

**CREDIT BROKERAGE AGREEMENT**  
- CLIENTS WITH NON-ITALIAN INCOME -

Mr. ...., born in ..... on ....., resident in ..... Street....., No ..... CodFisc..... e-mail:..... hereafter referred to as "customer", as him/herself and on behalf of all other participants in the transaction upon request.

**GIVES CREDIT BROKERAGE MANDATE**

to FIDEA SRL with registered offices in Servigliano (FM), Via Circonvallazione Clementina 4, VAT number: 01884180447, registered in the Register of Credit Mediators at the OAM as n.M9, in possession of all the requirements as per Article. 128 septies Legislative Decree 385/1993, brand name "TOP ITALIAN MORTGAGE".

In reference to the above-mentioned mandate, the Parties agree as follows:

SUMMARY
<p>- Mediation commission calculated on the amount financed: _____;</p> <p>- In case the client exercises the right of withdrawal before mortgage pre-approval, a compensation amount up to € <b>500.00</b> (five hundred/00) could be requested for the work already undertaken;</p> <p>- Contract duration/terms of execution of service: 6 months;</p> <p>- Commission paid by financier to FIDEA: <input type="checkbox"/> None <input type="checkbox"/> not known* <input type="checkbox"/> €.....</p> <p><i>*if it is not known the client may verify the amount in the "prospetto informativo europeo standardizzato" (PIES) (Standardized European fact prospectus), delivered within the deadlines required by law and in any case prior to the signing of the loan agreement.</i></p>

**ART. 1 Purpose of the Agreement**

This contract concerns the credit mediation for the purpose of obtaining a loan in any form, as permitted by current legislation, from banks or financial intermediaries in favor of the client.

**ART. 2 Duration of the contract**

This loan brokerage contract has a duration of 6 months from the date of signing and during that period and in any case before the pre-approval of the requested financing, the parties are entitled to exercise the right of withdrawal as described below.

FIDEA reserves the right to withdraw from the brokerage agreement, by notifying one of the applicants at any time via e-mail and the customer will not be entitled to any compensation or indemnity.

At the natural expiry of this mandate, the contractual agreement shall be automatically terminated, without any notice of termination by either party.

**ART. 3 Exclusive right**

With regards to the present mediation agreement, the parties agree that the same is conferred  with exclusive rights  without exclusive rights for FIDEA SRL.

**ART. 4 Execution of the service terms**

- a) The customer authorizes the credit broker to immediately execute this contract.
- b) The credit broker agrees to carry out the mediation service within the period defined by this contract, except as provided in Art. 7.

**ART. 5 Customer obligations**

- a) The customer declares that the data, information and documentation provided are true; otherwise the customer takes upon him/herself all civil and criminal liability, releasing FIDEA SRL from any consequences which may arise from wrongful conduct.
- b) The client expressly declares that he/she has no protests, pending criminal proceedings, foreclosures and/or ongoing enforcement proceedings and reports for late payments.

**ART. 6 Credit broker obligations**

- a) The credit broker shall adjust the preliminary investigation to the economic activities of the customer and the amount of funding requested.
- b) The credit broker will also act diligently, fairly and in good faith and to provide the service with simplicity and clarity, in compliance with the provisions on transparency. The credit broker agrees to maintain confidentiality.

**ART. 7 Credit broker disclaimer**

- a) The client acknowledges that if the loan is not granted by banks and financial intermediaries, the credit broker will not be required to explain the reasons for refusal.
- b) The client further acknowledges that **the credit broker will not be held in any way responsible for the actions of banks and financial intermediaries, even if the requested financing is not granted and/or if there is a delay in the granting of the same.**

**ART. 8 Charges**

The client, who has deemed appropriate to contact the credit broker, is obligated to pay the **commission** which is equal to/not higher than \_\_\_\_\_ (in case of percentage, calculated on the capital granted by the bank or financial intermediary), inclusive of all activities relating to the mandate of lending, including pre-qualification and advisory activities.

A total amount equal to \_\_\_\_\_ is required for travel expenses aimed at assisting the client during the opening of the bank account and the signature of all Fidea documents.

The commission is to be paid as follows: 50% of the total amount once the mortgage pre-approval is issued by the lender (“voucher mutuo”); the remaining 50% when the bank issues the final approval, after all technical and legal investigations have been carried out, the appraisal and title search (upon issue of the Binding Offer and “PIES” document by the lender). In the instance that the bank, for whatever reason, does not give final approval, Fidea still has the right to the 50% already paid of the total percentage of the mortgage amount.

**ART. 9 Right of Withdrawal**

The customer is entitled to withdraw from the credit brokerage contract at any time prior to the financial pre-approval by registered mail, PEC ([fideacredito@pec.it](mailto:fideacredito@pec.it)) or email (to [amministrazione@fideacredito.it](mailto:amministrazione@fideacredito.it)). In cases where this right has been exercised, FIDEA may request a fee up to a maximum of € 500.00 for the work carried out.

**ART. 10 Disputes and jurisdiction**

In case of dispute relating to this loan brokerage contract, the court of jurisdiction will be that of Fermo.

**ART. 11 Consent to the processing of personal data**

The customer consents to the processing of personal data pursuant to art.13 D.Lgs. 196/2003 and art.13 EU regulation 679/2016 (“GDPR”); these data will be used to carry out the credit brokerage activities and all related purposes.

....., .....

The client

The credit broker

\_\_\_\_\_

\_\_\_\_\_

Hereby expressly approve, pursuant to and by effect of articles 1341 and 1342 of the Civil Code, the conditions specified in the following articles: art. 3 (exclusive rights); art.5 (customer obligations); art. 7 (exemption of liability of the credit broker); art. 8 (charges) art. 9 (right of withdrawal); art. 10 (disputes and competent jurisdiction).

The client

The credit broker

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I declare to have received a copy of this “brokerage agreement”, and the "notice to customers on transparency rules" and the "information sheet" and the “precontractual compliance and transparency”.

The client

The credit broker

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