

Form of Appointment

Proposed Acquisition of

(the "Property")

I. SCOPE & APPOINTMENT

Mr Salar Majnoui / Prime Realty Limited ("**Prime Realty**") company registered in England and Wales under number 8752227 whose registered office is 288 High Street Kensington London W14 8NZ are hereby appointed by (the "**Client**")

- A)** Company registered in
with company number
whose registered office is at
- B)** Private entity, whose registered address is at:
Passport No: Issued By:

To assist in the search and procurement of property in the regions of London - UK on a non exclusive basis, (the "**Services**") and Prime Realty hereby accepts such appointment. Parties and Properties to whom Prime Realty have introduced the Client are listed below and may be added to from time to time. The Services are required so that the Client may acquire an investment and/or development property in London, UK (the "Purpose").

2. PROFESSIONAL FEES AND VAT

As consideration for performance of the Services it is agreed that fees will be payable on signing of any formal Sale/Purchase agreement with any Party or Property introduced to the Client by Prime Realty confirming the formal commitment by the Client to make a Purchase, as follows:

Total of 2% of the gross amount of the Property, plus any Value Added Tax (VAT) payable thereon, Fees will be payable upon the client signing any formal sales/ Purchase contract

3. CONFIDENTIALITY

All documents, information and materials provided to the Client or their agents/advisers by Prime Realty in the course of this appointment and all confidential information regarding Prime

Realty and their activities shall be treated by the Client and all parties introduced by Prime Realty to the Client as confidential and shall not be disclosed to any third party unless;

- i) such disclosure is necessary to permit the carrying out of the Services,
- ii) the Client or Prime Realty provides prior consent in writing,
- iii) disclosure is required by Law or any Regulatory Authority, or
- iv) the information enters the public domain other than by way of a breach of this Clause 4.

The Client agrees to keep all Confidential Information in relation to the business of Prime Realty including commission confidential during and after the term of the agreement. The provisions of this clause stand only for a period of 3 years from the date of this appointment.

4. COPYRIGHT

All reports, information, advice and other materials provided by Prime Realty to the Client are provided for the sole use of the Client and only for the Purpose stated in section I of this appointment.

Copyright and all other rights in reports, documents, advice or other information prepared by Prime Realty shall remain the property of Prime Realty. Prime Realty grant to the Client a

personal, non-transferable license to use the reports, documents, information and materials for the Purpose described in Section I of this appointment.

5. SUSPENSION AND / OR TERMINATION OF THE APPOINTMENT

This appointment may be terminated by either party at any time with a 90 day written notice of termination subject to all fees due being paid and up to date. Fees arising in accordance with this Agreement will be due and payable after termination if the Client closes an agreement with any party introduced by Prime Realty within a period of 18 months following introduction.

6. ASSIGNMENT OF THE APPOINTMENT

Neither of the Client or Prime Realty may assign the benefit of this appointment at any time. In certain circumstances and where there is a commercial rationale for doing so Prime Realty may sublet certain elements of the Services to appropriately skilled and qualified consultants and contractors.

7. GOVERNING LAW

The contract shall be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

8. PARTICULARS OF THE APPOINTMENT

This Agreement is made [] between [] as Client and Prime Realty Limited.

Signed by [] **Date** []
Name []
Position []

For and on behalf of [] **Date** []

Witnessed by: []
Name []
Position []

Signed by Mr Salar Majnoui **Date**
Position Director
on behalf of Prime Realty Limited

Properties Introduced: