

THIS FINDER'S FEE Agreement is made
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")

registered 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,
concern 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
between the Seller(s) and the
introduction of any or all of
Finder where that contract
into within the Introduction
purposes of this Agreement,
will be deemed to have been
date on which it is executed
relates to it;

types of items listed in

business undertaking owned
Seller(s) all of which is to
Purchaser as a going concern
the Assets;

and until EU Regulation
Data Protection Regulation
is directly applicable in the
any national implementing
and secondary legislation (as
to time), in the UK and
legislation which succeeds
personal 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 introduce and present to the Purchaser any potential business opportunity that may arise during the Period of Engagement.
- 2.2. The Engagement will be terminated if the Finder fails to introduce any potential business opportunity to the Purchaser within the Period of Engagement OR [may] during the Period of Engagement.

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

on during the Period of
Finder to the Purchaser of
d by this Agreement of any
ns “Introduce”, “Introduced”
ll refer to that Introduction;

sion fee payable by the
der pursuant to Clause 5 of

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

of <<insert period>>,
roduction Date;

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

a as defined in the Data
;

of the Business to the
er(s);

s), company(ies) or other
ed by the Finder to the
to time as being potential
business in a Proposed
the context permits, where
licable 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, non-
s, licensing agreements,
ulting agreements, or any
or fee received by the
terms of the Applicable
wise to implement the
n.

to identify Sellers and Introduce
e terms of this Agreement.

it is to say the Purchaser [will not]
nt 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 exercise of its functions or from using any other adviser provided that the Purchaser procures the representative's or such professional, financial or other adviser's assistance 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 which period is shorter: the period of the Finder's engagement 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 3.11, the Finder shall ensure that any person or entity who has been engaged by the Purchaser to introduce the Seller(s) to the Purchaser is aware that the Finder has been engaged by the Purchaser only in the capacity of finder and not as an agent, intermediary or contact of any Seller, and that the Seller(s) is/are not a Seller(s) of a Business and that the relationship with the Purchaser is a "finder relationship".
- 3.4. The Finder will act in the best interests of the Purchaser on a "non-exclusive basis", that is to say it must not, for the benefit of the Purchaser in relation to the Proposed Transaction, do or indirectly assist any Seller(s) or any Relevant Entity or do or indirectly assist any Seller(s) or Relevant Entity 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 entity which has engaged the Finder to seek Sellers; or
- 3.5.2. any other person or entity which has a relationship with the Purchaser.

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|---|---|---|
| <p>3.6. The Finder will not be authorised to do so in writing, in relation to 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>3.6. The Finder will not be authorised to do so in writing, in relation to either have any authority or hold itself out as having authority to do so.</p> | <p>3.6. The Finder will not be authorised to do so in writing, in relation to either have any authority or hold itself out as having authority to do so.</p> |
| <p>3.7. The Finder will deliver the Engagement and will be subject to receiving instructions from the Purchaser.</p> | <p>3.7. The Finder will deliver the Engagement and will be subject to receiving instructions from the Purchaser.</p> | <p>3.7. The Finder will deliver the Engagement and will be subject to receiving instructions from the Purchaser.</p> |
| <p>3.8. The Finder undertakes to find Sellers [and to assist Sellers in relation to which it is engaged under this Agreement] and to assist Sellers in relation to which it is engaged under this Agreement. The Finder does not undertake to the Purchaser to:</p> <p>3.8.1. introduce any Seller to the Purchaser; or</p> <p>3.8.2. ensure that any transaction is entered into or completed successfully.</p> | <p>3.8. The Finder undertakes to find Sellers [and to assist Sellers in relation to which it is engaged under this Agreement] and to assist Sellers in relation to which it is engaged under this Agreement. The Finder does not undertake to the Purchaser to:</p> | <p>3.8. The Finder undertakes to find Sellers [and to assist Sellers in relation to which it is engaged under this Agreement] and to assist Sellers in relation to which it is engaged under this Agreement. The Finder does not undertake to the Purchaser to:</p> |
| <p>3.9. The Finder does not undertake to the Purchaser to:</p> <p>3.9.1. any obligation to achieve or complete any transaction;</p> <p>3.9.2. any responsibility for any loss or damage caused by the Proposed Transaction.</p> | <p>3.9. The Finder does not undertake to the Purchaser to:</p> | <p>3.9. The Finder does not undertake to the Purchaser to:</p> |
| <p>3.10. The Finder shall deliver to the Purchaser, and responses to advertising] from the Purchaser, and such information about the Purchaser, and such information to time directs or permits the Purchaser promptly informed about the Proposed Transaction.</p> | <p>3.10. The Finder shall deliver to the Purchaser, and responses to advertising] from the Purchaser, and such information about the Purchaser, and such information to time directs or permits the Purchaser promptly informed about the Proposed Transaction.</p> | <p>3.10. The Finder shall deliver to the Purchaser, and responses to advertising] from the Purchaser, and such information about the Purchaser, and such information to time directs or permits the Purchaser promptly informed about the Proposed Transaction.</p> |
| <p>[3.11 The Finder will carry out the following services for and on behalf of the Purchaser:</p> <p>[3.11.1 assist in the completion 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]; and</p> <p>[3.11.5 <<insert details of any other services required>>].]</p> | <p>[3.11 The Finder will carry out the following services for and on behalf of the Purchaser:</p> | <p>[3.11 The Finder will carry out the following services for and on behalf of the Purchaser:</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:
- 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:
- 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 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 it 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 Contract and the names of all of the Sellers;
 - 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) [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 receipt by the Finder of the notice given under this 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 receipt by the Finder of the notice, provide a reasonable

- opportunity and facilities to inspect an original fully executed copy of the Application.
- [4.6] If the Purchaser gives the Finder the opportunity to inspect an original fully executed copy of the Application, the Purchaser shall indemnify the Finder for any loss or liability incurred by the Finder in connection with its inspection of the Application in accordance with sub-Clause 3.6.
- 5. Remuneration**
- 5.1. The Introduction Commission payable to the Finder pursuant to this Clause 5, shall be payable to the Finder when an Applicable Contract is entered into by the Finder.
- 5.2. The Introduction Commission payable to the Finder 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 shall 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 Purchaser to the Finder without any deduction, set-off or counterclaim within 15 days of the date of its issue.
- 5.4. The Purchaser will reimburse the Finder for all [expenses or] costs incurred by the Finder in connection with the Introduction Commission and any and all taxes 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 and shall be chargeable thereon by the Finder. 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 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 base rate of the Bank of England from time to time, both before and after judgment.
- 5.7. Except as may be 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 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 Purchaser 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 for all out-of-pocket expenses and reasonable incurred by the Finder in connection with its obligations under this Agreement where it is required to attend the Finder's personnel to attend

any location, other
out any such obliga

offices, for the purpose of carrying

6. Period of Engagement

6.1. This Agreement is
the date appearing
continue, subject to

the date on which it is made, namely
the date of this Agreement and it shall
the Period of Engagement.

6.2. The Purchaser may
Agreement forthwith
substantial and mat

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

6.3. The Finder may at
Agreement forthwith
commits any substa

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

6.4. Notwithstanding an
Agreement pursuant
relation to payment
Introduction Commi
Contract is entered
Limit. For the avoid
shortening or termin

the Period of Engagement and this
Sub-Clause 6.2 or 6.3, the above obligations in
the Finder shall remain in force such that
the Finder shall be entitled to payment of the monthly
finder's fee and payable where an Applicable
Introduction Time Limit. For the avoidance of doubt, the
Introduction Time Limit shall not have the effect of
shortening or terminating the Introduction Time Limit.

[6.5 Notwithstanding the
Agreement, the Fin
retainer fee pursua

the Period of Engagement and this
the Finder is entitled to payment of the monthly

6.5.1 where the P
fees shall o
that termina

pursuant to Sub-Clause 6.2, but those
the Finder shall be entitled to payment of the monthly
finder's fee (pro rata) up to the date of

6.5.2 where the P
fees shall b
termination
Applicable
Engagemen

pursuant to Sub-Clause 6.3, and those
the Finder shall be entitled to payment of the monthly
finder's fee not only up until the date of that
termination, but also up to the date of whichever first occurs, either an
Introduction Time Limit or the end of the Period of

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

the Purchaser instructs the Finder to
the Purchaser within << >>
the Finder's proposal, to include all copy, types
the Finder's contract terms and conditions for
the Finder's costs and expenses that will be
the Finder is placed.

7.2. The Purchaser will
confirm in writing w
extent to which it w
any advertising, the
with the Finder's
confirmation.

the Finder's said proposal,
the Finder with it or any part/s of it and the
the Finder's terms that it wishes to proceed with
the Finder's relevant advertising in accordance
the Finder's the extent of the Purchaser's

7.3. The Finder will, an
behalf of and in the
Except as permitted
that advertising ei
advertising or incur

the Finder's advertising in third party media on
the Finder's behalf and as the agent of the Purchaser.
the Finder's The Finder will not in relation to any of
the Finder's name into any commitment for
the Finder's liability.

7.4. The Finder will eithe

the Finder's the Purchaser, for direct payment by

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the Purchaser, all invoices pursuant to Sub-Clause 7.1 shall be sent direct to the Purchaser and the Finder shall receive no payment for those invoices.

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

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- 7.5. If the Purchaser does not place any advertising but the Finder wishes to place advertising in order to increase the number of enquiries, the Finder may, in its own name and on its own account, place advertising >> days in advance of the date of the purchase and if within that time period. If the Finder accords to the Purchaser again, in doing so, whether or not, the Purchaser objects, the Finder shall detail the Finder's name and address in the advertising.

provisions pursuant to Sub-Clause 7.1, the Finder shall place advertising with the aim of increasing the number of enquiries. In its own name, it may do so in its discretion, but it shall notify the Purchaser at least << days in advance of the date of the advertising that the Finder proposes to place advertising and shall not raise any [reasonable] objection. If the Finder accords to the Purchaser again, in its own name, it will indemnify the Purchaser for all costs of or arising out of the Finder's actions in doing so, whether or not it as above to the Purchaser or not, if the advertising was in accordance with the provisions pursuant to Sub-Clause 7.1.

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.
- 8.2. In particular, neither party shall, directly or indirectly, constitute a bribe, offer, promise, or reward or constitute an obligation to do so, in connection with the performance of its obligations under this Agreement.
- 8.3. Each party shall ensure that its procedures are in place to prevent any associated persons from bribing another person in order to obtain or retain the conduct of business, for that party insofar as any action or omission by the party concerned of its 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.

request, agree to receive or accept any bribe, offer, promise, or reward (including, without limitation, financial incentives and benefits thereof) designed to induce, or to influence, the party concerned of its associated persons to do so.

procedures are in place to prevent any associated persons from bribing another person in order to obtain or retain the conduct of business, for that party insofar as any action or omission by the party concerned of its 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") nor any part with possession or control of the business, affairs, or activities of the First Party ("Second Party") nor any part with possession or control of the business, affairs, or activities of the Second Party will use all or any part of the Restricted Information is kept confidential except:
- 9.1.1. as may be required by law or disclosure to any director, officer, or employee of the First Party;
- 9.1.2. as the First Party may be required to disclose to any director, officer, or employee of the First Party;

disclose to any person or organisation, in whole or in part, any information of a confidential nature concerning the business, affairs, or activities of either the other party or its associated persons ("Restricted Information") which is made available to the First Party or from any other person or organisation in connection with the Engagement, and the First Party shall ensure that all such Restricted Information shall apply to the First Party and the Second Party.

provisions of this Agreement for it to use the Restricted Information to any director, officer, or employee of the First Party; or

disclosure 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 after that date public knowledge is obtained, provided that in disclosing that information the First Party does not disclose any part of the Restricted Information that is not already in the public knowledge.
- 9.2. Without prejudice to the above, if the First Party is the Finder, it will not use or disclose the 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 of the Seller; or
- 9.2.1. the identity of the Seller;
- 9.2.2. the business of the Seller or any Seller;
- 9.2.3. any proposed Transaction or the other content of any Proposed Transaction;
- The Finder will use the Restricted Information to ensure that all such Restricted Information is kept confidential and the exceptions set out in 9.1 – 9.1.5 (but with the exceptions as First Party).
- 9.3. Information may be disclosed 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 Agreement shall survive at all times during the continuance of this Agreement and for **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 Other Party, as the case may be, either the Purchaser or the Other Party and the rights under the Data Protection Legislation of the Other Party.
- 10.2. For complete details of the collection, processing, storage and retention of personal data is used, limited to, the purpose(s) for which personal data is used, 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 sharing it, details of the Other Party's and any third party's policies for data sharing (where applicable) and how to exercise them and personal data sharing (where applicable) the First Party should refer to the Privacy Policy and Privacy Notices of each party are attached in Schedule 1.
- 10.3. [All personal data that the First Party with the Other Party under this Agreement shall be processed in accordance with the terms of the Data Sharing Agreement entered into on <<insert date>> pursuant to this Agreement.]
- 10.4. [All personal data that the First Party on behalf of the Other Party shall be processed in accordance with the terms of the Data Sharing Agreement entered into on <<insert date>> pursuant to this Agreement.]

used in accordance with the terms
and into by the parties on <<insert

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tations 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

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

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cept with the written consent of the mortgage or charge any of its rights of its obligations hereunder, or deal in any manner with the same, or its assets under this Agreement.

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

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ement between the parties and agreements, promises, assurances, findings between them, whether

by an instrument in writing, signed by the parties.

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

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

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er this Agreement may be sent by
in this Agreement or to such other
ave notified for the purpose of this
emed to have been received forty-
it 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 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 sale 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 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]

urchaser to be excluded]

[All rights of the Seller (other than any other assets) 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]

curities representing them]]

SCHEDULE 2

[Set out here the minimum type 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]

[See Clause 10].

[SCHEDULE 4

[Part 1 – Attach copy of Finder's Agreement]

[Sub-Clause 8.4]

[Part 2 - Attach copy of Purchaser's Agreement]

[Sub-Clause 8.5]]

IN WITNESS whereof the parties have signed and written.

on the day and year first above

EITHER

[SIGNED by

<<Insert name of person signing 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 and on behalf of <<Insert Comp

pany>>

OR

[SIGNED by

<<Insert name of sole trader Purch