

Real Estate Brokerage Service Agreement

This Agreement is made and entered into by and between A (hereinafter referred to as the “First Party”) and B (hereinafter referred to as the “Second Party”) with respect to a real estate brokerage service, where the First Party, which is desirous of acquiring a real estate through the brokerage service, requests the Second Party to broker the real estate deal, and the Second Party negotiates with the owner of the real estate and provides coordination services, as follows.

Article 1 Purpose

- 1 With respect to the real estate that the First Party is desirous of purchasing, the First Party requests the Second Party to introduce the Seller of the real estate to the First Party and negotiate the terms and conditions of the real estate purchase agreement with the Seller, and the Second Party accepts the First Party’s request.
- 2 This Agreement is intended to transfer the ownership and other rights of the following real estate to the First Party.

Subject real estate

XXXXXX

Article 2 Second Party’s Services

The Second Party shall negotiate the terms and conditions of the real estate deal with the real estate owner, make efforts toward the conclusion of the deal, and perform the following services (hereinafter referred to as the “Service”).

- A) The Second Party shall find out the real estate owner and introduce the real estate owner to the First Party.
- B) The Second Party shall negotiate with the Seller in favor of the First Party when engaging in the purchase negotiation for the real estate.
- C) The Second Party shall, in the best interest of the First Party, retain a real property agent, a lawyer, an accountant, and other professionals, who will be necessary for the purchase agreement and delivery of the real estate, and perform necessary clerical works related thereto.
- D) The Second Party shall, upon request from the First Party, report the implementation status of the Service to the First Party appropriately.
- E) Any other services incidental to those referred to in the preceding items.

Article 3 Escrow of Purchase Money

- 1 The First Party shall escrow with the Second Party the amount of U.S. Dollars X, which is the desired purchase price of the real estate, by transferring it in advance to the bank account designated by the Second Party. No interest shall be paid on this money.
- 2 The Second Party shall preserve the purchase money escrowed by the First Party by depositing it in an escrow account managed by an attorney and a bank or an affiliated escrow company.
- 3 When the real estate purchase agreement between the Seller and the First Party is concluded, the Second Party shall pay the escrowed amount as payment of the purchase price in the method designated by the Seller.
- 4 If the real estate purchase agreement between the Seller and the First Party is not concluded during the term of this Agreement for any reason, the Second Party shall refund the escrowed purchase money to the bank account designated by the First Party by bank transfer within one month after receiving the prescribed form of the request for refund specifying the refund account to be submitted by the First Party. However, any expenses required for the refund shall be borne by the First Party.

Article 4 Commission Fee

The commission fee received by the Second Party from the First Party shall be 10% of the desired purchase price. This commission fee shall be paid regardless of whether the real estate deal hereunder is concluded or not. The commission fee, together with the purchase money, shall be charged to the First Party after the conclusion of this Agreement.

Article 5 Cancellation Penalty

- 1 Cancellation of this Agreement is not allowed in principle. This is because, at the time when the purchase money is placed in escrow, the Second Party's partner real estate agent, lawyer, accountant, etc., have already started negotiations and legal and tax investigations, etc., for the realization of the purchase, and cancellation at this point would have a negative impact on the Second Party's future transactions, and there is a high possibility of serious damage to the Second Party's credibility. In the event of cancellation, the First Party shall pay the Second Party 35% of the purchase price as a cancellation penalty for this Agreement.
- 2 Cancellation after signing a basic real estate purchase agreement with the Seller shall be subject to the cancellation penalty stated in said agreement, in addition to the penalty for this Agreement as stated in the preceding paragraph.

Article 6 Expenses

Travel expenses to remote areas and other expenses related to the Service shall be borne by the First Party, and the First Party shall pay the actual expenses based on the request of the Second Party.

Article 7 Validity Period of Agreement

The validity period of this Agreement shall be from the date of execution hereof until XX/XX/XXX (mm/dd/yyyy)

Article 8 Renewal

The validity period of this Agreement may be renewed upon agreement between the First Party and the Second Party.

Article 9 Cancellation of Agreement

If either of the First Party or the Second Party fails to perform the obligations set forth herein in accordance with the purpose of this Agreement, the other party may demand the performance of the obligations by specifying a reasonable period of time, and if the performance is not made within such period of time, the other party may cancel this Agreement.

Article 10 Governing Law

The Agreement shall be governed by and construed under the laws of Singapore. Any disputes, controversies, or differences in opinion arising out of, or in connection with, this Agreement shall be resolved by the Singapore International Commercial Court (SICC) as the court of the first instance having exclusive jurisdiction thereover.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, and each party shall keep one copy of the originals.

Date: _____ / _____ / 2021 (mm/dd/yyyy)

First Party

Second Party

19 Keppel Road, #03-07, JIT POH Building, Singapore

Wise investment consulting Pte.ltd

CEO Taisei Yuji

Signature of

Signature of Taisei Yuji