when payment has been received in full will sales be logged in your Affiliate ID account and a payment instruction issued to the affiliate.

11.5 Commission shall be paid to affiliates on completion of the property/business purchase (Usually within 30 days) other commissions for other services are paid within 30 days of receipt of payments in full from the referred client and service providers. No payments will be issued until all payments have been received in full from the referred client and service provider.

11.6 In the event of any refunds issued for any reasons including, but not limited to fraud and where such refunds are not incurred through any fault of ours (GRE), you may be contacted to arrange for the repayment of any related commission.

11.7 Any and all commission paid to you shall be based on sales revenue less any tax due; however, you may still be liable to pay tax on your commission. By accepting these Terms & Conditions you hereby acknowledge that you are solely responsible for the payment of tax on any income you may generate through your involvement in the affiliate Programme.

11.8 We reserve the right to modify our Commission Rates at any time. You will be given 10 Business Days prior written notice (the "Notice Period") of any such change. You will be given the option to opt-out of the Programme within the Notice Period and will, on the exercise of that option, be paid any Commission due to you [notwithstanding the total commission earnings requirement set out in Sub-clause 11.6 above].

11.9 A valid working email address is a condition of payment and if we receive bounced emails the account will be removed and payments annulled.

12. Trade Marks

12.1 Upon your entry into the Programme, we shall grant to you a non-exclusive, non-transferable, royalty-free license to use our trademarks, such trademarks being detailed in Schedule 1 to the Agreement

12.2 You may use our Trade Marks, logo, designs only to the extent required to establish links and perform your obligations as an Affiliate under these Terms & Conditions.

12.3 In the event that you wish to use our Trade Marks, logo, designs, for any purposes outside of these Terms & Conditions you must not do so without prior written consent, such consent not to be unreasonably withheld.

12.4 By accepting these Terms & Conditions you hereby agree that:

12.4.1 our Trade Marks, logo, designs, marketing material shall remain the property of GRE unless and until we assign those Trade Marks, logo, designs, intellectual property to a third party;

12.4.2 nothing in these Terms & Conditions shall be deemed to confer any ownership rights in our Trade Marks etc on you; and

12.4.3 you shall not contest the validity of our trademarks, logo, designs.

13. Intellectual Property

13.1 Unless otherwise expressly indicated we are the sole and exclusive owners of all Intellectual Property Rights ("IPRs") in our website including, but not limited to: all code, text, sound, video, graphics, photographs and other images that form a part of the site. We shall also be the sole and exclusive owners of all IPRs which may subsist in any supporting documentation which shall include, but not be limited to, site plans, maps, design sketches and other preparatory material.

13.2 We shall be the sole and exclusive owners of all IPRs which may subsist in all future updates, additions and alterations to our website, such material including any supporting documentation.

14. Affiliate Warranties and Indemnity

14.1 In accepting these Terms & Conditions you hereby warrant and acknowledge that:

14.1.1 Your website (if applicable) does not and will not contain any content that:

- a) is in any way unlawful, harmful, threatening, obscene, harassing, discriminatory, defamatory or otherwise objectionable;
- b) facilitates or promotes violence, terrorism, or any other criminal activity;
- c) is sexually explicit; or
- d) infringes or assists or encourages the infringement of any intellectual property rights belonging to any party.

14.1.2 Your website (if applicable) is and shall remain functional and, subject to the provisions of Clause 19 of these Terms & Conditions, reasonable downtime for maintenance or third-party access restrictions, accessible to all users of the internet;

14.1.3 All necessary authorities, consents and approvals have been obtained in respect of your obligations under these Terms & Conditions and will remain valid and effective throughout the Term;

14.1.4 Your obligations under these Terms & Conditions shall constitute legal, valid and binding obligations on you. Such obligations shall be direct, unconditional and general obligations; and

14.1.5 You will not refer to us in any way in any unsolicited bulk email campaigns or other spamming practices that you may conduct.

14.2 By accepting these Terms & Conditions you agree that you shall indemnify us in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by us as a result of, or in connection with:

14.2.1 breach of any warranty given by you in relation to your website;

14.2.2 any claim that your website (if applicable) infringes the patent, copyright, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any terms stipulated by us; and

14.2.3 any act or omission by you or your employees, agents or sub-contractors in performing your obligations under these Terms & Conditions.

15. Disclaimers

15.1 We make no warranty or representation that our website, the Programme, or Service Packages sold through the Programme will meet your requirements or those of your visitors, that they will be of satisfactory quality, that they will be fit for a particular purpose, that they will not infringe the rights of third parties, that they will be compatible with all systems, that they will be secure and that all information provided will be accurate.

15.2 We make no guarantee of any specific results from the use of our website or from enrolment in the Programme.

15.3 We make no guarantee that our website shall remain functional and accessible to all users of the internet.

16. Liability

16.1 We shall not be liable to you for any indirect or consequential loss that you may suffer even if such loss is reasonably foreseeable or if we have been advised of the possibility of such loss being incurred.

17. Term and Termination

17.1 These Terms & Conditions and The Agreement shall come into force and become binding on the Commencement Date and shall continue in force for a period until it is ended by either party

17.2 Either Party may terminate the Agreement by giving 30 Business Days' prior written notice to the other:

17.2.1 At any time where the other Party has committed a material breach of these Terms & Conditions or the Agreement and such breach has remained unremedied 10 Business Days after receiving written notice of that breach; or

17.2.2 if the Other Party enters into liquidation whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation with the prior written approval of the other Party), or compounds with or makes any arrangement with its creditors or makes a general assignment for the benefit of its creditors, or if it has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it ceases or threatens to cease to carry on its business, or makes any material change in its business, or if it suffers any analogous process under any foreign law.

17.3 Upon the termination of the Agreement for any reason, you shall remove the links established under these Terms & Conditions.

17.4 Upon the termination of the Agreement for any reason, all licenses granted shall also terminate.

17.5 In the event that we terminate the Agreement in accordance with Sub-clause 17.2.1, any Commission owed to you at that time shall be forfeited.

18. Confidentiality

18.1 Each Party (a "Receiving Party") shall keep the Confidential Information belonging to the other Party (a "Supplying Party") confidential and secret and shall not use or disclose or make the Confidential Information available, directly or indirectly, to any person other than its officers and employees who need the Confidential Information to enable the Receiving Party to perform its obligations under these Terms & Conditions and provided that such officers and employees are also obliged to keep such Confidential Information confidential and secret. The foregoing obligations shall not apply to any information acquired by the Receiving Party which:

18.1.1 at the time of its acquisition was in the public domain; or

18.1.2 at a later date comes into the public domain through no fault of the Receiving Party.

18.2 Each Party hereby agrees and undertakes:

18.2.1 that all Confidential Information shall be and shall remain at all times the sole and exclusive property of the Supplying Party;

18.2.2 that its right to use Confidential Information shall wholly cease upon the termination of the Agreement; and

18.2.3 to return to the Supplying Party on termination of the Agreement all material embodying Confidential Information (including information stored on digital media) or any part thereof and all copies thereof.

19. Force Majeure

Neither Party to these Terms & Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to, power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

20. Severance

The Parties agree that in the event that one or more of the provisions of these Terms & Conditions is found to be unlawful, invalid, or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms & Conditions. The remainder of the Terms & Conditions shall be valid and enforceable.

21. Notice

Unless otherwise stated in these Terms & Conditions, the Parties agree that all notices to be served under the Agreement shall be in writing and may be sent by email to the other Party's Registered Email Address with a hard copy of the same to be sent by first class post to the addresses detailed at the head of these Terms & Conditions.

22. Entire Agreement

22.1 These Terms & Conditions shall embody and set forth the entire agreement and understanding between the Parties and shall supersede all prior oral or written agreements, understandings or arrangements relating to the Programme or the relationship between the Parties. Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in these Terms & Conditions, save for any representation made fraudulently.

22.2 Unless otherwise expressly provided elsewhere in these Terms & Conditions, the Agreement may be varied only by a document signed by both of the Parties.

23. General

23.1 No Waiver

The Parties shall agree that no failure by either Party to enforce the performance of any provision in these Terms & Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms & Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

23.2 Non-exclusivity

The relationship between the Parties shall be and shall remain non-exclusive. Both parties are free to enter into similar agreements with other parties outside of the regions covered by GRE

(Marche, Toscana, Emilia Romagna e Umbria) and may offer other properties and businesses and services not provided by GRE or marketed on the GRE website.

23.3 Non-assignment

You may not assign any or all of your rights or obligations under these Terms & Conditions or the Agreement without our prior written consent, such consent not to be unreasonably withheld.

24. Dispute Resolution (Arbitration)

It shall be agreed that where any dispute or difference relating to the Agreement or these Terms & Conditions arises between the Parties that matter shall be referred to the arbitration of a single arbitrator to be agreed between the Parties.

25. Law and Jurisdiction

25.1 These Terms & Conditions and the Agreement shall be governed by the laws of Italy.

25.2 Any dispute between the Parties relating to the Agreement shall fall within the

Date ___/___/_____

Affiliate Candidate

Gambedotti Real Estate

Company name: _____

Gambedotti Alberto

Administrator's name: _____

Corso Garibaldi 25

Company address: _____

61029 Urbino (PU) Italy

P.IVA: 02426650418

VAT no. _____

Tel. +39 (0) 722 041400

Contact No. Tel.: _____

Signature
