



PROPERTY PRACTITIONER AGREEMENT

ENTERED INTO BETWEEN

Libertalia Properties

(hereinafter "the Executive")

(hereinafter "the Agent")
and

1. Introduction

1.1. The Team and the company wish to associate with each other and elect to conduct their Estate Agent activities in conjunction with each other agents as Team members.

1.2. The Agent wishes to join the company as a member in the Team.

1.3. The Team will be led by Lead the Principal agent and the rest of the executive team members in the company.

Thembisa Winston Kunene ("the Lead Agent").

2. Relationship

2.1. The Parties record that they shall at all times be independent Estate Agents conducting their independent activities and businesses as Estate Agents for the benefit of the company;

2.2. The Parties understand and record that this Agreement shall not constitute an employment agreement and that the Team Agent is not an employee of the Team. Accordingly, the Team Agent is not entitled to any of the benefits available to employees in terms of the Basic Conditions of Employment Act or any other relevant South African labour legislation;

2.3. The relationship between the company and the Team Agent shall not be deemed to be one of employer/employee and the Team Agent specifically agrees that the Team or any of its members, excluding the Team Agent, shall not in any way be liable under the provision of any legislation purporting to create an employment relationship; and

2.4. The relationship between the Team and the Team Agent is one of partnership, sharing of resources, information, systems and support to enable the Team Agent to grow his business.

3. Duration

3.1. This Agreement will commence from _____/_____/_____

3.2. The Lead Agent will have the right to review the Team's agent's agreement at any time, for whatsoever reason in his/her sole absolute and binding discretion.

4. Assurances by the Parties

4.1. The parties agree to exercise good faith in performance of their Estate Agent activities and any provisions of this Agreement as set out in the Libertalia Model and standards;

4.2. The Parties represent a specific area of expertise and will bring their individual perspectives to the Team and will consider what is best for the Team at all times;

4.3. The Parties will exercise due diligence in the pursuit and obtaining new real estate listings and vow to always act in the specifications of the Libertalia Model, Standards and Culture;

4.4. In pursuit of real estate opportunities and while conducting their activities as Real Estate Agents, the Parties will follow guidelines, models and systems established by the company.



4.5. The Parties agree to adhere to some basic responsibilities and duties, including, but not limited to:-

4.5.1. Follow-up on all real estate leads and acknowledgment of a lead within reasonable time limits and vow to give urgency to any leads sent to the Team Agent, failing to acknowledge which will result in the lead being given to another Agent on the Team at the Lead Agent's sole and absolute binding discretion; and

4.5.2. The Team Agent will make contact with the lead within one (1) hour or reasonable time of acknowledging of the lead, failure will result in the lead being given to another agent on the Team at the Lead Agent's sole and absolute binding discretion.

4.5.3. Set up buyer appointments/consultations timeously;

4.5.4. Obtain pre-approvals for all buyers;

4.5.5. Research properties available;

4.5.6. Preview all Team listings;

4.5.7. Show properties. A Showing Agent may be utilised as back-up, if the Team Agent cannot make a showing appointment;

4.5.8. Prepare and present offers in a timely and professional manner

4.5.9. Negotiate offers in good faith;

4.5.10. Estimate transfer costs including but not limited to the registration and Mortgage Bond related Fees;

4.5.11. Offer Financial assistance to all buyers;

4.5.12. The Team Agent will draw-up and negotiate all contracts. At the time of execution, the Team Agent will turnover the contract and all supporting documentation to the Lead Agent, who will take the file from contract to registration and the Team Agent will be kept informed throughout the transaction process;

4.5.13. Assist with the Mortgage Bond Origination and related financial services to secure successful transactions;

4.5.14. Assist with all requirements and fulfillment of conditions during the conditional period;

4.5.15. Hold effective open houses

4.5.16. Be available for telephone calls when scheduled;

4.5.17. Be visible and involved in the community;

4.5.18. Conducting themselves as professional members of the Team at all times;

4.5.19. The Team Agent commits to attend all scheduled team meetings conducted at the office or virtually;

4.5.20. The Team Agent will become involved in a consulting relationship with each buyer, providing correct knowledge and continued reasonable and necessary communication; and

4.5.21. The Team Agent is encouraged to take advantage of all educational opportunities offered by the company

5. Meetings

5.1. The Lead Agent will convene meetings from time to time for consolidation, updating, strategize and for any other reasons or purposes and the Team Agent will endeavour to attend same;

5.2. The Lead Agent, may at any time, and to his sole and binding discretion call a special meeting to resolve issues that require urgent attention, by providing the Team Agent with reasonable notice of same;

5.3. Any change in meeting time, date and venue will be communicated to the parties by WhatsApp on the relevant groups or by email or any necessary medium deemed fit; and

6. Fees

6.1. All expenses related to holding an active real estate license, including dues and board fees are the responsibility of the Team Agent;

6.1.1 The desk fees due are R1,200 per month inclusive of VAT. These fees are subject to an annual renewal.

6.2 All office supplies and additional office tools, resources and support will be supported by Libertalia to the Team Agents’;

6.3 The Team will provide the following:

6.3.1. Office space, office furniture, landline and office supplies; and

6.3.2. Login codes to access systems, programs and software where applicable.

6.3.3 All fees due in the above regard will be paid directly to Libertalia.

7. Unsatisfactory Activities as an Estate Agent

7.1. In the event that the Lead Agent, the Team and/or a customer of the Team Agent is not satisfied with the services provided by the Team Agent, the Lead Agent, on behalf of the Team, will be entitled to give written notice thereof to the Team Agent and to require the Team Agent to take positive steps towards remedying the declared problem within 14 (fourteen) work days. Should the Team Agent fail to remedy the declared problem within the required time, and to fulfill reasonable satisfaction then the Lead Agent, on behalf of the Team, will be entitled to cancel this Agreement with immediate effect.

8. Confidentiality

8.1. For the purpose of this clause, “confidential information” means all information referred to in Clause 11, whether in a manual or in any other form or medium, electronic or otherwise;

8.2. It is recorded that the Team Agent has given the undertakings contained in this clause in consideration of the benefit and advantages which she/he will gain by virtue of entering into this Agreement with the Team. The Team Agent hereby acknowledges that the restraints contained herein are fair and reasonable and go no further than is reasonably necessary to protect the proprietary interests of the Team.

8.3. By virtue of the fact that the Team Agent will be engaging and interacting with the Team, she/he will have and will continue to have access to the confidential information of the company.

8.4. Having regard to the above, and in order to protect the proprietary interests of the company, in the trade secrets as aforesaid, the Team Agent undertakes in favour of the Team, in addition to and without limiting any other undertakings given by the Team Agent in this clause, that:-

8.4.1. She/he will not, whether directly or indirectly, use any of the confidential information, divulge or disclose it to any other persons whomsoever, without the prior written consent of the Team;

8.4.2. Any written instructions, notes, memoranda or records of whatsoever nature relating to the trade secrets which may have been made by him/her or which may have come into his/her possession shall be:-

8.4.2.1. Deemed to be the property of Libertalia Group; and

8.4.2.2. Surrendered with immediate effect by him/her to the company on the termination date of this Agreement or on demand by the company.

8.4.3. She/he shall not retain any copies of the confidential information or make any extracts therefrom; and

8.4.4. She/he will not furnish any information or advice acquired by him/her as a result of his/her association with the Team, to any person whomsoever, which results or may result in any third parties being contracted by the company or interested in any manner whatsoever, whether directly or indirectly, in any business, firm, undertaking or company in competition to Libertalia Group.

8.5. The Lead Agent shall not, during the currency of this Agreement, or after the termination of this Agreement, be entitled whether for his/her own benefit or that of others, to make use of or avail himself/herself or derive profit from any information or knowledge specifically related to the business or affairs of the Team which she/he shall may have acquired by reason of his/her position in or association with the business of the Team;

8.6. For the avoidance of doubt, if any, no provision of this Agreement should be construed in such a way that the Team is deemed to have granted its consent to the Team Agent to disclose the whole or any part of the confidential information in the event that the Team Agent be divulged in terms of the provisions of the Promotion to Access to Information Act no 2 of 2000 (PAIA) as amended. The Team Agent shall be obliged to notify the Team immediately and without any delay when it receives such a request to enable the Team to object and approach a court of competent jurisdiction if necessary, to protect its interests; and

8.7. The parties record that the provisions of clauses **11.1 to 11.6** above shall *mutatis mutandis* apply to any confidential information of the Team Agent that might be disclosed to the Team in terms of this Agreement.

9. Copyright

9.1. The Team Agent acknowledges that Libertalia Group shall, by operation of law, become the owner of the copyright in any material, which is eligible for copyright and which is created and executed by Libertalia, whether alone or with others, in the course and scope of his/ her association with the Team;



9.2. Insofar as it may be necessary, the Team Agent hereby cedes and assigns and give permission to Libertalia Group the copyright in any work created or executed by him/her, whether alone or with others in the course and scope of his/her association with the Team;

9.3. The Team Agent undertakes not to exercise any residual rights in respect of any such work created or executed by him/her, whether alone or with others, in the course and scope of his/her association with the Team; and

9.4. All work created or executed by the Team Agent and for which copyright exists shall, unless the Team Agent establishes the contrary, be deemed to have been created and executed in the course and scope of the Team Agent's association and participation with the Team.

10. Intellectual Property

10.1. The Team Agent acknowledges:

10.1.1. That items such as procedures, training methodology and materials and any other standard or specific forms or documents remain the property of Libertalia;

10.1.2. That any finding, discovery, invention, secret process or improvement in any procedure made or developed by the Team Agent in the course and scope of his/her association with Libertalia, in connection with or in any way affecting or relating to the activities of Libertalia or capable of being used or adapted for use by the Team or Libertalia Group or in connection with its activities, shall be disclosed to the Team and shall belong to and be the absolute property of Libertalia Group; and

10.1.3. That she/he, insofar as may be necessary, will be deemed to have assigned to Libertalia Group the copyright in all present and future works eligible for copyright, including, without limitation, literary or artistic works or software programmes of which she/he may be the author, which works were or are created, compiled, devised or brought into being during the course and scope of his/her association with the Team. No consideration shall be payable by the Team or Libertalia Group to the Team Agent in respect of this assignment.

11. Liability and Indemnification

11.1. The Team Agent agrees that Libertalia group is not responsible for any expenses incurred by himself/herself and that the Team Agent has no authority to bind the Team and/or Libertalia Group in any way.;

11.2. The Team Agent agrees to indemnify the Team, Libertalia Group, its Directors and Lead Agents from any cost, Attorney's fees or liability of any nature arising from or incidental to the Team Agents' activities; and



11.3. Should there be any legal action pending, taken against Libertalia or the Team Agent, due to the Team Agent's actions or lack thereof, the Team Agent remains personally liable for all the costs to the action even after the termination of this Agreement.

12. **Breach**

12.1. Should either of the parties commit a breach of this Agreement, written notice must be given. Failure to remedy such breach within 14 (fourteen) work days of notification by the other party to remedy such breach, the other party will be entitled to cancel this Agreement without prejudice to that party's rights and to claim such damages as that party has suffered as a result of such breach and any future damages that might arise.

13. **Termination**

13.1. A written notice period to terminate this agreement of one week by either party is required during the first month of this contract and thereafter thirty calendar days written notice of termination is required.

14. **General**

14.1. This document and its appendices contain the entire Agreement between the parties and no party shall be bound by any undertaking, representation or warranty not recorded herein;

14.2. No alteration, variation, addition or agreed cancellation of this Agreement shall be of force or effect unless reduced to writing and signed by the parties, or their duly authorized signatories;

14.3. No indulgence, leniency or extension of time, which any party ("the grantor") may grant or show to the other shall operate as a waiver, or shall in any way prejudice or preclude the grantor from exercising any rights or remedies, which it would otherwise have;

14.4. If any clause or term of this agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceable or illegality goes to the root of this Agreement; and

14.5. The Team Agent shall not sell, assign, cede, transfer or hypothecate any of his/her rights under this Agreement, or delegate any of his/her obligation or duties hereunder to any person, without prior written consent

N/A

15. Commission Split

15.1. Any clients that the Team refer to the Team Agent or clients that the Team Agent generates will be subject to commission splits as recorded herein;

15.2. It is recorded that the Team Agent will work on the following commission split;

Rentals:

- 50% management fees to the Agent
- 100% administration fees to the agency
- 100% procurement fees to the agent

Sales:

- 90% to Agent and 10% to Agency

The Team Agent shall be responsible for accounting to the appropriate authorities for his/ her income tax, VAT, or any other monies required to be paid in terms of income tax legislation, or any other law.

15.3. The Team Agent undertakes to exclusively hand in all Offer to Purchases or Lease Agreements to the agency on same day as signature of same;

15.4. It is the responsibility of the Team Agent to ensure that the documentation is handed in at the office;

15.5. The Team and lead Agent undertakes that ALL deals MUST be done under the Libertia Group Model Standards and guidelines and that no deal will be done out of the scope of same;

15.6. Any clients that the Team refers to the Team Agent or any clients that the Team Agent generates on their own will be subject to commission splits: -

15.7. All listings generated by the Team Agent will be under the Team Agent's name;

15.7.2. All advertising and promotion of listings will be the responsibility of the Team;

15.7.3. Weekly contact with listing clients will be made by the Lead Agent;

15.7.4. Any listing released by the Team Agent, in the event that the Team Agent terminates this Agreement, will be subject to a 50% referral fee paid to the Team Agent upon closing and funding; and

15.7.5. Any increase in commission split for the Team Agent will be negotiated, based on performance, at the time of the annual renewal of this Agreement.

Signed at on20....

Witnesses:

1.....

TEAM AGENT

2.....

Signed aton20....

Witnesses:

1.....

LEAD AGENT

2.....

A handwritten signature in black ink, appearing to be 'W. K. M. V.', is written over the signature line for the Lead Agent.