

THIS AGREEMENT is made on

- (1) THE INDIVIDUALS w Schedule 1 of this Agree
- (2) <<Name of Buyer>> number <<Insert com registered office addres

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

In this Agreement:

1.1 The following words an "the Accounts"

"the Accounts Date"

"the Act"

"Business Day"

"the Buyer's Solicitors"

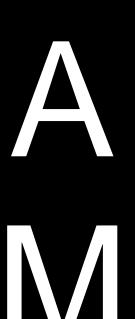
"the Company"

"Completion"

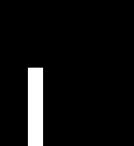
"Completion Date"

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<Date>> between:

sses are set out in column 1 of nd collectively "the Sellers"); and

any registered in England under registered office is at <<Insert

the meanings set out below:

accounts of the Company and of each idiaries comprising (in each case) an ance sheet as at the Accounts Date ed profit and loss account for the priod ended on the Accounts Date;

consolidated accounts of the Group an audited consolidated balance t the Accounts Date and an audited d profit and loss account for the riod ended on the Accounts Date;]

ase) with the reports of the directors cash flow statements and all notes punts;

ate>>;

2006;

Saturday) on which clearing banks are king business in London;

uyer's Solicitors>> or any successor

hy being acquired>> Limited/PLC (of given in part 1 of Schedule 1);

ale and purchase of the Shares in terms of this Agreement;

ement;

Property

"Confidential Information"

"the Disclosure Letter"

"the Disclosed Schemes"

"Encumbrance"

"GPP"

"the Group"

"Intellectual Property"

"Intellectual Property Rights"

"Intellectual Property Agreements"

"Life Assurance Scheme"

["the Management



fidential commercial, financial and , know-how, trade secrets, inventions, and other information whatsoever and medium and whether disclosed orally r with all reproductions in whatsoever any part or parts of it;

ellers' Solicitors to the Buyer with the reement;

Assurance Scheme, the Pension rsonal Pension Scheme(s) and the

 of any person (including any right to ght of pre-emption) or any mortgage, assignment, hypothecation, security, on or any other security agreement or er monetary or not;

ersonal pension plan underwritten by pvider>>;

y and the Subsidiaries;

marks, service marks, registered and rights to apply for any of those ess and company names, internet e-mail addresses, unregistered trade marks, copyrights, database rights, lesigns and inventions;

nces, consents, orders, statutes or to a right in paragraph (a);

ne or similar effect or nature as or to (a) and (b) which now or in the future

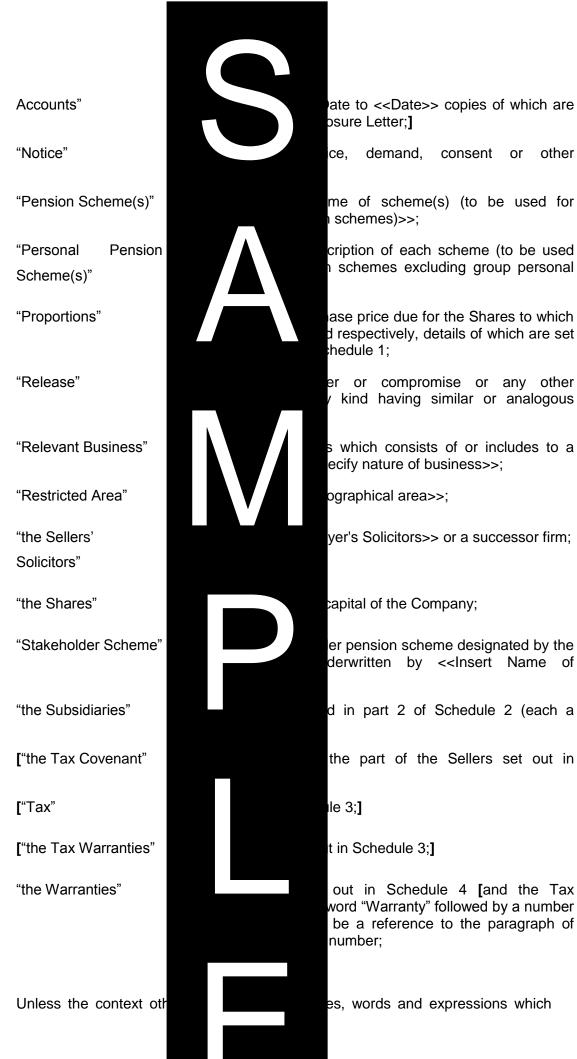
for past infringements of any of the

erty owned, used or required to be y;

or arrangements relating (wholly or I Property or to the disclosure, use, enting of any invention, discovery, s, formulae or other know-how;

t Name of Group Life Assurance ten by <<Insert Name of Provider>>;

counts of the Company, of each of the he Group, in each case for the period



1.2

are otherwise defined i Agreement, but "comp corporate", as in each

- 1.3 A reference to a particle a reference to it as it is any amendment or resubordinate legislation for the time being in for new or extended obligathe the rights of, any party.
- 1.4 The schedules form pa
- 1.5 A reference to any gereference to a "person body (whether or not ha
- 1.6 The singular includes the
- 1.7 A document referred to document signed or init
- 1.8 A person shall be de connected with such Corporation Taxes Act
- 1.9 References to "inde circumstance include ir all liabilities, losses, c which he may suffer or
- 1.10 The headings are in construction or interpre
- 1.11 The Buyer enters into enforcement of any p Subsidiaries, as trustee
- 1.12 All warranties, undertak obligations given or en Agreement are, unless and severally.

2. AGREEMENT FOR SA

- 2.1 On the terms of this Ag buy, with effect from Co Encumbrance and toge to them including, in pa declared, made or paid
- 2.2 The Buyer shall not be unless the purchase of

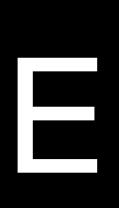












same meaning when used in this clude both "company" and "body

vision or subordinate legislation is this Agreement, taking account of any statute, statutory provision or enacts and subordinate legislation ded that it would not impose any n on, or otherwise adversely affect

other and neuter gender and a any corporate or unincorporated onality).

Terms" shall be in the form of that or on behalf of the parties.

d with another if that person is ng of section 839 of Income &

ing" any person against any him indemnified from and against es, costs, expenses and interest prarising out of that circumstance.

only and shall not affect the

ar as may be necessary for the of the Company or any of the Company concerned.

nities, covenants, agreements and If of more than one person in this ated, given or entered into jointly

ellers shall sell and the Buyer shall h full title guarantee, free from any ttach (or may in the future attach) eive all dividends and distributions is Agreement.

e purchase of any of the Shares ed simultaneously.

2.3 Each of the Sellers h relation to any of the Sh

3. CONSIDERATION

The purchase price pa Schedule 7.

4. COMPLETION

- 4.1 Completion shall take p such other location agree
- 4.2 On Completion the Sell
- 4.3 On Completion, and o obligations under clause
 - 4.3.1 make the pay with clause 3
 - 4.3.2 acknowledge
- 4.4 If any of the preceding Completion Date, then pursuant to the terms o rescind this Agreement

5. WARRANTIES [AND T

- 5.1 The Sellers jointly and is true and accurate Agreement.
- 5.2 [The Sellers jointly and Covenant.]
- 5.3 Any Warranty qualified and belief" or "so far as deemed to include kno which the Sellers woul includes the knowledge reasonable to make su been made.
- 5.4 The rights and remedie Covenant] shall not be Buyer.
- 5.5 Each Warranty is a se reference to or inference













mption rights they may have in

the Shares shall be as set out in

Date at <<Specify location>> or at

ons set out at Schedule 6.

Sellers have complied with their

ade on Completion in accordance

Letter.

e 4 are not complied with on the and all rights of action it may have rwise) the party not in default may other.

Buyer that each of the Warranties misleading at the date of this

the Buyer in the terms of the Tax

he best of the Sellers' knowledge or any similar expression shall be belief which the Sellers have or ade all reasonable enquiries and of any person of whom it would be it is stated that such enquiry has

ct of the Warranties [and the Tax or by any act or omission of the

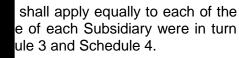
all not be limited or restricted by y.

- 5.6 Each of the Warranties Subsidiaries and shall t substituted for "the Com
- 5.7 The Sellers shall inde limitation legal costs or either before or after th any legal proceedings f Covenant] in which jud such judgment.
- 5.8 Any payment by the Se Covenant] shall constit consideration for the Sh
- 5.9 The Buyer shall as soc any claim made again breach of Warranty [(o such notice shall not aff
- 5.10 The Sellers shall notify circumstance which c Warranties.

6. LIMITATIONS ON CLA

- 6.1 No claim in respect o Warranty in paragraph be made (except in any notice thereof has been
 - 6.1.1 in respect of Warranties], years>> year
 - 6.1.2 pursuant to the Tax Warranti the end of the seventh anniv
- 6.2 Except in any case of fr
 - 6.2.1 the Sellers' lia Warranties (Warranties ir when aggreg by the Sellers
 - 6.2.2 the Sellers s under the Wa
 - 6.2.2.1 equa word





nst any costs (including without and expenses which it may incur, al proceedings, in connection with Varranties [or pursuant to the Tax uyer and the enforcement of any

the Warranties [or under the Tax epayment of and reduction in the

able notify the Sellers in writing of hich may give rise to a claim for g to Tax)] but any failure to give r.

it becomes aware of any fact or ay constitute a breach of the

f the Warranties (other than the rsuant to the Tax Covenant] shall ty or wilful non-disclosure) unless the Buyer:

e Warranties [other than the Tax e period of <<Number, usually 3 or

espect of any breach of any of the the period of six months following eriod of the Company in which the s.]

non-disclosure:

aim by the Buyer under any of the espect of any breaches of the lule 4 [or of the Tax Covenant]) exceed the consideration received

espect of any claim by the Buyer m:

ount in figures>> (<<'X' amount in

6.2.2.2 woul Selle word

and for the purposes of

matter shall be treated a

The Sellers shall not if

terms of this Agreeme

Subsidiaries or any dir

Subsidiaries on which c

of this Agreement or au

The Sellers shall not b

the extent that the losse

Covenant (and vice vers

The Sellers shall not pl

under the Tax Warrantie

figur

whol claus





7. CONFIDENTIAL INFOR

Date.

6.3

6.4

6.5

6.6

- 7.1 Each of the Sellers sha **Confidential Information** its business and shall Information.
- 7.2 The obligations of con which is in or becomes breach of the obligation Sellers receive from a t of the Sellers are requir

8. NON-COMPETITION

- Each of the Sellers c 8.1 indirectly and whether assistance to, any other
 - 8.1.1 at any time d beginning wit or who has immediately p any of the Su
 - 8.1.2 at any time d beginning wi custom of an







all other such claims against the in figures>> (<<'X' amount in ual or exceed, £<<'Y' amount in ords>> pounds) in which case the e amount by which the limit in this recoverable by the Buyer;

s arising out of the same subjectthan as individual claims.

nst them by the Buyer under the inst the Company or any of the of the Company or of any of the relied before agreeing to any term h the Disclosure Letter.

breach of the Warranties if and to ve been recovered under the Tax

980 in respect of any claims made seven years after the Completion

e kept secret and confidential all npany or its business or is used in ny person any such Confidential

shall not extend to any matter in otherwise than by reason of a s Agreement or which any of the entitled to disclose it or which any uthority to disclose.

that he/she will not directly or with, or on behalf of or by way of

sert number of months>> months any person who is at Completion. ring the period of 12 months nt or customer of the Company or

sert number of months>> months s, solicit or otherwise seek the pletion, or who has been at any

time during th client or custo

- 8.1.3 at any time d beginning wit any of the S Subsidiaries or any of the preceding Co cause such s of, those go Subsidiaries;
- 8.1.4 at any time d beginning wit any of the employment during the pe the Company opinion of the relating to, connections d
- 8.1.5 at any time of beginning wit than 5% in r whose shares the meaning engaged, cou Relevant Bus
- 8.2 The Sellers undertake connection with any tra domain name, design o the Subsidiaries which confusion with such wo
- 8.3 Each of the undertaking
 - 8.3.1 considered by
 - 8.3.2 a separate ur Buyer (on bel Subsidiaries) one or more c
 - 8.3.3 given for the business and consideration the terms of t
- 8.4 Accordingly, if any rest any part of it were de restriction shall apply v valid and enforceable.

nmediately preceding that date, a any of the Subsidiaries; or

sert number of months>> months entice away from the Company or to the Company or any of the and/or services to the Company during the 12 months immediately on or enticement causes or would ng, or materially reduce its supply the Company or any of the

sert number of months>> months entice away from the Company or or (directly or indirectly) offer / person who at, or at any time o, Completion was an employee of ries and likely (in the reasonable ession of Confidential Information the customer relationships or f the Subsidiaries; or

sert number of months>> months the holder for investment of less ued share capital of a company ised investment exchange (within ces and Markets Act 2000) be ithin the Restricted Area in any

ny time after Completion, use in de or service mark, business or used by the Company or any of ppinion of the Buyer, capable of pr logo or e-mail address.

:

able;



Sellers and is enforceable by the or more of the Company and the dently of its right to enforce any e 8.1 and 8.2; and

the Buyer the full benefit of the any and the Subsidiaries and in Buyer to acquire the Shares on

enforceable, but would be valid if area of application reduced, the as may be necessary to make it 8.5 Nothing in the underta prohibit any action in a (otherwise than as a r Sellers) the Company, of the Buyer have ceas or which would but for t

9. [GUARANTEES

- 9.1 The Buyer undertakes endeavours (short of a guarantee of any perso to procure the release under any and all outs Agreement and listed undertaken by the Com of the Sellers against a in question are:
- 9.2 <<Specify details of gu

10. INDEMNITIES

- 10.1 The Sellers shall inde Subsidiaries] against a suffered or incurred by
- 10.2 10.1 any breach, wheth term contained or impliant of the Subsidiaries
- 10.3 any defect or alleged d any of the Subsidiaries
- 10.4 any industrial or other former employee of th relation to any period e
- 10.5 [<<Specify other issues
- 10.6 save, (in the circumsta recovery is made by the policy of insurance.

11. PUBLICITY

- 11.1 The parties shall forthw announcement and] an customers and supplier
- 11.2 Each of the parties sha





8.1 and 8.2 shall be deemed to or part of any business in which any of those undertakings by the Buyer and every other subsidiary o any event giving rise to a claim, a claim, under this clause 8.

r Completion to use reasonable noney and the substitution of the or any company within the Group) te of this Agreement from liability h by the Sellers at the date of this nonies borrowed and obligations Subsidiaries and to indemnify each after Completion. The guarantees

the Company] [and each of the uyer a sum equal to all liabilities of or in connection with:-

tion, of any covenant or any other ty assigned by the Company or by y third party;

ced or sold by the Company or by

ijury suffered by any employee or e Subsidiaries in respect of or in letion[; or]

nce>>]

s 10.2 and 10.3) to the extent that Subsidiary concerned] under any

ke or procure to be made [a press loyees of the Company and to the Agreed Terms.

Completion, but subject to clause

11.1, keep the contents not without the prior wr person or make any agreed upon except to the Sellers shall be ent upon in their respective

12. PENSION SCHEME

Schedule 5 shall apply

13. THIRD PARTY RIGHT

- 13.1 For the avoidance of c number of clause givin Subsidiaries>>], nothin to enforce any provision
- 13.2 Notwithstanding that an third party this Agreem rescinded or terminate approval of any third pa

14. ASSIGNMENT

- 14.1 Except as provided otl any Encumbrance or s or any document referre
- 14.2 Each party that has right
- 14.3 The Buyer may assign to in this Agreement) to it is a wholly owned su holding company of assignee is bound to Agreement.
- 14.4 If there is an assignmen
 - 14.4.1 the Sellers m assignor unti
 - 14.4.2 the assignee the Buyer sha

15. WHOLE AGREEMENT

This Agreement togeth



y private and confidential and shall disclose any or all of them to any lating to the transactions hereby aw and except that the Buyer and to the transactions hereby agreed d financial statements.

Scheme.

essly provided in clause <<Insert ch as Clause 10 if it applies to the confer on any third party the right

ement may be enforceable by any ay be amended, waived, modified, Agreement without the consent or

nt, no party may assign, or grant of its rights under this Agreement

is acting on its own behalf.

eement (or any document referred ary or a holding company of which olly owned subsidiary of the same ed subsidiary providing that any e terms mutatis mutandis to this

ations under this Agreement to the assignment; and

ment as if it were a party to it, but bligations under this Agreement.

entered into or to be entered into

pursuant to its provisio relation to its subject m and discussions betwe fraud or fraudulent misi

16. VARIATION AND WAI

- 16.1 Any variation of this A the parties.
- 16.2 Any waiver of any right it applies only to the circumstances for whic the waiver from subsed
- 16.3 A party that waives a action against that part
- 16.4 No failure to exercise this Agreement or by prevent any future exer
- 16.5 No single or partial ex preclude or restrict the
- 16.6 Unless specifically pro cumulative and do not

17. **PROVISIONS SURVIV**

Insofar as the provision Completion, they shall

FURTHER ASSURAN 18.

The Sellers shall (at the such documents, and reasonably require for Agreement.

19. **COUNTERPARTS**

This Agreement may b an original and which the same document.

20. COSTS

agreement between the parties in prior agreements, understandings he extent that they arise out of the ty.

ing and signed by or on behalf of

only effective if it is in writing and vaiver is addressed and to the t prevent the party who has given vision it has waived.

arty, or takes or fails to take any s in relation to any other party.

y right or remedy provided under of such right or remedy or shall hereof.

medy under this Agreement shall uch right or remedy.

arising under this Agreement are y law.

hall not have been performed at fect notwithstanding Completion.

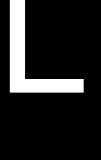
) promptly execute and deliver all the Buyer may from time to time ull effect to the provisions of this

er of counterparts, each of which is effect as if each party had signed









Each party shall, exc incidental to this Agree lawfully exercise any right shall indemnify the B connection with this Ag

21. SEVERANCE

The provisions of this and, if at any time a unenforceable, the vali way be affected or impa

22. **NOTICES**

- 22.1 Any Notice relating to sent by pre-paid first cl be served given herein (or, by way of service u
- 22.2 Any such Notice shall, after despatch and, if o to have been served at

If, however, in the cas would expire on, or if, delivery or transmissio 4.00 p.m. on a Busines following Business Day

- 22.3 In proving service it sh letter was properly stan a transmission by ele transmission report sh correct number or an er
- 22.4 Any notice relating to the any of the Sellers shall
- 22.5 Any such notice sha representatives of a representation has bee to the Sellers' Solicitors name or to his or her address given herein of in writing to the sender
- 22.6 Each of the Sellers irre as his agent for the s connection with this Ag









ated, pay its own costs of and tter except that, if the Buyer shall escind this Agreement, the Sellers ses and costs incurred by it in natter.

le and distinct from one another, is or becomes invalid, illegal or pility of the others shall not in any

in writing delivered personally or ans to the address of the party to s may be notified for this purpose he Sellers' Solicitors).

ed to have been served 24 hours by electronic means, be deemed or transmission.

period of 24 hours after despatch y hand or electronic means, such h is not a Business Day or after I be deemed to occur on the next

in the case of a letter, that such ced in the post and, in the case of be sufficient to produce a fax was duly and fully made to the

d as provided in this clause 23 on given to each of the Sellers.

e been given to the personal withstanding that no grant of or her estate, if the Notice is given se 22.1. to the deceased Seller by s by title at the relevant Seller's s may have been notified by them r service.

ally appoints the Sellers' Solicitors proceedings arising out of or in ions hereby agreed upon.

23. PROPER LAW AND J

This Agreement and ar subject matter (includ therefrom or associated Wales and subject to th

SIGNED by or on behalf of the pa



ang out of or in connection with its matters and obligations arising erned by the laws of England and f the English courts.

st before written

Name and Address of Seller	S	Proportion
< <name address="" and="">></name>	<	<pre><<amount consideration="" due="" of="">></amount></pre>
< <name address="" and="">></name>	<	Amount of Consideration due>>
< <name address="" and="">></name>	<-	<pre><<amount consideration="" due="" of="">></amount></pre>

Name: << >>

Registered in England no: << >>

Date of incorporation: << >>

Share capital: £<<Total share ca of <<Nomi type of sha <<Nominal

Directors: << >> << >> << >>

Secretary: << >>

Auditors: << >>

Registered office: << >>

Name: << >>

Registered in England no: << >>

Date of incorporation: << >>

Share capital: £<<Total share ca of <<Nomi class of sh <<Nominal

Directors: << >> << >> << >>

Secretary: << >>

Auditors: << >>

Registered office: << >>



f issued shares>> ordinary shares >> each [and <<Number of other Share e.g. preference>> shares of of share>> each]

f issued shares>> ordinary shares >> each [and <<Number of other Share e.g. preference>> shares of s of share>> each]



<<Insert details of Tax Covenant



1. THE COMPANY AND

- 1.1 Each of the Sellers ha Agreement, which con with its terms.
- 1.2 Each of the Sellers is his/her name in Scheo as it directs free fron hereafter attaching to t
- 1.3 No indebtedness is o liabilities (actual or co between the Company associate of or connec

2. THE COMPANY'S SC ADMINISTRATIVE AF

- 2.1 The particulars of the accurate and its issued
- 2.2 The Company is the Encumbrance of the w
- 2.3 No person has the righ not contingent) to call capital of the Compan limitation conversion rig

3. STATUTORY AND OT

- 3.1 All registers, account Company are in the p records of all matters allegation that any of th the Company or the Se
- 3.2 The Company's accou
- 3.3 All returns and other Companies, or with a duly filed and were cor











and perform the provisions of this nent on the Sellers in accordance

he number of Shares set opposite o dispose of them to the Buyer or d together with all rights now or

re no contracts, arrangements or whole or in part to be performed Company or any person who is an

RS AND CONSTITUTIONAL AND

chedule 2 are true, complete and

ctly or indirectly) free from any capital of each of the Subsidiaries.

ow or in the future and whether or or transfer of any share or loan ther agreement (including without ption).

ORDS

incial and other records of the iny and contain true and accurate entered therein and no notice or be rectified has been received by

the requirements of the Act.

b be filed with the Registrar of spect of the Company have been

4. **INSURANCES**

- 4.1 The Company mainta insurance cover agai liability, accident, dama of profit and other risk their full re-instatement
- 4.2 The Disclosure Letter s or on behalf of the Con
- 4.3 There are no material any of those policies circumstances likely to
- 4.4 All the insurance polic nothing has been dor voidable and Completic such policy.

5. COMPLIANCE WITH L

- 5.1 The Company has cor all applicable laws an Company nor any of its to do, any act or thi proceedings or other lia
- 5.2 The Company has not court or governmental

6. LICENCES

- 6.1 The Company has ob statutory or regulatory business effectively in t
- 6.2 All such licences, cons none of the Sellers kn cancelled or revoked o

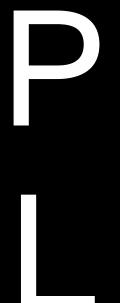
7. LITIGATION

- 7.1 The Company is not e any litigation or other p
- 7.2 So far as the Sellers ar
 - 7.2.1 no litigation against the C











times has maintained, adequate professional negligence, product ss (including product liability), loss all Assets have been covered for

olicies of insurance maintained by full force and effect.

er, or in respect of the validity of, sellers are aware, there are no der any of those policies.

effect, are not void or voidable, could make any of them void or ntitle any insurer to terminate, any

g its business in accordance with evant jurisdiction and neither the oyees have committed, or omitted ise to any fine, penalty, default ompany.

rtaking or assurance given to any rce.

ents, permits and authorities of a bedient to enable it to carry on its oner in which it is now carried on.

rities are valid and subsisting, and ny of them should be suspended, he terms.

ith any customer or supplier or in

are pending or threatened by or

7.2.2 there are no proceedings.

8. **INSOLVENCY**

- 8.1 The Company is not in Insolvency Act 1986 or concerned; and has no
- 8.2 No step has been take
 - 8.2.1 the ability of their debts is
 - 8.2.2 some or all o pursuance o owing to ther dissolution of
 - 8.2.3 a person is a Company on
 - 8.2.4 the holder of control the b

8.3 In relation to the Comp

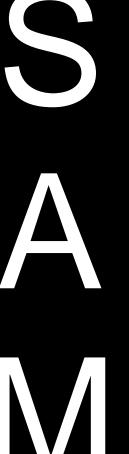
- 8.3.1 no administra
- 8.3.2 no documen administrator

8.3.3 no notice of relevant com (as defined in

- 8.4 No process has been and its assets being d other contributors.
- 8.5 No distress, executior Company.

9. POLLUTION OF THE

- 9.1 [No hazardous substar Company.] [The Com and authorities necess of any hazardous subs it.]
- 9.2 There has been no po has no responsibility of







give rise to any litigation or other

its debts within the meaning of the sislation applicable to the company s as they fall due.

by or under which:

pany to take any action to enforce prevented; or

mpany accept, by Agreement or in unt less than the respective sums sums with a view to preventing the

affairs, business and assets of the creditors; or

ompany's assets is appointed to Company.

he court for the appointment of an

dministrator has been given by the a qualifying floating charge holder ule B1 to the Insolvency Act 1986).

to the Company being dissolved mpany's creditors, shareholders or

been levied on an asset of the

stored or otherwise handled by the eld all licences, consents, permits ore or otherwise handle or dispose herwise handled or disposed of by

nt by the Company, the Company n of the environment by any third

	• •	d there has be y pollution of t	by the Company which could give
	environm	purpose of ent" and "prom nental Protecti	e expressions "pollution of the neanings as in section 1 of the
10.	THE ACC	COUNTS	
10.1	The Accounts:		
	10.1.1	have been p all other ap generally ac	ith the requirements of the Act and gulations and in accordance with ces;
	10.1.2	have been p are consiste accounts of the Group i partly within	rinciples and using methods which the preparation of the audited audited consolidated accounts for ccounting period falling wholly or nded on the Accounts Date; and
	10.1.3	show a true the Group] Company [a date.	e of affairs of the Company [and of e and of the profit or loss of the e accounting period ended on that
10.2 The Accounts:			
	10.2.1	make proper debts, for c contingent lia	or reserve for all bad and doubtful ssets and for liabilities (including ng deferred Tax);
	10.2.2	do not overs	or fixed assets; and
	10.2.3	do not under	her actual or contingent).
10.3	The Accounts are not a factor that would make unusual or misleading i		or non-recurring items or any other nd results shown by the Accounts
10.4 [Since the Acco		e Accounts Da	
	10.4.1	the Compar course and manner there	siness in the ordinary and usual or alteration in the nature, scope or
	10.4.2	the Compan liability, mad was not in th	sposed of any asset, assumed any ed into any other transaction which business and for full value; and
	10.4.3	there has be the Compan	e financial position or prospects of
10.5	-	nagement Ac s, policies and	ared using the same accounting ccounts (consistently applied) and

fairly reflect the trading to which they relate.]

11. FINANCE OF THE CO

- 11.1 Full and accurate de outstanding or availabl (and true and complete the Disclosure Letter) anything whereby the might be affected or pre
- 11.2 A statement of all the balances on such acco this Agreement and a and records of the Con Disclosure Letter and such statement is dra instructions given for a such accounts, except course of business.

12. THE ASSETS OF THE

- 12.1 The Company owns fre
- 12.2 The Company has pos
- 12.3 The amounts due from business and in any following the date of th counterclaim or set-off.

13. INTELLECTUAL PRO

- 13.1 The Company:
 - 13.1.1 is the sole ar the registere which is valid
 - 13.1.2 has not ente any listed in t use of or to Intellectual P
- 13.2 The Company owns unregistered) in the c registrations or applicat





y as at the date and for the period

oans or other financial facilities contained in the Disclosure Letter ts relating thereto are attached to ers nor the Company has done h facilities in full force and effect

ompany and of the credit or debit e than two days before the date of dit or debit balances to the books his Agreement are attached to the accurate. Since the date to which en no payments out of, and no d no cheques drawn against, any of current account in the ordinary

e all assets used by it.

e in full in the ordinary course of Number of days e.g. 90>> days e of these debts is subject to any

where it is capable of registration) ectual Property used by it, all of ct;

Property Agreements other than uthorised any person to make any d or might otherwise infringe any

gn right (whether registered or cts and is the proprietor of any designs.

- 13.2.1 None of the Sellers are person.
- 13.2.2 None of the l or have bee person.

14. **PLANT**

Each item of the plar equipment used in con and condition (subject t

15. COMPUTER SYSTEM

- 15.1 The Hardware has be benefit of an appropr capable of being termir
- 15.2 Where any of the recorr is the owner of all hard copy, maintain and use share any hardware or
- 15.3 In this paragraph 15:-
 - 15.3.1 "Hardware" n of the Compa
 - 15.3.2 "Software" microprocess irrespective d

16. THE CONTRACTS OF

- 16.1 The Company is not obligation, commitment
 - 16.1.1 involves or i revenue of a
 - 16.1.2 is in any wa business of t
- 16.2 There is not outstandin been outstanding, any person which is not ent
- 16.3 The Sellers are not a customers of or suppl













of the Company (so far as the tellectual Property of any other

ts are being used by, or are being posed or attacked by any other

all vehicles and office and other s of the Company is in good repair in satisfactory working order.

ned and supported and has the support agreement which is not / less than 12 months' notice.

stored electronically, the Company es necessary to enable it to keep, urse of its business and does not ecords with any person.

ipment used by or for the benefit ding all Software;

instructions for execution by nefit of the Company at any time, r medium.

to any agreement, transaction, ment or liability which:

tions, restrictions, expenditure or ous or exceptional nature; or

ordinary and proper course of the 's length terms.

ny time during the last three years nt between the Company and any ature.

indicate that any of the existing re likely materially to reduce the

volume of their purcha comparison with the va during the period of < Agreement.

17. **EMPLOYMENT**

- 17.1 There is no employme and any of its director annexed to the Compa
- 17.2 There is no employmer which cannot be term without giving rise to a redundancy payment o
- 17.3 The Disclosure Letter of period of continuous e each employee of the each such employee.
- 17.4 The Company is not ok rate of remuneration of
- 17.5 Except as disclosed in
 - 17.5.1 incurred a lia including, wi and compen comply with employee;
 - 17.5.2 incurred a lia
- 17.6 The Company has com and award made und collective agreement, c its employees or a trad
- 17.7 Within the year ending notice of redundancies with appropriate repres and Labour Relations obligations under Chap
- 17.8 The Company has no and Consultation of Emrecognise a trade u representing any of its or request nor are ther or arrangement).



o, the Company in the future by rom, or supplies to, the Company months prior to the date of this

ngagement between the Company r than those copies of which are

ompany and any of its employees by three months' notice or less mpensation (other than a statutory for unfair dismissal).

ame, date of start of employment, other benefits, grade and age of of the contract of employment of

s it made provision to increase the remployee.

any has not:

nation of an employment contract dancy payment, protective award ssal, unfair dismissal and failure to atement or re-engagement of an

ation of a consultancy agreement;

h imposed on it by, and each order code of conduct and practice, ant to the relations between it and mployment of its employees.

ement the Company has not given y of State or started consultations r II of Part IV of the Trade Union 92 or failed to comply with its t.

nt (whether under the Information 04 or otherwise) with and does not taff association or other body pany has not received any notice may lead to any such agreement 17.9 The Company does no share option, profit sl directors, other officers

18. **PENSIONS**

- 18.1 The Disclosed Schem has or could have any defined in Chapter 2 of
- 18.2 The Sellers have supp up to date details of obligations and liabilitie

<<Insert any additional

- 18.3 In determining the da paragraph 18, it shall b
 - 18.3.1 the Compan benefits under the basis tha Schemes is c
 - 18.3.2 the Company (including wird proposing to provided or amendment paragraph wird

19. MATERIAL DISCLOS

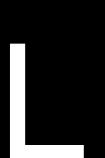
- 19.1 All information contair accurate.
- 19.2 No person is entitled Company any finder's acquisition or disposal
- 19.3 The sale of the Shar agreement or arranger to lose the benefit of a to terminate any contra
- 19.4 The replies to the Lega of the Buyer were when











ing to introduce a share incentive, incentive scheme for any of its

ments under which the Company ribute towards relevant benefits as (Earnings & Pensions) Act 2003.

ents containing full, accurate and Schemes and of the Company's

eflect the factual position>>

breach of any Warranty in this

atever payments to provide the s (as defined in that paragraph) on r discontinue any of the Disclosed

to continue to provide any benefit) which it now provides or is now at which each respectively is now vided and to maintain without s of a kind referred to in that

the Disclosure letter is true and

contingently, to receive from the commission in connection with the y.

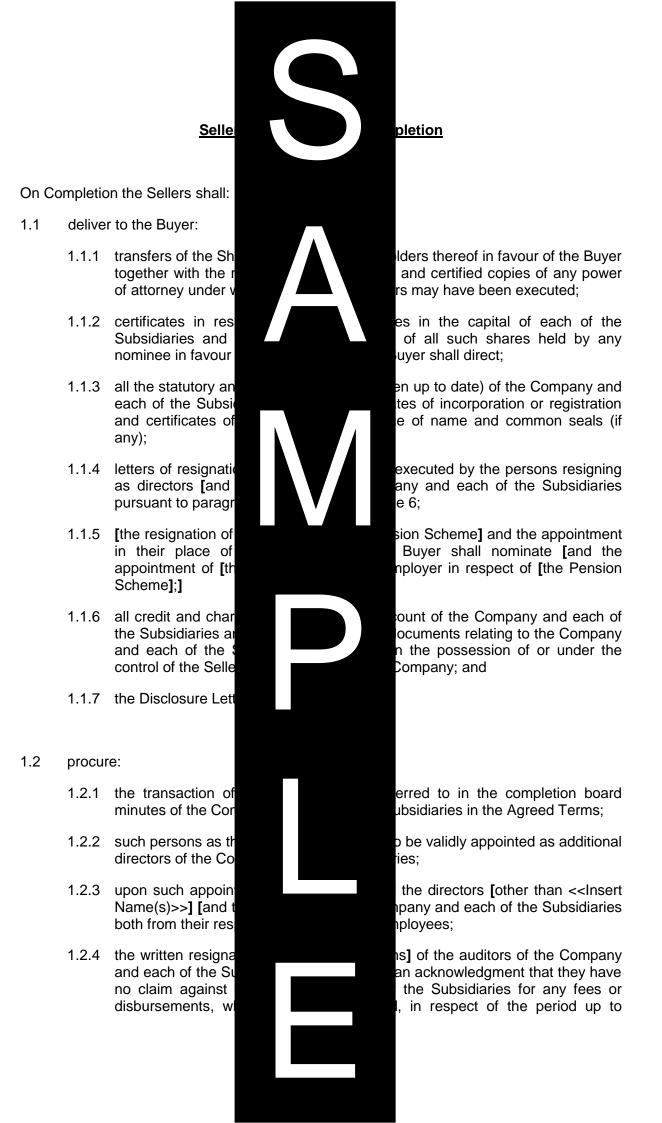
ot by virtue of the terms of any any is a party cause the Company sently enjoys or entitle any person he Company.

s dated <<Date>> raised on behalf complete and accurate.

<<Insert any operative provisions

gements>>

 \mathbf{N}



Completion and th

- 1.2.5 [the release in the all banking arrange
- 1.2.6 the release [in the and each of the S guarantees given I any third party;
- 1.2.7 the repayment (by set-off of any an Subsidiaries by t Subsidiaries and a them;
- 1.2.8 the release [in the and the Subsidiari connected with an there is no agreem in the future;
- 1.2.9 [that the Compan <<Insert Name [consultancy] agre
- 1.2.10 that each of the C on short notice an the Agreed Terms.







section 519 of the Act;

ompany and the Subsidiaries from

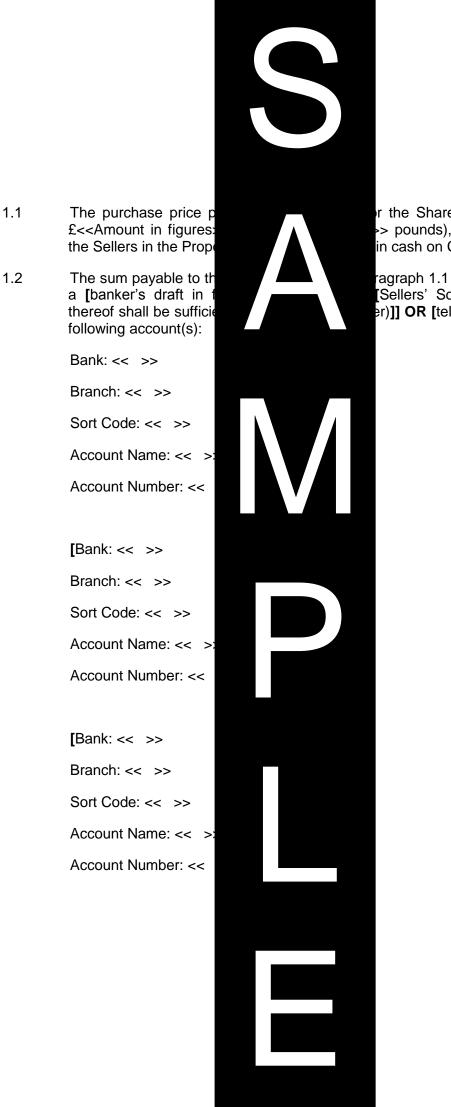
cumbrances given by the Company ts bankers or otherwise) and of all ch of the Subsidiaries in respect of

uyer directs) without deduction or e Company and to each of the rs of the Company and of the sociate of or connected with any of

nd all claims against the Company y person who is an associate of or an acknowledgment by each that er which any such claim might arise

of company/firm/individual>> [and /idual>>] enter into [service] [erms; and]

aries convenes a general meeting opts new articles of association in



r the Shares shall be the sum of > pounds), which shall be due to in cash on Completion.

ragraph 1.1 shall be paid by way of [Sellers' Solicitors (whose receipt ar)]] **OR** [telegraphic transfer to the

Signed by <<Name of Seller>>

Signed by <<Name of Seller>>

Signed by <<Name of Seller>>

Signed by <<Name>>for and on behalf of <<Name of Buyer>> LIMITED/PLC

