

BUYER'S AGENT AGREEMENT

Location: _____ Date: _____

Parties:

Client Name: _____

Client Address: _____

Agent Name: _____

Agent Address: _____

Appointment:

The Client hereby appoints the Agent as their exclusive buyer's agent to identify, negotiate, and assist in the purchase of real estate property or other assets as may be agreed by the parties. The Agent accepts the appointment and agrees to act diligently and in the best interests of the Client in accordance with this Agreement and the laws of Australia.

Agent's Duties:

The Agent shall: (a) locate suitable properties or assets; (b) provide market analysis and advice; (c) negotiate terms and conditions on behalf of the Client; (d) assist with due diligence and inspections; and (e) keep the Client informed of all material developments.

Client's Duties:

The Client agrees to: (a) provide accurate information and disclose all relevant circumstances; (b) cooperate with the Agent in securing necessary documentation and approvals; and (c) act in good faith and provide timely instructions and decisions.

Term and Termination:

This Agreement commences upon execution and continues until the earlier of completion of a purchase or termination by either party upon written notice. Termination does not affect accrued rights or obligations.

Fees and Payment:

The Client shall pay the Agent fees as agreed in writing, which may include a retainer and/or commission upon completion. All fees are exclusive of GST or other taxes, which shall be payable in addition. Payment terms shall be as set out in the attached Schedule.

Conflicts of Interest:

The Agent shall disclose in writing any actual or potential conflicts of interest that may arise during the term of this Agreement and shall act in a manner consistent with fiduciary duties owed to the Client.

Confidentiality:

Both parties agree to keep confidential all information obtained in connection with this Agreement unless required by law or with prior written consent of the other party.

Liability and Indemnity:

The Agent shall exercise reasonable care and skill in performing services but does not guarantee any outcome. To the extent permitted by law, the Client indemnifies the Agent against claims arising from this Agreement except to the extent caused by the Agent's gross negligence or willful misconduct.

Governing Law and Jurisdiction:

This Agreement is governed by and shall be construed in accordance with the laws of Australia. The parties submit to the non-exclusive jurisdiction of the courts of the relevant Australian state or territory.

Entire Agreement and Amendments:

This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior agreements. Any amendments must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect.

Notices:

Notices under this Agreement must be in writing and delivered by hand, prepaid post, or electronic communication to the addresses specified above or as otherwise notified.

Execution and Counterparts:

This Agreement may be executed in counterparts, each of which is taken to be an original and all of which together constitute one instrument. Electronic signatures and PDF copies shall be effective as originals.

CLIENT'S SIGNATURE

AGENT'S SIGNATURE

Signature: _____

Signature: _____

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