



HOMES



Marketing Agreement

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Marketing Agreement

Between (Avia Homes):

AVIA HOMES AUSTRALIA PTY LTD ACN 660 201 598 of
1/9 Windmill Street, Southport QLD 4215

And (Introducer):

Caramanni investments Pty Ltd (ABN: 19 126 111 537)
27 Booloumba Crescent, Forest Lake QLD 4078

of

Recitals:

- a) Avia Homes is a building company who carries out domestic building works for land and homeowners.
- b) In consideration for the Introduction Fee as set out in this agreement, the Introducer intends to introduce land owners to Avia Homes for the construction of a new home on their land.
- c) The Parties have agreed to enter into this agreement to record the commercial terms of the arrangement.

Operative Part:

1. Definitions

- 1.1 **Building Contract** means the contract between the Introduced Client and Avia Homes.
- 1.2 **Business Day** means a day which is not a Saturday, Sunday or public holiday in the location of Avia Homes address set out in this agreement.
- 1.3 **Confidential Information** means any:
 - a) Information, whether in visual, oral, documentary, electronic, machine-readable, tangible, intangible or any other form, relating to Avia Homes or its Related Entity including but not limited to any contracts, agreements, specifications, formulæ, know how, concepts, inventions, ideas, software, designs, copyright, trade secrets or any information relating to any business, products, markets, operations, processes, techniques, technology, forecasts, strategies or any other matter;
 - b) Negotiations in relation to, and the terms of, this agreement;
 - c) Information designated as confidential by Avia Homes; and/or
 - d) Information that is by its nature confidential.
- 1.4 **Intellectual Property Rights** means any present or future rights conferred by statute, common law or equity in any part of the world in relation to any confidential information, copyright, trademarks, service marks, designs, patents, circuit layouts, plant varieties, business names, domain names, inventions, trade secrets or other results of intellectual activity in any industrial, commercial, scientific, literary or artistic fields whether or not registered or registrable and includes any rights to protect or apply for the registration, renewal or extension of such rights.
- 1.5 **Introduced Client** means the person(s) who owns (jointly own) land and who the Introducer introduce(s) or refer(s) to Avia Homes for the construction of a new home on that land.
- 1.6 **Introduction Fee** has the meaning in clause 3.
- 1.7 **Parties** means Avia Homes and the Introducer.
- 1.8 **Personnel** means any employee, servant, contractor, subcontractor, agent, partner, director or officer of a party.
- 1.9 **Related Entity** has the meaning set out in the Corporations Act 2001 (Cth).

2. Interpretation

- 2.1 In this agreement, headings are for convenience only and shall not affect its interpretation. Except to the extent that the context otherwise requires:
- a) A reference to any statute or statutory provision shall include any modification or re-enactment of, or any legislative provisions substituted for, and all legislation and statutory instruments issued under such legislation or such power;
 - b) Words denoting the singular shall include the plural and vice versa;
 - c) Words denoting individuals shall include corporations, associations, trustees, instrumentalities and partnerships and vice versa;
 - d) Words denoting any gender shall include all genders;
 - e) References to parts, clauses, parties, annexures and schedules are references to parts, clauses, parties, annexures and schedules to this Deed as modified or varied from time to time;
 - f) References to any document, deed or agreement shall include references to such document, deed or agreement as amended, novated, supplemented, varied or replaced from time to time;
 - g) References to any party to this Deed or any other document, deed or agreement shall include its successors or permitted assigns;
 - h) All references to dates and times are to Brisbane time;
 - i) All references to "\$" and "dollars" are to the lawful currency of Australia;
 - j) Obligations affecting more than one party under this agreement affected them jointly and severally;
 - k) The rules of contra proferentem shall not apply to this agreement; and
 - l) A party that is a trustee is bound both in its individual capacity and capacity as trustee.

3. Introduction Fee

- 3.1 The Introduction Fee:
- a) Is the amount provided in Part 1 of the Schedule; and
 - b) Is payable as set out in Part 2 of the Schedule.

4. The Introducer's Warranties and Acknowledgments

- 4.1 The Introducer warrants to Avia Homes that, at all relevant times:
- a) If it is a company, it is a company duly incorporated in Australia and has the power and authority to enter into this agreement on the terms set out herein;
 - b) It has the expertise, resources and capacity to perform all of its obligations under this agreement;
 - c) It will comply with all statutory provisions, regulations, orders and by-laws of any government, municipal or statutory authority which relate to the Introduction;
 - d) It has made all enquiries of Avia Homes for the purpose of making an informed assessment of its ability to enter into and to perform all of the obligations of this agreement; and
 - e) It has exercised its own judgment in entering into this agreement and has not relied on any warranty or representation made by Avia Homes, its officers, employee's or agents, save as specifically set out in this agreement; and
 - f) It has made the necessary enquiries and checks to ensure that the Introduced Client is ready, willing and able to enter into the Building Contract or other relevant contract with Avia Homes.
- 4.2 The Introducer acknowledges that this agreement constitutes a legally valid and binding obligation on the Introducer, enforceable in accordance with its terms.

5. Indemnity

- 5.1 The Introducer agrees to indemnify and keep indemnified Avia Homes in respect of any actions, suits, claims, demands, losses, liabilities, costs (including legal costs) or expenses or the like arising out of or as a consequence of:
- a) Any breach by the Introducer of this agreement;
 - b) Any unauthorised representations by the Introducer to any Introduced Client or other person; and/or
 - c) The Introducer's dealings with the Introduced Client.

6. Relationship

- 6.1 This agreement does not create any partnership, joint venture, agency or relationship of employment between the Parties.
- 6.2 Subject to the Introducer's obligations under this agreement, the Introducer does not have, and will not hold Avia Homes out as having, any authority to bind Avia Homes in any matter including but not limited to any contracts, commitments, expenses, liabilities or obligations of any nature.

7. No Assignment

- 7.1 Neither party shall, without the other's prior written approval (including terms) assign this agreement or any payment or any other right, benefit or interest thereunder. Any assignment or purported assignment shall be void and of no effect.

8. Termination For Convenience

- 8.1 Avia Homes may terminate this agreement in its absolute discretion at any time by giving the Introducer written notice, and clause 9.3 will apply subject to clause 9.2(a).

9. Refundable Fee

- 9.1 The Introducer acknowledges that:
- Avia Homes may, by entering into a Building Contract, incur substantial costs and expenses on behalf of an Introduced Client before the building works commence including (but not limited to) for the preparation of drawings or plans for approval by council; and
 - Avia Homes may not be reimbursed for those costs or expenses until after the building works have commenced.
- 9.2 Clause 9.3 applies if-
- Avia Homes terminates this agreement under clause 8 and acts reasonably in that termination; or
 - The Introduced Client's land fails to settle for any reason; or
 - Through no fault of, or default under the Building Contract by, Avia Homes, the Building Contract is terminated and the building works have not commenced.
- 9.3 Subject to Avia Homes' rights under any

other provision of this agreement, within 14 days of receiving written notice:

- The Introducer agrees to pay, repay or refund to Avia Homes any paid Introduction Fee ("**Refundable Fee**"); and/or
- If elected by Avia Homes, the Introducer acknowledges and agrees that Avia Homes may set-off the Refundable Fee against any payments or monies due, now or in the future, to the Introducer.

10. Confidentiality

- 10.1 The Parties agree that the terms and conditions of this agreement shall remain confidential between the Parties and that none of the Parties hereto shall disclose any particulars of this agreement to any other person or entity, save for where it is necessary to do so for the purpose of enforcement of this agreement or is required by operation of law.

11. Confidential Information

- 11.1 The Introducer acknowledges that they may receive access to Confidential Information.
- 11.2 The Introducer will ensure that it and its Personnel:
- Will not use the Confidential Information for any purpose other than to perform or comply with the Introducer's obligations under this agreement;
 - Do not disclose or permit the disclosure of the Confidential Information to any person, other than:
 - To perform or comply with the Introducer's obligations under this agreement ("**Permitted Purpose**"); or
 - If the disclosure is required by law.
- 11.3 The Introducer will ensure that the Introducer and its Personnel, will not make any copies of the Confidential Information other than is strictly necessary for the Permitted Purpose.
- 11.4 The Introducer will ensure that the Introducer and its Personnel, will not prepare any documents incorporating any part of the Confidential Information, whether or not in combination with any other information, except for the Permitted Purpose.
- 11.5 The Introducer will ensure that the Introducer and its Personnel will take all reasonable steps to keep the Confidential Information secure including but not limited to using the security measures and degree of care no less

than the Introducer's apply to the Introducers own confidential or proprietary information.

- 11.6 The Introducer will give immediate written notice to Avia Homes if the Introducer becomes aware of any actual or threatened use or disclosure of the Confidential Information that is not permitted under the terms of this agreement and provide all reasonable assistance to Avia Homes to prevent such use or disclosure.
- 11.7 Avia Homes does not warrant the accuracy or completeness of any Confidential Information and will have no liability to the Introducer or its Personnel in relation to the Confidential Information (including but not limited to any errors, inaccuracies or incompleteness in any Confidential Information).
- 11.8 On request by Avia Homes, the Introducer will:
- a) Immediately give to Avia Homes all hard copies of the Confidential Information, and all other items of Avia Homes' property, in the Introducer's possession or control (and will, notwithstanding the provision of such items, continue to be bound by the Introducer's confidentiality obligations in this agreement);
 - b) Immediately give to Avia Homes a copy of all soft copies of the Confidential Information, and then erase and destroy all remaining soft copies of the Confidential Information, in the Introducer's possession or control (and will, notwithstanding the provision, erasing and destruction of such items, continue to be bound by the Introducer's confidentiality obligations in this agreement); and
 - c) Take such action as reasonably directed by Avia Homes for the protection and preservation of the Confidential Information.
- 11.9 The Introducer acknowledges:
- a) The value of the Confidential Information is such that an award of damages or an account of profits might not be an adequate remedy for a breach of this clause; and
 - b) Avia Homes may, without having to prove any actual damage, take any action or seek any remedy including but not limited to seeking an injunction in relation to any actual or threatened breach of this clause.

12. Intellectual Property Rights

- 12.1 Nothing in this agreement grants to the Introducer or its Personnel any Intellectual Property Rights in respect of the Intellectual Property Rights of Avia Homes or its Related Entity.
- 12.2 The Introducer will not use any Intellectual Property Rights of Avia Homes or its Related Entity for any purpose without the prior written consent of Avia Homes and the Introducer will comply with any conditions Avia Homes may impose in relation to such Intellectual Property Rights.
- 12.3 The Introducer will give immediate written notice to Avia Homes if the Introducer becomes aware of any actual or threatened infringement of any Intellectual Property Rights of Avia Homes or its Related Entity.
- 12.4 The Introducer will provide all reasonable assistance to Avia Homes in relation to preventing any infringement of any Intellectual Property Rights of Avia Homes or its Related Entity.
- 12.5 The Introducer acknowledges:
- a) The value of the Intellectual Property Rights is such that an award of damages or an account of profits might not be an adequate remedy for a breach of this clause; and
 - b) Avia Homes may, without having to prove any actual damage, take any action or seek any remedy including but not limited to seeking an injunction in relation to any actual or threatened breach of this clause.

13. Entire Agreement

- 13.1 This agreement constitutes the full and complete understanding between the Parties with respect to the subject matter of this agreement. There is no other oral understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions hereof or binding on the Parties with respect to any of the matters to which these presents relate.
- 13.2 Each of the Parties hereby covenants and irrevocably acknowledges that it has not been induced to enter into this agreement by any statement, warranty, representation, understanding, act, omission, fact, matter,

thing or conduct by or on behalf of any person including the other party, other than as expressly recorded in this agreement.

14. Amendment

- 14.1 An amendment or variation to this agreement is not effective unless it is in writing and duly executed or signed on behalf of such party under its seal or by its proper officers or representatives or attorneys thereunto duly authorised or, in the case of an individual by such party under his hand.
- 14.2 The Parties agree that any date stipulated in this agreement for the fulfilment of any condition, the payment of any money or the performance of any act may be modified or varied by an exchange of written correspondence between the solicitors for the Parties.

15. Dispute Resolution

- 15.1 If a dispute arises between the Parties in connection with the subject matter of this agreement, then either party shall, by hand, by email or by registered post, give the other a written notice of dispute adequately identifying and providing details of the dispute ("notice of dispute").
- 15.2 Notwithstanding the existence of a dispute, the Parties shall continue to perform this agreement.
- 15.3 Within 14 days after receiving a notice of dispute, the Parties shall confer at least once to resolve the dispute or to agree on methods of doing so. At every such conference each party shall be represented by a person having authority to agree to such resolution or methods. All aspects of every such conference except the fact of occurrence shall be privileged.
- 15.4 If the dispute has not been resolved within 28 days of service of the notice of dispute, that dispute shall be and is hereby referred to mediation.
- 15.5 The cost and expense of the mediation will be borne equally by the Parties.
- 15.6 Nothing herein shall prejudice the right of a party to institute proceedings to enforce payment due under this agreement or to seek injunctive or urgent declaratory relief.
- 15.7 Neither party may commence legal proceedings in relation to a dispute unless the Parties have undertaken the process

set out in this clause and those processes have failed to resolve the dispute, or one of the Parties has attempted to follow these processes and the other party has failed to participate reasonably or in good faith.

- 15.8 This clause survives expiration, termination or frustration of this agreement.

16. Waiver

- 16.1 Any waiver of a right under this agreement must be in writing and signed by the party granting the waiver and will not operate as a waiver in relation to any subsequent matter.
- 16.2 Any failure, delay, forbearance or indulgence by a party in an exercise, or partial exercise, of a right arising under this agreement will not result in a waiver of that right or prejudice or restrict the rights of the party.

17. Events Beyond Control

- 17.1 Neither party shall be liable to the other party for any loss caused by any failure to observe the terms and conditions of this agreement, where such failure is occasioned by causes beyond its reasonable control including but not limited to by fire, flood, riot, strike, war, pandemic, epidemic, endemic, restrictions and prohibitions or any other actions by any government or semi government authorities.

18. Severance

- 18.1 If any provision, or the application of any provision, of this agreement is prohibited, invalid, void, illegal or unenforceable in any jurisdiction:
- This will not affect the validity and enforceability of the provision or part in other jurisdictions;
 - The provision or part will only be ineffective to the extent of the prohibition, invalidity, voidness or illegality; and
 - The provision or part will be severed and will not affect the validity or enforceability of the remaining provisions or parts of this agreement.

19. Notices

- 19.1 A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- a) Delivered personally; or
- b) Posted to their address when it will be treated as having been received on the second Business Day after posting; or
- c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- d) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

20. Counterparts

- 20.1 This agreement may be executed in counterparts, and each of the counterparts shall be effective as against the party signing, regardless of whether any or all of the other Parties sign it.
- 20.2 Each of the counterparts taken together constitute the one and the same agreement.

21. Governing Law

- 21.1 This agreement shall be governed by and construed in accordance with the law of Queensland and each of the Parties hereby submit to the non-exclusive jurisdiction of the Queensland Courts.

22. No Merger

- 22.1 Without limitation, the confidentiality, confidential information and intellectual property rights clauses do not merge on termination or determination of this agreement.

Schedule

PART 1

Total Introduction Fee for each Introduced Client (plus GST, if registered for GST)

\$40,000.00

PART 2

The Introduction Fee will be paid in two (2) stages:

Payment 1: \$20,000.00 plus GST, conditional upon Avia Homes receiving a valid tax invoice and:

- a) An unconditional finance approval letter addressed to Avia Homes for the entire package price; or
- b) If there is a shortfall between the package price and the amount approved for finance, a letter from the Introduced Client's solicitor detailing where the difference of the package price and financed amount will be coming from; and
- c) A letter from the Introduced Client's solicitor confirming the Building Contract or other relevant contract is unconditional; and
- d) A signed version of the Building Contract from Introduced Client; and
- e) Proof of the Introduced Client's ownership of the land; and
- f) Confirmation of the settlement of the land purchase from the Introduced Client's solicitor; and
- g) A letter from the Introduced Client's solicitor confirming that the settlement has occurred; and
- h) Council approved building plans and;
- i) 5% deposit payment received from the Introduced client.

Payment 2: \$20,000.00 plus GST, conditional upon Avia Homes receiving a valid tax invoice and:

- a) Payment received for the frame stage from the Introduced Client.

Executed By

Avia Homes Pty Ltd ACN 660 201 598

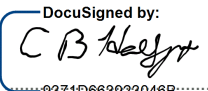
pursuant to the provisions of the *Corporations Act* in the presence of:

.....	Signed by:  2BAA04EBC8C8422.....
Witness signature	Director signature
.....	Tom Egan
Name	Name
.....	Director/Secretary
.....	Name

Executed By

Caramanni investments Pty Ltd ABN: 19 126 111 537

pursuant to the provisions of the *Corporations Act* in the presence of:

.....	DocuSigned by:  9371D663923046B.....
Witness signature	Director signature
.....	Carey Halfpapp
Name	Name
.....	Director/Secretary
.....	Name



HOMES

Homes for inspired living

1/9 Windmill Street,
Southport QLD 4215



Enquiries

07 5654 5123

aviahomes.com.au



HIA: 1314831



Proud Member

MasterBuilders: 088831

ABN - 85 660 201 598

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Certificate Of Completion

Envelope Id: 8EA2B87E-E5DA-4057-82DA-41684C442CA8
 Subject: Complete with Docusign: Marketing Agreement Caramanni investments
 Source Envelope:
 Document Pages: 11
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC+10:00) Brisbane

Status: Completed
 Envelope Originator:
 Lani Hein
 Level 1, 9 Windmill Street
 Southport, Queensland 4215
 contracts@aviahomes.com.au
 IP Address: 120.29.6.224

Record Tracking

Status: Original
 06-Dec-2024 | 16:13
 Holder: Lani Hein
 contracts@aviahomes.com.au

Location: DocuSign

Signer Events

Carey Halfpapp
 carey.prestige@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 9371D663923046B...

Timestamp

Sent: 06-Dec-2024 | 16:16
 Viewed: 06-Dec-2024 | 16:59
 Signed: 06-Dec-2024 | 17:01

Signature Adoption: Drawn on Device
 Using IP Address: 110.20.223.86
 Signed using mobile

Electronic Record and Signature Disclosure:
 Accepted: 06-Dec-2024 | 16:59
 ID: 0b2bf493-9638-4664-a195-fb159b1a925d

Tom Egan
 tom@aviahomes.com.au
 Director
 Security Level: Email, Account Authentication
 (None)

Signed by:

 2BAA04EBC8C8422...

Sent: 06-Dec-2024 | 17:01
 Viewed: 06-Dec-2024 | 17:24
 Signed: 06-Dec-2024 | 17:24

Signature Adoption: Pre-selected Style
 Using IP Address: 101.180.212.216

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Aaron Hall
 aaron@aviahomes.com.au
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 06-Dec-2024 | 17:24

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	06-Dec-2024 16:16
Certified Delivered	Security Checked	06-Dec-2024 17:24
Signing Complete	Security Checked	06-Dec-2024 17:24
Completed	Security Checked	06-Dec-2024 17:24

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Not Provided:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alyssa@aviahomes.com.au

To advise Not Provided of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alyssa@aviahomes.com.au and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Not Provided

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alyssa@aviahomes.com.au and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Not Provided

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alyssa@aviahomes.com.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

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- Until or unless you notify Not Provided as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Not Provided during the course of your relationship with Not Provided.