

REFERRAL AGREEMENT (QUEENSLAND AND VICTORIA)

This Agreement is made on the date specified in **item 1** of the schedule

Between the Parties:

The party named in **item 2** of the schedule

(**"Builder"**)

AND

The party named in **item 3** of the schedule

(**"Agent"**)

RECITALS:

- A. The Builder is in the business of constructing new residential dwellings.
- B. The Agent has the knowledge, expertise and skills in marketing and selling residential development products and services, including House & Land Packages.
- C. The Builder has sought the assistance and services of the Agent to locate and secure Lots for the Builder to construct new residential dwellings.
- D. The Builder and the Agent are entering into this Agreement to record the terms on which the Agent will provide services to the Builder.

THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words have these meanings in this Agreement unless the contrary intention appears:

Agreement	Means this Agreement and all schedules and annexures.
Agent's Employees	Means members, employees or contractors of the Agent engaged to provide the sales and Agent services on behalf of the Agent
Agent Fee	means the fee payable by the Builder to the Agent pursuant to clause 6 of this Agreement and otherwise set out in item 5
Appointment Period	Means the period of appointment of the Agent as set out in item 7 of the schedule
Builder's Products	Means the suite of plans for the construction of the dwellings in which the Builder will construct
Builder's Conditions	Means the conditions set by the Builder with respect to matters the subject of this Agreement including but not limited to the Builder's minimum requirements for finance approval, land size etc.
Confidential Information	means all information relating to the business of the Builder and the Agent that is not generally known to the public including but not limited to: <ul style="list-style-type: none"> a) Any client lists, land lists, building information, software, designs, plans, pricing, advertising techniques or any other information regarding the business and affairs of the Builder and the Agent; b) Information relating to the financial affairs or business affairs of any business associate, client or customer or any other person related to or connected with the business or financial affairs of the Builder and Agent; and c) Any information relating to any customer, client, distributor or supplier

associated with the Builder and any sales or promotional material of the Builder which may be disclosed or otherwise discovered or acquired by the Builder or the Agent either directly or indirectly by or through the Builder or the Agent.

Contract of Sale of Real Estate	means a contract for the sale of real estate, being land and residential dwelling (including spec homes) for the price and on the terms set out in such contract.
Domestic Building Contract	means any binding Domestic Building Contract prepared by the Builder and executed by a purchaser for the construction of a home as defined in: <ul style="list-style-type: none"> a) <i>Schedule 1B of the Queensland Building and Construction Commission Act 1991 (QLD)</i>, where the Domestic Building Contract concerns a Lot in Queensland; or b) the <i>Domestic Building Contracts Act 1995 (VIC)</i>, where the Domestic Building Contract concerns a Lot in Victoria
Essential information	means the written evidence of the following matters to enable the Builder to commence building works: <ul style="list-style-type: none"> c) Evidence to the reasonable satisfaction of the Builder of the customers title to the Lot; d) Full details of any easements, restrictions or covenants which affect the Lot; e) Evidence to the reasonable satisfaction of the Builder of the customers capacity to pay the sum of the contract price and where monies are to be borrowed, satisfactory written evidence that any loan has been approved by the Lending Body and that the mortgage documents have been signed; f) Details of any inspections required by the Lending Body; g) Where the customer is responsible for obtaining approval, copies of any town planning approval and proof of payment of the relevant fees; and h) Where there are existing structures or vegetation on the Lot to be removed by the customer, evidence that such structures have been demolished and all debris has been removed.
House & Land Package	means the combination of a particular parcel or Lot of land along with the specific house to be constructed on that land by the Builder pursuant to a Domestic Building Contract.
Lot	means the Lot which the Marketing Agent has sourced from the registered owner of the land and in relation to which a subsequent person is then nominated (or otherwise contracts to purchase) as the purchaser.
Land Contract	means: <ul style="list-style-type: none"> a) for a Lot in Queensland, a contract of sale pursuant to the <i>Land Sales Act 1984 (QLD)</i>; or b) for a Lot in Victoria, a contract of sale pursuant to the <i>Sale of Land Act 1962 (Vic)</i> including but not limited to documents, such as nomination forms, transfers, which have the legal effect of entitling the Nominated Purchaser to become the registered proprietor of the Lot.
Lending Body	means a person or corporation which has agreed or agrees to make a loan to the customer to enable the customer to pay monies which become payable under any Sale Documentation to purchase a new residential dwelling or house and land.
Nominated Purchaser	means a person who has contracted (or otherwise been nominated by the Agent) as the purchaser of a Lot under a Land Contract or Contract of Sale of Real Estate
Related Entity	has the meaning given in the <i>Corporations Act 2001 (Cth)</i>

- Region** means the region specified in item 6 of the schedule
- Sale Documentation** means any contractual documents that may apply in relation to the acquisition of a Lot and includes (where applicable) any Land Contract, Domestic Building Contract and Contract of Sale of Real Estate
- Unconditional Contract** means a Domestic Building Contract between the Builder and a Nominated Purchaser of a Lot for the construction of a residential dwelling which:
- a) Is not subject to finance being approved;
 - b) Where a lending body has given unconditional written approval for a loan;
 - c) The Essential Information has been supplied to enable the Builder to commence building works to construct a residential dwelling; and
 - d) In either case the deposit under the contract has been paid in full.
- OR**
- means a Contract of Sale of Real Estate between the registered proprietor of the Lot and a Nominated Purchaser for the purchase of a Lot with a residential dwelling which:
- a) Is not subject to finance being approved;
 - b) Where a lending body has given unconditional written approval for a loan; and
 - c) Deposit under the contract has been paid in full.

1.2 Interpretation

In this Agreement, unless the contrary intention appears

- a) References made in this Agreement refer to this Agreement in its entirety including any Schedules or Annexures.
- b) Any term, covenant, stipulation, promise or condition made by one or more parties can only be relied upon and bind all parties provided it is given in writing and signed by the relevant party or parties.
- c) Words importing the singular include the plural and vice versa.
- d) A reference to a statute, regulation, proclamation, ordinance or by-laws includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinance and by-laws issued under that statute.
- e) A party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation), a Related Entity of the party and permitted assigns.
- f) No provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision.
- g) If any party comprises more than one (1) person, their respective liabilities under this Agreement are joint and several.
- h) Covenants and warranties implied by Law are not incorporated in this Agreement unless the relevant Law provides that certain covenants are to be implied and cannot be excluded by Agreement.
- i) If any provision of this Agreement is or becomes invalid, illegal or unenforceable, that provision will be read down to the extent necessary to make it valid, legal or enforceable and if it cannot be read down, will be severed and the other provisions of this Agreement will remain unaffected.

1.3 Agent's Employees

- a) If this Agreement requires the Agent to do an act or thing, the Agent must ensure the Agent's Employees do that act or thing; and
- b) If this Agreement prohibits the Agent from doing an act or thing, the Agent must:
 - (i) Ensure the Agent's Employees do not do that act or thing; and
 - (ii) Not allow or cause any person to do that act or thing.

2. APPOINTMENT OF AGENT

2.1 Appointment

The Builder appoints the Agent, and the Agent accepts the appointment as a non-exclusive generator introducing Nominated Purchasers of Lots to the Builder for the Builder to enter Domestic Building Contracts with for the construction of a new dwelling house (home) on the Lot(s) and to sell the Builder's Products during the Appointment Period. The Marketing Agent acknowledges and agrees that the Builder is under no obligation to enter a Domestic Building Contract with a Nominated Purchaser.

2.2 Period of Appointment

The Appointment Period will be for the period commencing on the date of this Agreement and ending on the first to occur of:

- a) The date referred to in item 7 of the schedule; and
- b) The date on which this Agreement is terminated pursuant to clause 10.

3. OBLIGATIONS OF THE AGENT

3.1 Agent's Duties

The Agent must:

- a) At the Agent's cost and expense, market and promote the sale of the Builder's Products;
- b) Only market the Builder's Products for those Lot(s) in which the Builder has confirmed are suitable to the Builder;
- c) Facilitate, assist and ensure that the purchasers of the Builder's Products return the following documents to the Builder in a timely manner:
 - (i) Properly completed and executed Domestic Building Contract;
 - (ii) Where the Builder has authority to market and promote the sale of the Lot, a properly completed and executed Land Contract or Contract of Sale of Real Estate and:
 - A. disclosure statement pursuant to the Land Sales Act 1984 (QLD), if the Lot is in Queensland; or
 - B. section 32 Vendor Statement pursuant to the *Sale of Land Act 1962* (Vic), if the Lot is in Victoria
 - (iii) Any other documents as requested by the Builder;
- d) In relation to a Domestic Building Contract, procure and collect and pay into to the nominated account of the Builder the full deposit stipulated in the Domestic Building Contract within fourteen (14) Business Days of execution of the Domestic Building Contract;
- e) Procure and collect and pay into the registered proprietor's lawyers trust account the full deposit stipulated in the Land Contract and/or Contract of Sale of Real Estate;
- f) At all times assist the Builder and the Nominated Purchaser in the negotiation and execution of all documents reasonably necessary to give effect to this Agreement by:
 - (i) Providing all of its services in a timely, honest, professional and efficient manner.
 - (ii) Securing the proper execution of all reasonably necessary documents by the purchaser within a reasonable time to give effect to this Agreement, including, but not limited to contracts, transfer of land, nomination forms, loan applications and mortgage documents, and statutory declarations

- (iii) Securing the proper execution of all reasonably necessary documents by the purchaser within a reasonable time to give effect to this Agreement, including, but not limited to contracts, transfer of land, nomination forms, loan applications and mortgage documents, and statutory declarations;
 - (iv) Securing the proper execution of any documents by the Nominated Purchaser and as requested by the Builder within seven (7) days of request in relation to the Domestic Building Contract, including but not limited to variations etc;
 - (v) Keeping the Builder relevantly informed of the status of the progress with the Nominated Purchaser on a regular basis, including, but not limited to, the signing of Land Contracts and/or a Contract of Sale of Real Estate, the status of finance applications and the execution of the Domestic Building Contract;
 - (vi) Doing all other things that the Builder may reasonably request to ensure that the Nominated Purchaser is able to obtain finance to complete and settle both the Land Contract and Domestic Building Contract or the Contract of Sale of Real Estate and otherwise comply with the Builder's Conditions.
- g) Carry out its responsibilities under this Agreement diligently and in good faith and in the manner expected of a reputable marketer of new dwellings;
 - h) Observe and comply with the provisions of all laws, Acts (including disclosing to the Nominated Purchaser that it has received a referral fee from the Builder, with respect to the Nominated Purchaser's entry into the Contract of Sale of Real Estate and/or Domestic Building Contract) and ordinances, regulations, by-laws, codes or Australian Standards, rules and the law for any requirements of any public, municipal or other authority in any way affecting or applicable to complying and performing its obligations under this Agreement;
 - i) In performing the sales and marketing of the Builder's Products, not engage in any conduct or activity which is or may be prejudicial to or damage the interests of the Builder;
 - j) Disclose to the Builder any act, matter, circumstance, thing or event which comes to the attention of the Agent and which is reasonably likely to adversely affect the Builder, the Builder's product or the Agent which may limit the ability of the Agent to strictly comply with its obligations under this Agreement;
 - k) In performing the sales and marketing activities under this Agreement, not engage in conduct which will affect the Builder's ability to enforce the Domestic Building Contract;
 - l) Not use any of the Builder's advertising or promotional material or otherwise use the Builder's name in any of its advertising material without the prior consent of Builder which may be granted with conditions;
 - m) Ensure that it and its employees and agents and contractors comply with the terms of this Agreement and all laws in relation to providing its services and not engage in conduct which is misleading and deceptive or likely to mislead and deceive;
 - n) Not advertise the Builder's Products in a manner which is inconsistent with this Agreement including not undertaking seminar style advertising without the express consent of the Builder;
Provide all necessary information to the Nominated Purchaser and as reasonably requested;
 - o) Provide all of its services in a timely, honest, professional and efficient manner;
 - p) Provide sufficient and appropriate material and brochures about the Builder's Products, to be approved in advance by the Builder;
 - q) Comply with the Builder's policies, procedures, standards, requests and directions that may from time to time be specified by the Builder and notified to the Agent. This may include legal compliance, training if considered necessary by the Builder.
 - r) Do all other things the Builder may reasonably request to ensure that the Nominated Purchaser is able to obtain finance to complete and settle the Domestic Building Contract, Land Contract and/or Contract of Sale of Real Estate (where relevant).
 - s) Disclose to the Nominated Purchaser

3.2 **No authority to enter Contract**

The Agent acknowledges and agrees that it is not authorised to enter any contract on behalf of the Builder

or otherwise make representations on behalf of the Builder in relation to the Builder's Products or otherwise.

3.3 No marketing or sales activities outside the Region

The Agent must not conduct any sale or marketing activities in relation to the Builder's Products outside the Region, including but not limited to:

- a) Meeting potential purchasers outside the Region; or
- b) Arranging for a purchaser to sign the Domestic Building Contract anywhere outside the Region.

3.4 No Fee sharing

The Agent must not share the Agent Fee unless prior approval in writing has been obtained by the Builder.

4. THE BUILDER'S OBLIGATIONS

The Builder shall at all times during the term of this Agreement, and whenever reasonably requested by the Agent, promptly consult with the Agent and provide such information as the Agent may from time-to-time reasonably request, in respect of:

- a) Pricing of construction contracts;
- b) Availability and production of building plans, specifications, construction contracts and all other ancillary and relevant documentation which is required to be signed by the Nominated Purchaser in relation to a construction contract; and
- c) Providing sufficient and appropriate material and brochures about the Builder's Products.

5. WARRANTIES AND INDEMNITIES BY AGENT

5.1 Warranties

The Agent warrants to the Builder that:

- a) It will maintain the insurances described in clause 11 during the Appointment Period;
- b) It will not advertise the Builder's Products without the prior written consent of the Builder;
- c) When it refers Lots to the Builder to be held exclusively for the Builder to construct dwellings, it has the written authority of the owner of the Lots to do so and will produce evidence of that authority when requested by the Builder;
- d) At the time the Agent refers a Nominated Purchaser to the Builder, the Agent has made all reasonable enquiries to the reasonable satisfaction of the Builder that the Nominated Purchaser has the financial capacity to pay the Builder the contract price for the construction of a dwelling under the Domestic Building Contract and, where relevant, effect settlement under a Land Contract and/or Contract of Sale of Real Estate;
- e) It will, where required by any legislation disclose (and consents to the Builder disclosing) to a Nominated Purchaser and any other person required to be notified, the Agent Fee, any commission the Agent receives or other information (as reasonably required) in connection with this Agreement;
- f) It will at all times comply with the requirements of all relevant laws.
- g) It has authority to enter into this Agreement;
- h) It and the Agent's Employees have all licences, permits and authorities to carry out their duties and obligations under this Agreement; and
- i) It and the Agent's Employees have all necessary registrations in place as may be required for it to perform its duties and obligations pursuant to this Agreement;

5.2 Indemnity

The Agent releases and indemnifies the Builder (and will keep the Builder indemnified) against any damages, costs, or expenses (including legal expenses on a solicitor-client basis) which the Builder incurs directly or indirectly from breach of the warranties or any breach of this Agreement or as a result of negligence, unauthorised or unlawful act, default or omission on the part of the Agent or the Agent's Employees or other agents

5.3 **Agent's compliance with Warranties**

The Agent's entitlement to the Agent Fee is conditional upon the Agent having complied with the warranties.

6. **AGENT FEE**

6.1 In consideration of the services provided by the Agent, the Builder agrees to pay to the Agent the Agent Fee as set out in Annexure A.

Sale of a House and Land Package

6.2 Subject to the satisfactory completion of clause 3, and the Agent complying with the Builder's Conditions, the Agent Fee for each executed Domestic Building Contract will be payable in accordance with each of the Milestones described in Annexure A, subject to the delivery of a tax invoice by the Agent to the Builder.

Sale under a Contract of Sale of Real Estate (Spec Home)

6.3 Subject to the satisfactory completion of clause 3, and the Agent complying with the Builder's Conditions, the Agent Fee for each executed Contract of Sale of Real Estate will be payable in accordance with each of the Milestones described in Annexure A, subject to the delivery of a tax invoice by the Agent to the Builder.

6.4 For the purposes of clarity, the Agent Fee is not payable in circumstances where a purchaser (including a Nominated Purchaser) has a preexisting relationship with the Builder or the purchaser has previously discussed or acquired the Builder's product in any manner at any time in the 6 months prior to the date on which the referral is made.

6.5 The Agent acknowledges and agrees that the Builder shall not be liable for any taxation or duty whether State or Federal arising out of or in connection with the sale of a Lot. The Agent hereby indemnifies and will keep indemnified the Builder from against any State or Federal tax or duty arising out of or in connection with the sale of a Lot. This cause shall survive the termination or expiry of this Agreement.

6.6 The Agent will not be entitled to an Agent Fee (or any part thereof) if they are in material breach of this Agreement. The parties agree that a "material breach" includes but is not limited to, exposing the Builder, its business or the Builder's customers' to imminent and serious harm or engaging in any misleading or deceptive conduct in relation to providing the services.

7. **CLAWBACK OF AGENT FEE**

7.1 Notwithstanding any other term or condition of this Agreement, if a Nominated Purchaser of a Lot, having signed an Unconditional Contract, does not proceed with the construction of the residential dwelling or the Domestic Building Contract or Contract of Sale of Real Estate is terminated (other than by reason of the default of the Builder), the Agent must immediately refund to the Builder all Agent Fees paid by the Builder in relation to any Unconditional Contract that does not proceed or is terminated and within seven (7) Business Days of the Agent receiving notification from the Builder.

7.2 The Builder may agree, in its absolute discretion, to deduct the amount of any Agent Fees owing under this clause from any other payments due and payable by the Builder to the Agent.

7.3 This Clause 7 does not merge on the expiration and termination of this Agreement.

8. **RIGHT OF SET OFF**

8.1 If an amount is payable by the Agent to the Builder under this Agreement, whether under an indemnity, at common law or otherwise, the Builder is entitled to set-off that amount against any amount payable by the Builder to the Agent under this Agreement.

8.2 This Clause 8 does not merge on the expiration and termination of this Agreement.

9. **GST**

9.1 **The parties acknowledge and agree that:**

a) Unless stated otherwise, all amounts set out in this Agreement are GST exclusive.

- b) The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST amount under clause 9.1(a).
- c) If this Agreement requires a party to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by another party, the amount which the first party must pay, reimburse or contribute is the sum of:
 - (i) The amount of the payment, reimbursement or contribution, less any input tax credit in respect of the payment, reimbursement or contribution to which the other party is entitled; and
 - (ii) If the payment, reimbursement or contribution is subject to GST, an amount equal to that GST.
- d) If an adjustment event occurs in relation to a taxable supply under this Agreement:
 - (i) The supplier must issue an adjustment note to the recipient within seven days after becoming aware of the adjustment; and
 - (ii) Any payment necessary to give effect to that adjustment must be made within seven days after the date of receipt of the adjustment note.

10. DEFAULT OF A PARTY

10.1 If a party ("**Defaulting Party**") at any time during this Agreement:

- a) Suspends the performance of any of its obligations or in the reasonable opinion of the other party (the "**Innocent Party**") neglects or fails to commence or to proceed in the opinion of the Innocent Party to satisfactorily perform the Defaulting Party's obligations; or
- b) Is unable to comply with any of the terms or provisions of this Agreement; or
- c) The Defaulting Party fails to carry out their obligations at a rate of progress satisfactory to Innocent Party; or
- d) The Defaulting Party indicates in writing it is unable or unwilling to perform any of its obligations under this Agreement; or
- e) The Defaulting Party becomes bankrupt or makes an assignment of his estate for the benefit of his creditors or being a corporation goes into liquidation, receivership or administration,

(each a "**default**") then the Innocent Party may advise the Defaulting Party in writing of the nature of the default or omission by the Defaulting Party which constitutes a breach of the terms of this Agreement for which the Innocent Party, at its sole discretion and without further notice, is entitled to terminate and end this Agreement at the expiration of thirty (30) days of the date of giving such notice in writing to the Defaulting Party.

10.2 The innocent party acknowledges and agrees, prior to the termination of Agreement, the parties will at all times continue to use their reasonable efforts to resolve any dispute, by attempting to agree upon a series of steps or action plans to resolve any concern or problem prior to the expiration of the thirty (30) day notice period, given by the Innocent Party to the Defaulting Party, in accordance with the provisions of clause 10.1 of this Agreement.

10.3 Consequences of Termination

On termination of this Agreement:

- a) The rights granted under this Agreement in favour of the Agent shall cease as at the date of effective termination, except subject to clause 8.1 of this Agreement, for any Agent Fee which has not been paid to the Agent based on the duties and activities of the Agent as set out in this Agreement;
- b) Any rights or obligations which have accrued to either party shall be preserved as against the other party; and
- c) The non-defaulting party shall be entitled to all reasonable expenses incurred by that party as a result of the breach.

10.4 Termination for Convenience

- a) Notwithstanding any other term or condition of this Agreement, either the Builder or Agent may terminate this Agreement for any reason, whatsoever, provided the terminating party provides the other party with not less than thirty (30) days prior written notice;
- b) If this Agreement is terminated pursuant to clause 10.4(a):
 - (i) Provided the Agent is not in breach of the terms of this Agreement, any rights or obligations which have accrued in respect of the Agent's entitlements to be paid an Agent Fee up to and including the date of termination shall remain; and
 - (ii) Save for the Agent's entitlement to be paid the Agent Fee referred to in clause 10.4(b)(i), the Agent acknowledges and agrees that the Builder has no further obligations under this Agreement from the date of termination.

11. Insurances

The Agent must maintain, during the Appointment Period, professional indemnity insurance in an amount of not less than \$5 million, accident compensation insurance in an amount of not less than \$5 million and public liability insurance for not less than \$5 million. The Agent must provide evidence of such insurances to the Builder and immediately notify the Builder if the insurance is cancelled or varied in any way.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Builder and the Agent and supersedes all previous communications, representations, promises, undertakings, agreements or arrangements that may have been entered into between them.

13. CONFIDENTIALITY

The Agent and the Builder acknowledge and agree (unless as is required by the law) that the terms of this Agreement are to remain confidential as between them whereby neither party shall divulge the terms of this Agreement to any person (except where required by law (including to the ASX) or to the parties' legal and or financial advisers) nor will they disclose any confidential information to any other person or use or attempt to use any confidential information in any manner which may cause loss or injury either directly or indirectly to either the Builder or the Agent save that it may be relied upon by either party in any proceedings arising from any alleged breach of this Agreement. The provisions of this clause shall continue to apply after termination without limit in point of time.

14. JURISDICTION

This Agreement will be interpreted according to the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts and tribunals of Victoria and any other courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

15. WAIVER AND VARIATION

A provision of or a right created under this Agreement may not be:

- a) Waived except in writing signed by the party granting the waiver; or
- b) Varied except in writing signed by the parties.

16. ASSIGNMENT

- a) Rights and obligations arising out of or under this Agreement are not assignable or transferrable by one party without the prior written consent of the other party.
- b) A party must not unreasonably withhold its consent to a proposed assignment or transfer.

17. NO RELATIONSHIP

- a) The Agent acknowledges that it is an independent contractor and is not authorised to execute any documentation binding the Builder nor is the Agent authorised to incur any debt or liability on behalf of the Builder.
- b) This Agreement does not constitute a partnership, joint venture or an employment relationship between the Agent and the Builder, and this Agreement is not exclusive.
- c) The Builder is authorised and entitled to appoint other Agents on terms similar to this Agreement.

18. ADDRESS FOR SERVICE OF NOTICES

The addresses for the service of notices under this Agreement upon each party are the addresses for the parties in the Reference Schedule in this Agreement.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute the one Agreement.

Reference Schedule

1.	Date of this Agreement		
2.	Builder	Simonds Queensland Constructions Pty Ltd ACN 144 869 643 or Simonds Homes Victoria Pty Ltd ACN 050 197 610 (as applicable) Level 4, 570 St Kilda Road, Melbourne VIC 3004	
3.	Name of Agent or Director		
	Registered Business Name		
	ABN/ACN		
	Address		
	Phone Number		
5.	Agent Fee	As set out in the column headed Agent Fee in Annexure A	
6.	Region	Queensland or Victoria (as applicable)	
7.	Appointment Period	12 months from date of this Agreement	
8	Builder Contact Person	Simon Mandragona simon.mandragona@simonds.com.au	
9	Agent Key Person Details	Name	
		Position	
		Phone	
		Email	
10	Agent Bank Account Details	Bank Name	
		Account Name	
		BSB	
		Account No	

EXECUTED AS AN AGREEMENT

EXECUTED by the duly authorised representative of **the party named in item 2 (“Builder”) of the schedule**

Name of duly authorised representative _____

Signature of duly authorised representative _____

Date _____

AGENT (INDIVIDUAL)

EXECUTED for and on behalf of **the party named in item 3 (“Agent”) of the schedule**

Signature of Agent

Name of Agent _____

In presence of:

Signature of Witness _____

Name of Witness _____

AGENT (Company)

EXECUTED by **the party named in item 3 (“Agent”) of the schedule** in accordance with section 127 of the Corporations Act 2001 (By) by:

Signature of Director/s _____
Signature of Director

Signature of Director

Print Name/s _____
Name of Director/Secretary

Name of Director/Secretary

ANNEXURE A - AGENT FEE

Item	\$Amount / %	Milestone
Total Agent Fee	\$ including GST	
First Payment	\$ including GST	<p>Sale of House & Land Package Builder will pay the agent within fourteen (14) days of the date the deposit stage payment has been paid under the Domestic Building Contract (in full) and such funds having cleared to the benefit of the Builder.</p> <p>Sale under Contract of Sale of Real Estate Builder will pay the agent within fourteen (14) days of the later of the following: (a) upon the Contract of Sale of Real Estate becoming an Unconditional Contract and (b) the Builder receiving written confirmation from the vendor that the deposit under the Contract of Sale of Real Estate has been paid (in full).</p>
Second Payment	\$ including GST	<p>Sale of a House & Land Package Builder will pay the agent within fourteen (14) days of the date that the base stage payment has been paid under the Domestic Building Contract (in full) and such funds have cleared to the benefit of the Builder.</p> <p>Sale under Contract of Sale of Real Estate Subject to the Contract of Sale of Real Estate having become an Unconditional Contract, the Builder will pay the agent within fourteen (14) days of the Builder completing each of the base and lock up for the construction of the residential dwelling being the subject of the Contract of Sale of Real Estate.</p>
Third Payment (if applicable)	\$ including GST	<p>Sale of a House & Land Package Builder will pay the agent within fourteen (14) days of the later of the date that the frame stage or lock up stage payments have been paid under the Domestic Building Contract (in full) and such funds have cleared to the benefit of the Builder.</p> <p>Sale under Contract of Sale of Real Estate Subject to the Contract of Sale of Real Estate having become an Unconditional Contract, the Builder will pay the agent within fourteen (14) days of the Builder completing the fixing stage for the construction of the residential dwelling being the subject of the Contract of Sale of Real Estate.</p>

ANNEXURE B

BUILDER'S CONDITIONS

Refund Policy

1. The parties acknowledge and agree that if following the execution of a Domestic Building Contract between the Builder and a Nominated Purchaser, and prior to the date the Builder obtains the building permit, the Nominated Purchaser:
 - a) does not proceed with construction under the Domestic Building Contract; and
 - b) the Domestic Building Contract is terminated

the Builder is entitled to retain \$1,000 (incl GST) from the deposit paid by the Nominated Purchaser under the Domestic Building Contract, in consideration of the expenses incurred by the Builder in performing its obligations prior to the termination of the Domestic Building Contract (**Retained Amount**).

2. For the purposes of clause 1, the Builder agrees to refund the balance of the deposit (less the Retained Amount) to the bank account nominated by the Nominated Purchaser (in writing) by the later of five (5) business days from:
 - a) the date of termination of the Domestic Building Contract; and
 - b) the date the Nominated Purchaser provides its nominated bank account details to the Builder (in writing).
3. If, following termination of the Domestic Building Contract between the Nominated Purchaser and the Builder, a subsequent Nominated Purchaser enters a Domestic Building Contract with the Builder for the same House & Land Package being the subject of the Domestic Building Contract referred to in clause 1, the Builder agrees to refund the Retained Amount back to the Nominated Purchaser (as referred to in clause 1) within five (5) business days of the date of the Domestic Building Contract between the subsequent Nominated Purchaser and the Builder.