

PJ Rugg Limited
Company Introductions
Mergers and Acquisitions
Abbey Lodge, 33 Tunnel Hill, Worcester, Worcestershire, WR4 9RP
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SOLE AGENCY- ACQUISITIONS AND MERGERS INTRODUCTION FEE AGREEMENT between PJ Rugg Limited and the client.
We, the client, confirm our acceptance of the following scale of fees, payable by us to you, relating to the acquisition or merger opportunity introduced by you to us.

1. FEE SCALE (inclusive of disbursements) 3% (three percent) of the first £1 million pounds and 2% (two percent) thereafter
2. Fees are based on the total value of the consideration given any acquiring party.
3. Fees become payable, and are due for settlement, on the earlier of the signing of the sale and purchase contract, or on completion.
4. The fees payable (para 1 above) will be levied on the total consideration, including any borrowings or debts that are assumed as part of the agreement.
5. No fees arise if there is no acquisition or merger.
6. Cap fee at £100,000 plus VAT and in the event the fee should exceed this, fixed fee to be agreed in advance.
7. VAT (value added tax) is payable at the standard rate on top of our fees.

CONFIDENTIALITY ASSURANCE

In consideration of your disclosing to us information concerning the business reference below introduced by you and which is not publicly available, we undertake both to you and the vendors that we shall:

1. Treat the information as strictly private and confidential and shall take all reasonable precautions to maintain its status as such;
2. Use and apply the information solely for the purpose of evaluating the business with a view to the acquisition of the business;
3. Not at any time disclose, or otherwise make available, to any third party any of the information other than:
a) to those officers and employees who are required by us in the course of (and solely for the purpose of) such evaluation to receive and consider the information (and we agree that any such disclosure is on the basis that such officers and employees are made aware of, and accept, the strict provisions of this undertaking) and
b) to our professional advisers (as may be notified to you); and we agree that any such disclosure is on the basis that they and their staff are made aware of, and accept, the strict provisions of this undertaking.
4. Upon the written demand from you, return the information to you together with any copies in our possession or in the possession of our professional advisers.

We further confirm during the Relevant Period no director or officer of the company who is aware of the Proposal will directly or indirectly solicit, endeavour to entice away or offer to employ any person who is at any time during the negotiations working for the business in a senior capacity and directly engaged in a principal role in the Company.

This undertaking is governed by, and shall be construed in accordance with English Law and shall remain in force for (twenty four) 24 months from the date of issue.

Signed.....Dated.....2011

Client's full name.....

Position.....

Subject company name.....

Company registration number.....

Address.....

Postcode.....

Client's solicitor.....

Reference number.....

Vendor or buyer.....

Subject.....timber, plumbers and builders merchants.....

PJ Rugg Limited a Private limited company. Registered office: Whitman's House, 70 Shottery Road, Stratford-upon-Avon, CV37 9QQ
Directors: A.B.W. Rugg, V.M.A. Rugg. Registered in England No: 2656156 VAT No: 589226791