**AGREEMENT FOR PROFESSIONAL VALUATION SERVICES**

**Appraisal Assignment**

# Date of agreement: 11/03/2014

# Parties to agreement

***Client:***

|  |  |
| --- | --- |
| Client Company / Client Name |  |
| Address  |  |
| City, State, ZIP, Country |  |
| Phone  |  |
| Fax |  |
| E-mail |  |

***Appraiser Company:***

|  |  |
| --- | --- |
| Company name | iCCS Sp. z o.o. (Ltd) |
| Address  | Rysia Street 3/2 |
| City, State, ZIP, Country | Wroclaw, Lower Silesia 53-656, Poland |
| Phone  | +48. 717 584 283 |
| Fax | +48. 717 234 336 |
| E-mail | info@iccs.pl |

Appraisers:

 Ksemenena Chrystowicz qualified Polish appraiser no. 4366

 Bogusław Stelmach qualified Polish appraiser no. 4597

Client hereby engages Appraiser to complete an appraisal assignment as follows:

# Assets identification

Plant and equipment specified by Client in statement of fixed assets according to the state of 31st of December 2013, attached to this agreement as appendix A.

# Assets type

Industrial plant and equipment.

# Intended users

Client

# Intended use

To assist Client in financial reporting.

# Type of value

Fair Value as defined by polish accounting act of 29 September 1994 (Art. 28.6).

# Date of value

Current.

# Hypothetical conditions, extraordinary assumptions

Identified plant and equipment are valued as whole, in place and as a part of the business, considered as a going concern.

# Appraisal Report

Self-Contained Appraisal Report, printed on paper.

# Delivery date

dd/mm/yyyy

# **Delivery method**

E-mail and post.

# Payment of Appraiser Company:

**35,000 PLN net (thirty five thousands PLN net) plus VAT 23%.**

The amount shall be transferred to Appraiser’s Company bank account in the time of 14 days of receipt of a valid invoice.

# Confidentiality

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

# Changes to Agreement

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

# Cancelation

Client may cancel this Agreement at any time prior to the Appraiser’s delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser’s receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

# No Third Party Beneficiaries

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

# Use of Employees or Independent Contractors

Appraiser may use employees or independent contractors at Appraiser’s discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

# Testimony at Court or other Proceedings

Unless otherwise stated in this Agreement, Client agrees that Appraiser’s assignment pursuant to this Agreement shall not include the Appraiser’s participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

# Appraiser Independence

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser’s opinion of value will be developed competently and with independence, impartiality and objectivity.

# Expiration of Agreement

This Agreement is valid only if signed by both Appraiser and Client within days of the Date of Agreement specified.

# Governing Law & Jurisdiction

This Agreement for Professional Valuation Services shall be subjected to the law of the Republic of Poland. The provisions of the Civil Code shall apply to all the matters not regulated by this Agreement.

By Appraiser (signature, date) By Client (signature, date)

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