



Domus  
Italia Prestige



International  
Hotel Broker

your hotel property finder in the world

## COMMISSION AGREEMENT

### BETWEEN

Domus Italia Prestige, VAT number 11385600967, Registered Office in Milan at Via Montenapoleone n. 8, registered in the commercial register of MILAN with the number MI - 2598775, represented by Mr. Bianchini Antonio, domiciled for the position in Milan at Via Montenapoleone n. 8, as CEO, (hereinafter referred to as the “**Broker**”);

### AND

Company \_\_\_\_\_, VAT NUMBER \_\_\_\_\_, registered office in \_\_\_\_\_, registered in commercial register of \_\_\_\_\_ with the number \_\_\_\_\_ represented by Mr. \_\_\_\_\_, domiciled for the position in \_\_\_\_\_, as Legal Representative, (hereinafter referred to as “**Possible Buyer**”). **WEB SITE:** \_\_\_\_\_.

## THE ABOVE PARTIES AGREE AS FOLLOWS

### A. TITOLARITY

**A.1.** With the signing of this agreement the Broker will assume the ownership and the management of the real estate transactions until the direct meeting between the possible buyer and the seller. Moreover, **the Possible Buyer will stipulate an exclusive agreement with the Broker**, that is he commits to not search and to not contact other possible intermediaries, **only for the real estate operations identified in the following ART. B.1. and only during the period of validity of this agreement.**

### B. OBJECT

**B.1.** The Parties formulate this agreement in relation to the following real estate transactions:

1. \_\_\_\_\_;

### C. OBLIGATIONS OF THE PARTIES

**C.1. The Possible Buyer** undertakes to sign and send to the Broker, as clearly indicated in the purchase procedure and following the timing dictated by the different STEPs from the operation, the following documentation:

**STEP 1: NCNDA;  
COMMISSION AGREEMENT;**

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Via Montenapoleone, 8 - 20121 Milano - Italy - +39 388 449 5870 - +39 347 790 5365 - +39 02 8295 4326 r.a.

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**TEMPORARY ASSIGNMENT LETTER;**

**STEP 2: LOI (LETTER OF INTENT);  
CIS (CLIENT INFORMATION SHEET);  
POF (PROOF OF FUNDS);  
NBO (NON-BINDING OFFER);**

**STEP 4: IRREVOCABLE PURCHASE OFFER.**

**C.2.** The eventual DD (Due-Diligences) will be performed by the Possible Buyer that will make use of the support of its trusted technicians.

**C.3.** The seller would appreciate the non-negotiability of the requested price considering that the hotel for sale is a Trophy Asset-Off Market. However, considering the current situation in the hotel industry, due to the current pandemic, the seller is willing to negotiate the requested price.

**C.4.** The Broker undertakes to conduct the operations until the possible buyer is presented to the seller.

**C.5.** Finally, the Broker undertakes to follow, with due discretion, the entire operation until the sale is completed, intervening where necessary to overcome any deadlock.

**D. COMMISSION AGREEMENT**

**D.1.** At the moment of the notarial signature of the acquisition of the assets mentioned in **ART. B.1.**, the Possible Buyer will pay by bank transfer to the Broker, as a commission, an amount equal to \_\_\_\_\_% of the final sale price, already inclusive of taxes, expenses, VAT, and tax charges.

**D.2.** The agreed commissions must be supported by "**REAL GUARANTEE PROPOSED BY THE POSSIBLE BUYER**".

The Broker, by way of example and not exhaustive, suggests:

- escrow deposits, or
- mt 760 and mt 799, or
- block the amount of commissions, or
- guarantee issued directly by the bank.

**D.3.** This amount will be paid in total and in a single payment at the time of the notarial signature of the act of sale, even in case of deferred purchase agreement.

**D.4.** The Broker reserves the right to communicate, near the payment, the details of the bank account in whose favor the payment will be made.

**E. DURATION OF THE AGREEMENT**

**E.1.** This agreement shall remain valid until the completion of the acquisition or until the acquiring or selling party definitively renounces the transaction but, **in order to avoid any circumvention and only with regard to the assets indicated in ART. B.1.**, it shall survive at its natural expiry date for a further period of 3 years.

**F. PROHIBITION OF TRANSFER**

**F.1.** No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party.

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**F.2.** Any amendment to this Agreement shall be made in writing and signed by both Parties.

**F.3.** By signing this Agreement, the Parties agree to be compensated for damages, if effectively incurred and quantifiable by corresponding invoices, in case of breach related to this Agreement, including, without limitation, negligent or intentional acts or omissions in the execution of the obligations arising from this Agreement, committed both by the Parties themselves and by their representatives and/or third parties connected to them.

#### **G- APPLICABLE LAW**

**G.1.** This Agreement is governed by Italian law. Should any dispute arise between the Parties relating to the execution and/or interpretation of this Agreement, should it not be settled amicably, the competent court shall be the Court of Milan.

#### **H - CONTRACTUAL VALIDITY**

**H.1.** The Parties agree on the validity of the signature of this document transmitted scanned remotely between the Parties by ordinary electronic mail.

#### **I - PRIVACY**

**I.1.** Pursuant to and for the purposes of Article 13 of Legislative Decree no. 196/2003 (hereinafter "Privacy Code") and Articles 14 and 15 of EU Regulation no. 2016/679 (hereinafter "GDPR"), the parties mutually consent to the processing, communication and dissemination of their personal data.

Annex:

**COPY OF AN IDENTITY DOCUMENT OF THE SIGNATORY**

Telematically signed on: \_\_\_\_\_

**BROKER SIGNATURE**

**POSSIBLE BUYER SIGNATURE**

\_\_\_\_\_

\_\_\_\_\_

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