

ITEMS SCHEDULE

AGENT _____ [insert Agent name]
AGENCY _____ [insert Agency business name]
AGENT LICENCE NUMBER _____ [insert licence number]
PROPERTY _____ [insert property address]
SELLER _____ [insert Seller name]
UPLOAD FEE _____ [insert Upload Fee amount]

1. Definitions and interpretation

- 1.1 A term or expression starting with a capital letter that is defined in any agreement between Openn Pty Ltd trading as Openn Negotiation (**Openn**) and the Agent, or defined in the *Bidders Registration, Authority to Bid and Terms of Use* have the same meaning given to it in those documents, except to the extent of any inconsistency, in which case terms defined in this Sale Fee Authority shall apply.
- 1.2 A term or expression starting with a capital letter in this Sale Fee Authority that is in the Items Schedule has the meaning given to it in the Items Schedule.
- 1.3 **Successful Sale** means the any of the following events occurring after the upload of the Property on the Openn Negotiation App:
- a. The Property is moved to 'under offer' status in the Openn Negotiation App;
 - b. The Property is moved to the 'sold status' in the Openn Negotiation App;
 - c. The Property is listed with a sale date on RP Data or other real estate transaction reporting services with the same Agent or Agency or by another person in conjunction with the same Agent or Agency, within 2 weeks of the Property passing in or being withdrawn from the Openn Negotiation App.

2. Warranties

- 2.1 The Agent warrants to Openn that:
- a. The Agent has been engaged by the Seller as it's real estate agent to sell the Property and has a binding and enforceable real estate agency listing agreement with the Seller;
 - b. The details provided by the Agent in this Sale Fee Authority are accurate;
 - c. The Agent has authority to incur expenses on behalf of the Seller including the payment of the Upload Fee.
 - d. Where applicable, the Agent has authority to incur expenses on behalf of the Seller using the Seller's credit or debit card and has authority from the Seller to authorise payments from the Seller's credit or debit card in accordance with this Sale Fee Authority.

3. Authority

- 3.1 The Agent must pay the Upload Fee to Openn upon a Successful Sale.
- 3.2 The Agent (in its own capacity as agent for the Seller) irrevocably authorises the Upload Fee to be debited from the credit or debit card details provided by the Agent in this Sale Fee Authority and any other credit or debit card details provided by the Agent to Openn for this purpose upon a Successful Sale.
- 3.3 The Agent authorises Openn to verify the credit or debit card details provided by the Agent with the Agent or Seller's (as the case may be) financial institution and authorise that financial institution to release information to Openn allowing Openn to verify the credit or debit card details.

4. Late payment and indemnity

- 4.1 If the Upload Fee is not paid when it is due (including without limitation to the credit or debit card payment being rejected) then any amount outstanding shall incur interest at a rate of 10% per annum until it is paid in full.
- 4.2 The Agent indemnifies Openn for any liabilities, losses, costs, charges or expenses incurred by Openn as a result of the Agent's warranties in clause 2.1 not being accurate or as a result of any breach of this Sale Fee Authority by the Agent.

5. Declaration

- 5.1 By signing this Sale Fee Authority, the Agent agrees to the terms in this Sale Fee Authority.

Execution

Agent Signature _____ Date: _____

Credit Or Debit Card Details

Cardholder's Name _____ (shown on card) MASTERCARD VISA

Card Number _____ Expiry Date: _____ CCV: _____

Cardholder's Signature _____ Date: _____