



Sourcing Agreement

This Agreement is made on 2007

between:

Poland City Property Ltd, 255-261 Horn Lane, London, W3 9EH, England

and

.....
(name) (address)

This Sourcing Agreement contains the terms upon which Poland City Property Ltd may assist you with the purchase of a property in Poland. Please read this document carefully. You may indicate your acceptance of this Agreement by signing at the end. Please then return the signed original to us.

1. Definitions and interpretation

1.1 In this Agreement, unless the context requires otherwise:

“**Agreement**” means this Sourcing Agreement agreed between you and PCPL;

“**Business Day**” means a day (other than a Saturday or Sunday) when banks in London are generally open for business;

“**Confirmation Email**” means the email sent to you by PCPL with this Agreement which specifies the Property;

“**Deposit**” means a non-refundable deposit of £400 payable in accordance with Clause 3.1;

“**PCPL**” means Poland City Property Limited, a company incorporated in England under registration number 5981340 having its registered office at 255-261 Horn Lane, Acton, London W3 9EH, England;

“**Property**” means a property specified in the Confirmation Email or a property in respect of which PCPL subsequently agrees to provide you with the Service;

“**Relevant Agreement**” has the meaning given to it in Clause 3.2;

“**Service**” means the services detailed in Clauses 2.1 and 2.2;

“**Site**” means PCPL’s website at www.polandcityproperty.co.uk;

“**Term**” means the period between the execution of this Agreement and its termination; and

“**Sourcing Fee**” means a fee of £2200 in respect of each Property (or such other fee as may be agreed between the parties) which may become payable by you to PCPL (less any Deposit) in respect of the Service in accordance with Clause 3.2.

- 1.2 Headings do not affect the interpretation of this Agreement.
- 1.3 References to Clauses are (unless otherwise provided) references to the clauses of this Agreement.
- 1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. Service

- 2.1 During the Term:
 - (a) until the time that you are committed to purchasing the Property, PCPL will assist you with the process of purchasing the Property; and
 - (b) from the time that you are committed to purchasing the Property, PCPL may in its sole discretion provide you with further assistance with the process of purchasing the Property.
- 2.2 As a part of the Service, PCPL may:
 - (a) search the Polish property market for you;
 - (b) suggest to you properties in Poland which you may consider purchasing;
 - (c) assist you in determining which properties may be suitable for your needs;
 - (d) refer you to lawyers, mortgage brokers and others professionals; and

- (e) liaise with developers in Poland, other property sellers in Poland and/or other referral partners on your behalf.
- 2.3 You will promptly provide PCPL with all such information and assistance as it reasonably requires for the performance of the Service.
- 2.4 You are responsible for conducting your own research and enquiries relating to the Property, including but not limited to research and enquiries concerning location, price, construction and repair of the Property, the standing of the developer or other seller, and the standing of any lawyer, surveyor or other professional appointed to assist you with the purchase of the Property.

3. Fees and payment

- 3.1 Unless you have paid the Deposit to PCPL before the execution of this Agreement, you will pay to PCPL the Deposit by the later of 5 Business Days following the execution of this Agreement and 5 Business Days following receipt of PCPL's invoice in respect of the Deposit. The Deposit will be non-refundable unless: (i) all Properties become unavailable for purchase; and (ii) you are not interested in using our services to assist with the purchase of any other property.
- 3.2 If you decide to enter into any agreement or arrangement whereby you reserve for purchase or potential purchase a Property (a "**Relevant Agreement**"), you will pay to PCPL the whole of the Sourcing Fee in respect of that Property (less any Deposit paid in accordance with Clause 3.1) by the later of 5 Business Days following the execution of the Relevant Agreement and 5 Business Days following receipt of PCPL's invoice in respect of the Sourcing Fee.
- 3.3 Where PCPL does not act as intermediary in respect of any such Relevant Agreement, you will notify PCPL of the Relevant Agreement as soon as practicable after it is entered into.
- 3.4 PCPL is not registered for VAT and will not charge VAT on the Deposit or Sourcing Fee.
- 3.5 If you fail to pay any amount payable by you under this Agreement, PCPL shall be entitled, but not obliged, to charge you interest on the overdue amount. Such interest shall be payable by you forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 2% per annum above the base rate for the time being of HSBC Bank Plc. Such interest shall accrue on a daily basis and be compounded quarterly.

4. Termination

- 4.1 This Agreement shall commence on the date of its execution and (subject to earlier termination pursuant to this Clause 4) shall terminate in respect of a Property upon: (i) your purchase of that Property; (ii) that property becoming unavailable for purchase; or (iii) your withdrawing (expressly or impliedly) from the proposed purchase of that Property. When this Agreement has terminated in respect of all Properties, it may be terminated in its entirety (subject to Clause 4.5) by either party giving written notice of termination to the other.
- 4.2 Either party may terminate this Agreement (in respect of a particular Property or in its entirety) immediately at any time by written notice to the other party if that other party commits any material breach of its obligations under this Agreement which (if remediable) is not remedied within 30 days after the service of written notice specifying the breach and requiring it to be remedied.
- 4.3 PCPL may terminate this Agreement (in respect of a particular Property or in its entirety) immediately by notice if you persistently breach Clause 2.4.
- 4.4 Save where this Agreement is terminated under Clause 5, termination will not affect:
- (a) either party's accrued rights of action for breaches of this Agreement;
 - (b) your liability to pay the Deposit (if unpaid); or
 - (c) where Clause 3.2 applies in respect of a Property or Properties, your liability to pay the relevant Sourcing Fees (if unpaid).
- 4.5 The following Clauses will survive termination of this Agreement: 1, 3, 4.4, 4.5, 7, 8, 9, 10, 11, 12, 13 and 14.

5. Consumer rights

- 5.1 Subject to Clause 5.2 below, if you are contracting as a consumer, you may cancel this Agreement at any time within 7 Business Days of the day of execution of this Agreement, by notifying us that you wish to cancel.
- 5.2 The right to cancel this Agreement will cease immediately if PCPL performs any element of the Service between the date of execution of this Agreement and the end of the cancellation period.

5.3 You expressly consent to the commencement of the performance of the Service before the expiry of the cancellation period (and to the consequent loss of the cancellation right).

6. Notices

6.1 All notices shall be given:

- (a) to us, by email to office@polandcityproperty.co.uk, by fax to +44 (0)208 747 88 22, or by post to Poland City Property Limited at 255-261 Horn Lane, Acton, London W3 9EH, England;
- (b) to you, by email, fax or post to the email, fax or postal address that you provide to us.

6.2 All notices sent by email or fax will be deemed to have been received on receipt (or, when not received during working hours on a Business Day, at 9.00 am on the next Business Day following the day of receipt). All notices sent by post will be deemed to have been received 3 Business Days after the date of posting.

7. Warranties

7.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this Agreement.

7.2 PCPL shall perform the Service with reasonable care and skill.

7.3 This Agreement sets out the full extent of the PCPL's obligations and liabilities in respect of the supply of the Service. All conditions, warranties or other terms concerning the Service which might otherwise be implied into this Agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded to the maximum extent permitted under applicable law.

8. Limitation of liability

8.1 Nothing in this Agreement shall operate to exclude or limit PCPL's liability for:

- (a) death or personal injury caused by its negligence; or
- (b) any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
- (c) fraud; or

- (d) any other liability which cannot be excluded or limited under applicable law.
- 8.2 PCPL shall not be liable to you for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.
- 8.3 PCPL has no power or control over its referral partners and PCPL shall not be liable for any losses arising out of the actions or omissions of its referral partners.
- 8.4 Subject to Clause 8.1, the PCPL's aggregate liability in respect of claims arising out of or in connection with this Agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 200% of the fees payable and paid by you to the PCPL under this Agreement.
- 8.5 PCPL shall not be in breach of contract as a result of (and shall not be liable in respect of) any delays or losses arising out of your failure to comply with Clause 2.3.

9. Entire Agreement

Subject to Clause 8.1, this Agreement will constitute the entire agreement between you and us in relation to the subject matter of this Agreement, and supersede all previous agreements in respect of that subject matter.

10. Third party rights

This Agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this Agreement is not subject to the consent of any person who is not a party to this Agreement.

11. Variation and waiver

- 11.1 A variation of this Agreement shall be in writing and signed by or on behalf of both parties.
- 11.2 A waiver of any right under this Agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

11.3 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

12. Severance

12.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

12.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

13. No agency

Nothing in this Agreement shall constitute a relationship of agent and principal between the parties.

14. Law and jurisdiction

This Agreement will be governed by and construed in accordance with English law, and any disputes relating to this Agreement will be subject to the exclusive jurisdiction of the courts of England.

EXECUTION

.....
(signature)

SIGNED by for and on behalf of PCPL on
(capital letters) (date)

.....
(signature)

SIGNED by on
(capital letters) (date)