

THIS FINDER'S FEE Agreement is

BETWEEN:

- (1) <<Insert Finder's name>>
registered>> under number
<<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 Purchaser wishes to
type of business to be acqu
- (B) The Purchaser wishes to
and wish to dispose of a B
willing to sell it to the Purch
- (C) The Purchaser wishes to
more Sellers of a Business
the Purchaser in connecti
concern from such Seller(s)

IT IS HEREBY AGREED:

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

"Assets"

"Business"

**"Data Protection
Legislation"**

<<month>> <<year>>

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

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

prising <<outline main activity of
"a Business".

more persons who own, operate,
cern by way of sale and would be

introduce to the Purchaser one or
to provide support and advice to
acquiring a Business as a going

for the Proposed Transaction
en the Seller(s) and the
introduction of any or all of
Finder where that contract
into within the Introduction
purposes of this Agreement,
ll be deemed to have been
ate on which it is executed
es to it;

types of items listed in

business undertaking owned
Seller(s) all of which is to
haser as a going concern
the 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”

“Seller(s)”

“Transaction Value”

2. Appointment of Finder

2.1. The Purchaser hereby appoints the Finder to identify and introduce Sellers to the Purchaser on the terms of this Agreement.

2.2. The Engagement will be exclusive for the period of **OR** [may] during the term of this Agreement.

in the Data Protection

ment of the Finder by the Purchaser and for the purposes of this Agreement.

on during the Period of Engagement of the Finder to the Purchaser of any introduction by this Agreement of any Sellers, “Introduce”, “Introduced” and “Introduction” shall refer to that Introduction;

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

on which the Finder first introduces a Seller(s) to the Purchaser;

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

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

Personal Data as defined in the Data Protection Act 1998;

of the Business to the Seller(s);

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

any Proposed Transaction, the Finder shall be paid under an Applicable Contract by the Purchaser [or by any other(s)] to the Seller(s) Business, whether paid or not, in cash, securities, capital assets or property, [funding of any activity or transaction by the Seller], accounts receivable, work-in-progress, non-current assets, licensing agreements, consulting agreements, or any other consideration or fee received by the Finder in terms of the Applicable Contract or otherwise to implement the Proposed Transaction.

to identify Sellers and Introduce Sellers to the Purchaser on the terms of this Agreement.

that is to say the Purchaser [will not] appoint any other person(s) or

- company(ies) or any other business to the Purchaser.
- [2.3. Sub-Clause 2.2 shall not prevent the Purchaser from appointing or using any representative to assist it in the business of the Purchaser or from using any other adviser provided that the Purchaser procures the services of such professional, financial or other adviser's advice is coordinated with the Finder's services for the Purchaser.]
- [2.4. [The Purchaser hereby agrees, on and subject to the terms and conditions of this Proposed Transaction, to engage the Finder to advise it in relation to the Proposed Transaction, during whichever period is shorter: the period of the Proposed Transaction or the period until an Applicable Contract is entered into.]
3. **Finder's Obligations**
- 3.1. The Finder will introduce the Seller(s) to the Purchaser and will do so by providing the following details, such details to include:
- 3.1.1. The full name of the Seller(s);
- 3.1.2. Contact details of the Seller(s), including, but not limited to, telephone number(s), e-mail address(es), and postal address; [and]
- 3.1.3. A detailed description of the Seller(s), including <<insert required particulars>>.
- [3.1.4. <<insert additional details>>[.]; and]]
- [3.1.5. <<insert additional details>> etc.]
- 3.2. At the Purchaser's request, the Finder will seek from the Seller(s):
- 3.2.1. a comprehensive business plan or memorandum on the Seller's Business, including, but not limited to, at least those types of information as set out in Sub-Clause 3.11;
- 3.2.2. such other information as the Purchaser may reasonably require for its preliminary assessment of the Seller(s).
- 3.3. Subject to Sub-Clause 3.4, the Finder shall not, in connection with any Seller and any person or entity, enter into any agreement or contact of any Seller, or any person or entity, aware that the Finder has been engaged by the Purchaser, except in the capacity of finder and introducer to the Seller(s) of a Business and that the Finder does not have a relationship with the Purchaser.
- 3.4. The Finder will act on behalf of the Purchaser, except with the express written consent of the Purchaser, to permit anything else to be done or to be said or to be indirectly assist any Seller(s) or to cover the identity of any Relevant Entity.
- 3.5. For the purpose of this Clause, "Relevant Entity" is:
- 3.5.1. the Purchaser or any of its Subsidiaries; or
- 3.5.2. any other person or entity who has engaged the Finder to seek to introduce the Seller(s) to the Purchaser.

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| <p>3.6. The Finder will not be authorised to do so or to be writing, in relation to the Engagement, either have any authority or hold itself out as having authority to do so.</p> <p>3.6.1. enter into any agreement on behalf of the Purchaser;</p> <p>3.6.2. bind the Purchaser by entering into any agreement;</p> <p>3.6.3. incur any financial liability on behalf of the Purchaser; or</p> <p>3.6.4. enter into any agreement (pre-contractual or otherwise) on behalf of the Purchaser.</p> | | <p>ing, except in so far as specifically confirmed in writing by the Purchaser in relation to the Engagement, nor shall it be obliged to do any of the following or have the capacity to do any of the following:</p> |
| <p>3.7. The Finder will deliver to the Purchaser a copy of the Engagement and will ensure that the Engagement is displayed in the United Kingdom as required by the Purchaser, subject to receiving confirmation from the Purchaser.</p> | | <p>be reasonably necessary to the performance of the Engagement by the Purchaser and others in the United Kingdom for the purpose of the Engagement, and to be provided to the Purchaser from the Purchaser.</p> |
| <p>3.8. The Finder undertakes to use its commercial endeavours to find and introduce Sellers [and to assist Sellers in relation to which it is engaged under this Agreement] to the Purchaser, but does not undertake to the Purchaser to:</p> <p>3.8.1. introduce any Seller to the Purchaser;</p> <p>3.8.2. ensure that any transaction is entered into or completed successfully.</p> | | <p>the Finder does not undertake to the Purchaser to:</p> |
| <p>3.9. The Finder does not undertake to the Purchaser to accept either:</p> <p>3.9.1. any obligation to ensure that a Proposed Transaction is entered into or completed successfully;</p> <p>3.9.2. any responsibility for a Proposed Transaction.</p> | | <p>cept either:</p> <p>that a Proposed Transaction is entered into or completed successfully;</p> <p>contract, tort or otherwise, if a Proposed Transaction is entered into or completed for any reason.</p> |
| <p>3.10. The Finder shall deliver to the Purchaser a copy of the Engagement and responses to advertising] from the Sellers, provide the Purchaser with information about the Purchaser, and such other information, as the Purchaser may from time to time require. The Finder to provide to the Purchaser promptly informed about all such enquiries [and to ensure that the Engagement is displayed in the United Kingdom as required by the Purchaser, subject to receiving confirmation from the Purchaser.</p> | | <p>nd responses to advertising] from the Sellers, provide the Purchaser with information about the Purchaser, and such other information, as the Purchaser may from time to time require. The Finder to provide to the Purchaser promptly informed about all such enquiries [and to ensure that the Engagement is displayed in the United Kingdom as required by the Purchaser, subject to receiving confirmation from the Purchaser.</p> |
| <p>[3.11 The Finder will carry out the following additional services for and on behalf of the Purchaser:</p> <p>[3.11.1 assist in the performance of the Proposed Transaction;]</p> <p>[3.11.2 advise the Purchaser on the structure and other aspects of the Proposed Transaction;</p> <p>[3.11.3 provide liaison between the Purchaser and Sellers in relation to the Proposed Transaction;]</p> <p>[3.11.4 keep the Purchaser informed of all developments and discussions in relation to the Proposed Transaction;]</p> <p>[3.11.5 <<insert details of any other services required>>].]</p> | | <p>onal services for and on behalf of the Purchaser:</p> <p>ne Proposed Transaction;]</p> <p>tructure and other aspects of the Proposed Transaction;</p> <p>etween the Purchaser and Sellers in relation to the Proposed Transaction;]</p> <p>ll developments and discussions in relation to the Proposed Transaction;]</p> <p>required>>].]</p> |

4. **Purchaser's Obligations**

- 4.1. At the Finder's request, the Purchaser will provide to the Finder:
- 4.1.1. a description of the type of business that the Purchaser will be engaged in;
 - 4.1.2. other information that the Purchaser deems relevant; and
 - 4.1.3. other assistance that the Purchaser deems necessary for the purpose of enabling the Finder to carry out the Engagement.
- 4.2. ***EITHER***
- [The Purchaser will use all reasonable endeavours to follow up on an Introduction made by the Finder, and use all reasonable endeavours to:
- 4.2.1 obtain further information from the relevant Seller(s);
 - 4.2.2 hold discussions with that/those Seller(s); and
 - 4.2.3 enter into an Applicable Contract with the relevant Seller(s) within the Introduction Time Limit.]
- OR***
- [The Purchaser shall follow up on an Introduction made by the Finder to:
- 4.2.1 follow up on an Introduction made by the Finder; or
 - 4.2.2 obtain further information from the relevant Seller(s); or
 - 4.2.3 hold discussions with that/those Seller(s).
- However, if the Purchaser does not follow up on an Introduction and does not hold discussions with that/those Seller(s), the Purchaser will then use all reasonable endeavours to enter into an Applicable Contract with the relevant Seller(s) within the Introduction Time Limit.]
- 4.3. Notwithstanding the above, the Purchaser shall not be compelled to enter into an Applicable Contract if such action is not in the best interests of the Purchaser.
- 4.4. The Purchaser will, within <<insert period>> days of receiving the Finder's written notice under this Sub-Clause 4.4, provide the following details:
- 4.4.1. The date of the Applicable Contract and the names of all of the Sellers;
 - 4.4.2. The total [sum] of the Transaction Value or to become due to the Seller under the Applicable Contract;
 - 4.4.3. The date(s) when the Transaction Value [sum] [Transaction Value] fall(s) due under the Applicable Contract; and
 - 4.4.4. A breakdown of the total amount of Transaction Value and how the breakdown is calculated, and the Transaction Value and that breakdown.
- 4.5. If within <<insert period>> days of receiving the notice given to it by the Finder of the notice given under Sub-Clause 4.4, the Finder gives notice to the Purchaser, referred to in Sub-Clause 4.5, stating that the Finder requires further evidence of the Transaction Value, the Purchaser will, within <<insert period>> days of receiving the Finder's notice provide a reasonable

- opportunity and fact to inspect an original fully executed copy of the Applicable Contract.
- [4.6] If the Purchaser gives the Finder an original fully executed copy of the Applicable Contract under pursuant to Sub-Clause 3.6, the Purchaser shall be deemed to have accepted the commitment, agreement, obligation or liability incurred by the Finder under on the Purchaser's behalf in accordance with such Applicable Contract.
- 5. Remuneration**
- 5.1. The Introduction Commission payable by the Purchaser pursuant to this Clause 5, shall be payable to the Finder when an Applicable Contract is entered into by the Purchaser and the Finder.
- 5.2. The Introduction Commission payable by the Purchaser shall be the greater sum either:
- 5.2.1. £ <<insert preferred sum>>
- 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. If the invoice is due and, if it is valid and correct, it shall be payable by the Purchaser to the Finder without any deduction, set-off or counterclaim within 14 days of the date of its issue.
- 5.4. The Purchaser will pay the Introduction Commission and any and all [expenses or] costs incurred by the Finder in connection with the Introduction Commission payable by <<insert preferred method(s)>>, to such extent as the Purchaser may nominate.
- 5.5. The amount of the Introduction Commission shall be calculated in accordance with this Agreement shall be chargeable thereon by the Finder. The Introduction Commission shall show the VAT exclusive of the Introduction Commission and, if any VAT is chargeable thereon, the amount chargeable shall be shown separately in addition to the Introduction Commission. The invoice shall not be valid for the purposes of this Agreement unless it is accompanied by a VAT invoice.
- 5.6. If the Purchaser fails to pay the Introduction Commission to the Finder under the Agreement, the Finder shall be entitled to the remedy available to it under the Agreement until payment in full is received by the Finder. The <<insert bank name>> shall bear interest from the due date until payment in full is received by the Finder, at the rate of <<insert percentage>>% above the <<insert bank name>> rate of interest from time to time, both before and after judgment.
- 5.7. Except as may be provided otherwise 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 Introduction Commission 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 Introduction Commission Period of Engagement or until the end of the Introduction Commission Period of Engagement. The fee will be prorated on a daily basis.]
- [5.9] Except to the extent that the Purchaser to be reimbursed by the Finder all out-of-pocket expenses and reasonable incurred by the Finder in connection with the Agreement where it is required to attend the Purchaser's premises or part thereof is shown by the Purchaser to be reimbursed by the Purchaser will reimburse to the Finder all out-of-pocket expenses wholly and reasonably incurred by the Finder in connection with its obligations under this Agreement where it is required to attend the Purchaser's personnel to attend

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the Purchaser, all invoices pursuant to Sub-Clause 7.4 shall be sent direct to the Purchaser in the case of such invoices.

receives for the advertising placed or arranged for any or all such invoices. In the case of such invoices, the Purchaser will pay those

- 7.5. If the Purchaser does not object to the Finder's actions pursuant to Sub-Clause 7.1, but the Finder wishes to increase the number of enquirers, it may, in its own name and on its own account, >> days in advance of doing so, and if within that time, notify the Purchaser. If the Finder accords to the Purchaser against doing so, whether or not the Purchaser objects, the Finder shall details the Finder not

actions pursuant to Sub-Clause 7.1, but the Finder wishes to increase the number of enquirers with the aim of increasing the business, it may do so in its discretion, it shall notify the Purchaser at least << days in advance of advertising that the Finder proposes to do so, and shall not raise any [reasonable] objection. If the Finder accords to the Purchaser against doing so, in its own name, it will indemnify the Purchaser for losses of or arising out of the Finder's actions, whether or not it as above to the Purchaser or otherwise, provided that such action was in accordance with the

8. Anti-Bribery

- 8.1. Both parties shall comply with the provisions of this Agreement and shall ensure that they comply with all applicable anti-bribery provisions of the law.
- 8.2. In particular, neither party shall, directly or indirectly, anything that may, constitute a bribe or an attempt to bribe, or a disproportionate reward or constitute a breach of any applicable obligations.
- 8.3. Each party shall ensure that it has adequate procedures in place to prevent any of its employees or associated persons from bribing another person in order to obtain or retain the conduct of business, for that party shall ensure that its procedures insofar as any action taken by it or its employees or associated persons relate to this Agreement.
- [8.4 The Finder hereby warrants that it complies with its Anti-Bribery Policy, Part 1.]
- [8.5 The Purchaser hereby warrants that it complies with its Anti-Bribery Policy, Part 2.]

respect to the provisions of this Agreement, and shall ensure that they comply with all applicable anti-bribery provisions of the law in accordance with the spirit and intent of the law.

request, agree to receive or accept any bribe or attempt to bribe, or a disproportionate reward or constitute a breach of any applicable obligations of the Bribery Act 2010, or any other applicable law, including, but not limited to, financial incentives and other benefits (including gifts and expenses thereof) designed to induce, or attempt to induce, the party concerned of its employees or associated persons to do so.

procedures are in place to prevent any of its employees or associated persons from bribing another person in order to obtain or retain the conduct of business, for that party shall ensure that its procedures insofar as any action taken by it or its employees or associated persons relate to this Agreement.

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

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

9. Confidentiality

- 9.1. Neither party ("First Party") shall, directly or indirectly, or part with possession of, or disclose, or attempt to disclose, the business, affairs, or confidential information of the other party ("Second Party") or any of its employees or associated persons, or any information made available to the First Party or from any other person or organisation by virtue of the First Party's relationship with the Engagement, and the First Party shall ensure that all such Restricted Information is kept confidential and shall ensure that all such Restricted Information is kept confidential except:
- 9.1.1. as may be required by law or disclosure to any director, officer, employee or agent of the First Party; or
- 9.1.2. as the First Party may be required to disclose to any director, officer, employee or agent of the First Party; or

disclose to any person or organisation, or part with possession of, or disclose, or attempt to disclose, any information of a confidential nature concerning the business, affairs, or confidential information of either the other party or any of its employees or associated persons, or any information made available to the First Party or from any other person or organisation by virtue of the First Party's relationship with the Engagement, and the First Party shall ensure that all such Restricted Information is kept confidential and shall ensure that all such Restricted Information is kept confidential except:

cases of this Agreement for it to use the information to any director, officer, employee or agent of the First Party; or

directed by the Second Party; or

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9.1.3. to any government authority, regulatory body or court of competent jurisdiction;

9.1.4. as required by law;

9.1.5. to the extent necessary to ensure that the information concerned is either at the date of this Agreement or after that date public knowledge through no fault of the First Party, provided that in disclosing that information the First Party does not disclose any part of the information which is not already in the public knowledge.

9.2. Without prejudice to the foregoing, if the First Party is the Finder, it will not use or disclose, or permit the use or disclosure of, any Restricted Information or part with possession of any Restricted Information of a confidential nature, made available to the First Party of or in connection with the Engagement, compensation or otherwise, to any of the following:

9.2.1. the identity of the Seller; or

9.2.2. the business or other interests or suppliers of the Purchaser or any Seller;

9.2.3. any proposed Transaction or other content of any Proposed Transaction.

The Finder will use its best efforts to ensure that all such Restricted Information is kept confidential and the exceptions set out in 9.1.1 – 9.1.5 (but with the exceptions as First Party).

9.3. Information may be disclosed to the Finder for the purposes of this Clause whether it exists or is created, in writing or any other medium, and whether or not the information is intended to be confidential or marked as such.

9.4. The obligations under this Clause shall survive 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 the Finder ("First Party") may use will be collected, processed and stored by the First Party in accordance with the provisions of Data Protection Legislation and the rights under the Data Protection Legislation of the Purchaser or the Seller, as the case may be, either the Purchaser or the Seller, and the rights under the Data Protection Legislation of the First Party.

10.2. For complete details of the collection, processing, storage and retention of personal data, the First Party is limited to, the purpose(s) for which the personal data is used, the First Party's policies for using it, details of the Other Party's and any third party's policies for using it, details of the Other Party's and any third party's policies for data sharing (where applicable) and the First Party should refer to the Privacy Notice of the First Party and the Privacy Notices of each party are attached in Schedule 1.

10.3. [All personal data that the First Party processes on behalf of the Other Party with the Other Party under this Agreement shall be processed in accordance with the terms of the Data Sharing Agreement entered into between the First Party and the Other Party on <<insert date>> pursuant to this Agreement.]

10.4. [All personal data that the First Party processes on behalf of the Other Party shall be processed in accordance with the terms of the Data Sharing Agreement entered into between the First Party and the Other Party on <<insert date>> pursuant to this Agreement.]

Party under this Agreement of the Data Processing date>> pursuant to

used in accordance with the terms and conditions set out in the Data Processing Agreement entered into by the parties on <<insert date>>

11. Liability

Subject to compliance by the Purchaser with the terms of the Data Processing Agreement, except as otherwise expressly provided, the Purchaser shall indemnify the Finder against all expenses which the Finder incurs in defending any proceedings (including costs and expenses which it may incur by reference to this Agreement) in connection with or arising out of the carrying out of those obligations in

accordance with the terms of the Data Processing Agreement, and the Purchaser shall be liable for all costs and expenses (including but not limited to all costs and expenses in defending any proceedings) incurred by the Purchaser in carrying out those obligations in

12. No Waiver

No failure or delay by either party in exercising any right or remedy 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.

No failure or delay by either party in exercising any right or remedy 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.

13. Assignment

This Agreement is personal to the parties and neither party may assign, sub-contract or otherwise transfer its obligations hereunder, or sub-contract or otherwise transfer its obligations hereunder, in any other manner with any third party without the written consent of the other party.

Neither party may assign, sub-contract or otherwise transfer its obligations hereunder, or sub-contract or otherwise transfer its obligations hereunder, in any other manner with any third party without the written consent of the other party.

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 provided in writing by the parties.

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 provided 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 previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter hereof.

15.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and 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.

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15.3. Each party acknowledges that it enters into this Agreement of its own free will, and shall have no claim against the other party for any statement, representation, warranty or other terms implied by statute or common law.

15.3. Each party acknowledges that it enters into this Agreement of its own free will, and shall have no claim against the other party for any statement, representation, warranty or other terms implied by 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 invalid or unenforceable, it shall be deemed to be deleted, and this Agreement shall remain valid and enforceable as to its other provisions and the remainder of the same.

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

17. Notices

Any notice required to be given by either party under this Agreement may be sent by post to the address of the other party as stated in this Agreement or to such other address as that other party may have notified for the purpose of this Agreement. Communications shall be deemed to have been received forty-eight hours after posting. In the event of a change of address, the party shall only be necessary to prove

Any notice required to be given by either party under this Agreement may be sent by post to the address of the other party as stated in this Agreement or to such other address as that other party may have notified for the purpose of this Agreement. Communications shall be deemed to have been received forty-eight hours after posting. In the event of a change of address, the party shall only be necessary to prove

that the communication was
posted in accordance with

pe which was duly addressed and

18. Law and Jurisdiction

18.1. This Agreement shall be governed by the law of England & Wales

construed in accordance with the

18.2. In relation to any dispute arising out of or in connection with this Agreement, each party hereby agrees to submit to the jurisdiction of the courts of England & Wales.

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

SCHEDULE 1

The types of Assets of a Business

The Purchaser requires that a Business engaged in the Business shall acquire in connection with the Engagement shall [comprise][include] the following assets of that Business:

quires in connection with the
which are owned and/or used by

[Goodwill]

[Stocks of goods and materials]

[Plant, tools, machinery and other equipment]

[The benefit (subject to the burden of the business) of the Business completed at the time of sale]

extent that they remain to be

[Registered and unregistered intellectual property]

all descriptions]

[Software, including software licenses]

[Liability of the Seller to discharge the obligations of the Seller to the Purchaser to be excluded) owing to third parties]

than any agreed by Seller and

[Employees employed by the Seller]

business]

[Real and leasehold property]

[Book debts]

[Books and records other than any other assets of the Business]

urchaser to be excluded]

[All rights of the Seller (other than the rights of the Seller against third parties)]

and Purchaser to be excluded)

[Any shares or other securities in a company]

[All cash in hand or at bank and all other assets of the Business]

curities representing them]]

SCHEDULE 2

[Set out here the minimum types of information to be provided to the Purchaser]

be contained in the information
Sub-Clause 3.2.1.]

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 Purchaser's Agreement to the relevant Schedule. See Sub-Clause 8.5]]

IN WITNESS whereof the parties have hereunto set their hands and seal on 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
for and on behalf of <<Insert Company>>

OR

[SIGNED by

<<Insert name of sole trader Purch