KINGS
CORPORATE • PROFESSIONAL • BUSINESS

Business to Business
Sole Selling Rights Agreement

AUTHORISED SIGNATURE DOCUMENT

You, appoint Us, Altius Group Limited trading as Kings Business of Eaves Brook House, Navigation Way, Preston, PR2 2YP, Company Number 6540680, to sell the below named business and/or property on your behalf.

This Agreement is a Sole Selling Rights agreement and comprises the terms on this Authorised Signature Document and our Terms and Conditions attached hereto. This Agreement is a binding legal contract and should not be signed until you have read, understood and agreed it. By signing this Agreement, you confirm that you have received, read and understood both this Authorised Signature Document and our Terms and Conditions. You confirm that you are selling a business and contract with us as a business seller.

You, the Vendor(s) - please tick this box if the Vendor is a limited company or limited liability partnership ☑ :

Limited Company/L~~imited Liability Partners~~hip **OR** **Trading Name for Unincorporated Business/Sole Trader/ Unincorporated Partnership:**

Company Name: Vic Hayes 1997 Ltd

Company No (if applicable): 03372820

Business / Property

Instruction to sell: Vic Hayes 1997 Ltd **("the Business")**

Address: 2A Maygrove Road Camden London NW6 2EB

Postcode: Website: www. ☐ Freehold ☑ Leasehold

Owner(s)/signatory(ies):

1. Name: Mr Dario Corona Address: 192 Lodgehill Park Close, South Harrow, Harrow, Middlesex, HA2 0PD Postcode: Contact tel: 07946352750 Email: vichayes1997@yahoo.com	2. Name: Address: Postcode: Contact tel: Email:
3. Name: Address: Postcode: Contact tel: Email:	4. Name: Address: Postcode: Contact tel: Email:

Commencement Date ..7th September 2022..... (Clause 5.1)

Subject to clause 5.2 of the Terms and Conditions, our sole selling rights shall continue for 12 months ("Minimum Period") and at the end of the Minimum Period shall continue until terminated in accordance with clause 8 ("Term").

Additional Terms / Notes:

What You pay Us ("the Agreed Fee"):

☐ (i) 5% of the Consideration plus VAT, if it is freehold and/or 6.5% of the Consideration plus VAT if it is leasehold, or

☑ (ii) a fixed fee of £ 4,000 plus VAT, or

☐ (iii) [ ] % of the Consideration plus VAT.

but always a Minimum Fee of £5,750 plus VAT plus all Marketing Fees, all Marketing Costs and any Lease Premium charge all as set out in clauses 3 and 6 of the Terms. The Consideration is defined in detail in the Terms and Conditions which you must read before signing this Agreement.

KINGS CORPORATE • PROFESSIONAL • BUSINESS Sole Selling Rights Agreement

Marketing Fees

You pay us an initial non-refundable Initial Marketing Fee of £ 1,500 plus VAT and upon completion will pay us a Completion Marketing Fee of ~~£1,500 plus VAT~~. £500 plus VAT

When You pay Us

You must pay our fees, in addition to any other costs or charges agreed with Us such as marketing charges, in accordance with Clauses 3 and 6.1 – 6.7 (inclusive) of the attached Terms and Conditions.

Asking Price
(Clause 2.1)

The price that you have requested that we market your business for is:

☑ £ 90,000 ~~plus SAV Freehold or plus~~ SAV Leasehold (delete as appropriate)

or

☐ Bids Invited, with a Target Price of £________________, plus SAV Freehold **or** plus SAV Leasehold (delete as appropriate)

Marketing Consents
(Clause 4.4)

I agree to details of the business being circulated to other members of your group ☑ Yes No
I agree to details of the business being included on websites at your discretion ☑ Yes No

SIGNATURES:

Where You are a limited company or limited liability partnership the director(s)/shareholder(s)/partner(s) sign below both for the company or partnership and in a personal capacity as guarantor (see clause 11 of the Terms and Conditions). Note that in such a case you are giving a personal guarantee.

You confirm that You are an experienced business person(s) who has read and fully understood this Agreement.

No earlier statement or document forms part of this Agreement and you confirm you have not relied on any such warranty or representation made to You, whether written or oral. Before signing this Agreement You should ensure that You have read the whole of this Agreement and asked for clarification of any issues which You do not understand.

In particular your attention is drawn to clauses 3, 5, 6, 8, 9, 11.1, 11.4, 11.5 and 11.14 of the attached Terms and Conditions.

1.	2.	3.	4.
Signed: Mr Dario Corona	Signed:	Signed:	Signed:
Print Name: Dario Corona	Print Name:	Print Name:	Print Name:
Date of Birth: 20th August 1973	Date of Birth:	Date of Birth:	Date of Birth:
Date: Oct 04 2022	Date:	Date:	Date:
Capacity: ☐ Director ☐ Proprietor ☐ Partner ☐ Shareholder Other:	Capacity: ☐ Director ☐ Proprietor ☐ Partner ☐ Shareholder Other:	Capacity: ☐ Director ☐ Proprietor ☐ Partner ☐ Shareholder Other:	Capacity: ☐ Director ☐ Proprietor ☐ Partner ☐ Shareholder Other:

☑ I have read and agree to the **Terms & Conditions** which are shown below.

Signed for and on behalf of Kings Business:

Signed: Peter Abbott **Print:** PETER ABBOTT **Date:** Oct 04 2022

KINGS
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TERMS & CONDITIONS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

"Agreed Fee" means the fee set out at clause 3.1;

"Agreement" means the whole of the Agreement comprising the Authorised Signature Document and these Terms and Conditions and incorporating the entirety of the terms set out therein;

"Asking Price" has the meaning given at clause 2.1;

"Authorised Signature Document" means the document signed by you by which you enter into this Agreement;

"Business" means the entirety of the business enterprise identified in the Authorised Signature Document (including, but not limited to, all tangible and intangible assets, real property and where the business is incorporated also includes the shares therein);

"Completion Marketing Fee" means the final contribution to marketing costs set out in clause 3.5;

"Consideration" means the consideration in respect of the sale of the Business, which for the purposes of this Agreement is deemed to include (without limitation):

(i) any cash paid to You on or after completion of the sale of the Business;

(ii) any non-cash asset including any assets, shares, options, notes or other securities issued or transferred to or retained by You as part of the purchase price on or after completion, and which shall be valued at the price agreed between Vendor and Purchaser or, failing which, by Us;

(iii) any liability, debt or borrowing of the Business or of yours which is retained by or within the Business, or repaid, assumed, taken over, assigned, guaranteed or forgiven by the Purchaser;

(iv) the maximum payment which may be made by the Purchaser within ten years of completion if any part of the purchase price is deferred or contingent or derived as a royalty payment, licence or franchise fee;

(v) any asset of the Business which is not purchased by the Purchaser and the benefit of which is transferred to or retained by You or the Business prior to, at or following completion;

(vi) any stock of the Business forming part of the assets of the Business being purchased;

(vii) the total consideration payable by the Purchaser including the consideration which is or would be payable under any options to acquire more than the initials percentage interest in the Business under a lock-step, earn- out or similar arrangement;

(viii) the disposal of your interest in the Business for no clearly identifiable monetary means; and

(ix) in cases where the Business is not sold or not sold by Us the Asking Price shall be deemed to be the Consideration.

"Full Fee has the meaning given in clause 6.1;

"Half Fee" has the meaning given in clause 6.4;

"Initial Marketing Fee" means the initial non- refundable contribution to marketing costs set out in clause 3.3;

"Lease Premium" means the fee set out at clause 3.2;

"Marketing Costs" means all marketing costs incurred by Us in marketing the Business;

"Memorandum of Sale" means a memorandum of sale and/or heads of terms recording the terms of the agreement in respect of the sale of the Business;

"Minimum Fee" has the meaning given in clause 3.1;

"Minimum Period" has the meaning given in clause 5.1;

"Planning Regulations" means the Town and Country Planning (Control of Advertisements) Regulations 1992 as amended;

"Purchaser" means the purchaser of the Business or any part thereof;

"Sales Particulars" means the particulars of sales of the Business;

"Sole Selling Rights" means Our exclusive rights to sell the Business;

"Suspension Request" has the meaning given at clause 5.2;

"Target Price" means the sum set out in the Authorised Signature Document when the Vendor wishes to offer the business for sale by inviting bids. In this Agreement the term Target Price shall have the same meaning as Asking Price for the purpose of calculating any fee or other sum.

"Term" has the meaning given at clause 5.1;

"You" means the above-named Vendor(s) and any other person whether legal or natural upon whose behalf this Agreement has been signed as set out in Clause 11.1;

"We/Us/Our" means Altius Group Limited trading as Kings Business/Kings Commercial.

2. ASKING PRICE

2.1 The Asking Price is the price at which You have requested Us to offer the Business for sale as set out in the Authorised Signature Document. You acknowledge that the same represents a fair and achievable sale price for the Business. The Asking Price can only be changed in agreement with Us and no change shall take effect until it is confirmed by Us in writing. Any change in the Asking Price shall be in our sole discretion. In the event that the Asking Price is expressed to include "offers in the region of" or "OIRO" then the monetary figure alone as inserted in the Authorised Signature Document is deemed to be the Asking Price for the purposes of this Agreement.

3. FEES

3.1 You will pay Us, in accordance with clause 6, either the:

(a) Agreed Fee, as set out on the Authorised Signature Document

Or

(b) Half Fee, which will be 50% of the Agreed Fee as set out at (a) above in the event of any of the circumstances as set out in clause 6.4. PROVIDED ALWAYS THAT the fee payable by You shall never be less than £5,750 plus VAT (the "Minimum Fee") and is exclusive of the Initial Marketing Fee, all Marketing Costs and any Lease Premium charge. In the event that any of the events set out at 6.2(a) – (d) or 6.4(a) – (k) occur, the fee payable by You shall be calculated by reference to the relevant percentage of the Consideration or the Asking Price (whichever is greater) as set out on the Authorised Signature Document.

3.2 LEASE PREMIUM: In the event that a new lease in respect of the Business is negotiated and/or granted to the Vendor or the Purchaser, You shall pay a fee equal to 10% of the current annual rent of the lease plus VAT ("Lease Premium").

3.3 INITIAL MARKETING FEE: You shall pay an Initial Marketing Fee as set out in the Authorised Signature Document as a contribution towards marketing costs. Please note that this Initial Marketing Fee is non-refundable and does not form part of the fees payable under clause 3.1.

3.4 ADDITIONAL MARKETING COSTS: The initial marketing fee is a contribution towards the total marketing costs incurred, at our discretion. Additional marketing packages are available on request and are subject to an additional cost to be agreed. No additional marketing costs that exceed the sum of the Initial Marketing Fee and Completion Marketing Fee will be incurred without prior agreement.

3.5 COMPLETION MARKETING FEE: The fee as set out in the Authorised Signature Document to cover marketing costs incurred in the sale process. This fee is payable upon completion and does not form part of the fees payable under Clause 3.1.

4. APPOINTMENT AND MARKETING

4.1 You hereby appoint Us as your broker with sole selling rights in respect of the sale of the Business and, as such, We will use our reasonable endeavours to sell the Business in accordance with the terms of this Agreement. We make no guarantee to achieve a sale either in whole or in part. We do not accept any liability to refund the Initial Marketing Fee or any other Fees paid by you whether to us or any third party in the event of an unsuccessful sale.

4.2 You hereby instruct Us to prepare and issue Sales Particulars including the placing of the Business on the internet, advertise the Business for sale and subsequently announce the completion of the sale. You consent to Us advertising the completion and value of the sale.

4.3 All aspects of the marketing of the Business (including but not limited to the frequency of advertisements, the choice of publications and the distribution of sales details) shall be conducted by Us in such a manner as We at our sole discretion think fit.

4.4 You hereby consent to details of the Business being circulated to members of Altius Group Limited and they will then also be able to offer the Business for sale at no extra cost to You. There will be no additional cost to You for this service. You consent that details of the Business may also appear on such websites that We deem appropriate at our sole discretion.

4.5 For Sale Boards:

(a) We may erect a "For Sale" board at the Business to assist in the marketing of the Business. Any such "For Sale" board will comply with the Planning Regulations.

(b) We accept liability for any claim arising under the Planning Regulations in connection with the "For Sale" board, unless the action arises as a result of a further "For Sale" board being erected by any other third party. The "For Sale" board will remain at all times our property.

4.6 Your Business Details:

The Business details that We prepare upon the information supplied by You will be provided prior to our marketing of the Business. Under the Property Misdescriptions Act 1991, anything We say or print about the Business must be a provable fact. It is very important that You read these details carefully and let Us know if there is anything that You think should have been included or that is wrong. Please remember that We cannot say anything about the Business that cannot be proved. For example, We cannot say that a property has cavity-wall insulation when there are no guarantees or invoices to show that the work was done. Any alterations You might want to make must meet the requirements of the law. In all cases, the final decision will rest with Us. If You fail to bring any inaccuracy in the Business details to our attention in writing and within 7 days of the details being provided to You, You will be deemed to warrant the details as accurate and You will be liable to indemnify us against any loss arising in consequence of the inaccuracy (see Clause11.5).

4.7 Any representations made by any of Our officers, employees or agents shall not be relied upon by You unless such representation is incorporated into the Agreement in writing and confirmed in writing by Us.

5. TERM

5.1 This Agreement shall commence on the date that this Agreement is signed by You, as stated on the Authorised Signature Document and, subject to clause 5.2, our sole selling rights shall continue for 12 months ("Minimum Period") and at the end of the Minimum Period shall continue until terminated in accordance with clause 8 ("Term").

5.2 You may request Us to put your instructions in relation to the sale of the Business on hold or otherwise instruct Us to suspend the provisions of our services ("Suspension Request"). A Suspension Request must be made in writing and the grant, refusal or any terms of a Suspension Request shall be in our sole discretion. No suspension shall take effect until We have agreed to the Suspension Request in writing, setting out the period of suspension and the terms to which it is subject. If we grant a Suspension Request, the Minimum Period shall be extended by a period equivalent to the time period from the date that the Suspension Request is granted by Us until the time We receive instructions from You to recommence our services. Any such period(s) of extension shall not exceed 3 months in total and in the event that instructions in relation to the sale of the Business are suspended for more than 3 months You shall be liable to pay the Half Fee in accordance with clause 6.4. A Suspension Request can only be made once.

6. PAYMENT OF FEES

6.1 FULL FEE: You will be liable to pay the Agreed Fee to Us, in addition to any other agreed costs or charges including any Lease Premium and Marketing Costs plus any VAT ("Full Fee"), in each of the following circumstances:

(a) If unconditional contracts for the sale of any of the property of the Business are exchanged during the Term (or, in Scotland, unconditional missives for the sale of any property of the Business are concluded), even if the Purchaser was not found by Us but by another agent or by any other person, including yourself; and/or

(b) If unconditional contracts for the sale of any of the property of the Business are exchanged after the expiry of the Term (or, in Scotland, unconditional missives for the sale of any property of the Business are concluded), but to a Purchaser who was introduced to You during the Term or with whom We had negotiations about the Business during the Term.

6.2 You will also be liable to the Full Fee, in the event that any of the following occurs during the Term:

(a) If You part with possession, sell, assign, surrender, transfer, or otherwise dispose of the Business or any part thereof or enter into any agreement to do so (including the exchange of contracts for any real property included in the Business or conclude missives for the same if located in Scotland) including from one part-owner to another and whether for any form of Consideration or otherwise;

(b) In the event that You become insolvent, bankrupt or enter liquidation of administration;

(c) If You refuse or threaten to refuse, whether verbally or in writing, to proceed with the sale of the Business unless we accept an amendment to any of Our fees set out by this Agreement; and/or

(d) If You refuse to proceed with or withdraw from a transaction after You have accepted an offer from a Purchaser and We have issued a Memorandum of Sale.

6.3 If a management agreement, franchise, lease or licence is granted by You during the Term to any person whether introduced by Us or not, We will charge a fee of 4% of the Asking Price subject to the Minimum Fee plus any costs and expenses (plus any applicable VAT) reasonably incurred by Us. Should such person subsequently purchase the Business, the Full Fee shall also be due and payable less any fees already paid.

6.4 HALF FEE: You agree that You will pay Us a fee of 50% of the Agreed Fee or the whole of the Minimum Fee (whichever is the greater) in addition to any other agreed costs or charges including any Lease Premium and Marketing Costs plus any VAT ("Half Fee"), if, during the Term without our prior written approval You:

(a) Offer the Business for sale privately;

(b) Deal privately with any buyer or interested party;

(c) Fail to refer any negotiations to Us to be dealt with;

(d) Subject to Clause 5.2, verbally or in writing withdraw instructions for the sale of the Business from Us or instruct Us to cease the marketing of the Business or to take the Business off the market for any reason whatsoever during the Minimum Period;

(e) Instruct any other third-party agent in connection the sale of the Business or any part thereof;

(f) Do not co-operate with or allow prospective purchasers to view the Business or do not provide any information requested by Us or by a prospective purchaser within 28 days of our written request. For these purposes and for the purposes of (g) and (h) below, 'information' includes but is not limited to certified or audited accounting information, EBITDA or other financial information relating to the Business or any part thereof;

(g) Fail to provide information required by Us in respect of the Business within 28 days of our written request;

(h) Intentionally or negligently provide incorrect, misleading or false information;

(i) Fail to disclose to Us circumstances that could or would prevent or frustrate completion of a sale or in any other way cause a sale of the Business to be frustrated or prevented;

(j) Fail to pay the Initial Marketing Fee on time in accordance with this Agreement or if such payment is not cleared or is countermanded by the bank and/or

(k) If You refuse to proceed with or otherwise take any steps whatsoever to prevent a sale of the Business to any third party who has offered to purchase the Business in a sum equivalent to or greater than the Asking Price.

We each acknowledge that such a sum will represent a fair fee to Us for the work which We will have carried out for You. We shall be entitled to raise an invoice under this clause 6.4 as soon as the relevant circumstances as set out in sub clauses 6.4(a) – (k) become known to Us. In the event that this clause 6.4 applies, in addition to receiving the stated payment, We may at our absolute discretion either terminate this Agreement with immediate effect or alternatively elect to continue to market the Business under the terms of this Agreement and should any of the events detailed in clauses 6.1 - 6.2, subsequently occur We shall be entitled to payment of the balance of the Full Fee in accordance with clauses 6.1 - 6.2.

6.5 For the avoidance of doubt, our fees are payable even if the Purchaser was known to You prior to signing this Agreement (to include any third-party individual(s), corporate entity or other nominee acting for or on behalf of the Purchaser) unless we have expressly agreed in writing on the Authorised Signature Document to exclude any such third party(s) from the scope of this Agreement. It is also payable where the Purchaser is in any way connected to any person(s) introduced to You or with whom We had negotiations during the Term (again to include any third-party individual(s), corporate entity or other nominee acting for or on behalf of the Purchaser).

6.6 Payments: Unless otherwise agreed by Us in writing, payments of our fees, costs and any other charges due and owing shall be made:

(a) Upon exchange of contracts (or, in Scotland, the conclusion of missives) under clause 6.1; or

(b) When the fees are otherwise due and payable under any terms of this Agreement, within 7 days of the provision by Us of an invoice.

You will advise Us with the full name and address of the solicitor You have instructed to act in the sale and will instruct your solicitor to pay to Us the Agreed Fee when it is due in accordance with this Agreement and procure an undertaking to Us from your solicitor to this effect. You will notify Us immediately in the event of a change of solicitor. You shall make all payments due under this Agreement without any deduction by way of set-off, counterclaim, discount, abatement or otherwise.

6.7 Late Payments

(a) If You fail within seven (7) days to pay the invoice, We are entitled to claim interest and charges pursuant to the Late Payment of Commercial Debt (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002. Interest will be charged at 8% above Bank of England base rate from the date monies fall due.

(b) If You do not pay Us any money when due You will indemnify Us for all of our costs, expenses and fees for time expended on work to do with the collection plus the fees, expenses and disbursements of any third parties who We engage to collect the debt from You whether those third parties are a debt collection agency, solicitors or any other party. Our full costs will be payable in accordance with this Clause even if any recovery proceedings are allocated to the Small Claims Track or are otherwise subject to any rule, regulation or Court practice which would otherwise serve to limit the same.

7. SALE OF OTHER PROPERTY

7.1 If We introduce to You any person who buys from You any other business or property other than the Business that is the subject of this Agreement or the shares in any company owning such business or property (whether or not such person also acquires the Business) this Agreement shall equally apply to such sale, and a fee shall be payable in accordance with this Agreement.

7.2 If We are instructed to offer for sale other business/ properties at the same time as this Agreement is entered into and as a result We agree to a reduction in our Agreed Fee but those other business/properties are later withdrawn then our Agreed Fee shall increase to the fees as set out in clause 3.1(a).

8. TERMINATION

8.1 Termination of Agreement: We may terminate this Agreement at any time and in our sole discretion by giving 14 days written notice sent by recorded delivery to You. We may choose to terminate in any of the following instances (without limitation):

(a) We believe the Asking Price to be unrealistic;

(b) You instruct Us to do anything or omit to do anything as required by this Agreement or as We otherwise request which We believe will cause Us to commit an illegal or unethical act, or which could damage our business or reputation;

(c) We exercise our rights under clause 6.4;

(d) You pay the Full Fee in accordance with clauses 6.1 – 6.2;

(e) At the end of the Minimum Term we do not wish in our discretion to continue to market the Business;

(f) You are in breach of any of the terms of this Agreement;

(g) You become insolvent, bankrupt or enter liquidation of administration; or

(h) Upon the death of any individual who has signed this Agreement in the capacity of a sole proprietor of the Business.

8.2 In the event that no Initial Marketing Fee has been paid, You shall pay Us, in addition to any other fees payable, a termination fee of £750 plus VAT if this Agreement is terminated in accordance with its terms.

8.3 Termination of Sole Selling Rights: Unless this Agreement is terminated in accordance with clause 8.1, our sole selling rights can only be terminated in accordance with this clause and if We receive from You 60 days notice in writing after the end of the Minimum Period. No notice is valid unless it is by Royal Mail special delivery and until We acknowledge receipt of it in writing and our sole selling rights will continue until the end date as specified in such acknowledgment. No notice is valid at any time when any third party has offered to purchase the Business in a sum equivalent to or greater than the Asking Price or where a Memorandum of Sale has been issued. Likewise any notice from You shall automatically be void and stand withdrawn if during the notice period any third party offers to purchase the Business in a sum equivalent to or greater than the Asking Price or where a Memorandum of Sale is issued.

8.4 In the event that the Agreement is terminated by Us in accordance with clause 8.1 the Half Fee shall become payable by You.

9. DEPOSIT

9.1 You authorise Us to receive deposit monies from prospective purchasers in advance of exchange of contracts (or, in Scotland, the conclusion of missives) and to deduct any fees, charges or costs to which We are entitled pursuant to this Agreement from any such deposit.

10. OTHER SERVICES

10.1 Ancillary Services: We each acknowledge and agree that We may introduce You to providers of ancillary services such as but not limited to mortgages, financial services, business planning, surveys, insurance, legal services, accountancy and stock-taking as part of the assistance provided to You or the Purchaser to enable the sale of the Business to proceed. We will tell You if We or any connected person earns a commission from these introductions and it is hereby agreed that We or any connected person shall be entitled to retain any such commission.

10.2 Tax or Other Savings: We may be able to provide a service whereby the sale of the Business is structured in a way that provides a tax saving or other savings to You. The provision of any such service and the fees payable by You to Us for the same does not form part of this Agreement and will be the subject of a separate written agreement.

10.3 Information Memorandums: As part of our service, and subject to payment of an additional fee to be agreed, We will prepare an information memorandum in respect of the Business. We shall not be liable for any delay or failure to perform this service as a result of a failure by You to provide Us with any requested information within 28 days of a written request by Us.

11. GENERAL AND PERSONAL GUARANTEE

11.1 Signatories: The person(s) signing this Agreement are signing in their capacity of, or as a duly authorised representative of, the owner(s) of the Business. If the Vendor is a limited company or a limited liability partnership , the person(s) signing this Agreement are signing in their capacities as directors and/or duly authorised representative of the Vendor, and are also signing in a personal capacity and agree (jointly and severally if more than one signatory) by way of personal guarantee of the Vendor(s) obligation to pay Us any sums due from You which You fail to pay, whether such failure be due to insolvency or for any other reason whatsoever. The signatories to this Agreement warrant and represent that they are entitled to appoint Us as broker in relation to the sale of the Business and that decisions and/or instructions given to Us by the signatories to this Agreement or by their legal representatives are given on behalf of, and with full authority from, the Vendor(s).

11.2 Offers: We agree to pass to You all offers in relation to the Business received as quickly as is practicable and these will be confirmed in writing. A written or computerised record of all offers We receive will be kept (including the date and time such offers were received and your response). This record will be available to You on written request. You must inform Us immediately in writing of all enquiries or discussions which You may have with any prospective purchaser(s) which are not made via Us.

11.3 Relationships: You confirm that You are not aware of any personal, family or business relationship which exists between yourself and Us or any person or business associated with Us and You undertake to advise Us immediately in writing if You become aware of any such relationships.

11.4 Confidentiality: You agree to keep the existence and the contents of the Agreement (and any other matter ancillary to It) confidential and You shall not make any announcement in relation to this Agreement or otherwise publicise its existence or its contents, unless permitted to do so in writing by Us or You are required to do so by any applicable law or regulatory requirement.

11.5 Accurate Information: You warrant that all information supplied by You to Us is, and continues to be, full, complete and accurate and is not in any way misleading. You will indemnify Us against any and all liability, loss, damage, costs and expenses (including but not limited to any liability We may incur due to your failure to correct information in accordance with clause 4.6) arising out of or connected to a claim by any third party as a result of any inaccuracy in any such information and any misleading information. This indemnity relates to any information supplied to Us, including but not limited to, any accounting information, any information in relation to title to fixture, fittings, chattels and contents, any information in relation to tenure of properties and any information in relation to staff and terms of employment.

11.6 Changes: You will advise Us immediately in writing if any aspect of the sale particulars, including the details of the trading performance of the Business, is or later becomes inaccurate or misleading in any way, and in particular will provide Us and keep Us updated with all information required by Us to market the Business. Where We require additional information from You under this Agreement this must be provided as soon as possible and in any event within 28 days of request being made by Us. In the event that you fail to provide such additional information within 28 days of request then we reserve the right to cease marketing the Business until such additional information is provided. If we choose to exercise this right, the Minimum Periodshall be extended by a period equivalent to the time period from the date that the We notify you that we are exercising this right until the time We receive the additional information requested. For the avoidance of doubt, the exercise of this right by Us will be without prejudice to the liability for You to pay the Half Fee under clause 6.4(g) which will also arise.

11.7 Severability: If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.

11.8 Rights Cumulative: Each of our rights or remedies under this Agreement is without prejudice to any other right or remedy whether under this Agreement or not.

11.9 Waiver: Failure or delay by Us to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

11.10 Third Parties: We agree that We do not intend any terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

11.11 Amendments: Save as expressly provided in this Agreement, no amendments or variations of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

11.12 Law of Agreement: This Agreement will be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Agreement, its subject matter, negotiation or formation will be determined in accordance with English law. Each party irrevocably submits to the exclusive jurisdiction of the English courts in relation to all matters (including non- contractual matters) arising out of or in connection with this Agreement.

11.13 Notices: All notices from both parties to this Agreement required to be sent hereunder shall be sent by first class recorded delivery post in your case to Kings Business/Kings Commercial, Eaves Brook House, Navigation Way, Preston, PR2 2YP, Company Number 6540680, marked for the attention of the General Manager and in our case to the address (or, if applicable, to any one of the addresses) set out on the Authorised Signature Document.

11.14 Liability:

(a) You hereby acknowledge that our sole duty to You under this Agreement is to use our reasonable endeavours to sell the Business and that You are responsible for seeking your own independent valuation and advice relating to the sale, therefore whilst We may provide opinion on these matters, We, our employees or agents will be under no liability howsoever caused in respect of any such opinions given by Us either prior to or during the term of this Agreement.

(b) We shall not be liable to You for any loss of profit, business opportunity or business review or any indirect, consequential or special losses arising out of or in connection with this Agreement. Our maximum aggregate liability to You under and/or in connection with this Agreement (whether in contract, tort or otherwise) shall not exceed 50% of the Initial Marketing Fee.

(c) We shall not be liable for any adverse costs, claims or demands made against You by any third party(s) whatsoever as a result of Us providing our services under this Agreement.

(d) We shall not be considered liable nor to be in breach of the Agreement should the performance of Our services be hindered by such circumstances beyond our reasonable control, including but not limited to acts of God, strikes, accidents, war, equipment failure, data corruption or any other such circumstance and the Minimum Period shall be extended by a period equivalent to the time period from the date that such circumstances arise until the date on which it or they end.

(e) Nothing in this Agreement shall limit or exclude liability for death or personal injury caused by negligence, for any fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by law.

11.15 Discrimination: We will not discriminate against any person under the definition of The Sex Discrimination Act 1975, The Race Relations Act 1976 or the Equality Act 2010. We will not discriminate, or threaten to discriminate against any prospective purchaser of the Business because that person is not, will not be, or is unlikely to be accepting services that We will (directly or indirectly) provide.

11.16 Data Protection / GDPR: We are registered under the Data Protection Act 2018 and we will comply with the requirements of that Act and our obligations under the General Data Protection Regulations by holding and processing your personal data in accordance with Our Privacy Policy which can be found on Our website www.businessbuyers.co.uk.

11.17 Credit Referencing: We reserve the right to undertake checks and searches on You with credit/referencing agencies without reference to You or the Vendor at any time following execution of this Agreement. By signing the Authorised Signature Document You consent to these checks and searches taking place.

11.18 Energy Performance Certificates: It is the responsibility of the Vendor to commission an EPC before the marketing by us of any property to be sold as part of the Business for provision to all prospective buyers/tenants. You will provide Us with evidence on our request that an EPC has been commissioned before we commence to market the Business and (unless otherwise agreed by Us in writing) You undertake to provide a copy of the EPC to Us within seven (7) days of Us commencing to market the Business. Failure to provide an EPC so requested will be grounds for Us to terminate this Agreement pursuant to clause 8.1 and to recover from You the Half Fee payable under clause 6.4.

11.19 Anti-Money Laundering: You must provide Us with a copy of Your passport or photo driving licence, together with a recent utility bill in order that We may verify Your identity before we provide any services to you under this Agreement. We may undertake a search with third parties including, but not limited to, Experian for the purposes of verifying your identity. Such third parties may check details supplied against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.

11.20 This Agreement is personal to You and You shall not assign or transfer to any other person or entity or all of Your rights and obligations under this Agreement. We may at any time assign or transfer to any member of the Altius Group any or all of Our rights and obligations under this Agreement.

End.

Audit Trail

Document Details

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