



ID PICTURE

**ACCREDITATION FORM****International Marketing Partner (IMP)**

PROFILE			
First Name:	Middle Name:	Last Name:	Suffix (e.g. Jr., Sr., II, etc.):
Complete Address: (Street Name and No./City/Province)		State:	Country:
Telephone Number:	Mobile Number:	Email Address: (pls indicate Gmail account for SMDC Pro registration )	
Date of Birth:	Civil Status:	Citizenship:	Gender:
Passport Number:	Issued by:	Place Issued:	Valid from/to:
Tax Identification Number (TIN):	Preferred Mode of Payment: (REQUIRED) <input type="checkbox"/> BDO Local Account Number <input type="checkbox"/> Telegraphic/Wire Transfer		
Are you a licensed real estate person in your country: <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, please indicate license number: _____			

COMPANY PROFILE (if applicable):			
Company Name:	Authorized Representative:	Designation:	Affiliation Date:
License Number:	Issued By:	Valid from/to:	Place Issued:
Business Address:	Business Phone Number:	Business Email:	TIN:

ENDORSEMENT:			
	<b>MANAGER</b> Property Investment (Signature Over Printed Name)	<b>DIRECTOR</b> Property Investment (Signature Over Printed Name)	<b>SAVP/AVP</b> Property Investment (Signature Over Printed Name)
	Email Address (Gmail)	Email Address (Gmail)	Email Address (Gmail)

INTERNATIONAL MARKETING PARTNER'S CONFORMITY	
I hereby confirm that all pertinent information given above are true and correct. I understand that any false information herein may be grounds for SMDC and its assign to disapprove my application for accreditation. Further, I agree to abide by the Company's Policies and Code of Ethics.	
Signature of IMP Over Printed name	Date

## NON-DISCLOSURE AGREEMENT

Pursuant to my obligations under the applicable laws and regulations as an employee or consultant of **SM Development Corporation.** (hereinafter referred to as the “Company”), I hereby voluntarily and unconditionally agree to execute this Non-Disclosure Agreement (“Agreement”) and comply with the following terms and conditions:

1. That in connection with or during the course of my accreditation or contractual relationship with the Company, there may be disclosed to or accessed or obtained by me, or I may have access to, certain trade secrets of the Company and other confidential information (hereinafter collectively referred to as “Confidential Information”), including but not limited to:
  - a. Technical information, which refers to methods, processes, formulae, compositions, inventions, machines, computer programs and research projects.
  - b. Business information, which refers to customer lists; pricing data sources of supply; marketing, production, or merchandising systems or plans; and all information or material that has or could have commercial value or other utility in the business of the Company.
  - c. Personal Information, which refers to any information, whether recorded in a material form or not, from which the identity of an individual (“Data Subject”), including but not limited to the Company’s applicants, employees, officers, directors, consultants, clients, customers, suppliers, service providers and partners, is apparent or can be reasonably and directly ascertained, or when put together with other information would directly and certainly identify such individual.  
 This includes but is not limited to such individual’s name, race, ethnic origin, age, place and date of birth, citizenship, residence or office address, contact info (phone and/or email address), marital status, name of spouse and/or child/children/dependents, if any, name of parents, physical attributes or identifying marks, occupation, religious, philosophical or political affiliations, education, health, previous or current health records, criminal background or any proceeding for any offense or court sentences, social security numbers, PhilHealth number and details, Pag-Ibig number and details, Tax Identification No. and details, tax returns, licenses or its denials, suspension or revocation, or any similar information or data protected under the Republic Act No. 10173, otherwise known as the Data Privacy Act (“DPA”), and applicable laws and regulations, including but not limited to Personal Information, Sensitive Personal Information and Privileged Information as defined under the DPA.
2. I shall not during, or at any time after the termination of, my accreditation or contractual relationship with the Company, use, copy or process for myself or for others, or disclose or divulge to others, any Confidential Information. I shall operate, hold and maintain Confidential Information under strict confidentiality during, or at any time after the termination of, my accreditation or contractual relationship with the Company. I shall strictly comply with any and all applicable laws and rules, including but not limited to the DPA, as well as any policy, measures, rules and regulations of the Company (“Company Rules”) implementing such applicable laws and rules. I understand and agree that the Company shall have no liability for any of my acts or omissions which may be in violation of such applicable laws and rules as well as the Company Rules.
3. That upon the termination of my accreditation or contractual relationship with the Company, or upon request by the Company, I shall immediately return to the Company all documents containing

Confidential Information and all documents relating to the Company or any Data Subjects (hereinafter collectively referred to as "Confidential Documents"), including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all hard, soft, manual, paper and electronic copies of such Confidential Documents or any and all documents or materials relating in any way to the Company's business or to a Data Subject, or any documents or materials in any way disclosed to, or obtained or accessed by, me during the course of my accreditation or contractual relationship with the Company. I further agree that I shall not keep or retain any copies of the foregoing, whether hard, soft, manual, paper or electronic copies and I shall not re-use and must surrender all Confidential Information secured during or in relation to the Recipient's Accreditation.

4. I hereby authorize and give my irrevocable consent to the Company to notify or inform any future or prospective employer, any third party or any authorities of the existence of this Agreement.
5. This Agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.
6. In the event of any breach of this Agreement or my failure to comply with any and all provisions contained in this Agreement, the Company Rules, and the applicable laws and rules, the Company shall have full rights to injunctive relief, in addition to any other existing rights, without requirement of posting bond.
7. I shall indemnify the Company against all penalties, fines, damages and loss, including attorney's fees, howsoever incurred or sustained by or imposed on the Company, as a consequence of or arising from my breach of or my failure to comply with any and all of the provisions contained in this Agreement, the Company Rules and the applicable laws and rules, including but not limited to the DPA.
8. Any delay, forbearance or neglect on the part of the Company to enforce any or all of the provisions of this Agreement and any or all rights in respect thereto shall not be construed as a waiver of such provisions and rights, and shall not preclude the Company from exercising the same or any other right under this Agreement.
9. If any provision contained in this Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the unenforceability of any provision to this Agreement shall not impair or affect the validity, legality and enforceability of any other provision.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

(Complete Name and Signature of Applicant/Employee/Consultant, and Date signed)

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REPUBLIC OF THE PHILIPPINES }  
 } SS.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, personally appeared \_\_\_\_\_, with ID No. \_\_\_\_\_, issued at \_\_\_\_\_, on \_\_\_\_\_, known to me and by me known to be the same person who executed the foregoing Non-Disclosure Agreement consisting of \_\_\_\_\_ (\_\_\_\_) pages, including this page on which the acknowledgement is written, and they acknowledged to me that the same is his free and voluntary act and deed.

WITNESS MY HAND AND SEAL this on the date and the place above written.

Notary Public

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

## DATA PRIVACY CONSENT FORM

I,  \_\_\_\_\_, of legal age, Filipino (citizenship), an (job applicant/employee/consultant) of **SM Development Corporation** do hereby voluntarily and knowingly state that:

1. **CONSENT:** I hereby freely, voluntarily and knowingly give my consent to **SM Development Corporation** ("Company"), including its departments and divisions, such as but not limited to Human Resources and Administration, Medical, Information Technology, Legal, Tax, Finance, Treasury and Accounting, including their authorized personnel and/or representative ("personal information personnel"), to collect, store, access, verify, investigate, dispose and/or process in any way, means or method, whether manually, electronically or automatically, my personal information or any information or data necessary for the purposes of, and in the course of my job application, employment or any contractual relationship with the Company, or termination or cessation of such job application, employment or contractual relationship, hereinafter collectively referred to as the "Purposes", including but not limited to carrying out data analytics, management, profiling, manual or automated decision-making and any activity in furtherance of the Purposes. I have read and understand the privacy policy of the Company and agree to all of the terms thereof.
2. **DATA SHARING:** I freely, voluntarily and knowingly grant my express, unconditional, voluntary and informed consent to, and hereby authorize, the Company, including its personal information personnel/processor, to share, transmit, or transfer my personal information to the parent company, subsidiaries and affiliates of the Company (collectively referred to as "Company Affiliates"), to act as personal information controller and/or personal information processor and to sub-contract or outsource the processing of my personal information to third parties acting as personal information processors, for and on behalf of the Company ("external service providers") for the above mentioned Purposes. I likewise hereby authorize and give my consent to the said Company Affiliates and external service providers to collect and process my personal information for the abovementioned purposes.

Further, I hereby give and grant my express, and informed consent to the Company, including its personal information personnel/processors, to share, transmit, disclose and transfer my personal information to the government, its branches, agencies and/or instrumentalities, for purposes of complying with the Company's mandatory reportorial requirements provided by law and/or regulations, such as but not limited to matters relating to taxation, or those which may be required by reason of my employment (or contractual relations) with the Company.

3. **CONFIDENTIALITY:** In the event that I come across, learn, receive or gain access to personal information of individuals or confidential information of the Company and its Company Affiliates, such as but not limited to, clients and supplier lists and data, financial condition and other information related to finances, business operation and methods of operation, trade secrets and pricing structures, personnel and other information, which ought to reasonably be treated as confidential, I hereby undertake that I shall not, at any time during the course of, or after the termination of my employment, divulge such information to any person not authorized to receive them nor use the same for any purpose other than that required by the nature of my position or by law.

4. **DISCLOSURES:** All my personal information or any information stated, indicated or contained in my application/Personal Data Sheet/General Information Sheet/Resume, including all requirements/documents which I submitted to the Company, which are generally made known or disclosed by me or any other third party through social media and other means, I hereby acknowledge that I am solely responsible for the consequences of such disclosure, transfer and sharing of said personal information or data. Thus, I hereby hold the Company free and harmless from suits in connection with, or arising from privacy breach of my personal data.

I hereby knowingly and voluntarily acknowledge the due execution, validity and effectivity of this Form. I hereby knowingly and voluntarily acknowledge and confirm that I have been duly informed of my rights under the law with respect to my personal information as well as of the Purposes of the processing, sharing, transmittal or transferring, or the subcontracting or outsourcing of the collection and processing of my personal information prior to the execution of this Form and hereby confirm that I have executed the same of my own volition and free will.

Signed and executed this  \_\_\_\_\_ at the City of Pasay.

 \_\_\_\_\_

(Complete Name and Signature of Applicant/Employee/Consultant, and Date signed)

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

\_\_\_\_\_

**ACCREDITATION AGREEMENT**

This certifies that \_\_\_\_\_ (the "Marketing Partner"), with business address at \_\_\_\_\_, has been duly appointed and accredited by **SM Development Corporation** (the "Corporation"), herein represented by SM Development, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at 15TH FLR. TOWER A TWO E-COM CENTER, HARBOR DRIVE MALL OF ASIA COMPLEX, PASAY CITY 1300, as a marketing partner to OFFER FOR SALE to interested buyers any and all unsold and available Lots, Condominium and Parking units of THE CORPORATION and its assigns, subject to the terms, conditions, covenants, limitations, restrictions and obligations herein set forth:

1. This Accreditation Agreement (the "Agreement") is non-exclusive and shall not preclude the Corporation from entertaining or entering into any discussions on any offer to purchase the Units from other marketing partners or direct buyers. Accordingly, any sale not facilitated through the efforts of the Marketing Partner shall not entitle the Marketing Partner to receive any commission. For purposes of this Agreement, a sale shall be considered made by the Marketing Partner when the buyer is registered as handled by such Marketing Partner in the appropriate Reservation Form duly accepted by the Corporation. All offers to purchase the Units shall be subject to acceptance by the Corporation, and only the Marketing Partner who first introduced the proposed buyer of the relevant Unit and whose offer was accepted by the Corporation shall be entitled to receive the commission stated in paragraph 5 hereof.
2. Marketing Partner represents and warrants to the Corporation that he has obtained, and will maintain such licenses and permits authorizing him to legally act as marketing partner for the sale and/or offer for sale to the public of the Unit and shall comply with all laws, rules and regulations in relation to his conduct and activities as marketing partner.
3. Marketing Partner shall be allowed to use THE CORPORATION's International office, provided selling and marketing activities are exclusively for the Corporation's Real Property Projects located in the Philippines. Marketing Partners are prohibited from selling any other Real Property Projects of other Philippine developers or their affiliates when inside the office. Any breach of this obligation shall be a ground for termination of this accreditation.
4. All sales policies, terms and conditions shall be prescribed by the Corporation which policies, terms and conditions the Marketing Partner hereby undertakes to abide by and implement. The Marketing Partner shall not give any discounts on the selling prices of the Units that are quoted to the buyer without the prior written approval of the Corporation. In the event a discount is given by the Marketing Partner without prior written approval of the Corporation, it is understood and agreed that the grant of the discount will be an internal arrangement between the Marketing Partner and the buyer and the amount representing the discount shall be chargeable against Marketing Partner's commission stated herein. Further, any other arrangement and/or commitment of the Marketing Partner with the buyer that, in the sole opinion of the Corporation, deviates from the Corporation's sales policies, terms and conditions shall not bind the Corporation.
5. Subject to compliance by the Marketing Partner of the terms and conditions of this Agreement, the Corporation agrees to pay the Marketing Partner, for all his / her / its personal sales, a commission equivalent to a fixed percentage of the Net Selling Price of the product as provided in the applicable memorandum.

For purposes of this Agreement:

**"Net Selling Price"** shall mean the actual selling price of a Unit, which is expressed in Philippine Pesos, to be paid by the buyer thereof to the Corporation, exclusive of value-added tax due on the sale of the Unit, without deducting therefrom selling expenses or commissions (if any), but net of any discount or amount returned or refunded to a buyer as a rebate or which effectively reduces the amount actually received by the Corporation as selling price of the product, whether in the form of fees or commissions paid by the Corporation to banks or financial or lending institutions for the purpose of obtaining buyer-financing, or otherwise; for the avoidance of doubt, the following amounts shall not be considered as part of the selling price for purposes of determining the commission payable to the Marketing Partner: (i) interest payments on selected payment schemes, if any; (ii) amounts received by the developer as forfeitures, interest, penalty or liquidated damages by reason of the breach of the buyer of the terms of the agreements entered into between the developer and the buyer; including amounts received as a result of a litigation of a claim or in settlement or compromise thereof or otherwise; (iii) registration fees, documentary stamp tax, local transfer tax, and other costs and expenses to be incurred in the registration of the transfer of title over the product in the name of the buyer; (iii) dues, charges, assessments or other amounts collected from the buyer for the use, repair, maintenance or operation of the utilities or facilities intended for the common use of the buyers in the Project, or for payment to the government or other parties; and (v) amounts received as a deposit or reservation fee from a prospective buyer until these have been applied towards the purchase price of the Unit.

Commissions shall be subject to VAT and shall be released in accordance with the applicable memorandum and provided that the Marketing Partner is in compliance of all Marketing Partner accreditation requirements and to the General Policies, attached herewith as **Annex A**. To this end, the Marketing Partner shall ensure that the buyer is not remiss in any payment of the relevant amounts to the Corporation under the applicable sale documents and shall endeavor these to be paid on or before the due date/s for payment.

For International Marketing Partners (IMP) who receive their remunerations in foreign currency, the remunerations shall be subject to the Company's foreign exchange selling rate which covers the cost related to the conversion of remunerations to foreign currency, and shall be net of remitting, correspondent and receiving bank's charges, if any, related to the remittance of such to the foreign currency bank account of the IMP.

6. All taxes accruing on the receipt by the Marketing Partner of the commission shall be for the account of the Marketing Partner. The Marketing Partner authorizes the Corporation to withhold the corresponding creditable withholding tax due on the commission and to remit the same to the Bureau of Internal Revenue or its successor agency.

(PLEASE SIGN EACH PAGE)

7. It is further agreed that no authority has been conferred upon the Marketing Partner to hire any person on behalf of the Corporation. Should the Marketing Partner designate and appoint third-party marketing partners to sell the Units, said third-party marketing partners shall not be deemed employees or agents of the Corporation. The Marketing Partner shall be solely responsible for the acts and omissions of all such third-party marketing partners and shall be solidarily liable to the Corporation for such acts and omissions. The Corporation's acquiescence thereto shall not relieve the Marketing Partner of his liability for the performance, acts or omissions of any such third-party marketing partners and their respective compliance with the terms and conditions of this Agreement, and the Corporation's sales policies, terms and conditions. Unless the Corporation has executed an Accreditation Agreement with such third-party marketing partners, any and all commissions due on any sale of Unit(s) handled by such third party marketing partners shall be credited to the Marketing Partner alone, the payment of which shall be deemed full and complete satisfaction of the Corporation's obligation to such Marketing Partner.
8. Neither the Marketing Partner and/or his third party marketing partner/s, if any, shall hold themselves out as having any authority whatsoever to bind the Corporation except as or may otherwise be provided.
9. The Marketing Partner shall indemnify and hold free and harmless, and shall cause his third party marketing partner/s, if any, to indemnify and hold free and harmless, the Corporation and its affiliates and subsidiaries, and their respective stockholders, directors, officers and employees, from any and all liability and damage, and any and all actions, suits and claims that may be brought or filed against the Corporation as a result of any misrepresentation or breach by the Marketing Partner and/or his third party marketing partner/s, if any, of any or all their warranties and/or representations, or arising from their failure to comply with the Corporation's sales policies, or any and all pertinent laws, rules and regulations, including liability for any and all government fines, penalties and surcharges that may be imposed as a result thereof, and any and all expenses that may be incurred by the Corporation in the defense of such actions, suits or claims.
10. The Marketing Partner shall keep confidential and shall cause his third party marketing partner/s, if any, to keep confidential, all information, trade secrets and processes in respect of the Corporation including, but not limited to, the amount of the commissions, and shall not disclose such information to third persons or use the same to its advantage to the detriment or prejudice of the Corporation. Further and in accordance with the Data Privacy Act, all information regarding the buyer/s must be treated with confidentiality and may only be used and processed if so warranted and required under existing laws and/or as may be necessary or related to the fulfillment of this sale and purchase.
11. The failure of the Corporation to insist upon a strict performance of any of the terms, provisions, conditions and covenants of this Agreement, or to exercise any option herein contained shall not be deemed a relinquishment or waiver of any rights or remedy that the Corporation may have, nor shall such failure be construed as a condonation of any subsequent breach or default of the terms and conditions and covenant hereof, which conditions and covenants shall continue to be in full force and effect. No waiver by the Corporation of any of its rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by the duly authorized representative of the Corporation.
12. The Marketing Partner hereby certifies and hereby represents, warrants and acknowledges that he has not paid, agreed to pay, or caused or permitted to be paid, and hereby covenants that he will not pay or cause to be paid either directly or indirectly in any form to any director, officer, employee, agent, consultant, or representative of the Corporation, or any of their shareholders, or any other person affiliated or connected with any of them, or any person purporting to act for and in their behalf, their officers, directors, employees, agents, consultants, or representatives, any commission, percentage, contingent fee payment, other benefit of any kind, or other compensation, rebate, reward, or fee, whether in cash or in any other form of remuneration, in connection with the entering into or operation or performance of this or any other agreement with the Corporation. It is also acknowledged that upon any misinterpretation or breach of this certification, representation and warranty whether occurring prior to, during, or subsequent to the execution of the Agreement, the Corporation shall have the right to immediately cancel and terminate this Agreement and impose penalty/ies equivalent to thrice the amount paid to any such person referred to above and withhold the same from amounts due under this Agreement or any other agreement with the Corporation. The foregoing shall be without prejudice to the right of the Corporation to institute civil or criminal action in connection with such breach. The foregoing certifications, representations, warrants and acknowledgements shall survive the expiration or termination of this Agreement.
13. This Accreditation Agreement shall be valid for a period of three (3) years unless otherwise terminated by the Corporation in accordance with Section 15. Pursuant hereto, Marketing Partner is required to submit updated copies of the requirements, and sign the revisions to the annexes, as maybe required by law and THE CORPORATION from time to time. Failure to comply with the foregoing shall give the Corporation the right either to withdraw the Marketing Partner's accreditation or consider the Marketing Partner to have consented to all revisions made. In such case, the new terms and conditions of the accreditation agreement shall be deemed effective and will be enforced accordingly.

To facilitate notification of revisions in the annexes and its acknowledgment, the Company shall inform the Marketing Partner of the revisions through Marketing Partner's electronic mail address on record with the Company. Marketing Partner must signify conformity to the revised annexes or opt to terminate the agreement with THE CORPORATION within five (5) days from receipt thereof, otherwise the revisions shall be deemed effective.
14. This accreditation may be withdrawn by the Corporation at any time and for any cause, provided written notice of withdrawal from the Accreditation is given by the Marketing Partner at least five (5) days prior to the effectivity of the withdrawal.
15. The Corporation shall have the right to unilaterally terminate this Contract and revoke the accreditation of the Marketing Partner at any time, without prejudice to any and all claims that it may have been entitled against the Marketing Partner, by giving prior written notice to the Marketing Partner upon the occurrence of any of the following events:
  - (a) non-compliance or breach by the Marketing Partner or its third-party marketing partners, if any, of any of the provisions set forth in this Agreement, the policies, directives, rules and regulations as the Corporation shall prescribe in relation to the distribution, marketing, promotion and sale of the Units; or

(PLEASE SIGN EACH PAGE)





- (b) violation of the Company Sellers' Code of Ethics, misrepresentation, defalcation, or malfeasance, or any other act or deed by the Marketing Partner or any of its third-party marketing partners, if any, which, in the reasonable opinion of the Corporation, may compromise the reputation of the Corporation, the Units and/or the Project, or may be inimical to the interests of the Corporation.

In case of termination, nothing herein shall operate to restrict the Corporation from seeking redress for any breach committed by the Marketing Partner or his third-party marketing partner, if any, prior to termination.

In the event of termination of the Agreement, the Marketing Partner shall be deemed to have automatically waived any commission due from or arising out of the same transaction. It is further understood and agreed that any reservations obtained by the Marketing Partner prior to the date of termination of this Agreement and accepted by the Corporation following said date shall not be deemed a tacit renewal of this Agreement.

Should your engagement be terminated for cause, such as, but not limited to the following, violation of any of the terms and conditions of this Agreement, violation of the Sellers' Code of Ethics, and any policies, rules and regulations promulgated, all pending and unreleased commissions as well as other remuneration earned by, and due you shall be forfeited in favor of the Company. The Company has the right to award your unreleased commissions to a seller who will continue to service and complete your pending accounts. This Agreement shall cease effective immediately upon the rendition of the decision of your case. The Company reserves its right to off-set from your unreleased commissions as well as other remuneration earned by and due you, any amount of damages it has or will incur as a result of your acts. Any balance after such deduction shall be given to you.

- 16. Upon termination of or withdrawal from accreditation pursuant to Sections 14 and 15 hereof, the Marketing Partner shall surrender to the Corporation all sales paraphernalia and settle all outstanding accountabilities with, and secure the appropriate clearance from, the Corporation. The Marketing Partner hereby undertakes to properly endorse to the Corporation the accounts and records of his clients, whether on active or dormant status.

Further, the Marketing Partner shall not have the right to continue using any marketing and selling material in connection with or relating to the Units, the Project, or the Corporation and the Marketing Partner shall immediately cease to carry out any activity that might cause third parties to believe he is continuing to operate as the Corporation's agent or that he is in any way connected to the Corporation and/or the Project.

- 17. The parties agree that should any clause or provision in this Agreement be declared void, invalid or ineffective for any reason whatsoever, the validity of the remaining provisions shall not be affected and shall continue to be binding.
- 18. This Agreement embodies the entire agreement of the parties on the matter as of \_\_\_\_\_, the date of the execution hereof, and supersedes all previous communications or representations, whether oral, written, between the parties. This Agreement shall not be deemed amended in a way except through a subsequent written instrument or document signed by both parties. Unless the context indicates otherwise, the use of the masculine gender herein includes the feminine and neuter gender.
- 19. This Agreement shall be governed by the laws of the Philippines. Venue for any and all suits shall be in the courts of appropriate jurisdiction of Pasay City, Metro Manila.

IN WITNESS WHEREOF, the parties have signed these presents on \_\_\_\_\_ in \_\_\_\_\_, Metro Manila, Philippines.

SM Development Corporation

\_\_\_\_\_  
Head  
Property Investment

-AND-

\_\_\_\_\_  
SAVP/AVP  
Property Investment

\_\_\_\_\_  
International Marketing Partner

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Director  
Property Investment

\_\_\_\_\_  
AVP – HR Sales

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
Pasay City ) SS.

BEFORE ME, a Notary Public for and in the above jurisdiction, this \_\_\_\_ day of \_\_\_\_\_ personally appeared the following:

NAME	TIN	Valid Government issued ID	DATE/PLACE ISSUED
SM Development Corporation			

Sales Division Head  
International Sales Director

who are personally known to me and identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and that they have the authority to sign on behalf of their respective principals.

WITNESS MY HAND AND NOTARIAL SEAL on the date and in the place above written.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20 \_\_\_\_\_.

NOTARY PUBLIC

**ANNEX “A”****Marketing Partner’s Accreditation General Policies****I. Prerequisites for Accreditation and Renewal of Accreditation**

- a. Marketing Partners who wish to be accredited by **SM Development Corporation** (the Corporation) for the purpose of marketing and selling lots, house and lot units, condominium units, and such other products (the “**Product**”) resulting from any real estate development project of THE CORPORATION, must submit to THE CORPORATION, the necessary requirements for accreditation as stated in the Marketing Partner Application Form.
- b. Notwithstanding the complete submission of the requirements, a Marketing Partner shall not be deemed authorized to market and sell real estate development projects of THE CORPORATION without the express written approval by THE CORPORATION of the application for accreditation.
- c. A Marketing Partner who has submitted the requirements to the satisfaction of THE CORPORATION and whose application for accreditation has been expressly approved by THE CORPORATION shall be accredited for three (3) years unless otherwise terminated by THE CORPORATION.
- d. Marketing Partners are required to update copies of the requirements and such other documents as may be required by law and THE CORPORATION from time to time otherwise THE CORPORATION shall withdraw their accreditation.

**II. Products Offered**

Marketing Partners shall be advised of such THE CORPORATION Products offered for sale on a first-come-first-served basis in accordance with the relevant guidelines governing the sale of the Products for each project. The accreditation of a marketing partner is not a blanket authority to sell any and all Products of the real estate development projects of THE CORPORATION. THE CORPORATION reserves the right to restrict or limit the sale or selling activities to be conducted by a marketing partner/s to selected projects of THE CORPORATION or to certain Products of which the marketing partner shall be advised from time to time.

**III. Price and Terms of Payment**

A price list and terms of payment applicable to the sale of the Products shall be released to accredited marketing partners from time to time. Prices and terms of payment are subject to change without prior notice. Accredited marketing partners should contact THE CORPORATION to be updated on the status of the Products, any changes in pricing, inventory and promotional activities, as well as any new real estate development projects and the Products therein.

**IV. Reservation and Sale of THE CORPORATION’ Products**

The sale of the Products through accredited marketing partners shall be on a first-come-first-served basis.

- a. Subject to the provisions of Section 5.a., reservation of the Products in the name of a buyer and/or registration of a buyer will not be honored unless the reservation fee/deposit is paid by the buyer. For this purpose, if payment is made in the form of a check, only a check issued by the buyer shall be honored. Marketing Partners’ or sales agents’ checks shall not be honored.

**V. Commission**

- a. The entitlement of buyers to purchase a Product shall be subject to the prior approval of THE CORPORATION. Thus, mere delivery of a buyer’s check shall not automatically entitle the marketing partner to a commission.
- b. THE CORPORATION entitles a marketing partner to a commission in an amount equal to a fixed percentage of the selling price of the Product as provided in the applicable memorandum. The selling price shall be the actual selling price of a Product on a cash basis, exclusive of value added tax which is due on the sale of the Product, without deducting there from selling expenses or commissions (if any), but net of any discount or amount returned or refunded to a customer as a rebate or which effectively reduces the amount actually received as selling price of the Product. The following amounts are not considered as part of the selling price for the purpose of determining the commission: (i) amounts received as interest, penalty or liquidated damages under the terms of the relevant agreements; (ii) amounts received as forfeitures, indemnities or damages arising out of a breach by a customer of the terms of sale, whether such amount is received as a result of a litigation of its claim or in settlement or compromise thereof or otherwise; (iii) registration fees, documentary stamp taxes, transfer fees, other costs and expenses to be incurred in the registration of the transfer of title over the Product in the name of the customer; (iv) dues, charges, assessments or other amounts collected for the use, repair, maintenance or operation of the utilities or facilities intended for the common use of the purchasers in a project to which the Product pertains, or for payment to the government or other parties; and (v) amounts received as a deposit or reservation fee from a prospective customer until these have been applied towards the purchase price of the Product.

The manner of payment of the commission shall be in accordance with applicable memorandum. The marketing partner shall not charge or collect any commission or fee from the customers for the sale of the Products.

- c. The marketing partner hereby agrees to comply with the client registration policy of THE CORPORATION for the purpose of crediting to the marketing partner all sales which have been initiated by the latter which were transacted with the need of a marketing partner. Failure by the marketing partner to comply with said client registration policy shall be a ground for non-crediting of sales and commissions at the sole discretion of THE CORPORATION.
- d. It is the responsibility and duty of the Marketing Partner to probe and ask their client if they have already spoken with an in-house agent and confirm if such in-house agent was able to register their client. This is to avoid being penalized for committing a sale not really his.
- e. Commissions shall be released to the accredited marketing partner only upon the latter’s submission of his/her updated documentary requirements specified in Section I hereof, and all the pertinent information and documents as may be required by THE CORPORATION to effect the recording and sale of a Product to the buyer in accordance with Section 6.b.

**VI. Marketing Partner’s Duties and Responsibilities**

- a. Marketing Partners should duly inform their respective prospective buyers of the terms and conditions of the sale, as contained in the relevant sales agreements for a particular real estate development project, the covering deed restrictions, or master deed for a particular project and other policies that may be relevant to the purchase of the Products in a project. In this connection, the marketing partner shall be responsible for obtaining updates and other information from THE CORPORATION as well as new developments on the projects and Products, particularly changes in available inventory and prices, if any.
- b. Marketing Partners should be responsible for providing and maintaining an organization to carry out its activities according to its prudent appreciation and at its exclusive risk. Without limiting the generality of the foregoing, the marketing partner shall undertake to THE CORPORATION to: (i) obtain and maintain the necessary permits and licenses as required by law; (ii) maintain and make available an office infrastructure and marketing partner manpower network; (iii) respond to queries, (iv) undertake any necessary effort for an intense and effective promotion for the sale of the Products; (v) initiate negotiations for the purchase by customers of the Products; (vi) assist THE CORPORATION in completing the documentation for the sale and obtaining payment therefore in accordance with the commission release as may be provided in the applicable memorandum; (vii) cause the execution by a customer of the relevant sale agreement, document or instrument, if such agreement, document or instrument is requested by a customer to be executed outside Philippine territory; and

(vii) assist in, and cause to be done for the customer, the processing of the necessary documentation requirements for the promotion and sale of the Products, including but not limited to (1) obtaining the relevant credit information on the customers; and (2) processing the notarization and consularization of all documents relevant to the promotion and sale of the Products when such documents are executed by the customers anywhere outside Philippine jurisdiction, the cost of which shall be for the account of the relevant customer. The marketing partners shall perform the marketing and sales assistance activities until the consummation of the purchase by customers of the Products.

- c. Marketing Partners must undergo training to be conducted by THE CORPORATION for the purpose of understanding and familiarizing themselves with the policies and procedures of THE CORPORATION. THE CORPORATION shall provide the marketing partner with relevant Product Information, the general terms and conditions of sale applicable for a Product, and the price list which may be updated from time to time. THE CORPORATION shall have the right to modify the general terms and conditions of sale applicable to a Product and the price list of the Products at any time. THE CORPORATION shall also require the marketing partners to undergo an orientation or training to be conducted by THE CORPORATION with respect to Product Information and provide them with the official advertising and technical materials for the performance of the agent's task.
- d. It shall be the duty and responsibility of a marketing partner to ensure that payments on the sale of the Products facilitated by said marketing partner are made to THE CORPORATION not later than on their actual due dates. The marketing partner should also ensure the timely payment of VAT, transfer tax, registration expenses, documentary stamp tax, and other fees and expenses on the sale and registration thereof, as well as association dues, interest and penalties, real property tax and other related fees and expenses, the payment for which may be advanced by THE CORPORATION at its sole option.

**VII. Marketing Partners Behavior and Prohibited Acts**

- a. Accreditation with and by THE CORPORATION is a privilege granted by THE CORPORATION which can be withdrawn at any time at the discretion of THE CORPORATION, or upon the directive of THE CORPORATION. Accredited marketing partners are therefore expected to act with utmost integrity and professionalism, always upholding the interest of THE CORPORATION above their own.
- b. The marketing partner shall scrupulously observe the specific directives and instructions which THE CORPORATION may give from time to time with respect to information on the Products and the sale, distribution and marketing thereof. The marketing partner shall use advertising and other material authorized and provided by THE CORPORATION and to train its employees, staff, agents and consultants, if any, in respect of the utilization of the information contained therein.
- c. Marketing Partners are strictly prohibited from advertising or publishing in magazines, newspaper, radio, television, or any form of media any information regarding projects or the sale of Products without the prior written approval of THE CORPORATION. All expenses for advertisement, when approved by THE CORPORATION, shall be for the sole account of the marketing partner. Should the marketing partner not seek approval for the advertisement made by him through print, TV or any form of media, the following penalties will apply:
  - i. First Offense : P25,000.00 to be deducted on his/her upcoming commission after the action.
  - ii. Second Offense : P50,000.00 to be deducted on his/her upcoming commission PLUS cancellation of his/her accreditation with THE CORPORATION.
- d. Marketing Partners are strictly prohibited from soliciting business from direct clients of THE CORPORATION. In this regard, the marketing partners shall exert reasonable effort to verify or ascertain from THE CORPORATION as to the status of his/her client.
- e. Marketing Partners shall obtain and continue to maintain, at their expense, the permits, licenses and any other administrative authorization necessary under applicable laws. THE CORPORATION shall be held free and harmless from any expenses incurred and any damages suffered, including the amounts paid as a consequence of a decision of any regulatory or judicial authority, deriving from the breach by the marketing partner.
- f. The Marketing Partners shall keep confidential and shall cause his third party marketing partner/s, if any, to keep confidential, all information, trade secrets and processes in respect of the Corporation including, but not limited to, the amount of the commissions, and shall not disclose such information to third persons or use the same to its advantage to the detriment or prejudice of the Corporation.
- g. Marketing Partners are expected to adhere to THE CORPORATION Sellers' Code of Ethics.  
The engagement of the marketing partners shall be subject to and in accordance with the laws of the Philippines.

**VIII. General Provisions**

- a. THE CORPORATION's right to cancel at any time the accreditation of a marketing partner or any other authorization granted thereto shall be exercised by giving the marketing partner prior written notice of such cancellation.
- b. Any violation of the Accreditation Agreement and the General Policies set forth herein, the Sellers' Code of Ethics, the guidelines governing the sale of Products for each project, and such other policies, rules, and regulations which may be prescribed by THE CORPORATION from time to time, and the commission of such acts or deeds as may, in the reasonable judgment of THE CORPORATION, be detrimental to the interests of THE CORPORATION, shall be a ground for the automatic cancellation of the erring marketing partners accreditation including the forfeiture of commissions in favor of THE CORPORATION, without prejudice to the right of THE CORPORATION to pursue such other remedies to which it may be entitled in law and equity.
- c. Pursuant to Section 4.a above, THE CORPORATION may, at its sole discretion, reject an offer to buy made by a buyer referred by a marketing partner without incurring any liability to the marketing partner.
- d. Each marketing partner shall hold THE CORPORATION free and harmless from any action or claim which may be brought by any person or entity against THE CORPORATION if such action or claim is due to, caused by, or arises out of, an act, misrepresentation, fault, or negligence of the marketing partner.
- e. The parties agree that should any clause or provision in this Agreement be declared void, invalid or ineffective for any reason whatsoever, the validity of the remaining provisions shall not be affected and shall continue to be binding.
- f. This Agreement embodies the entire agreement of the parties on the matter as of the date of the execution hereof, and supersedes all previous communications or representations, whether oral, written, between the parties. This Agreement shall not be deemed amended in a way except through a subsequent written instrument or document signed by both parties. Unless the context indicates otherwise, the use of the masculine gender herein includes the feminine and neuter gender.
- g. This Agreement shall be governed by the laws of the Philippines. Venue for any and all suits shall be in the courts of appropriate jurisdiction of Pasay City, Metro Manila.

**I/We hereby accept and agree to be bound by and respectfully observe the foregoing terms and conditions set forth in case I/we am/are accredited as a marketing partner of THE CORPORATION.**

Conforme:

\_\_\_\_\_  
Signature over printed name / Date

License No.

VAT No.

TIN No.

Address:

Date Issued:

Telephone Number:  Mobile Number:

Email:

Mere concurrence and execution by the marketing partner does not effect accreditation unless otherwise approved by the undersigned.

Approved by:

**SM Development Corporation**

(signature)

HEAD

PROPERTY INVESTMENT

Certification of Marketing Partner’s Accreditation

In consideration of the prospective accreditation with **THE CORPORATION**, I hereby testify/swear that \_\_\_\_\_ (Print full name of Marketing Partner) a resident of \_\_\_\_\_ (Full Address of Marketing Partner) with contact details \_\_\_\_\_ Tel no. / Cellphone no. / Email Address \_\_\_\_\_ is a person of a good moral character based on the general background check, conducted through investigation of personal and employment history. Thus, allowing/qualifying him/her to be accredited as an International Marketing Partner for THE CORPORATION. This background check will include, but is not limited to, verification of any dates, names, facts, or circumstances provided by the applicant Marketing Partner on his/her accreditation application. This further understands that no additional notice shall be required to conduct additional background checks once/if said applicant become an Accredited Marketing Partner.

(The scope of this investigative report may include, but is not limited to, the following areas: Verification of Social Security Number, current and previous residences, employment history including all personnel files, education, character references, **Credit History** and reports, criminal history records from any criminal justice agency in any or all federal, state county jurisdictions, birth records and any other public records.)

\_\_\_\_\_  
(Signature over printed name / Date)  
**Manager/Director/SAVP/AVP**  
Property Investment