

Agency Agreement made thisday ofBetween

Company name:-.....

of (country)

&

Enterprise Cyprus Ltd (Lapithiotis Group) of Uk & Cyprus.

As (*hereinafter called the 1st Party*) wishes to market and sell certain developments by **Enterprise Cyprus Ltd** and as **Enterprise Cyprus Ltd**. (*hereinafter called the 2nd Party*) agree the Parties hereby below set out the terms and conditions which shall prevail

WHEREAS

Enterprise Cyprus Ltd. agrees to engage to act as an **"Agent"** (but on a non- exclusive basis, unless by agreement) for **Enterprise Cyprus Ltd** in order to promote the sale of the Company's Developments within their country and internationally, this applies to all developments as specified by **Enterprise Cyprus Ltd**, from time to time and agreed upon between both parties.

1. Commission.

(a) With regards to each completed outright sale related to **"Our Developments"** a **10%** percent commission on the **agreed net contract price** (*exclusive of any VAT where applicable*) shall be paid immediately after we have received a minimum of 20% of the Purchase Price in the case of outright sales, as per the Sales Agreement. This usually occurs within 30 days from the signing of the Sales Agreement. The commission due will be transferred to any specific account, as detailed on your invoice.

(b) In the case of stand alone sales, It should be noted that whenever the agreed contract price includes the supply and/or installation of any extras such as electrical appliances, furniture, fittings, structural alterations/additions, etc. any commission payable will be calculated upon the agreed net price of the particular property and will not take into account these additions or extras your client may require.

2. Marketing & Advertising.

(a) We will supply you with media brochures, photographs, relevant literature, price lists and any other promotional material and information which we consider as relevant, free of charge, via our online file centre.

(b) All other expenses such as salaries due and/or payments in respect of promoting our properties within (**Country:-** including advertising, participation at exhibitions and/or travelling incurred will be borne by your selves.

(c) However, the Company agrees that from time to time it may decide to participate towards such costs as long as such advertising costs and /or expenses are pre-approved by ourselves.

3. Time Limit.

This agreement shall be in force for a period of 12 months commencing as from date of signatures.

4. Notification.

You are required to notify our sales department by fax, email or telephone in **respect of each prospective client** in order to confirm whether the property under discussion is available and secondly in order to secure your commission if the client completes the purchase.

You should also notify us of any clients wishing to visit our Development eg; Viewing trips, so that a we can be present.

You will be entitled to the commission on any completed sale which is as a direct result of your efforts and that the prospective purchaser has not come through any other third party or agent, unless by prior arrangement/agreement.

If a prospective is introduced by you but for any reason at a later stage uses any other source and by the efforts of such sources, an agreement of sale is agreed, any commission payable shall be paid to such source, having no obligation whatsoever to your selves.

5. Assignment

It is hereby agreed and accepted that you shall not be entitled to assign your rights and obligations under this Agreement to a subsidiary company which you may incorporate for this purpose in Cyprus or in any other jurisdiction except with our written consent.

6. No Agency

It is hereby declared and confirmed by the that this Agreement does not constitute you as our agent and it does not empower you to commit us in any contract or agreement or to hold yourself out as our only representative except and to the extent necessary for the implementation of the provisions of this Agreement and/or where in any particular case we may specifically authorise you or any of your employees, officers or representatives to act in any such representative capacity for and on our behalf .

7. No Partnership

This Agreement does not and shall not be interpreted as constituting or creating a partnership between you and us and neither of the parties hereto shall hold itself out or represent to any third party that it is acting in partnership with the other party.

8. Sales.

Sales shall only be considered valid if signed by the company's Managing Director - Mr. Costa Ouloupis.

Please complete blank sections, sign bottom of each page and return by email or fax.

For & On behalf **Enterprise Cyprus Ltd.**

.....
Costa Ouloupis
M.D. Sales & Marketing Manager

For & On behalf of

.....
Mr/Mrs.
Managing Director.

Tel:

Email: