This TERMS OF ENGAGEMENT

Between:

- (1) <<Insert Company name Operator is registered>> registered office is at <<In the "Company")
- (2) <<Insert Contractor's nar Contractor is registered>> whose registered office is known as the "Operator")

Introduction

- (A) The Company has develop
- (B) The Contractor has been Company and otherwise Company.

It is hereby Agreed:

1. Interpretation

1.1 In this Agreement:-

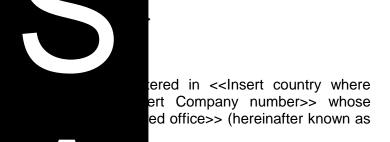
"the Engagement"

"the Period of the Engagement"

"Nominated Partici

"Proposed Transa

Transaction Value



tered in <<Insert country where Contractor's Company number>> Registered office>> (hereinafter

("the Business").

nvestors to acquire shares in the nvestment and support for the

gagement of the Contractor by under this Agreement;

riod of this Agreement subject to ted as provided herein;

ors notified by the Contractor to from time to time as being participants in Proposed

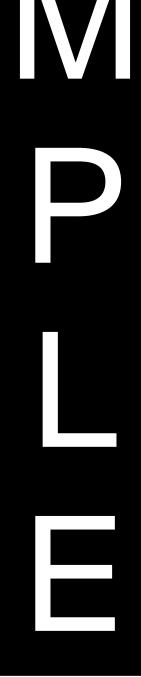
the following transactions:-

re of shares or other securities of pany to Nominated Participants;

entures and similar participation ments between the Company ninated Participants;

ents for the application or use of ems and intellectual property of pany by Nominated Participants;

ion to any Proposed Transaction nt (whether in cash or otherwise) nd/or paid by the Nominated



Participant (or any financial institution supporting the Nominated Participant) in relation to the Proposed Transaction, whether by investment in shares or other securities of the Company, funding of any joint venture or other activity undertaken in relation to the Business or otherwise to implement the Proposed Transaction or any consideration or fee received by the Company under the terms of the Proposed Transaction.

2. **Appointment**

- 2.1 The Company hereby engages the Contractor to assist and advise the Company in relation to Proposed Transactions for the Period of the Engagement on and subject to the terms and conditions of this Agreement.
- 2.2 The Adviser will carry out the following services for and on behalf of the Company:-
 - 2.2.1 representing the Company and assisting in the negotiation of terms of Proposed Transactions;
 - 2.2.2 advising the Company on financial strategy, financial structure and other aspects of the Proposed Transaction;
 - 2.2.3 providing liaison and communication between the Company and Nominated Participants in relation to the Proposed Transactions;
 - 2.2.4 advising on the contents of all draft documentation relating to the Proposed Transactions:
 - 2.2.5 keeping the Company informed of all strategies, developments and discussions relevant to the Engagement.
- 2.3 In addition to the general obligations of the Contractor under the Engagement, the Contractor will undertake the following specific responsibilities:-
 - 2.3.1 The Contractor will assist the Company in its strategy in relation to the Business by seeking to identify suitable commercial partners whom the Contractor will introduce to the Company.
 - 2.3.2 [details of other specific tasks]
- 2.4 The Contractor will devote such time as may be reasonably necessary to the Engagement. He will attend meetings in the UK and elsewhere required for the purpose of the Engagement, subject to receiving reasonable prior notice.
- 2.5 The Contractor's obligations under this Agreement are concerned with the means to achieve a successful outcome for the Proposed Transaction on behalf of the Company but it is recognised that the Contractor has not given any commitment to the Company that the Proposed Transaction will be completed successfully. The Contractor accordingly accepts no responsibility or liability if the Proposed Transactions are not completed for any reason.

2.6 The Contractor is u and except as expr no liability to the Co any reason whatso

- 2.7 The Company will assist in negotiatic Company's admin Company for this reasonably conside with such informat reasonably conside fulfil the Engageme
- 2.8 The Contractor wi agreement on beha so far as specific Company will be re behalf in accordance.
- 2.9 The Engagement Engagement,:-
 - 2.9.1 The Compa adviser to a the Contrac use of their be systemat
 - 2.9.2 any appoint Company w an exception and the Pro

3 Remuneration and Payment

- 3.1 The Company will during the period p have been agreed i
- 3.2 On and subject to do be entitled to a fe Transaction Value.
 Clause 3.4 below w
- 3.3 The Company will during the period of
- 3.4 Payment of the am the date of the relev to a bank account r
- All payments will against the appropr

mplete the Proposed Transactions reement the Contractor shall have ransactions are not completed for

ontractor's reasonable request to posed Transactions such of the have been nominated by the tasks as the Contractor may ress of such negotiations together documents as the Company may ose of enabling the Contractor to

enter into any commitment or ation to the Engagement except in so by written instructions. The incurred by the Contractor on its

basis that, during the Period of

ner independent representative or the nominated parties in place of mpany will not be restricted in the nd that such advisers' actions will ne Contractor; and

k or other financial adviser by the the Engagement to be treated as ations in respect of the Contractor

fee of £<< >> for his services respect of the arrangements that Company and the Contractor.

ed Transaction, the Contractor will ted as << >> per cent of the ter Clause 3.1 above and under fee payable under this Clause 3.2.

monthly retainer fee of £<< >>

will be made within 30 days after deduction, set off or counterclaim, tor.

the relevant VAT (if applicable)

4 Period of Engagement

- 4.1 The Engagement v initial period of << the other not less Agreement to expire time thereafter.
- 4.2 Either party to this written notice to the of its obligations un
- 4.3 If any Proposed termination of the Contractor will be and 3.2

5 Miscellaneous

- 5.1 The Contractor will Agreement to any of employee during to company, partners Contractor to carr Engagement.
- 5.2 The Contractor m instrumental in ass such terms as he cause the Contractor
- 5.3 The Contractor w agreement or arrar other person whic directions of the Co such information is
- 5.4 The Contractor will confidential nature obtains under or pudirections of the Co such information is
- 5.5 Any notice required may be sent by p Agreement or to su have notified for the shall be deemed to proving service by communication was posted in accordance.
- 5.6 This Agreement w English Law.

te hereof and will continue for an ter subject to either party giving to written notice to terminate this al << >> month period or at any

ate the Engagement forthwith by other commits any material breach

hin << >> months after the tunder Clause 4.1 above, the e fees payable under Clause 3.1

Ill or any of his rights under this firm that he may join as a full time ent, in which case the relevant ed to provide the services of the he has undertaken under the

lents with third parties who are on of Nominated Participants on any such arrangements do not ations under this Agreement.

ermit to subsist any obligation, ny Nominated Participants or any flict or be inconsistent with the asonable efforts to ensure that all

any person any information of a ny or any other person which it ent expect in accordance with the asonable efforts to ensure that all

the parties under this Agreement he addressee as set out in this addressee may from time to time e. Communications sent by post orty-eight hours after posting. In e necessary to prove that the be which was duly addressed and

d construed in accordance with



IN WITNESS whereof the parties written.

SIGNED by

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

In the presence of <<Name & Address of Witness>>

SIGNED by

<<Insert name of person signing f for and on behalf of <<Insert Cont

In the presence of <<Name & Address of Witness>>

ement the day and year first above