

Najib

Najib Real Estate Limited Satisfaction Assurance Policy

At Najib Real Estate Limited (“**Najib**” or “**we**” or “**us**”) we want to ensure our client (“**Client**” or “**you**” or “**your**”) is always satisfied with our real estate services.

Our Satisfaction Assurance Policy (“**Policy**”) is intended to provide our valued clients an opportunity at various stages of the sale campaign to critique Najib’s performance, and assess their satisfaction with the real estate services we have agreed to provide to you (“**Service(s)**”).

At Najib we want to ensure that your customer satisfaction is as high as possible, and we will endeavour to do all we can to ensure that you are satisfied and feel positive with our Services.

Below is a detailed description of the Policy and process we undertake to do this, including our very own objective and collaborative customer satisfaction survey and feedback sessions. We will use the feedback sessions to ensure that we tailor our Services to you and deliver the best results we can achieve.

TERMS AND CONDITIONS

Agency Agreement

1. The Policy is intended to supplement the Agency Agreement entered into between you and us (“**Agency Agreement**”) and the terms of that agreement shall apply where applicable, as if this Policy forms part of the Agency Agreement.
2. By entering into the Agency Agreement with us, you have agreed to enter into a contractual arrangement with us on the terms set out in that Agency Agreement, including your obligation to pay certain fees, costs and our commission on a successful sale (more particularly set out in the Agency Agreement).
3. This Policy does not impact your rights and remedies under the Real Estate Agents Act 2008 (“**Act**”).

Satisfaction Assurance Process and Evaluation

4. Upon entry into the Agency Agreement but before activating the sale campaign for the sale of the Property (“**Live Date**”), we will meet with you to:
 - a. confirm and outline our marketing plan and schedule for the sale of the Property; and
 - b. set the feedback session dates (set out in more detail in clauses 5, 6 and 7 below).

Feedback Sessions

5. We agree to meet with you to allow you an opportunity to evaluate our Services over a series of feedback sessions that will occur from the Live date until conclusion of the sale of the Property (“**Feedback Session(s)**”).
6. The Feedback Sessions will occur at the following milestones during the sale campaign:

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- a. Upon or just after signing the Agency Agreement and this Policy;
 - b. On or just after the Live Date;
 - c. Halfway through the marketing programme (for the avoidance of doubt, the marketing programme commences from the Live Date and continues for the agreed number of weeks recorded in the Agency Agreement except where otherwise this is extended or reduced during the marketing campaign);
 - d. If you have elected to sell under an Agreement for Sale and Purchase (including where you have elected to sell by deadline sale) or Sale by Tender (as the case may be) upon your acceptance of an offer;
 - e. if you have elected to sell under an Agreement for Sale and Purchase (including where you have elected to sell by deadline sale) or Sale by Tender (as the case may be) once the Agreement for Sale and Purchase or offer of tender has been confirmed as unconditional (as the case may be); or
 - f. If you are selling by auction, after the auction date;
 - g. Once settlement is completed.
7. The number of Feedback Sessions may vary depending on the overall length of the sale campaign and individual circumstances. We reserve the right to vary the number of Feedback Sessions from time to time.

Evaluation Process

8. During each Feedback Session we will provide you with a net promoter score ("**NPS**") survey (each a **Survey** and together **Surveys**) for the purpose of measuring your satisfaction with the Services. Each Survey will ask you to rate our Service performance we have provided you up to the date of that Feedback Session out of 10 (0 being the least satisfied and 10 being very satisfied) through a series of questions that we may set from time to time. You agree to complete the Survey honestly and in good faith.
9. We have adopted a widely accepted scoring system of NPS. Accordingly:
- a. An average score of 6 or above is deemed to have confirmed that you are satisfied with our Services and the Refund Policy set out in clause 10 below is not triggered; and
 - b. An average score of 5 or below is deemed to have confirmed that you are not satisfied with our Service and the Refund Policy set out in clause 10 below is triggered.

Refund Policy

10. The Refund Policy will be automatically triggered following the third survey where you have scored us an average score of 5 or below and each time you score us an average score of 5 or below following that. In each event, the following process will apply:
- a. In the first instance, we will discuss your concerns with you and both parties will endeavour in good faith and within a reasonable period of time rectify any issues, concerns or queries you may have with the Services (**Good Faith Discussion**).
 - b. Failing to come to an agreement within a reasonable period of time from the date of commencing the Good Faith Discussions, and provided that we notify you in writing that we believe in our sole opinion there is no reasonable solution, you may elect to:

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- i. provided you are authorised to withdraw the Property from sale as that right is dictated by the terms of your sale and purchase contract and method of sale (whether an Agreement for Sale and Purchase, Sale by Tender or Auction Agreement) terminate the Agency Agreement. Termination shall be effective from the date of your notice of termination. Both parties agree that if the Agency Agreement is terminated in accordance with this sub clause then to the maximum extent permitted by law, such termination shall not give rise to any liability on either party; or
- ii. continue to engage our Services in accordance with the terms of the Agency Agreement and seek a refund in accordance with clause 11(b).

The Refund Policy can activate more than once during the life of a sale campaign. For example, on the third Survey that you score us an average score of 5 or below the process will be triggered for the first time. After discussing your concerns we may come to a suitable solution. However, if you score us an average score of 5 or below on the following Survey, the Refund Policy process will activate for a second time. (This section is inserted for clarity only and is not an operative clause)

11. If you elect:
 - a. option 10(b)(i), the Agency Agreement will be deemed to be at an end. We will immediately discontinue all marketing and advertising material and where we have already received payment of our commission we agree to refund this back to you; or
 - b. option 10(b)(ii) we agree to either waive our commission or where we have already received payment of our commission we agree to refund this back to you. You agree we may, at our cost, procure additional marketing and advertising for the Property and market the sale of the Property if we believe it is in your best interest but provided we have obtained your prior written consent to do so.
12. If either option is elected by you, you agree and acknowledge that you will bear the cost of any third party disbursement and marketing costs as agreed in the Agency Agreement or if these amounts have already been paid that we will not refund any third party disbursement and marketing costs (as those amounts have been agreed in the Agency Agreement). For the avoidance of doubt, the parties acknowledge that third party disbursement include, but are not limited too, our administration fee and the auctioneer's fee where you have elected to sell by auction.
13. If we are required by law to make any deduction, withholding or retention from any commission amount payable pursuant to the clauses 11(a) or (b) we reserve our right to do so prior to making the payment to you and you agree we are not liable to increase that amount to the net commission amount after making the deduction, withholding or retention.
14. Where we have:
 - a. Paid you a refund in accordance with clause 11(a) or 11(b) (as the case may be); or
 - b. Procured additional marketing and advertising material for the Property in accordance with clause 11(b), you agree that we will retain the right to use any or all marketing and advertising material relating to the Property, including but not limited to, photographs, videos and advertisements for our purposes including promoting the Najib real estate business. You further agree that you may not use any marketing and advertising material for your own purposes without our prior written consent.
15. Without limiting the effect of clause 10, you agree that the following circumstances will not trigger the Refund Policy:
 - a. Where you are dissatisfied with the sale price. The sale price will ultimately be determined by the market and there is no compulsion on you to sell your Property for any particular price. You are the only person that can agree to sell your Property at any particular price and accordingly we both agree that any price that you sell for your Property is ultimately your decision. If you choose to sell your Property at a particular price (and subject to

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whatever terms and conditions are agreed) then you agree that our normal commission as outlined in the Agency Agreement is payable by you;

- b. If the purchaser defaults on completing settlement for the sale and purchase of the Property;
- c. If you fail to disclose or omit to disclose any material information to us, any information relating to any defects or hazards, requisitions or notices from any party in relation to the Property that result in the purchaser either making a claim against you (whether during the term of a sale and purchase contract or after settlement) or the re-negotiation of the sale price;
- d. Where you are selling the Property by auction, and you accept and agree to bring the auction date forward resulting in an unsatisfactory sale price; or
- e. Any act or omission of a third party that is beyond our reasonable control, fire, flood, earthquake, elements of nature or act of God (including epidemic and pandemic), riot, civil disorder, rebellion or revolution, government or regional or local authority restraint, legislation, regulation or bylaw that may or has an effect on us providing the Services and/or the completion of the sale of the Property.

By signing this policy, you agree to the terms and conditions herein.
(please note that if a Trust owns the Property, all trustees will be required to sign this Policy)

Dated:

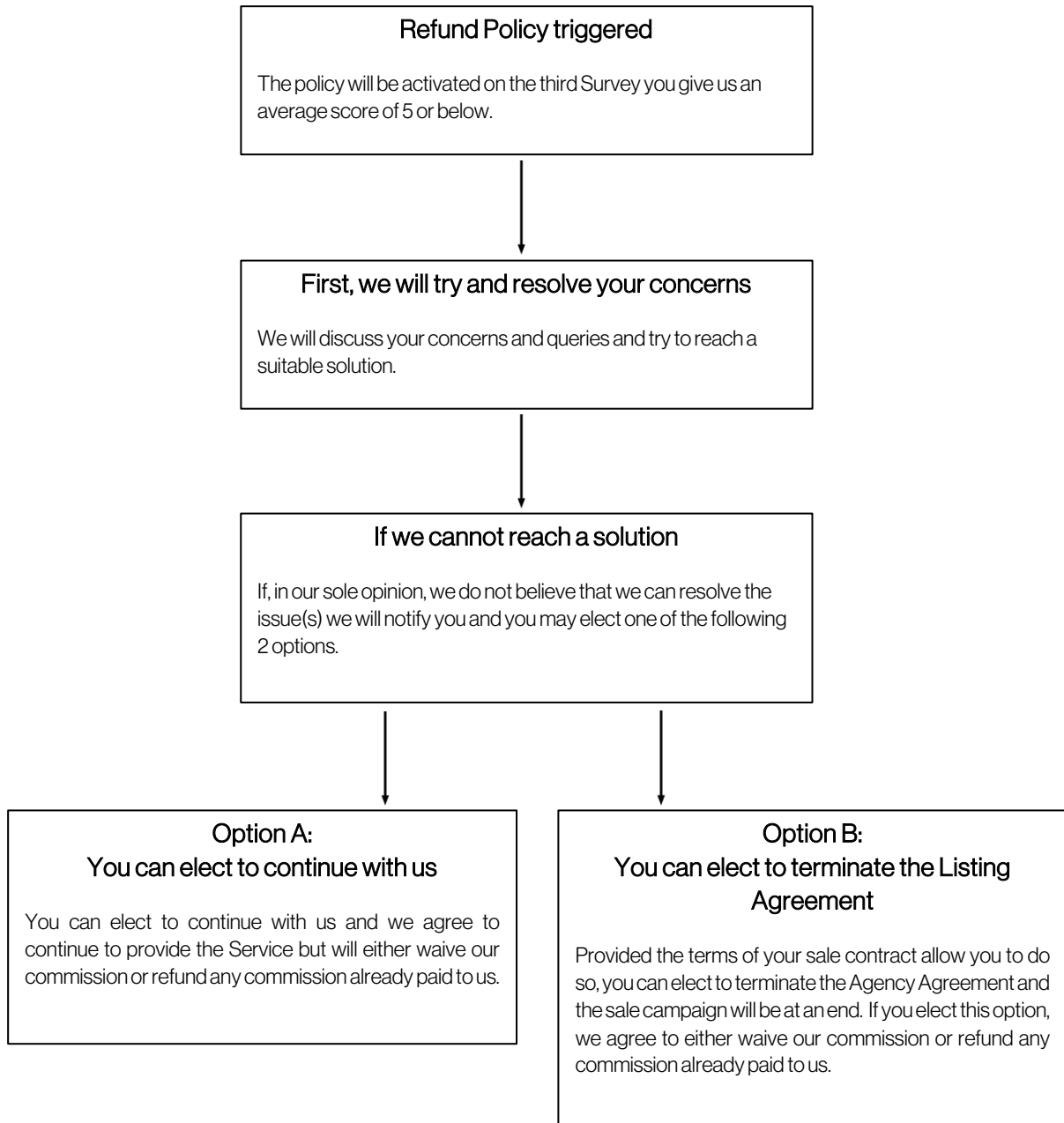
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Signed by the Client
(Individual, trustee, director or authorised signatory)

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Signed by Najib Real Estate Limited

How does our Refund Policy work?



The Refund Policy can activate more than once during the life of a sale campaign. For example, on the third Survey that you score us a 5 or below the process will be triggered for the first time. After discussing your concerns we may come to a suitable solution. However, if you score us a 5 or below on the following Survey, the Refund Policy process will activate for a second time. (This section is inserted for clarity only and is not an operative clause)

Please ensure that you read the Najib Real Estate Satisfaction Assurance Policy carefully as some terms and conditions may apply.