



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

Home Purchase & Assembly and Loan Concession Agreement

(Total Number of Pages 26)

(Twenty-six Pages in Total)

The Vendor - being a Manufacturer.

The Vendor is a supply chain management term that means, any entity that provides goods services or expertise to another entity.

A Vendor may sell business-to-business, or business-to-consumer (Manufacturer to Consumer direct).

As a manufacturer, HM3 Global Ltd (formerly Haussmann Limited) manufactures inventory items and building Systems and sells those items to the consumers directly, together with a service - the home assembly services and a Manufacturer's short-term finance Concession.

The Home Purchaser / Client

The M3 precision-engineered Building Systems Purchase Order is a contractual agreement between the Vendor and the Home Purchaser.

The manufacturer of a Building Systems based range of Products, being the M3 precision engineered Building Systems - supplies and assembles Homes at the nominated location and as per the Client/ Home Purchaser's order.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

**Home Purchase,
Assembly & Loan Concession Agreement**

The contract Date applicable is the Date the Vendor executed this Agreement including Attachment 1. The Vendor and the Client have agreed that Attachment 1 content will be executed as per Paragraphs 1 A - 1 J within the nominated timeframe expressed in each Paragraph. Such timed executions and provisions of information, whenever executed, will form part of this Agreement.

This Agreement, made on the

being the Contract Date:

Between:

Manufacturer: M3 Precision Engineered Building Systems Pty. Ltd

Vendor: (ACN - 672 041 628) (ABN - 556 720 416 28)

Email: info@hm3global.com

and

the Home Purchaser / Client:

Name(s):

Corporate Entity:

ACN:

ABN:

Home Address:

DA approved Property Address:

Client ID - Driver's Licence - State:

Number:

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

BACKGROUND:

- A. HM3 Global Ltd (HM3) is the owner of M3 precision engineered Building Manufacturing Systems and processing technologies to produce application, precision-engineered (Parts) Homes. Sustainable raw material sources are used by up to 80 % of total production material input, processing mixed discarded Raw Materials, from industrial and commercial sources, (intermingled raw materials), applying a “zero” solution for such mixed used materials and using such discarded materials in priority processes to produce its application-engineered, composite materials-based building systems.
- B. The Vendor is offering Home /Dwelling for sale in the form of assembly packages, purchased by the Client - off-plan - BA-certified approved single Dwellings ready to be assembled at the nominated client-approved Land Parcel/Location. (DA means Development Approvals -BA means Building Approval). This offer is available to individuals and Families only, being the nominated Home Purchaser(s) only.
- C. The Home Purchaser agrees to purchase a fully assembled House/Dwelling ready to move in, as an to be assembled number of packages from the Vendor as per the terms of this Agreement and a Purchase Order as per Schedule III - Attachment 1 of this Agreement. The parties agree that for the package to be contracted and purchased, the Vendor is also reliant upon the execution of the “First Mortgage approval within 6 months from date of this executed Agreement, being the Client’s Home Purchaser’s First Mortgage Agreement”.

TERMS:

The Purchaser agrees to purchase a ready to move in Home as an assembly package from the Vendor as per the following terms:

1. Property

- a. The proposed (off-the-plan) Home / Dwelling build is to be established as an M3 Building Systems manufactured Home as per Schedule I (Hausmann Home Bill of Quantities Document), to be built on the specified DA-approved Land, in a location determined by the Purchaser.

2. The net Purchase Price as per model design is 288 m² of living space.

- a. The gross Purchase Price is AUD \$ 400,000.00 (plus GST) (four hundred thousand dollars) payable as follows assembly and handover:

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Hausmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

- a. *100% payable at the Effective Date of assembled home hand-over to the Purchaser (the "Settlement Payment") is AUD \$ 400,000.00 (four hundred thousand dollars) (plus GST). minus deductible amounts as per Schedule I and Attachment 1
- b. The Purchaser will provide the Vendor with an irrevocable payment guarantee and the assignment of his or her first Mortgage benefit payable on the settlement to the Vendor on the date of established Dwelling on hand-over.
- c. On execution of this Agreement, the Vendor/Manufacturer shall grant the Client/Purchaser a Manufacturer's Loan Concession for AUD 700,000.00. This is a self-liquidating Loan concession and will liquidate when the Client/Purchaser enters a first Mortgage funding arrangement with a nominated Lender. (Schedule II)
- d. The Self-Liquidating Loan Concession is an indirect transfer of a net profit Concession, forfeiting such Profit in favour of the Client/Purchaser. By donating such an amount of Profit, the Manufacturer passes on such financial benefit to the Client/Purchaser.
- e. Manufacturer's Home Sales are restricted to individual Home Buyers and or Families only. Speculators, including developers and/or builders, are excluded from this Home Purchase offer. This offer is restricted to one Home per Client. only.

3. Deposit

- a. A \$ 2 (two) dollar Contract Deposit plus a processing fee of AUD \$ 7,000.00 (seven thousand dollars) is payable on execution of this Agreement and such amount of will be applied to the BA approval process with the nominated Council, home title registration, management, legal fees, and any other administrative costs associated with this Contract at the Vendor's discretion. This processing fee is fully refundable on Settlement. The Contract deposit and processing fee shall be directed to the Vendor's nominated account. ANZ - Haussmann Limited – BSB: 012-555 Account Number: 465 841 299 no later than 3 days (three) days after the Contract Date.
- b. Failure to complete the processing fee payment as provided in this clause will result in the Purchaser being in default under this Agreement, which will entitle the Vendor to terminate this Agreement.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

- c. The Vendor warrants that the Purchaser will receive 3 - 6 monthly updated progress reports and attention to complete outstanding matters, attended to by the nominated Sales Consultant to complete Attachment 1 Paragraphs D, E, F, G, and H.

4. Funds Conditions

- a. Funds on settlement, secured over Purchaser's first Mortgage, are only to be released on Settlement as per the terms of this Contract at the Settlement Date.

5. Goods and Services Tax - including quoted Container transport costs.

- a. All Goods and Services Taxes ("GST") are to be paid by the Purchaser. Quoted Container transport costs are to be deducted from the quoted Purchase Price on settlement, being the amount of a maximum of \$50,000.00 (fifty thousand dollars) and as per invoice issued by the nominated Transport Company to the Purchaser, and such payment is to be provided by the Home Purchaser to the nominated transport company in the first instance, two months before the agreed date of delivery of M3 Building Systems to Purchaser's nominated location unless agreed otherwise in writing.

6. Closing Date

- a. The Closing Date is the date of Settlement / Property / Dwelling handover by Haussmann M3 Precision Engineered Building System Pty. Ltd. of an assembled Home on the Purchaser's Building Block / Lot.
- b. The Vendor will notify the Purchaser when the Closing Date is approaching.
- c. At the Closing Date, funds are to be released to the Vendor under the terms of this Contract.

7. M3 Building Systems / Home / Dwelling Assembly Date

- a. The assembly Date being the Date of the 12 month anniversary of execution of this Agreement and the Purchaser via the Vendor must have received BA approvals for and on behalf of the Client/Purchaser necessary before the assembly of the home/Dwelling.
 - i. The Purchaser acknowledges that there is an expected approval period (BA) of up to 12 (twelve) months. This process will be entirely managed and conducted by the Vendor.
 - ii. The Purchaser will not be liable or responsible for bearing any of the costs that may be associated, including costs for approvals, or building insurance (incurred before the Closing Date).
 - iii. The Purchaser will provide a prepared excavated, levelled building area as per the Vendor design instructions, to enable the Vendor to assemble the purchased Haussmann Home building.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

- b. The Vendor will notify the Purchaser when the assembly Date has been reached.

8. Title

- a. The Purchaser will sign a Deed of Charge, or first mortgage in favour of the Vendor on the execution of this Contract over “the Property” / Home / Dwelling which will be free from all other mortgages, restrictions, encumbrances, leases, liens, charges, notices, orders, caveats, writs, or other interests except as otherwise provided in this Contract, or lodge an irrevocable Bank Guarantee to the quoted Purchase price by the Vendor.
- b. The Property Title will be inclusive of any fixtures and improvements installed by the Vendor and designed by the Client/Purchaser on the Property and all rights, privileges, and appurtenances.
- c. This is also inclusive of all proposed fixed Appliances, fixtures and fittings, windows, doors, fitted furnishings and all fixtures and fittings of a permanent nature, and other elements as included and chosen by the Purchaser as per Bill of Quantities / Purchase Order (Schedule I and Schedule III).
- d. Any notices, statements, certificates, releases, loan documents and other documents required by this Agreement, or by law, which are necessary for the closing must be promptly executed and delivered by the parties.

9. Transfer Date

- a. The Vendor warrants that upon the assembly Date, the Vendor will promptly commence site preparations, weather permitting, for the home/Dwelling establishment and ensure that such all required building works are completed within the planned timeframe of 6 weeks from the assembly Date.
- b. The failure of the Purchaser to comply with clause 8 by the Transfer Date will enable the Vendor to terminate this Agreement and forfeit any monies paid by the Purchaser.

10. Possession

- a. The parties agree that the proposed build is for a Home for the Purchaser only.
- b. The Vendor and the Purchaser, (property Owner) warrant that it will maintain the Property in its completed state, ordinary wear and tear excepted, for the Purchaser until the Possession Date.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

11. Expenses

- a. Unless both parties otherwise agree in writing, the following expenses are payable by the Vendor (the "Vendor's Expenses") and must be paid at or before closing:
 - i. All existing liens or encumbrances; prepayment penalties; land taxes, council, and water rates, unmetered public or private utility charges, and expenses required to transfer the Property.
- b. Unless both parties otherwise agree in writing, the following expenses payable by the Purchaser (the "Purchaser's Expenses") must be paid at or before closing:
 - i. All expenses related to M3 Building Systems containerized transport costs to the nominated assembly location as quoted by the Vendor; or incidental to any loan, including but not limited to; appraisal fees, application fees, credit reports, loan documents preparation fees, mortgage payments; preparation of transfer documents, registration fees on the transfer documents, financing statements; inspection fees; all prepaid items including flood and hazard insurance premiums. documentary stamp duties; and all other expenses payable by the Purchaser, necessary to perform the Purchaser's obligation under this Agreement must be released or discharged accordingly.

12. Ownership Transfer

The Purchaser acknowledges that for the duration of the Agreement, it will not be able to transfer ownership, be it either legal or equitable, or any security interest in the Home/Dwelling.

13. Transfer Duty

If the sale is subject to transfer duty, then the Purchaser shall pay the amount of duty required, by the time required, at such place or places as the Queensland Revenue Office (QRO) may designate.

14. Warranties

- a. The Vendor makes no express warranties aside from those expressly described in this Agreement. Upon the Transfer Date, the Vendor agrees to assign all. Manufacturer's assignable warranties, to the Purchaser.
- b. The Purchaser warrants that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975 (Cth).

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

15. Real Estate Taxes, Water Bills and Sewer Charges

- a. The Purchaser agrees to pay all such outgoings from the date of the signing of this Contract.

16. Other Insurances

- a. At the start of the Assembly of the Home /Dwelling, the Vendor agrees to ensure the premises and to keep the premises insured under a standard policy against loss by damage, together with liability coverage in the standard form. The insurance policy coverage must be in an amount not less than the amount due on this Contract.

17. Special Conditions

- a. The parties agree that the Purchaser will be responsible for the determination of the Property's location, design, configuration, finishes, and all other relevant particulars.
- b. The Property Building and improvements will be developed by the Vendor's Development Division, Haussmann SPV1 Pty. Ltd. and Ultimate Builder Pty. Ltd., ACN 642 602 739 ABN 85 642 602 739, Builders License Number: 182 320C.

18. Purchaser Warranties

- a. The Purchaser warrants that it will grant the Vendor all access and operational rights to the Property to undertake its services until the Possession / Settlement Date is reached.
- a. The Purchaser warrants that they will not occupy the Property or conduct any activities within the Property boundaries unless approved by the Vendor, even if the Possession Date has been reached.

19. Vendor Warranties

- a. The Vendor warrants that the funds produced by the Purchaser about this contractual agreement will be allocated to the following: any, and all costs associated with the production assembly and placement of such Home at the nominated Property, (including but not limited to items outlined in Bill of Quantities) and the payment of any Commissions arranged by the Vendor.
- b. The Vendor represents and warrants that there will be no liens, assessments, or security interests from third parties against the Property which will not be satisfied out of the sale proceeds. The Vendor makes no representation aside from those expressly provided in this Agreement.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

- c. The Purchaser warrants that no part of the Property will be listed on the contaminated land register, and that no part of the Property is classified as contaminated land under the Environmental Protection Act 1994 (QLD).
- d. The Vendor warrants to the Purchaser that the new Home will have all necessary permits/installations as required by law, either for single footings foundations or floating Box Foundations, designed to Soil Type as per Engineering advice and Soil testing report, being part of BA approval documentation including general connections to Sewerage and other connections required by Law, all approved safety switches for the general-purpose socket outlets, and fire alarm systems as defined in the Electrical Safety Regulation 2013 (QLD), smoke alarm(s) as required by Fire and Emergency Services Act 1990 (QLD), and any other components as required (as per Bill of Quantities).
- e. The Vendor makes no express warranties aside from those expressly described in this Agreement. Upon the Transfer Date, the Vendor agrees to assign all. The Manufacturer's assignable warranties, to the Purchaser. Statements of facts in this contract or in obtaining the contract are considered to be warranties and representations.
- f. The Purchaser warrants that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975 (Cth). The Vendor warrants and guarantees the performance of its precision-engineered to application-engineered products to application and composite.
- g. Manufacturer's Express implied/underwritten warranty/promise, satisfaction guarantee, and lifetime warranty.
- h. The nature of the transaction is a new Home Purchase consisting of the purchase of a tangible Product.

M3 Building System sold by the manufacturer in quantity/number of manufactured parts together with contracted promises, to assemble such parts into a dwelling to quality and size as quoted in the Home purchase and assembly and Vendor Loan agreement an offer, acceptance, and consideration agreed on between the Vendor and the Purchaser.

- a) This is an expressed and implied promise and contractual assurance provided by the Vendor to the Purchaser, re a precision-engineered composite manufactured M3 Building Panel system.
- b) which entitles the Purchaser the innocent party to damages if and when it should occur.
- c) Such implied warranty is limited to an agreed amount of payment received by the Vendor from the Purchaser but is not limited by disclaimer and is a limited warranty of fitness for a particular purpose being a precision-engineered Part of a Building System, the M3 Building System as per specifications and technical production data provided by the Manufacturer.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

- d) The Purchaser is reliant on these Express Warranties, proceeding to purchase his or her new Home, If for whatever reason the warranty is found not to be true or the defaulting party does not perform the contract by the terms of the warranty, the new Home Owner can enforce the breach of express warranty and be awarded via legal remedy specific damages as agreed between the Vendor and the Purchaser.
- e) This warranty is a product warranty by a manufacturer M3 Precision Engineered Building Systems Pty. Ltd and does include a fully backed guarantee, a refund in full about all Payments made by the New Home Purchaser, by the Global Parent Company HM3 Global Ltd. The Guarantor warrants that the product is free from material defects and finishes and workmanship and that the material / Part is not defective for the purpose it was made.
- f) The Purchaser has to claim a warranty and such claim is time-limited and has to be lodged with the Vendor within 90 days of receipt of the fully assembled Home, ready to be occupied. Consumer protection laws implemented will provide the purchaser with additional rights and remedies. Any claim of a defect by the Purchaser, and such claim or claims being confirmed in writing by an appointed independent Building inspector, as the Vendor and Purchaser have agreed, that the Vendor will return all funds advanced by the Purchaser to the Purchaser.
- g) The Vendor's satisfaction guarantee warrant, guarantees the refund of the full amount of funds received by the Vendor to the Purchaser, independent and regardless of the commissioned and appointed independent inspector's report.
- h) The Vendor's lifetime Product warranty, lifetime meaning 75 years from the date of execution of the Home Purchase and Assembly agreement.
- i) The Purchaser and Vendor have agreed, following any claim for refund of funds advanced by the Purchaser to the Vendor, that the Purchaser will have two solution choices to resolve ownership and title to the new Home, located at the Purchaser's property:

Choice 1:

- a) the Purchaser either will enter with the Vendor into a Home Rental/Purchase or Rental agreement to override the existing Home purchase agreement.
- b) A Rental / Purchase agreement provided by the Vendor to the Purchaser, will consist of the quoted Home purchase price plus a rental component for a period of up to 50 years to be calculated on discounted market rental amount, Market Rental is discounted by 50% of the applicable average monthly market rental charged at the time of a proposed contractual arrangement between the Vendor and the Purchaser including interest-free monthly capital amount payment, being the calculated amount to be paid to the Vendor over up to 50 Years.
- c) A Rental agreement for the term of 50 years, calculated at the 50% of average market price rentals charged at the time. At the end of the Rental period the

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

Purchaser will sell his or her parcel of land to the Vendor as per the original purchase price purchased by the Purchaser.

Choice 2:

a.) The Vendor will dis-assemble the newly assembled Home within 12 weeks and remove all M3 Building Systems assembled including fixtures and fittings as per the date of the Purchaser's nominated Choice 2, such Choice 2 agreement as executed between the Purchaser and the Vendor.

22. Property Assessment

a. The parties hereby acknowledge that every State has property valuations are done annually by the Valuer-General of the said State. The parties agree that no claim will be made against either party for any changes in property tax because of a re-assessment of the Property, save and except any property taxes that accrued prior to the Transfer Date.

23. Risk of Loss

a. The Vendor will bear all risk of loss to the Property or its improvements, during assembly time, which includes, but is not limited to, physical damage or destruction to the Property, or loss caused by resumption/compulsory acquisition, until the Transfer Date. If at any point after the Transfer Date but before the Possession Date, any part of the Property is damaged or destroyed, the Vendor will restore the Property to its previous condition as soon as possible before the Possession Date, reasonable delays excepted.

24. Remedies on Default

- a. A party will be in default if the party fails to comply with the provisions of this Agreement.
- b. If a party is in default, then without limiting any other right or remedy of the parties under this Agreement or otherwise, the non-defaulting party may affirm or terminate the Agreement. If the non-defaulting party affirms the Agreement, it may sue the defaulting party for damages, specific performance, or both.
- c. If the Purchaser is in default and the Vendor terminates, the Vendor may: sell to another Purchaser, the land/property, resume possession of the Land; keep the Deposit and any interest earned and sue the Purchaser for damages.
- d. If the Vendor is in default and the Purchaser terminates, the Purchaser may: recover the Deposit and any interest earned.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

25. Deposit Holder

- a. The Purchaser agrees that as the First Mortgage holder is:
 - i. a party to this Agreement and will not assume any liabilities incurred because of the performance or non-performance of the Vendor, and that no liability will be incurred unless the First Mortgage holder is grossly negligent or wilfully breaches the terms of this Agreement.
 - ii. liable for the loss of all costs incurred by the Vendor because of the failure of any financial institution in which First Mortgage Funds is acting as the deposit holder; and
 - iii. liable for interest on such First Mortgage set aside for Payment on Settlement.
- b. At all relevant times during this Agreement, the First Mortgage holder is required to notify the Vendor, before the releasing of any funds to the party who is requesting final payment, on the set date of Settlement.

26. Requisitions

- a. Except as provided in this Agreement, the Vendor does not know of and does not expect any outstanding demand, order, judgment, requisition, or requirement relating to the Property.
- b. The Purchaser shall not make any requisitions on the title to the Property.
- c. The Purchaser shall not make any claim or requisition in respect of any dividing fence within the meaning of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 (QLD) or for any service for another property passing lawfully through the Property.

27. Assignability

- a. The Purchaser cannot assign this Agreement without the Vendor's written consent. This Agreement is binding on the respective heirs, executors, administrators, successors, personal representatives, and assigns of the parties.

28. Governing Law

- a. The parties agree this Agreement will be construed under the laws of Queensland, without regard to the jurisdiction in which any action may be instituted.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

29. Severability

- a. If there is a conflict between any provision of this Agreement and the applicable legislation of Queensland (the "Act"), the Act will prevail, and such provisions of the Agreement will be amended or deleted as necessary to comply with the Act. Further, any provisions that are required by the Act shall be incorporated into this Agreement.
- b. If any term or provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected, and each unaffected term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

30. Broker or Agent

- a. If a broker or agent was retained, the party that employed the said broker or agent will be solely liable for the costs associated with it.

31. Agreement of Parties

- a. This document constitutes the entire agreement of the parties, and it may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreement. The provisions contained in this Agreement cannot be changed, except by the signed and delivered written consent of both parties.

32. Consult a Lawyer

- a. The Purchaser may wish to consult a lawyer and seek legal advice before this Agreement is executed.

33. Electronic Transaction

- a. If this transaction is to be conducted as an electronic transaction, then the parties must conduct the transaction by the Electronic Conveyancing National Law (Queensland) Act 2013.

34. General Provisions

- a. This Agreement may be executed in counterpart scans and email documents and or digital signatures are binding and are original signatures.
- b. All monetary amounts in this Agreement refer to Australian dollars, and all payments required to be paid under this Agreement as per Attachment 1 being the quoted net Purchase Price and will be paid in Australian dollars unless the parties agree otherwise in writing.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

- c. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender mean and include the feminine gender and vice versa. Words importing persons include firms and companies and vice versa.
- d. Time is of the essence in this Agreement. Every calendar day except Saturday, Sunday, a public holiday, or a bank holiday recognized in Queensland will be deemed a business day and all relevant periods in this Agreement will be calculated in business days. Performance will be due the next business day if any deadline falls on a Saturday, Sunday, public holiday, or bank holiday. A business day ends at five p.m. local time in the time zone in which the property is situated.

35. Cooling Off Period

Subject to any exceptions laid out in this Agreement, the Purchaser may rescind this Agreement by serving written notice to the Vendor at any time before 5:00 p.m. on the 5th business day after the day this Agreement is made.

36. Notices and Warnings

All notices under this Agreement must be written and signed by the respective Party or its agent and all such correspondence will be effective with a return receipt requested, transmitted by email as follows.

37. Electronic Execution

By signing this agreement electronically using either DocuSign, or scanned signed documents, and or digital signature affixed documents the parties acknowledge and agree to the following:

- a. Consent to Electronic Documents:
 - i. The recipient consents to receive and accept electronic documents, including this agreement.
 - ii. The electronic signature serves as a valid and binding representation of the signatory's intent.
 - iii. The signatory warrants that they are duly authorised to execute this agreement.
- b. Signatory Identification:
 - i. The electronic signature must clearly identify the signatory.
 - ii. It must indicate the signatory's intention to execute the relevant document or transaction.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

- c. Reliability:
 - i. The electronic signature method used via DocuSign or other digital signatures attached, is reliable and appropriate for the transaction.
 - ii. Courts recognise the validity of electronic digital signatures, including those provided by DocuSign.

- d. Recipient Consent:
 - i. The person receiving the signature must consent to the method of signing used via DocuSign.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

Vendor / Manufacturer: M3 Precision Engineered Building Systems Pty. Ltd

and

the Purchaser / Client:

Executed as an Agreement.

SIGNED by _____

(Print Name)

(Purchaser)

SIGNED by _____

(Print Name)

**as the authorised representative for
M3 Precision Engineered Building
Systems Pty. Ltd:
(Vendor)**

.....

.....

By executing this document, the signatory warrants that the signatory is duly authorised to execute this document.

By executing this document, the signatory warrants that the signatory is duly authorised to execute this document on behalf of M3 Precision Engineered Building Systems Pty. Ltd



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

Schedule I:

HM3 Global Limited, M3 Precision Engineered Building Systems and Bill of Quantities Document.

1. **Business:** HM3 Global Limited operates as a manufacturer of precision engineered building systems. Our offerings include:
 - a. Sale of Building Systems.
 - b. Contract(s) for the assembly of living spaces.
 - c. Associated service provisions, such as BA approval(s).
 - d. Sales of appliances, fixtures, and fittings tailored to the preferences of new home buyers.
 - e. Delivery of finished, precision-engineered building systems, offering unparalleled advantages over conventional homes.
 - f. Provision of modern, sustainable M3 Building Systems Living Spaces, customised to the design preferences of new homeowners.
 - g. Offering new dwellings with unmatched benefits, not found in any other homes on the market.
2. **Payment Terms:**
 - a. A nominal deposit of \$2 is required at the time of purchase.
 - b. Full payment is due upon completion of the project, with no advance payment required.
3. **Warranty:**
 - a. The M3 Building System is backed by the manufacturer's express warranty, guaranteeing satisfaction for the lifetime of the product.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

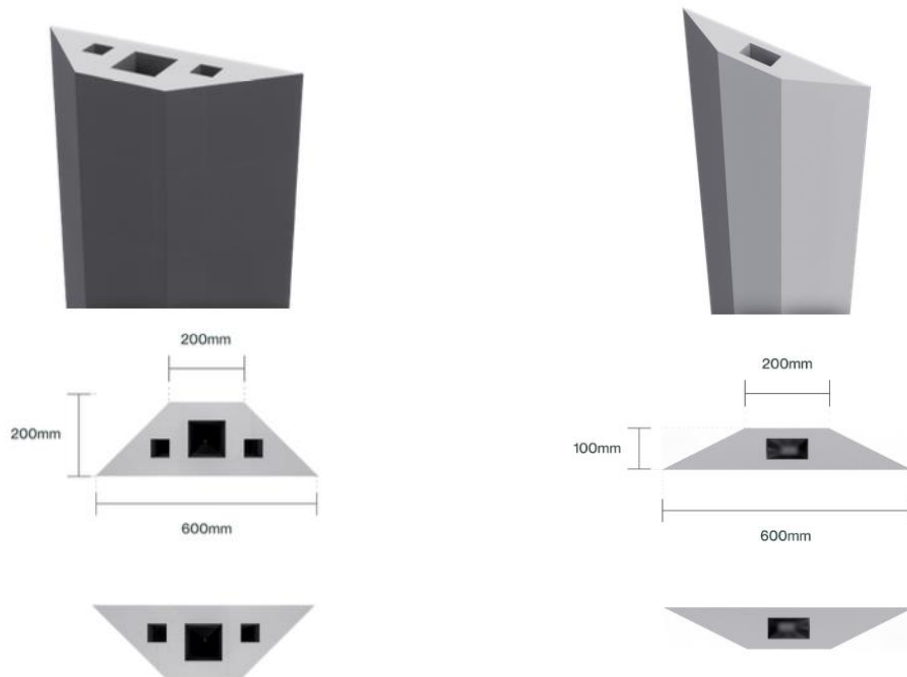
Contact: info@hm3global.com

Haussmann.com.au

M3 Building System Panel Specifications

The M3 Building System features panels of uniform shape, available in varying thicknesses and lengths:

- **Panel Shape:** Consistent panel shape across all variants.
- **Thickness Options:** Panels are manufactured in two distinct thicknesses.
- **Length Variations:** Available in standard lengths of 3 meters and 6 meters.



Assembly on the location of each “Panel” Part provides the Client’s final home design and size of living spaces. The floor plan is created as per the client’s design, based on the original standard size Floor Plan as per 288 m² Home. Each Panel is manufactured and is warranted to type and finishes.

Panel Engineering and Composition

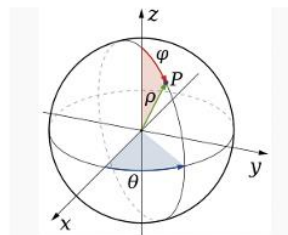
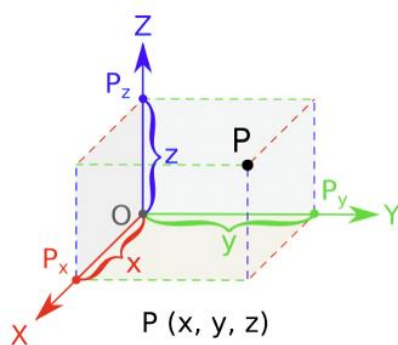
M3 Panels are meticulously engineered to cater to specific applications, including floor, wall, ceiling, and roof installations. Key features include:

- **Precision Engineering:** Panels are manufactured with precise specifications to ensure optimal performance.
- **Polymer Coating:** Each panel surface boasts a high-quality polymer finish, providing a solid and non-porous coating. Clients can choose from a range of polymer-coated finishes.
- **Composite Core:** Panel cores consist of inter-bound and blended ingredients, maximizing application flexibility in terms of space and volume utilisation. This composite composition allows for the customization of panel cores to meet specific requirements, including acoustic performance, impact resistance, tensile strength, and thermal insulation qualities.
- **Specialized Inclusions:** Certain panel applications incorporate designed inclusions for services such as hydraulics, electrical conduits, and air-conditioning tubes. Structural steel inserts facilitate panel assembly and connectivity.

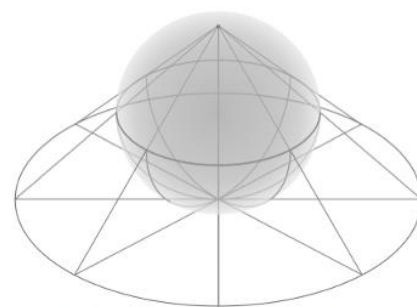
Structural Integration and Space Configuration

M3 Panels seamlessly integrate to form structurally sound three-dimensional spaces, facilitating modern building and living environments. Key aspects include:

- **Tri-dimensional Configuration:** Assembled panels create a Cartesian coordinate system, facilitating the construction of diverse living and physical spaces.
- **Rotational Symmetry:** M3 Building Systems offer versatile space configurations with rotational symmetry, allowing for flexible design arrangements.
- **Vector Space Modelling:** Physical space can be modelled as a vector space, incorporating inner product structures to define length, angle, and orthogonality. This enhances the precision and adaptability of space design and construction processes.



Spherical coordinate system



Projecting a sphere to a plane



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628



Australian Government
IP Australia

Receipt of Electronic Submission

The Receiving Office (RO/AU) acknowledges the receipt of a PCT International Application filed using ePCT-Filing. An Application Number and Date of Receipt have been automatically assigned (Administrative Instructions, Part 7).

Submission Number:	050059	
Application Number:	PCT/AU2024/050059	
Date of Receipt:	31 January 2024	
Receiving Office:	Australian Patent Office	
Your Reference:	11605PCT	
Applicant:	FILLER, Erwin Walter	
Number of Applicants:	1	
Title:	BUILDING SYSTEMS, COMPONENTS THEREFOR AND BUILDING METHODS	
Documents Submitted:	11605PCT-appb-000004.pdf (20240131 Complete Specification_PCT.pdf)	878006
	11605PCT-appb.xml	974
	11605PCT-dpcf-000001.zip (20240131 PCT Specification.zip)	2268664
	11605PCT-fees.xml	2540
	11605PCT-requ.xml	4272
	11605PCT-vlog.xml	1046
Submitted by:	Andrew Dark (Customer ID: user_AU_DARK_ANDREW_8436)	
Timestamp of Receipt:	31 January 2024 16:57 UTC+11 (AEDT)	
Official Digest of Submission:	57:02:33:7A:E1:50:A7:8F:6A:40:48:17:45:B7:09:32:7C:74:9A:5C	

Patent Status:

Preparing and filing international application - No. PCT/AU2024/050059
Building Systems, Components therefore and Building methods - PCT Patent Application -
filing receipt and documentation - complete specification filing report copy -
having corrected defects - providing us with detailed lodgement document copies -
drawing's copy of the international Patent application as filed -
draftsman formal drawings filed - designated countries filings - 7. August 2025 -
further applications based on provisional applications.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

- Single-story homes are sold for \$1400.00 per square metre.
- Double-story homes are sold for \$1600.00 per square metre.
- Single-footing Homes are calculated on the living space square meters inside dimensions: (12 m x 24 m). Living Space inside dimensions.
- Floating Box Foundation Homes are calculated on an outside square meter dimensions, which include veranda and walkway dimensions. Outside dimensions: (18 m x 30 m) (includes veranda and walkways)



- 1.) Processing Fees: \$ 7,000.00 amount - **is deducted on settlement.**
- 2.) Appliances, fixtures, and fittings (client choices) amount - **is deducted on settlement.**
- 3.) Transport cost invoice amount - **is deducted on settlement.**

These fees:

- are paid by the client, the new homeowner at different stages of contract implementations, and are deducted from the quoted amount of \$ 400 000.00 per 288 m² Home with a quoted net cost of \$ 350 000.00 per 288 m² square Home, based/calculated on a single footing design.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

- Single footing Homes are calculated on the living space square meters inside dimensions. (12 m x 24 m). Living Space inside dimensions.
- **Floating Box Foundation-based Homes** are calculated on outside square meter dimensions, which include veranda and walkway dimensions. Outside dimensions: (18 m x 30 m) (includes veranda and walkways)

Assembly Fee:

An Assembly Fee of \$ 50 000.00 per Home, (doesn't matter what size) is charged for each home assembled **and is not deducted on settlement.**

For example:

Single-footing Homes are calculated on the living space square meters inside dimensions. (12 m x 24 m) — Living Space inside dimensions.

Calculation:

12 m x 24 m x \$ 1400.00 = \$ 403 200.00

* Deductions on settlement: Amounts as set out below (1, 2 and 3) .

Floating Box Foundation based Homes are calculated on outside square meter dimensions, which does include veranda and walkway dimensions. Outside dimensions. (18 m x 30 m) (includes Veranda and Walkways)

Calculation:

18 m x 30 m x \$ 1 400.00 = \$ 756 000.00

*Deductions on settlement: Amounts as set out below (1, 2 and 3).

Deductions from quoted square meter price:

- 1.) Processing Fees: \$ 7 000.00 amount - **is deducted on settlement.**
- 2.) Appliances, fixtures, and fittings (client choices) amount - **is deducted on settlement.**
- 3.) Transport cost invoice amount - **is deducted on settlement.**

4.) An Assembly Fee of \$ 50 000.00 per Home, (regardless of home size) is charged for each home assembled. This assembly fee is **not deducted on settlement and is added on the quoted square metre price quoted.**

Calculation:

Double Level Homes are sold for \$ 1600.00 per square metre, with 3-metre-wide overhang verandas and walkways and calculated as per above calculations:(18 m x 30 m which includes m² of veranda and walkways) Double Level Homes are sold only with single footing foundations - not a Floating box foundation.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

Schedule II:

Manufacturer's (Concessionaire) loan concession - Terms of Transaction. (Private Finance), Providing the Home Purchaser/Client with a portion of the Manufacturer's revenue derived from such Home Productions. The Home Manufacturer's loan concession (Terms of Transaction) The agreement is a concession grant and a concession assembly permit, conditional upon a first Mortgage approval within 6 weeks to be obtained / contracted and executed by the Home Purchaser, in favour of payment to the Manufacturer on Settlement by a nominated lender The Manufacturer's Loan Concession is a short-term private finance concession initiative by the Manufacturer issued to the Home Purchaser to make the Home more affordable.

This Supply and Assembly Contract is a fixed amount contract to carry out production of M3 building systems parts, deliver such Parts to the nominated location and assemble such parts at such nominated location.

The M3 Building Systems seller costs are in part a contract concession cost issued as an invoice by the Manufacturer to the Purchaser which the Purchaser agrees to pay. This is a concession agreement between the Vendor and the Home Purchaser to contract for the correct home purchase market value of an M3 precision engineered building system Home Purchase Item; an established home, ready to move in.

Such a supply Agreement does consist of the supply of precision engineered Parts and assembly services. The Contract contains details about each Party and the goal of this concession Contract. Such short-term concession granted by the manufacturer to the Client/ Purchaser is granted as being part of a marketing promotion for a period until the Client/Home Purchaser enters into a first Mortgage Agreement to enable the Client/Home Purchaser to make payment of a special concession price granted by the manufacturer to the Client. Such a Concession is an advertised, temporary reduction of a Home Purchase price but is not a discount. A M3 precision-engineered Building Systems concession price is lower the normal home sales market price, being an estimated 50% lower than the square metre market price applicable for established new Homes ready to move in. This concession agreement is a share of a home manufacturer's extraction allocated cost reimbursement. Such reimbursement amounts.

The quoted market price for the assembled product, being a home ready to move in, is a minimum amount of AUD \$ 700 000.00 (seven hundred thousand dollars) per 288 m² assembled Home. The Inherent concession in part, is a share of 50% of the total. The purchase price is financed via a first Mortgage by the Purchaser/Client and liquidates such concession arrangement contract between the Vendor/Manufacturer and the Home

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

Purchaser. Such a Manufacturer's concession allows and enables the Home Purchaser/Client to purchase M3 precision Building Systems and service being an assembly contract. Such concession and service will attract a wider nationwide demographic of home purchasers/Clients offering a unique home purchase experience. This Manufacturer's award of a concession is a fundamental principle of fair treatment, transparency, and mutual recognition. The manufacturer's revenue earned during the period of this concession, other than excluding the value of the concession earned, is the net quoted Home Purchase price, being a maximum \$1 400.00 (one thousand four hundred dollars) per square metre price charged for an established Dwelling/Home by the Manufacturer.

The M3 precision engineered Building Systems Manufacturer's offer is to sell a 288 m² Home for \$400 000.00 (three hundred and fifty thousand dollars) minus Transport costs, minus appliances, fixtures, and fittings purchased by the Purchaser for his or her assembled, minus preparation costs for a home ready to move which appraises for minimum of \$800 000.00 (eight hundred thousand dollars). The Manufacturer's concession is 50% and such contribution by the Manufacturer will provide Housing affordability and such a concession to the Home Purchaser will assist with the Mortgage amount and closing cost of a first Mortgage sought by the Purchaser/Client.

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

Schedule III:

Purchase Order Document - Attachment 1

Attachment 1:

HM3 Global Ltd

ACN 617 865 960 ABN 3261 786 5960

Level 14, 167 Eagle Street Brisbane, Queensland 4000, Australia.

Contact: info@hm3global.com

Haussmann.com.au



M3 Precision Engineered Building Systems Pty Ltd

Pilot Plant 2 — Plant Management — Australia

ACN: 672 041 628 ABN: 55 67 2041 628

Attachment 1

Home Purchaser:

Full Name:	
Address:	
Mobile	
Driver's License – Copy	
Driver's License – State	
Driver's License – Number	

- a. This Agreement and Attachment 1 may be executed in counterparts. Email documents and or digital signatures are binding and are original signatures.
- b. All monetary amounts in this Agreement refer to Australian dollars, **and all payments required to be paid under this Agreement as per Attachment 1 being the quoted net Purchase Price as per Client Order and Vendor payment formulations, as outlined in the Agreement** and will be paid in Australian dollars unless the parties agree otherwise in writing.

Attachment 1A - Property Address:

Land Title:	
Lot Number:	
Title Deed Registry Copy:	
Land record copy.	

Attachment 1 B - Assembled Home m2 space calculation:

Attachment 1 C - Home assembly method: see Home Assembly Agreement.

Attachment 1 D - Inclusions: List of Appliances Fixtures and Fittings:

Attachment 1 E - Living Space Divisions/Floor Plan

Attachment 1 F - Internal Coating Finishes:

Attachment 1 G - External Coating finishes:

Attachment 1 H - Kitchen size and design and finishes:

Attachment 1 I - First Mortgage Approval and Mortgage Document

Attachment 1 J - Haussmann National Sales Consultant information

Full Name:	
Address:	
Mobile	
Driver's License – Copy	
Driver's License – State	
Driver's License – Number	