

NON-EXCLUSIVE AGENCY AGREEMENT

This Non-Exclusive Agency Agreement (the «Agreement») is made and entered into on _____, 2018, by and between **Montegrappa Co., Ltd., a company duly registered in Thailand with Company Registration Numbered 0835547002685 whose registered office is at 88/2 Moo 2, Rawai Sub-district, Mueng Phuket District, Phuket Province Thailand** (the “Company”) and _____ (An “Agent”).

1. DEFINITIONS:

In this Agreement the following words or expressions shall have the following meanings:

- a. **‘Project’** means Calypso Condominium.
- b. **‘Unit’** means a specific apartment of the Project.
- c. **‘Non-Exclusive Basis’** means an agreement between the Project Owner and the Agent, that allows the Project Owner to have concurrent agreements with other agents to market and sell the property.
- d. **‘Buyer’** means any party with the intent of entering into a Lease or Purchase And Sales Agreement with the Project Owner.
- e. **‘Clients’** means any party that appears with any whatsoever interest in the Project.
- f. **‘Sales Contract’** means the agreement to Sell and Purchase of the Property on behalf of the Project Owner, in accordance with the terms and conditions stipulated by the Project Owner.
- g. **‘Registration Form’** means the Registration form provided by Project Owner which the Agent shall register any potential buyer with.
- h. **‘Introduction Procedure’** means Confirmation of the procedures and conditions accepted and signed by the Agent.

3. Terms of the Agent

a. Appointment And Notice

The Project Owner agrees to appoint the Agent and the Agent agrees to accept such appointment commencing on the agreement date for a period of 12 (twelve months). Either party may terminate this Agreement by giving 30 (thirty) days written advance notice to the other provided that such termination shall not affect the liability of either party to complete all outstanding payments and comply with its obligations accrued to or incurred by either party prior to or upon termination.

4. Scope of Duty

The Agent: _____ The Project Owner: _____

a. Operate a person(s) or a juristic person to execute the Agreement to Sell and Purchase or lease of the Project related to the said agreement on behalf of the Project Owner in accordance with the terms and conditions stipulated by the Project Owner.

b. Perform and represent as the Agent of the Project Owner in any transaction related to the Sale of the Project until the Buyer accepts the transfer of ownership of the Property registration from the Project Owner completely and has fully paid the purchase price.

c. Summary the information of the Buyer and the prospective Buyer and report to the Project Owner, having the following details such as name, telephone number, contact information, address, and electronic mail (E-mail Address)

5. Non-Conflict

a. In signing this Agreement, the Project Owner certifies that the terms of this Agreement are not in conflict with any prior arrangements, contracts or any other agreements to market the Property. The Project Owner is therefore fully free and disposed to enter into this contractual arrangement without any prior constraints. The Project Owner further agrees to not enter into any subsequent agreements that in any way prejudice conflict with or affect this contractual Agreement in any material way.

6. Commission fee

a. Commission fee shall include VAT of the total price at which the Property is sold.

b. The Agent shall get a commission of 10% of the unit price, not including maintenance fee, sinking fund and furniture package price as per signed reservation agreement, subject to a provided signed Reservation Form and Agreement to Sell and Purchase, plus 70 000 THB as individual bonus (Spiff).

c. The Commission fee shall become due within 7 (seven) days after having received not less than 30% of the full purchase price for of the relevant Unit paid by the Buyer as indicated in the Reservation Agreement.

The Agent:_____

The Project Owner:_____

d. Any payment to the Agent shall be made only to

Account Name: _____

Account Number: _____

Bank: _____

Swift Code: _____

Instructions: Commission Payment of Unit no. ('Unit Number') at Calypso Condominium.

7. Cancellation

a. Should the Buyer cancel the reservation to purchase the Property or terminate the Agreement to Sell and Purchase prior to the transfer date without any default of the Project Owner or fail to accept the title transfer of ownership of the Property as stated in the Agreement to Sell and Purchase which the Project Owner entitled to terminate the Agreement and forfeit all of the deposit paid by Buyer, the Agent has no right to claim any compensation/remuneration from such forfeit amount.

8. Client Registration

a. Any client registration will be accepted by the Agent that shall be registered by the Agent in writing at the Sales Office or by email and grants the Agent the right on the Commission for the registered client.

b. Client registrations shall be valid for 30 days.

c. A Client Registration shall be prolonged subject to reasonable evidence showing that such a buyer is still interested in the Project.

d. The final right on the commission shall be given to the Agent that successfully enters with the Buyer in presence into a Reservation Agreement with such.

e. Any and all expenses incurred in the sales of the Units which are to be paid or shared with the Agent must be agreed in advance and in writing in every circumstance.

The Agent: _____

The Project Owner: _____

9. Confidentiality

a. The Agent shall not disclose confidential information relating to the Project Owner or Buyer except that the information is already in the public domain. The Agent acknowledges and understands clearly that the information that the Agent receives from the Project Owner is the confidential information, thus, the Agent hereby guarantees that the Agent shall use such information only for the purpose of performing the obligations stipulated hereunder and shall not disclose the said information or use the said information for the business of the Agent or any other purposes, except the purposes of this Agreement.

b. Schedules, Annexes, attachments or appendixes attached or enclosed hereto shall form an integral part of this Agreement.

These Terms and Conditions have 3 (three) pages excluding annexes. One documents are for the Project Owner, other for the Agent. Both parties have read and understood the purposes and intentions of this Agreement and both parties agree to sign with witnesses and in doing so hereby agree to all the above terms and conditions.

The Agency

The Project Owner

Name:

Signed:

Signed:.....

Director: Mrs. Iana Larionova

The Agent:_____

The Project Owner:_____