

## **AGREEMENT between Agent and Prospective Buyer**

Between

Company, name, address: .....

and

**HANDELS-IMMOBILIEN SCHUBERT**, owner Carl Schubert

Am Buchenwald 35, 82340 Feldafing, +49/8157-99 99 20, Fax -/9999 222

the following is agreed:

1. The Principal commissions the Agent with the proof of purchase opportunity of an object with the following criteria: super market, building market, residential or commercial building, real-estate project or participation in such projects resp. objects for the purpose of capital investment/acquisition of title.

2. Only in case of notarization (conclusion of a purchase agreement, heritable building-right contract resp. purchase-agreement share in a civil law association (GbR/limited partnership (KG), purchase of land with building contract), the Agent receives from the Principal a commission sum of 3,57% (negotiation basis) **incl.** VAT out of the gross purchase price (or building costs) resp. the sum of the entire interest on heritable building-rights due during the duration of the contract. The commission sum is due for payment on the conclusion of the contract.

3. The Agent strives to acquire and present comprehensive information; however, he is not responsible that the presented object meets the criteria requested by the Principal. The Principal peruses the actual and legal circumstances of the said object at this own risk.

4. In case that the Agent informs the Principal of an object, and the Principal fails to inform the Agent in writing within three days upon receipt of the information that and through whom the object is already known to him, then the Principal can later not plead any prior knowledge. Should the Agent insist, then the Principal is obliged to prove his prior knowledge.

5. The Principal binds himself to treat all information from the Agent regarding presented objects strictly confidentially and not to disclose the same to third parties. Should any third party acquire an object as a result of unauthorized disclosure, then the Principal owes to the Agent in every case a commission payment pursuant to Fig. 2 herein as though the Principal himself had acquired the object. It is considered to be an inadmissible disclosure of information for the Agent's account, should as purchaser a person or company appear in which the Principal participates and who is married, related by marriage, or otherwise related to the Principal. The presumption can be refuted by the Principal.

6. This Agent Agreement can be terminated by both parties in writing under observation of a term of four weeks to the end of a calendar month.

7. The Principal owes a commission sum in the meaning of Fig. 2 herein also for all future real-estate transactions which materialize between him and the purchasers of objects stated by the Agent, disclosed to him by the Agent on account of his declaration of intent. The stipulations of Fig. 5 herein apply accordingly.

8. Place of jurisdiction is Munich should this Agreement be concluded with merchants entered in the German commercial register or with contractual partners who have no general place of jurisdiction within this country. This is also valid in case of documentary summary procedures or exchange procedures.

9. Place of performance for all obligations resulting from the contractual obligations and the legal relationship in this context is Munich.

-----, date -----

Feldafing, -----

Principal

HANDELS-IMMOBILIEN SCHUBERT