

**THIS FINDER'S FEE Agreement**  
**BETWEEN:**

- (1) <<Insert Finder's name>>  
registered>> under number  
at <<Insert Registered office  
business address of Finder
- (2) [<<Insert Company's name  
Company is registered>>  
registered office is at <<In  
name>> trading as a sole  
of <<Insert address of sole

**BACKGROUND**

- (A) The Seller has developed,  
activity of the Seller's Business  
name>> defined below as
- (B) The Seller wishes to dispose  
sale to one or more other parties
- (C) The Seller wishes to approach  
potential purchasers of the  
advice to the Seller in connection  
going concern to such parties

**IT IS HEREBY AGREED:**

1. **Interpretation**  
In this Agreement:  
**"Applicable Contract"**

**"Assets"**

**"Business"**

**"Data Protection  
Legislation"**

day>> of <<month>> <<year>>

in <<Insert country where Finder is  
number>> whose registered office is  
insert trading name>> of <<Insert  
as the "Finder")

registered in <<Insert country where  
insert company number>> whose  
] OR [<<Insert Business owner's  
<<insert trading/business name>>  
known as the "Seller")

business comprising <<outline main  
the name <<insert trade or business

as a going concern by way of

duce to the Seller one or more  
Seller [and to provide support and  
of disposing of the Business as a

the Proposed Transaction  
between the Seller and the  
Introduction of any or all  
by the Finder where that  
entered into within the  
nit. For the purposes of this  
contract shall be deemed  
into on the date on which  
of the said parties to it;

items of, or used in, the  
are listed in Schedule 1;

business undertaking owned  
Seller all of which is to be  
as a going concern and  
Assets;

and until EU Regulation  
Data Protection Regulation  
er directly applicable in the  
any national implementing  
d secondary legislation (as  
to time), in the UK and  
legislation which succeeds  
sonal data" means personal

**“Engagement”**

**“Introduction”**

**“Introduction Commission”**

**“Introduction Date”**

**“Introduction Time Limit”**

**“Period of Engagement”**

**“Personal Data”**

**“Proposed Transaction”**

**“Purchaser(s)”**

**“Transaction Value”**

## **2. Appointment of Finder**

2.1 The Seller hereby appoints the Finder to identify and introduce potential Purchaser(s) to the Seller for the purposes of this Agreement.

in the Data Protection

Appointment of the Finder by the Seller for the purposes of this Agreement.

Introduction during the Period of Engagement of the Finder to the Seller of those potential Purchaser(s) by this Agreement of any other potential Purchaser(s) under the terms “Introduce”, “Introducing” shall refer to that

Introduction Commission fee payable by the Seller pursuant to Clause 5 of this Agreement.

Introduction Date on which the Finder first introduces a potential Purchaser(s) to the Seller.

Introduction Time Limit period of <<insert period>>, commencing on the Introduction Date;

Period of Engagement period of <<insert period>> commencing on the date of this Agreement;

Personal Data data as defined in the Data Protection Act 1998;

Proposed Transaction the Business by the Seller to the potential Purchaser(s);

Purchaser(s) individual person(s), company(ies) or other entity(ies) identified by the Finder to the Seller at any time as being a potential Purchaser(s) in a Proposed Transaction, in the context permits, where applicable Contract; and

Transaction Value the value of any Proposed Transaction, whether paid or not, to be paid under an Applicable Contract by the potential Purchaser(s) [or by any other(s)] to the Seller in the Business, whether paid or not, in cash, securities, capital assets or property, or in kind, [funding of any activity or project undertaken by the Seller], accounts receivable, inventory, work-in-progress, patents, trademarks, licensing agreements, consulting agreements, or any other consideration or fee received by the Seller pursuant to the Applicable Contract or otherwise in connection with the Proposed Transaction.

2.1 The Seller hereby appoints the Finder to identify and introduce potential Purchaser(s) to the Seller for the purposes of this Agreement.

2.2 The Engagement will be performed by the Seller and the Seller shall not, and shall not permit any other person(s) or company(ies) or any of its or their respective officers, directors, employees, agents, representatives, or any potential Purchaser of all or any part of the Business from the Seller, to perform or carry out any similar function for the Seller.

[2.3 Sub-Clause 2.2 shall not prevent the Seller from appointing or using any representative to assist in the marketing of the Shares, or from using any other adviser provided that the Seller procures that the Finder is not involved in or such professional, financial or other adviser's activities in connection with the Finder's services for the Seller.]

[2.4 [The Seller hereby [REDACTED] on and subject to the terms and conditions of this [REDACTED] and advise it in relation to the Proposed Transaction [REDACTED] Sub-Clause 3.10 during whichever period is shorter of [REDACTED] engagement or the period until an Applicable Contract [REDACTED]

### 3. Finder's Obligations

3.1 The Finder will introduce Seller and will do so by providing full details thereof in writing, which details to include:

3.1.1 The full name of the individual person, including the name of the Finder's contact if the individual person is not the Finder;

3.1.2 Contact details (including, but not limited to, telephone number, fax number, e-mail address(es) and postal address; [and]

3.1.3 A detailed description of the person(s), including <<insert required particulars>>

[3.1.4 <<insert addi [redacted] >>[.]; and]]

[3.1.5 <<insert address>> etc.]

3.2 Subject to Sub-clause 3.1, the Seller, the Purchaser and any person or entity acting on behalf of the Seller or the Purchaser, the Finder and the Intermediary are made aware that the Finder has been engaged by the Seller to find and introduce the Seller to potential purchasers of all of the Business and that the Finder does not have any relationship with any Purchaser or an intermediary or contact of any Purchaser. The Seller and the Purchaser are made aware that the Finder is acting only in the capacity of finder and introducer to the Seller and the Purchaser and has no relationship with the Seller or the Purchaser or any intermediary or contact of the Seller or the Purchaser.

3.3 The Finder will act on a non-exclusive basis", that is to say it must not, except with the express written consent of the Seller in relation to any particular Purchase, (i) do or indirectly assist any Purchaser(s) or anyone connected with any Purchaser(s) to discover the identity of any Relevant Entity.

3.4 For the purpose of [REDACTED] "Entity" is:

3.4.1 the Seller [REDACTED] has engaged the Finder to seek Purchasers;

3.4.2 the Seller as [REDACTED] or

3.4.3 any other person [REDACTED] with the Seller.

3.5 The Finder will not [REDACTED], except in so far as specifically authorised to do so [REDACTED] information from the Seller in writing, in relation to the Project [REDACTED] the Engagement, nor shall it either

- have any authority to do any of the following or hold itself out as having authority to do any of the following:
- 3.5.1 enter into any agreement on behalf of the Seller;
  - 3.5.2 bind the Seller to any agreement, including, but not limited to entering into contracts, on behalf of the Seller;
  - 3.5.3 incur any financial liability on behalf of the Seller; or
  - 3.5.4 enter into any agreement (pre-contractual or otherwise) on behalf of the Seller.
- 3.6 The Finder will do all such things as may be reasonably necessary to the Engagement and with the Seller [and others in the United Kingdom] as reasonably necessary for the purpose of the Engagement, subject to receiving reasonable instructions from the Seller.
- 3.7 The Finder undertakes to make all such commercial endeavours to find Purchasers [and to do all such things as may be reasonably necessary in matters in relation to which it is engaged under this Agreement] as may be reasonably necessary for the Seller acknowledges that the Finder does not undertake to:
- 3.7.1 introduce any Purchaser to the Seller; or
  - 3.7.2 ensure that any agreement is entered into or completed successfully.
- 3.8 The Finder does not accept either:
- 3.8.1 any obligation that a Proposed Transaction is achieved or
  - 3.8.2 any responsibility in respect of any contract, tort or otherwise, if a Proposed Transaction is not entered into for any reason.
- 3.9 The Finder shall do all such things as may be reasonably necessary to obtain and responses to advertising] from Purchasers, provided that the Seller [and others in the United Kingdom] comprising the information about the Seller and the Seller from time to time directs the Finder to provide to the Seller promptly informed about all such enquiries [and responses to advertising].
- [3.10 The Finder will carry out all such additional services for and on behalf of the Seller:
- [3.10.1 assist in the completion of the Proposed Transaction;]
  - [3.10.2 advise the Seller on the structure and other aspects of the Proposed Transaction;]
  - [3.10.3 provide liaison between the Seller and Purchasers in relation to the Proposed Transaction;]
  - [3.10.4 keep the Seller informed of all developments and discussions relevant to the Proposed Transaction; and]
  - [3.10.5 <<insert details of any other services required>>].]
4. **Seller's Obligations**
- 4.1 At the Finder's request, the Seller will provide to the Finder:
- 4.1.1 a comprehensive memorandum on the Business [and the Seller] containing all such information as are set out in Schedule 2;

- 4.1.2 such other documents as are reasonably necessary to carry out its obligations under the Engagement Letter;
- 4.1.3 such other documents as the Seller may request which it considers necessary in the course of enabling it to carry out the obligations under the Engagement Letter.
- 4.2 ***EITHER***
- [The Seller will follow up on an Introduction made by the Finder, and use all reasonable endeavours to:
- 4.2.1 obtain information from the relevant Purchaser(s);
- 4.2.2 hold discussions with that/those Purchaser(s); and
- 4.2.3 enter into an Applicable Contract with the relevant Purchaser(s) within the Introduction Time Limit.]
- OR***
- [The Seller shall not follow up on an Introduction to:
- 4.2.1 follow up on an Introduction made by the Finder; or
- 4.2.2 obtain information from the relevant Purchaser(s); or
- 4.2.3 hold discussions with that/those Purchaser(s).
- However, if the Seller follows up on an Introduction and does hold discussions with those Purchaser(s), the Seller will enter into an Applicable Contract with the relevant Purchaser(s) within the Introduction Time Limit.]
- 4.3 Notwithstanding the above, under Clause 4.2, nothing shall compel the Seller to enter into an Applicable Contract that is not in the best interests of the Seller.
- 4.4 The Seller will notify the Finder within <<insert period>> days of it entering into an Applicable Contract. The Seller's written notice under this Sub-Clause 4.4 shall contain the following details:
- 4.4.1 The date of the Applicable Contract and the names of all of the Purchaser(s);
- 4.4.2 The total [sum] [Transaction Value] due or to become due to the Seller under the Applicable Contract;
- 4.4.3 The date(s) when the [sum] [Transaction Value] fall(s) due under the Applicable Contract; and
- 4.4.4 A breakdown of the total amount of Transaction Value with a breakdown of the breakdown is calculated, and the amount and that breakdown.
- 4.5 If within <<insert period>> days of the notice given to it by the Seller pursuant to Sub-Clause 4.4, the Finder gives notice to the Seller referring to the evidence of or relating to the Transaction Value, the Seller will within <<insert period>> days of the notice provide a reasonable opportunity and facilities for the Finder to inspect the original fully executed copy of the Applicable Contract.
- [4.6 If the Seller gives information pursuant to Sub-Clause 3.5, the

- Seller shall be responsible for all costs, expenses, commitment, agreement, obligation or liability incurred or payable by the Seller or the Finder on the Seller's behalf in accordance with such terms and conditions as may be agreed in writing between the parties.
- 5. Remuneration**
- 5.1 The Introduction Commission shall be payable to the Finder in accordance with the provisions of this Clause 5, shall be payable to the Finder when an Applicable Contract is entered into between the parties to it.
- 5.2 The Introduction Commission shall be the greater sum either:
- 5.2.1 £ <<insert amount>>
- 5.2.2 <<insert percentage>> of the Transaction Value of the Applicable Contract.
- 5.3 An invoice for the Introduction Commission may be issued by the Finder at any time after the due date of payment, and if it is valid and correct, it shall be payable by the Seller notwithstanding any deduction, set-off or counterclaim within <<insert period>> of its issue.
- 5.4 The Seller will pay the Introduction Commission and any and all [expenses or] other costs incurred by the Finder payable by <<insert preferred method(s)>>, to such extent as the Seller may nominate.
- 5.5 The amount of the Introduction Commission calculated in accordance with this Agreement shall be subject to any applicable Value Added Tax ("VAT") chargeable thereon. The Introduction Commission shall show the VAT exclusive amount chargeable thereon and, if any VAT is chargeable thereon, the amount chargeable shall be shown separately in addition to the net amount. The invoice shall not be valid for the purposes of this Agreement unless it is valid as a VAT invoice.
- 5.6 If the Seller fails to pay the Introduction Commission by the due date, the Seller shall pay to the Finder any amount which is payable to the Finder under this Agreement, without prejudice to any other right or remedy available to the Finder, and shall bear interest from the due date until payment in full at a rate of <<insert percentage>>% above the <<insert base rate>> from time to time, both before and after any judgment.
- 5.7 Except as may be otherwise provided in this Agreement, the Introduction Commission shall be payable to the Finder within the Introduction Commission Period of Engagement or not it expires after the end of the Period of Engagement.
- [5.8 In consideration of the services provided by the Finder pursuant to this Agreement in addition to the Introduction Commission, the Company will pay to the Finder a retainer fee of £ << >> plus any applicable VAT during whichever period of the Period of Engagement or until the end of the Period of Engagement. The fee will be pro rated on a daily basis.]
- [5.9 Except to the extent that it is not reasonable in the circumstances for the Finder to be unreasonable in respect of pocket travel and subsistence incurred by the Finder in carrying out its obligations under this Agreement where it is necessary for any of the Finder's own obligations to attend any location, other than carrying out any such obligations.]
- 6. Period of Engagement**

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| 7.1 | If at any time during the period of the Seller's advertising campaign, the Seller instructs the Finder to provide to the Seller within << >> days full details in writing of the Seller's proposal, to include all copy, types of media, specific placement, and all contract terms and conditions for the advertising, the Seller shall reimburse the Finder for all costs and expenses that will be incurred for that advertising once it is placed. |
| 7.2 | The Seller will, within 10 days of receiving the Finder's said proposal, confirm in writing whether or not it is interested with it or any part/s of it and the extent to which it wishes to proceed with the relevant advertising in accordance with the Finder's proposal. In the event of the Seller's confirmation.  |
| 7.3 | The Finder will, and the Seller agrees on behalf of and in the name of the Seller as permitted by Sub-Clause 7.1, to place advertising in third party media on the Seller's behalf as the agent of the Seller. Except for the advertising placed pursuant to Sub-Clause 7.1, the Finder will not in relation to any of that advertising incur any cost, expense or commitment for advertising or   |
| 7.4 | The Finder will either submit to the Seller for direct payment by the Seller all invoices that are received by the Seller for the advertising placed pursuant to Sub-Clauses 7.1 and 7.3, or for any or all such invoices to be sent direct to the Seller. In either case, the Seller will pay those invoices.   |
| 7.5 | If the Seller does not pay the Finder pursuant to Sub-Clause 7.1, but the  |

Finder wishes to a number of enquire discretion, in its own least << >> days proposes and if with objection. If the Finder indemnify the Seller Finder's doing so, or the Seller object details the Finder ne

s with the aim of increasing the the Business, it may do so in its expense, if it notifies the Seller at of the advertising that the Finder does not raise any [reasonable] advertising in its own name, it will liabilities of or arising out of the details of it as above to the Seller sing was in accordance with the

## 8. Anti-Bribery

8.1 Both parties shall Agreement and sh anti-bribery provisio

respect to the provisions of this in accordance with the spirit and 0.

8.2 In particular, neither anything that may, constitute a bribe disproportionately l reward or constitu obligations.

quest, agree to receive or accept provisions of the Bribery Act 2010, ited to, financial incentives and nises thereof) designed to induce, e by the party concerned of its

8.3 Each party shall en associated persons bribing another per obtaining or retaini insofar as any actio

edures are in place to prevent any 8 of the Bribery Act 2010) from obtaining or retaining business, or conduct of business, for that party persons relate to this Agreement.

[8.4 The Finder hereby annexed to this Agr

dance with its Anti-Bribery Policy, Part 1.]

[8.5 The Seller hereby annexed to this Agr

dance with its Anti-Bribery Policy, Part 2.]

## 9. Confidentiality

9.1 Neither party ("First or part with possess the business, affair ("Second Party") or available to the First organisation by virt Party will use all Information is kept except:

ose to any person or organisation, of a confidential nature concerning suppliers of either the other party icted Information") which is made Party or from any other person or with the Engagement, and the First ensure that all such Restricted ause shall apply to the First Party

9.1.1 as may be r or disclose employee, c

ses of this Agreement for it to use mation to any director, officer, the First Party; or

9.1.2 as the First

directed by the Second Party; or

9.1.3 to any gove competent j

ority, regulatory body, or court of

9.1.4 as required

9.1.5 to the exten date of this

rmation concerned is either at the s after that date public knowledge



- through no fault of the First Party, provided that in disclosing that Restricted Information, the First Party does not disclose any part of such Restricted Information that is in the public knowledge.
- 9.2 Without prejudice to the obligations of the First Party, if the First Party is the Finder, it will not use or disclose any Restricted Information, or any information of a confidential nature, made available to it in the course of or in connection with the Engagement, competition or negotiations with the Other Party, or in connection with the sale or purchase of the business, or the identity of the Other Party; or
- 9.2.1 the identity of the Other Party; or
- 9.2.2 the business of the Other Party; or
- 9.2.3 any proposed Transaction.
- The Finder will use all reasonable endeavours to ensure that all such Restricted Information is kept confidential, subject to the exceptions set out in 9.1.5 (but with the exceptions changed as necessary to reflect the fact that the Finder is not the First Party).
- 9.3 Information may be disclosed by the First Party for the purposes of this Clause whether it exists or not, and whether or not it is marked as such.
- 9.4 The obligations under this Agreement shall continue at all times during the continuance of this Agreement and for a period of OR [years] after the expiry of the Introduction Time Limit.
10. **Data Processing**
- 10.1 All personal data that is collected, processed or stored by the First Party in accordance with the provisions of Data Protection Legislation shall be processed in accordance with the provisions of Data Protection Legislation of any jurisdiction in which the Seller or the Finder is located.
- 10.2 For complete details of the collection, processing, storage, and retention of personal data, the Other Party's and the Finder's privacy policies and personal data sharing policies, the Other Party should refer to the Privacy Notice of the Other Party and the Finder's Privacy Notices of each party are attached in Schedule 1.
- 10.3 [All personal data that is collected, processed or stored by the First Party under this Agreement shall be processed in accordance with the terms of the Data Sharing Agreement attached as Schedule 2 to this Agreement.]
- 10.4 [All personal data that is collected, processed or stored by the First Party under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement attached as Schedule 3 to this Agreement.]

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11. **Liability**

Subject to compliance by the Seller with the provisions of this Agreement, except as otherwise expressly provided, the Seller shall indemnify the Finder against any liability (including reasonable attorneys' fees) which the Finder may reasonably incur as a result of the Finder's activities in accordance with this Agreement.

ations under this Agreement, and in the event of a breach of this Agreement, the Seller shall indemnify the Finder for all costs and expenses (including reasonable attorneys' fees and proceedings) which it may incur by reason of the Seller's activities in accordance with this Agreement.

12. **No Waiver**

No failure or delay by either party in exercising its rights under this Agreement shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any other provision of this Agreement.

of its rights under this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

13. **Assignment**

This Agreement is personal to the parties and neither party may assign, transfer, or sub-contract its obligations hereunder, or deal in any other manner with the Agreement.

cept with the written consent of the other party, neither party may mortgage, or charge any of its rights or obligations hereunder, or assign its obligations under this Agreement.

14. **Relationship**

Nothing in this Agreement is intended to create an employment relationship between the parties or a joint venture or agency except as may be otherwise expressly agreed in writing by the parties.

deemed to, create an employment relationship between the parties or a joint venture or agency except as may be otherwise expressly agreed in writing by the parties.

15. **Entire Agreement etc**

15.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all other agreements, promises, assurances, warranties, representations or understandings between them, whether written or oral, relating to the subject matter hereof.

ement between the parties and all other agreements, promises, assurances, warranties, representations or understandings between them, whether written or oral, relating to the subject matter hereof.

15.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which together shall be deemed to constitute one and the same agreement.

by an instrument in writing signed by the duly authorized representatives of the parties.

15.3 Each party acknowledges that it enters into this Agreement of its own free will and without any coercion, duress, or undue influence, and shall have no claim against the other party for any statement, representation, or warranty (whether made intentionally or negligently) that is not set forth in this Agreement or in any exhibit or attachment hereto, in whole or in part, in any statute or common law.

to this Agreement, it does not rely on any statement, representation, or warranty (whether made intentionally or negligently) that is not set forth in this Agreement or in any exhibit or attachment hereto, in whole or in part, in any statute or common law.

16. **Severance**

If any provision or part of a provision of this Agreement is held by any court or other competent authority to be unenforceable, it shall be deemed to be deleted, and this Agreement shall survive and be enforceable as to its other provisions and the remainder of the Agreement.

ment is held by any court or other competent authority to be unenforceable, it shall be deemed to be deleted, and this Agreement shall survive and be enforceable as to its other provisions and the remainder of the Agreement.

17. **Notices**

Any notice required to be given under this Agreement shall be in writing and shall be deemed to have been received forty-eight hours after posting. If the addressee of the notice is not known, it shall only be necessary to post the notice in an envelope which was duly addressed and posted in a reasonable manner.

er this Agreement may be sent by registered mail or by certified mail, return receipt requested, to the address of the party to whom notice is required to be given under this Agreement or to such other address as that party may have notified for the purpose of this Agreement. If the notice is not received within forty-eight hours after posting, it shall only be necessary to post the notice in an envelope which was duly addressed and posted in a reasonable manner.

## 18. Law and Jurisdiction

- 18.1 This Agreement shall be construed in accordance with the law of England & Wales.
- 18.2 In relation to any dispute arising out of or in connection with this Agreement, each party hereby agrees to submit to the [non-exclusive jurisdiction] of the courts of England & Wales.

### **SCHEDULE 1**

#### **<sup>1</sup>List of Assets of the Business to be Sold**

All of the following in so far as they are owned by the Seller or which are owned by the Seller or used by the Seller in the Business.

[Goodwill]

[Stocks of goods and materials]

[Plant, tools, machinery, and other equipment]

[The benefit (subject to the burden of completion) of any contract entered into by the Seller to the extent that they remain to be completed at the time of sale]

[Registered and unregistered intellectual property in all descriptions]

[Software, including software licenses]

[Liability of the Seller to discharge any debt or obligation (other than any agreed by Seller and Purchaser to be excluded) owing to third parties]

[Employees employed by the Seller in the Business]

[Real and leasehold property]

[Book debts]

[Books and records other than any excluded by the Seller and Purchaser to be excluded]

[All rights of the Seller (other than any excluded by the Seller and Purchaser to be excluded) against third parties]

[Any shares or other securities in any company]

[All cash in hand or at bank and all other assets (including securities representing them)]

### **SCHEDULE 2**

*[Set out here the minimum type of information to be contained in the information memorandum to be provided by the Seller pursuant to Clause 4.1.1.]*

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<sup>1</sup>This list should be amended or added to as necessary.

### **SCHEDULE 3**

*[Attach the respective Privacy Notice to the relevant Schedule. See Clause 10].*

### **SCHEDULE 4**

*[Part 1 – Attach copy of Finder's Agreement to the relevant Schedule. See Sub-Clause 8.4]*

*[Part 2 - Attach copy of Seller's Agreement to the relevant Schedule. See Sub-Clause 8.5]]*

**IN WITNESS** whereof the parties have signed and affixed their seals to the present Agreement the day and year first above written.

#### **EITHER**

[SIGNED by .....

<<Insert name of person signing for

for and on behalf of <<Insert Finder

#### **OR**

[SIGNED by .....

<<Insert name of sole trader Finder

#### **EITHER**

[SIGNED by .....

<<Insert name of person signing for Seller's Agreement (see Sub-Clause 8.5))>>

for and on behalf of <<Insert Company Name>>

#### **OR**

[SIGNED by .....

<<Insert name of sole trader Seller