

**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  
defined below).
- (B) The Purchaser wishes to  
and wish to dispose by w  
willing to sell their Shares t
- (C) The Purchaser wishes to  
owner(s) of Shares of a  
Purchaser in connection  
Seller(s)].

**IT IS HEREBY AGREED:**

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

**"Company"**

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

efined below) of a Company (as

s who own Shares of a Company  
s in that Company and would be

introduce to the Purchaser the  
vide support and advice to the  
quiring those Shares from such

r the Proposed Transaction  
en the Seller(s) and the  
appropriate, the Company)  
of any or all of the Sellers  
e that contract has been  
ne Introduction Time Limit.  
f this Agreement, the said  
med to have been entered  
hich it is executed by all of

engaged in the business of  
ty of type of business to be  
shares are to be sold to the

e legislation in force from  
nited Kingdom applicable to  
privacy including, but not  
DPR (the retained EU law  
General Data Protection  
16/679), as it forms part of  
and Wales, Scotland, and  
virtue of section 3 of the  
(Withdrawal) Act 2018); the

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2018 (and regulations made  
the Privacy and Electronic  
Regulations 2003 as  
onal data" means personal  
in the Data Protection

**"Engagement"**

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

**"Introduction"**

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

**"Introduction  
Commission"**

ision fee payable by the  
der pursuant to Clause 5 of

**"Introduction Date"**

n which the Finder first  
potential Seller(s) to the

**"Introduction Time Limit"**

d of <<insert period>>,  
roduction Date;

**"Period of Engagement"**

d of <<insert period>>  
date of this Agreement;

**"Proposed Transaction"**

the Shares of a Company to  
Seller(s);

**"Seller(s)"**

s), company(ies) or other  
ed by the Finder to the  
to time as being potential  
shares of a Company in a  
on, and as the context  
y enter into an Applicable

**"Shares"**

majority][at least [51%][75%]  
aid] ordinary [and [all] other]  
y held by the Sellers; and

**"Transaction Value"**

any Proposed Transaction,  
e paid under an Applicable  
haser [or by any other(s)] to  
e Shares of the Company  
or payable, and whether in  
capital stock, equity, other  
any other consideration or  
Seller(s) under the terms of  
contract or otherwise to  
sed Transaction.

## 2. Appointment of Finder

2.1. The Purchaser hereby

to identify Sellers and Introduce

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- them to the Purchaser on the terms of this Agreement.
- 2.2. The Engagement will be on an **EX-GRATIA** basis, that is to say the Purchaser [will not] [may] during the term of the Engagement appoint any other person(s) or company(ies) or any other person(s) or company(ies) to carry out any similar function for the Purchaser.
- [2.3. Sub-Clause 2.2 shall not prevent the Purchaser from appointing or using any representative to assist it in carrying out the Engagement or from using any other adviser provided that the Purchaser procures that the representative or other adviser's activities are not coordinated with the Finder's services for the Purchaser.]
- [2.4. [The Purchaser hereby agrees to indemnify the Finder, on and subject to the terms and conditions of this Agreement, for the costs and advise it in relation to the Proposed Transaction in accordance with Sub-Clause 3.11, during whichever period is shorter: the period of the 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 full details thereof in writing, such details to include:
- 3.1.1. The full name and contact details of the Finder, including the name of the Finder's individual person;
- 3.1.2. Contact details, including but not limited to, telephone number(s), e-mail address(es) and postal address; [and]
- 3.1.3. A detailed description of the Transaction, including <<insert required particulars>> [and]
- [3.1.4. <<insert address>> [and]]
- [3.1.5. <<insert address>> 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 Company [and on the types of information as are set out in Schedule 1];
- 3.2.2. such other information and documents, if any, as are reasonably required by the Purchaser to carry out [a preliminary assessment of the Company].
- 3.3. Subject to Sub-Clause 3.4, the Finder shall not, and shall ensure that any person or entity acting on its behalf or as intermediary or contact of any Seller, does not, in any way, make any person or entity aware that the Finder has been engaged by the Purchaser, or that the Finder is only in the capacity of finder and introducer to the Purchaser, or that the Finder is not a Seller of their Shares in a Company or that the Finder has any other form of relationship with the Purchaser.
- 3.4. The Finder will act on an **EX-GRATIA** basis, that is to say it must not, except with the express written permission of the Purchaser in relation to any particular Seller, discover the identity of any Relevant Entity or do or permit anything else which might indirectly assist any Seller(s) or any other person(s) or company(ies) to discover the identity of any Relevant Entity.

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- [illegible]

- [3.11.5 <<insert details>> required>>].]
- 3.12. Where the Purchaser (either generally or in a specific context) together with the Sellers of Shares in the Company (or they may or shall (as the case may be) communicate with the Sellers of Shares in the Company) reasonably necessary to promote the purposes of this Agreement.
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 of a Company to be acquired; and
  - 4.1.2. other information necessary for the purpose of enabling the Finder to carry out the Engagement;
  - 4.1.3. other assistance 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 necessary, from the relevant Seller(s) and the Company;
  - 4.2.2 hold discussions with, as necessary, that/those Seller(s) and the Company;
  - 4.2.3 enter into an agreement with the relevant Seller(s) (and, if and where appropriate, the Company) 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 necessary from the relevant Seller(s) or the Company;
  - 4.2.3 hold discussions with that/those Seller(s) or, where appropriate, the Company;
- However, if the Purchaser does hold discussions with that/those Seller(s) (and, where appropriate, the Company), the Purchaser will then use all reasonable endeavours to enter into an agreement with the relevant Seller(s) (and, where appropriate, the Company) within the Introduction Time Limit.]
- 4.3. Notwithstanding the above, the Purchaser shall not be compelled to enter into an agreement with the relevant Seller(s) (and, where appropriate, the Company) if that is not in the best interests of the Purchaser.
- 4.4. The Purchaser will, within <<insert period>> days of receiving the Purchaser'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] due or to become due to the

- Seller(s) from the Applicable Contract;
- 4.4.3. The date(s) at [sum] [Transaction Value] fall(s) due under the and
- 4.4.4. A breakdown of the total amount of Transaction Value with a the breakdown is calculated, and reasonable amount and that breakdown.
- 4.5. If within <<insert period>> to it by the Purchaser, the Purchaser, referred to in 4.5, stating that the Finder requires further evidence of the Transaction Value, the Purchaser will within <<insert period>> the Finder's notice provide a reasonable opportunity and facilities for the Finder to inspect an original fully executed copy of the Applicable Contract.
- [4.6] If the Purchaser gives notice to the Finder pursuant to Sub-Clause 3.6, the Purchaser shall be deemed to have committed, agreement, obligation or liability incurred by the Finder on the Purchaser's behalf in accordance with sub-Clause 4.5.
5. **Remuneration**
- 5.1. The Introduction Commission payable to the Finder in accordance with the provisions of this Clause 5, shall be payable to the Finder when an Applicable Contract is entered into.
- 5.2. The Introduction Commission shall be the greater sum either:
- 5.2.1. £ <<insert amount>>
- 5.2.2. <<insert percentage>> of the Transaction Value of the Applicable Contract.
- 5.3. An invoice for the Introduction Commission may be issued by the Finder at any time after the date of the Applicable Contract and, if it is valid and correct, it shall be payable to the Finder without any deduction, set-off or counterclaim within 30 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 payable by <<insert preferred method(s)>>, to such bank account as the Finder may nominate.
- 5.5. The amount of the Introduction Commission shall be calculated in accordance with this Agreement shall be the Introduction Commission less any applicable Value Added Tax ("VAT") chargeable thereon. 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 remedy available to the Finder, the Finder shall bear interest from the due date until payment in full at the rate of <<insert percentage>>% above the <<insert bank rate>> from time to time, both before and after judgment.
- 5.7. Except as may be provided in this Agreement, Introduction Commission shall be payable to the Finder when an Applicable Contract is entered into or not it expires after the end of the



- 7.2. The Purchaser will confirm in writing with the Finder the extent to which it wishes to proceed with any advertising, taking into account the extent of the Purchaser's confirmation.
- 7.3. The Finder will, on behalf of and in the name of the Purchaser. Except as permitted by the Finder, the Finder will not in relation to any of its name into any commitment for liability.
- 7.4. The Finder will either on behalf of the Purchaser, for direct payment by the Purchaser, all invoices received for the advertising placed pursuant to Sub-Clause 7.1, or the Purchaser will arrange for any or all such invoices to be sent direct to the Purchaser. In either case, the Purchaser will pay those invoices.
- 7.5. If the Purchaser does not wish to proceed with the advertising but the Finder wishes to continue with the advertising with the aim of increasing the number of enquiries for the Shares in a Company, it may do so in its discretion. The Purchaser at least once a month will provide the Finder with details of the advertising that it has placed. If the Purchaser does not raise any objections to the advertising, the Purchaser will not be liable for any costs or liabilities of or arising out of the advertising. If the Purchaser objects to it or the advertising was not notified details of it as set out in Sub-Clause 7.1, the Purchaser will be liable for the costs of the advertising.
8. **Anti-Bribery**
- 8.1. Both parties shall comply with the provisions of this Agreement and shall be bound by the anti-bribery provisions of the Bribery Act 2010.
- 8.2. In particular, neither party shall, directly or indirectly, request, agree to receive or accept, or offer, promise or provide, any gifts, financial incentives and other benefits (including but not limited to, financial incentives and other benefits thereof) designed to induce, or intended to be received by the party concerned of its obligations.
- 8.3. Each party shall ensure that appropriate procedures are in place to prevent any of its associated persons (as defined in section 8 of the Bribery Act 2010) from bribing another person in order to obtain or retain business or a business opportunity, or conduct of business, for that party or any of its associated persons relate to this Agreement.
- [8.4. The Finder hereby declares that it is in compliance with its Anti-Bribery Policy, Part 1.]
- [8.5. The Purchaser hereby declares that it is in compliance with its Anti-Bribery Policy, Part 2.]
9. **Confidentiality**
- 9.1. Neither party ("First Party") shall disclose to any person or organisation, in whole or in part with possession, control or custody of a confidential nature concerning the business, affairs or activities of either party, any confidential information or suppliers of either the other party.



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("Second Party") or made available to the First Party or any other person or organisation by virtue of the Engagement, and the First Party will use all reasonable endeavours to ensure that all such Restricted Information is kept confidential. This obligation shall apply to the First Party except:

- 9.1.1. as may be required by law or disclosure to any director, officer, employee or agent of the First Party;
- 9.1.2. as the First Party is directed by the Second Party; or
- 9.1.3. to any government authority, regulatory body or court of competent jurisdiction;
- 9.1.4. as required by any applicable law;
- 9.1.5. to the extent that the Restricted Information is or becomes public knowledge after that date, provided that in disclosing that information the First Party does not disclose any part of the Restricted Information that was 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 made available to it by the Second Party in connection with the Engagement, comprising:

- 9.2.1. the identity of the Seller or Seller's Company; or
- 9.2.2. the business of the Seller or any Seller's Company; or
- 9.2.3. any proposed Transaction.

The Finder will use all reasonable endeavours to ensure that all such Restricted Information is kept confidential. This obligation shall apply to the Finder with 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 Clause shall continue at all times during the continuance of this Agreement and for a period of **OR** [years] after the expiry of the Introduction Time Limit.

## 10. Data Processing

10.1. All personal data that the First Party ("First Party") may use will be collected, processed, stored and disclosed in accordance with the provisions of Data Protection Legislation and the rights under the Data Protection Legislation, as the case may be, either the Seller or the Purchaser or the First Party and the rights under the Data Protection Legislation.

10.2. For complete details of the collection, processing, storage and retention of personal data, please refer to the limited to, the purpose(s) for which

Restricted Information") which is made available to the First Party or from any other person or organisation by virtue of the Engagement, and the First Party will use all reasonable endeavours to ensure that all such Restricted Information is kept confidential. This obligation shall apply to the First Party 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 is directed by the Second Party; or

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

information concerned is either at the time of disclosure or becomes public knowledge after that date, provided that in disclosing that information the First Party does not disclose any part of the Restricted Information that was not already in the public knowledge.

If the First Party is the Finder, it will not use or disclose the Restricted Information made available to it by the Second Party in connection with the Engagement, comprising:

9.2.1. the identity of the Seller or Seller's Company; or

9.2.2. the business of the Seller or any Seller's Company; or

9.2.3. any proposed Transaction.

The Finder will use all reasonable endeavours to ensure that all such Restricted Information is kept confidential. This obligation shall apply to the Finder with 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.

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the Finder ("First Party") may use the Restricted Information made available to the First Party in accordance with the provisions of Data Protection Legislation and the rights under the Data Protection Legislation, as the case may be, either the Seller or the Purchaser or the First Party and the rights under the Data Protection Legislation.

10.2. For complete details of the collection, processing, storage and retention of personal data, please refer to the limited to, the purpose(s) for which

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personal data is used for the First Party's and any third party's data sharing (where applicable) in accordance with the Notice of the First Party's Privacy Policy attached in Schedule 1.

for using it, details of the Other Party's and any third party's data sharing (where applicable) in accordance with the Notice of the Other Party's Privacy Policy attached in Schedule 1.

10.3 [All personal data transferred under this Agreement shall be subject to the Data Processing and Sharing Agreement attached in Schedule 1 to this Agreement.]

10.3 The First Party shall transfer personal data to the Other Party with the Other Party under the terms of the Data Processing and Sharing Agreement attached in Schedule 1 to this Agreement on <<insert date>> pursuant to the terms of the Data Processing and Sharing Agreement attached in Schedule 1 to this Agreement.

10.4 [All personal data transferred under this Agreement shall be subject to the Data Processing and Sharing Agreement attached in Schedule 1 to this Agreement on <<insert date>> pursuant to the terms of the Data Processing and Sharing Agreement attached in Schedule 1 to this Agreement.]

10.4 The First Party shall transfer personal data to the Other Party on behalf of the Other Party in accordance with the terms of the Data Processing and Sharing Agreement attached in Schedule 1 to this Agreement on <<insert date>> pursuant to the terms of the Data Processing and Sharing Agreement attached in Schedule 1 to this Agreement.

## 11. Liability

Subject to compliance by the First Party with the terms of the Data Processing and Sharing Agreement attached in Schedule 1 to this Agreement, except as otherwise expressly provided, the First Party shall indemnify the Finder against all expenses which the Finder may incur by reason of or in connection with the performance of its obligations under this Agreement in accordance with this Agreement.

Subject to compliance by the Other Party with the terms of the Data Processing and Sharing Agreement attached in Schedule 1 to this Agreement, except as otherwise expressly provided, the Other Party shall indemnify the Purchaser against all expenses which the Purchaser may incur by reason of or in connection with the performance of its obligations under this Agreement in accordance with this Agreement.

## 12. No Waiver

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

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

## 13. Assignment

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

This Agreement is personal to the Other Party and neither party may assign, sub-contract or otherwise transfer its obligations under this Agreement 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 expressly agreed 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 expressly agreed in writing by the parties.

## 15. Entire Agreement etc

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

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15.2. This Agreement may be amended or modified only by an instrument in writing, signed by the duly authorised representatives of both parties.

15.2. This Agreement may be amended or modified only by an instrument in writing, signed by the duly authorised representatives of both parties.

15.3. Each party acknowledges that it enters into this Agreement on, and shall have no reliance on, and shall have no assurance or warranty made out in this Agreement or by statute or common law.

15.3. Each party acknowledges that it enters into this Agreement, it does not rely on, and shall have no reliance on, and shall have no assurance or warranty made out in this Agreement or by statute or common law.

16. **Severance**

If any provision or part of a provision is held by any court or other competent authority to be 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 provision.

17. **Notices**

Any notice required to be given by post to the address of the other party shall be deemed to have been received forty-eight hours after posting. It shall only be necessary to prove that the communication was posted in accordance with the above.

18. **Law and Jurisdiction**

18.1 This Agreement shall be construed in accordance with the laws of England & Wales.

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

**[SCHEDULE 1]**

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

*[See Sub-Clause 3.2.1.]*

**SCHEDULE 2**

*[Attach the respective Privacy Notices]*

*[See Clause 10].*

**[SCHEDULE 3]**

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

*[See Sub-Clause 8.4]*

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

*[See Sub-Clause 8.5]]*

**IN WITNESS** whereof the parties have signed this Agreement the day and year first above written.

**EITHER**

[SIGNED by .....]

<<Insert name of person signing for and on behalf of <<Insert Finder's name>>

**OR**

[SIGNED by .....]

<<Insert name of sole trader Finder's name>>

**EITHER**

[SIGNED by .....

<<Insert name of person signing for and on behalf of <<Insert Company>>

**OR**

[SIGNED by .....

<<Insert name of sole trader Purchaser>>

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