

ACQUIRY

BUY-SIDE MANDATE

Acquisition sourcing agreement

Between Acquiry Pty Ltd and the Client named on page 1

MANDATE

Acquisitions that fit the criteria the Client gives Acquiry

UPFRONT FEES

None. No retainer

SUCCESS FEE

1% to 5% of the deal price, on completion only. Set out at acquiry.com/fees

DECISIONS

The Client decides what to pursue and on what terms

PREPARED BY

Joash Boyton, CEO

ISSUED

October 2026

PRIVATE AND CONFIDENTIAL

AGREEMENT DATE	REFERENCE	ISSUED
	Client agreement	October 2026

Acquiry ("Acquiry")

Legal entity	**Acquiry Pty Ltd**
Company no.	**ACN 651 710 333**
Based in	**Melbourne, Victoria, Australia**
Contact	**Joash Boyton, jb@acquiry.com**

The client (the "Client")

Company name _____

1 Purpose

The Client wishes to acquire businesses that fit the acquisition criteria it gives Acquiry in writing, which may be by email and may be updated from time to time (the "Mandate"). Acquiry identifies acquisition opportunities and helps buyers progress them. This agreement sets out how the parties will work together on the Mandate and when Acquiry is paid. The criteria are indicative search preferences. They are not offers, budgets or fixed eligibility rules.

2 What Acquiry will do

Acquiry will (a) approach businesses from its existing relationships and new research that may fit the Mandate; (b) present the Mandate to them without naming the Client, accurately and without misleading anyone; (c) collect the financial and business information interested owners are willing to share and present suitable opportunities to the Client; and (d) once there is mutual interest, make introductions and help coordinate progress towards a letter of intent, due diligence and completion.

3 What the Client decides

The Client alone decides which opportunities to pursue, its offer terms and whether to complete any Transaction. Acquiry has no authority to bind the Client or make offers on its behalf. Acquiry does not verify or guarantee information provided by sellers, the availability of financing or that any Transaction will complete, and does not give legal, tax, accounting or investment advice. The Client will carry out its own due diligence and take its own professional advice.

4 Introduced Parties

An "Introduced Party" is any business, owner or audience that Acquiry identifies to the Client in writing (email is enough) during the Term, together with its group companies and owners. If the Client already knows of or is in active discussions with that party, it may say so in writing, with reasonable evidence, within five (5) business days of the introduction. That party is then not an Introduced Party. The Client will not seek to avoid the fee by dealing with an Introduced Party directly or through someone else.

5 Success fee

There are no upfront fees or retainers. Acquiry is paid a success fee only if the Client, or any of its group companies, completes a Transaction with an Introduced Party during the Term or within 12 months after it ends. A "Transaction" is any acquisition of, investment in or purchase of the business, shares, assets or customer book of an Introduced Party.

The fee is a transaction fee of between 1% and 5% of the Transaction Value, calculated under Acquiry's standard fee schedule as published at **acquiry.com/fees** on the Agreement date. The rate starts at 5% and steps down to 1% as the deal grows. A later change to that schedule applies only if both parties agree it in writing. "Transaction Value" means the total consideration paid or payable for the Transaction, including cash, shares, assumed debt and deferred, contingent and earn-out consideration.

6 Invoicing and payment

Acquiry will invoice the fee on completion and the Client will pay it within fourteen (14) days of the invoice date. The fee on any deferred, contingent or earn-out consideration is calculated at the same rate and becomes payable when, and to the extent that, that consideration is paid. The Client will tell Acquiry promptly when any Transaction with an Introduced Party completes and when deferred consideration is paid. If both parties agree in writing, part of the fee may instead be taken in equity or shares, or deferred alongside the deal, as described at **acquiry.com/fees**. Acquiry bears its own costs of the search; any third-party cost the Client asks Acquiry to incur is agreed in writing first. Fees are exclusive of GST, VAT or any similar tax, which is added where applicable.

7 Exclusivity, term and ending

This appointment is non-exclusive. The Client may run its own search and work with other parties, and the fee applies only to Introduced Parties. This agreement starts on the Agreement date shown on page 1 and lasts for 12 months (the "Term"), then continues until either party ends it on thirty (30) days' written notice. Clauses 4 to 6 and 8 onwards continue to apply after it ends.

8	**Confidentiality**	Each party will keep confidential all non-public information it receives from the other under this agreement and use it only for the Mandate. Presenting the Mandate anonymously and sharing seller information with the Client are permitted uses. Any separate confidentiality agreement between the parties (an "NDA") also continues to apply; if it conflicts with this agreement, the NDA governs confidentiality and this agreement governs everything else.
9	**Conduct**	Each party will comply with applicable laws, including anti-bribery and data-protection laws, in connection with the Mandate. Acquiry will present opportunities honestly and will not disclose the Client's identity to a seller without the Client's approval.
10	**Liability**	Neither party is liable for indirect or consequential loss. Acquiry's total liability under this agreement is limited to the fees paid to it under this agreement. Nothing limits liability that cannot be limited by law.
11	**Listed clients**	If the Client or any of its group companies is listed, the Client is responsible for its own market-disclosure obligations. Acquiry will treat information about the Client's plans as potentially inside information, follow the Client's reasonable instructions on insider lists and not deal in the Client's securities while it holds such information.
12	**General**	This agreement and any NDA are the entire agreement on their subject. Neither party may assign it without the other's consent. Notices may be given by email to the address each party last gave the other in writing. It may be signed electronically and in counterparts. It is governed by the law of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of its courts and the courts that hear appeals from them.

Signatures

Signed by the authorised representatives of each party, on the Agreement date shown on page 1.

Signed for Acquiry

Company	**Acquiry Pty Ltd**
Name	**Joash Boyton**
Title	**Chief Executive Officer**

Signed for the Client

Company	**As named on page 1**
Name	
Title	