

BUYERS AGENT AGREEMENT

This agreement is between the below mentioned party and Brisbane Buyers Agent Alistair Kelsall.

The Agent

- Name : Alistair Kelsall
- Entity : Kelsall Holdings Pty Ltd T/A Investate
- ABN : 50 117 449 617
- Address : 4 Ukamirra Ct Ferny Hills, Qld 4055
- Phone : 1300 886 840
- Mobile : +61405 131 333
- Email : akelsall@investate.com.au

A. THE PARTICULARS

- The Agent is appointed and authorised to act on behalf of the Buyer commencing on the represented on the acceptance of this agreement at the bottom of this form and ending on midnight 90 days from that date including any extension or until the Agent complies with Item B.2 (below). This Agreement can be terminated by either party by giving not less than Seven (7) day written notice to the other. Any such termination shall not affect either party's accrued rights or obligations incurred prior to the termination.
- In the event the service continues beyond the initial agency period per item above, the Agent may request a second initial fee (equal to the first initial fee paid by the Principal) which will be due for payment by the buyer on receipt of the agent's invoice. All initial fees are deductible from the agreed total fee.
- The Buyer warrants they have authority to enter into this Agreement.

B. AGENT'S AUTHORITY & DUTIES

The Buyer authorises the Agent to do the following:

1. Present to the Buyer selected properties for consideration for purchase at a price as set out in Part 1 of this Agreement or such other price the Buyer approves of in writing.
2. Negotiate the purchase of a property selected by the Buyer or a Property introduced to the Buyer by the Agent.
3. The Agent is authorised in respect of a property approved by the Buyer, to :
 - (i) participate in the exchange of contracts.
 - (ii) bid at auction on behalf of the Buyer.

C. AGENT'S FEES

1. Buyers Agent fees are charged at

\$5000.00 exclusive of GST for any property whose contract price is to a maximum of \$500,000

or

1% exclusive of GST, of the contract price whose value is over and above \$501,000.00 payable upon unconditional approval of purchase contract.

2. The Buyer agrees to pay to the Agent a non-refundable engagement fee of \$1,000 exclusive of GST (“the retainer fee”) payable whether or not the Buyer enters into a contract of sale and is due and payable when executing this Agreement. The engagement fee is to be deducted from the Agents total fee.

D. EXPENSES AND CHARGES

1. The Buyer is responsible for the payment of all fees and charges associated with the purchase of a property.

2. If in the event additional charges are incurred by the Agent whilst representing the Buyer. The Buyer agrees to reimburse the Agent. The Agent must provide an estimate to the Buyer prior to incurring and additional fees and charges.

E. EXTERNAL SERVICES

1. The Agent will engage external third-party services on behalf of the Buyer in order to perform specialised tasks in relation to the purchase of a property.

2. External service providers will charge the Buyer directly.

3. These service providers will work directly for the customer and are considered an independent arms-length service in relation to the Buyers Agent. The Agent does not receive any fees or commissions for engaging such services. Services may include but are not limited to:

- Building and Pest Inspection Services
- Conveyancing Services
- Engineering
- Town Planning
- Financial Services

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4. The Buyer reserves the right to appoint their own external service providers.

1.0 DEFINITIONS

1.1 "Government and other imposts" includes State and Federal Taxes and any tax in the nature of a goods or services tax and any other taxes or charges debited by banks or financial institutions against the account of the Agent in relation to receipts or expenditures associated with the operation of this Agreement.

1.2 "Person" includes a corporation.

1.3 Words importing one gender include the other and the singular only includes the plural and vice versa.

1.4 “Engagement Fee” a fee payable to the Agent prior to the commencement of any Buyers Agent services.

1.5 “Property” means real estate property including businesses.

1.6 "The Buyer" refers to the person or persons seeking the services of The Agent in order to act on his or her behalf for the purpose of securing real estate to the clients satisfaction.

1.7 "The Agent" refers to the person acting on behalf of the Buyer for the purpose of purchasing real estate.

1.8 "the Regulations" refers to the current and relevant legislation in the jurisdiction in which this Agreement is made. For example, the relevant Regulations if this Agreement is made in the state of Queensland

1.8 Third Party Services refers to professional services provided for the client whose role is to perform a specialised task in relation to the purchase of a property.

2.0 PRICE

The Buyer authorises the Agent to select real estate properties for purchase at a price as either stated or document by the Buyer.

3.0 EXPENSES, CHARGES and OTHER SERVICES

1 The Agent is entitled to reimbursement for expenses and charges and fees and other services incurred by the Agent as set out in Items D and E of the Particulars as and when the same are incurred.

2 Other reimbursement - If a purchase referred to in Item B is not completed because of default by the Buyer and whether or not the deposit is forfeited in full or in part then the Buyer will reimburse and agrees to reimburse the Agent for all expenses and charges reasonably incurred by the Agent under or in relation to this Agreement as provided for in Items D and E.

3 Variation - The fees, expenses and charges cannot be varied except as agreed in writing by the Buyer.

4.0 AGENTS WARRANTY, AUTHORITIES, INDEMNITIES AND OBLIGATIONS

1. Warranty - The Buyer warrants to the Agent that the Buyer has authority to enter into this Agreement with the Agent.
2. Agent not to Sign Contract - The Agent is not authorised to sign a Contract for the purchase of real estate on behalf of the Buyer unless previously agreed upon and Power of Attorney has been granted.
3. The Buyer will keep the Agent indemnified against all actions, claims and demands brought against, and all costs, losses and liabilities incurred by the Agent in the course of or arising from the exercise or performance of the Agent's authorities or duties under this Agreement.

5.0 FINANCIAL and INVESTMENT ADVICE

WARNING: Any financial or investment advice provided to the Buyer by the Agent is general advice and does not consider the individual circumstances of the Buyer or the Buyer's objectives, financial situation or needs.

The Buyer must seek and rely on their own independent financial and investment advice from an appropriate licensed financial adviser.

6.0 PROPERTY ADVICE

WARNING: any advice provided to the Buyer by the Agent as to the state or condition of any property being considered by the Buyer for purchase is general advice only and does not consider the individual circumstances of the Buyer or the Buyer's objectives, trade skills or qualifications.

The Buyer must seek and rely on their own independent strata search, pest and building and architectural planning advice from a qualified strata search, pest and building inspectors or architect or engineer.

7.0 REBATES, DISCOUNTS or COMMISSIONS

All rebates, discounts or commissions that the Agent will or may receive in respect of the expenses charged under this agreement and the estimated amount of those rebates, discounts or commissions to the extent that the amount can reasonably be estimated are as set out in Item E of the Particulars. The Buyer agrees that the Agent is entitled to retain all such rebates, discounts, commissions and other benefits.

8.0 GST

The Buyer must pay any goods and services tax payable in respect of any service performed or supplied by the Agent under this Agreement or reimburse the Agent on demand for any such tax paid by the Agent.

9.0 PRIVACY NOTICE

1. The Privacy Act 1988 (Cth) regulates the collection, use, disclosure and maintenance of personal information by the Agent from the Buyer. The information is collected by and pursuant to this Agreement.
2. The information collected enables the Agent to act for and on behalf of the Buyer and to effectively carry out the Agent's obligations under and pursuant to the terms of the Agreement and to perform and promote the Real Estate Agency services of the Agent generally.
3. Some of the information is required by law and without it the Agent may not be able to act for and on behalf of the Buyer.
4. The intended recipients of the information is any person to whom, body or agency to which it is usual to disclose the information to enable the agent to perform the services under or pursuant to this Agreement, Real Estate Agency services and as otherwise permitted by the Privacy Act 1988, including potential buyers, actual or potential sellers, print and electronic media, internet, financial institutions, State or Federal authorities, or organisations as well as owners' corporations and community associations.

10.0 AGENTS INDEMNITY AND LIABILITY

The Buyer holds and keeps indemnified the Agent against all actions, suits, claims, costs, demands and other expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent under this Agreement.

11.0 CONFIDENTIALITY

The Buyer agrees to keep strictly confidential all information provided by the Agent During the course of the Agreement. The Buyer must not transmit details of properties or research reports or any information provided to any third parties without the express permission of the Agent. This clause remains after the termination or expiry of this Agreement.

11.0 AGREE

This agreement is between made Alistair Kelsall Kelsall Holdings Pty Ltd T/A Investate and the person who's name appears below.

Buyers Full Name

Buyers Signature

Date ____/____/____

Agents Full Name

Agents Signature

Date ____/____/____