

EXCLUSIVE BUYER'S AGENCY AGREEMENT

DATE: This Day [Day] of [Month] 2025

BETWEEN: Sovereignpropertyinvestors Pty Ltd ABN 52674531134, represented by Jasmieet Singh ("Agent")

AND: [Buyer's Name/s] ("Buyer")

1. ENGAGEMENT OF SERVICES & PACKAGES

Buyer hereby appoints Agent as Buyer's exclusive agent to assist Buyer in locating and purchasing real estate in accordance with the following selected package:

- **Option 1: Growth Package (Strategy & Search):** Includes strategic briefing, market data analysis, and property identification. This package is for **Strategy & Search** only and does **not** include end-to-end acquisition management, bidding, or negotiation.
- **Option 2: Executive Package (Full Buyer's Agency Service):** Includes comprehensive search, evaluation, negotiation, and acquisition management (including bidding and auction registration).

2. AGENT'S DUTIES (OPTION 2 ONLY)

For Option 2 engagements, Agent agrees to:

- Source property and provide sales data.
- Advise on due diligence and liaise with vendor's agents.
- Negotiate purchase price and terms under Buyer's instructions.
- Register for and bid at auctions up to an approved price.
- Liaise with Buyer's legal representative and keep Buyer informed of negotiations.

3. BUYER'S DUTIES

Buyer agrees to:

- Notify Agent in writing of any amendments to specifications or material facts.
- Cooperate with Agent and demonstrate financial capability to purchase.
- Order third-party services (surveys, soil tests, inspections) at their own expense.

4. AGENT'S AUTHORITY & LIMITATIONS

- **Authority:** Agent is authorized to make enquiries, liaise with vendor agents, appoint assist persons (solicitors, inspectors), and make offers under instructions.
- **Limitations:** Agent cannot execute a Contract of Sale unless appointed as an Enduring Power of Attorney. At auctions, Buyer must be available, arrange a Power of Attorney, or authorize the Auctioneer in writing to sign.



5. FEES AND PAYMENT TERMS

- **5.1 Retainer Fee (Upfront Investment):** A non-refundable fee is payable immediately upon execution:
 - **Option 1:** \$6,600 AUD (Inc. GST).
 - **Option 2:** \$5,500 AUD (\$5,000 + GST).
- **5.2 Earned Upon Receipt:** The Retainer Fee is non-refundable if the Buyer does not proceed to purchase and forms part of the Full Success Fee.
- **5.3 Success Fees (Option 2 Only):**
 - **Commercial Property:** Fixed at **1.5% + GST** of the Purchase Price.
 - **Residential Property:** \$14,000 flat fee (up to \$860k) or \$14,000 + 1% (over \$860k).
- **5.4 Entitlement:** Fee is earned when Buyer enters an unconditional Contract of Sale within the Term, regardless of who introduced the property.
- **5.5 12-Month Tail:** Agent is entitled to the Success Fee if Buyer purchases a property within 12 months of expiry that was introduced by the Agent.

6. INTELLECTUAL PROPERTY & PLANNING TOOL

- **6.1 Proprietary System:** The "Property Planning System" and all underlying formulas are the exclusive Intellectual Property of the Agent.
- **6.2 Option 2 Access:** Executive clients receive immediate access upon engagement.
- **6.3 Option 1 Access (Loyalty Lock):** Growth Package clients will only be granted access to the Planning Tool **after** they have successfully acquired two (2) properties under the Agent's guidance and paid all associated fees.

7. TERM, EXCLUSIVITY & TERMINATION

- **Exclusivity:** This is an exclusive agreement; Buyer cannot appoint another Agent during the Term.
- **Termination:** Either party may terminate with 14 days' written notice prior to expiry. Agent may terminate immediately for non-payment.

8. INDEMNITY & WARRANTIES

- **Indemnity:** Buyer indemnifies Agent against all claims or costs arising from the performance of duties under this agreement.
- **Warranties:** Agent disclaims liability for third-party data or the acts of referred professionals (solicitors, inspectors). Agent is not a valuer.



ITEM SCHEDULE

| Item | Details |
|----------------------------|--|
| Buyer Details | [Name/s, Address, Email] |
| Package Selection | <input type="checkbox"/> Option 1 (Growth): \$6,600 Upfront <input type="checkbox"/> Option 2 (Full Service): \$5,500 Upfront + Fee |
| Success Fee (Comm.) | 1.5% + GST |
| Success Fee (Resi.) | As per statutory tiers in Clause 5.3 |
| Term | [Specified Duration] |

EXECUTION

Buyer: _____ Agent (SPIG): _____

Name: _____ Represented by: Jasmiit Singh

Date: //2025