# ANNEXURE "A" – SELLER'S PROTECTIVE ADDENDUM

**(To be read in conjunction with the Sole and Exclusive Mandate Agreement)**

**1. PREVAILING CLAUSE**

In the event of any conflict, ambiguity, or inconsistency between the provisions of this Annexure and the main Mandate Agreement, the provisions of this Annexure shall prevail and the conflicting terms in the main agreement are hereby deemed deleted and of no force or effect.

**2. PERFORMANCE OBLIGATIONS (THE "KPI CLAUSE")**

The Agent warrants and undertakes the following minimum marketing and reporting standards:

**2.1. Reporting:** The Agent shall provide the Seller with a detailed written progress report every 7 (seven) calendar days. This report must include the number of viewings conducted, written feedback from all viewers, and a summary of all marketing activities performed that week.

**2.2. Marketing:** Within 5 (five) business days of signing, the Agent must complete: professional photography, a virtual tour (if applicable and technologically feasible), and listing on at least three (3) major national property portals widely used in the property's geographic area, as well as on the Agency's own website. A "For Sale" board must be erected at the property unless prohibited by body corporate rules or municipal bylaws.

Additionally, the Agent undertakes that:

**2.2.1.** The Agent shall respond to all buyer enquiries within **24 (twenty-four) hours**, including weekends and public holidays.

**2.2.2.** The Agent shall notify the Seller in writing of any planned personal holidays to be taken during the sale period and shall inform the Seller of the name and contact details of the person who will take over management of the sale during their absence.

**2.2.3.** The Agent confirms that they hold a valid **personal Fidelity Fund Certificate (FFC)**. If the Agent is a Candidate Property Practitioner, they shall disclose the name and FFC number of their supervising Mentor below:

**Mentor Name: _______________________**

**Mentor FFC Number: __________________**

**2.2.4.** The Agent shall send the Seller a copy of **all marketing materials** (including but not limited to portal listings, social media posts, brochures, and advertisements) **immediately upon publication** for the Seller to review for accuracy.

**2.2.5.** The Agent shall **not** advertise a listing price other than the price agreed to in writing with the Seller. Any change to the listing price shall only be made with the Seller's prior written approval. The Agent shall send the Seller a copy of all updated marketing materials once a new price has been posted.

**2.2.6.** The Agent shall send the Seller a copy of any and all marketing materials posted publicly within **24 (twenty-four) hours** of such publication.

**2.3. Consequence of Breach:** Failure to comply with clause 2.1 or 2.2 (including any sub-clauses thereof) for a period of 14 (fourteen) consecutive days, without the Seller's prior written consent, shall constitute a material breach. The Seller shall be entitled to cancel this Mandate with immediate effect by giving written notice, and no penalty or early termination fee shall apply.

**3. CANCELLATION FOR NON-PERFORMANCE**

Notwithstanding anything to the contrary in the main agreement, and in addition to any rights under the Consumer Protection Act:

**3.1.** If the Agent fails to comply with the marketing requirements set out in Clause 2.2 above, the Seller shall deliver **written notice** to the Agent specifying the breach.

**3.2.** The Agent shall have **7 (seven) business days** from receipt of such notice to remedy the breach to the Seller's reasonable satisfaction.

**3.3.** If the Agent fails to remedy the breach within the 7-business-day period, the Seller reserves the right to cancel this Mandate by giving **20 (twenty) business days' written notice** of cancellation, effective from the date of delivery of that notice.

**3.4.** Upon cancellation under this clause, no penalty, early termination fee, or claim for anticipated commission shall be payable by the Seller to the Agent.

**4. PROTECTION PERIOD & "INTRODUCTION" DEFINED**

To avoid liability for commission after cancellation or expiry:

**4.1.** The "protection period" (the period after expiry/cancellation during which commission is still owed) is strictly limited to **30 (thirty) calendar days** from the date of termination.

**4.2.** A "Qualifying Introduction" shall only be deemed to have occurred if:

- The Agent provides the Seller with the prospective purchaser's **full name**, in writing, prior to or at the time of the viewing; **AND**
- The Agent physically accompanies that specific prospective purchaser to a physical viewing of the property.

**4.3.** The mere sending of a digital brochure, email, or social media post shall **not** constitute a Qualifying Introduction.

**5. EXCLUSION OF LIABILITY**

The Seller shall not be liable for any commission to the Agent if the property is sold after termination to a buyer who was introduced to the Seller by any other person, including the Seller's own efforts, during the protection period, unless that buyer strictly meets the definition of a "Qualifying Introduction" as defined in Clause 4.2 above.

**SIGNED AND AGREED:**

**SELLER: ________________________ DATE: _________**

**AGENT (for the Agency): ________________________ DATE: _________**