

AGENCY AGREEMENT

This Agency Agreement is made on _____ between:

Thai Project Co., Ltd., with the registration number 0835549010600 whose registered office is situated at 47 Lagoon Road, Cherngtalay, Thalang, Phuket 83110 Thailand, hereinafter referred to as the "The Seller's Agent" on the other part.

and _____, with the registration number _____ whose registered office is situated at _____

telephone: _____; email: _____

hereinafter referred to as the "The Buyer's Agent" on the one part;

Both parties are hereinafter jointly known as the "Parties"/"Agents".

WHEREAS:

The The Seller's Agent is the appointed and lawful representative of the **Condominium project "ANDAMAYA SURIN BAY", units of Building B and C**, located in Surin, Cherngtalay, Thalang, Phuket 83110, hereinafter referred to as the "Subject Property".

1. AGENTS' SCOPE OF SERVICES

The Agents will provide the following scope of services in connection with the transactions of the Subject Property:

- 1.1 Prepare an Information Memorandum for the Subject Property, including information as agreed between the Seller's Agent and the Seller;
- 1.2 Advise each other of enquiries received, by written correspondence, and recommend a strategy for negotiating with prospective Buyers;
- 1.3 Schedule showings and show the Subject Property for sale or lease;
- 1.4 The Agents shall assist the Seller and Buyers in preparing documents and closing the deals. This will include negotiating on behalf of the Seller and Buyers and assisting in the review or preparation of all documents, approvals and related matters necessary to consummate the transactions.

2. MARKETING OF THE PROPERTY

- 2.1. The Agents agree to advertise and promote the Subject Property as a desirable vocational or residential property, and advertise the Subject Property on their website and promote it via other appropriate marketing tools.
- 2.2. The Agents may where appropriate and on the approval of the Seller's Agent advertise and place signage on web pages, in newspapers, magazines and trade journals.
- 2.3. The Agents shall to their best ability ensure and verify all information is accurate prior to advertisement of the Subject Property.

3. CONFIDENTIALITY TERMS

- 3.1. No Buyers' or Seller's contact details shall be shared between the Agents unless permission has been given in writing by the party that holds such contact information.

4. COMMISSION AND PAYMENT

- 4.1. The Agents agree that the **commission** in the amount of **5% (five percent)** will be paid to the Buyer's Agent within 10 (ten) days after the Buyer completes to make the 1st payment of the total selling or lease price in accordance with the payment schedule of the Subject Property. The Buyer's Agent acknowledges and agrees that the sum of commission may be subject to due government taxes.

4.2. The Buyer's Agent acknowledges and agrees that the commission shall be payable under the following circumstances. The full amount of the commission shall be paid only in case the selling/lease price corresponds with the selling/lease price, specified by the Seller's Agent in the project Price List. If the contracting parties agree to provide the Client with a discount, the Seller's Agent and the Buyer's Agent shall mutually agree on the bilateral compensation and amount of deduction from the respective commission payment as the case may be.

5. OTHER TERMS AND CONDITIONS

5.1. The relationship hereby established between the Agents is solely that of an independent. This Agreement shall not create a partnership, joint venture or employer-employee relationships, and nothing hereunder shall be deemed to authorize either Party to act for, represent or bind the other Party except as provided in the Agreement.

5.2. The Parties shall not have the right to assign the obligation under this Agreement to the third party, without prior written consent of the other party.

5.3. All the notices related to the fulfillment of this Agreement shall be made in written form and send to the specified addresses of either Party.

5.4. Either party may terminate this Agreement at any time by giving the other notice in writing. However any outstanding commission, or active sales leads at time of either party receiving such notice from the other will be honored and followed by the terms and conditions of this Agreement.

5.5. This Agreement shall be interpreted and governed in all respects according to the law of the Kingdom of Thailand whose courts shall have exclusive jurisdiction of any matters arising in relation to this Agreement.

IN WITNESS WHEREOF, this Agreement is made in 2 (two) identical copies. The undersigned Parties have read and understood all the contents herein stated, and then affixed their respective signatures and corporate seals to ratify all the terms and conditions of this Agreement. Each party keeps 1 (one) copy.

Signed by Seller's Agent:	Signed by Buyer's Agent:
<p>_____</p> <p>signed by Ms Raisa Sheludkina on behalf of Thai Project Co.,Ltd</p>	<p>_____</p> <p>signed by _____ on behalf of _____</p> <p>_____</p>
<p>Witness _____ _____ (name)</p>	<p>Witness _____ _____ (name)</p>