

SELLING AGENCY AGREEMENT (*this Agreement*)
(Commission GST exclusive)

This Agreement is made on the 1st day of August 2024

BETWEEN: Hygge Property Pty Ltd **ACN: 620 426 708** ('Principal')

of Suite 8, 11 Davey Street, Ballarat VIC 3350

and The Trustee for Paw Daylesford Unit Trust Trading As Belle Property
Daylesford **ABN: 33 195 268 504** ('Agent')

of 58 Vincent Street, Daylesford VIC 3460

The Principal wishes to engage the Agent to provide the Services and for the Agent to refer to the Principal potential purchasers ('the Purchasers') of land and town homes on the Land ('the Properties') which the Principal has for sale.

The parties hereto agree and covenant as follows:

1 Interpretation

In this Agreement, headings and underlinings are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of word or phrase defined in this Agreement have a corresponding meaning;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (e) a reference to anything (including, but not limited to, any right) includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any annexure and schedule;
- (g) 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;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novation of, that document;
- (i) a reference to a party includes that party's successors and permitted assigns; and
- (j) 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.



2 Definitions

Agents Expenses means the reasonable interstate and/or overseas travel (including taxi fares) and accommodation expenses incurred by the Agent in performing the Services and selling the Properties in accordance with this Agreement.

Commission means the commission referred to in Item 1 of Schedule 1.

Contract of Sale means a contract in a format issued by the Principal to the Agent.

Development means the construction of civil works, townhouses/terraces/homes (as applicable) on the Land.

Friends and Family Sales means sales referred directly by the Principal where those parties are not already registered on the project sales database at the time of referral to the Agent.

GST means the goods and services tax payable in accordance with A New Tax System (*Goods and Services Tax*) Act 1999.

Initial Term means 6 months from the Operative Date.

Land means all the land known as 17 Smith Street, Daylesford.

Operative Date means the date of this Agreement.

Property Price Schedule means the property price schedule attached in Schedule 2 or as advised by the Principal from time to time.

REIV means the Real Estate Institute of Victoria Ltd.

Services means the services described in Schedule 3.

Service Fee means the amount referred to Item 2 of Schedule 1.

Sub-Agent means those sub-contractors or Estate Agents appointed by the Principal and to be managed by the Agent in accordance with clause 4 for the purpose of providing the Services.

Term means the Initial Term and any further period under clause 5.2 and 5.3.

3 Appointment

- 3.1 Subject to Clause 4, the Principal appoints the Agent to provide the Services and grants the Agent an exclusive licence to sell the Properties in accordance with the Property Price Schedule.
- 3.2 The Agent is only authorised to offer the Properties for sale at or above the prices in the Property Price Schedule unless otherwise authorised by the Principal. In accordance with Section 47A of the Estate Agents Act 1980, the Agent warrants that the Property Price Schedule is an accurate estimate of the selling price for the Properties.
- 3.3 The Agent is authorised and licensed to sell the Properties subject to the terms of this agreement but is not otherwise authorised to enter into contracts on behalf of the Principal or bind the Principal in any way.

4 Appointment of Sub-Agents

- 4.1 The Agent may recommend to the Principal the appointment of Sub-Agents for the purpose of marketing the Project for sale.
- 4.2 The Principal may elect (in its absolute discretion) to appoint those Sub-Agents recommended by the Agent to market the Project for sale.



4.3 If the Principal enters into an agreement with a Sub-Agent, it will not be in breach of this Agreement.

4.4 The Agent will manage the Sub-Agents and administer any agency agreement between the Principal and a Sub-Agent as described in clause 4.2 (except for payment of any sales commission due to a Sub-Agent, which will remain the responsibility of the Principal).

5 Term

5.1 This Agreement will commence on the Operative Date and continues for the Term, unless terminated earlier in accordance with clause 12.

5.2 At the end of the Initial Term, unless either party has given the other not less than 30 days prior notice in writing that it does not wish the Term to be extended, the Term is extended for a further period of one month.

5.3 The Term may be extended any number of times under clause 5.2 until the sale of all Properties in the Development, after which the Term of this Agreement will no longer automatically be extended, and the Agreement will expire and terminate at the end of the then current Term.

6 Agent's Responsibilities

6.1 The Agent will provide the Services to the Principal in accordance with this Agreement.

6.2 In performing the Services, the Agent will act with reasonable care and skill and in a diligent, efficient and professional manner. The Agent will act honestly and in the best interests of the Principal and must comply with all applicable laws.

6.3 The Agent must comply with all reasonable directions issued by the Principal.

6.4 The Agent will use all reasonable endeavours at all times to promote and procure the sale of the Properties.

6.5 All deposits received by the Agent shall be remitted to a solicitors trust account as advised by the Principal.

7 Performance of the Services

In the performance of the Services, and for all other purposes of this Agreement, the Agent is an independent contractor and the Agent is not an employee or agent of the Principal for any purpose whatsoever.

8 Insurance

The Agent must maintain during the term of this Agreement professional indemnity insurance cover that is for no less than \$5m per claim with a total of \$10m in the aggregate for all claims.

9 Warranties

9.1 The Agent warrants that the Agent shall maintain the insurance described in clause 8 during the Term of this Agreement.

9.2 The Principal warrants that it has supplied the Agent in writing with all relevant details and information in relation to all the material facts in respect of the Development and the Properties. The Principal directs the Agent to disclose all of the material facts provided in writing by the Principal to the Agent to all prospective and actual purchasers of the Properties.

10 Commission and Service Fee

- 10.1 Subject to clause 10.2, the following applies with respect to the payment of the Commission by the Principal to the Agent:
- (a) The Commission will be calculated at the fixed fee (plus GST) noted in Item 1 of Schedule 1 of the GST inclusive sale price of the Properties.
 - (b) The Principal will pay the Agent:
 - (i) the Commission will be paid within 30 days after the latter of the following:
 - (A) the exchange of an unconditional contract for sale with respect to a Property;
 - (B) payment of the full 10% deposit under the contract of sale (unless otherwise agreed by the Principal); and
 - (C) receipt of a valid tax invoice from the Agent to the Principal with payment terms of at least 30 days; and
 - (D) the settlement of the above-mentioned contract of sale;
 - or as otherwise agreed between the Agent and the Principal.
- 10.2 The Principal must pay any commission charged by any third party or Sub-Agent that assists with a sale of a Property on behalf of the Principal and/or the Agent (as agreed in an agency agreement between the Principal and that third party or Sub-Agent). The Principal indemnifies the Agent against any claims made whatsoever by any third party or Sub-Agent in this regard.
- 10.3 Should a contract of sale for a Property be ended or terminated as a result of:
- (a) a default by the Principal; or
 - (b) an election by the Principal to forgo a legal right to proceed with the sale,
- then the Agent will be entitled to its total Commission as calculated under clause 10.1 (a).
- 10.4 Should a contract of sale for a Property be ended or terminated as a result of:
- (a) a default by the Purchaser; or
 - (b) a lawful right of termination by the Purchaser under the contract of sale;
- then the Agent will not be entitled to the Commission which would have otherwise been payable in accordance with clause 10.1.
- 10.5 The Agent will not be entitled to any Commission or Service Fee for up to eight Friends and Family Sales. For any Friends and Family Sales thereafter, the Agent will be entitled to a Service Fee payable as per clause 10.1(b)(i).

11 Expenses

The Principal will reimburse the Agents Expenses provided the Agent obtains prior consent from the Principal.

12 Termination

- 12.1 If the Agent breaches any provision of this Agreement and does not rectify that breach within 14 days written notice from the Principal of same, then the Principal may terminate this Agreement.
- 12.2 Either party may terminate this Agreement for any reason by providing not less than 30 days written notice of same to the other party (but the appointment will not be

terminated unless it has been in effect for at least 90 days).

- 12.3 In the event that the Agent or Principal terminates this Agreement, the Principal is restrained from employing or engaging any sales staff employed by the Agent in accordance with the Services for a period of 12 months following the date of termination.
- 12.4 Despite termination of this Agreement, the Principal must pay to the Agent the total of all Commission and/or Service Fee payable in accordance with this Agreement for Properties sold before or after termination of this Agreement, including where completion/settlement of those Properties takes place after termination of this Agreement where the introduction or referral of the Purchaser by the Agent occurred prior to the termination of this Agreement.
- 12.5 Clause 12.4 survives termination of this Agreement.

13 Consequences of Breach

- 13.1 Without prejudice to any other right of either party under this Agreement in addition to any other damages to which a party may be entitled as a consequence of breach, the non-defaulting party shall be entitled to:
- (a) all reasonable expenses incurred by that party as a result of the breach; and
 - (b) where the default relates to the payment of money, interest at a rate 2% higher than the rate for time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

14 Making a complaint

Any complaint relating to commission or outgoings (including the Service Fee) can be made to the Director, Consumer Affairs Victoria, GPO Box 4567, Melbourne, Victoria, 3001 or by telephoning 1300 73 70 30.

Unless there are exceptional circumstances, Consumer Affairs Victoria cannot deal with any dispute concerning commission or outgoings unless it is given notice of the dispute within 28 days of the client (the Principal) receiving an account for, or notice that the Agent has taken the amount in dispute, whichever is later.

Commission under this clause also includes the Service Fee.

15 Dispute resolution

The Agent has procedures for resolving complaints and disputes arising from the operation of the Agent's estate agency practice. If a complaint or dispute arises, the Principal may ask the Agent and the Agent must advise.

16 Warranty of Licence

The Agent warrants that for the duration of the Term it is the holder of a valid estate agents licence in accordance with the Estate Agents Act 1980.

17 Rebate Statement - Section 48A-E of the Act

- 17.1 The Agent will not be, or is not likely to be, entitled to any rebates. A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits.
- 17.2 If the Agent is entitled to a rebate, then the Agent must complete a rebate statement approved by the Director of Consumer Affairs Victoria, at the time of signing this Agreement. If the Agent is entitled to a rebate after the date of this Agreement, then



the Agent will complete a rebate statement approved by the Director of Consumer Affairs Victoria.

18 Section 54 of the Act

- 18.1 If an agreement stating that an estate agent is to act as the sole agent for the sale of any real estate or business does not state when the sole agency is to end, the sole agency ends:
- (a) in the case of a sale by auction, 30 days after the date of the auction; and
 - (b) in any other case, 60 days after the date the agreement is signed by, or on behalf of the seller of the real estate or business.

19 Commission sharing

- 19.1 The Agent may share any money payable by the Principal under this Agreement with;
- (a) an employee who is a licensed estate agent; or
 - (b) an employee who is an agent's representative; or
 - (c) a licensed estate agent who is the Agent's business partner.
- 19.2 If the Agent wishes to share the Commission payable by the Principal under this Agreement with a person or company other than as stated in clause 19.1, then the Agent must provide the Principal with a notice of commission sharing approved by the Director of Consumer Affairs Victoria, at the time of signing this Agreement or as soon as possible after the Agent becomes aware of this after the date of signing this Agreement.

20 Principal's acknowledgments

- 20.1 The Principal acknowledges:
- (a) being informed by the Agent that the Commission and Service Fee and expenses are negotiable before signing this Agreement;
 - (b) the Commission and all other money payable by the Principal under this Agreement is payable in accordance with this Agreement;
 - (c) and agrees that his/her personal information will be collected and may be used, as provided in this Agreement;
 - (d) being informed the Agent has procedures for resolving complaints and disputes, before signing this Agreement; and
 - (e) receipt of a copy of this Agreement, at the time of signing.

21 Address for the Service of Notices

The addresses for the service of notices under this Agreement upon each party are the addresses for the parties on the first page of this Agreement.

22 Counterparts

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



23 Law and Jurisdiction

- 23.1 This Agreement is governed by the law in force in Victoria.
- 23.2 The parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

24 Entire Agreement

- 24.1 This Agreement:
- (a) constitutes the entire agreement between the parties as to its subject matter; and
 - (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

25 Severability

Any provision of this Agreement which is prohibited, unenforceable, void, voidable or illegal shall to that extent be ineffective and shall be severed from this Agreement however the validity or enforceability of the remaining provisions of this Agreement will not be affected.

26 Variation

This Agreement may only be altered or varied in writing signed by each party.

27 GST

The Principal must pay to the Agent (or third party agent) any GST payable by the Agent (or third party agent) in respect of a taxable supply made under this Agreement in addition to any money payable under this Agreement.

28 Assignment and Sub-Contracting

The Agent may not assign its interest in this Agreement without the prior written consent of the Principal.

29 Conjunctional Selling Agent

The Principal may at their sole discretion engage an 'alternate Agent' to sell individual lots on the Land. If an 'alternate Agent' fulfils a qualified sale in accordance with clause 10.1 then commission due and payable to the 'Agent' engaged by means of this agreement will be the amount shown in Schedule 1 Item 3.

30 Purchaser Database

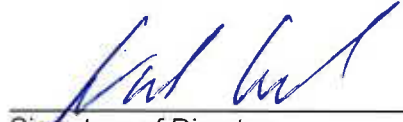
The Agent must ensure at all times that any data collected relating to enquiries of the project is able to be provided to the Principal or their Attorney in accordance with any relevant Privacy legislation and will be provided promptly upon request including but not limited to the collection of personal details of prospective purchasers.

EXECUTED as an Agreement:

Executed by Belle Property Daylesford

ABN: 33 195 268 504

in accordance with Section 127 of the
Corporations Act 2001:



Signature of Director

Will Walton

Name of Director (please print)

Executed by Hygge Property Pty Ltd

ACN 620 426 708

in accordance with Section 127 of the
Corporations Act 2001:



Signature of Witness

Catherine Webster

Name of Witness (please print)



Signature of Director

Adam Davidson

Name of Director (please print)

Schedule 1

Commission and Service Fee

Item 1	Commission	\$10,000.00 inclusive of GST per sale of each lot.
Item 2	Service Fee	Fee included above.
Item 3	Conjunctional Fee	\$5,000.00 inclusive of GST per sale of each lot.
Item 4	Key Personnel	Catherine Webster



Schedule 2

Property Price Schedules

9 Raglan Street, Daylesford VIC

Lot	Frontage	Notes	m2	Price
Lot 101	20	Builder Package Only	855	\$465,000
Lot 102	23.5	Builder Package Only	777	\$440,000
Lot 103	18	Available	776	\$459,000
Lot 104	18	Available	801	\$506,000
Lot 105	18.6	Developer HOLD	860	\$543,000
Lot 106	25.4	Homestead	-	-
Lot 107	13.9	Builder Package Only	590	\$365,000
Lot 108	21.75	Builder Package Only	893	\$495,000
Lot 109	20	Available	839	\$510,000
Lot 110	20	Available	802	\$517,000
Lot 111	19.29	Available	741	\$490,000
Lot 112	18	Developer HOLD	687	\$465,000

Schedule 3

Services

The Agent is required to provide the following sales services:

- Research and product development to maximise sales including attendances at design meetings organised by the Principal and input for design matters including product mix, layouts, features, internal, external design and common areas, facilities etc;
- Develop and implement the sales strategy for the project;
- Attendance to the site and any relevant functions;
- Contribute to the design of the sales and marketing office or displays (if appropriate);
- Research the competition to provide feedback for comparison to enable the Principal to deliver a product that has a competitive market edge;
- Liaise with other sales agents, sales advisors, website designers, advertising and all other marketing consultants as appointed by the Principal from time to time;
- Input to briefs for all promotion executions, including delivery - ie. brochures, signage, points of sale, channel presentations, sales kits, sales office, website etc;
- Review marketing program and budget in accordance with the Principal's reasonable requirements;
- Attend weekly project meetings as required and provide a summary of weekly activity in advance of those meetings;
- Provide a monthly sales report for issue as part of the project monthly report using data collated in the sales database and to the Principal's desired format and standard.
- Facilitate execution of contracts of sale for land and home construction;
- Assist, if required, briefing valuers to facilitate settlement of land; and
- Maintain level of contact with purchasers during construction.



