

Accompaniment and Management Agreement

Prepared and signed on [] of [], 2019

Between: Propdo Real Estate Ltd.
P.C. 51-574225-2
Of 6 Hahilazon St., Ramat Gan
Contact: 054-5845699
(Hereinafter: “**the Company**”)

In the First Part;

and: [] [] [] []
ID [] ID [] ID [] ID []
Address [] Address [] Address [] Address []
Telephone no. [] Telephone no. [] Telephone no. [] Telephone no. []
(Hereinafter together and separately: “**the Investor**”)

In the Second Part

(Hereinafter together: “**the Parties**”)

Whereas: The Company is a subsidiary of Propdo Ltd., 51-566374-8, owner of the Propdo platform;

And whereas The Company deals, among other things, by itself and/or through its representatives in locating and managing projects and real estate properties and accompanying investors;

And whereas The Company presented an apartment for sale on the platform, for which it offers accompaniment and management services to investors;

The Company

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And whereas The Investor is interested in purchasing the apartment and the accompaniment and management services, and the Company has complied with the Investor's request, all under the terms and restrictions detailed in this agreement below.

Therefore, the following was stated, stipulated and agreed by the parties:

1. Definitions

In this agreement, the following terms, and the terms detailed in **Appendix A**, shall have the attached meanings, as follows:

- 1.1. **“The Platform”** - The Propdo investment platform, which operates on the <http://www.goPropdo.com> website and/or on secondary sites in designated languages;
- 1.2. **“The Investment”** - The purchase of the apartment and accompaniment and management services by the Investor for the accompaniment and management period, all as detailed in 5 below;
- 1.3. **“The Purchase Agreement”** - The agreement to purchase the apartment between the Investor and the development company;
- 1.4. **“Adaptation works”** - Works carried out to adapt the apartment to rental, from its receipt from the Development Company after the completion of construction, among other things, finishing works, apartment design, furnishing and so on.

2. Introduction

- 2.1. The introduction to this agreement and constitutes an inseparable part thereof.

The Company

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- 2.2. The headlines of the sections of this agreement are for convenience only and may not be used in the interpretation of this agreement.
- 2.3. In the event of any contradiction and/or multiple meanings between this agreement and its appendices, this agreement shall take precedence, unless stated otherwise in this agreement or in its appendices.

3. Preconditions

- 3.1. The following conditions, on an accumulated basis, shall constitute preconditions for this agreement coming into effect:
 - 3.1.1. The Investor has signed this agreement, including all of its appendices;
 - 3.1.2. The Investor has provided the Company and/or its representative notarized power of attorney, as detailed in 13 below;
 - 3.1.3. The Investor has transferred to the Company's account the proceeds of the services, as detailed in 8 below, and the legal costs, as detailed in 7.2 below.
- 3.2. The Company may, at its sole discretion, and among other things from considerations favoring the Investor and/or the investment, inform the Investor, within 14 business days of completing the actions as per 3.1 above, to cancel the investment and associated services. If the Company has informed the Investor of the above, this Agreement shall not come into effect, and the Company shall reimburse the Investor for services and legal costs, immediately following its notice.

4. The Investor's Statements

- 4.1. Without detracting from the other provisions of this Agreement, the Investor hereby announces the following:
 - 4.1.1. They were given the opportunity to receive all of the information and/or details and/or data and/or documents and/or forms thee required in

The Company

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connection with the investment and/or the project and/or the apartment covered by the investment, in full, including all of their stages and/or components.

- 4.1.2. They were given the opportunity to thoroughly and carefully study and test everything they required, as per 4.1.1 above, and after receiving this opportunity, they found the investment, as a whole, including all of its stages and/or its components, to be suitable to them in all of its aspects.
- 4.1.3. They were given the opportunity and received an express recommendation to perform, personally, all of the tests and/or all of the examinations of all aspects and/or characteristics of the investments, including economic and/or legal and/or tax aspects, and that they were given the opportunity and were recommended to consult with consultants of any type, including economic consultants and/or legal consultants and/or tax consultants.
- 4.1.4. They were not provided with and/or they do not rely on any presentation and/or statement and/or recommendation and/or data they have received and they were not guaranteed and/or they were not given any promise and/or any statement regarding any yield on their investment and/or its expected level of success, in connection with the project and/or the apartment and/or the investment.
- 4.1.5. They are aware of the fact and confirm that the project and/or the apartment covered by the investment have been carried out and/or are being built by third parties, and neither the Company and/or anyone operating on its behalf have any control and/or influence on its implementation and/or construction.
- 4.1.6. They are aware of the fact and confirm that the expenses and/or costs in accordance with this agreement, with the exception of the apartment price,

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are estimates only, and may change in accordance with the scope of work in practice by the third parties the Investor engaged with.

- 4.1.7. They have the required economic capabilities to fulfill all of their obligations in accordance with this agreement and/or any other obligation pursuant to the agreement.
- 4.1.8. They have no legal and/or economic and/or other hindrances to engaging in this Agreement and fulfilling all of their obligations in accordance with this Agreement, in full and on time.
- 4.1.9. They are aware and confirm that failure to comply with the provisions of any agreement connected to the investment, in whole or in part, may impact their rights in accordance with these agreements and/or exposure them to sanctions from parties to these agreements and/or lead to the cancellation of these agreements.
- 4.1.10. They have located the project and/or apartment covered by this Agreement on the Platform themselves and they have chosen to join the investment through the Platform themselves.
- 4.1.11. They are aware of the fact and confirm that the Company and/or its representatives provide identical and/or similar services to another investor and/or investors.
- 4.1.12. They have business understanding, and they are aware of the fact and confirm that their investment involves a risk of losing part or all of the investment principal.
- 4.2. Regarding each of the Investor's statements, as detailed in 4.1 above, separately, and for all and/or part together, the Investor confirms that they hereby waive any claims and/or suits and/or demands from the Company and/or its representatives, together and/or separately, in connection with these statements.

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5. Accompaniment and Management Services

5.1. Subject to the provisions of this Agreement, the Company shall provide the Investor, pursuant to the investment, the following services:

5.1.1. The Company shall represent the Investor in the process of purchasing the apartment from the development company and performing adaptation works, which shall include signing agreements on behalf of the Investor and/or representing them before any element.

5.1.2. The Company shall act with appropriate diligence to ensure that any agreement connected with the purchase of the apartment and the adaptation works will be carried out in full, and shall inform the Investor of any deviation and/or violation of these, inasmuch as they are made aware of this.

5.1.3. In the event of any deviation and/or violation as per 5.1.2, the Investor shall be entitled to purchase services from the Company for legal management and treatment and/or other services in connection with the deviation and/or the breach, in return for the additional management fees. If the Investor requests the above, they shall sign a notarized power of attorney certifying the Company to perform these actions for them, according to the wordings they provide.

5.1.4. Upon the signing, in the Investor's name, of the agreements as per 5.1.1 above, the Company shall send the Investor a copy of the agreement as well as a short summary of them, which will include the key provisions of the agreements, including payment dates and terms, and so on. The Investor declares that the summary prepared by the Company is concise and general only, and does not claim to cover all of the provisions of these agreements, and that the sole text binding investors is the text appearing in the agreements themselves.

The Company

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- 5.1.5. Upon completing the construction and adaptation works, as the case may be, the Company shall represent the Investor and receive their apartment keys for them. The Company shall provide the Investor with the apartment keys after receiving them, and return the notarized power of attorney as detailed in Paragraph 13, within 14 business days of receiving the apartment keys.
- 5.1.6. The Company shall employ due diligence in listing the Investor's rights to the apartment, in the relevant registry and/or registries.
- 5.1.7. The Company shall file and/or sign on behalf of the Investor on the bank account opening papers, in a banking corporation in the apartment's location, inasmuch as the Investor asks to do so, and inasmuch as it is possible to open such an account.
- 5.1.8. The Company shall submit and/or sign on behalf of the Investor on the apartment loan and/or lien and/or mortgage papers, at a banking corporation, inasmuch as the Investor asks to do so and inasmuch as taking the loan and/or listing the lien and/or mortgage in this manner, as the case may be, will be possible.
- 5.2. In addition to the services detailed in 5.1 above, over the course of the accompaniment and management services period, as detailed in 5.3 below, the Investor shall be entitled to request additional accompaniment and management services directly connected to their investment, and regarding the Company's skill, inasmuch as the Company has received a written request for this, a reasonable time in advance, in return for the additional management fees.
- 5.3. Subject to the remaining terms of this agreement, the accompaniment and management services agreement shall be until the date on which the Company has provided the Investors with the apartment keys, or on the date they contacted them

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to deliver the keys, in the event that the investor has avoided receiving them, as the case may be.

- 5.4. Without detracting from that stated in 5.3 above, in any event the agreement shall be concluded after 36 months pass from its signing date, inasmuch as the apartment keys have not been handed over to the Company for any reason, or 60 months from its signing date inasmuch as the apartment has been handed over to the Investor and they have chosen to extend the accompaniment and management services period as detailed in 5.5 below.
- 5.5. Until the end of the adaptation works, the Investor shall be entitled to request, via advance notice delivered to the Company in writing, to extend the accompaniment and management services by 24 additional months, starting from the ending date of the adaptation works. The Company shall not refuse the Investor's request to extend the accompaniment and management works period, except for reasonable reasons. During this period, the Company shall operate with adequate diligence to locate tenants for the Investor's apartment. This accompaniment and management services period, inasmuch as it is realized, shall be liable for management fees in the rental period, and for reimbursements for maintenance and/or treating problems and/or damages, the additional management fees shall apply.
- 5.6. So as to remove all doubt, the Investor, and them alone, is the sole owner of the apartment for all matters, and accordingly shall bar all costs involved in owning and/or renting and/or managing and/or treating and/or maintaining the apartment and/or registering rights to it and/or any other expenses, not noted in this agreement and/or in any costs associated with owning the apartment, including costs for maintenance and/or fixing problems and/or damages and/or tax payments and/or surcharges and/or fees of any type, to any party and/or authority in Israel and/or abroad.

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6. The Platform

- 6.1. The Company shall be entitled, at its sole discretion, to present and/or show and/or note the project and/or the apartment and/or the investment covered by this agreement and/or any of their components, including information and/or contents and/or details and/or images on the Platform and/or on websites and/or on social networks and/or in documents and/or in data and/or any online and/or offline document, all with none of the Investor's identifying information, unless the Investor has provided the Company with their express advance written consent to publish their identifying information.
- 6.2. Subject to the law, the Company shall employ adequate diligence to provide the Investor from time to time, on the Platform and/or in any other manner, with information regarding their investment, including information regarding the project and/or the apartment and/or the stages of construction and/or the stages of the adaptation works, throughout the accompaniment and management services period, as per 5.3 above.

7. The Investor's Obligations

- 7.1. In order to receive the services, as per 5 and 6 above, the Investor undertake the following:
- 7.1.1. To cooperate with the Company in a full and absolute manner, with the availability and immediate response time required by the matter, including the provision of information and/or data and/or forms and/or documents and/or certificates and/or other materials, all at the request of the Company and/or its representatives, at its sole and exclusive discretion.
- 7.1.2. To provide information and/or data and/or forms and/or documents and/or certification and/or other material to any authority and/or certified party in Israel and abroad and/or to appear before any authority certified by law, in

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Israel and abroad, in connection with this investment and/or agreement and/or at the Company's request.

7.2. In order to realize the investment, the Investor undertakes to transfer to the Company's account all legal expenses needed to cover the legal costs of making the investment, among other things for notaries public, translations, legal counsel and so on. The Investor declares that they are aware of the fact and confirm that the legal expenses in connection with this Agreement constitute a general estimate and assessment, and may change. The Investor hereby undertakes to fill in the difference between the legal costs in practice and the sum they paid, directly with the relevant services provider.

8. Consideration

8.1. For the accompaniment and management services detailed in this agreement, the Investor shall pay the Company the management fees and/or the management fees in the rental period and/or the additional management fees, as the case may be.

8.2. So as to remove all doubt it is hereby made clear that the compensation to the Company, in accordance with this paragraph, shall be separate from all other payments the Investor owes pursuant to their investment, including the price of purchasing the apartment and/or carrying out the adaptation works and/or legal expenses and/or notary public fees and/or translation fees and/or consultant fees and/or any of the payment and/or expense and/or charge they will be liable as a result of purchasing and/or maintaining and/or registering and/or renting out and/or owning the apartment and/or otherwise.

9. Cancelling the Agreement

9.1. Without detracting from the remaining provisions of this Agreement, the Investor may request, in writing, to cancel the Agreement, at any time and for any reason, and the services in accordance with this agreement shall end immediately after their

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request, and the notarized power of attorney, as detailed in Paragraph 13, shall be returned.

- 9.2. If the Investor cannot bear any payment and/or charge and/or expenses in connection with their investment, to any factor, and/or avoids upholding their obligations, as per 7 and/or 8 above, and/or the Company discovers that the Investor has declared bankruptcy and/or one of their material assets has been foreclosed on, and so on, and the Investor has not corrected the violation within 14 days of the Company contacting them in this regard, or within a reasonable shorter period of time, as urgency demands, this shall constitute a fundamental violation of the Agreement, and the Company shall be entitled, at its sole discretion, to conclude this Agreement and resulting services immediately.
- 9.3. Cancellation of the Agreement as per 9.1 or 9.2 above shall not exempt the Investor from fulfilling all of their obligations in accordance with this agreement, toward the Company, in full and on time and the Investor shall not be entitled to any repayment and/or credit, of any type, following the early cancellation of the agreement, for any reason.

10. Liability and Remedies

- 10.1. Without detracting from the Investor's statements in 4 above, the Investor hereby declares, confirms and undertakes the following:
- 10.1.1. Neither the Company nor any of its representatives shall be liable for any action and/or failure to act carried out by them, directly and/or indirectly, unless it has been proven that these were done maliciously, and accordingly, the Investor shall not have and hereby waives any claim and/or suit and/or demand from the Company and/or any of its representatives, together and/or separately, in this regard.

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- 10.1.2. Neither the Company nor any of its representatives shall be liable for any damage and/or flaw and/or shortcoming and/or malfunction occurring to the project and/or the apartment upon the delivery of the apartment by the development company and/or any third party, and accordingly, the Investor shall not have and hereby waives any claim and/or suit and/or demand from the Company and/or any of its representatives, together and/or separately, in this regard.
- 10.1.3. Neither the Company nor any of its representatives shall be liable for any deviation from and/or violation of the purchase agreement and/or the finishing works agreement and/or any agreement with any third party, and accordingly, the Investor shall not have and hereby waives any claim and/or suit and/or demand from the Company and/or any of its representatives, together and/or separately, in this regard.
- 10.1.4. Neither the Company nor any of its representatives shall be liable for any cost and/or additional expenses imposed on the Investor in connection with their engagement in agreements with third parties, regarding the costs estimated in this Agreement, as detailed in 4.1.6 above, and accordingly, the Investor shall not have and hereby waives any claim and/or suit and/or demand from the Company and/or any of its representatives, together and/or separately, in this regard.
- 10.1.5. Neither the Company nor any of its representatives shall be liable for any loss and/or drop in value of its investment, including any partial and/or full loss of the investment principal and/or any of its components, and accordingly, the Investor shall not have and hereby waives any claim and/or suit and/or demand from the Company and/or any of its representatives, together and/or separately, in this regard.

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- 10.1.6. Neither the Company nor any of its representatives shall be liable for any expense and/or payment and/or charge imposed on the Investor by any element and/or certified authority, in Israel and/or abroad, in connection with their investment, including any unexpected expense and/or payment and/or charge and/or as a result of changes in legislation and/or regulation and/or for any other reason, and accordingly, the Investor shall not have and hereby waives any claim and/or suit and/or demand from the Company and/or any of its representatives, together and/or separately, in this regard.
- 10.1.7. Neither the Company nor any of its representatives shall be liable for any delay and/or avoidance in finding a tenant and/or a reduction of rental fees, inasmuch as the Investor has chosen to extend the management and accompaniment services as detailed in 5.5 above, and accordingly, the Investor shall not have and hereby waives any claim and/or suit and/or demand from the Company and/or any of its representatives, together and/or separately, in this regard.
- 10.1.8. Neither the Company nor any of its representatives shall be liable for any rejection and/or refusal by the banking corporation in opening the investor account and/or issuing the credit, as detailed in 5.1.7 and 5.1.8, and accordingly, the Investor shall not have and hereby waives any claim and/or suit and/or demand from the Company and/or any of its representatives, together and/or separately, in this regard.
- 10.2. The Investor hereby undertakes to immediately indemnify, upon their first request, the Company and/or anyone representing it for any expense and/or payment and/or charge imposed on them, in connection with their investment.
- 10.3. It is hereby agreed by the parties that the Company, and it alone, shall be entitled to offset sums owed it to the Investor, under the circumstances imposed on it, for any reason, of any expense and/or payment and/or charge in connection with the

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Investor's investment, until the arrangement of full indemnification from the Investor as per 10.2 above.

11. Absence of Employer/Employee Relationships

- 11.1. The parties hereby declare and confirm that the relationship between them are those of an independent contractor and a commissioning party, and they were not, are not and will not be considered a partnership or an employer-employee relationship, at any stage.
- 11.2. The Investor hereby irrevocably undertakes to indemnify the Company and/or any of its representatives for any damage and/or expense and/or charge imposed on them, inasmuch as these are imposed, due to a claim and/or demand and/or complaint based on the argument that an employer/employee relationship existed between the parties at any stage and/or throughout this Agreement period.

12. Intellectual Property

- 12.1. The Investor hereby declares that the Propdo brand, including writing it in Hebrew and in other languages and including any of its secondary brands, as well as all other brands belonging to the Company and its shareholders, including additional brands that will be added from time to time, are the sole intellectual property of the Company and/or its shareholders, and the Investor has no and will have no rights in connection with these brands.

13. Notarized Power of Attorney

- 13.1. In order to carry out the management and accompaniment services, the Company has deposited with the Company and/or any of its representatives a notarized power

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of attorney with the wording attached to this Agreement and marked as **Appendix B**, certifying the Company to act on behalf of the Investor and represent them in all matters pertaining to purchasing the Company with the development company, in purchasing the finishing works with the finishing works company, in opening a bank account, in listing their rights in the relevant registries, and any additional action needed to manage the investment.

- 13.2. The Investor hereby declares and undertakes that inasmuch as they are requested to do so by the Company, they shall sign an additional notarized power of attorney for the purposes of any action connected with the accompaniment and management services in accordance with this agreement, as early as possible.

14. Miscellaneous

- 14.1. If the Investor is a number of individuals, each of the individual investors shall be considered liable, together and separately, for each of the Investor's liabilities in accordance with this agreement. Notices to any individual investor, provided as per 14.6 and 14.7 below, shall be considered valid notice to all of the of the individual members of the Investor.
- 14.2. This Agreement revokes any previous agreement and/or draft and/or statement and/or agreement and/or oral statement and/or written statement and/or anything else carried out, if they are carried out, between the parties, and no use shall be made of any of these to interpret this Agreement.
- 14.3. No change and/or amendment of any sort to this agreement shall be valid unless made in writing and signed by all of the parties to this Agreement.
- 14.4. No waiver and/or abstention from enforcement and/or actions and/or extensions and/or options of correcting a flaw and/or violation by either of the parties shall be considered waiving that party's rights in accordance with this agreement and/or in accordance with the law and/or as justification for the other party's abstention from

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fulfilling their obligations in accordance with this agreement and/or the law, all unless it was carried out in writing and signed by all parties to this agreement.

- 14.5. This agreement is subject to the laws of the State of Israel, and the parties hereby agree and confirm that the Tel Aviv district courts in the State of Israel shall have sole and exclusive jurisdiction in the matter of this Agreement.
- 14.6. The parties' addresses for the purposes of this agreement, including postal addresses, email address, fax numbers and so on, shall be as detailed in the introduction to the Agreement, or as altered from time to time, via written notice provided by one party to the other parties to this Agreement.
- 14.7. A message via registered mail to the address of the relevant party shall be considered a message received within 5 business days of being sent. A message via email or fax shall be considered a message received within 3 business days of being sent. A message delivered to the relevant party's address shall be considered a message received on the date of its delivery.

The parties hereby sign on [] of [], 2019

The Company

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Appendix A

The following are the details of the apartment and the basic costs covered by the management agreement.

- 1.1. **“The Project”** - A residential project called [], in the neighborhood/quarter of [], in the city of [], in the country of [], built by the development company, as defined below;
- 1.2. **“The Development Company”** - [];
- 1.3. **The Apartment”** - An apartment built within the framework of the project marked as Apartment no. [] on the []’s floor, building [], and attached parking (if any) marked as Parking Place no. [], on the [] the floor, and the attached storage unit (if any), marked as Storage Unit [], on the []’s floor;
- 1.4. **“The Investment Currency”** - [], the local currency in the investment country;
- 1.5. **“The Investor’s Currency”** - [], the local currency in the investor’s country;
- 1.6. **“The Exchange Rate”** - The representative rate of exchange from the investment currency to the investor’s currency upon signing this agreement and/or upon making the relevant payment, as the case may be;
- 1.7. **“Apartment”** - []; the apartment’s sales price, as provided by the development company;

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- 1.8. **“Estimated Cost of Adaptation works”** - []; this being the estimated cost of carrying out the adaptation works;
- 1.9. **“Legal Expenses”** - []; these being the estimated associated costs involved in signing the purchasing agreement with the development company and/or the adaptation works agreements and/or additional agreements connected to managing the apartment and/or the investment;
- 1.10. **“The Investment Total”** - [], which is the price of the apartment + the estimated cost of adaptation works + legal expenses;
- 1.11. **“The Management Fees:”** - [], which is 5% plus VAT from the total investment times the exchange rate;
- 1.12. **“The Management Fees in the Rental Period”** - 10% of the rental fee revenues plus VAT times the exchange rate;
- 1.13. **“The Additional Management Fees”** - The cost of services plus 20% plus VAT times the exchange rate;
- 1.14. **“VAT”** - Israeli Value Added Tax

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Appendix B

Notarized Power of Attorney

I, the undersigned, [], bearing a passport from the country of [], numbered [], issued on [], and in effect until [], do hereby, on [] of [], [], grant power of attorney to Propdo Real Estate Ltd., a company incorporated in accordance with the laws of the State of Israel, numbered 51-574225-2 (hereinafter: “**the Company**”) and/or any of its representatives, to represent and/or carry out and/or operate in my name and/or on my behalf and/or for me the following actions and/or part of them, all in connection with an apartment located in the country of [], the city of [], the neighborhood of [], in the project called [], by the development company [], marked as Apartment [], []the Floor, including all of its attachments (hereinafter: “**the Apartment**”), and among other things:

1. To represent and/or negotiate and/or engage and/or sign in my name an agreement and/or agreements to purchase the apartment;
2. To represent and/or negotiate and/or engage and/or sign in my name an agreement and/or agreements to purchase adaptation work services (finishing works and/or apartment design and/or apartment furnishings and so on) for the apartment;
3. To receive for myself and/or on my behalf the keys to the apartment at the conclusion of construction and/or at the conclusion of the adaptation works;
4. To represent and/or negotiate and/or engage and/or sign in my name papers opening a bank account and/or papers taking a loan and/or a mortgage and/or a lien within the framework of purchasing the apartment and/or for managing the receipts and payments for it;
5. To represent and/or negotiate and/or engage and/or sign in my name an agreement and/or agreements to rent out the apartment to any tenant and/or tenants;

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6. To act to register my name as an owner of the apartment in the relevant land registry, with any certified element and/or authority;
7. To fill out and/or sign in my name any document and/or form required in accordance with any law and/or certified authority to carry out these actions, in whole or in part;
8. To carry out and/or submit and/or deliver and/or deport and/or provide information and/or fill out any form and/or report and/or document, all in order to realize the purchase of the apartment and/or its management and/or investment in it and/or its registration in my name.

I hereby sign on , :

Full name, in English (as it appears in the passport):

Signature: _____

The Company

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