

the intra-company agent has made the appropriate disclosures to the client and the client has consented, as required by this section, to dual agency representation.

(vi) The provisions of the services specified in this subsection may not be construed to be a breach of duty of the licensee, provided that the licensee has complied with the duties specified in § 17-522 of this subtitle.

(2) The written consent shall identify each property for which the real estate broker will serve as a dual agent.

(3) The written consent shall include a statement that:

(i) the real estate broker receives compensation on the sale of a property listed only by the broker;

(ii) as a dual agent the real estate broker represents both the seller and the buyer and there may be a conflict of interest because the interests of the seller and the buyer may be different or adverse;

(iii) as a dual agent the real estate broker does not owe undivided loyalty to either the seller or the buyer;

(iv) except as otherwise required by this title, a dual agent may not disclose information that a seller or buyer in a real estate transaction requests to remain confidential to the buyer or seller in the same real estate transaction;

(v) unless authorized by the seller, a dual agent may not tell a buyer that the seller will accept a price lower than the listing price or accept terms other than those contained in the listing agreement or suggest that the seller accept a lower price in the presence of the buyer;

(vi) unless authorized by the buyer, a dual agent may not tell a seller that the buyer is willing to pay a price higher than the price the buyer offered or accept terms other than those contained in the offer of the buyer or suggest that the buyer pay a higher price in the presence of the seller;

(vii) a dual agent may not disclose the motivation of a buyer or seller or the need or urgency of a seller to sell or a buyer to buy;

(viii) except as otherwise required by this title, if the information is confidential, a dual agent may not disclose any facts that lead the seller to sell;

(ix) the buyer or seller does not have to consent to the dual agency;