

**THIS FINDER'S FEE Agreement**  
**BETWEEN:**

- (1) <<Insert Finder's name>>  
registered>> under number  
at <<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 Seller has developed,  
activity of the Seller's Business  
name>> defined below as
- (B) The Seller wishes to dispose  
sale to one or more other parties
- (C) The Seller wishes to approach  
potential purchasers of the  
advice to the Seller in connection  
going concern to such parties

**IT IS HEREBY AGREED:**

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

**"Assets"**

**"Business"**

**"Data Protection  
Legislation"**

day>> of <<month>> <<year>>

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

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

business comprising <<outline main  
the name <<insert trade or business

as a going concern by way of

duce to the Seller one or more  
Seller [and to provide support and  
of disposing of the Business as a

the Proposed Transaction  
between the Seller and the  
Introduction of any or all  
by the Finder where that  
entered into within the  
nit. For the purposes of this  
contract shall be deemed  
into on the date on which  
of the said parties to it;

items of, or used in, the  
are listed in Schedule 1;

business undertaking owned  
Seller all of which is to be  
as a going concern and  
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”**

**“Purchaser(s)”**

**“Transaction Value”**

## **2. Appointment of Finder**

2.1 The Seller hereby appoints the Finder to identify and introduce potential Purchaser(s) to the Seller in connection with the Proposed Transaction.

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in the Data Protection

ment of the Finder by the  
for the purposes of this

on during the Period of  
nder to the Seller of those  
this Agreement of any  
the terms “Introduce”,  
roducing” shall refer to that

ion fee payable by the  
rsuant to Clause 5 of this

which the Finder first  
al Purchaser(s) to the

of <<insert period>>,  
duction Date;

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

as defined in the Data

Business by the Seller to

), company(ies) or other  
d by the Finder to the  
me as being a potential  
business in a Proposed  
ne context permits, where  
licable Contract; and

ny Proposed Transaction,  
paid under an Applicable  
asers [or by any other(s)]  
Business, whether paid or  
in cash, securities, capital  
r assets or property,  
funding of any activity or  
n by the Seller], accounts  
ory, work-in-progress,  
nts, licensing agreements,  
lting agreements, or any  
fee received by the Seller  
ne Applicable Contract or  
ement the Proposed

entify Purchasers and Introduce  
ns of this Agreement.

2.2 The Engagement will be performed by Seller [may] during the term of the Agreement, by the company(ies) or an affiliate of the Business from the date of the Agreement to the Seller.

[illegible]

[2.4 [The Seller hereby  
conditions of this  
Proposed Transac  
period is shorter e  
Applicable Contract

### 3. Finder's Obligations

3.1 The Finder will Intro  
full details thereof in

3.1.1 The full name of the contact if the contact is an individual

### 3.1.2 Contact de telephone n

### 3.1.3 A detailed description of the particularities of the

### [3.1.4 <<insert addi

### [3.1.5 <<insert addi

3.2 Subject to Sub-clause 3.1, the Finder shall introduce the Purchaser to any person or company who may be interested in purchasing the Financial Product, and the Finder shall engage such person or company as an introducer to the Purchaser, and the Finder shall ensure that the Introducer does not receive any commission or fee from the Purchaser.

3.3 The Finder will act except with the express particular Purchase permit anything else or anyone connect Relevant Entity.

3.4 For the purpose of

3.4.1 the Seller  
Purchasers:

### 3.4.2 the Seller as

3.4.3 any other pe

3.5 The Finder will not be authorised to do so in relation to the Project.

it is to say the Seller [will not] **OR**  
 appoint any other person(s) or  
 y potential Purchaser of all or any  
 y out any similar function for the

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

on and subject to the terms and  
and advise it in relation to the  
b-Clause 3.10 during whichever  
agement or the period until an

Seller and will do so by providing  
ch details to include:

including the name of the Finder's individual person;

(s) including, but not limited to,  
(es) and postal address; [and]

ser(s), including <<insert required

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>>[.][; and]]
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>> etc.]

and dealings with any Purchaser or an intermediary or contact of any Purchaser, the Seller hereby certifies that it is made aware that the Finder is acting only in the capacity of finder and not as a broker or salesperson of all of the Business and that the Seller is aware of the nature of relationship with the Seller.

basis”, that is to say it must not, directly or indirectly, assist any Purchaser(s) to discover the identity of any

Entity” is:

as engaged the Finder to seek

or

with the Seller.

g, except in so far as specifically  
information from the Seller in writing, in  
the Engagement, nor shall it either

- have any authority to do any of the following or hold itself out as having authority to do any of the following:
- 3.5.1 enter into any agreement on behalf of the Seller;
  - 3.5.2 bind the Seller to any agreement, including, but not limited to entering into contracts, on behalf of the Seller; or
  - 3.5.3 incur any financial liability on behalf of the Seller; or
  - 3.5.4 enter into any agreement (pre-contractual or otherwise) on behalf of the Seller.
- 3.6 The Finder will do all that may be reasonably necessary to the Engagement and with the Seller [and others in the United Kingdom] as reasonably necessary for the purpose of the Engagement, subject to receiving reasonable instructions from the Seller.
- 3.7 The Finder undertakes to make all such commercial endeavours to find and introduce to the Seller all matters in relation to which it is engaged under this Agreement, which the Seller acknowledges that the Finder does not undertake to do.
- 3.7.1 introduce any potential Purchaser(s) to the Seller; or
  - 3.7.2 ensure that any transaction is entered into or completed with the Seller.
- 3.8 The Finder does not accept either:
- 3.8.1 any obligation that a Proposed Transaction is achieved or
  - 3.8.2 any responsibility in respect of any contract, tort or otherwise, if a Proposed Transaction is not entered into for any reason.
- 3.9 The Finder shall do all that may be reasonably necessary to the Engagement and with the Seller [and others in the United Kingdom] as reasonably necessary for the purpose of the Engagement, subject to receiving reasonable instructions from the Seller.
- [3.10 The Finder will carry out the following services for and on behalf of the Seller:
- [3.10.1 assist in the completion of the Proposed Transaction;]
  - [3.10.2 advise the Seller on the structure and other aspects of the Proposed Transaction;]
  - [3.10.3 provide liaison between the Seller and Purchasers in relation to the Proposed Transaction;]
  - [3.10.4 keep the Seller informed of all developments and discussions relevant to the Proposed Transaction; and]
  - [3.10.5 <<insert details of any other services required>>].]
4. **Seller's Obligations**
- 4.1 At the Finder's request, the Seller will provide to the Finder:
- 4.1.1 a comprehensive memorandum on the Business [and the details of information as are set out in Schedule 2;]

- 4.1.2 such other documents as are reasonably necessary to carry out its obligations under the Engagement Letter;
- 4.1.3 such other documents as the Seller may request which it considers necessary in the course of enabling it to carry out the obligations under the Engagement Letter.
- 4.2 ***EITHER***
- [The Seller will follow up on an Introduction made by the Finder, and use all reasonable endeavours to:
- 4.2.1 obtain information from the relevant Purchaser(s);
- 4.2.2 hold discussions with that/those Purchaser(s); and
- 4.2.3 enter into an Applicable Contract with the relevant Purchaser(s) within the Introduction Time Limit.]
- OR***
- [The Seller shall not follow up on an Introduction to:
- 4.2.1 follow up on an Introduction made by the Finder; or
- 4.2.2 obtain information from the relevant Purchaser(s); or
- 4.2.3 hold discussions with that/those Purchaser(s).
- However, if the Seller follows up on an Introduction and does hold discussions with those Purchaser(s), the Seller will enter into an Applicable Contract with the relevant Purchaser(s) within the Introduction Time Limit.]
- 4.3 Notwithstanding the above, under Clause 4.2, nothing shall compel the Seller to enter into an Applicable Contract that is not in the best interests of the Seller.
- 4.4 The Seller will notify the Finder within <<insert period>> days of it entering into an Applicable Contract. The Seller's written notice under this Sub-Clause 4.4 shall contain the following details:
- 4.4.1 The date of the Applicable Contract and the names of all of the Purchaser(s);
- 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) when the [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 the notice given to it by the Seller pursuant to Sub-Clause 4.4, the Finder gives notice to the Seller referring to the evidence of or relating to the Transaction Value, the Seller will within <<insert period>> days of the notice given to it by the Finder provide a reasonable opportunity and facilities for the Finder to inspect the original fully executed copy of the Applicable Contract.
- [4.6 If the Seller gives notice to the Finder pursuant to Sub-Clause 3.5, the

Seller shall be responsible for all costs, expenses, commitment, agreement, obligation or liability incurred or payable by the Finder on the Seller's behalf in accordance with sub-clause 5.1.

commitment, agreement, obligation or liability incurred or payable by the Finder on the Seller's behalf in accordance with sub-clause 5.1.

## 5. Remuneration

5.1 The Introduction Commission payable to the Finder pursuant to this Clause 5, shall be payable in accordance with the provisions of the Applicable Contract.

in accordance with the provisions of the Applicable Contract shall be payable to the Finder when an Introduction Commission is payable by the parties to it.

5.2 The Introduction Commission shall be the greater sum either:

the greater sum either:

5.2.1 £ <<insert amount>>

5.2.2 <<insert percentage>> of the Transaction Value of the Applicable Contract.

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. It shall be payable by the Seller within <<insert period>> of its issue.

An invoice for the Introduction Commission may be issued by the Finder at any time after the due date of payment. It shall be payable by the Seller within <<insert period>> of its issue.

5.4 The Seller will pay the Introduction Commission [expenses or] of the Finder by the method(s)>>, to such extent as may be payable by <<insert preferred method>>.

The Introduction Commission and any and all expenses of the Finder shall be payable by <<insert preferred method>>.

5.5 The amount of the Introduction Commission calculated in accordance with this Agreement shall be chargeable thereon by the Seller. The VAT exclusive of the Introduction Commission shall be chargeable thereon separately in addition to the amount of the Introduction Commission for the purposes of this Agreement.

The amount of the Introduction Commission calculated in accordance with this Agreement shall be chargeable thereon by the Seller. The VAT exclusive of the Introduction Commission shall be chargeable thereon separately in addition to the amount of the Introduction Commission for the purposes of this Agreement.

5.6 If the Seller fails to pay the Introduction Commission to the Finder under this Agreement, the Seller shall be liable to the Finder for the amount of the Introduction Commission due to the Finder under this Agreement, together with interest thereon at the rate of <<insert percentage>>% per annum from the due date until payment in full, after any judgment.

The Seller shall be liable to the Finder for the amount which is payable to the Finder under this Agreement, together with interest thereon at the rate of <<insert percentage>>% per annum from the due date until payment in full, after any judgment.

5.7 Except as may be provided in the Applicable Contract, the Introduction Commission shall be payable to the Finder within the Introduction Commission Period of Engagement.

Within the Introduction Commission Period of Engagement, the Introduction Commission shall be payable to the Finder within 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 pro rated on a daily basis.]

In consideration of the services provided by the Finder pursuant to this Agreement, 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 pro rated on a daily basis.]

[5.9 Except to the extent that it is shown by the Seller to be unreasonable in the circumstances, the Seller shall reimburse to the Finder all out-of-pocket travel and other expenses incurred by the Finder in carrying out any such obligations necessary for any of the purposes of this Agreement, other than the Finder's own obligations.]

Except to the extent that it is shown by the Seller to be unreasonable in the circumstances, the Seller shall reimburse to the Finder all out-of-pocket travel and other expenses incurred by the Finder in carrying out any such obligations necessary for any of the purposes of this Agreement, other than the Finder's own obligations.]

## 6. Period of Engagement

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6.1 This Agreement is made on the date on which it is made, namely the date appearing on the first page of this Agreement and it shall continue, subject to the Period of Engagement.

6.2 The Seller may at any time terminate the Period of Engagement and this Agreement forthwith if the Finder commits any substantial and material breach of this Agreement.

6.3 The Finder may at any time terminate the Period of Engagement and this Agreement forthwith if the Seller commits any substantial breach of this Agreement.

6.4 Notwithstanding anything to the contrary in the Period of Engagement and this Agreement pursuant to Sub-Clauses 6.2 or 6.3, the above obligations in relation to payment of the Finder's Fee shall remain in force such that the Finder's Fee shall be payable where an Applicable Contract is entered into but within the Introduction Time Limit. For the avoidance of doubt, termination shall not have the effect of shortening or terminating the Introduction Time Limit.

[6.5 Notwithstanding anything to the contrary in the Period of Engagement and this Agreement, the Finder shall be entitled to payment of the monthly retainer fee pursuant to Sub-Clause 6.2, but those fees shall only be payable for the period (pro rata) up to the date of that termination.

6.5.1 where the Finder's Fee shall be payable pursuant to Sub-Clause 6.2, but those fees shall only be payable for the period (pro rata) up to the date of that termination.

6.5.2 where the Finder's Fee shall be payable pursuant to Sub-Clause 6.3, and those fees shall only be payable up until the date of that termination, whichever first occurs either on the date of termination or the end of the Period of Engagement.

## 7. Advertising, and related costs

7.1 If at any time during the Period of Engagement the Seller instructs the Finder to advertise for Purchase Orders, the Finder shall provide to the Seller within << >> days full details in writing of the proposed advertising, including a proposal, to include all copy, types of media, specific placement, and the contract terms and conditions for the advertising, including all costs and expenses that will be incurred for that advertising.

7.2 The Seller will within 5 business days of receiving the Finder's said proposal, confirm in writing whether it wishes to proceed with it or any part/s of it and the extent to which it wishes to proceed with the relevant advertising in accordance with the Finder's proposal.

7.3 The Finder will, and shall be deemed to be acting as the agent of the Seller. Except as permitted by Sub-Clause 7.1, the Finder will not in relation to any of that advertising either incur any cost, expense or liability for the Seller.

7.4 The Finder will either provide to the Seller all invoices for the advertising placed pursuant to Sub-Clauses 7.1 or the Seller will pay those invoices.

7.5 If the Seller does not pay the Finder's Fee pursuant to Sub-Clause 7.1, but the

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Finder wishes to a number of enquire discretion, in its own least << >> days proposes and if with objection. If the Finder indemnify the Seller Finder's doing so, or the Seller object details the Finder ne

s with the aim of increasing the the Business, it may do so in its expense, if it notifies the Seller at of the advertising that the Finder does not raise any [reasonable] advertising in its own name, it will liabilities of or arising out of the details of it as above to the Seller sing was in accordance with the

## 8. Anti-Bribery

8.1 Both parties shall Agreement and sh anti-bribery provisio

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

8.2 In particular, neither anything that may, constitute a bribe disproportionately l reward or constitu obligations.

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

8.3 Each party shall en associated persons bribing another per obtaining or retainin insofar as any actio

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 persons relate to this Agreement.

[8.4 The Finder hereby annexed to this Agr

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

[8.5 The Seller hereby annexed to this Agr

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

## 9. Confidentiality

9.1 Neither party ("First or part with possess the business, affair ("Second Party") or available to the First organisation by virt Party will use all Information is kept except:

ose to any person or organisation, of a confidential nature concerning suppliers of either the other party icted Information") which is made Party or from any other person or with the Engagement, and the First ensure that all such Restricted ause shall apply to the First Party

9.1.1 as may be r or disclose employee, c

ses of this Agreement for it to use mation to any director, officer, the First Party; or

9.1.2 as the First

directed by the Second Party; or

9.1.3 to any gove competent j

prity, regulatory body, or court of

9.1.4 as required

9.1.5 to the exten date of this

rmation concerned is either at the s after that date public knowledge



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- the First Party is the Finder, it will  
dissemination or part with possession of  
any information of a confidential  
virtue of or in connection with the

- Purchaser; or  
 agents or suppliers of any Purchaser;  
 or  
 other content of any Proposed

to ensure that all such Restricted Cause shall apply to the Finder with 1 – 9.1.5 (but with the exceptions as First Party).

- for the purposes of this Clause  
or in writing or any other medium,  
expressly stated to be confidential or

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


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- nder ("First Party") may use will be  
 First Party in accordance with the  
 and the rights under the Data  
 ng, as the case may be, either the  
 e rights under the Data Protection

- collection, processing, storage, and not limited to, the purpose(s) for or bases for using it, details of the and how to exercise them, and the Other Party should refer to the respective Privacy Notices of each party

- 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  
ssed in accordance with the terms  
d into by the parties on <<insert



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11. **Liability**

Subject to compliance by the Seller with the provisions of this Agreement, except as otherwise expressly provided, the Seller shall indemnify the Finder against any liability (including reasonable attorneys' fees) which the Finder may reasonably incur as a result of the Finder's actions in accordance with this Agreement.

actions under this Agreement, and, in the event of a breach of this Agreement, the Seller shall indemnify the Finder for all costs and expenses (including reasonable attorneys' fees and proceedings) which it may incur by reason of the Seller's actions in accordance with this Agreement.

12. **No Waiver**

No failure or delay by either party in exercising its rights 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.

of its rights under this Agreement shall not constitute a waiver by either party of a breach 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, transfer, or sub-contract its obligations hereunder, or sub-contract its obligations hereunder, or deal in any other manner with the Agreement.

cept with the written consent of the parties, neither party may mortgage, or charge any of its rights or obligations hereunder, or sub-contract its obligations under this Agreement.

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 agreed in writing by the parties.

deemed to, create an employment relationship between the parties or a joint venture or agency except as may be otherwise 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 other agreements, promises, assurances, warranties, representations, or understandings between them, whether written or oral, relating to the subject matter hereof.

ement between the parties and this Agreement, and all other agreements, promises, assurances, warranties, representations, or 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 when taken together shall constitute one and the same agreement.

by an instrument in writing signed by the parties.

15.3 Each party acknowledges that it is entering into this Agreement voluntarily, and shall have no claim against the other party for breach of any warranty, representation, or assurance or warranty, representation, or assurance made or given out in this Agreement, or for breach of any statute or common law duty.

to this Agreement, it does not rely on any statement, representation, or assurance (whether written or oral, and whether made or given intentionally or negligently) that is not set forth in this Agreement, or for breach of any warranties or other terms implied by law to the fullest extent permitted by 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 survive and be enforceable as to its other provisions and the remainder of the same.

ment 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 survive and be enforceable as to its other provisions and the remainder of the same.

17. **Notices**

Any notice required to be given under this Agreement shall be in writing and shall be deemed to have been received forty-eight hours after posting. If the notice is not received within forty-eight hours after posting, it shall only be necessary to prove that the communication was addressed and posted in accordance with the provisions of this Agreement.

er this Agreement may be sent by registered mail or by courier service. If the notice is not received within forty-eight hours after posting, it shall only be necessary to prove that the communication was addressed and posted in accordance with the provisions of this Agreement.

## 18. Law and Jurisdiction

- 18.1 This Agreement shall be construed in accordance with the law 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 [non-exclusive jurisdiction] of the courts of England & Wales.

### **SCHEDULE 1**

#### **<sup>1</sup>List of Assets of the Business to be Sold**

All of the following in so far as they are owned by the Seller or which are owned by the Seller or used by the Seller in the Business

[Goodwill]

[Stocks of goods and materials]

[Plant, tools, machinery, and other

[The benefit (subject to the burden) of the Business to the extent that they remain to be completed at the time of sale]

[Registered and unregistered intellectual property in all descriptions]

[Software, including software licenses]

{Liability of the Seller to discharge the Business (other than any agreed by Seller and Purchaser to be excluded) owing to third parties}

[Employees employed by the Seller in the Business]

[Real and leasehold property]

[Book debts]

[Books and records other than any excluded by the Seller and Purchaser to be excluded]

[All rights of the Seller (other than those excluded by Seller and Purchaser to be excluded) against third parties]

[Any shares or other securities in a company]

[All cash in hand or at bank and all other assets and securities representing them]

### **SCHEDULE 2**

*[Set out here the minimum type and content of the information memorandum to be provided by the Seller in accordance with Clause 4.1.1.]*

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<sup>1</sup>This list should be amended or added to as necessary

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

**IN WITNESS** whereof the parties have signed and affixed their seals to the present Agreement 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 Seller's Agreement (see Sub-Clause 8.5))>>

for and on behalf of <<Insert Company Name>>

**OR**

[SIGNED by .....

<<Insert name of sole trader Seller