

Real Estate Brokerage Contract

Between:

"ESCOLHA EXCLUSIVA, MEDIAÇÃO IMOBILIÁRIA, LDA. Holder of license AMI no. 18126, issued by Instituto dos Mercados Públicos do Imobiliário e da Construção, Tax Identification No. 516114425, with registered office at Rua 5 de Outubro, 550, R\Ch Esq., 4910-386 Vila Praia de Âncora, with the share capital fully paid up of EUR 2,000.00, here represented by its Managing Partners Joana Filipa Abreu Areia, NIF 261020218, holder of citizen card nr. 14153251, issued by the Portuguese Republic, valid until 03/04/2028 and Tito Emanuel Pinheiro da Balinha, NIF 212816039, holder of citizen card nr. 11863149 issued by the Portuguese Republic, valid until 23/10/2022, hereafter designated as First Contractor

and

SAM NUNNS, NIF 285602853, holder of passport No.533490686 issued by the United Kingdom of Great Britain and Northern Ireland, valid until 6/8/2026 born in the United Kingdom, residing at Rua da Costa n.º 99, Lugar da Costa, Covas, 4920 – 042 Vila Nova de Cerveira, e JANET NUNNS, NIF 285603051, holder of passport No.123510247 issued by the United Kingdom of Great Britain and Northern Ireland, valid until 12/02/2031 born in the United Kingdom, residing at Rua da Costa n.º 99, Lugar da Costa, Covas, 40920-042 Vila Nova de Cerveira, marital status married under the regime of general communion hereinafter referred to as the Second Contractor. The present **Real Estate Contra** is freely executed and governed by the following clauses:

Clause 1

Identification of the Property

The Second Contractor is the owner and rightful possessor of the autonomous farm building, intended for housing consisting of 6 rooms, with a total area of 9.685m², located in Rua da Costa, n.º 99, in the parish of Covas, in the municipality of Vila Nova de Cerveira, described in the Land Registry Office of Vila Nova de Cerveira, under the number 2242, and inscribed in the land register (urban-rural) under article no. 2242 of the Parish of urban title, 151; rustic, 3198; 3199; 3201.

Clause 2

Identification of the Business

1. The First Contractor will undertake due diligence to get interested parties to purchase the property for the sum of €690.000 developing for this purpose, promotional activities, and gathering information about the intended business opportunities and characteristics of said property.
2. Any alteration to the price established in the previous number must be communicated immediately and in writing to the First Contractor via e-mail.

Clause 3

Burdens and Charges

1. The property is free of any onus or encumbrances.
2. The Second Contractor declares that the following charges and encumbrances (mortgages and liens) exist over the property described in the previous clause for the value of €0

Clause 4
Hiring Regime

1. This is a Non- Exclusive Contract.

Clause 5
Remuneration

1. The remuneration will only be due if the First Contractor provides an interested party to purchase said property for the 2nd Contractors, under the terms and with the exceptions provided for in art. 19 of Law 15/2013 of February 8.

The Second Contractor undertakes to pay as remuneration:

2. The amount of (3%), calculated on the price by which the business is effectively concluded, plus VAT at the legal rate in force, however, the remuneration shall not be less than EUR 5,000.00 (fivethousand), plus VAT at the legal rate in force;
 - a) In the case of renting, the remuneration will have the value of € () plus VAT at the legal rate.
 - b) In the case of a lease with a purchase option, the remuneration due for the lease, under the terms of the preceding paragraph, shall be increased by the remuneration provided for in this Contractor for the purchase and sale, at the time when the same takes place.
3. If the promissory Contract is signed and the deposit paid to the Second Contractor is equal to or superior to 10% of the business value, the commission will be fully paid on the promissory Contractor's signing date. In all other cases, the commission will be paid in full on the day the final Contract is signed.
4. In the case of a lease, the commission will be paid in full on the date of the conclusion of the Contractor.
5. The remuneration will be fully paid to the company "DECISÕES E SOLUÇÕES - MEDIAÇÃO IMOBILIÁRIA, LDA", as outlined in clause 10 of this Contractor.

Clause 6
Obtaining Documents

In the case of the First Contractor having to obtain all the necessary documentation referred to by mediation, it has the right of reimbursement for the expenses incurred in obtaining it.

Clause 7
Guarantees for Mediation Activities

To guarantee liability arising from its professional activity, the First Contractor has taken out a compulsory civil liability insurance policy in the amount of EUR 150,000.00 (one hundred and fifty thousand euros), policy number 205912084, through the insurer Companhia de Seguros Allianz Portugal S.A.

Clause 8

Term of the Contractor

The present Contractor is valid for **6 months** counted as from the date of its signing, being automatically renewed for equal and successive periods, if not terminated by either of the Contracting Parties by any means, i.e. e-mail, etc... with a minimum notice period of ten days about its term.

Clause 9

Duty to Collaborate

1. The Second Contractor will collaborate with the First Contractor in the delivery of all the elements deemed necessary and useful within 15 days from the signing of this Contractor.
2. The Second Contractor declares and guarantees that within the scope of the applicable legal provisions of preventive and repressive nature to combat money laundering and the financing of terrorism covered by this Contract, they undertake to cooperate in the provision of relevant information to the First Contractor, namely regarding the identity of the Contracting parties, the object of the real estate business and the means of payment of real estate transactions.
3. The Second Contractor are also obliged to comply with all the legal and regulatory provisions arising from the Energy Certification System that are provided for in Decree-Law no. 118/2013, of 20 of August, that is, the obligation to provide, under the terms and due dates, for the issue of the respective Energy Certificate about the building object of the present Contractor (*if applicable*). The Second Contractor also undertakes to comply with the rules regarding the Home Information Sheet, b the provisions of Decree-Law no. 68/2004, of 25 March, in the terms and due dates (*if applicable*).

Clause 10

Agency Agreement

1. This real estate mediation Contract signed in 14/08/2020, between the First Contractor and the company "DECISÕES E SOLUÇÕES - MEDIAÇÃO IMOBILIÁRIA, LDA", holder of the license AMI n.No. 9300, issued by Instituto dos Mercados Públicos do Imobiliário e da Construção, NIPC 510 011 519, with head office at Avenida Sacadura Cabral, No. 3812, São Félix da Marinha, 4410- 099 Vila Nova de Gaia, with a share capital of EUR 15,000.00.
2. The aforementioned agency grants the First Contractor the necessary powers to enter into real estate mediation under the name "DECISÕES E SOLUÇÕES" and to practice all the necessary acts for the development and conclusion of each business.
3. Within the scope of the Ori agency Contractor, the remuneration due for the conclusion of the business shall be received by the company "DECISÕES E SOLUÇÕES - MEDIAÇÃO IMOBILIÁRIA, LDA", which shall issue the respective invoices and receipts.

Clause 11

Out-of-Court Dispute Resolution

1. Under the terms of article 18 of Law no. 144/2015, of the 8th of September, as amended, in case of dispute or dissatisfaction with the service provided, the Second Contractor may resort to cab for information, mediation, and arbitration (ADP) of which the first contractor is a member.

The provisions of the preceding paragraph do not deprive the consumer of his right to submit the dispute to a court of law.

Clause 12**Limits on cash payments**

The parties involved in this real estate mediation Contractor refrain from entering into or in any way participating in any business that results in the violation of the limits on the use of cash provided for in Article 63-E, of the General Tax Law, approved by Decree-Law No. 398/98, of 17 December, added by Law No. 92/2017, of 22 August and by Article 10 of Law No. 83/2017, of 18 August.

Clause 13**Real Estate Agent**

The Real Estate Agent has collaborated in the preparation of the real estate Contractor Alda Maria Lima Areuda bearer of Passport nº GB746852 and C. Fiscal 303926457

Clause 14**Personal Data Protection**

1. In compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and press the Council of 27.04.2016 (RGPD) and other applicable legislation, DPA, etc... relating to the protection of personnel information and processing of personal data and the free movement of such data, the Second Contractors do /do not authorize *as appropriate*) that their PETA collected, transmitted or processed by the First Contractor is authorized to incorporate such information into its database. This data is intended for administrative, statistical, and presentation-dissemination processing of products and services marketing only.
2. The First Contractor undertakes, specifically, not to copy, reproduce, adapt, modify, alter, delete, destroy, disclose, or in any other way make available to third parties, other than those expressly referred to in this Contract, the personal data of the Second Contractor, without being expressly permitted to do so, undertaking to use such information exclusively for the aforementioned purposes only.
3. It is further stated that, under the above terms and for the purposes provided in articles 12 to 23 of the RGPD, the First Contractor has informed the Second Contractor and they have been made aware of the rights to which they are entitled regarding their personal data.

Clause 15**Applicable Law**

In all matters not specifically provided for in this Contractor, the provisions of the applicable Portuguese legislation shall be observed, namely Law No. 15/2013 of 8 February.

After having been read and by the will of all concerned Contracting Parties, the parties agree to comply with this Contract by the dictates of good faith, for which reason it will be signed in duplicate, with one copy for each of the Contractors

Clause 16**Attached Translated Contract**

For the purpose of making easier the communication in case of any legal issues, there's a contract attached, translated in Portuguese, with the same clauses as in this English contract. In case of any differences among the contracts, both (First and Second contractors) agrees that the supreme contract that shall be used is this, the English version.

Date-Month- Year

2022

First Contractor:

Second Contractor:
