



## Terms and Conditions

CAC CORAL LIMITED with Registration No. HE 387010 (hereinafter referred to as "the Company") promotes procedures for the sale of mortgaged properties of which it is the mortgagee through an auction process, pursuant to Part VIA of the Transfer and Mortgage of Real Estate Law of 1965 (L. 9/1965), and provides the opportunity for registered real estate agents to cooperate with the Company for the promotion of such properties, in accordance with these terms and conditions and in accordance with the Transfer and Mortgage of Real Estate Law of 1965 (L. 9/1965) and any relevant Regulations and/or Laws which must be complied with and/or whose provisions must be applied in such cases of sale of properties pursuant to Part VIA of the Transfer and Mortgage of Real Estate Law. Real Estate Law of 1965 (Law 9/1965). Cooperation with the Company for the provision of real estate services implies the unconditional acceptance of these terms. The mediation of a real estate agent in the process of selling any property of the Company in such a way that the real estate agent is entitled to any commission, is governed by the following as well as any further written terms agreed upon.

### Conditions for recognizing a natural or legal person as a real estate agent:

A registered real estate agent and/or a person entitled to any remuneration shall be considered, subject to the other conditions mentioned herein, to be a natural and/or legal person who cumulatively meets the following:

- Is duly registered in the Register of Real Estate Agents and holds a renewed license to practice the profession of Real Estate Agent or is a person established in another Member State and provides temporary and occasional services in the Republic in accordance with the provisions of article 15 of the Real Estate Agents Law (Law 71(I)/2010).
- Is a citizen of the Republic or of any other Member State and is not bankrupt or in any other legal incapacity under the legislation or a court decision and/or is a company established under the laws of the Republic or of any other Member State and has a registered office or place of business in Cyprus and is not subject to liquidation or dissolution proceedings.

- Has not been convicted of an offence involving dishonesty or moral turpitude or, in the event of conviction, has been rehabilitated in accordance with the provisions of the Rehabilitation of Convicted Persons Law.
- Has not been subject to a disciplinary penalty of temporary or permanent deprivation of the right to practice the profession of Real Estate Agent and/or has not been removed from the relevant Register of Real Estate Agents.
- Generally complies with all the provisions and/or meets all the conditions set by the Estate Agents Law of 2010 (71(I)/2010) as amended and/or replaced from time to time, as well as the Regulations issued from time to time, for the registration and legal practice of the profession of Estate Agent (hereinafter referred to as "the Real Estate Agent").

## **Further conditions and commitments on the part of the Real Estate Agent which must be met throughout the duration of the collaboration:**

The Real Estate Agent and/or the natural person representing the Real Estate Agent:

- Complies with all provisions and/or meets all conditions set by the Real Estate Agents Law of 2010 (71(I)/2010) as amended and/or replaced from time to time, as well as the Regulations issued from time to time, for the registration and legal practice of the Real Estate Agent profession.
- Will notify the Company of any development that may materially affect its ability to effectively exercise the functions assigned to it under this agreement, in accordance with its terms.
- The execution of work will be carried out in the best possible manner within the framework of the needs, objectives and requirements of the Company and the Real Estate Agent will take all appropriate measures to ensure the reputation, credibility and public image of the Company.
- The Real Estate Agent knows and applies the current regulatory and legislative framework for the prevention and suppression of money laundering and the financing of terrorism and strictly complies with his obligations arising therefrom and in particular the provisions of Law 188(I)/2007 and the decisions of the competent supervisory authorities, as well as taking the appropriate compliance measures throughout the validity of this Agreement.

- Knows and implements the measures required by applicable law to prevent and hinder the performance of transactions/services related to money laundering and terrorist financing, the prevention and suppression of fraud and bribery and the prevention of the provision of financial and other services to natural or legal persons, the person of the beneficial owner and/or countries/jurisdictions subject to international economic and trade sanctions, as applicable from time to time.
- Will provide the Company with the required confirming and legitimizing documents required by the applicable legislative and regulatory framework, as well as any changes thereto, concerning himself or the certification and verification of the identity of the persons involved (legal representatives, shareholders, beneficial owners) and will provide the Company with the required information for the formation of his Financial/Transactional Profile.

## **Real Estate Agents Register**

- Subject to these terms and conditions, the Company may maintain a Real Estate Agents Register and register the Real Estate Agent in the relevant Register.
- The Company is entitled to delete the Real Estate Agent from the Real Estate Agents Register immediately, free of charge and without justification and in this case the Real Estate Agent is obliged to cease all actions related to the promotion of the Company's properties.
- The Company is entitled, if it wishes, at any time and without justification, to withdraw its mandate to the Real Estate Agent in relation to certain properties and/or for all properties.

## **Further clarifications and terms of cooperation**

- The Real Estate Agent does not undertake the promotion of the properties exclusively and the Company may assign their promotion to other Real Estate Agents and/or promote the properties in any way it deems appropriate at its discretion.
- The Real Estate Agent is responsible for any expenses or costs that he himself deems appropriate for the promotion of the properties and it is expressly agreed that under no circumstances may he claim such expenses from the Company.

- It is understood that no term and/or condition as provided and/or to be provided and/or agreed herein and/or in any other agreement, may circumvent and/or violate the provisions of Part VIA of the Transfer and Mortgage of Real Estate Law of 1965 (L. 9/1965) and/or any Regulations and/or Laws which must be complied with and/or whose provisions must be applied in such cases of sale of real estate pursuant to Part VIA of the Transfer and Mortgage of Real Estate Law of 1965 (L. 9/1965).
- The Real Estate Agent undertakes to notify the Company in writing of the full details of each prospective buyer, exactly as they will be declared during the electronic auction process. The Company bears no responsibility and is not bound to pay any commission in the event that the interested buyer participates in the auction through a different name and/or a different natural and/or legal person. In any case, it is the sole responsibility of the Real Estate Agent to prove his mediation.

## **Estate Agent's Commission**

Subject to the terms of the Assignment Agreement, the Estate Agent will be entitled to a fee/commission only if:

- a. his mediation is established on the basis of these terms, and
- b. the conditions of Part VIA of the Transfer and Mortgage of Real Estate Law of 1965 (Law 9/1965) and/or any Regulation and/or Law applicable to such cases of disposal of real estate under Part VIA of the Transfer and Mortgage of Real Estate Law of 1965 (Law 9/1965) have been met, and
- c. the payment of the sale price and the transfer of the real estate to the natural or legal person indicated by the Estate Agent have been completed.

For each recognized and confirmed mediation based on these terms, the Real Estate Agent will receive a commission from the Company as follows:

Final Sale Price (net of any VAT)	Agent's fee
Up to €50.000	6% plus VAT
€50.001 – €500.000	5% plus VAT
€500.001 +	4% plus VAT

## Prohibitions

The Real Estate Agent declares that he/she has been informed by the Company, accepts and understands that it is expressly prohibited:

- a) to collect on behalf of the Company any fee of any kind, including brokerage fees, from the prospective buyer he/she has found, and
- b) to provide misleading information about their cooperation with the Company or to create by their actions the impression that he/she is acting as its representative, and
- c) to enter into contracts in the name and on behalf of the Company, in any capacity, and
- d) to sign any document on behalf of the Company. Any signature in violation of this provision shall not produce binding legal effects for the Company or the future buyer.

## Personal Data Protection

The Real Estate Agent will comply with their obligations arising from the applicable European and national legislative and regulatory framework on the protection of personal data, and in particular the General Data Protection Regulation (EU) 2016/679 (GDPR) and its specific implementing regulatory framework, and in particular Law 125(I)/2018 as well as the relevant decisions, opinions and instructions of the Commissioner for Personal Data Protection, as applicable and/or replaced.

The Real Estate Agent must adopt appropriate procedures to comply with the relevant provisions and fully comply with the technical and organizational measures required in accordance with the applicable regulatory and legislative framework in order to ensure a level of protection commensurate with the risks involved in the processing. The Real



Estate Agent must further ensure that personal data are protected against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access, and against any other unlawful form of processing.

For the purposes of implementing this, the Company, as Data Controller, collects, maintains and processes the Real Estate Agent's personal data, in accordance with the applicable European and national legislative and regulatory framework. The Real Estate Agent is informed by the Company in a clear and understandable manner about the processing of his/her data, the purpose of their processing, the recipients of the data as well as the rights granted to him/her by the applicable institutional framework, while at the same time he/she undertakes the obligation to inform the Company in a timely manner of any change to his/her personal data. For the collection, storage and general processing of the Real Estate Agent's personal data, the provisions of the Personal Data Protection Statement apply, which is available on the website [www.caccoral.com.cy](http://www.caccoral.com.cy).

## **Modification of Terms**

The Company reserves the right to unilaterally modify these terms at any time, by posting a notice on its website. Anyone wishing to cooperate with the Company must unconditionally accept these Terms and Conditions, as applicable from time to time.