



Kenekt

REFERRAL AGREEMENT

Parties

1. KENEKT Co Pty Ltd
(**KENEKT**) (ABN 13 660 649 696) Level 4, 11 York Street, Sydney, 2000 1300
KENEKT | team@kenekt.com.au
 2. The individual or entity accepting this agreement (Referrer)
By ticking the acceptance box on KENEKT PORTAL, the Referrer confirms that the details they have provided during registration / onboarding are true and correct, and those details shall form part of this agreement.
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Recitals - Kenekt Referral Agreement

- A KENEKT holds, from time to time, appointments to sell interests in residential properties.
 - B KENEKT may, in accordance with this Agreement, engage third parties to assist it to market residential properties for sale.
 - C The Referrer may, in accordance with the terms of this Agreement, refer parties to KENEKT and provide certain Services where licensed to do so.
 - D KENEKT will pay a Referral Fee to the Referrer when a Buyer is introduced/referred to KENEKT, in the course of providing the Services or otherwise, subject to the terms of this Agreement.
 - C Access to the Kenekt Marketplace is free as long as you sell at least one package every three months.
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AGREEMENT

1. Definitions & Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise indicates:

Agreement means this agreement and any schedules, annexures or variations.

Agreed Fee means the amount specified in Schedule 1 and any Agreement Annexure or any other agreed amount in writing between parties.

Buyer means a Buyer or Prospective purchaser of a Lot introduced by the Referrer.

Contract of Sale means an agreement or contract of sale to purchase a Lot issued from the Developer and/or Builder to a Buyer

End Date means 1 year from the date of this agreement.

Packages mean House and Land Packages or Lot/Unit

Lot(s) means any property for sale, as indicated in Schedule 1, and any other lots as requested by the referrer or offered from time to time by KENEKT.

Term means the period commencing on the Commencement Date and ending on the End Date.

We/Us/Our/KENEKT means Kenekt Co Pty Ltd (ABN 13 660 649 696) and includes its successors and assigns. **You/Your/Referrer** means each of the person's names as Referrer and includes their executors, administrators, successors and permitted assigns.

Supplier means a Builder, Developer or anyone supplying Packages to KENEKT to market.

Kenekt Aggregate Portal means any technology used where a combined stock list is presented with data from multiple Suppliers.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision, including any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation or regulations issued under that legislation or legislative provision;
 - (b) words denoting the singular number include the plural and vice versa;
 - (c) a reference to anything (including any rights) includes a part of that thing;
 - (d) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; (e) words denoting any gender, including all genders;
 - (f) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented, varied or replaced from time to time;
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- (g) a reference to any party to this Agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted agents;
- (h) where words or phrases are given a defined meaning, any part of speech or grammatical form of those words or phrases shall have a corresponding meaning;
- (i) a reference to a clause is a reference to a clause in this Agreement;
- (j) a reference to a schedule, annexure or attachment is to a schedule, annexure, or attachment which forms part of this Agreement;
- (k) the words, including and includes and other cognate expressions, indicate what is included without limiting what may be included;
- (l) all monetary amounts are in Australian dollars unless otherwise stated and
- (m) no rule of construction will apply to the provision of this Agreement to the disadvantage of a party merely because that party put forward the provision or would otherwise, benefit from it.

2. General

- 2.1 This Agreement replaces any previous agreement between you and us relating to referrals.
- 2.2 In addition to any express right we may have to vary this Agreement, we may vary this Agreement at any time by written notice to you. Any variation takes effect from the date we specify in the notice provided that any variation shall not affect the Referral Fees payable on referrals existing as of the date of the variation.
- 2.3 If two or more persons are named as agents, then any of you jointly and each of you individually are bound to comply with this Agreement.
- 2.4 This Agreement is governed by the law in force in the place where it is made.

Scope of Agency

- 3.1 Acknowledgement and Authority to Sell
KENEKT represents that it is authorised to:
 - (a) arrange the sale of certain packages from time to time as supplied to the Referrer with a view to effecting a Qualifying Contract; and
 - (b) deliver to the Developer and/or Builder for Execution of any Qualifying Contracts.
 - 3.2 Scope of Agency
 - (a) The Referrer has the authority to introduce potential Buyers to KENEKT
 - (b) You must act on our behalf only in exercising your rights and carrying out your duties included in this Agreement and any guidelines we issue. You must not purport to act on our behalf in any other way or bind us in any other way.
 - 3.3 KENEKT Covenant
KENEKT and its related entities will not seek, solicit or entice work from, or provision of services to Buyers referred to KENEKT by the Referrer, whose work/services are in direct competition with services provided by the Referrer.
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4. Time for Payment of Agreed Fee

- 4.1 The Agreed Fee for each successful sale is payable in instalments according to the schedule set by the Supplier.
- 4.2 Payment terms may change depending on the builder, developer and product type. For example, a number of builders may pay the first 50% at land settlement. In other situations, certain builders prefer to offer fees over three tranches. Payment terms will be notified to the referrer upon lodgement of EOI.
- At all times, KENEKT shall endeavour to outline the terms of payment to the referrer at the time of providing the project information before the time of sale.
- 4.3 Where an EOI is unsuccessful or a contract is terminated, no part of the Agreed Fee is payable.
- 4.4 Where a Direct Agreement occurs between the Referrer and a Builder, KENEKT is not responsible for fee contract establishment, fee payment or invoicing.

5. Obligations of the Referrer

5.1 The Referrer must:

- (a) ensure that it takes out and maintains throughout the terms all necessary insurance and/or licences and/or authorities that the Referrer must maintain and take out given the nature of the Referrer's business;
- (b) ensure that it complies with any legislative obligations and/or requirements relating to the interests of KENEKT, including but not limited to any disclosures that the Referrer must make to a Buyer given the provisions and entitlements of the Referrer under this Agreement;
- (c) comply with any reasonable request and direction given by KENEKT in relation to the Packages or other offering in any aspect of this Agreement;
- (d) at all times comply with the provisions and requirements contained in this agreement.
- (e) ensure that when dealing with Buyers and referring them to KENEKT, Referrer and/or its officers, employees, referrers or salespersons do not:
 - i. breach any of the provisions of the Competition and Consumer Act 2010 (Commonwealth), or any other applicable legislative requirement; and
 - ii. engage in any unethical practices that may leave KENEKT open to criticism;
- (f) ensure that all persons dealing with Buyers and referring them to KENEKT hold all necessary licences and authorisations required by law, having regard to the position and duties of that particular person and the nature of the Referrer's business;
- (g) act loyally and faithfully towards KENEKT and in the best interests of the Client.
- (h) When a Package has been supplied by KENEKT Business Development Managers, following the Buyer presentation, KENEKT expects timely feedback on the outcome.

6. Confidentiality

6.1 The Referrer acknowledges that during the Term, it may become acquainted with or have access to Confidential Information and agree to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to or use by any other person, firm or company.

7. Referrer and Agent Indemnities

7.1 The Referrer must, in connection with any matters arising under the terms of this Agreement, exercise the level of professional skill and care that might be expected of a reasonably competent person engaged in the same business as the Referrer.

7.2 The Referrer must not:

- (a) make factual statements, representations, promises, or give assurances or warranties of any kind in relation to or in connection with the Packages or other offering, the Lots or any other matter whatsoever to any Buyer or any other person, whether wholly or partly written or oral;
- (b) hold itself or any of its employees, officers or agents out as an agent for KENEKT;

7.3 The Referrer indemnifies KENEKT in respect of all claims, losses, damages, and liabilities (including, without limitation, legal and other costs and outlays on a full indemnity basis) whatsoever, arising directly or indirectly out of or in connection with:

- (a) any breach or default by the Referrer of this Agreement; or
- (b) any claim by a Prospective Purchaser arising directly or indirectly from or in connection with:
 - i. that Prospective Purchaser's relationship with the Referrer;
 - ii. any act or omission of the Referrer.

8.1 The relationship between KENEKT and the Referrer is that of referring parties.

8.2 This Agreement does not (a) constitute a partnership or a joint venture between KENEKT and the Referrer;

- (a) authorise a party to assume or create any obligations on behalf of the other party except as specifically permitted under this Agreement; and
- (b) constitute the relationship between KENEKT and the Referrer as that of employer and employee.

9. Exclusions

9.1 KENEKT and the Referrer agree that notwithstanding the other terms of this Agreement, KENEKT may, in its complete and unfettered discretion, withdraw any House and Land Package or Lot/unit from sale at any time without any right of claim by the Referrer against KENEKT.

10. Cancelled Contracts

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- 10.1 Where a Contract of Sale is terminated or does not settle, the referrer will, within 14 days of demand by KENEKT, refund to KENEKT the Agreed Fee (or portion thereof) paid to the referrer concerning the Contract of Sale.

11 Payment

11.1 Payment

KENEKT will pay the Referrer the Agreed Fee as and when payments are received from the Supplier. Such payments will be made within 14 days of receipt of payment from the Supplier on the issue of invoice by the Referrer.

11.2 Fee Adjustments

Should the need arise to consider amendments to the agreed fee structure, then any proposed changes shall be agreed to in writing by all parties and form part of this agreement. No adjustment to the agreed fee will be made unless there is an express written agreement by all parties. An example of this could be:

- (a) the referrer decides to offer \$X of their fee as a discount to the buyer.
- (b) the nominated builder, developer, KENEKT and referrer (or any combination thereof) agree to contribute \$X to assist with keeping a sale active due to financial challenges or any other reason.

11.3 Supplier Cancellation / Non Payment

If a Builder or Supplier delays payment or fails to pay KENEKT, the corresponding adjustment will be made to the agreed Referral fee.

12. Variation to this Agreement

- 12.1 Any variation or amendment to this Agreement is of no force and effect unless it is in writing and signed by or on behalf of the parties.

13. Termination

13.1 Termination

Either party may terminate this Agreement at any time by giving at least fourteen (14) days' written notice to the other party of its intention to do so, the Referrer may terminate this Agreement at any time by giving written notice to KENEKT.

13.2 Termination by default

A party may terminate this Agreement with immediate effect by giving written notice to the other party if;

- (a) an Insolvency Event occurs which affects a party; or
 - (b) the other party fails to comply with an obligation under this Agreement and, if the failure is capable of remedy, fails to remedy that breach within seven (7) days after receiving notice from the unaffected party requesting it to do so.
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KENEKT may terminate this Agreement at any time by giving written notice to the Referrer.

13.3 Expiration or Termination

Expiration or Termination of this Agreement shall not affect the Referrer's right to receive any Referral Fee in accordance with this Agreement for any Lot which proceeds to settlement provided:

(a) the Qualifying Contract was dated during the term of this Agreement.

13.4 On termination or expiry of this Agreement, the Referrer must:

(a) return to KENEKT all samples and publicity, promotional and advertising material used in marketing the Packages either created by the Referrer or supplied by KENEKT to the Referrer;

(b) direct any enquiries in respect of the Packages and the Lots from any Prospective Purchasers or other members of the public to KENEKT without delay;

(c) immediately cease using the intellectual property of KENEKT and return all originals and copies of all documents and information in any form containing or covering in any way any part of the intellectual property of the Client; and immediately cease carrying on the Referrer's duties and activities under this Agreement.

14 ADVERTISING PROPERTIES

14.1 KENEKT consents to the Referrer displayed on its website and to its database projects listed with KENEKT subject to the following conditions:

14.2 The Referrer shall request in writing which projects it wishes to display on its website and KENEKT must approve the request.

14.3 The Referrer agrees that it shall not advertise or market any projects in any manner except as allowed by this clause.

Guidelines:

(i) The exact lot number and property address must not be shown.

(ii) The Builder's name, logo and marketing collateral must not be used.

(iii) The floor plan and façade images may be used.

(iv) The price must be the one shown in the Kenekt portal.

(v) A Referrer must not promote more than five packages at any one time.

(vi) Advertising on internet portals such as REA, Domain, and similar websites is prohibited.

15 Proper Law, Jurisdiction



- 15.1 All parties to this Agreement agree to comply with all relevant laws and not misrepresent the others (or other parties implied by this Agreement) products and services to any and all clients or potential clients or suppliers.
- 15.2 This Agreement is governed by and construed in accordance with the laws of New South Wales.
- 15.3 Actions, suits or proceedings relating in any way to this Agreement or documents or dealings contemplated by it may be instituted, heard and determined in a court of competent jurisdiction in New South Wales.

16 Referrer Engagement & Minimum Usage Requirements

16.1 Fees and Minimum Usage Requirements

Kenekt offers access to its proprietary data aggregation service on a **complimentary basis, free of any subscription charge**, subject to the following conditions:

The Referrer agrees to complete a minimum of **One (1) unconditional sale per quarter through Kenekt**. Failure to meet this threshold may, at Kenekt's sole discretion, result in suspending or terminating access to the Platform and its associated data and services.

16.2 Referrer Engagement & Restrictions

For Referrers with existing direct relationships with Developers or Builders, the use of the Kenekt platform does not override those existing arrangements. In such cases, users should refer to stocklists or updates received directly from those parties before initiating searches or inquiries via Kenekt.

Kenekt is intended to be used when direct sourcing of stock is not possible unless you choose to use KENEKT solely. All user activity, including searches and inquiry submissions, is monitored. Referrers are expected to convert a reasonable number of inquiries into transactions as part of the platform's fee-free access model. Excessive use of the platform without genuine engagement, conversions, or constructive feedback may result in restricted access.

Kenekt must not be used solely for browsing stock with the intention of bypassing the platform to contact Builders or Sellers directly. If a user requests documentation or property information from Kenekt and subsequently engages directly with a Developer or Builder without transacting through Kenekt, the user's access may be permanently revoked.

Failure to meet the expected usage standards, as stated in 16.1, constitutes a breach of this agreement and may result in the revocation of access to Kenekt's platform, associated data, and digital assets. These restrictions are deemed reasonable, necessary, and enforceable to protect Kenekt's commercial interests and proprietary relationships.

16.3 Breach Management and Confidentiality

Kenekt acknowledges that any information collected through the platform concerning the Referrer, including but not limited to buyer names, contact details, purchasing intentions, or any transaction-related data ("Buyer Information"), constitutes confidential information. Kenekt agrees not to use, disclose, or exploit such information for any purpose outside the scope of this Agreement and

will treat it with the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

Kenekt further commits to safeguarding the integrity of the Referrer's business relationships. This includes but is not limited to refraining from contacting any buyers introduced or managed by the Referrer or taking any action that may interfere with, undermine, or circumvent the Referrer's relationship with those buyers.

In the event that a breach of this Agreement is reported — including but not limited to unauthorised contact with buyers, misuse of buyer data, or attempts to bypass the Referrer — Kenekt will initiate an internal review and take appropriate remedial action within five (5) Business Days of the breach being reported.

16.4 Clawback and Dealings with Suppliers

Despite any rule of law or equity, the Referrer agrees that they must not contact, negotiate with, or have any dealings of any kind with any supplier introduced by KENEKT ("Supplier") without Kenekt's explicit prior written consent. This restriction does not apply to Suppliers with whom the Referrer had an established relationship or agreement prior to the execution of this Agreement.

If the Referrer enters into any agreement, transaction, or arrangement with a Supplier initially introduced by KENEKT, whether or not a KENEKT Business Development Manager (BDM) was directly involved, the Referrer acknowledges that KENEKT is entitled to charge and recover its standard fees as if the transaction had been conducted through KENEKT.

The obligations in this clause survive the termination or expiry of this Agreement for a period of 12 months.

17 Referrer Support Tiers

KENEKT provides four levels of support to Referrers, with Agreed Referral Fee splits depending on the role KENEKT plays in progressing the buyer.

17.1 Standard KENEKT Tier

The Referrer manages the buyer relationship independently. KENEKT has **no contact with the buyer at any stage of the process**. In this case, the **Referrer retains full Agreed Referral Fee payable to the Referrer by KENEKT**.

Example: On a \$33,000 (incl. GST) Agreed Referral Fee, the Referrer retains \$33,000.

17.2 Deal Support (30% KENEKT Share)

The Referrer has already introduced the property to the buyer and conducted an initial discovery chat. The Referrer then requests Kenekt's assistance in closing the deal with the buyer. In this case, KENEKT charges 30% of the Agreed Referral Fee.

Note: Kenekt is not responsible for a buyer outcome. We provide support and guidance on the process of closing.

Example: On a \$33,000 (incl. GST) Agreed Referral Fee, Kenekt's share is \$9,900, and the Referrer retains \$23,100.



17.3 Discovery & Presentation Support (50% KENEKT Share)

The Referrer introduces the buyer to KENEKT, but asks KENEKT to conduct both the discovery discussion and the property presentation. KENEKT and the Referrer work together in managing the buyer's journey. The Referrer then requests Kenekt's assistance in closing the deal with the buyer. In this case, KENEKT charges 50% of the Agreed Referral Fee.

Note: KENEKT is not responsible for a buyer outcome. We provide support and guidance on the process of closing.

Example: On a \$33,000 (incl. GST) Agreed Referral Fee, Kenekt's share is \$16,500, and the Referrer retains \$16,500.

17.4 Lead Management (70% Kenekt Share)

The Referrer provides the buyer's contact details to Kenekt and does not stay directly involved in the sales process. Kenekt manages the buyer relationship end-to-end (B2C) and completes the sale directly. The Referrer receives a lead fee. In this case, Kenekt charges 70% of the Agreed Referral Fee.

Note: Kenekt shall have no liability or responsibility for the outcome of any lead and will perform its obligations on a best-efforts basis only.

Example: On a \$33,000 (incl. GST) Agreed Referral Fee, Kenekt's share is \$23,100, and the Referrer retains \$9,900.



18 Kenekt Disclaimer

Kenekt staff and/or their agents acting on their behalf are expressing their opinions and are not offering advice, nor providing any legal, accounting, or financial advice.

The information provided does not take into account your individual objectives, financial situation, or needs. We recommend that you obtain independent financial, legal, and taxation advice before making any decision.

You must agree that you are not reliant on the views expressed by Kenekt, its staff, and/or its agents, but rather have used your own judgment or conclusions as to the suitability of an opportunity or particular product.

Should you or your company require legal or other professional advice, you should seek the services of an appropriately qualified professional. If you decide to engage any professionals introduced by Kenekt, you do so at your own discretion and such engagement is strictly between you and the professional.

No entity or person guarantees the performance of a property. The information provided is general in nature and any examples given are for illustrative purposes only. Any price indication is not a valuation and should not be relied upon or treated as such. Prices, if indicated, have been estimated based on recent market evidence in the locality for comparable properties, to the extent available, and may not include GST.

Kenekt does not guarantee, warrant, or represent the correctness or integrity of any information contained herein (including any attachments or links), nor that this communication is free from interference, interception, or viruses.

Furthermore, the intended recipient acknowledges that Kenekt will not be liable for any errors, inaccuracies, or omissions contained in the data provided, nor will Kenekt be liable for any other defect, interference, or virus.

SCHEDULE 1: Fees

* Fees will vary per development.

* Agreed fees will be notified when an EOI has been agreed upon through written notice and will form part of this agreement.

