

PUT AND CALL OPTION AGREEMENT

Parties: _____

Optionor (Seller):

Full Name / Company Name: _____

Address: _____

Contact Details: _____

Optionee (Buyer):

Full Name / Company Name: _____

Address: _____

Contact Details: _____

Property / Asset Description:

Description of the asset subject to option: _____

Option Terms:

Grant of Option: _____

Option Period (start and end dates): _____

Option Price: _____ AUD

Exercise Notice Requirements: _____

Purchase and Sale upon Exercise:

Purchase Price (if different from Option Price): _____

Settlement Terms and Conditions: _____

Representations and Warranties:

Optionor represents and warrants that:

- It has the legal right, title, and authority to grant the Option and to sell the asset subject to this Agreement.
- The asset is free from any undisclosed encumbrances or claims.
- All information provided in connection to this Agreement is true and accurate to the best of its knowledge.

Optionee Representations and Warranties:

- It has full legal capacity and authority to enter into this Agreement and to exercise the Option if it chooses to do so.
- It is aware of all risks and conditions relating to the asset and the Option transaction.
- It will comply with all notice and payment obligations under this Agreement to exercise the Option.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of the relevant Australian State or Territory for any disputes arising

under this Agreement.

Confidentiality:

The parties agree to keep confidential all non-public information and terms of this Agreement, except as required by law or as necessary to enforce its terms.

Default and Remedies:

If any party defaults in the performance of its obligations under this Agreement, the non-defaulting party may pursue all remedies available at law or in equity, including specific performance, damages, or termination of this Agreement.

Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect and be construed to best effectuate the intent of the parties.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

Amendments:

Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties.

Notices:

All notices under this Agreement must be in writing and delivered personally, by registered mail, courier, or email to the addresses provided herein or as later notified in writing.

Counterparts and Execution:

This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

OPTIONOR'S SIGNATURE

OPTIONEE'S SIGNATURE

Signature: _____

Signature: _____

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