

Buyer Agency Agreement

Client Details	
Name	
ABN (if applicable)	
Address	
Phone:	
Email:	
Fax:	

Agent's Representative Details	
Name:	Casey Taylor
Phone:	0447 401 622
Email:	casey@tayloredpropertywealth.com.au

Agent Details	
Agent	Casey Taylor
ABN:	29 649 296 382
License Number:	To be added
Trading As:	Taylored Property Wealth
Address:	Unit 4 143 Lockyer Street Adamstown NSW 2289
Phone:	0447401622
Email:	info@tayloredpropertywealth.com.au

Minimum Term of Agreement	
Number of months:	6 months

Buyers Agent Fee (as per completed section below)	
Full Fixed Buyers Agent Service	
Full % of Purchase Price Buyers Agent Service	
Negotiation to Purchase only	

Estimate of Buyers Agent Fee (only when fixed fee doesn't apply)

From: \$	To: \$
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Retainer Fee

Amount in dollars	\$ 3,000 plus GST
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Taylored Property Wealth Account Details

Name:	Taylored Property Wealth Pty Ltd
BSB:	032505
Account Number:	443989
Reference for transfer:	Last Name

Please make payment of \$ _____ to the details listed above.
 Please return the signed agreement to info@tayloredpropertywealth.com.au

Terms of Agreement

- 1.1 The Client appoints Taylored Property Wealth Pty Ltd as its exclusive agent to perform the applicable Service in respect to a property, which meets the specifications provided by the Client, in accordance with The Property Annexure A document. Taylored Property Wealth Pty Ltd agrees to provide the Services to the Client in consideration of the fees payable to it pursuant to this Agreement.
- 1.2 The parties will be deemed to have accepted the terms of this Agreement upon the Client's execution of this Agreement (including electronic execution) or upon Taylored Property Wealth Pty Ltd's receipt of any Commission from the Client.
- 1.3 The minimum term of this Agreement will be the period specified in the Minimum Exclusive Term on page 1. The period will commence from the date of this Agreement pursuant to clause 1.2, after which time this Agreement will remain enforceable until it is terminated by either party giving seven (7) days' notice in writing to the other party, provided any such termination will be without prejudice to either party's rights accrued or obligations incurred prior to the termination of this Agreement.
- 1.4 The client understands and acknowledges that the retainer fee is non-refundable.
- 1.5 The Client agrees to:
 - 1.5.1 Pay the remainder of the full fee outstanding upon exchange of contracts. The remaining fee is the full fee minus the retainer fee already paid.
 - 1.5.2 Notify Taylored Property Wealth Pty Ltd in writing of any amendments to the personal details or property specifications of this Agreement or material facts regarding the Client's proposed purchase of the Property.
 - 1.5.3 Cooperate with Taylored Property Wealth Pty Ltd at all times (including without limitation by providing instructions in a timely manner and making itself available for Property inspections).
 - 1.5.4 Obtain independent legal, financial, investment, tax and other advice in relation to the purchase of the Property.
 - 1.5.5 Not purchase any property which was presented by Taylored Property Wealth Pty Ltd to the Client pursuant to this Agreement during the Term, whether verbally or in writing (including without limitation properties presented to the Client in person, by telephone, by email, by letter, by fax or by text message) at any time during the Term other than through Taylored Property Wealth Pty Ltd.
 - 1.5.6 Not appoint another agent to act on its behalf for the purpose of purchasing a Property at any time during the Term.
- 1.6 The Client warrants that it has full power and authority to enter into this Agreement and has obtained all necessary authorisations and approvals to purchase a Property.
- 1.7 The Client warrants that it is not subject to any earlier or concurrent agency agreement, which would conflict with its obligations under this Agreement.
- 1.8 The Client agrees to pay the Commission/sign-up fee to Taylored Property Wealth Pty Ltd for the Service as specified in this Agreement. The Client agrees to pay Taylored Property Wealth Pty Ltd the applicable Commission upon the earlier of:
 - 1.8.1 The Client entering into a contract (signing-up) to view properties and to potentially purchase a Property, (Contract) understands that this is a non-refundable fee; or
 - 1.8.2 The Client purchasing or procuring that another person or entity purchases the shares in the Company, if a Property is owned by a Company (whether or not such purchase is subject to approvals or conditions which have not been met and irrespective of whether the transfer of shares is not effected); or
 - 1.8.3 The Client becoming the legal or equitable beneficial owner of a Property or of the

shares in the Company which owns the Property (by any other means whatsoever).

- 1.9 This is an exclusive Buyer's Agency Agreement, the fees will be payable by the Client pursuant to clause 1.7 irrespective of whether the Agent presented the Property to the Client, whether the Client purchased the Property themselves and whether or not the Client engaged another Buyer's Agent.
- 1.10 The Commission will also be payable where any of the matters in clause 1.7 arise any time within 12 months after termination of this Agreement for any reason.
- 1.11 The Client indemnifies Taylored Property Wealth Pty Ltd for all expenses, costs (including without limitation debt collection fees and/or legal costs on a solicitor/client basis) and disbursements incurred by Taylored Property Wealth Pty Ltd in recovering any outstanding fees under this Agreement.
- 1.12 The Client acknowledges that any data, information or advice provided by Taylored Property Wealth Pty Ltd to the Client in relation to the property market, properties identified and introduced during the Term of this Agreement and the Property (Market Data) is of a general nature only. The provision of any such Market Data does not constitute financial or investment advice nor should it be relied upon as such. The Client acknowledges that Taylored Property Wealth Pty Ltd does not hold a financial services license as defined in s913B of the Corporations Act 2001 (Cth) and is not authorised to provide financial services to the Client.
- 1.13 The Client acknowledges that the Market Data is provided solely for the benefit of the Client and may only be relied upon by the Client for the purposes of this Agreement. To the extent such Market Data or advice incorporates information or data from any third parties, Taylored Property Wealth Pty Ltd makes no warranties in relation to such information or data and expressly disclaims all liability in relation to such (including without limitation in relation to its accuracy, completeness, suitability and reliability).
- 1.14 Taylored Property Wealth Pty Ltd may recommend third parties to the Client (including without limitation conveyancers, solicitors, mortgage brokers, building and/or pest inspection companies, strata searching companies, valuers and surveyors) in relation to the purchase of the Property. The Client acknowledges that all third parties are independent of Taylored Property Wealth Pty Ltd and under no circumstances will Taylored Property Wealth Pty Ltd be liable for the advice, acts, or omissions of such third parties. In the event that Taylored Property Wealth Pty Ltd engages any such third parties on the Client's behalf, the Client agrees to advance the funds for such to Taylored Property Wealth Pty Ltd or reimburse the costs of such to Taylored Property Wealth Pty Ltd upon receipt of an invoice.
- 1.15 The Client acknowledges that it is responsible for its final purchasing decision and that Taylored Property Wealth Pty Ltd makes no guarantees or warranties of any kind in relation to any Property. The Client accepts full responsibility for satisfying itself in relation to all aspects of the Property (including without limitation the building integrity, planning regulations which apply to the Property, the neighborhood of the Property, any other information of importance to the Client and the financial consequences of purchasing the Property). Under no circumstances will Taylored Property Wealth Pty Ltd be liable for any loss, damage, costs or compensation arising out of, or in connection with, the Client's decision to the purchase the Property.
- 1.16 Notwithstanding any other provision of this Agreement, under no circumstances will Taylored Property Wealth Pty Ltd be liable to the Client for any indirect, incidental, special, consequential, aggravated, exemplary and/or punitive damages (such as those in relation to loss of revenue, profits, goodwill, tangible or intangible losses or other economic losses), nor any lost sales, lost revenue, lost profits, lost data or procurement amount, howsoever arising.

- 1.17 The Client will indemnify and hold Taylored Property Wealth Pty Ltd harmless from any and all liabilities, actions, suits, proceedings, claims, demands, costs (including without limitation taxes or duties), loss, damage, expenses, and/or other amounts of any nature (including but not limited to legal costs on a solicitor/client basis and disbursements in defending or settling the claim giving rise to same and any special, incidental, indirect, consequential, aggravated, exemplary and/or punitive damages of any type or kind such as those in relation to loss of revenue, profits, goodwill, tangible or intangible losses or other economic losses) arising out of or connected in any way to any breach by the Client of this Agreement, or arising out of the proper performance or exercise of any of the powers, duties or authorities of Taylored Property Wealth Pty Ltd under this Agreement.
- 1.18 Each of the terms set out in this Agreement is severable and independent so that if any clause (or part thereof) is void or unenforceable then that clause (or part thereof) will be deemed eliminated or modified to the minimum extent necessary to make this Agreement or that clause (or part thereof) enforceable.
- 1.19 This Agreement will be governed by and interpreted in accordance with the laws of New South Wales.
- 1.20 Taylored Property Wealth Pty Ltd's failure or delay to exercise or enforce any right under this Agreement or partial exercise or enforcement of any right under this Agreement is not a waiver of that right or any other right provided by law.
- 1.21 Nothing in this Agreement will be construed as establishing a partnership or joint venture between Taylored Property Wealth Pty Ltd and the Client and should any provision of this Agreement be inconsistent with this term, this term will prevail to the extent of any inconsistency.
- 1.22 The Client acknowledges that this Agreement constitutes the whole agreement between the parties and it has not relied upon any oral or written representation made to it by Taylored Property Wealth Pty Ltd in entering this Agreement. This Agreement supersedes all communications, negotiations, arrangements and agreements, either oral or written, made or entered into prior to the date of this agreement.

I have read and understood the Terms and Conditions of this binding contract.

Buyer's Agent Signature:

Client's Signature:

Agreement Date: