

## **GENERAL PROPERTY SALE MANDATE TERMS**

### **HL HALL PROPERTIES (PTY) LTD**

Registration Number: 1970/008171/07  
(hereinafter referred to as “the Company”)

and

the **BROKER**

being an independent property practitioner, registered as such in terms of the Property Practitioners Act 22 of 2019 who, by its registration on the Company’s online broker portal hereby acknowledges having read, understood and accepts the terms and conditions, of its appointment as a property practitioner electronically.

The Parties agree as follows:

### **1. INTRODUCTION**

- 1.1 The Company is a township developer specialising in the conversion of land from agricultural land to development land. The Company sells erven in townships or portions thereof or, in certain instances, farm portions to third parties for their development in accordance with the proclaimed zoning and development controls or a future zoning and development controls approved by the City of Mbombela Local Municipality through a subsequent town planning application.
- 1.2 The Broker is willing and able to market the Company’s properties as identified and to introduce prospective purchasers for those specific properties to the Company.
- 1.3 This is a general, non-exclusive mandate.
- 1.4 By accepting the terms set out herein electronically, the Broker agrees that the terms of its mandate shall be as set out herein.

### **2. DEFINITIONS**

In this Agreement, unless inconsistent with the context:

- 2.1 “Agent” means the registered property practitioner employed by the Broker and holding a FFC.
- 2.2 “Broker” means the registered Property Practitioner who binds itself to this mandate registered on the Company’s platform.
- 2.3 “Company” means HL Hall Properties (Pty) Ltd.
- 2.4 “Effective Cause” means the actions of the Broker that directly result in a binding sale agreement and transfer of the relevant Property to a third party. It requires introducing a willing and financially able buyer to the property and acting as the decisive factor in the conclusion of the transaction.
- 2.5 “FFC” means a Fidelity Fund Certificate issued by the Property Practitioners Regulatory Authority (PPRA) in terms of South African law.
- 2.6 “Mandate” means the general authority granted to the Broker by the Company to market Property on behalf of the Company.
- 2.7 “Property” means any immovable property listed and assigned to the Broker by the Company from time to time.

2.8 “Property Practitioner” means the Broker, being a director of a company, member of a close corporation, trustee of a trust, partner of a partnership, or owner of a sole proprietorship that operates as a property practitioner.

### **3. APPOINTMENT AND NATURE OF MANDATE**

3.1 The Company hereby appoints the Broker and the Broker accepts such appointment to act in terms of a non-exclusive, general mandate to market and introduce prospective purchasers of Property to the Company.

3.2 The Mandate relates to Property assigned to the Broker by the Company from time to time.

3.3 The Broker shall not have authority to bind the Company or conclude any agreement on its behalf.

3.4 The Mandate shall be at specific selling prices and on commercial terms as determined by the Company in consultation with the Broker.

### **4. STATUS OF BROKER**

4.1 The Broker acts strictly as an independent contractor.

4.2 Nothing in this Agreement shall create an employment relationship, partnership, joint venture, agency, or fiduciary relationship between the Parties.

4.3 The Broker is responsible for all operational costs, taxes, licences, and regulatory obligations arising from their activities.

### **5. FIDELITY FUND CERTIFICATE REQUIREMENTS**

5.1 The Broker warrants that both it and the Agent or Agents hold and will at all times hold valid FFC’s issued by the PPRA for the year of operation.

5.2 The Broker shall furnish the Company with proof of valid FFCs upon acceptance of this Mandate and annually thereafter.

5.3 No commission shall be payable to the Broker or the Agent unless both hold valid and compliant FFCs for the year in which the transaction is concluded and transfer is registered.

5.4 The Broker indemnifies the Company against any claim, penalty, or regulatory consequence arising from invalid or expired FFCs held by either the Broker or the Agent.

### **6. COMMISSION**

6.1 The commission payable on the sale and transfer of Property to a third party purchaser is 3% (three percent) of the gross selling price. Commission is excluding VAT.

6.2 Commission shall be deemed earned and be payable as follows:

6.2.1 A valid and binding sale agreement has been concluded, reflecting the Broker as having been the Effective Cause of the sale;

6.2.2 Transfer of ownership has been registered in the purchaser’s name;

6.2.3 Both the Broker and the Agent hold valid FFCs.

6.3 The Company shall be entitled to withhold payment until valid FFCs have been furnished.

### **7. OBLIGATIONS OF THE BROKER**

7.1 The Broker shall:

7.1.1 Proactively market and promote Property for sale professionally and ethically in accordance with a marketing strategy and programme to be agreed with the Company;

- 7.1.2 Present all offers received to the Company without delay;
- 7.1.3 Adhere to all PPRA regulations and applicable South African laws;
- 7.1.4 Use only marketing materials approved by the Company;
- 7.1.5 Maintain confidentiality and protect the Company's intellectual property;
- 7.1.6 Use sale agreement documentation provided by the Company or pre-approved by the Company.

## **8. OBLIGATIONS OF THE COMPANY**

8.1 The Company shall:

- 8.1.1 Identify the property and provide relevant Property information and documentation;
- 8.1.2 Assist with negotiation, preparation of sale agreements, and closing where necessary;
- 8.1.3 Pay commission subject to the terms of this Agreement.

## **9. EFFECTIVE CAUSE AND COMPETING CLAIMS**

- 9.1 Commission shall be payable only to the Broker who is reflected in the sale agreement as having been the Effective Cause of the sale.
- 9.2 Where multiple Brokers claim Effective Cause, the Broker hereby indemnifies the Company against any claims for commission by any other property practitioner.
- 9.3 The sale agreement shall contain provisions in terms of which the purchaser warrants in favour of the Company, that the Broker or the Agent, as the case may be, was the Effective Cause of the sale and transfer.

## **10. CONFIDENTIALITY**

- 10.1 All information provided by the Company to the Broker shall be treated as confidential.
- 10.2 Such information shall not be published, reproduced, or utilised for purposes unrelated to the Company's business;
- 10.3 The Broker, on fulfilment of its obligations in 7, will adhere to the POPI Act.

## **11. TERMINATION**

- 11.1 The Company may, in writing, terminate this Agreement immediately in the event of:
  - 11.1.1 Misconduct or misrepresentation by the Broker;
  - 11.1.2 Invalid or expired FFCs;
  - 11.1.3 Breach by the Broker or Agent of regulatory obligations;
  - 11.1.4 Conduct prejudicial to the Company's business or reputation;
  - 11.1.5 The Broker not actively carrying out its duties in 7.1.
- 11.2 The Broker may, in writing, terminate this Agreement.
- 11.3 Commission shall remain payable only where:
  - 11.3.1 The broker was the Effective Cause of the sale; and
  - 11.3.2 Both the Broker and Agency held valid FFCs at all relevant times.

## **12. INDEMNITY**

- 12.1 The Broker indemnifies and holds the Company harmless against any claim, loss, cost, or liability arising from:

- 12.1.1 The Broker's conduct;
- 12.1.2 Non-compliance with statutory obligations;
- 12.1.3 The absence of valid FFCs.

### **13. AMENDMENT**

- 13.1 The Company may, on written notice to the Broker, in its sole and absolute discretion, amend this Agreement from time to time.
- 13.2 The Broker's continued use of the Company's platform and its continued marketing of the Property shall constitute the Broker's acceptance of any amendments in 13.1.

### **14. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

### **15. RIGHT OF COMPANY TO TRANSACT**

- 15.1 The Company reserves the full and unrestricted right, at all times and in its sole discretion, to negotiate with, contract with, and conclude transactions with any buyer with whom the Company has previously engaged, transacted, negotiated, or otherwise interacted, irrespective of whether a Broker has historically facilitated a transaction with such buyer.
- 15.2 No commission shall be payable to the Broker in respect of any transaction concluded by the Company with a buyer unless the Broker has been the Effective Cause of that specific transaction and is reflected as such in the sale agreement.
- 15.3 It is specifically recorded that the Broker is appointed to generate new business opportunities and to actively drive transactions from inception to completion. The conclusion of a transaction with a buyer who has previously purchased through the Company shall not, in itself, entitle the Broker to commission, nor shall any prior involvement with a buyer create an ongoing right, claim, or expectation of commission.
- 15.4 For the avoidance of doubt, the Company shall not be obliged to allocate or assign any buyer, lead, or enquiry to any Broker, nor shall the Company be required to involve any Broker in subsequent or repeat transactions with a buyer previously introduced in whole or in part by such Broker, unless the Broker is the Effective Cause of the subsequent transaction.

### **16. ACCEPTANCE**

- 16.1 By clicking "I accept the terms and conditions of this mandate" on the Company's registration platform, the Broker confirms and warrants that:
  - 16.1.1 They have read and understood this Agreement;
  - 16.1.2 They accept the terms and conditions in full;
  - 16.1.3 They hold valid and current FFCs;
  - 16.1.4 Their Agent holds valid and current FFCs;
  - 16.1.5 They acknowledge that electronic acceptance constitutes a legally binding agreement.