



COOPERATION AGREEMENT

E1 INTERNATIONAL INVESTMENT HOLDING GMBH

Schützenhofstraße 3
65183 Wiesbaden

Tel.: +49 (611) 710 97 36
Fax: +49 (611) 710 97 37

Web: www.e1-holding.com
Email: info@e1-holding.com

Location E1 Investment

Company information:

Company name / investor

Company address

Telephone/ Fax

Company email

Website

Tax office

Tax number

Establishment date

Managing Director

CONFIDENTIALITY AND CONFIDENTIALITY CLAUSE

Confidential information within the meaning of this agreement is: All verbal or written information and materials that a contracting party receives directly or indirectly from the other contracting party for the processing of the order or the real estate objects and which are marked as confidential or whose confidentiality results from their subject or other circumstances. The contracting parties undertake to treat all directly or indirectly known confidential information as strictly confidential and not to pass it on to third parties, exploit or use it without the prior written consent of the other contracting party or the client (insofar as the confidential information relates to him). In particular, the passing on of all real estate objects, exposé etc. to third parties and other real estate agents is strictly prohibited. The contractual partners will take all suitable precautions to ensure confidentiality. Confidential information is only passed on to employees or other third parties who need to receive it due to their work. The business partners ensure that the persons deployed are fully informed of this confidentiality agreement and that they accept and adhere to the content without reservation. The duty of absolute confidentiality continues even after the collaboration has ended. Upon request, handed over documents including all copies made of them as well as working documents and synopsis are to be returned. The contracting parties are fully liable for all damage that the other contracting party incurs as a result of a breach of these contractual obligations. The confidentiality obligation also applies to legal successors of the respective contractual partners. Changes and additions to this agreement must be made in writing. This agreement is subject to German law. Confidentiality clause: Both contractual partners mutually undertake to maintain absolute confidentiality with regard to all initiated and concluded transactions. In particular with regard to requests for references from outside and all related written documents. Evidence of current or concluded transactions to third parties is strictly prohibited. Agreements on exceptions to this duty of confidentiality must be made in text form.

CUSTOMER AND SOURCE PROTECTION

The contractual partners grant each other customer and source protection for corporate, real estate and property transactions as well as rentals and transactions that are related to the commercial procurement of information. The customer and source protection applies to all persons, clients, customers and / or business partners named in future communications between the contracting parties. The contracting parties will not carry out any business with the protected group of people without authorization and / or have them carried out via third parties, nor will they issue any sub-powers of attorney and will not make any unauthorized agreements that may affect the interests of the other party. All transactions / joint business dealings covered by this contract, such as the intended or completed realization or brokerage of a project / property, are a matter of mutual trust and are subject to strict confidentiality protection. In addition, the provisions of data protection must be observed. It goes without saying that the undersigned parties do not deceive themselves. Any attempt not to comply with or circumvent this agreement or the confidentiality with the intention or power of attorney will be seen as a breach of trust and will be punished accordingly. Both parties will inform each other and immediately send copies of agreements, customer contracts, correspondence, insofar as this is important for the joint processing, and keep themselves up to date by telephone, fax or email.

The contracting parties irrevocably undertake not to contact the contracting partners, customers or other protected groups of people of the other, either directly or indirectly, without the knowledge of the other in any form, or to allow any third party / person to contact them, nor to get in touch with relevant persons, companies, banks or other institutions before, during or after the completion of a joint transaction without coordination. This is binding for a period of at least 5 years from the date of signing this agreement. The contracting parties hereby agree that in the event of an infringement by one of the signed parties, a contractual penalty in the amount of the agreed or customary market commission for the upcoming business, the intended transaction or the object in question is to be paid. In addition and in addition, a claim for damages in the amount of € 50,000.00 will be determined for each case of violation of this agreement.

COMMISSION ARRANGEMENT

Since the handling and size of each property is different and in some cases other people can also be involved (after consultation and approval) and may have commission claims, the following regulation is agreed: A commission and release certificate is signed for each property and each property, which is subject to the terms of this framework agreement. Here only the property data and the commission sharing as well as the respective procedure for the corresponding property are recorded. Email correspondence is binding.

MISCELLANEOUS

The business partners place their cooperation in mutual unrestricted agreement under the maxim of loyal partnership and good commercial morals based on the principle of good faith. Should one or more provisions of this agreement be or become ineffective, this shall not affect the validity of the other provisions. In this case, the contracting parties undertake to agree a new solution that comes closest to the original intention (severability clause). Every change or declaration of ineffectiveness must be made in writing. The place of performance for all obligations from this agreement is the place of residence or place of business of the claimant, insofar as this is legally permissible. Insofar as an agreement is permissible, the place of jurisdiction is Wiesbaden.

COMPANY - 2

First and Last Name

Date, signature

COMPANY - 1

First and Last Name

Date, signature





PURCHASE CRITERIA FORM

for private investors

Personal Information:

First and Last Name

Street, house number

Postcode / town

Email

Telephone / Fax

Investment location:

Preferred countries:

Preferred federal states:

Preferred cities:

Minimum purchase price:

Maximum purchase price:

Real estate category:

Please tick which investment categories you are interested in!

- | | | |
|---|---|--|
| <input type="checkbox"/> Apartment buildings | <input type="checkbox"/> Residential & commercial housing complexes | <input type="checkbox"/> New housing projects |
| <input type="checkbox"/> Senior / Btr. Living | <input type="checkbox"/> Nursing home properties | <input type="checkbox"/> Hotel real estate |
| <input type="checkbox"/> Building plots for living | <input type="checkbox"/> Refugee shelters | <input type="checkbox"/> Commercial buildings |
| <input type="checkbox"/> Office real estate | <input type="checkbox"/> Retail parks | <input type="checkbox"/> Shopping centers |
| <input type="checkbox"/> Industrial & commercial park | <input type="checkbox"/> New construction projects for business | <input type="checkbox"/> Commercial building plots |
| <input type="checkbox"/> Parking garage / spaces | <input type="checkbox"/> Hospitals | <input type="checkbox"/> All types of real estate |

Detailed information about your investment project:

Notes for you as a private investor / consumer on the General Data Protection Regulation (GDPR): Please read these in our terms and conditions via the following link: <http://e1-holding.com/de/agb>

Terms of Service

between E1 Holding, customers and franchisees

§ 1 Disclosure Prohibition

All information including the property records of the broker are expressly intended for the customer. It is expressly forbidden to pass the property records and property information to third parties without the express consent of the broker, which must be given in writing beforehand. If a customer violates this obligation and the third party or other persons to whom the third party has passed on the information concludes the main contract, the customer is obliged to pay the broker the commission agreed with him plus VAT. For all contact details provided by E1, customer and source protection according to IVD guidelines applies for an indefinite period. This regulation also applies in a so-called meta shop, in which another broker is presented who was not previously known.

§ 2 Dual activity

The broker may act for both the seller and the buyer.

§ 3 Owner information

The property information may only be passed on after receipt of an expression of interest. The broker points out that the property information passed on by him comes from the seller or from a third party commissioned by the seller and has not been checked for accuracy by him, the broker. It is up to the customer to check that this information is correct. The broker who only passes this information on does not assume any liability for the correctness.

§ 4 Client's duty to inform

Before concluding the intended purchase contract, the client (owner) is obliged to inquire of the broker, stating the name and address of the intended contractual partner, whether the transfer of the intended contractual partner was initiated by his or her activity. The client hereby grants the broker power of attorney to inspect the land register, official files, in particular building files, as well as all information and inspection rights vis-à-vis the WEG administrator, as the client as the owner of the apartment is entitled to.

The seller is also obliged to inform E1 if the seller knows that the buyer is an E1 customer. Failure to do so will result in a fine of 3 percent net plus VAT. In the case of a sale to a non-E1 customer, the buyer's contact details must also be sent to E1 for internal checking.

§ 5 Customer information obligation

The customer is obliged to disclose all correspondence between him and the seller after the seller data has been announced for E1. For the implementation, it makes sense for the customer to set E1 for all emails in BCC. If this obligation is not fulfilled by the customer, especially if E1 is not informed about a purchase, a penalty payment of 3 percent of the purchase value will be due. Brokers are obliged to inform the contact owner immediately of all correspondence to ky@e1-holding.com. This regulation also applies to all future transactions, even if the first transaction does not materialize.

§ 6 Replacement- and follow-up business

Replacement and follow-up business The client is also obliged to pay a fee in accordance with our agreed commission rates in the case of a replacement

business. Such is the case, for example, if the client, in connection with the activity developed by the broker, experiences another opportunity to conclude the main contract from his potential main contractual partner, as proven by the broker, or if the proven opportunity is used to conclude the main contract with the legal successor of the potential main contractual partner or the proven property is for sale acquires instead of renting it, leasing it or vice versa. In order to trigger the commission obligation for replacement business, it is not necessary that the commissionable business has to be economically equivalent to the one originally intended, in the sense of the preconditions developed by the case law on the concept of economic identity.

§ 7 Commission negotiations

Cooperation brokers are only allowed to negotiate the amount of the commission after prior agreement. If the expression of interest to E1 Holding has been signed, E1 Holding is only able to negotiate the commission or to reduce it. In the case of a joint transaction, only E1 Holding is entitled to negotiate or reduce the broker's commission.

§ 8 Reimbursement of expenses

The customer is obliged to reimburse the broker for the expenses incurred in fulfillment of the order, evidenced (e.g. insertions, Internet presence, telephone costs, postage costs, property inspections and travel costs) if a contract is not concluded.

§ 9 Limitation of Liability

The liability of the broker is limited to grossly negligent or willful behavior, as long as the customer does not suffer physical harm or lose his life as a result of the broker's behavior.

§ 10 Statute of limitations

The limitation period for all claims for damages by the customer against the broker is 3 years. It begins at the point in time at which the action triggering the obligation to pay compensation was committed. Should the statutory statute of limitations lead to a shorter statute of limitations for the broker in individual cases, these shall apply.

§ 11 Prohibition of straw man business

Passing on information to third parties is strictly prohibited. This is especially true in so-called straw man shops, which are not accepted by the E1. Violation is punished with a penalty, which is divided equally between the actual and the faked buyer.

§ 12 Prior sale

If the property is sold by the seller to another person during the negotiations, all costs incurred by the customer up to that point must also be covered by the customer. E1 will not reimburse any costs.

§ 13 Contact Permission

With the signed expression of interest and / or sales mandate, the contracting party declares its express consent by telephone, SMS, fax and e-mail for the purpose of advising and receiving information on real estate offers. The contact information will not be passed on to third parties and the consent can be withdrawn at any time.

§ 14 Brokerage

If buyer data is disclosed, contact by the property agent is only permitted with the express consent of the customer agent. Contractual penalty 2% of the negotiated purchase price.

§ 15 Legal independence

All E1 Holding franchisees are legally independent companies.

§ 16 Payments and franchise fees

The licensee is obliged to pay the fees punctually so that E1 Holding is able to make planned investments. In the event of repeated non-compliance, E1 Holding reserves the right to charge default interest. The termination of the contract can also be requested after three open invoices.

The licensee receives a 5% discount for issuing a Sepa mandate. For other tools, programs, etc. which are newly developed and made available to the licensees, the licensees can request separate fees, but their use is not mandatory. E1 Holding is not liable for any tools made available free of charge, as these are in the optimization phase after the development phase.

§ 17 Communication within E1 Holding

The franchisees are expressly prohibited from sending mass / serial emails to contact internal / external. This procedure requires the express consent of E1 Holding. E1 Holding is entitled to send series email campaigns in order to produce inbound issues for each location. So that E1 Holding can see the current customer status at any time, the franchisee in the BCC must always use the emails kopie@e1-holding.com and int@e1-holding.com. This also applies to all incoming contracts and forms.

§ 18 Marketing Measures for Franchisees

With the signed franchise agreement, the franchisees agree that E1 Holding may use their images and entries for advertising purposes. If the contract is terminated, this consent is automatically omitted. E1 Holding is not obliged to reverse the previous advertising measures or to request deletion from external sites.

§ 19 Cooperation

The franchisee himself decides whether an acquired property is shared for cooperation with E1 colleagues or external brokers.

§ 20 Affiliate Provision

Überzeugt ein E1 Lizenznehmer einen externen Makler bei E1 einzusteigen, erhält er für die Gold Lizenz 2 Monatsbeiträge (nach Eingang der ersten Gebühren) und bei einer Platin Lizenz 10% der einmaligen Eintritts-Gebühr als Provision.

§ 21 Invoicing

In the event of a successful transaction, the franchise licensee can invoice the buyer directly, provided that E1 Holding is informed and assigns the right to this. This is urgently necessary because the expression of interest was concluded with E1 Holding and the invoice would be invalid without consent.

§ 22 Termination of a franchisee without notice

The reason for termination without notice is if a reference has been recorded (date of notarial certification) and the holding company is not informed of this at the latest on the day of certification. The licensee is obliged to disclose all correspondence upon request.

§ 23 Place of jurisdiction

If the broker and customer are full merchants within the meaning of the Commercial Code, the agreed place of performance for all obligations and claims arising from the contractual relationship and the place of jurisdiction is the broker's registered office.

§ 24 Severability Clause

Should one or more of the above provisions be invalid, this shall not affect the validity of the remaining provisions. This also applies if one part of a regulation is ineffective, but another part is effective. The respective ineffective provision is to be replaced between the parties by a provision that comes closest to the economic interests of the contracting parties and otherwise does not contradict the contractual agreements.