HOUSE FLIPPING SPAIN

Professional turnkey Real Estate Management System

CONTRACT OF

INTEGRATED REAL ESTATE MANAGEMENT

AND EXECUTION OF WORK IN HOUSE FLIPPING

Real estate operation no _________________

Signed in _____________________ on the _____ of _____________________ of _________

Document V3.0 · 2026

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COMPREHENSIVE REAL ESTATE MANAGEMENT AND CONSTRUCTION CONTRACT FOR HOUSE FLIPPING

In the city of ______________________, on the _____ day of ______________________ of _________.

GATHERED

ON ONE SIDE — the COMPANY

Mrs.**ANA GISSELA TORRES CRUZ**, of legal age, of Spanish nationality, with Tax Identification Number (NIF)**Z1418497T**, with professional address at**Avinguda U, number 4 · 08794 Les Cabanyes, province of Barcelona, Spain**, in her capacity as a self-employed professional registered in the special scheme of self-employed workers and in the corresponding section of the Economic Activities Tax, owner of the trademark "House Flipping España", with telephone +34 604 997 922 and email address info@house-flipping.es, acting in her own name and on her own behalf.

Hereinafter referred to interchangeably as "HOUSE FLIPPING", "THE COMPANY" or "THE MANAGER".

ON THE OTHER HAND — THE CLIENT

Mr. / Mrs.**[CUSTOMER'S NAME AND SURNAME]**, of legal age, of nationality**[nationality]**, provided with**National Identity Document (DNI) / Foreigner's Identity Number (NIE) / Passport number [________________]**, residing at**[full address]**, telephone**[________________]**and email address**[________________]**, acting in his own name and right [or, where appropriate, on behalf of the commercial entity __________________________ with CIF ______________________ and registered office at ______________________ , by virtue of a power of attorney granted before the Notary of ______________________ on the _____ of ______________________ of _________ and protocol number _________].

Hereinafter referred to as "THE CLIENT" or "THE INVESTOR".

Both parties, hereinafter and jointly referred to as "THE PARTIES", mutually acknowledge the necessary legal capacity to enter into this Comprehensive Real Estate Management and Construction Contract in House Flipping (hereinafter, "the Contract"), and for this purpose:

EXPLAIN

I. HOUSE FLIPPING professionally develops the comprehensive management of real estate operations under the modality called "house flipping", understood as the acquisition of properties at a price below the market price, their rehabilitation or comprehensive renovation with the objective of increasing their appraised value, and their subsequent marketing through sale or lease, with the purpose of obtaining a capital gain or a sustainable income for the investor.

II. HOUSE FLIPPING has the necessary technical, commercial and operational infrastructure to carry out such operations, including, among other resources: (i) a proprietary real-time real estate opportunity detection system (called "Radar") that monitors the main Spanish portals every 3 seconds; (ii) a professional network of more than 200 collaborating contacts (real estate agents, probate lawyers, notaries and bank servicers); (iii) a technical project management team for the coordination of renovation works; (iv) operational, tax and market knowledge of the main 50 Spanish capitals.

III. That THE CLIENT expresses his interest in carrying out a house flipping operation in Spanish territory, entrusting HOUSE FLIPPING with the comprehensive management of the process, from the identification of the property to its final marketing, in accordance with the scope described in Clause Two of this Contract.

IV. That THE PARTIES have reached an agreement on the technical, economic, temporal and liability conditions under which said commission will be carried out, and now wish to reflect it in a detailed and binding manner in a contractual instrument.

V.Therefore, the PARTIES freely and voluntarily enter into this Contract, expressly submitting to the following:

CLAUSES

FIRST. OBJECT OF THE CONTRACT

1.1. The purpose of this Contract is to regulate the provision by HOUSE FLIPPING to the CLIENT of professional services for comprehensive real estate management and construction work for a house flipping operation (hereinafter, "the Operation"), which comprises the three consecutive and interrelated phases developed in Clause Two: Sourcing Phase, Technical Phase and Commercial Phase.

1.2. The Transaction will refer to a single property located in Spanish territory, without geographical restrictions, which will be identified during the Sourcing Phase in accordance with the technical, economic and investment criteria agreed between THE PARTIES in the initial Investment Plan.

1.3. THE CLIENT states and acknowledges that HOUSE FLIPPING acts in the capacity of**professional manager and agent**and not as owner, buyer, seller, builder, main contractor, or agent of the property. Legal ownership of the property will remain with the CLIENT at all times, who will directly assume all costs related to the Transaction other than the professional fees agreed with HOUSE FLIPPING in Clause Three of this Contract.

1.4. The following operations are expressly excluded from the scope of this Contract: (i) direct capital investment by HOUSE FLIPPING; (ii) the provision of financial, tax or legal services reserved for regulated professions; (iii) pure real estate mediation without a technical renovation management component; (iv) any other services not expressly included in Clause Two.

SECOND. SCOPE OF SERVICES

2.1. The contracted professional services are structured in three consecutive and interrelated phases, as detailed below:

2.1.1. Sourcing Phase — search and acquisition of the property

(a) Initial meeting and development of a personalized Investment Plan, including definition of location, available budget, target timeframe and CLIENT risk profile.

(b) Search and prospecting of properties using the Radar system and the professional network of contacts of HOUSE FLIPPING.

(c) Analysis of the potential for revaluation of the candidate property (Business Plan) and detailed financial projection of the Operation (Financial Plan).

(d) Preliminary review of the legal documentation of the candidate property: simple registry note, charges, liens, certificate of occupancy, energy certificate, ITE if applicable, status of the community of owners.

(e) Negotiation of the purchase price with the seller or their representative, on behalf of the CLIENT.

(f) Accompanying the CLIENT during the notarial process of deed registration, the CLIENT must appear and sign personally or by means of a power of attorney granted for this purpose.

2.1.2. Technical Phase — project and execution of the reform

(a) Specifications and technical proposal for renovation.

(b) Management of the municipal building permit and, where legally required, technical management contracted independently by the CLIENT.

(c) Selection and proposal of tradespeople for the material execution of the renovation, whether they are members of the HOUSE FLIPPING professional network or those provided by the CLIENT.

(d) Project management during execution: validation of budgets prior to award, progress control, validation of monthly certifications, technical acceptance of the work and preparation of the acceptance certificate.

(e) Professional photographic report of the renovated property and basic home staging.

2.1.3. Commercial Phase — market research and marketing

(a) Preparation of the Market Study Report according to the model included in Annex II of this Contract.

(b) Consensual determination of the Target Sale or Rent Price (hereinafter, "ARV", from the English After Repair Value) in accordance with Clause Nine.

(c) Marketing strategy and execution: publication on the main real estate portals, HOUSE FLIPPING's own networks, professional channels in the sector.

(d) Handling in-person and virtual visits and negotiating with potential buyers or tenants.

(e) Accompanying the CLIENT in the signing of the earnest money contract, deed of sale or lease agreement, as appropriate.

2.2. The following are expressly excluded from the scope of the contracted professional services:

(a) The direct legal formalization of the purchase and sale contract, which will be signed personally by the CLIENT.

(b) The disbursement of the purchase price of the property and the costs of the Operation (taxes associated with the sale, notary, registration, management, financing costs, materials and labor of the industrial workers).

(c) The assumption of any tax obligation of the CLIENT derived from the ownership or transfer of the property (ITP, IRPF, VAT, municipal capital gains tax, proportional IBI).

(d) The project management team, when legally required to involve a different registered professional, will be contracted directly by the CLIENT under a separate budget.

(e) The CLIENT's legal, tax or financial advice, which must be obtained by the CLIENT from independent, licensed professionals.

THIRD. FEES

3.1. The economic consideration that the CLIENT will pay to HOUSE FLIPPING for the professional services described in Clause Two consists of two distinct concepts:

3.1.1. Fixed Management Fee: €4,990 (four thousand nine hundred and ninety euros)plus the legally applicable Value Added Tax (VAT). This fee covers the comprehensive orchestration of the project and is payable regardless of the final amount of the PEM, the purchase price of the property, or the final sale or rental price.

3.1.2. Reform Fees: 10% (ten percent) on the Material Execution Budget(hereinafter, "PEM") of the reform, with a**guaranteed minimum threshold of €2,490 (two thousand four hundred and ninety euros)**plus applicable VAT. These fees cover technical coordination, construction supervision, and quality control, and are payable whether HOUSE FLIPPING's professional network of contractors is used or the CLIENT provides their own suppliers, given the professional nature of the project management service provided in both cases.

3.2. The Renovation Fees will be calculated exclusively based on the finalized Project Estimate (PEM) approved in writing by the CLIENT prior to the awarding of the contract. Any subsequent modification to the PEM will result in a proportional recalculation of the Renovation Fees, provided that such modification arises from the circumstances contemplated in Clause Seven.

3.3. The application of the super-reduced VAT rate of 10%, instead of the standard rate of 21%, to Renovation Fees may be permitted when the transaction meets the legal requirements to be classified as a renovation for the purposes of Article 91.One.2.10 of Law 37/1992, on VAT, namely, primarily: (i) that the property is more than two years old; (ii) that the renovation exceeds 25% of the acquisition value or the market value of the property prior to the work; (iii) that the intended use is residential. The final tax classification will be determined by the CLIENT, who must provide the supporting documentation where applicable.

3.4. The amounts included in this Clause are understood to be net of any tax, withholding or levy that, in accordance with current legislation, may be applicable and which will be assumed entirely by the CLIENT.

3.5. The specific financial figures, detailed payment schedule and bank details are set out in Annex I of this Contract, which forms an inseparable part thereof.

FOURTH. PAYMENT SCHEDULE AND BANK DETAILS

4.1. The Fixed Management Fee will be paid by the CLIENT in two equal installments of 50%, according to the following details:

4.1.1. First Payment — €2,495 + VAT, due at the start of the Operation, on the date of signature of this Contract. The effective payment of the First Payment constitutes a suspensive condition for the effective start of the Sourcing Phase work by HOUSE FLIPPING.

4.1.2. Second Payment — €2,495 + VAT, required at the start of the Commercial Phase, once the Market Study Report has been issued in accordance with Annex II and the ARV has been agreed in accordance with Clause Nine.

4.2. The Renovation Fees (10% of the PEM, with a minimum of €2,490 + VAT) will be paid according to the schedule agreed on a case-by-case basis between THE PARTIES, depending on the payment terms agreed with the selected contractors, and must in any case be fully paid before the start of the Commercial Phase.

4.3. Early activation of the Second Fixed Rate Payment may occur in the cases provided for in Clause Eighteen (Resolution and special cases).

4.4. All payments arising from this Contract shall be made by bank transfer to the account held by HOUSE FLIPPING listed below:

Titular: Ana Gissela Torres Cruz

Banking institution:THIS (INGDESMMXXX)

IBAN: ES82 1465 0100 9917 7053 0141

4.5. Any changes to bank details will be communicated by HOUSE FLIPPING to the CLIENT in writing and by verifiable means, fifteen (15) calendar days in advance. Any transfer made to an account not formally communicated in writing by HOUSE FLIPPING to the CLIENT will be considered null and void.

4.6. Failure to make any of the required payments by more than fifteen (15) calendar days will entitle HOUSE FLIPPING to suspend the provision of the contracted services, without prejudice to any other legal actions that may apply, including the accrual of late payment interest at the legal rate of money.

FIFTH. DURATION OF THE CONTRACT

5.1. This Contract will have a maximum duration of twenty-four (24) months from its date of signature, and will be understood to refer to a single real estate transaction.

5.2. Without prejudice to the above maximum duration, the Contract will be automatically extended from month to month if the Commercial Phase has not concluded within the deadline, up to an additional maximum of six (6) months, unless either PARTY expressly notifies the other in writing fifteen (15) calendar days in advance.

5.3. The management of additional operations by the same CLIENT will require the formalization of a new Contract with its own specific economic, technical and temporal conditions.

SIXTH. SEARCH PERIOD AND PARTIAL REFUND OF THE FIRST PAYMENT

6.1. HOUSE FLIPPING will have a maximum period of**eight (8) months**, counted from the signing of this Contract, to identify and propose to the CLIENT a property that meets the criteria agreed in the Investment Plan.

6.2. If, after this period, a suitable property has not been identified for reasons not attributable to the CLIENT, the CLIENT may freely choose between the following alternatives:

(a) Terminate the Contract and request the return of the First Payment made, net of the expenses actually incurred and duly accredited by HOUSE FLIPPING during the Sourcing Phase (visits, travel, documentary due diligence, preparatory notary expenses, preliminary technical reports), with a maximum retention limit of 50% of the First Payment made.

(b) Extend the search period for an additional three (3) months, at no additional cost to the CLIENT.

6.3. In order for the partial refund to proceed in accordance with section 6.2.(a), HOUSE FLIPPING must present to the CLIENT, within fifteen (15) calendar days from the request, a detailed breakdown of the expenses to be withheld, accompanied by the corresponding documentary evidence (invoices, tickets, per diem).

6.4. If the failure to meet the search deadline is due to causes attributable to the CLIENT (repeated and unjustified rejection of proposals reasonably aligned with the Investment Plan, failure to contribute funds on time, absence of response for more than thirty (30) calendar days to formal communications), HOUSE FLIPPING will have the right to retain the First Payment in full as compensation for the services actually provided, without prejudice to the provisions of Clause Eighteen.

SEVENTH. CONSTRUCTION PERIOD AND TURNKEY MODALITY AT A FIXED PRICE

7.1. The maximum period for the complete completion and technical acceptance of the renovation will be**six (6) calendar months**counted from the signing of the deed of sale of the property, except for cases of force majeure regulated in Clause Twenty-second.

7.2. When using the industrial contractors of the HOUSE FLIPPING professional network, the renovation will be carried out under the construction modality.**"Turnkey" at a fixed price**The PEM approved by the CLIENT prior to the start of the work will be unchangeable for the industrial workers, and any deviations due to increases in material prices, measurement errors, calculation errors in measurements or original offer, will be assumed entirely by the corresponding industrial workers.

7.3. Notwithstanding the foregoing, the following circumstances may give rise to a modification of the PEM, all of which must be previously communicated in writing to the CLIENT, budgeted separately and expressly approved by the CLIENT before their execution:

- **(a)** Project modifications requested or approved by the CLIENT.
- **(b) Hidden structural defects not detectable in a reasonable technical visit prior to the awarding of the work.**By way of example and not limitation: severe dampness or invisible leaks, structural problems in load-bearing walls, obsolete electrical installations not visible under coverings, defects in the sanitation network, presence of asbestos or other materials not permitted by current regulations, termite or wood-boring insect infestations, problems in roofs or floors detectable only when opening false ceilings.
- **(c)** Technical unforeseen events arising from causes beyond the professional expertise of the selected industrialist and not detectable through a reasonable prior visit.
- **(d)** Regulatory changes occurring during the execution of the work that require technical adjustments not initially foreseen.

7.4. In all cases referred to in section 7.3 above (hidden defects, unforeseen technical issues, regulatory changes), the additional cost will be borne**entirely by the CLIENT**in accordance with a separate budget approved by him, without this implying any liability for HOUSE FLIPPING or the awarded contractors with respect to the original fixed price. THE CLIENT expressly acknowledges that the risks arising from circumstances beyond the professional diligence of the contractor are inherent to the real estate renovation activity and, as such, are risks of the property owner.

7.5. When the CLIENT provides its own industrial workers, the technical and economic conditions will be those that the CLIENT has agreed directly with said suppliers, with HOUSE FLIPPING maintaining its role as project manager (validation of budgets prior to award, progress control, validation of certifications, final technical reception) without assuming in any case responsibility for the quality, deadline, material execution or compliance of the material service by such industrial workers.

EIGHTH. RELATIONSHIP WITH INDUSTRIALISTS AND BILLING SYSTEM

8.1. The CLIENT assumes direct contractual and financial responsibility for the tradespeople carrying out the renovation, whether they are affiliated with or part of the HOUSE FLIPPING professional network. Consequently:

(a) Construction estimates will be issued in the name of the CLIENT.

(b) The corresponding invoices will be issued by the manufacturers directly to the CLIENT.

(c) The CLIENT will make the payment directly to the manufacturers according to the schedule agreed upon with them.

(d) The legal and contractual guarantees on the work performed will be provided by the manufacturers directly to the CLIENT.

8.2. HOUSE FLIPPING will not in any case act as an economic intermediary for payments to manufacturers, nor as a debtor to them, nor as jointly or severally liable for the contractual obligations assumed by the CLIENT to them.

8.3. The final choice of the industrial supplier will ultimately be made by the CLIENT, based on the proposals submitted by HOUSE FLIPPING in the case of suppliers from its own network.

NINTH. COMMERCIAL PROTECTION CLAUSE — MARKET STUDY AND SETTING OF THE ARV

9.1. Prior to the start of the Commercial Phase and the activation of the Second Fixed Rate Payment, HOUSE FLIPPING will provide the CLIENT with a Market Research Report in accordance with the template included in Annex II of this Agreement. This report will contain, at a minimum:

(a) Analysis of updated comparables from the main real estate portals (Idealista, Fotocasa, Habitaclia, Indomio) from the immediately preceding month.

(b) Cross-assessment with data from the Tinsa Price Index for the current quarter.

(c) Historical price data for the neighborhood and/or area during the last twelve (12) months.

(d) Analysis of the commercial behavior (average time of sale, adjustment ratio on starting price) of the five (5) to ten (10) most recently sold properties in the same area and with a similar typology.

(e) Reasoned proposal of the Target Selling or Renting Price (ARV) with minimum and maximum range.

9.2. The CLIENT may, if he or she so decides,**provide an independent professional appraisal at your own expense.**The valuation, carried out by an appraisal company approved by the Bank of Spain, will be included in the project file as a third reference point. This independent valuation will not replace the HOUSE FLIPPING Market Study Report but will be integrated into the ARV consensus process.

9.3. Based on the Market Research Report and, where applicable, the independent valuation provided by the CLIENT, THE PARTIES**They will agree in writing on the ARV (Agreement on the Sale of the Property to the Market) for the property to be put on the market.**The agreed ARV will be binding on THE PARTIES.

9.4. In the event that the CLIENT intends to unilaterally set a starting price higher than the agreed ARV, they may do so**solely and exclusively through express written waiver**that: (i) acknowledges its unilateral decision; (ii) fully assumes the risk of the property's commercial stagnation; (iii) releases HOUSE FLIPPING from all liability arising from such decision, including the risk of non-sale within a reasonable time. In such case, the Second Fixed Fee Payment will still be due.

9.5. The CLIENT's unjustified refusal to agree to the ARV, after fifteen (15) calendar days from the formal delivery of the Market Study Report, will entitle HOUSE FLIPPING to consider the proposed ARV as tacitly accepted and proceed to the start of the Commercial Phase, with the Second Payment becoming due.

TENTH. NON-EXCLUSIVE MARKETING

10.1. The marketing of the property by HOUSE FLIPPING will be carried out**without exclusivity agreement**The CLIENT may freely, throughout the duration of the Contract, entrust the additional marketing of the property to other real estate agencies, intermediaries or professionals in the sector, as well as carry out commercial management on their own behalf.

10.2. The sale or lease of the property through a channel other than HOUSE FLIPPING will not affect in any way the enforceability or the amount of the fees agreed in this Contract, which will accrue in full in accordance with the provisions of Clauses Three and Four.

10.3. Any fees that the CLIENT agrees with third-party real estate agencies for the additional marketing of the property will be fully assumed by the CLIENT, without affecting the fees of HOUSE FLIPPING.

ELEVENTH. CUSTOMER OBLIGATIONS

THE CLIENT agrees to:

(a) Provide the personal, financial and asset information necessary for the preparation of the Investment Plan, guaranteeing its truthfulness and validity.

(b) Have sufficient funds for the acquisition of the property, the associated costs (taxes, notary, registration, management) and the renovation, in accordance with the agreed Financial Plan, providing documentary justification of its availability when reasonably required.

(c) Respond to proposals, budgets, communications and inquiries from HOUSE FLIPPING within a reasonable time, not exceeding ten (10) business days, unless there is adequate justification.

(d) Pay the agreed fees on time according to the Payment Schedule in Annex I.

(e) To personally sign the deed of sale of the property and the construction budgets that he approves, or, if applicable, to grant specific power of attorney for this purpose.

(f) Respect the agreements on ARVs agreed in accordance with Clause Nine.

(g) Comply with your own tax obligations arising from the Operation (ITP, IRPF, municipal capital gains tax, VAT when applicable and other applicable taxes).

(h) Maintain mutual confidentiality in accordance with Clause Fifteen.

TWELFTH. COMPANY OBLIGATIONS

HOUSE FLIPPING is obligated to:

(a) To provide professional services with due diligence, in accordance with the quality standards of the real estate and construction management sector.

(b) Provide the CLIENT with clear, truthful and timely information on the development of each Phase, communicating with them in a reasonable timeframe the relevant milestones and decisions that require their input.

(c) Maintain in force, during the execution of each Operation, a professional Civil Liability Insurance policy contracted for this purpose, in accordance with Clause Thirteen.

(d) To ensure the technical coordination, supervision of work and quality control of the renovation, without prejudice to the assumption of material responsibility by the industrialists.

(e) Respect mutual confidentiality in accordance with Clause Fifteen.

(f) Comply with the applicable regulations regarding the protection of personal data, in accordance with Annex IV of this Contract.

THIRTEENTH. PROFESSIONAL LIABILITY INSURANCE

13.1. HOUSE FLIPPING will have, throughout the execution of this Contract, a professional Civil Liability Insurance contracted specifically at the beginning of each Operation with an approved and valid insurance entity.

13.2. The corresponding policy will cover any property damage that may arise from the professional actions of HOUSE FLIPPING in its role as project manager.

13.3. The cost of the insurance premium associated with the specific Transaction will be charged to the CLIENT as an additional expense, duly justified by a certificate issued by the insurance company, separate from the professional fees agreed upon in Clause Three. The specific amount will be included in Annex I.

13.4. The policy does not extend its coverage to the material activity of the industrial workers who carry out the work, who must have their own civil liability insurance and, where applicable, ten-year guarantee provided for in Law 38/1999, of November 5, on Building Regulations (hereinafter, "LOE").

FOURTEENTH. LIABILITY FOR DEFECTS AND FAULTS IN THE WORK

14.1. Liability for defects or flaws in the material execution of the renovation, as well as for hidden defects discovered after the delivery of the property,**It will correspond entirely to the industrialist or industrialists who have materially executed the work**, including the ten-year, three-year and annual legal periods provided for in Articles 17 et seq. of the LOE, as well as the legal guarantees of the Civil Code on hidden defects.

14.2. HOUSE FLIPPING acts exclusively as project manager and project coordinator, and**assumes no responsibility whatsoever**due to the quality, durability, workmanship, or hidden defects of the renovation. Any claims from the CLIENT or the final purchaser of the property relating to such defects must be addressed directly to the responsible contractor.

14.3. THE CLIENT acknowledges and accepts that the manufacturers will maintain the direct contractual and economic relationship with him (budget, invoice, collection and guarantee), and are therefore the only ones responsible to the CLIENT for the material provision and the corresponding legal and contractual guarantees.

14.4. Consequently, the CLIENT expressly releases HOUSE FLIPPING from any claim arising from the actual execution of the work, undertaking to channel such claims directly to the corresponding contractor or construction company, based on the legal and contractual guarantees established with said contractor. In the event that HOUSE FLIPPING is sued or required to pay by third parties (including the CLIENT) for material causes attributable to the contractor, the CLIENT agrees to appear in the proceedings, indemnify HOUSE FLIPPING, and exercise the corresponding rights of recourse against the contractor.

FIFTEENTH. MUTUAL CONFIDENTIALITY AND AUTHORIZATION FOR PUBLICATION

15.1. The Parties mutually agree to treat as Confidential Information any data, document, communication, strategy, budget, identity of suppliers, identity of investors, economic data, asset data or any others exchanged within the framework of this Agreement.

15.2. The confidentiality obligation will remain in effect for the entire term of the Contract and for an additional period of three (3) years after its termination, for any reason.

15.3. Information shall not be considered Confidential if: (i) it is or becomes public knowledge through no fault of the receiving Party; (ii) it was already lawfully in the possession of the receiving Party; (iii) it is lawfully obtained from a third party not bound by confidentiality; (iv) it is independently developed by the receiving Party without reference to the confidential information; (v) it must be disclosed by legal obligation or by request of a judicial or administrative authority, in which case the requested Party shall notify the other as far in advance as possible and limit disclosure to the minimum legally required.

15.4. Without prejudice to the reciprocal confidentiality established in the preceding sections, THE CLIENT may**expressly authorize HOUSE FLIPPING, by means of separate written consent**The publication of the real estate project as an online feature (on the website house-flipping.es, its own social media channels, or industry publications). The authorization may refer to:

(i) Technical and commercial description of the project.

(ii) Images "before" and "after" the renovation.

(iii) Relevant economic figures (purchase amount, PEM, ARV, term, ROI obtained), provided that the publication of such figures is done without personally identifying the CLIENT.

(iv) Client identification data will only be disclosed when expressly authorized by the client. Otherwise, the publication will maintain the anonymity of the client's personal identity, referring to them, where applicable, as "the investor" or an equivalent expression.

15.5. The CLIENT may revoke the publication authorization at any time by sending written notice to HOUSE FLIPPING. Such revocation will obligate HOUSE FLIPPING to remove the published content within a reasonable period not exceeding fifteen (15) calendar days from receipt of the request, without prejudice to publications that have already been disseminated by third parties, over which HOUSE FLIPPING will have no recourse.

15.6. Failure to comply with the confidentiality obligation will entitle the injured party to claim for damages actually caused, duly proven.

SIXTEENTH. PROTECTION OF PERSONAL DATA

16.1. The processing of personal data exchanged between THE PARTIES within the framework of this Contract shall be governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter, "GDPR"), by Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights ("LOPDGDD"), and by other applicable national and European legislation.

16.2. The detailed treatment regime, purposes, legal bases, retention periods, transfers to third parties, international transfers, rights of interested parties and other aspects required by current legislation are included in Annex IV of this Contract, which forms an inseparable part thereof and must be signed simultaneously by THE PARTIES.

SEVENTEENTH. INTELLECTUAL AND INDUSTRIAL PROPERTY

17.1. The distinctive signs, registered trademarks, logos, methodological materials, operating manuals, and technological tools (including the Radar real estate monitoring system) owned by HOUSE FLIPPING shall remain its exclusive property. The CLIENT does not acquire any rights to them by merely signing this Agreement.

17.2. The specific deliverables generated for the Operation (Investment Plan, Business Plan, Financial Plan, Market Study Report of Annex II, photographic report of the property) will be delivered to the CLIENT in digital format with a non-exclusive, limited and non-transferable license for use for the purposes of the contracted Operation.

17.3. The professional photographs of the renovated property taken by HOUSE FLIPPING may be used by THE PARTIES in their respective commercial communications, unless the CLIENT expressly states otherwise in writing at the time of delivery.

EIGHTEENTH. EARLY TERMINATION OF THE CONTRACT

18.1. Without prejudice to the duration agreed in Clause Five, this Contract may be terminated early in the following cases:

(a) By mutual written agreement of THE PARTIES, at any time.

(b) For serious breach by either PARTY of the essential obligations of the Contract, after written notice to the breaching Party and a period of remedy of fifteen (15) calendar days, unless the breach is by its nature irremediable.

(c) Due to supervening impossibility of compliance due to force majeure that lasts for more than three (3) months, in accordance with Clause Twenty-Second.

(d) For the specific reasons established in Clause Six (expiration of the search period without success and without agreed extension).

(e) Due to unilateral withdrawal by the CLIENT without cause attributable to HOUSE FLIPPING.

(f) Due to the blocking of the project's progress caused by the CLIENT in accordance with section 18.3.

(g) Due to insolvency, bankruptcy declaration, seizure or liquidation of either PARTY.

18.2. In the event of termination by unilateral withdrawal of the CLIENT without cause attributable to HOUSE FLIPPING (section 18.1.(e)), HOUSE FLIPPING**will retain the first payment made**as compensation for the services actually provided during the Sourcing and/or Technical Phase, without the CLIENT being able to claim a full or partial refund.

18.3. The project's progress will be considered blocked by the CLIENT in the following cases:

(a) Lack of response from the CLIENT to formal communications from HOUSE FLIPPING for a period exceeding thirty (30) calendar days.

(b) Failure to provide the necessary funds for the purchase or renovation of the property within the reasonable timeframe indicated in the Financial Plan.

(c) Unjustified and repeated refusal to approve reasonable proposals aligned with the agreed Investment Plan.

In such cases, HOUSE FLIPPING will notify the CLIENT of the block and grant a period of fifteen (15) calendar days to rectify it. After this period has elapsed without rectification, HOUSE FLIPPING may choose between:

(i) Terminate the Contract and claim the full agreed fees as if the Operation had concluded, as compensation for damages arising from the blockage.

(ii) Maintain the Contract and demand in advance the Second Payment of 50% of the Fixed Rate.

18.4. The resolution will be notified in writing and will take effect upon receipt of the corresponding notification, without prejudice to any legal actions that may correspond to either of the PARTIES.

NINETEENTH. ASSIGNMENT OF THE CONTRACT

19.1. The CLIENT may assign their contractual position to a third party (including direct relatives in the direct or collateral line up to the second degree, their own asset companies, their own investment vehicles or spouse) with prior express written authorization from HOUSE FLIPPING, which authorization may not be denied except for reasonable cause.

19.2. The transfer authorization will be resolved by HOUSE FLIPPING within ten (10) business days from receipt of the request, the transferor must provide the complete identification data of the transferee and, where applicable, reasonable justification of its solvency to assume the outstanding obligations.

19.3. The assignment will not release the original assignor from outstanding obligations at the time of the assignment, unless HOUSE FLIPPING expressly states otherwise in writing when authorizing the assignment.

19.4. HOUSE FLIPPING may not transfer its contractual position to a third party without the express consent of the CLIENT, except in the following cases: (i) patrimonial succession; (ii) corporate reorganization that maintains the effective ownership of the business in the person of Ms. Ana Gissela Torres Cruz or in a commercial company whose majority ownership corresponds to the same.

TWENTIETH. MANDATORY MEDIATION PRIOR TO LITIGATION

20.1. Any controversy, disagreement or claim arising from this Contract, its interpretation, execution or termination, must be submitted in a manner**prior and mandatory to a professional mediation process**, in accordance with the provisions of Law 5/2012, of July 6, on mediation in civil and commercial matters.

20.2. The mediation will take place before an accredited mediator from the Barcelona Chamber of Commerce or, failing that, from any recognized mediation institution that THE PARTIES agree upon.

20.3. The maximum duration of the mediation process shall be sixty (60) calendar days, counted from the date of the initial minutes of the information session. If no agreement is reached within this period, the Parties shall be released from the obligation of prior mediation and may resort to legal action in accordance with Clause Twenty-Third.

20.4. The costs of the mediator and the procedure will be borne equally by THE PARTIES, without prejudice to what may be agreed within the procedure itself.

TWENTY-FIRST. NOTIFICATIONS

21.1. All communications or notifications arising from this Agreement shall be in writing and shall be deemed validly made when sent to the addresses (postal and email) indicated below, or to those that THE PARTIES formally communicate in their place:

COMPANY — HOUSE FLIPPING

Titular: **Ana Gissela Torres Cruz**

Home: **Avenida U, number 4 · 08794 Les Cabanyes (Barcelona)**

Telephone:**+34 604 997 922**

Email: **info@house-flipping.es**

CUSTOMER

Name: **[Customer's Full Name]**

Home: **[Customer's full address]**

Telephone:**[CUSTOMER'S PHONE NUMBER]**

Email: **[Customer Email]**

21.2. Communications sent by email with confirmation of receipt, as well as by courier services with acknowledgment of receipt or by certified mail with acknowledgment of receipt, will be fully valid.

21.3. Changes to notification addresses must be communicated in writing to the other Party at least five (5) calendar days in advance of their effectiveness.

TWENTY-SECOND. FORCE MAJEURE AND FORTUITOUS EVENT

22.1. Neither PARTY shall be liable for failure to perform obligations caused by a force majeure event or fortuitous event, understood as such events that are unforeseeable or, even if foreseeable, unavoidable, and beyond the reasonable control of the affected Party.

22.2. By way of example and not limitation, the following shall be considered cases of force majeure:

(a) Natural disasters (earthquakes, floods, fires, extreme weather events).

(b) Armed conflicts, acts of terrorism, or serious civil unrest.

(c) Pandemics or health emergencies declared by a competent authority.

(d) General or sectoral strikes that affect the development of the project.

(e) Restrictive administrative decisions: license suspensions, urban planning moratoriums, declarations of stressed zones that impact the operation, substantial regulatory changes occurring during the execution of the Contract.

(f) Documented shortage of materials due to market reasons or disruptions in supply chains resulting from geopolitical causes.

22.3. The Party affected by a force majeure event shall notify the other Party within a maximum period of five (5) calendar days from its occurrence, together with a reasoned estimate of its estimated duration and its effects on the performance of the Contract.

22.4. During the duration of the force majeure event, the affected obligations**They will be suspended without penalty for either party.**Contractual deadlines will be suspended during the suspension period and will resume for the remaining time once the cause has ceased.

22.5. If the force majeure event continues for more than three (3) months, either PARTY may terminate the Contract in accordance with Clause Eighteen 18.1.(c), in which case the amicable settlement of the services actually provided up to that time will take place.

TWENTY-THIRD. APPLICABLE LAW AND JURISDICTION

23.1. This Contract shall be governed by and construed in accordance with Spanish law.

23.2. For the resolution of any controversy that may arise from its interpretation, execution or fulfillment, once the prior mediation process of Clause Twenty has been exhausted, THE PARTIES, expressly waiving any other jurisdiction that may correspond to them, submit to the jurisdiction of the**Courts and Tribunals of the city of Barcelona**.

TWENTY-FOURTH. SIGNATURE AND FORM

24.1. This Contract is signed by THE PARTIES in handwritten format on physical media or, alternatively, by means of a handwritten signed and digitized PDF file, mutually recognizing full legal validity to both modalities.

24.2. Furthermore, THE PARTIES recognize the full legal validity of the advanced or qualified electronic signature under the terms of Law 6/2020, of November 11, regulating certain aspects of electronic trust services, as well as Regulation (EU) 910/2014 of the European Parliament and of the Council (eIDAS).

24.3. The Contract shall be signed in two (2) equally valid copies, one in the possession of each Party. When the signature is made in digital format, both Parties shall receive an identical copy of the signed Contract.

TWENTY-FIFTH. FINAL PROVISIONS

25.1. Integrity. This Contract, together with its Annexes I, II and IV, constitutes the entire and exclusive agreement between THE PARTIES with respect to the contracted object, and supersedes any other prior agreements, communications, proposals or offers, whether oral or written, concerning the same object.

25.2. Modifications. Any modification of the Contract will require the express written agreement of THE PARTIES, materialized through an addendum signed by both.

25.3. Independence of clauses. The eventual nullity, invalidity or ineffectiveness of any clause of the Contract shall not affect the validity of the rest, and THE PARTIES shall replace the affected clause with another that respects the original intent to the fullest extent permitted by law.

25.4. Resignation. The omission or tolerance by either PARTY in the exercise of a right derived from the Contract shall not imply a waiver of the same, nor may it be invoked as a precedent for future breaches.

25.5. Language. The Contract is signed in Spanish, the language in which any communication, notification or documentation arising from its execution will also be written.

25.6. Annexes. The following Annexes form an inseparable part of this Contract:

- Annex I — Fees, Payment Schedule and Bank Details.
- Annex II — Market Research and ARV Report Template.
- Annex IV — Personal Data Protection Agreement (GDPR).

And in witness whereof, the Parties sign this Contract on the date and at the place indicated at the beginning, in two equally valid copies.

BY THE COMPANY	BY THE CLIENT
Ana Gissela Torres Cruz NOT Z1418497T *HOUSE FLIPPING SPAIN*	[CLIENT'S name and surname] National Identity Card / Foreigner's Identity Number / Passport: [Number] *[In your own name or as a representative of…]*
______________________________ Business	______________________________ Business

ANNEX I — FEES, PAYMENT SCHEDULE AND BANK DETAILS

This Annex forms an inseparable part of the Comprehensive Real Estate Management and Construction Contract in House Flipping signed between HOUSE FLIPPING (Ms. Ana Gissela Torres Cruz, NIE Z1418497T) and THE CLIENT.

1. Summary table of fees

Concept	Calculation basis	Amount (excluding VAT)	IVA	Total including VAT
Fixed Rate — First Payment (50%)	At the start of the operation	2.495,00 €	21%	3.018,95 €
Fixed Rate — Second Payment (50%)	At the beginning of the commercial phase	2.495,00 €	21%	3.018,95 €
Reform Fees	10% on closed PEM (min. €2,490)	Variable	21% / 10% (*)	Variable
Prima Seguro RC professional	Per operation	Variable	21%	Variable

*(*) VAT applicable to Renovation Fees:**21% in general**The super-reduced rate of 10% may be applied when the operation meets the requirements of article 91.One.2.10º LIVA (rehabilitation of housing more than two years old).*

2. Payment schedule

Payment 1 — Fixed Management Fee, first 50%:€2,495.00 + VAT (€3,018.95 including VAT at 21%) — at the start of the Operation, on the date of signing the Contract.

Payment 2 — Fixed Management Fee, second 50%:€2,495.00 + VAT (€3,018.95 including VAT at 21%) — at the start of the Commercial Phase, once the Market Study Report has been issued and the ARV has been agreed.

Payment 3 — Renovation Fees:10% on the final PEM (with a minimum of €2,490.00 + VAT), payable according to the schedule that THE PARTIES agree on a case-by-case basis depending on the conditions agreed with the selected industrialists, and must in any case be fully satisfied before the start of the Commercial Phase.

Payment 4 — Professional Liability Insurance Premium: The exact amount will be communicated to the CLIENT via a certificate from the insurance company once the specific policy for the Transaction has been contracted. Payment will be made together with Payment 1.

3. Bank details for payments

Titular: Ana Gissela Torres Cruz

NIF: Z1418497T

Entity: ING (Spain)

IBAN: ES82 1465 0100 9917 7053 0141

BIC/SWIFT: INGDESMMXXX

Suggested concept:[Operation No. __________] · [Payment 1/2/3/4]

4. Data for issuing an invoice

Tax reason: Ana Gissela Torres Cruz

NIF: Z1418497T

Tax address: Avenida U, 4 · 08794 Les Cabanyes (Barcelona)

Tax regime: Simplified direct estimation · General VAT

5. CUSTOMER details for invoice issuance (to be completed)

Name / Company name:______________________________________

DAYS / SUN / CIF:______________________________________

Tax address:______________________________________

Email address for invoice delivery:______________________________________

This Annex I is understood to be updatable by HOUSE FLIPPING for future operations, without the need to modify the body of the main Contract, and must be signed simultaneously with each new contracted operation.

BY THE COMPANY

Ana Gissela Torres Cruz
NOT Z1418497T
HOUSE FLIPPING SPAIN

____
Business

BY THE CLIENT

[CLIENT'S name and surname]
National Identity Card / Foreigner's Identity Number / Passport: [Number]
[In his own name or as a representative of…]

____
Business

ANNEX II — MARKET STUDY REPORT TEMPLATE AND ARV

This Annex establishes the minimum structure of the Market Study Report that HOUSE FLIPPING will deliver to the CLIENT prior to the start of the Commercial Phase, in accordance with Clause Nine of the Contract.

1. Identification of the property

- Full address, district, neighborhood.
- Cadastral reference.
- Built area, usable area, layout.
- Year of construction and, where applicable, year of the last renovation.
- Urban planning classification, energy certification and, where applicable, ITE (Technical Building Inspection).
- Current state of the property after the renovation carried out.
- Professional photo report attached.

2. Comparable analysis — real estate portals

- Minimum five (5) comparable properties currently published on Idealista, Fotocasa, Habitaclia or Indomio (data from the immediately preceding month).
- For each comparable: address, surface area, published price, price per m², condition of the property, age of the publication.
- Calculation of the weighted average price per m², median and range (minimum-maximum).
- Analysis of discounts on the starting price observed in the last comparable products withdrawn with confirmed sales.

3. Cross-appraisal with Tinsa data

- Estimated value according to the Spanish Real Estate Markets Index (IMIE) Tinsa for the current quarter.
- Comparison with the average price of the area (province, capital, district, neighborhood if available).
- Trend of the last twelve (12) months.

4. Historical price trends for the neighborhood (12 months)

- Monthly evolution of the average price per m² of the neighborhood during the last twelve months.
- Trend identification (bullish, stable, bearish) and speed of change.

5. Analysis of recently sold properties

- Data from five (5) to ten (10) properties with similar typology sold in the last six months in the same area.
- For each one: initial starting price, final selling price, adjustment ratio, time on the market until sale.
- Calculation of the average selling time (DOM, days on market) and the average adjustment ratio on the starting price.

6. ARV (After Repair Value) Proposal

- Reasoned Target Selling Price Proposal, with minimum and maximum range.
- Target Monthly Rent Proposal (in case of leaving to rent), with range.
- Estimated time for sale or rental based on comparative analysis.
- Commercial strategy recommendation (priority channels, target buyer profile, specific marketing).

7. ARV Consent Document

The last page of the Report will contain the following section, to be jointly signed by THE PARTIES as confirmation of the agreed ARV:

> *"The Parties, based on the preceding Market Study Report and, where applicable, the independent professional valuation provided by the Client, agree on the following target prices for entering the market:*

- ARV sale price: ___________________ € (range: ___________ – ___________ €).
- Target monthly income: ___________ € (range: ____ – ____ €), if applicable.
- Estimated time to market: ___________ weeks.

> *The CLIENT expressly agrees with the agreed ARV and authorizes the start of the Commercial Phase.*

BY THE COMPANY	BY THE CLIENT
Ana Gissela Torres Cruz	[CLIENT'S name and surname]
NOT Z1418497T	National Identity Card / Foreigner's Identity Number / Passport: [Number]
HOUSE FLIPPING SPAIN	*[In his own name or as a representative of…]*
________________________________	________________________________
Business	Business

ANNEX IV — PERSONAL DATA PROTECTION AGREEMENT (GDPR)

This Annex regulates the processing of personal data within the framework of the Comprehensive Real Estate Management and Construction Contract signed between HOUSE FLIPPING and THE CLIENT, in accordance with Regulation (EU) 2016/679 (GDPR) and Organic Law 3/2018 (LOPDGDD).

1. Data Controllers

Responsable A — HOUSE FLIPPING:

Identity: **Ana Gissela Torres Cruz · NIE Z1418497T**

Home: **Avenida U, 4 · 08794 Les Cabanyes (Barcelona)**

GDPR contact email:**info@house-flipping.es**

Responsible B — CLIENT:

Identity: **[CUSTOMER Name]**

DAYS/SUN:**[Number]**

Home: **[Full address]**

Email: **[Email]**

2. Categories of data processed

- Identifying information (name, ID/NIE, date of birth, nationality).
- Contact information (address, telephone, email).
- Economic and financial data (available capital, investment capacity, banking data).
- Professional data (activity, employment status).
- Information about the property (cadastral reference, registry data, photographs).
- Data derived from the process (preferences, communications, CUSTOMER decisions).

No special categories of data (health, ideology, religion) are processed except to the extent that the CLIENT voluntarily provides them as part of the Investment Plan.

3. Purposes of the processing

(a) Execution of the Contract signed between THE PARTIES.

(b) Communication between THE PARTIES in relation to the Transaction.

(c) Compliance with legal obligations (tax, accounting, prevention of money laundering).

(d) Administrative, accounting and billing management.

(e) Handling complaints and exercising rights.

(f) When the CLIENT has expressly authorized publication of the project as a report (in accordance with Clause 15.4 of the Contract).

4. Legal basis for processing

- Contract Execution (Article 6.1.b GDPR).
- Compliance with legal obligations applicable to HOUSE FLIPPING (Article 6.1.c GDPR).
- The CLIENT has given their express consent for secondary purposes (publication of the report, commercial communications). The CLIENT may withdraw their consent at any time without affecting the lawfulness of the processing carried out beforehand.
- HOUSE FLIPPING's legitimate interest in defending its rights in the event of a claim.

5. Storage periods

- Throughout the term of the Contract and the provision of services.
- After the termination of the Contract, the data will be kept blocked for the applicable legal periods (five years for tax and accounting obligations, statute of limitations for actions of the Civil Code for the defense of rights), after which they will be permanently deleted.
- Data processed on the basis of consent will be deleted when the CLIENT withdraws said consent.

6. Transfer of data to third parties

HOUSE FLIPPING may communicate strictly necessary CLIENT data to the following third parties within the framework of the execution of the Contract:

- Notaries and Property Registries for the formalization of the transaction.
- Industrialists and suppliers of the renovation to issue budgets and invoices in the name of the CLIENT.
- Tax and labor advice from HOUSE FLIPPING for compliance with accounting and tax obligations.
- Banking entity for the management of collections.
- Insurance company for contracting Civil Liability Insurance.
- Public Administration when there is a legal obligation (Tax Office, AEAT, Social Security).

7. International Transfers

No international data transfers are made outside the European Economic Area, unless they are strictly necessary for the performance of the Contract (for example, in the case of investors residing in non-EEA countries), in which case the appropriate safeguards provided for in the GDPR will apply.

8. Rights of the interested party

Any interested party may exercise, at any time, the following rights with respect to their personal data:

- Access, rectification and deletion.
- Limitation of treatment.
- Opposition to treatment.
- Data portability.
- Withdrawal of consent, when the treatment is based on it.
- Not to be subject to automated individual decisions.

These rights may be exercised by submitting a written request to Ana Gissela Torres Cruz (info@house-flipping.es), attaching a copy of your national identity document (DNI/NIE) or other identification document. A response will be provided within one (1) month of receiving the request, which may be extended to two months depending on the complexity or number of requests.

9. Complaints to the AEPD

In case of disagreement with the processing of your data, the interested party has the right to file a complaint with the Spanish Data Protection Agency (AEPD), C/ Jorge Juan, 6 · 28001 Madrid · www.aepd.es.

10. Security measures

The Parties shall adopt appropriate technical and organizational measures to protect personal data against unauthorized access, loss, accidental destruction, alteration, or disclosure. In the event of a security breach, the affected Party shall notify the other Party and, where applicable, the Spanish Data Protection Agency (AEPD) within seventy-two (72) hours of becoming aware of it.

11. Customer Manifestations

THE CLIENT declares to have been informed of the processing of his personal data in accordance with this Annex, giving his express consent for the processing described.

☐ I accept the processing of my personal data for the execution of the Contract.

☐ I agree to receive commercial communications about new HOUSE FLIPPING operations.

☐ I authorize the publication of the project as a report, in accordance with Clause 15.4 of the Contract.

☐ If the answer to the previous point is yes, I authorize the publication with identification of my name.

☐ If the answer to the previous point is yes, I authorize the publication with economic figures.

BY THE COMPANY

Ana Gissela Torres Cruz
NOT Z1418497T
HOUSE FLIPPING SPAIN

____
Business

BY THE CLIENT

[CLIENT'S name and surname]
National Identity Card / Foreigner's Identity Number / Passport: [Number]
[In your own name or as a representative of…]

____
Business