

COOPERATION AGREEMENT

This Agreement is made on 01/10/2025 between:

- **Nest Seekers Italy s.r.l.(NS)**, located at Via Appiano n. 25, Milan 20121, registered in the Companies Register of the Milan Chamber of Commerce, REA No. MI2665366, represented by the legal representative in office, Luca Traverso (hereinafter “NS”)
- and **K1 Residences** located at K1 Union Street Pty Ltd C/- Blaze Acumen Level 27 IBM Centre, 60 City Road Melbourne Vic 3006 Australia, VAT No. ABN 73 613 799 992, represented by the legal representative in office (hereinafter “Partner”), Matthew Reid

PREAMBLE

NS and Contractor (each a “Party” and collectively the “Parties”) intend to collaborate to promote and sell apartments in Melbourne, Australia situated K1 Residences. The collaboration aims to synergistically conduct activities related to marketing, attracting buyers, and facilitating the sale of the apartments owned or developed by the Contractor.

ARTICLE 1 – GENERAL PROVISIONS

1.1 The Parties collaborate to promote, advertise, and locate potential buyers for the apartments developed or owned by the Contractor in Melbourne.

1.2 NS shall use its marketing channels, including websites, social media, agent networks, and other promotional methods, to attract interested buyers.

1.3 The Contractor shall ensure that all properties presented meet legal, urbanistic, and administrative standards and shall promptly inform NS of any irregularities that may affect saleability.

ARTICLE 2 – OBLIGATIONS OF THE PARTIES

2.1 NS undertakes to actively promote the apartments through its marketing channels.

2.2 The Contractor undertakes to:

- Verify the legal and administrative status of the apartments.
- Provide NS with all necessary documentation regarding the apartments promptly.
- Notify NS immediately of any direct sales conducted by the Contractor of apartments previously marketed through NS.

2.3 Both Parties agree to share information timely and transparently, ensuring good faith cooperation throughout the term of the Agreement.

ARTICLE 3 – AGENCY COMMISSION

3.1 The Parties agree that NS shall receive a commission equal to 5% (five percent) of the final sales price of each apartment sold through NS's marketing efforts or with the involvement of NS.

3.2 The commission is payable upon completion of the sale (exchange of contracts or settlement date).

3.3 The Contractor is responsible for paying NS the commission as agreed.

3.4 Should the apartment be sold directly by the Contractor to a buyer introduced by NS, the Contractor is obligated to pay the 5% agency commission to NS.

ARTICLE 4 – TERMINATION

Either Party may terminate this Agreement by providing written notice at least 60 days prior to the termination date via registered mail or certified email.

ARTICLE 5 – CONFIDENTIALITY AND DATA PROTECTION

6.1 Both Parties agree to keep confidential all information concerning potential buyers, properties, and transaction details, sharing information only as necessary for the execution of this Agreement.

6.2 The Parties shall comply with applicable data protection laws and applicable anti-money laundering legislation.

ARTICLE 6 – INDEPENDENCE

This Agreement does not create any agency, partnership, employment, or other legal relationship between the Parties; each acts as an independent entity.

ARTICLE 7 – Communications and Points of Contact

The Parties identify the following contacts and authorized persons/points of contact for each Party for the purposes of contractual communications and sending properties:

- **NS:** infoitaly@nestseekers.com
- **Partner:** mattreid@reidadvisory.com.au
- **Nest Seekers Consultant:** annas@nestseekers.com

Subject to further additions or modifications, as long as they are agreed upon and accepted by the other Party.

ARTICLE 8 - GOVERNING LAW AND DISPUTE RESOLUTION

Applicable Law. Dispute Resolution with Arbitration Clause

Applicable law to the Agreement: Italian law. All disputes arising from this Agreement will first be addressed amicably between the Parties for the purpose of attempting an extrajudicial resolution. In the event that an agreement is not reached, all disputes related to or connected to this Agreement will be resolved by arbitration in accordance with the Regulations of the Arbitration Chamber of Milan, by three arbitrators appointed in accordance with such Regulations. The Arbitration Tribunal will judge according to Italian law; arbitration venue: Milan (Italy).

SIGNATURES

Nest Seekers Italy s.r.l.

Via Appiano n. 25, Milan 20121
REA No. MI2665366,

Luca Traverso

Signature: _____


Nest Seekers Italy S.r.l.
Via Andrea Appiani 25, 20121 Milan, Italy
VAT n. IT12493720960 | SDI: W7YVJK9
+39 0262087695 | infoitaly@nestseekers.com

Date: 01/10/2025

For Contractor:

K1 Union Street Pty Ltd
ABN 73 613 799 992

Matthew Reid

Signature: _____



Date: _____

7/10/2025