



## NON-EXCLUSIVE SALES AGENCY AGREEMENT (OVERSEAS)

### EVER PRIME RESIDENCES

This Non-Exclusive Sales Agency Agreement (the "Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

Ever Prime Development Co., Ltd, with their registered offices at 9/258 Moo 6, T. Kamala, A. Kathu, 83150, Phuket, Thailand (hereinafter referred to as the "Developer" or "Developing Company" with registration number 0835568010199), represented by Ms. Fatona Promprung, the Director

And

\_\_\_\_\_, a company incorporated and existing under the laws of Thailand, with its registered office at \_\_\_\_\_, Phuket, Thailand (hereinafter referred to as the "Agency"), represented by \_\_\_\_\_, the authorised Director with website \_\_\_\_\_ and primary contact email address \_\_\_\_\_ and mobile contact \_\_\_\_\_.

The Developer and the Agency are collectively referred to herein as the "Parties" and individually as a "Party."

#### WHEREAS:

The Developer is the owner and developer of a real estate project known as "Ever Prime Residences" located in Karon, Phuket, Thailand (hereinafter referred to as the "Project") with individual condominium units (the "Unit" or "Units").

The Developer desires to engage the Agency as its non-exclusive sales agent to promote and sell Units within the development and on the terms and conditions set forth in this Agreement.

The Agency agrees to act as the Developer's non-exclusive sales agent for the Project and to use its best efforts to promote and sell the Units under the terms outlined below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

#### 1. APPOINTMENT AND SCOPE OF AGENCY

1.1 The Developer hereby appoints the Agency as its non-exclusive sales agent for the Project. The Agency shall have the non-exclusive right to market, promote, and sell the Units within the Project on behalf of the Developer.

1.2 The Agency shall perform its obligations diligently and in good faith, utilizing all reasonable efforts to promote and secure sales of the Units

Initial Developer \_\_\_\_\_

Initial The Agency X \_\_\_\_\_



1.3 The Agency shall comply with all applicable laws, regulations, and guidelines in carrying out its duties under this Agreement.

## **2. TERM OF AGREEMENT**

2.1 This Agreement will begin on the date specified above, provided that the Developer has received all required documents from the Agency as outlined in Appendix 1. The Agreement shall remain in effect for a period of one (1) year, unless terminated earlier in accordance with the terms specified herein.

2.2 The Agreement is non-transferable to third parties or other agencies.

2.3 This Agreement may be renewed or extended by mutual written agreement of the Parties and is non-transferable to a Third Party.

## **3. DUTIES AND RESPONSIBILITIES OF THE AGENCY**

3.1 The Agency shall actively promote the sale of the Units through various marketing strategies, including but not limited to advertising, website and digital marketing and shall keep all information current.

3.2 The Agency shall keep the Developer informed of all significant developments related to the sale of the Units and shall provide regular feedback as required by the Developer.

3.3 The Agency shall maintain a high standard of professionalism and conduct in all dealings related to the Project.

3.4 The Agency shall be responsible for all expenses incurred in connection with its promotional activities, except as otherwise agreed upon in writing by the Parties.

3.5 The Agency undertakes to ensure that their client's (the "Client" or "Clients") provides accurate and up-to-date information during the registration process by email only. This information includes the Client's legal name(s) and any other information deemed necessary by the Developer for the purposes of this Agreement. The Client registration is valid for sixty (60) days from the registration date.

3.6. If a Client has already been registered by another Agency, the registration will be credited to that Agency.

3.7 The Developer will recognize the registered status of an Agency's registered Client if the Client is accompanied by the Agency during an "Online Viewing" of either the showroom or the Project. For the avoidance of doubt, if a registered Client attends an "Online Viewing" with Agency representation and subsequently purchases a Unit(s), the Agency will be entitled to receive the Commission or Compensation Fee.

Initial Developer \_\_\_\_\_

Initial The Agency X \_\_\_\_\_



#### **4. COMPENSATION AND COMMISSION**

4.1 The Developer agrees to pay the Agency a commission that is inclusive of VAT based upon the agreed sale price of each Unit sold directly by the Agency within the Project, excluding the cost of any furniture package or any additional upgrades.

4.2 The commission shall be 7% inclusive of VAT.

4.3 The full commission shall be payable to the Agency once the client has paid at least 35% of the total purchase/lease price of the Unit as cleared funds, exclusive of any furniture packages or additional upgrades. Payment shall be made within 14 days from the date that the Developer receives a complete invoice from the Agency.

4.4 The Agency shall submit invoices to the Developer for the commission due, specifying the transaction details including the Client's information. Invoices should be made in Thai Baht only and payment will be made only in Thai Baht after the deduction of any Withholding Tax as required and in accordance with accounting rules and Thailand tax regulations.

#### **5. CONFIDENTIALITY**

5.1 Except for information that is available in the public domain, both Parties agree to keep all information related to the Project, sales, pricing, and other business details confidential and shall not disclose any such information to third parties without the prior written consent of the other Party.

5.2 This confidentiality obligation shall survive the termination or expiration of this Agreement.

#### **6. TERMINATION**

6.1 Either party may terminate this Agreement in written notice at least 30 days to the other party. Termination shall not affect any compensation fee or commissions due and payable under this Agreement for transactions that occurred prior to the termination date.

6.2 Upon termination of this Agreement, the Agency shall immediately cease all promotional and sales activities related to the Project and return all confidential information and materials to the Developer.

#### **7. GOVERNING LAW AND DISPUTE RESOLUTION**

7.1 This Agreement shall be governed by and construed in accordance with the laws of Thailand.

7.2 Any disputes arising out of or in connection with this Agreement, which language shall be in English, shall be resolved through amicable negotiations. If such negotiations fail, the dispute shall be submitted to the competent courts of Thailand.

Initial Developer \_\_\_\_\_

Initial The Agency X \_\_\_\_\_



**8. ENTIRE AGREEMENT AND AMENDMENTS**

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

8.2 Any amendments or modifications to this Agreement shall be in writing and signed by both Parties to be effective.

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

**The Developer**

For and on behalf of Ever Prime Development Co., Ltd

Signature: \_\_\_\_\_  
Director; Ms. Fatona Promprung

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**The Agent**

For and on behalf of X \_\_\_\_\_

Signature: X \_\_\_\_\_

Name: X \_\_\_\_\_

Title: X \_\_\_\_\_

Date: X \_\_\_\_\_

Witness: \_\_\_\_\_

No Witness is Required if Signed by Adobe Sign or Electronically

Initial Developer \_\_\_\_\_

Initial The Agency X \_\_\_\_\_



## **IMPORTANT NOTE**

### **DOCUMENTS REQUIRED FROM THE AGENCY TO VALIDATE THE AGREEMENT**

#### **For Registered Companies**

- (i) Copy of Passport or ID Card of Director
- (ii) Copy of the Work Permit of the Director if a Foreigner
- (iii) DBD Registration (Short set)
- (iv) Tax ID Number
- (v) Your company website details
- (vi) Principal Sales Contact details for updates and communication (name, mobile, email)
- (vii) Visit to the showroom to view the project

#### **For Individuals**

- (i) Copy of Passport or ID Card
- (ii) Copy of the Work Permit if a Foreigner
- (iii) Tax ID Number
- (iv) Your website details if any
- (v) Your contact details (name, mobile, email)
- (vi) Visit to the showroom to view the project