



Non-Exclusive Agency Agreement

This Agency Agreement "Agreement" is made on the date_____

Between

Kamala Garden View., Ltd A company incorporated in Thailand with a registered address 25/3 Moo. 2, Kamala sub-district, Kathu District, Phuket, Phuket Province 83150 Thailand.
(Hereinafter referred as "Developer")

And _____
address_____

(Hereinafter referred as "Agent")

WHEREAS the developer of a housing project. **Kamala Garden View**, located in Kamala Sub District, Phuket Thailand (Hereinafter referred as a "Project")

And Both Parties Agreed as follows:

1. Non-Exclusive Representation

The Developer hereby appoints the agent to act as a non-exclusive marketing and sales agent for the List Project contained herein.

2. Term

This Agreement shall take effect as of the date of execution for 1 year, commencement date as above. If the parties do not extend the term hereof mutual written agreement at least one month prior to the expiry of this Agreement, this Agreement shall automatically be terminated upon expiry date.

3. Scope of Agent's Services:

Agent's Service may include, but are not limited to:

- (3.1) Register the name(s) and address of prospective clients with the Developer for the purposes of introducing the Project to their clients;
- (3.2) To use at all times their best endeavors to promote and extend the sales of the Project to the best of their professional ability.
- (3.3) To offer the Project and the Land for sale at the price quoted by the Developer, on current price lists.



4. Developer's Obligations:

- (4.1) The developer shall provide the Agent the sale kit and/or brochures and any available promotional materials, in quantities to be mutually agreed.
- (4.2) The Developer shall provide comprehensive information relating to the development, including where necessary; price lists, payment schedules; details of title/tenure, contract documents drawing attachments, specifications, estimated management fees.
- (4.3) The Developer shall supply details of marketing, incentives including any price discounts and furniture packages.

5. Commission and Payment

- (5.1) The Commission payable to the Agent for carrying out the Sales activities (hereinafter referred to as the "Commission") **8 % (Eight)** of the net selling price. (Not include all furniture package and Extra work order by the client
The aforementioned commission will be payable inclusive of VAT and subject to withholding tax in accordance with the law
- (5.2) The Commission payment shall be due within 15 (Fifteen) days from the date of execution of the relevant agreements and after the first installment payment (30%) is made in connection with the purchase of the Property according to the List Property.
- (5.3) No Agreement between the Developer any third party or parties shall effect the legal rights of the Agent hereunder including but not limited to the right to receive the Commission.
- (5.4) All payment from any prospective buyer or other person in connection with a possible sale of the Project shall be made direct to the Developer.

6. Default and Termination

- 6.1 Each Party shall be entitled to terminate this Agreement at anytime by giving thirty (30) days notice in writing to the other party. Termination of the Agreement under this clause shall not relieve either party of any right or obligation in respect of the other party accrued prior to the termination.
- 6.2 Should either party fail to honor any provision of this Agreement, the other party shall entitle to terminate this Agreement and shall entitle to claim damages from the defaulting party.

This Agreement shall be governed by and construed in accordance with the Law of Thailand and the forum for any legal proceeding under this Agreement will be Thai Courts.

This Agreement is maid in two copies kept by each party.

Both Parties have read and understood the entire content of the Agreement hereunder sign their names and affix company Seal (if any) in the present of witnesses.



Kamala Garden View: New Standard of holiday living, Greenery at your front door.
Develop by: Kamala Garden View Co., Ltd.
Registered address : 25/3, Moo 2 , Kamala Sub District, Kathu District, Phuket Province 83150

Signed : _____ Developer
(Mr. Sommit Sanrak)
For and Onbehalf of Kamala Garden View Co., Ltd

Signed : _____ Agent
(_____)

Signed : _____ witness
(Miss Nutthanapat Prakesong)

Signed : _____ witness
(_____)