# THIS FINDER'S FEE Agreement is BETWEEN:

- (1) <<Insert Finder's name>> registered>> under numbe at <<Insert Registered offi business address of Finder
- (2) <<Insert Company's nam Company is registered>> registered office is at < "Company")

#### **BACKGROUND**

- (A) The Company has develo activity of the Company>>
- (B) The current registered hol whose names are listed in in the Company (referred t Shares by way of sale to o
- (C) The Company wishes to a potential purchasers of the advice to the Company in Shares to such purchasers
- (D) The Company intends to depotential purchasers made and where any Introduction recover from each Seller at the Company].
- (E) For this purposes of this A have authorised the Comp approved its terms.

#### IT IS HEREBY AGREED:

1. Interpretation

In this Agreement:

"Applicable Contract"

"Data Protection Legislation"

<<month>> <<year>>

n <<Insert country where Finder is nber>> whose registered office is insert trading name>> of <<Insert is the "Finder")

ered in <<Insert country where ert company number>> whose e>> (hereinafter known as the

siness comprising <<outline main

Agreement as "the Sellers") [all of ement] of all of the issued shares he Shares") wish to dispose of the or companies.

duce to the Company one or more ers [and to provide support and rocess of disposing of all of the

bout any introduction of any such company under this Agreement [, payable under this Agreement, to oduction Commission payable by

/ hereby confirms that the Sellers reement for their benefit and have

the Proposed Transaction veen the Sellers, [the e Purchaser(s) after an or all of the Purchasers by t contract has been entered luction Time Limit. For the reement, the said contract have been entered into on t is executed by all of the

and until EU Regulation Data Protection Regulation er directly applicable in the any national implementing

"Engagement"

"Introduction"

"Introduction Commission"

"Introduction Date"

"Introduction Time Limit'

"Period of Engagement'

"Personal Data"

"Proposed Transaction"

"Purchaser(s)"

"Sellers"

"Shares"

"Transaction Value"

d secondary legislation (as to time), in the UK and legislation which succeeds onal data" means personal in the Data Protection

nent of the Finder by the I for the purposes of this

on during the Period of Finder to the Company of d by this Agreement of any the terms "Introduce", roducing" shall refer to that

sion fee payable by the ter pursuant to Clause 5 of

n which the Finder first itial Purchaser(s) to the

l of <<insert period>>, pduction Date;

l of <<insert period>> late of this Agreement;

a as defined in the Data

e Shares by any Seller(s) to

s), company(ies) or other ied by the Finder to the to time as being a potential Shares in a Proposed the context permits, where plicable Contract;

rrent registered holders of hose names are listed in reement;

shares in the Company

any Proposed Transaction, e paid under an Applicable hasers [or by any other(s)] e Shares, whether paid or r in cash, securities, capital er assets or property, shares or other securities umption of debt, funding of r thing undertaken by the

# S

eceivable, inventory, workcompete agreements, employment or consulting other consideration or fee npany [or by any of the terms of the Applicable vise to implement the

# 2. Appointment of Finder

- The Company her Introduce them to Agreement.
- 2.2 The Engagement wi and will procure that the Period of Enga any other entity to f from any of the Sel and the Sellers.
- [2.3 Sub-Clause 2.2 shall or using any represent any Seller or any Pother adviser provide or such professional ordinated with the Fi
- [2.4 [The Company here conditions of this Proposed Transacti period is shorter el Applicable Contract

## 3. Finder's Obligations

- 3.1 The Finder will Intr providing full details
  - 3.1.1 The full nam contact if the
  - 3.1.2 Contact deta telephone nu
  - 3.1.3 A detailed de particulars>>
  - [3.1.4 <<insert additi
  - [3.1.5 <<insert additi
- 3.2 Subject to Sub-clau and any person or e Purchaser, the Find has been engaged finder and introduce of all of the Shares relationship with the
- 3.3 The Finder will act

er to identify Purchasers and rdance with the terms of this

t is to say the Company [will not, may, and the Sellers may] during er person(s) or company(ies) or ser/s of all or any of the Shares similar function for the Company

Iny or any Seller from appointing otiations between the Company, ng any professional, financial or ocures that such representative's lyiser's actions are suitably company.]

on and subject to the terms and nd advise it in relation to the p-Clause 3.10 during whichever agement or the period until an

the Company and will do so by company, such details to include:

cluding the name of the Finder's vidual person;

- s) including, but not limited to, es) and postal address[.][; and]
- er(s), including <<insert required

>[.][; and]

> etc.]

and dealings with any Purchaser an intermediary or contact of any are made aware that the Finder resent it only in the capacity of the Sellers of potential purchasers to not have any other form of

asis", that is to say, it must not,



except with the expany particular Purcl permit anything elso or anyone connect Relevant Entity.

- 3.4 For the purpose of
  - 3.4.1 the Compar Purchasers;
  - 3.4.2 any Seller; d
  - 3.4.3 any other pe
- 3.5 The Finder will not authorised to do s writing, in relation to either have any aut hold itself out as ha
  - 3.5.1 enter into ar any Seller;
  - 3.5.2 bind the Co limited to en
  - 3.5.3 incur any fol
  - 3.5.4 enter into a the Compar
- 3.6 The Finder will de Engagement and v United Kingdom] as subject to receiving
- 3.7 The Finder undert Purchasers [and to engaged under thi Finder does not under the finder und
  - 3.7.1 introduce a Company; o
  - 3.7.2 ensure that successfully
- 3.8 The Finder does no
  - 3.8.1 any obligati achieved or
  - 3.8.2 any respons Transaction
- 3.9 The Finder shall de Purchasers, provide the Company which provide to Purchas such enquiries [and
- [3.10 The Finder will carr the Company:

rity of the Company in relation to ity of any Relevant Entity or do or indirectly assist any Purchaser(s) s) to discover the identity of any

it Entity" is:

has engaged the Finder to seek

with the Company or any Seller.

g, except in so far as specifically infirmation from the Company in on or the Engagement, nor shall it bever to do any of the following or acity to do any of the following:

ment on behalf of the Company or

any other way (including, but not lationships); or

the Company or any Seller; or

(pre-contractual or otherwise) on

be reasonably necessary to the the Company [and others in the the purpose of the Engagement, from the Company.

commercial endeavours to find matters in relation to which it is Company acknowledges that the o either:

number of Purchaser(s) to the

tion is entered into or completed

ccept either:

that a Proposed Transaction is

ct, tort or otherwise, if a Proposed eted for any reason.

Id responses to advertising] from comprising the information about me to time directs the Finder to pany promptly informed about all

onal services for and on behalf of

[3.10.1 assist in the

[3.10.2 advise the Proposed T

[3.10.3 provide liai Purchasers

[3.10.4 keep the C relevant to t

[3.10.5 <<insert det

# 4. Company's Obligations

- 4.1 At the Finder's reas
  - 4.1.1 a compreh containing a Schedule 2;
  - 4.1.2 such other necessary 1 Engagemen
  - 4.1.3 such other a reasonably i said obligation

#### 4.2 **EITHER**

[The Company will Introduction made to

- 4.2.1 obtain inforr
- 4.2.2 hold discuss
- 4.2.3 enter into au the Introduc

#### OR

[The Company should be company

- 4.2.1 follow up on
- 4.2.2 obtain inforr
- 4.2.3 hold discuss

However, if the Col and/or any Seller(s Purchaser(s), the Col all reasonable end relevant Purchaser(

- 4.3 Notwithstanding the Company to, or particular Contraction Sellers.
- 4.4 The Company will r
  [it and] the Sellers
  written notice under

ne Proposed Transaction;]

tructure and other aspects of the

n between the Company and ad Transaction[.][; and]

I developments and discussions Proposed Transaction[.] [; and]

required>>.]

pany will provide to the Finder:

emorandum on the Company f information as are set out in

d documents as are reasonably out its obligations under the

r may request which it considers se of enabling it to carry out the

the Sellers will, follow up on any reasonable endeavours to:

Purchaser(s);

th that/those Purchaser(s); and

h the relevant Purchaser(s) within

igation to, and not be under an

y the Finder; or

Purchaser(s); or

that/those Purchaser(s).

bllow up on an Introduction and it s or negotiations with that/those cure that the Sellers will, then use an Applicable Contract with the Time Limit.]

use 4.2, nothing shall compel the is compelled to, enter into an nterests of the Company and the

g within <<insert period>> days of icable Contract. The Company's Il include the following details:

- 4.4.1 The date of the Sellers a
- 4.4.2 The total [su [and, if app Applicable C
- 4.4.3 The date(s) due under the
- 4.4.4 A breakdow Value with a reasonable
- 4.5 If within <<insert per to it by the Compa the Company refer further evidence of within <<insert per opportunity and fac copy of the Applical
- 4.6 [If the Company given the Company shall or liability incurred accordance with successions.]

# 5. **Remuneration**

- 5.1 The Introduction Co this Clause 5, sh Applicable Contract
- 5.2 The Introduction Cd
  - 5.2.1 £ <<insert a
  - 5.2.2 <<insert pe Contract.
- 5.3 An invoice for the any time after the c it shall be payab counterclaim within
- 5.4 The Company will pall [expenses or] method(s)>>, to sue
- 5.5 The amount of the this Agreement sha chargeable thereor the VAT exclusive chargeable thereor separately in addition the purposes of this
- 5.6 If the Company fail the Finder under the remedy available to date until payment above the <<insert

Contract and the names of all of

ue or to become due to the Sellers from the Purchaser(s) under the

at [sum] [Transaction Value] fall(s) nd

of the total amount of Transaction the breakdown is calculated, and amount and that breakdown.

t by the Finder of the notice given se 4.4, the Finder gives notice to .5 stating that the Finder requires saction Value, the Company will er's notice provide a reasonable inspect an original fully executed

nder pursuant to Sub-Clause 3.5, ommitment, agreement, obligation inder on the Company's behalf in

accordance with the provisions of payable to the Finder when an he parties to it.

ever is the greater sum either:

insaction Value of the Applicable

n may be issued by the Finder at due and, if it is valid and correct, ithout any deduction, set-off or after the date of its issue.

bduction Commission and any and payable by <<insert preferred inder may nominate.

on calculated in accordance with plicable Value Added Tax ("VAT") roduction Commission shall show on Commission and, if any VAT is nount chargeable shall be shown the invoice shall not be valid for ralid as a VAT invoice.

e any amount which is payable to out prejudice to any other right or t shall bear interest from the due rate of <<insert percentage>>% from time to time, both before and

after any judgment.

- 5.7 Except as may
  Commission shall to
  within the Introducti
  Period of Engagem
- 5.8 The Company con behalf, it also does Company will reco Introduction Comm contributed by each under the Applicable each Seller that it Clause 5.8].
- [5.9 In consideration of Agreement in addit Finder a retainer fe during whichever p the entering into of basis.]
- [5.10 Except to the ext Company to be unr Finder all out-of-reasonably incurred Agreement where i any location, other out any such obligation.

# 6. **Period of Engagement**

- 6.1 This Agreement is the date appearing continue, subject to
- 6.2 The Company may Agreement forthwit substantial and mat
- 6.3 The Finder may at Agreement forthwi commits any substa
- 6.4 Notwithstanding ar Agreement pursuar relation to payment Introduction Comm Contract is entered Limit. For the avoid shortening or termin
- [6.5 Notwithstanding th Agreement, the Fir retainer fee pursual
  - 6.5.1 where the C fees shall o that termina

n this Agreement, Introduction pplicable Contract is entered into r not it expires after the end of the

s into this Agreement on its own e Sellers [, and that therefore the lers a total amount equal to the any such that the percentage of it leir percentage of the Shares sold by has obtained confirmation from any in accordance with this Sub-

any services pursuant to this ions, the Company will pay to the £<< >> plus any applicable VAT ne Period of Engagement or until The fee will be pro rated on a daily

r part thereof is shown by the he Company will reimburse to the sistence expenses wholly and ing out its obligations under this f the Finder's personnel to attend ffices, for the purpose of carrying

date on which it is made, namely ge of this Agreement and it shall riod of Engagement.

- e Period of Engagement and this Finder if the Finder commits any ement.
- Period of Engagement and this the Company if the Company ation under this Agreement.

Period of Engagement and this 1.2 or 6.3, the above obligations in sion shall remain in force such that and payable where an Applicable in but within the Introduction Time ination shall not have the effect of attroduction Time Limit.

Period of Engagement and this entitled to payment of the monthly

uant to Sub-Clause 6.2, but those eriod (pro rata) up to the date of



6.5.2 where the fees shall termination
Applicable
Engagemen

# 7. Advertising, and related

- 7.1 If at any time durir advertise for Purch >> days full details types of media, spe for accepting the reincurred for that advertise
- 7.2 The Company will v confirm in writing wl extent to which it w any advertising, the with the Finder's confirmation.
- 7.3 The Finder will, an behalf of and in the Except as permitted that advertising ei advertising or incur
- 7.4 The Finder will eithe the Company all in pursuant to Sub-Cla to be sent direct to invoices.
- 7.5 If the Company doe the Finder wishes to number of enquire discretion, in its ow at least << >> day proposes and if with objection. If the Findernify the Company or the Cowith the details the

# 8. Anti-Bribery

- 8.1 Both parties shall Agreement and sh anti-bribery provision
- 8.2 In particular, neither anything that may, constitute a briber disproportionately lareward or constitute obligations.
- 8.3 Each party shall en

ant to Sub-Clause 6.3, and those ot only up until the date of that whichever first occurs either an o or the end of the Period of

Company instructs the Finder to rovide to the Company within << sing proposal, to include all copy, arty contract terms and conditions all costs and expenses that will be is placed.

ceiving the Finder's said proposal, ed with it or any part/s of it and the rms that it wishes to proceed with elevant advertising in accordance the extent of the Company's

dvertising in third party media on and as the agent of the Company. Finder will not in relation to any of name into any commitment for bility.

le Company for direct payment by eceives for the advertising placed range for any or all such invoices case, the Company will pay those

is pursuant to Sub-Clause 7.1, but ers with the aim of increasing the the Shares, it may do so in its xpense, if it notifies the Company of the advertising that the Finder by does not raise any [reasonable] advertising in its own name, it will by liabilities of or arising out of the ed details of it as above to the the advertising was in accordance npany.

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

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

edures are in place to prevent any

associated persons bribing another per obtaining or retaining insofar as any action

- [8.4 The Finder hereby annexed to this Agr
- [8.5 The Company here annexed to this Agr

#### 9. Confidentiality

- 9.1 Neither party ("First or part with possess the business, affair ("Second Party") or available to the First organisation by virtt Party will use all Information is kept except:
  - 9.1.1 as may be i or disclose employee, d
  - 9.1.2 as the First
  - 9.1.3 to any gove competent j
  - 9.1.4 as required
  - 9.1.5 to the exten date of this through no Restricted In Restricted In
- 9.2 Without prejudice to not use or disclose any Restricted Info nature, made avail Engagement, comp
  - 9.2.1 the identity
  - 9.2.2 the busines any Purchas
  - 9.2.3 any propos Transaction

The Finder will use Information is kept of the exceptions set changed as necess

9.3 Information may be whether it exists or

8 of the Bribery Act 2010) from obtaining or retaining business, or conduct of business, for that party rsons relate to this Agreement.

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

rdance with its Anti-Bribery Policy,
Part 2.1

ose to any person or organisation f a confidential nature concerning suppliers of either the other party tricted 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

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

directed by the Second Party; or prity, regulatory body, or court of

rmation concerned is either at the safter that date public knowledge, provided that in disclosing that ty does not disclose any part of blic knowledge.

the First Party is the Finder, it will nisation or part with possession of any information of a confidential irtue of or in connection with the

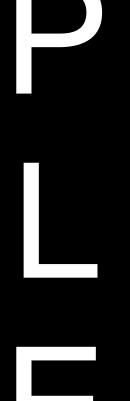
eller or any Purchaser; or

ents or suppliers of any Seller or

other content of any Proposed

to ensure that all such Restricted ause shall apply to the Finder with 1 – 9.1.5 (but with the exceptions as First Party).

' for the purposes of this Clause or in writing or any other medium,



and whether or no marked as such.

9.4 The obligations und of this Agreement a Introduction Time Li

# 10. Data Processing

- 10.1 All personal data the be collected, proce provisions of Data Protection Legislation Company or the Protection Legislation
- 10.2 For complete detai retention of persor which personal data Other Party's and personal data shari Privacy Notice of th are attached in Sch
- 10.3 [All personal data this Agreement shanning Agreement this Agreement.]
- 10.4 [All personal data t Party under this Ag of the Data Proces date>> pursuant to

# 11. Liability

Subject to compliance by except as otherwise express the Finder against any lia which the Finder may reasincur by reason of the Fin Agreement.

#### 12. No Waiver

No failure or delay by either shall be deemed to be a way of any provision of this Agr breach of the same or any

# 13. Assignment

This Agreement is personal other party neither party neither party nereunder, or sub-contract deal in any other manner with the sub-contract deal in any other with the sub-contract deal i

# 14. Relationship

Nothing in this Agreement i relationship between the particular to the particular to

essly stated to be confidential or

at all times during the continuance **OR** [years] after the expiry of the

Finder ("First Party") may use will First Party in accordance with the and the rights under the Datang, as the case may be, either the and the rights under the Data

llection, processing, storage, and not limited to, the purpose(s) for or bases for using it, details of the and how to exercise them, and ne Other Party should refer to the tive Privacy Notices of each party

Party with the Other Party under ance with the terms of the Data es on <<insert date>> pursuant to

First Party on behalf of the Other sed in accordance with the terms d into by the parties on <<insert

ations under this Agreement, and nent, the Company shall indemnify limited to all costs and expenses ng any proceedings) which it may bligations in accordance with this

of its rights under this Agreement waiver by either party of a breach to be a waiver of any subsequent

ept with the written consent of the tgage, or charge any of its rights ny of its obligations hereunder, or ligations under this Agreement.

deemed to, create an employment or joint venture or agency except

as may be otherwise be ex parties.

# 15. Entire Agreement etc

- 15.1 This Agreement c supersedes and ex warranties, repres written or oral, relat
- 15.2 This Agreement ma by the duly authoris
- 15.3 Each party acknowl on, and shall have assurance or warra out in this Agreementatute or common l

#### 16. **Severance**

If any provision or part of a competent authority to be deleted, and this Agreeme provisions and the remaind

#### 17. Notices

Any notice required to be a post to the address of the address as that other party clause. Communications a eight hours after posting. prove that the communication addressed and posted in a

# 18. Law and Jurisdiction

- 18.1 This Agreement sh law of England & W
- 18.2 In relation to any I arising out of or in to submit to the [no

# **SCHEDULE 1**

#### The Sellers of all of the Shares

The following names are the full n

- << Insert name>>
- << Insert name>> etc

#### **SCHEDULE 2**

[Set out here the minimum ty] memorandum to be provided by the

eement or agreed in writing by the

ement between the parties and greements, promises, assurances, indings between them, whether

by an instrument in writing signed parties.

Ito this Agreement, it does not rely of, any statement, representation, ently or negligently) that is not set arranties or other terms implied by llest extent permitted by law.

ment is held by any court or other rceable, it shall be deemed to be alid and enforceable as to its other on.

er this Agreement may be sent by this Agreement or to such other ave notified for the purpose of this med to have been received forty-post it shall only be necessary to an envelope which was duly e.

construed in accordance with the

ngs to enforce this Agreement or ement, each party hereby agrees of the courts of England & Wales.

shareholders in the Company:

be contained in the information Sub-Clause 4.1.1.]

# **SCHEDULE 3**

[Attach the respective Privacy Not

# [SCHEDULE 4

[Part 1 – Attach copy of Finder's A [Part 2 - Attach copy of Company'.

**IN WITNESS** whereof the parties written.

## **EITHER**

[SIGNED by ......<

<<Insert name of person signing f
for and on behalf of <<Insert Com</pre>



See Clause 10].

ub-Clause 8.4] Sub-Clause 8.5]**]** 

ement the day and year first above

