

## PROPERTY CONSULTANT AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This PROPERTY CONSULTANT AGREEMENT (the "Agreement") made and executed on OCTOBER 16, 2025 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 Sales Division Head, FRANCHETTE A. RETANA, Regional Sales (Cebu In-house), and hereinafter referred to as "DMCI-PDI";

And

VICENTE D. MERENDO JR. Filipino of legal age, with residence address at KALUMAGUIN, BULIGAN OC, and hereinafter referred to as "PROPERTY CONSULTANT (PC)",

**WITNESSETH: That -**

WHEREAS, DMCI-PDI is presently engaged in the development of various subdivision and condominium projects;

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

### 1. EXCLUSIVITY CLAUSE

The PC desires and has proposed to DMCI-PDI and DMCI-PDI accepts the offer to be an exclusive agent in the marketing and sale for the several projects of DMCI-PDI. The term "exclusive" means that the PC shall only sell project of DMCI-PDI.

### 2. MARKETING AGENT

DMCI-PDI hereby appoints PC as its non-exclusive marketing agent for the marketing and sale of lot, house and lot, parking

and the units in the various subdivision and condominium projects of which DMCI-PDI is involved.

The PC shall conduct all activities under the supervision of ANGELO VICTOR LAGARAS PRIETO, Sales Director, and VANESA JOY ARCHAL, Sales Manager.

The term "non-exclusive" as used in this Agreement shall mean that DMCI-PDI is not restricted in appointing, hiring or employing other third parties to engage in the marketing and/or selling of the various subdivision and condominium projects of DMCI or of the particular project to which the PC is assigned.

### 3. PRODUCT KNOWLEDGE

All information and details regarding the project shall come exclusively from DMCI-PDI. However, subject to the prior approval of DMCI-PDI, PC may print, generate and disseminate, at his/her cost, his/her own informational materials to promote the project.

However, DMCI-PDI or any of its officers or employees shall not in any manner be responsible for any misrepresentations or false information disseminated by the PC. In the event that DMCI-PDI shall be made liable, the PC shall reimburse DMCI-PDI for such liability.

### 4. COMMISSION RATE/ALLOWANCE

a. For every closed sale referred to as project outside Metro Manila, Joint Venture and other upcoming projects that may be identified by Project Development to be challenging to sell, the PC shall be entitled to a commission of THREE PERCENT (3%) based on Total Contract Price, For every closed sale referred to as project within Metro Manila, the PC shall be entitled to a commission of TWO AND EIGHTY HUNDREDTHS PERCENT (2.80%) based on Total Contract Price. Withholding tax and VAT on the commission shall be for the account of the PC;

The term "closed sale" shall mean, whichever is earlier, of:

i. The buyer executing a Deed of Sale or Deed of Conveyance of the unit purchased, or

ii. For staggered or monthly amortization basis, the submission by the buyer of all of the following:

- a. Client Reservation Form (CRF);
- b. Reservation Agreement (RA) with Reservation Fee (RF);
- c. All documents pertaining to the financing scheme chosen, (i.e. in-house, bank, Pag-IBIG or any other financial institutions);
- d. Complete PDC's for term payment;
- e. Contract To Sell (CTS);
- f. Buyer's Evaluation Report (BER)

**SM-FM-022**

- b. The PC shall assist and coordinate with DMCI-PDI so that all necessary requirements and documents shall be submitted and provided for by the prospective buyer/s.

#### 5. MISCELLANEOUS PROVISIONS

- a. The parties acknowledge that there is no employer-employee relationship between DMCI-PDI and PC. PC is solely an independent marketing agent of DMCI-PDI. The PC shall have independence in the manner and method of marketing and selling the lot, house and lot, parking or condominium unit/s, provided, however, that for purposes of coordination and to protect the business image of DMCI, the policies, rules and regulations which may from time to time be promulgated by DMCI-PDI must be observed by the PC;
- b. PC must observe and comply to the rules of DMCI PDI's Sales Code of Ethics. Appropriate sanctions shall be imposed in accordance to the Code of Ethics for violations incurred;
- c. Violations related to: i. Not following sales and marketing activity guidelines; ii. Misrepresentation including release of marketing communication materials of projects without corresponding HLURB License-to-Sell or "go signal" from the company; iii. Misuse of company/project logo, name or any branding identification.  
The company may impose any or all of the following sanctions/penalty: i. Termination of agreement; ii. Deduction from commission, allowance and incentives; iii. Filing civil or criminal case.
- d. Seminars, training programs, meetings and conferences which may from time to time be conducted by DMCI-PDI and for which the PC may be required to attend are solely for the purpose of enhancing or assisting the PC to achieve his/her sales goal;
- e. The appointment of the PC is on a non-exclusive basis and may unilaterally be terminated at anytime by DMCI-PDI for any reason;
- f. In the event that DMCI-PDI shall be adjudged as joint and severally liable with the PC for any of his/her acts and/or misrepresentations, either as an agent or employer, by any judicial or quasi-judicial bodies, the PC shall indemnify DMCI-PDI for such amounts or damages that may be adjudged against DMCI-PDI;
- g. For purposes of coordination, DMCI-PDI may assign the PC under a sales group;
- h. All information, sales and marketing strategies, data, product knowledge and pricing methods which the PC shall gain from DMCI out of, arising from or by virtue of this contractual relationship shall be kept confidential by the PC 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 PC with DMCI-PDI;
- i. As an accredited PC, all existing or future policies and procedures of DMCI-PDI are deemed incorporated in this Agreement. The PC acknowledges the changes in official commission rates, allowances and incentives and shall at all times uphold and perform his duties and responsibilities consistent thereto;
- j. In case of termination or resignation, PC agrees to follow the existing exit policy of DMCI PDI, and shall be subjected to the provisions indicated in the DMCI-PDI's Sales Code of Ethics;
- k. Should Philippine laws require the PC to be registered or licensed by a government agency, the PC shall comply with such requirement. Otherwise, DMCI-PDI may, at its sole option, terminate this Agreement and any damages incurred by DMCI-PDI for the PC's non-compliance shall be reimbursed by the PC.
- l. Any justifiable claims made by clients against the PC shall be automatically offset against any commissions or renumeration due to the PC.
- m. All accounts subject to reassignment shall be reassigned by DMCI-PDI to any third party without prejudice to the right of DMCI-PDI to file criminal and/or civil actions against the seller should there be any claims made by the clients of the said accounts arising from misrepresentations perpetrated against them before such reassignment.
- n. The PC shall perform customer due diligence through customer identification and face-to-face validation prior to establishment of business relationship with prospective client/s. The PC may use information and communication technology in the conduct of face-to-face interview. The PC shall also conduct the following CDD but not limited to:
  1. Verification of identification documents submitted by the prospective client/s.
  2. Confirmation of identification documents presented to DMCI PDI upon closing of sale.

#### 6. NON-COMPETE CLAUSE

If the PC initiates the rescission of this Agreement or enters into or starts a similar profession in another Real Estate Developer within six (6) months from rescission of this agreement, all receivables shall automatically be forfeited and will serve as liquidated damages.

#### 7. EFFECTIVITY

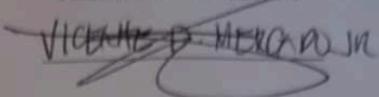
Subject to Sec. 5 (d), This Agreement shall be effective from OCTOBER 16, 2025 to APRIL 16, 2026 unless renewed or extended at the sole position of DMCI-PDI.

IN WITNESS WHEREOF, the parties hereto to have signed this Agreement on OCTOBER 16, 2025.

DMCI PROJECT DEVELOPERS, INC.

FRANCHETTE A. RETANA

PROPERTY CONSULTANT



SIGNED IN THE PRESENCE OF:

  
Angelo Victor Prieto

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
MAKATI CITY ) S.S.

BEFORE ME, a Notary Public, for and in the above jurisdiction, personally appeared  
the following their respective Community Tax Certificates, to wit:

Name  
FRANCHETTE A. RETANA

CTC No.

DATE/PLACE ISSUED

known to me to be the same persons who executed the foregoing Agreement and they acknowledged to me that the same is  
their free and voluntary act and deed and of the parties  
represented.

WITNESS MY HAND AND SEAL, at Makati City on OCTOBER 16, 2025.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2012.



## CHECKLIST OF REQUIREMENTS

### SELLER INFORMATION

SELLER NAME: VICENTE P. MERCADO JIL  
DIVISION: CEBUINHOUSE / DILAB  
CONTACT NUMBER: 096601477799  
DATE OF BIRTH: JAN 3, 1970  
CIVIL STATUS: MARRIED  
EMAIL ADDRESS: BOB BOMER.0314@gmail.com  
LICENSED BROKER:  YES  NO  
APPLICATION STATUS:  NEW  RETURNEE  
DATE OF APPLICATION: SEPTEMBER 25, 2025

### DOCUMENTARY REQUIREMENTS

DPDI, RLC and DMPV CONTRACT	
DATA SHARING AGREEMENT	
DATA PRIVACY CONSENT	
CODE OF BUSINESS CONDUCT	
PROOF OF TIN	
PROOF OF BANK ACCOUNT (attach latest deposit slip) <input type="checkbox"/> Eastwest Bank <input type="checkbox"/> BDO <input type="checkbox"/> BDO template	
1 GOVERNMENT ISSUED ID	
2X2 PICTURE	
TEMPORARY ID FORM	
DSHUD REGISTRATION / ID (okay to follow)	
NBI CLEARANCE (okay to follow)	
<b>FOR RETURNEE APPLICANTS ONLY</b>	
CONFORMITY / NOTICE TO TRANSFER	
CLEARANCE	
AMLC / CTF CERTIFICATE	

CHECKED/VERIFIED BY :  
Division Secretary

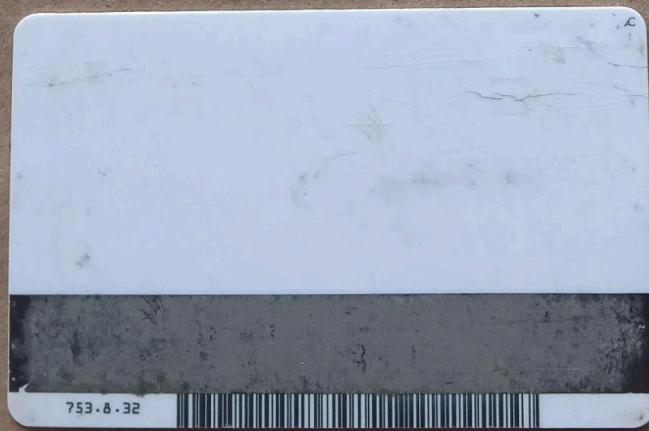
VICENTE P. MERCADO JIL  
Name and signature



• This card bears your permanent Taxpayer Identification Number (TIN). Always indicate your TIN on all returns / documents filed with the BIR.

• Report immediately to your Revenue District Officer, the loss of this card and change of name or address.

• Any person who secures and / or uses more than one TIN shall be criminally liable and shall be punishable by fine and imprisonment





Machine Validation

RH002213P  
200042166803

PHP 200.00

VICENTE JR LUCAY MERCADO

Cash Deposit

TT2527604WK1

10/03/25 3:06 PM

CLM69441

2225 - Cebu-Colon

This deposit is subject to terms and conditions  
covering this account.

This serves as your receipt when machine validated.  
Please check the validation before leaving the bank

Processed by

Vouched by

CONFIDENTIAL