COLLEAGUES AND REFERRALS

Terms and conditions for commission sharing

These Terms and Conditions govern the occasional collaboration between Mundo Urbano, represented by Juan Pablo Carrión Álvarez (hereinafter “MUNDO URBANO”), and external real estate agents (hereinafter “THE AGENT”) regarding commission sharing in lease or sale transactions of properties belonging to MUNDO URBANO's inventory.

I. Nature of the relationship

1. The collaboration is strictly per specific transaction and does not create an employment relationship, an ongoing commercial relationship, a partnership, an agency or exclusivity between the parties.

2. MUNDO URBANO exclusively represents the owner of the property. THE AGENT exclusively represents the interested client (tenant or buyer).

3. The collaboration does not constitute a permanent alliance; however, professional reciprocity in good faith is expected in future collaborations.

II. Requirements to collaborate

1. MUNDO URBANO reserves the right to decide which agents it shares information with, without any obligation to justify its decision.

2. We only collaborate with agents who can reasonably prove they practice as real estate agents, such as:

- AMPI certification, or
- An active profile on real estate portals, or
- Professional social media, or
- A verifiable inventory or references in the industry.

3. The percentage of commission to be shared will be communicated in advance by MUNDO URBANO and may vary by transaction. Once defined, that agreement will be honored.

III. Registration and definition of a valid client

1. For commission-sharing purposes, THE AGENT must register the client beforehand, providing at least their full name, before requesting appointments or sensitive information.

2. Client registration is general, not per specific property.

3. If the client is already registered or being actively served, this will be communicated promptly and the client will not be considered a valid client of the agent.

IV. Client protection period

A. Leasing

- Client protection lasts 60 (sixty) calendar days from registration.
- This protection remains in force as long as there is active interest, understood as: an appointment request, a request for specific additional information, or a negotiation or formal intent regarding the property.
- If 30 (thirty) consecutive calendar days pass without any expression of interest, follow-up or communication from the client or the agent, protection is lost automatically, unless it is the same transaction and the same property, in which case it may be honored at MUNDO URBANO's discretion.

B. Sales

- Client protection lasts up to 3 (three) months, under the same active-interest rules stated above.
- Likewise, if 30 (thirty) calendar days pass without activity, follow-up or negotiation, protection is deemed extinguished, unless it continues to be the same transaction and the same property.

General rule: in both cases, if once the protection period has expired or continuity of interest has been lost, the client later contacts MUNDO URBANO through other channels for a different transaction or a different property, the registration protection will not be honored.

V. Follow-up and loss of protection

1. THE AGENT is responsible for the active follow-up of their client.
2. If THE AGENT registers the client but does not request appointments, does not follow up or disappears, client protection may be lost after the protection period without further notice.
3. MUNDO URBANO is not obliged to follow up with the agent so that the agent follows up with their client.

VI. Commission and calculation

1. The commission to be shared is calculated on the actual net profit received by MUNDO URBANO, deducting, where applicable:
   - Taxes (ISR, VAT) if the owner requests an invoice. In that case, if the agent can invoice us for their agreed share, each party is responsible for their own taxes.
   - Withholdings requested by the owner (such as maintenance fees).
   - Inventory costs (in furnished rentals).
   - Intermediaries or operating expenses directly related to the transaction.
2. The agreed percentage is not renegotiated once agreed and accepted.
3. The commission is paid only once MUNDO URBANO has actually collected from the owner.
4. MUNDO URBANO does not advance commissions under any circumstances.

VII. Payment and invoicing

1. Payment is made:
   - Against an invoice, if THE AGENT can issue one, or
   - By bank transfer, deducting taxes when THE AGENT does not invoice.
2. If the owner pays the external agent directly by agreement between them, MUNDO URBANO will not be responsible for that payment.

VIII. Prohibited conduct

THE AGENT is strictly prohibited from:

1. Contacting the owner directly during and after the transaction without prior consent or authorization.

2. Negotiating prices or terms without express authorization from MUNDO URBANO.

3. Using data from the contract or sensitive owner information to:

- Market the property in the future,
- Acquire the owner as their own client,
- Offer services other than the authorized transaction.

4. Attempting to bypass the transaction by contacting the owner, the notary or the client to obtain an additional benefit.

Non-compliance may result, at MUNDO URBANO's discretion and depending on severity, in:

- Partial or total loss of the commission,
- Immediate termination of the collaboration,
- Legal action and a public warning within the industry's professional networks in case of misuse of information.

IX. Bypassing by the client

1. If the client tries to skip the agent and contact the owner or MUNDO URBANO directly, the commission will be honored to the original agent, provided the agent has acted in good faith.

2. If the client changes agents for justified reasons (poor service, lack of follow-up), MUNDO URBANO may continue serving the client without any obligation to honor a commission, after an objective evaluation.

X. Acceptance

Sending these Terms and Conditions by WhatsApp and the agent's affirmative reply (“OK”, “Agreed”, “I accept”, etc.) constitutes express, valid and binding acceptance of them.

XI. Jurisdiction

For any dispute related to these Terms and Conditions, the parties submit to the laws and competent courts of Mexico City.

The Spanish version of these Terms and Conditions prevails in case of any discrepancy.