



SPIG Buyer's Agency Agreement

This Buyer's Agency Agreement ("Agreement") is made and entered into this Day [Day] of [Month] 2025, by and between **[Buyer's Name/s]** ("Buyer") and **Sovereignpropertyinvestors Pty Ltd ABN 52674531134**, represented by Jasmiit Singh ("Agent").

WHEREAS, Buyer desires to engage Agent to assist in the purchase of real estate; and

WHEREAS, Agent desires to act as Buyer's exclusive agent in connection with such purchase;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Engagement of Services

Buyer hereby appoints Agent as Buyer's exclusive agent to assist Buyer in locating and purchasing real estate (the "Property") in accordance with the Buyer's Brief.

2. Agent's Duties

Agent agrees to use commercially reasonable efforts to:

- Source property for the Buyer's review in accordance with the Buyer's Brief.
- Provide sales data to the Buyer.
- Advise the Buyer in relation to what due diligence should be undertaken prior to purchasing a property.
- Liaise with the vendor's agent regarding potential properties for purchase by the Buyer.
- Negotiate the purchase price of a property and the terms and conditions of a Contract of Sale and Purchase of Land and House under the instructions of the Buyer.
- Register at any auction that the Buyer instructs.
- Bid on behalf of the Buyer at an auction, up to an approved price communicated by the Buyer.
- Liaise with the Buyer's legal representative.
- Keep Buyer informed of each stage of the negotiation of a purchase price, as instructed by the Buyer.
- Not exceed the maximum or agreed price fixed by the Buyer without the express authorisation of the Buyer or the Buyer's representative.

3. Buyer's Duties

Buyer agrees to:

- Notify the Agent in writing of any amendments to the personal details or property specifications of this Agreement or material facts regarding the Buyer's proposed purchase of the property.
- Cooperate with the Agent at all times, including without limitation by providing instructions in a timely manner and being available for property inspections.
- Demonstrate financial capability to purchase a property within the specified price range.
- Obtain and order products or services from outside sources at their own expense, such as surveys, soil tests, title reports, engineering studies, and home inspections.



4. Agent's Authority

The Agent is authorised to:

- Represent that they are acting for the Buyer.
- Make all enquiries regarding properties as set out on the Buyer's Brief.
- Liaise with vendors' agents who have listed properties that match those described on the Buyer's Brief.
- Appoint persons to assist the Buyer, including but not limited to: solicitors, mortgage brokers, valuers, pest and building inspectors and strata inspectors.
- Make offers on properties under the instructions of the Buyer.
- Bid at auctions on behalf of the Buyer, if instructed.

5. Limitations

- The Buyer acknowledges they are responsible for paying any fees associated with persons set out in Clause 4.1(d) of this Agreement.
- The Buyer acknowledges that the Agent cannot execute a Contract of Sale and Purchase of Land and House on behalf of the Buyer unless appointed as an Enduring Power of Attorney for the Buyer.
- If the Buyer is the successful bidder at an auction, the Buyer must either:
 - Be available for executing the Contract of Sale and Purchase of Land and House; or
 - Arrange a person who is an Enduring Power of Attorney for the Buyer, to be available at the auction; or
 - Authorise the Auctioneer in writing to execute the Contract of Sale and Purchase of Land and House.

6. Variation

- This Agreement may be varied at any time by the parties, subject to Clause 6.2 and 6.3 of this Agreement.
- Where either party wishes to vary this Agreement, that party must provide alternate instructions in writing to the Agent varying:
 - The Item Schedule; or
 - The Instruction Sheet; or
 - The Terms of this Agreement.
- For the purposes of Clause 6.2 of this Agreement, either party must confirm their acceptance or rejection of the proposed variations, in writing, to the other party.
- From time to time, the Buyer will amend their instructions after viewing properties and being approved for finance. Where the Buyer has amended their instructions, the Agent will amend the Instruction Sheet to this Agreement and provide a new Instruction Sheet to the Buyer, which will constitute a new retainer for the Agent.



7. Term

- The term of this Agreement is set out on the Item Schedule.
- Either party may terminate this Agreement in writing by giving written notice to the other party that the Agreement is at an end no later than 14 days prior to the expiry of the current term under this Agreement.
- Where either party does not terminate the Agreement, the term of the Agreement is extended for the same term as set out on the Item Schedule.
- The Agent may terminate the Agreement in writing without notice where the Buyer has failed to pay any fees or remuneration under this Agreement.
- Notwithstanding clause 7, this Agreement may be terminated immediately provided written consent is given by all parties.

8. Exclusivity

- This is an exclusive Buyer's Agency Agreement.
- The Buyer cannot appoint another Agent unless this Agreement has been terminated in accordance with Clause 7.

9. Fees

- Where the Agent has been appointed on the Item Schedule to provide only the Auction Bidding Service, the Agent is entitled to be paid the Auction Bidding Service Fee and Auction Retainer Fee set out on the Item Schedule for every auction the Agent is instructed to attend on behalf of the Buyer. The Buyer must pay the Auction Bidding Service Fee and Auction Bidding Retainer Fee prior to each Auction the Buyer has instructed the Agent to bid on their behalf.
- Where the Agent has been appointed on the Item Schedule to provide only the Negotiation Service, the Buyer may be required to pay the following fees: The Retainer Fee; and The Negotiation Service Fee.
- Where the Agent has been appointed on the Item Schedule to provide the Full Buyer's Agent Service, the Buyer may be required to pay the following fees: The Retainer Fee; and The Full Buyer's Agent Service Fee.
- Where the Agent has been appointed to undertake the Full Buyer's Agent Service or Negotiation Service the Buyer must pay the Retainer Fee as set out on the Item Schedule, upon the execution of this Agreement.
- For abundant clarity:
 - The Retainer Fee is non-refundable if the Buyer does not proceed to a purchase; and
 - The Retainer Fee forms part of the Full Buyer's Agent Service or Negotiation Service.
- The Agent is entitled to the Full Buyer's Agent Service Fee or Negotiation Service Fee where the Buyer enters into an unconditional Contract of Sale and Purchase of Land and House to buy property within the Term of this Agreement, regardless of who introduced the Buyer to the property and where the Buyer locates the property.
- Where a Buyer purchases a property within 12 months of the expiry of this Agreement, the Agent is entitled to their Full Buyer's Agent Service Fee or Negotiation Service Fee, provided that:
 - The Buyer was introduced to the property by the Agent;



- The Buyer was introduced to the owner of the property by the Agent; or
 - The Buyer was introduced to the vendor's agent by the Agent.
- For the purposes of this Agreement, a property may be purchased by: purchasing a property; purchasing shares in a corporation that owns the property; or purchasing the units in a trust that own the property.
- The Agent is entitled to their Full Buyer's Agent Service Fee or Negotiation Service Fee where the Buyer has purchased a property through a relative, business associate, or any associated entity that the Buyer controls.
- The Buyer must pay the Full Buyer's Agent Service Fee or Negotiation Service Fee as soon as the Buyer goes unconditional on a Contract of Sale and Purchase of Land and House.
- For the purposes of this Agreement, a "Contract for Sale" includes any option to purchase including a call option or a put and call option.
- Where the Buyer has not paid the Full Buyer's Agent Service Fee or Negotiation Service Fee in accordance with this Agreement or has indicated that they intend not to pay the Full Buyer's Agent Service Fee or Negotiation Service Fee, the Agent is entitled to register this unpaid fee as a debt with any credit reporting body.
- Where the Buyer is a corporation, the Director guarantees the payment of all fees under this Agreement.
- Where the Agent is entitled to a fee under this Agreement and that fee has not been paid, the Buyer grants a charge over the property purchased by the Buyer through the Agent upon the completion of any Contract of Sale and Purchase of land and House.
- For the purposes of Clause, where the property is subject to an option deed, completion occurs either when the option period lapses under the deed or when a binding contract between the parties has been affected. This clause does not merge on termination of his Agreement.

Residential Property:

- For residential properties with a purchase price up to **\$750,000**, Buyer agrees to pay the Agent a flat fee of **\$11,700** for the property when the **Full Buyer's Agency Services** are provided.
- For residential properties with a purchase price over **\$750,000**, Buyer agrees to pay the Agent a flat fee of **\$11,700 plus 1% of the purchase price** for the property when the **Full Buyer's Agency Services** are provided.
- For residential properties, Buyer agrees to pay Agent a **Negotiation Only** fee of **1%** of the purchase price.

Commercial Property:

- For commercial properties, Buyer agrees to pay Agent a commission of **1.9%** of the purchase price when the **Full Buyer's Agency Services** are provided.
- For commercial properties, Buyer agrees to pay Agent a **Negotiation Only** fee of **1%** of the purchase price.
- The commission shall be payable as soon as the Buyer goes unconditional on a Contract of Sale and Purchase of Land and House.
- Buyer shall pay Agent a retainer fee of **\$5,500 + GST** upon signing this Agreement, which shall be credited against the commission received by Agent upon the consummation of a transaction by Buyer.
- Buyer understands and agrees that the Brokerage Fee payable by Buyer to Agent under this section shall be deemed earned by Agent and payable upon Buyer's purchase of real estate whether or not Agent was involved in the transaction leading to such purchase. For example, if Buyer purchases a property on their own without Agent's assistance (such as



through an open house or "For Sale By Owner"), Buyer would still owe Agent the Brokerage Fee described under this section as compensation for Agent's commitment and efforts in assisting Buyer in attempting to acquire real estate.

10. Disclosures and Rebates

- The Buyer acknowledges that the Agent has disclosed any conflict of interests prior to executing this Agreement.
- The Buyer acknowledges that they have been made aware of any rebates received by the Agent prior to executing this Agreement.

11. Indemnity

- The Buyer will hold and keep indemnified the Agent against all actions, suits, proceedings, claims, demands, costs, and expenses whatsoever which may be taken or made against the Agent during or arising out of the property performance or exercise of any of the powers, duties or authorities of the Agent under this Agreement.
- The Buyer indemnifies the Agent for all expenses, costs, including but not limited to debt collection fees and/or legal costs and disbursements incurred by the Agent in recovering any outstanding fees under this Agreement.

12. Confidentiality

- The parties must keep confidential any information identified in this agreement as confidential information, save for any necessary disclosure to their respective legal and financial advisers, or as otherwise required by law.

13. Warranties

- The Agent makes no warranties to any information or data from any third parties and expressly disclaims all liability in relation to such information or data, including but not limited to its accuracy, completeness, suitability or reliability.
- The Agent makes no warranties to referrals to third parties including but not limited to legal representatives, mortgage brokers, building, pest or strata inspection companies, valuers and surveyors, in relation to the purchase of the property.
- Although the Agent utilises information from published and trusted third parties, the Agent cannot guarantee this information. The Buyer should verify any information with the relevant professionals and the Buyer acknowledges that under no circumstances will the Agent be liable for any advice, acts, or omissions of such third parties.
- The Agent is not a valuer, and information provided regarding the current or future value of the property is indicative based on the most recent electronic data.
- The Buyer warrants that they have the authority to enter into this Agreement.

14. Electronic Transactions

- Pursuant to the Electronic Transactions Act 2000, the parties may execute this Agreement electronically.
- Notwithstanding any other provision of this Contract, this Agreement does not need to be signed in counterparts.



15. Notices

- All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered electronically to the email addresses below:
- If to Buyer: [Buyer's Email Address]
- If to Agent: j@spig.com.au.

16. Waiver

- No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party.

17. Severability

- If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

18. Binding Effect

- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns.

Execution

- **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

Buyer: [Buyer's Full Name]

Agent:

Sovereignpropertyinvestors Pty Ltd - ABN - 52674531134,
Represented by: Jasmeet Singh.