

Acquisition Finder's Agreement

This agreement is made between

HYO International (hereafter HYO) of **St John's Chambers, Love Street, Chester CH1 1QN**

and

(Company Name) _____ (hereafter The Client) of

(Registered Address) _____

Whereas,

1. HYO is able to find businesses available for acquisition
2. The Client seeks to acquire businesses

HYO will introduce businesses available for acquisition to The Client on the terms set out hereafter,

1. **The introduction of potential acquisitions**
HYO will introduce to The Client businesses that may be available for acquisition.
2. **The payment of the finder's fee**
 - a) In the event that The Client or any company or organisation that is associated with The Client concludes a purchase of a business introduced by HYO it will pay to HYO the finder's fee set out below. Payment should be made by bank transfer within 7 days of the purchase of a business.
 - b) For the purpose of this agreement an associated company is one that at the date of the introduction of an acquisition and/or at the time of the completion of the purchase of a business introduced by HYO,

- i. holds shares in The Client or in which The Client holds shares and/or
 - ii. has common directors or in the case of a partnership has common partners or
 - iii. is part of a group of companies with common ownership
- c) For the purposes of this agreement the parties agree that the purchase of a business will mean the agreed value for the goodwill of the business.

3. Finder's Fee

- a) The finder's fees will be
- i. 2.75% of the first £4m paid in respect of the purchase of the business ie goodwill
 - ii. 1% of any sum paid in excess of £4m for the purchase of the business.
- b) The finder's fee will be due upon and payable within 7 days of the completion of the purchase of the business. VAT is payable in addition to the finder's fee at the current rate applicable.
- c) A purchase will be considered complete upon the execution of an agreement of the purchase of the business notwithstanding that the consideration to be paid for the business may not be payable in whole or in part at that time.

4. The termination of the agreement

- a) This agreement can be terminated by either party on 28 days written notice.
- b) A finder's fee will be due on any acquisition introduced prior to the termination of the agreement.

5. Contracts (Rights of Third Parties) Act 1999

Nothing in this contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

6. Valid Law

This agreement shall be governed by and construed in accordance with the law of England.

7. General

- a) HYO shall not be responsible for representations or information supplied on any potential vendor, nor does it give any warranties concerning any business introduced.
- b) The Client undertakes to notify HYO of all enquiries from any potential vendor introduced by HYO and shall conduct any negotiations through HYO. The Client must keep HYO informed of progress including exchange of contracts.

This Agreement is dated the _____ of _____ in the year 2012

Executed as a contract by HYO

Executed as a contract by The Client

Signed

Signed

Name Richard Oates

Name

Capacity Partner

Capacity