

OPEN MARKETING MANDATE

ENTERED INTO BETWEEN

ZONG'S PROPERTY INVESTMENTS CC

Registration Number: 2004/009392/23

(hereinafter referred to as "the Developer")

AND

Registration Number: _____

(Hereinafter referred to as "the Agent")

WHEREAS the Developer is the developer of a Sectional Title Development known as Methley Manor

AND WHEREAS the Developer is desirous to appoint the Agent on an "open mandate" basis to market and sell units in the development

THEREFORE, the parties agree as follows:

1.

The Agent is appointed to procure willing and able purchasers for the units in the abovementioned development at varying prices and sizes as per the price list, from time to time, supplied or such other price mutually agreed upon, in writing, by the purchaser and the Developer.

2.

The Developer will pay commission to the Agent calculated at _____% of the purchase price **excluding VAT** thereon upon the happening of any one or more of the following events:

- 2.1 The Agent finding a purchaser who is willing and able to purchase the unit and submits an offer to purchase upon substantially the terms and conditions set out herein.
- 2.2 Should the unit be sold to a person introduced to the property by the Agent, or spouse of any person, or related legal entity or Trust of that person after the expiry of this mandate.

3.

This mandate will endure for a period of 12 (twelve) months from signature of the agreement subject to the provision that it may be cancelled by either of the parties by giving the other party 3 (three) months' notice of such cancellation.

4.

The Agent acknowledge that it is a dual mandate and agree to adhere to the sale protocol and administration of the sales as agreed to between the Developer and the Agents.

**SIGNED at _____ on this the _____ day of _____
2021**

AS WITNESSES:

1. _____

2. _____

DEVELOPER

**SIGNED at _____ on this the _____ day of _____
2021**

AS WITNESSES:

1. _____

2. _____

AGENT