

ELECTRONIC SIGNING PROCESS

We act on behalf of Orchard (Pebble Creek) Developments Pty Ltd ACN 615 408 949 (**Seller**). The Seller is developing a residential land development known as "Pebble Creek" at South Maclean, Qld 4280 (**Development**).

On behalf of the Seller, we have designed a system for the documents in relation to the purchase of land in the Development to be delivered and signed electronically. There are 5 STEPS in the system:

STEP 1

Consent - consent (immediately following this introduction).

STEP 2

Disclosure Documents - delivery and acknowledgement of the Form 8

STEP 3

Buyer Contract Signing - delivery and signing of the Sale Contract by the Buyer

STEP 4

Seller Contract Signing - signing of Sale Contract by the Seller

STEP 5

Contract Formation - a final email is then sent to the Buyer and the Buyer's lawyer (if known) with a link to the signed documents.

At the end of each STEP, the Buyer will receive an email with a link to the next STEP. The Buyer will be informed once the Sale Contract is formed (i.e. "Completed").

It is the Buyer's responsibility to download copies of the documents and print them if necessary. The Seller will not be sending a physical copy of the signed Sale Contract to the Buyer.

Step 1 - Consent

At the outset of this matter, the Buyer's consent is required for documents to be delivered to the Buyer electronically and for the Seller to sign documents electronically.

The Seller consents to the Buyer signing documents electronically.

If you are viewing this document, you may have already consented to the use of electronic signing and storing of documents. However, the Seller requires that the consent at the end of this document also be signed (as it specifically relates to this transaction).

Step 2 - Disclosure Documents

The Seller's Disclosure Document (which incorporates Statutory Disclosure Statements and other notices) is included in STEP 2. An email will be sent to the Buyer (or each Buyer if there are 2 or more Buyers) which will enable the Buyer to download a copy of the Disclosure Documents and electronically sign them.

The Buyer must sign the acknowledgment to acknowledge receiving the Statutory Disclosure Statements.

The Buyer will not receive the Sale Contract until the Disclosure Documents are received by the Buyer and the Buyer signs all documents in STEPS 1 & 2.

We recommend that the Buyer reads the Disclosure Document in full before signing and completing STEP 2.

If there are 2 or more Buyers (or 2 signatories needed for the Buyer), each buyer (or signatory) must sign the Disclosure Document before that Buyer is able to receive the Sale Contract.

Step 3 - Sale Contract

Once the Buyer has completed STEPS 1 & 2, another email will be sent to the Buyer (or each Buyer if there are 2 or more Buyers) which will enable the Buyer to download a copy of the Sale Contract and electronically sign it.

If any item in the Sale Contract is not correct, the Buyer should contact us immediately so that we may correct the documentation and re-send it to the Buyer. The Buyer will not be able to amend the Sale Contract after it has been sent.

If the Buyer is buying the Property for personal, domestic or household use or consumption (that is, for owner occupier purposes), the Seller is prepared to negotiate the Contract Terms.

The Seller strongly recommends that the Buyer obtain independent legal advice and any other advice the Buyer considers necessary before the Buyer signs the Sale Contract.

The Buyer should sign the Sale Contract by applying an electronic signature to the document. When the Sale Contract has been signed by the Buyer, the Seller will be notified automatically.

Steps 4 & 5

It is intended that in due course the Seller will sign the Sale Contract and send an electronic copy of it to the Buyer and the Buyer's solicitor if the Sale Contract is acceptable to the Seller.

Please note that the system is configured to prompt you daily until all steps have been concluded.

Depositing Funds into HWL Ebsworth Trust

Under the Sale Contract, the Buyer will be required to pay a Deposit. HWL Ebsworth receives dozens of transfers and direct deposits into our Trust Account every day.

It is imperative that we know what the funds are paid for so that they can be properly receipted and applied. If we can't identify and receipt a deposit into our Trust Account, it may lead to delay in progressing your matter.

When transferring or depositing funds into our Trust Account, it is imperative that you include a reference which has:

1. your name (as per the Sale Contract);
2. the lot number you are buying; and
3. the Development name.

For example: "*Smith: Lot 101: Pebble Creek*"

Immediately after you have transferred or deposited the funds into our Trust Account, send us a fax or an email with a copy of the transfer or deposit receipt. The relevant email address and fax number are listed in the Reference Schedule of the Sale Contract.

Our Trust Account details are as follows:

HWL Ebsworth ABN:	37 246 549 189
Bank Account Name:	HWL Ebsworth Lawyers Law Practice Trust Account
Bank:	Westpac Banking Corporation
Address:	388 Queen Street, Brisbane, QLD 4000
BSB:	034 003
Account:	24 66 34
Swift Code:	WPACAU2S

Copy of Sale Contract

Once the Sale Contract is signed by the Seller, a link to the Sale Contract will be emailed to the Buyer and to the Buyer's lawyer, if known.

The Buyer will not receive a physical copy of any of the documents. The Buyer can download and print a copy of the documents if required. The Buyer should do this at STEP 5 by clicking on the download or print box at the top of the document.

Contact/FAQs

If you have any queries during the signing process, please contact:

Name: Anita Cross
Phone: +61 7 3169 4723
Email: across@hwle.com.au

Consent and Acknowledgement

By clicking on the "I Accept" button and affixing your electronic signature, you:

1. consent to Orchard (Pebble Creek) Developments Pty Ltd ACN 615 408 949 (**Seller**) and its lawyers, HWL Ebsworth, and any agent of the Seller delivering documents to you in connection with the Seller's development known as "Pebble Creek" at South Maclean, Qld 4280 (**Development**) by an electronic communication (within the meaning given in the *Electronic Transactions (Queensland) Act 2001* (Qld) and any other relevant legislation) or by email attaching a Dropbox link (or a similar link) which you may use to find, read and download the documents (**Electronic Delivery**);
2. direct the Seller to deliver documents to you by Electronic Delivery to any email address you supply, including the email address of your solicitors or other agents;
3. confirm you are able to save documents delivered by Electronic Delivery so that the documents are readily accessible so as to be useable for subsequent reference;
4. consent to the Seller signing documents in connection with the Development electronically using DocuSign under which the Seller will apply a unique electronic signature to the documents and the application of the electronic signature to the document by the Seller will indicate the Seller's approval of the contents of the document;
5. acknowledge that the Seller has consented to you signing documents in connection with the Development electronically using DocuSign under which you will apply a unique electronic signature to the documents and your application of the electronic signature to the document will indicate your approval of the contents of the document;
6. acknowledge that you have been given the opportunity to obtain copies of the Seller's standard form of disclosure and contract for the Development prior to providing this consent and to obtain independent legal advice concerning the nature and effect of the disclosure and contract and that you have availed yourself of that opportunity to the extent to which you chose to do so; and
7. confirm that, if you are providing this consent and acknowledgement as an authorised officer of a company:
8. you have the full authority of the company to provide the consent on its behalf; and
9. you may be required to sign documents to guarantee the company's obligations to the Seller in which case the consent and acknowledgement you provide about the signing of documents includes the guarantee documents you will sign in your personal capacity.

I Accept

I Accept

I Accept