

**Banner Placement Agreement: € 500,- Bonus Upon Successful Sale**

between

**HE immologis (haftungsbeschränkt)**

Ahornstr. 59

69469 Weinheim

Germany

Phone: +49 177 636 1394

Email & Web: info@he-immologis.de & www.he-immologis.de

– hereinafter referred to as the “Broker” –

and

**Advertising Partner (Property / Fence Owner)**

Name: \_\_\_\_\_

Address of banner location: \_\_\_\_\_

– hereinafter referred to as the “Advertising Partner” –

**§1 Subject of the Agreement**

The Advertising Partner permits the Broker, free of charge, to install an advertising banner on a fence, property, or other suitable surface at the above-mentioned location.

The banner shall be displayed permanently and continuously (24 hours per day) in a clearly visible manner.

The Advertising Partner is under no obligation to put up or remove the banner on a daily basis.

**§2 Duration of Banner Placement**

The free placement shall take place during the period:

From: \_\_\_\_\_ To: \_\_\_\_\_

An extension of the banner placement is possible by mutual agreement.  
The extension may be agreed informally, in particular by telephone or email.

### **§3 Referral Provision (Tip Arrangement)**

A referral shall be deemed to have occurred if a client expressly states, at the time of first contact with the Broker, that they became aware of the Broker through the advertising banner at the specified location.

The Broker will actively ask each client how they became aware of HE immologis.

The Advertising Partner is not obliged to actively promote the Broker, approach interested parties, or forward contact details.

### **§4 Advertising Partner Bonus**

If, as a result of such referral, a successful notarized real estate sale is concluded, the Broker shall pay the Advertising Partner a one-time bonus in the amount of **€ 500,-**.

Payment shall be made after notarization of the purchase agreement and after full receipt of the brokerage commission.

No entitlement to the bonus shall arise if:

- the client does not clearly attribute their awareness to the banner at the specified location,
- contact between the client and the Broker existed prior to the referral,
- no notarized purchase agreement is concluded,
- the brokerage commission is not received.

### **§5 Tax Treatment**

The Advertising Partner bonus is paid as a one-time remuneration for a referral.

No VAT will be shown. The payment is made as a gross amount (gross equals net).

The Advertising Partner confirms that:

- the service is not rendered within the scope of a commercial business activity,
- the bonus received may qualify as other income pursuant to Section 22 No. 3 German Income Tax Act (EStG) and must be declared and taxed independently.

## §6 No Employment or Agency Relationship

This Agreement does not establish an employment relationship, commercial agency relationship, or partnership.

The Advertising Partner acts independently and is not authorized to make legally binding declarations on behalf of the Broker.

## §7 Final Provisions

Any amendments or additions to this Agreement must be made in writing.

Should any provision of this Agreement be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a legally permissible provision that most closely reflects the economic intent of the original provision.

Place, Date:

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Advertising Partner:

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HE immologis UG:

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