



DOM Real Estate Agency  
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## AGREEMENT FOR REAL ESTATE SERVICES

This is an agreement (hereinafter referred to as the “**Agreement**”) made on the 23<sup>rd</sup> of January 2026 by and between the following parties:

- (1) **KITA DOM REAL ESTATE AGENCY CYPRUS LIMITED**, a company registered under the laws of the Republic of Cyprus with registration number HE 400022, having its registered address at Dimitri Psatha 24, Agios Athanasios, 4102, Limassol – Cyprus, V.A.T. and T.I.C number 10400022R, registered as real estate agent, with license number 338/E and agent registry number 1100 (herein after referred to as “**The Agency**”);
- (2) **RAMAY LTD**, a company duly registered under the laws of the Republic of Cyprus with registration number 430471 having its registered address at Rodopis, 13, Lakatamia, 2314 Nicosia, Cyprus (hereinafter referred to as the “**Developer**”).

*The Developer and the Agency are hereinafter each referred to as the “Party” and collectively as the “Parties”.*

1. The Developer appoints the Agency on a non-exclusive basis to market and promote its properties in Cyprus with the aim of achieving sales.
2. The Agency acts independently, not as the Developer’s representative or partner, and has no authority to sign contracts on behalf of the Developer.

3. The Developer must provide marketing materials, property updates, and reasonable access to relevant financial documents to verify Agency fees, limited strictly to documents evidencing the specific transaction giving rise to the Agency fee.

4. The Agency must use best efforts to promote the properties professionally and protect the Developer's reputation. The Agency shall perform the Services with due care, skill, and diligence in accordance with industry standards, practices and laws.

5. The Agency earns a commission of three percent (3%) plus VAT, calculated on the net final sale price.

The commission shall become due and payable only in respect of a sale to an Introduced or Registered Buyer (as defined herein).

(a) 'Registered or Introduced buyer' is defined as a potential buyer whose full details are sent in writing by the Agency to the Developer and approved in writing by the Developer before any property viewing, discussion, or negotiation takes place. The Agency will only be entitled to commission if it was the main reason the sale happened.

(b) A buyer will not be treated as a Registered or Introduced Buyer if the Developer already knew the buyer, if the buyer came through another agent or sales channel, or if the Agency was not actively and directly involved in the sale.

6. The fee becomes due and payable within fifteen (15) business days after the Developer receives thirty percent (30%) of the net sale price from the buyer and must be paid to the Agency's designated account.

The Agency shall submit an invoice to the Developer for the commission payable under this Agreement. The Developer shall pay the invoice within fifteen (15) days of receipt to the Agency's designated account.

7. Buyer registrations will remain valid for six (6) months from the date the Developer confirms the registration in writing.

(a) This registration may also apply to affiliates, nominees, or investors connected to the registered buyer, provided that such affiliate, nominee, or investor is identified and the sale to that entity takes place within the same six (6) month period, and only where the Agency is directly

and actively involved in the sale to that company or person. For the avoidance of doubt, the mere fact that the Agency introduced or registered the original buyer shall not entitle the Agency to commission in respect of a connected buyer, particularly where the connected buyer approaches the Developer through the original buyer and not through the Agency.

(b) For the purposes of this Agreement, "Actively involved" means that the Agency took an active role in the sale by maintaining direct contact with the buyer (or the relevant company or investor), assisting with viewings or discussions, and contributing in a meaningful way to bringing the sale to completion.

(c) Merely introducing or registering a buyer, without further involvement in the sale process, or without direct involvement with the final buyer, company, or investor, shall not be considered active involvement.

(d) The Agency will not be entitled to commission for any buyer, company, or investor that is added, created, or connected after the buyer is registered, unless the Agency is directly and actively involved in that sale.

8. This Agreement shall remain in force for a period of twelve (12) months and may be terminated by either Party by giving one (1) month's written notice. The term of this Agreement may be extended only by mutual written agreement of the Parties.

Upon termination of this Agreement, commission shall be earned according to the terms of this agreement, only in respect of sales where a binding Sale Agreement was signed before the termination date.

No commission shall be payable for negotiations, offers, viewings, discussions, or other activities that do not result in a binding Sale Agreement signed prior to termination.

9. The Agency shall act in the best interests of the Developer, disclose any conflicts of interest, keep the Developer informed of all significant developments and maintain accurate and complete records of all transactions.

10. The Developer shall provide information regarding the properties, cooperate with the Agency in the performance of its services, and notify the Agency promptly of any changes affecting the properties.

11. The Developer is under no obligation to enter into any agreement or complete any sale with a buyer introduced or registered by the Agency.

The Developer may, at its sole discretion and without liability, refuse, withdraw from, or discontinue negotiations with any buyer, and such decision shall not give rise to any commission or claim by the Agency.

12. Both Parties must keep all information confidential. Neither party shall use the other party's confidential information for any purpose other than performing its obligations under this Agreement, nor disclose such information to any third party, except as required by law.

13. The Agreement is governed by Cyprus law, with disputes under exclusive jurisdiction of Cyprus courts.

14. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

15. Any amendments to this Agreement must be in writing and signed by both parties.

16. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

17. Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed duly given:

- (a) if delivered by hand, on the date of delivery;
- (b) if sent by registered mail or courier, on the date of receipt; or
- (c) if sent by email, on the date of transmission, provided that no delivery failure or bounce-back notification is received.

Notices shall be sent to the addresses and email addresses stated in this Agreement or to such other address or email address as a party may notify in writing from time to time.

18.

a) Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent that such delay or failure is caused by an event beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, pandemics, economic crisis, or governmental or regulatory measures (a "Force Majeure Event").

b) Such excuse from liability shall apply only for the duration and to the extent of the Force Majeure Event and provided that the affected Party continues to use diligent and good faith efforts to mitigate the effects of such event and to resume performance of its obligations as soon as reasonably practicable.

c) The Party affected by a Force Majeure Event shall promptly notify the other Party in writing of the occurrence of such event and in any case no later than five (5) days from the date of its occurrence, to the extent this is feasible based on the nature of the Force Majeure Event, specifying the nature of the event and its expected impact on the performance of this Agreement (this Clause shall not operate to deprive the Agency of any commission that has already become due and payable prior to the occurrence of a Force Majeure Event, but solely clarifies that no commission shall arise in respect of a transaction that does not materialise where the Force Majeure Event occurs before any commission becomes due and payable).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

<b>The Agency</b> 	<b>The Developer</b> <b>RAMAY LTD</b> 
Tetiana Koval Via authorization dated 24/12/2025 for and on behalf of <b>KITA DOM REAL ESTATE AGENCY CYPRUS LIMITED</b>	Maeiad Ali Director For and on behalf of <b>RAMAY LTD</b>

