THIS FINDER'S FEE Agreement i

BETWEEN:

- <<Insert Finder's name>> registered>> under numbe
 <Insert Registered office business address of Finder
- (2) [<<Insert Company's nan Company is registered> registered office is at <<Ir name>> trading as a sole of <<Insert address of sole</p>

BACKGROUND

- (A) The Purchaser wishes to type of business to be acquired
- (B) The Purchaser wishes to and wish to dispose of a E willing to sell it to the Purch
- (C) The Purchaser wishes to more Sellers of a Busines 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>>

I <<Insert country where Finder is per>> whose registered office is at nsert trading name>> of <<Insert s the "Finder")

ered in <<Insert country where ert 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

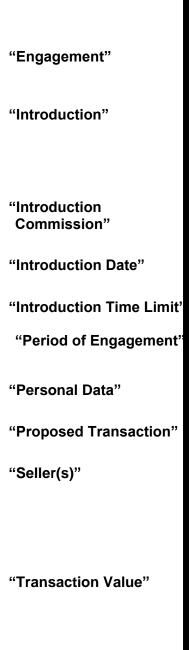
troduce to the Purchaser one or to provide support and advice to acquiring a Business as a going

the Proposed Transaction en the Seller(s) and the ntroduction of any or all of inder where that contract nto within the Introduction urposes of this Agreement, Il be deemed to have been ate on which it is executed ies to it;

types of items listed in

siness 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 onal data" means personal



2. Appointment of Finder

- 2.1. The Purchaser her them to the Purchaser
- 2.2. The Engagement w OR [may] during th



in the Data Protection

hent of the Finder by the d for the purposes of this

n during the Period of Finder to the Purchaser of by this Agreement of any ns "Introduce", "Introduced" Il refer to that Introduction;

sion fee payable by the ter pursuant to Clause 5 of

n which the Finder first I Seller(s) to the Purchaser;

of <<insert period>>, oduction Date;

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

a as defined in the Data

of the Business to the ler(s);

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

any Proposed Transaction, e paid under an Applicable haser [or by any other(s)] to Business, whether paid or r in cash, securities, capital er assets or property, [funding of any activity or en by the Seller], accounts y, work-in-progress, nons, licensing agreements, ulting agreements, or any or fee received by the terms of the Applicable wise to implement the h.

to identify Sellers and Introduce terms of this Agreement.

t is to say the Purchaser [will not] It appoint any other person(s) or company(ies) or an business to the P Purchaser.

- [2.3. Sub-Clause 2.2 sha representative to as or from using any Purchaser procures or other adviser's a for the Purchaser.]
- [2.4. [The Purchaser hell conditions of this Proposed Transact period is shorter: Applicable Contract

3. Finder's Obligations

- 3.1. The Finder will Intro full details thereof ir
 - 3.1.1. The full nam contact if the 3.1.2. Contact deta
 - number(s), e
 - 3.1.3. A detailed d particulars>:
 - [3.1.4. <<insert add
 - [3.1.5. <<insert add
- 3.2. At the Purchaser's
 - 3.2.1. a comprehe [and on the are set out i
 - 3.2.2. such other reasonably assessment
- 3.3. Subject to Sub-Cla any person or entity the Finder will ens engaged by the Pu introducer to the P Finder does not hav
- 3.4. The Finder will act except with the exp any particular Selle permit anything els anyone connected Entity.
- 3.5. For the purpose of t
 - 3.5.1. the Purchas Sellers; or
 - 3.5.2. any other pe













any sellers of all or any of their out any similar function for the

aser from appointing or using any een the Purchaser or any Seller(s) r other adviser provided that the e's or such professional, financial dinated with the Finder's services

, on and subject to the terms and and advise it in relation to the b-Clause 3.11, during whichever gagement or the period until an

haser and will do so by providing , such details to include: ing the name of the Finder's individual person; ding, but not limited to, telephone stal address; [and] , including <<insert required

>>[.][; and]]

>> etc.]

Finder will seek from the Seller(s):

randum on the Seller's Business east those types of information as

and documents, if any, as are naser to carry out [a preliminary usiness].

and dealings with any Seller and ermediary or contact of any Seller, aware that the Finder has been only in the capacity of finder and ellers of a Business and that the onship with the Purchaser.

basis", that is to say it must not, ity of the Purchaser in relation to of any Relevant Entity or do or r indirectly assist any Seller(s) or cover the identity of any Relevant

t Entity" is:

has engaged the Finder to seek

with the Purchaser.

- 3.6. The Finder will not authorised to do s writing, in relation to either have any aut hold itself out as ha
 - 3.6.1. enter into ar
 - 3.6.2. bind the Pu entering into
 - 3.6.3. incur any for
 - 3.6.4. enter into a the Purchas
- 3.7. The Finder will de Engagement and v United Kingdom as subject to receiving
- 3.8. The Finder underta Sellers [and to assist under this Agreement not undertake to the
 - 3.8.1. introduce ar
 - 3.8.2. ensure that successfully
- 3.9. The Finder does no
 - 3.9.1. any obligati achieved or
 - 3.9.2. any respon Proposed Ti
- 3.10. The Finder shall de Sellers, provide the other information, a Finder to provide to all such enquiries [a
- [3.11 The Finder will carr the Purchaser:
 - [3.11.1 assist in the
 - [3.11.2 advise the I Proposed T
 - [3.11.3 provide liais in relation to
 - [3.11.4 keep the P relevant to t
 - [3.11.5 <<insert det







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

hent on behalf of the Purchaser;

vay (including, but not limited to s); or

the Purchaser; or

(pre-contractual or otherwise) on

be reasonably necessary to the the Purchaser and others in the the purpose of the Engagement, rom the Purchaser.

commercial endeavours to find s in relation to which it is engaged cknowledges that the Finder does

er of Sellers to the Purchaser; or

tion is entered into or completed

ccept either:

that a Proposed Transaction is

contract, tort or otherwise, if a don completed for any reason.

nd responses to advertising] from n about the Purchaser, and such me to time directs or permits the urchaser promptly informed about

onal services for and on behalf of

he Proposed Transaction;]

tructure and other aspects of the

etween the Purchaser and Sellers on;]

II developments and discussions Proposed Transaction]; and]

required>>].]

4. Purchaser's Obligations

- 4.1. At the Finder's reas
 - 4.1.1. a descriptio Purchaser w
 - 4.1.2. other inform
 - 4.1.3. other assista

which the Finder co it to carry out the Fi

4.2. *EITHER*

[The Purchaser will all reasonable ende

- 4.2.1 obtain furthe
- 4.2.2 hold discuss
- 4.2.3 enter into a Introduction

OR

[The Purchaser sha

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

However, if the Pu does hold discussion will then use all rea with the relevant Se

- 4.3. Notwithstanding the Purchaser to enter of the Purchaser.
- 4.4. The Purchaser will it entering into an *i* this Sub-Clause 4.4
 - 4.4.1. The date of the Sellers;
 - 4.4.2. The total [su from the Pu
 - 4.4.3. The date(s) due under th
 - 4.4.4. A breakdow Value with a reasonable
- 4.5. If within <<insert period to it by the Purchas the Purchaser, reference further evidence of within <<insert period to the period to th













haser will provide to the Finder:

the type of business that the

hents; and

essary for the purpose of enabling the Engagement.

ction made by the Finder, and use

ry from the relevant Seller(s); th that/those Seller(s); and th the relevant Seller(s) within the

tion to:

y the Finder; or

ry from the relevant Seller(s); or

that/those Seller(s).

follow up on an Introduction and hat/those Seller(s), the Purchaser enter into an Applicable Contract tion Time Limit.]

ise 4.2, nothing shall compel the act that is not in the best interests

g within <<insert period>> days of Purchaser's written notice under g details:

Contract and the names of all of

ue or to become due to the Seller licable Contract;

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 ise 4.4, the Finder gives notice to ..5, stating that the Finder requires saction Value, the Purchaser will er's notice provide a reasonable opportunity and fac copy of the Applicat

[4.6 If the Purchaser giv the Purchaser shall or liability incurred accordance with su

5. **Remuneration**

- 5.1. The Introduction Co this Clause 5, shall Contract is entered
- 5.2. The Introduction Co
 - 5.2.1. £ <<insert a
 - 5.2.2. <<insert per Contract.
- 5.3. An invoice for the any time after the da shall be payable counterclaim within
- 5.4. The Purchaser will all [expenses or] method(s)>>, to suc
- 5.5. The amount of the I Agreement shall be chargeable thereon the VAT exclusive a chargeable thereon separately in addition purposes of this Ag
- 5.6. If the Purchaser fai the Finder under th remedy available to date until payment i the <<insert bank n any judgment.
- 5.7. Except as may Commission shall t within the Introducti Period of Engagem
- [5.8 In consideration of Agreement in addit Finder a retainer fe during whichever p the entering into of basis.]
- [5.9 Except to the ext Purchaser to be ur the Finder all out reasonably incurre Agreement where i

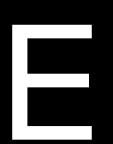












inspect an original fully executed

nder pursuant to Sub-Clause 3.6, ommitment, agreement, obligation nder on the Purchaser's behalf in

accordance with the provisions of to the Finder when an Applicable o it.

ever is the greater sum either:

nsaction Value of the Applicable

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

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

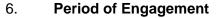
calculated in accordance with this icable Value Added Tax ("VAT") roduction Commission shall show on Commission and, if any VAT is nount chargeable shall be shown he invoice shall not be valid for the as a VAT invoice.

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

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

any services pursuant to this ons, the Purchaser will pay to the $\pounds << >>$ plus any applicable VAT he Period of Engagement or until The fee will be prorated on a daily

r part thereof is shown by the , the Purchaser will reimburse to ubsistence expenses wholly and ring out its obligations under this f the Finder's personnel to attend any location, other out any such obliga



- 6.1. This Agreement is the date appearing continue, subject to
- 6.2. The Purchaser may Agreement forthwith substantial and mat
- 6.3. The Finder may a Agreement forthwit commits any substa
- 6.4. Notwithstanding ar Agreement pursuar relation to payment Introduction Commi Contract is entered Limit. For the avoid shortening or termir
- [6.5 Notwithstanding th Agreement, the Fin retainer fee pursuar
 - 6.5.1 where the P fees shall o that termina
 - 6.5.2 where the f fees shall t termination Applicable Engagemen

7. Advertising, and related

- 7.1. If at any time durin advertise for Seller days full details in v of media, specific p accepting the relev incurred for that adv
- 7.2. The Purchaser will 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













ffices, for the purpose of carrying

date on which it is made, namely uge of this Agreement and it shall iod of Engagement.

he Period of Engagement and this Finder if the Finder commits any ment.

Period of Engagement and this the Purchaser, if the Purchaser ation under this Agreement.

Period of Engagement and this .2 or 6.3, the above obligations in ion shall remain in force such that and payable where an Applicable n, but within the Introduction Time nation shall not have the effect of troduction 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

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

Purchaser instructs the Finder to to the Purchaser within << >> proposal, to include all copy, types contract terms and conditions for 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 Purchaser's

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

e Purchaser, for direct payment by

the Purchaser, all in pursuant to Sub-Cla to be sent direct to invoices.

7.5. If the Purchaser do but the Finder wish number of enquirers in its own name and >> days in advancand if within that tim If the Finder accord the Purchaser agai doing so, whether othe Purchaser obje details the Finder nemetric the fi

8. Anti-Bribery

- 8.1. Both parties shall Agreement and sharti-bribery provisio
- 8.2. In particular, neithe anything that may, constitute a bribe disproportionately la reward or constitut obligations.
- 8.3. Each party shall en associated persons bribing another persobraining or retaining insofar as any actio
- [8.4 The Finder hereby annexed to this Agr
- [8.5 The Purchaser 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 Firs organisation by virte Party will use all Information is kept o except:
 - 9.1.1. as may be or disclose employee or
 - 9.1.2. as the First







eceives for the advertising placed rrange for any or all such invoices case, the Purchaser will pay those

ions pursuant to Sub-Clause 7.1, ers with the aim of increasing the ness, it may do so in its discretion, notifies the Purchaser at least << vertising that the Finder proposes t raise any [reasonable] objection. in its own name, it will indemnify s of or arising out of the Finder's of it as above to the Purchaser or sing was in accordance with the

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

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

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 rsons relate to this Agreement.

ance with its Anti-Bribery Policy, art 1.]

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

be 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 ith 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, he First Party; or

lirected by the Second Party; or

- 9.1.3. to any gove competent ju
- 9.1.4. as required
- 9.1.5. to the exten date of this through no Restricted II Restricted In
- 9.2. Without prejudice to not use or disclose Restricted Informatio made available to Engagement, comp
 - 9.2.1. the identity
 - 9.2.2. the busines or any Selle
 - 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 is whether or not the ir such.
- 9.4. The obligations und of this Agreement a Introduction Time Lir

10. Data Processing

- All personal data the will be collected, proprovisions of Data Protection Legislation Purchaser or the Protection Legislation
- 10.2. For complete detai retention of persona personal data is use Party's and any thi data sharing (when Notice of the First attached in Schedul
- [All personal data t this Agreement sha Sharing Agreement this Agreement.]
- 10.4. [All personal data t













ority, regulatory body or court of

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

the First Party is the Finder, it will ation or part with possession of any ormation of a confidential nature, of or in connection with the

eller; or

ents or suppliers of the Purchaser

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 in writing or any other medium, and ated to be confidential or marked as

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

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

bllection, processing, storage and imited to, the purpose(s) for which es for using it, details of the Other w to exercise them and personal Party should refer to the Privacy rivacy Notices of each party are

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

Party under this Ag of the Data Proces date>> pursuant to

11. Liability

Subject to compliance by except as otherwise exp indemnify the Finder again expenses which the Find which it may incur by r accordance with this Agree

12. No Waiver

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

13. Assignment

This Agreement is persona other party neither party n hereunder, or sub-contract of in any other manner with an

14. Relationship

Nothing in this Agreement i relationship between the pa may be otherwise expressly

15. Entire Agreement etc

- This Agreement c supersedes and ex warranties, represe written or oral, relat
- 15.2. This Agreement ma by the duly authorise
- 15.3. Each party acknowl on, and shall have assurance or warra out in this Agreeme statute or common li

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 of post to the address of the address as that other party Clause. Communications s eight hours after posting. Ir sed in accordance with the terms d into by the parties on <<insert

ations under this Agreement, and Agreement, the Purchaser shall g but not limited to all costs and r in defending any proceedings) arrying out those obligations in

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 of its obligations hereunder, or deal ns under this Agreement.

deemed to, create an employment or joint venture or agency except as or agreed in writing by the parties.

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

by an instrument in writing, signed

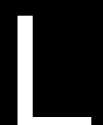
to this Agreement, it does not rely of, any statement, representation, ently or negligently) that is not set arranties or other terms implied by est extent permitted by law.

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 fortyit shall only be necessary to prove

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that the communication wa posted in accordance with

- 18. Law and Jurisdiction
 - 18.1. This Agreement sh law of England & W
 - 18.2. In relation to any l arising out of or in to submit to the [no

[SCHEDULE 1

The types of Assets of a Busine

The Purchaser requires that a Engagement shall [comprise][incluthat Business:

[Goodwill]

[Stocks of goods and materials]

[Plant, tools, machinery and other

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

[Registered and unregistered intel

[Software, including software licen

[Liability of the Seller to discha Purchaser to be excluded) owing t

[Employees employed by the Selle

[Real and leasehold property]

[Book debts]

[Books and records other than any

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

[Any shares or other securities in a

[All cash in hand or at bank and al

SCHEDULE 2

[Set out here the minimum ty memorandum to be provided to th S









pe which was duly addressed and

construed in accordance with the

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

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

ktent that they remain to be

all descriptions]

than any agreed by Seller and

siness]

rchaser to be excluded]

Purchaser to be excluded)

ecurities representing them]]

be contained in the information Sub-Clause 3.2.1.]

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SCHEDULE 3 [Attach the respective Privacy Not

[SCHEDULE 4 [Part 1 – Attach copy of Finder's A [Part 2 - Attach copy of Purchaser

IN WITNESS whereof the parties written.

EITHER

[SIGNED by
< <insert for<="" name="" of="" person="" signing="" td=""></insert>
for and on behalf of < <insert finde<="" td=""></insert>
OR
[SIGNED by
< <insert finde<="" name="" of="" sole="" td="" trader=""></insert>

EITHER

[SIGNED by <<Insert name of person signing for for and on behalf of <<Insert Comp OR [SIGNED by

<<Insert name of sole trader Purch

See Clause 10].

ub-Clause 8.4] e Sub-Clause 8.5]]

ement the day and year first above

pany>>