

Terms and Conditions of Use - Acquisitions and Disposals Register

1. Interpretation

1.1 In these Conditions:-

"*Acquisition*" means a purchase of an Acquisition Target or any interest therein;

"*Acquisition Target*" means any company or business, incorporated or unincorporated, identified by Stuart Hodge Corporate Lawyers as meeting the Client's requirements under the Project Brief, or (as the context admits) any Associate thereof;

"*Associate*" means a connected person, whether by way of ownership or relationship (contractual or otherwise);

"*Client*" means the company, person or persons named in section 1.1 of the Order or any Associate thereof;

"*Company*" means the business, whether incorporated or unincorporated, of the Client as identified at section 1.2 of the Order or (as the context admits) any Associate thereof;

"*Completion*" means legal completion of an Acquisition or a Transaction (as the case may be);

"*Conditions*" means these standard conditions of supply and unless the context otherwise requires includes any special terms and conditions agreed in writing between the Client and Stuart Hodge Corporate Lawyers from time to time;

"*Consideration*" means the amount of monetary consideration payable by or to the Client or any Associate thereof in accordance with the Acquisition or the Transaction (as the case may be) including, but without limitation, payment in cash, shares, loan notes, bonds, any other assets or any other debt instrument or any combination thereof and the amount of any debt accepted or payable by or to the Client or any Associate thereof on or after Completion;

"*Deferred Consideration*" means any proportion of the Consideration which is or becomes payable at any time after Completion;

"*Order*" means the order from the Client to Stuart Hodge Corporate Lawyers of which these Conditions form part;

"*Potential Acquirer*" means those persons identified as such by Stuart Hodge Corporate Lawyers during the performance of the Services, or (as the context admits) any Associate thereof, whether or not those persons are identified by the Client to Stuart Hodge Corporate Lawyers in the Project Brief or otherwise as being Potential Acquirers of the Company;

"*Potential Seller*" means the owner or owners of an Acquisition Target;

"*Project Brief*" means a project brief questionnaire supplied by Stuart Hodge Corporate Lawyers for completion by the Client;

"*Services*" means the provision of passive search services identified in section 3 of the Order or as otherwise agreed in writing with the Client; and

"*Transaction*" means a sale of the Company or any interest therein to a Potential Acquirer.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 Unless the context otherwise requires reference to any Clause is to a Clause of these Conditions; reference to sub-clauses are unless otherwise stated references to sub-clauses of the Clause in which the reference appears.

1.4 Any reference to a statute or statutory instrument shall be deemed to refer to any re-enactment thereof.

2 Provision of the Services

2.1 Subject to the Client discharging its obligations at Clauses 3 and 4, Stuart Hodge Corporate Lawyers shall provide the Services with reasonable skill and care in accordance with these Conditions.

2.2 Stuart Hodge Corporate Lawyers make no guarantee that:

2.2.1 any approaches to or offers to acquire an Acquisition Target will be favourably responded to or accepted by a Potential Seller in the case of acquisitions; or

2.2.2 in the case of disposals, any Potential Acquirers will make offers to acquire the Company or any interest therein on terms that are acceptable to the Client.

3 Payment Obligations

3.1 The Client agrees to pay Stuart Hodge Corporate Lawyers the sums set out at section 4 of the Order together with any applicable value added tax, or other equivalent sales tax, on or by the due date for payment, which:

3.1.1 in the case of the Base Fee is (subject to the provisions of Clause 8) in 6 equal consecutive monthly payments by standing order commencing 15 days after the date of the Order;

3.1.2 in the case of the Success Fee is on Completion of an Acquisition for that element of the Consideration that is payable on Completion or in the case where there is Deferred Consideration the balance of the Success Fee within 7 days of the date of payment by the Client of the Deferred Consideration or upon such other reasonable terms as to the time for payment as may be agreed between Stuart Hodge Corporate Lawyers and the Client in writing; and

3.1.3 any reasonable costs and expenses (including any reasonable costs reasonably incurred by professional advisers appointed pursuant to Clause 10.2) within 30 days of invoice, where separately invoiced.

3.2 The Client agrees to, and shall irrevocably instruct its professional advisers to:

3.2.1 keep Stuart Hodge Corporate Lawyers informed of the terms of the Acquisition or the Transaction (as the case may be), its progress, exchange of contracts, Completion and the payment of any Deferred Consideration;

3.2.2 pay the Success Fee to Stuart Hodge Corporate Lawyers out of any cash held at any time by such professional adviser on behalf of the Client; and

3.2.3 if requested by Stuart Hodge Corporate Lawyers, provide to Stuart Hodge Corporate Lawyers a copy of any agreement or other documents relating to the Acquisition or Transaction (as the case may be).

3.3 If the Client fails to make any payment on the due date Stuart Hodge Corporate Lawyers shall be entitled without limiting any other rights that it may have to:

- 3.3.1 suspend the provision of the Services;
- 3.3.2 to claim the balance of the Base Fee or the Success Fee due to it; and
- 3.3.3 charge interest to the Client on the outstanding amount (both before and after any judgment) at a daily rate equivalent to the rate from time to time prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until the outstanding amount is paid in full.

4 Client's Obligations

- 4.1 The Client shall at its own expense complete and deliver to Stuart Hodge Corporate Lawyers:
 - 4.1.1 a Project Brief and any necessary information and documents relating to the Services within sufficient time to enable Stuart Hodge Corporate Lawyers to perform the Services in accordance with these Conditions; and
 - 4.1.2 such further information as may be reasonably requested by Stuart Hodge Corporate Lawyers from time to time.
- 4.2 If an Acquisition Target is, or any Potential Purchasers are, identified by Stuart Hodge Corporate Lawyers the Client shall:
 - 4.2.1 forthwith advise Stuart Hodge Corporate Lawyers of the suitability of such Acquisition Target/Potential Acquirers;
 - 4.2.2 accept responsibility for discounting Acquisition Targets, Potential Sellers/Potential Acquirers;
 - 4.2.3 in the case of acquisitions, continue to comply with such reasonable requests as Stuart Hodge Corporate Lawyers shall make in order to develop and identify the criteria upon which an Acquisition Target can be selected;
 - 4.2.4 duly attend any negotiation meetings organised by Stuart Hodge Corporate Lawyers or its Associates, as requested;
 - 4.2.5 allow Stuart Hodge Corporate Lawyers to act as lead adviser in relation to all pre-contract negotiations with Potential Sellers, Acquisition Targets and Potential Acquirers (as the case may be);
 - 4.2.6 advise Stuart Hodge Corporate Lawyers of all arrangements which are made to progress any Acquisition/Transaction following entry into of formal legal negotiations with any Potential Seller/Potential Acquirer and in particular will notify Stuart Hodge Corporate Lawyers forthwith of Completion; and
 - 4.2.7 provide Stuart Hodge Corporate Lawyers with such information as to proof of identity, source of funds or financial status as it may require from time to time.

5 Warranties

- 5.1 Subject to the limits on its liability set out in these Conditions, Stuart Hodge Corporate Lawyers warrants that the Services shall be provided with reasonable skill and care.
 - 5.1.1 Stuart Hodge Corporate Lawyers shall be under no liability to the Client for breach of warranty for any loss, damage, costs, expenses or other claims arising out of any mistake, negligence or other fault of the Client, including but not limited to such loss, damage, costs, expenses or other claims arising from the use by Stuart Hodge Corporate Lawyers, its employees or agents of any information or documents supplied by the Client (whether in the Project Brief or otherwise), which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or which fail to arrive or arrive late to Stuart Hodge Corporate Lawyers; and
 - 5.1.2 Stuart Hodge Corporate Lawyers shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the Base Fee has not been paid by the due dates for payment; and
 - 5.1.3 any claim by the Client which is not notified to Stuart Hodge Corporate Lawyers on or before the expiry of 4 months from discovery of the breach of warranty.
- 5.2 Where any valid claim for breach of the warranty at Clause 5.1 is notified to Stuart Hodge Corporate Lawyers in accordance with these Conditions, Stuart Hodge Corporate Lawyers shall be entitled to provide the Services (or any part thereof as appropriate) again free of charge or (at the sole discretion of Stuart Hodge Corporate Lawyers) refund to the Client all or part of the Base Fee but Stuart Hodge Corporate Lawyers shall have no further liability to the Client.
- 5.3 The Client warrants that any information or documents supplied by it to Stuart Hodge Corporate Lawyers or Stuart Hodge Corporate Lawyers' advisers and agents (whether in the Project Brief or otherwise) is complete and accurate to the best of its knowledge, information and belief and agrees to indemnify Stuart Hodge Corporate Lawyers in respect of any loss occasioned as a result of providing the Services.
- 5.4 Save as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

6 Confidentiality

- 6.1 The Client hereby authorises Stuart Hodge Corporate Lawyers:
 - 6.1.1 to disclose to Potential Sellers, Acquisition Targets or Potential Acquirers (as the case may be) such information concerning the Client (whether confidential or otherwise), the Company and its business as Stuart Hodge Corporate Lawyers shall reasonably consider necessary in the performance of the Services; and
 - 6.1.2 as agent for the Client to enter into such confidentiality undertakings with Potential Sellers and/or Acquisition Target(s) or Potential Acquirers (as the case may be) as Stuart Hodge Corporate Lawyers shall reasonably consider necessary.
- 6.2 Stuart Hodge Corporate Lawyers shall have no liability whatsoever in the event that any confidential information is disclosed to a third party without having first procured a suitable confidentiality undertaking from the Potential Seller and/or Acquisition Target or Potential Acquirer, save where confidential information is disclosed as a result of gross negligence or deliberate disclosure by Stuart Hodge Corporate Lawyers, or by its employees or agents.

7 Limitations on Liability

- 7.1 The Client acknowledges that Stuart Hodge Corporate Lawyers acts only as introducer to the parties and therefore shall have no liability to the Client in the event that any Potential Seller, Acquisition Target or Potential

Acquirer is unsuitable for whatever reason nor for the consequences of any introduction of any such person to the Client whether direct or indirect and shall have no liability or responsibility whatsoever for matters which would ordinarily be the responsibility of the Client and/or the Client's professional advisers, including but not limited to:

7.1.1 due diligence and investigation or verification process into the Acquisition Target and Potential Seller, including disclosures in relation to any warranties/investigation into the Potential Acquirer's financial position and ability to pay any part of the Consideration;

7.1.2 the accuracy of any information supplied or representations made by Potential Sellers or Acquisition Targets/the accuracy of information supplied to Potential Acquirers or any representations made to Potential Acquirers;

7.1.3 taxation advice as to the Client's, Company's/Acquisition Target's and Potential Seller's respective tax positions before and after Completion; and

7.1.4 a breakdown in negotiations, price renegotiation or withdrawal by a Potential Seller/Potential Acquirer or the Client from or in relation to the Acquisition/Transaction.

7.2 Except as expressly provided in these Conditions, Stuart Hodge Corporate Lawyers shall not be liable to the Client for any economic loss, including, but not limited to loss of production, loss of any proposed Acquisition, loss of profits or anticipated profits, loss of business, damage to the Client's reputation or goodwill, damages, costs or expenses payable by the Client to any third party or any other indirect special or consequential loss or claim (whether caused by the negligence of Stuart Hodge Corporate Lawyers, its employees or agents) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to supply the Services) or their use by the Client.

7.3 Stuart Hodge Corporate Lawyers shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any reasonable delay in performing or any failure to perform any of its obligations in relation to the Services if the delay or failure was due to any cause beyond the reasonable control of Stuart Hodge Corporate Lawyers.

7.4 Nothing in these Conditions shall be deemed to exclude or restrict the liability of Stuart Hodge Corporate Lawyers for death or personal injury resulting from its negligence or that of its employees.

7.5 Without prejudice to the remainder of these Conditions, the total liability of Stuart Hodge Corporate Lawyers to the Client for any one claim or for the total of all claims arising from any act or default of Stuart Hodge Corporate Lawyers (whether arising from its own negligence or otherwise) shall not exceed the combined total of the Base Fee and any Success Fee.

8 Termination

8.1 Either party may terminate the Order upon giving written notice to the other.

8.2 On the service of such notice during the period of 6 months from the date of the Order, Stuart Hodge Corporate Lawyers shall be entitled to the Base Fee payable for the month in which such notice is served but not for any Base Fee payable for any month thereafter.

8.3 Notwithstanding any termination of the Services a Success Fee will remain payable on any later Completion.

9 Data Protection

For the purposes of The Data Protection Act 1998 the Client consents to and shall procure the consent of all its employees, agents and sub-contractors to the processing of all or any personal data (in manual, electronic or any other form) relevant to the carrying out by Stuart Hodge Corporate Lawyers or by any of its sub-contractors of the Services. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any person.

10 Assignment

10.1 Stuart Hodge Corporate Lawyers shall be entitled to sub-contract or assign any part of its obligations hereunder without cost to the Client.

10.2 Where any of Stuart Hodge Corporate Lawyers's obligations under this Order are outside the normal scope of its responsibilities and are of a sufficiently technical or complicated nature to require the services of professional advisers, Stuart Hodge Corporate Lawyers shall have the right to appoint such professional advisers at the Client's cost to act on its and/or the Client's behalf.

11 General

11.1 A person who is not a party to this Order shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

11.2 A notice required or permitted to be given by either party to the other under the Order shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.3 No waiver by Stuart Hodge Corporate Lawyers of any breach of this Order by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.4 If any provision of the Order is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Order and the remainder of the provision in question shall not be affected thereby.

11.5 The Order shall be governed by and construed in accordance with the laws of England and disputes arising in connection with either the Agreement or the Services shall be submitted to the exclusive jurisdiction of the English courts.

11.6 This Order constitutes the entire agreement between the parties and supersede any previous agreement or understanding and may not be varied except in writing between the parties. The Client acknowledges and agrees

that it has not entered into the Order in reliance upon any representation, warranty or undertaking which is not set out or referred to in the Order or these Conditions.