

Annex 1: Best Practice Guide for Co-Broking Commission

1.0 All commission fee arrangements are to be agreed upon prior to any engagement with the clients.

1.1 Commission fee is payable by the client whom the agent represents. i.e. seller / landlord shall pay seller's / landlord's agent commission, buyer / tenant shall pay buyer's / tenant's agent commission.

2.0 Co-Broking Commission

2.1 DEVELOPER'S SALE (BUILDING UNDER CONSTRUCTION - BUC)

Agency	Commission Payable to Agency
Appointed Agency	Professional fee payable by <u>Developer</u>
Buyer's Agent	Co-broke fee payable by <u>Appointed Agency</u>

2.2 SALE (ALL TYPES OF PROPERTIES EXCEPT DEVELOPER SALE) *

Agency	Commission Payable to Agency
Seller's Agent	Professional fee payable by <u>Seller</u>
Buyer's Agent	Professional fee payable by <u>Buyer</u>

2.3 RENTAL (ALL TYPES OF PROPERTIES INCLUDING RENTAL OF ROOM) *

Agency	Commission Payable to Agency
Landlord's Agent	Professional fee payable by <u>Landlord</u>
Tenant's Agent	Professional fee payable by <u>Tenant</u>

2.4 ASSIGNMENT (ALL TYPE OF PROPERTIES) *

Agency	Commission Payable to Agency
Assignor's Agent	Professional fee payable by <u>Assignor</u>
Assignee's Agent	Professional fee payable by <u>Assignee</u>

* Estate Agents (EA) or Real Estate Salespersons (RES) agree to adopt the Co-Broking Commission Guide by attempting to come to an agreement to collect commission from the clients they are representing. Nevertheless, if the clients are unagreeable to paying a commission to the EA or RES representing them in the property transaction, the representing EA or RES may put up a request to collect a co-brokerage fee from the EA or RES representing the other party subject to their agreement at a co-brokerage fee to be agreed upon during co-brokering request.

In the event where sharing of commission takes place among EA or RES representing different parties, the EA or RES who is requesting for a co-brokerage fee from the EA or RES representing the other party must prepare a co-brokering agreement. The co-brokering agreement must be signed with this clause spelled in the co-brokering agreement :-

"Our client (buyer/seller/landlord/tenant/assignor/assignee)* is not agreeable to pay our agency a commission despite our attempt. We appreciate your agreement to pay our agency a co-brokerage fee as stated in this agreement. We undertake that our agency will not be accepting any commission or any fees from our client (name of client) in regards to this property transaction." [*delete where not applicable]

Example: RES AA agrees to serve buyer XX even though XX is unagreeable to RES AA's request to be paid a commission for the service RES AA rendered, RES AA may request from the RES BB to share a co-brokerage fee subject to RES BB's agreement and a fee to be negotiated.