



CONTRACT

for advertising services

«___» _____ 20__

Company **ARTEDEN Inversiones y Proyectos S.L.** registration number B98173248 acting on the basis of the Charter, hereinafter referred to as "Contractor", represented by executive director **Artjom Kapustjuk** on the one hand, and the company _____ registration number _____, _____, acting on the basis of the Charter, hereinafter referred to as "Customer" represented by _____ position _____ name, surname _____ on the other hand, together hereinafter referred to as the "Parties" and each individually - "Party" has concluded the following agreement.

For the clear understanding of terms used in this Contract, their interpretations are provided here:

Exposure – performing the information on real estate portal Top-Casa.

Publication - placement of information materials on the portal after the inspection.

Providing – giving information to the portal with the view to its subsequent publication and exposure.

Variants of exposure - current methods of grouping the advertisement, which determine the cost of accommodation.

User of the site - person who uses the site and is passed directly to the site of the Contractor.

Contractor - legal or private person providing the possibility of exposure of information materials on the site belonging to him on the property rights or other grounds entitling him to such action.

Customer - person or entity providing information materials for subsequent display on the site.

The site - the set of web pages, united by the common root address.

1. SUBJECT OF THE CONTRACT

1.1 Contractor provides Customer the right to place unlimited amount of informational materials on the real estate portal, located in Internet at www.top-casa.com. Company ARTEDEN Inversiones y Proyectos S.L. is the legal owner of the real estate portal TOP-CASA, and has the exclusive right to use it.



2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1 Rights and Obligations of the Customer:

- 2.1.1 Customer provides the informational materials on the portal, in the manner and form corresponding the rules and requirements of the portal. If the information, provided by the Customer, doesn't conform to the established format, the Customer may ask the Contractor, to put it in proper form, required for publication on the portal. In this case, the cost of services for converting the information into the proper form should be paid separately and indicated in the Annex to this Contract.
- 2.1.2 Customer must specify such information in giving informational materials: the price of the property, conditions of its sale, name of sales manager, photo, name and company logo, company location, languages possession, e-mail address, which will be sent notice of the application.
- 2.1.3 Customer should promptly notify the Contractor, if the ad, published on the portal, is no longer relevant - the object is sold, withdrawn from sale, or for other reasons doesn't contain reliable information.
- 2.1.4 Customer should pay the granted right to place informational materials in the order provided by this Contract and the Annexes.
- 2.1.5 Customer agrees to follow the rules and requirements of the portal concerning providing of the information and not to harm the positive image of the portal.

2.2 Rights and obligations of the Contractor:

- 2.2.1 Contractor checks the ads of real estate, provided by the Customer on the portal TOP-CASA, and if he doesn't identify inconsistencies, he should publish the provided information in the described manner and on terms discussed by this Contract or its Annexes.
- 2.2.2 If the information provided by Customer doesn't comply with established rules and requirements of the portal concerning placing the ads, the Contractor has the right to offer the Customer an additional service of converting the information into the proper form required for publishing on the portal. In this case, the cost of additional services is paid separately and noticed in the Annex to this Contract.
- 2.2.3 The Contractor should publish the information about the objects, including such information of the customer: the name of sales manager, photo, company logo, location of the company, the languages.
- 2.2.4 The Contractor should personally execute actualization of real estate ads on the portal TOP-CASA, or at the request of the Customer, but not more than twice a month.
- 2.2.5 The Contractor shall notify the Customer about the application for the purchase or lease of his object by sending messages to the specified Customer's e-mail address.

3. PRICES AND PAYMENT

- 3.1 In the case if the Customer and the Client conclude the contract of sale or lease for the object acquired through the portal, the Customer agrees to pay Contractor **10%** of the commission received in the result of the transaction, within 5 days from the date of receiving the commission by the Customer from the Contractor (property seller / developer). If the payment is made by international wire transfer, Customer must provide payroll, confirming exposure services payment.
- 3.2 If the Customer doesn't pay exposure services according to paragraph 3.1 of this Contract, the Contractor has the right to terminate this Contract unilaterally, and cancel the publication of all ads, notifying the Customer about the termination by the email.
- 3.3 In the case of converting of the information provided by the Customer in the proper form for publication on the portal, the payment, for this service to the Contractor, is carried out separately within 3 banking days, from the publication of information on the portal.



4. RESPONSIBILITIES OF THE PARTIES

- 4.1 The Parties are exempt from liability for any delay and / or partial or full default of the obligations of this Contract, in the case if it was caused by force majeure (force majeure), and the publication of the authorities and control instruments, making it impossible to fulfill the obligations under this Contract.
- 4.2 The Customer is solely responsible for the content and reliability of the information published on the portal.
- 4.3 The Contractor isn't responsible for the authenticity of the information provided by the Customer.
- 4.4 In case of submission of claims, concerned with the information, published on the portal, to the Contractor, the Customer assumes all the liability to third parties and indemnifies the Contractor.
- 4.5 The Customer is solely responsible for the violation of rights belonging to third parties caused by the providing of the information on the real estate provided to the Contractor.
- 4.6 The Customer is solely responsible for any mistakes in the provided materials, made by his own. If the Customer notices such mistakes, he should eliminate them in the shortest possible time.

5. DURATION OF CONTRACT AND OTHER CONDITIONS

- 5.1 This Contract takes the force upon its signing by the Parties and will run until «___» _____ 20___, inclusive. In case of absence of any propositions or claims about termination of the Contract from the Parties within 10 days before the end of its validity, the Contract is considered to be extended for the further term - equal to the term of this Contract and with the same conditions, prescribed by this Contract.
- 5.2 Relationship of Parties which aren't regulated by this Contract should be solved in accordance with the rules established in the portal. In the case if the single paragraph of this Contract is invalid or contrary, it won't affect the validity of the other paragraphs and the Contract as a whole.
- 5.3 All disputes or differences which may arise out of this Contract, because of it or because of the different interpretations must be resolved through negotiations and consultations between the Parties.
- 5.4 Contractor declares that he has all the right skills, abilities and knowledge to the qualitative performance of obligations under this Contract.
- 5.5 The Parties adopt all the statements of this Contract and its Annexes, especially of price and shouldn't disclose it to third parties.
- 5.6 After the signing of this Contract, any prior agreement between the Parties becomes null and void. All changes, additions and Annexes to this Contract, including but not limited to: lists, accounts, rates are valid only if they are signed by authorized representatives of both Parties and are integral parts of this Contract.
- 5.7 The Parties confirm the accuracy of the information set out in section 6 of this Contract, - every Part their own addresses and contact details. In case of change of address and / or other details, the Parties undertake about such changes each other in writing inform within 3 (three) working days.
- 5.8 This Contract is signed on 4 pages in two authentic copies, in English, one copy for each Party having the same legal force.



6. CONTACT DATA AND SIGNATURES

The AGENCY

(Company name)

(Registry number)

(Legal address)

(Authorized person)

(Contact data – email, mobile phone number)

(Passport number)

(bank data – name and address of the bank)

(IBAN, SWIFT code)

Date

Signature

The AGENT

(Company name)

(Registry number)

(Legal address)

(Authorized person)

(Contact data – email, mobile phone number)

(Passport number)

(Bank data – name and address of the bank)

(IBAN, SWIFT code)

Date

Signature