

Dated

SHARE PURCHASE AGREEMENT

[Name of t

[Buyer]

[Seller]



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- Buyer board mi



SHARE PURCHASE AGREEMENT

DATED

Between:

1. *If a company:* [FULL COMPANY NAME], a company incorporated in England and Wales with company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] *OR If an individual:* [NAME] of [ADDRESS] (the **Buyer**); and
2. [FULL COMPANY NAME], a company incorporated in England and Wales with company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] *OR* [NAME] of [ADDRESS] (the **Seller**).

INTRODUCTION

- A. The Company is a company incorporated in England and Wales with company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Company**).
- B. The Seller is a company incorporated in England and Wales with company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Seller**).
- C. The Buyer is a company incorporated in England and Wales with company number [NUMBER] and whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Buyer**).

AGREED TERMS

1 Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following definitions apply:
 - Accounting Period** means the period ended on [DATE] as shown in the cash flow account of the Company for that period.
 - Agreed Terms** means the terms of the Share Purchase Agreement.
 - Business Day** means a day which is not a public holiday in London.
 - Claim** means a claim for damages or compensation.
 - Company** means the Company as defined in Clause 1.1.
 - Company Documents** means the Memorandum and Articles of Association and the Statutory Register of Members of the Company.
 - Confidential Information** means information relating to the business, customers, financial affairs, assets and liabilities of the Company.
 - Consideration** means the amount specified in Clause 3.1.
 - Control** of a person means, directly or indirectly:

Confidential Information means information relating to the business, customers, financial affairs, assets and liabilities of the Company.

Consideration means the amount specified in Clause 3.1.

Control of a person means, directly or indirectly:

- (a) the ownership of more than 50% of the shares in issue or other equity interests or capital of such person; or
- (b) the power to direct the management or policies of such person, whether through ownership of voting rights relating to such person, through the ability to appoint a majority of the board of directors or equivalent governing body of such person, through contractual arrangements or otherwise,

and **Controlled** and **Controlled by** shall be construed accordingly.

Disclosure means any disclosure of information and details of the financial position of the Company in detail to the Buyer and the Seller in connection with the matters mentioned in clause 1.1.

Disclosure means any disclosure of information from the Seller to the Buyer and the Seller, together with the matters mentioned in clause 1.1.

Encumbrance means any mortgage, charge, lien, pledge, retention, security interest, or other encumbrance, whether or not priority of such encumbrance is granted by a court of law, which has an effect on the enforceability of the agreement; and

(b) any other encumbrance of first offer, whether or not such encumbrance is granted by a court of law.

Group means the Company and its wholly owned subsidiaries, from time to time, and its holding company and its holding company's wholly owned subsidiaries.

Law means any law, statute, rule, regulation, ordinance, decree, or order of a court of law, or any other legal instrument.

Legal Authority means any authority of a national, municipal or local government, court, tribunal, or regulatory body or authority, including any authority of a court of law, or any other legal instrument, for the purposes of taxation, or any other legal instrument, for the purposes of domestic law.

Licence means any licence, permit, or other authority, or any other legal instrument, for the purposes of the agreement, or any other legal instrument, for the purposes of the agreement.

Management means any officer, employee, agent, professional adviser or banker of, or provider of debt or equity funding to, any person.

Parties means the Company and the Seller, and includes any person acting on behalf of either of them.

Representative means any officer, employee, agent, professional adviser or banker of, or provider of debt or equity funding to, any person.

Sale Shares means [NUMBER] [ordinary] shares of £[PAR AMOUNT] each in the issued capital of the Company.

Tax means:

(g) **connected** has the same meaning as in sections 1122 and 1123 of the Corporation Tax Act 2010);

(h) **directly or indirectly** means directly or indirectly through one or more intermediate persons or through contractual or other arrangements and **direct or indirect** shall be construed accordingly;

(i) **include, including** and **in particular** are to be construed as illustrative and not so as to limit the scope of any word, definition, phrase or term preceding them;

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5 Warrantes

5.1 Subject only to the matters Disclosed and to any exceptions expressly provided for in this Agreement including those in Clause 8, the Seller warrants to the Buyer that each Warranty is true, accurate and not misleading at the date of this Agreement.

5.2 The Seller acknowledges that the Buyer has been induced to enter into this Agreement and to buy the Sale Shares in reliance upon the Warranties.



5.3 Each Warranty is a separate and independent warranty and, save as expressly provided otherwise in this Agreement, no Warranty shall be limited by any other Warranty or by the other terms of this Agreement.

5.4 Where a Warranty is qualified by the expression **so far as the Seller is aware** or a similar expression, it shall be deemed to be given to the best of the knowledge, information and belief of the Seller, [each director of the Seller] and [NAME OTHER INDIVIDUALS WITH RELEVANT KNOWLEDGE] after each has made all due and reasonable enquiries.

5.5 Save as otherwise expressly provided in this Agreement, the Seller shall have no liability in respect of any Warranty Claim unless the Buyer has any actual or constructive knowledge of the facts giving rise to the claim at the time the relevant Warranty is made.

5.6 The Buyer shall be deemed to have accepted the Seller's representations and warranties and shall survive the completion of the Transaction.

6 Tax Co

The Seller shall indemnify the Buyer, and the Buyer shall indemnify the Seller, in respect of any tax liability incurred by either of them in connection with the Transaction.

7 [Inden

7.1 The Seller shall indemnify the Buyer, and the Buyer shall indemnify the Seller, for a sum equal to the amount of any tax liability incurred by either of them in connection with the Transaction, together with any interest, penalties and other charges payable in respect of such liability, and any loss of profit or other benefit suffered by either of them as a result of such liability.

(a) The Seller shall indemnify the Buyer for any tax liability incurred by the Buyer in connection with the Transaction.

(b) The Buyer shall indemnify the Seller for any tax liability incurred by the Seller in connection with the Transaction.

8 Limitat

8.1 This Clause shall apply to the extent that the Seller's liability under Clause 7 is limited by the Seller's net assets at the time of the Transaction, but shall not be limited by the Seller's net assets at the time of the Transaction.

(a) The Seller shall not be liable for any tax liability incurred by the Buyer in connection with the Transaction.

(b) The Buyer shall not be liable for any tax liability incurred by the Seller in connection with the Transaction.

8.2 The Seller shall not be liable for any tax liability incurred by the Buyer in connection with the Transaction unless the Buyer has given the Seller written notice of the nature of the claim in respect of such liability.

(a) The Seller shall not be liable for any tax liability incurred by the Buyer in connection with the Transaction unless the Buyer has given the Seller written notice of the nature of the claim in respect of such liability.

(b) The Buyer shall not be liable for any tax liability incurred by the Seller in connection with the Transaction unless the Seller has given the Buyer written notice of the nature of the claim in respect of such liability.

8.3 The aggregate maximum liability of the Seller for all and any Claims when taken together shall be an amount equal to the Consideration.

8.4 The Buyer:

(a) shall not be entitled to recover any amount in respect of any Warranty Claim unless the amount of such Warranty Claim (together with any connected Warranty Claims)

(c) at any time during the period of [24 months] following Completion, in connection with any business which competes with the Business, deal with or solicit the customer of any person who is at Completion, or who was at any time during the 12 months before Completion, a supplier of goods or services to the Company;

(d) at any time during the period of [24 months] following Completion, employ, engage or induce, or seek to employ, engage or induce to leave the service of the Company, any person who is at Completion, or who was at any time during the 12 months

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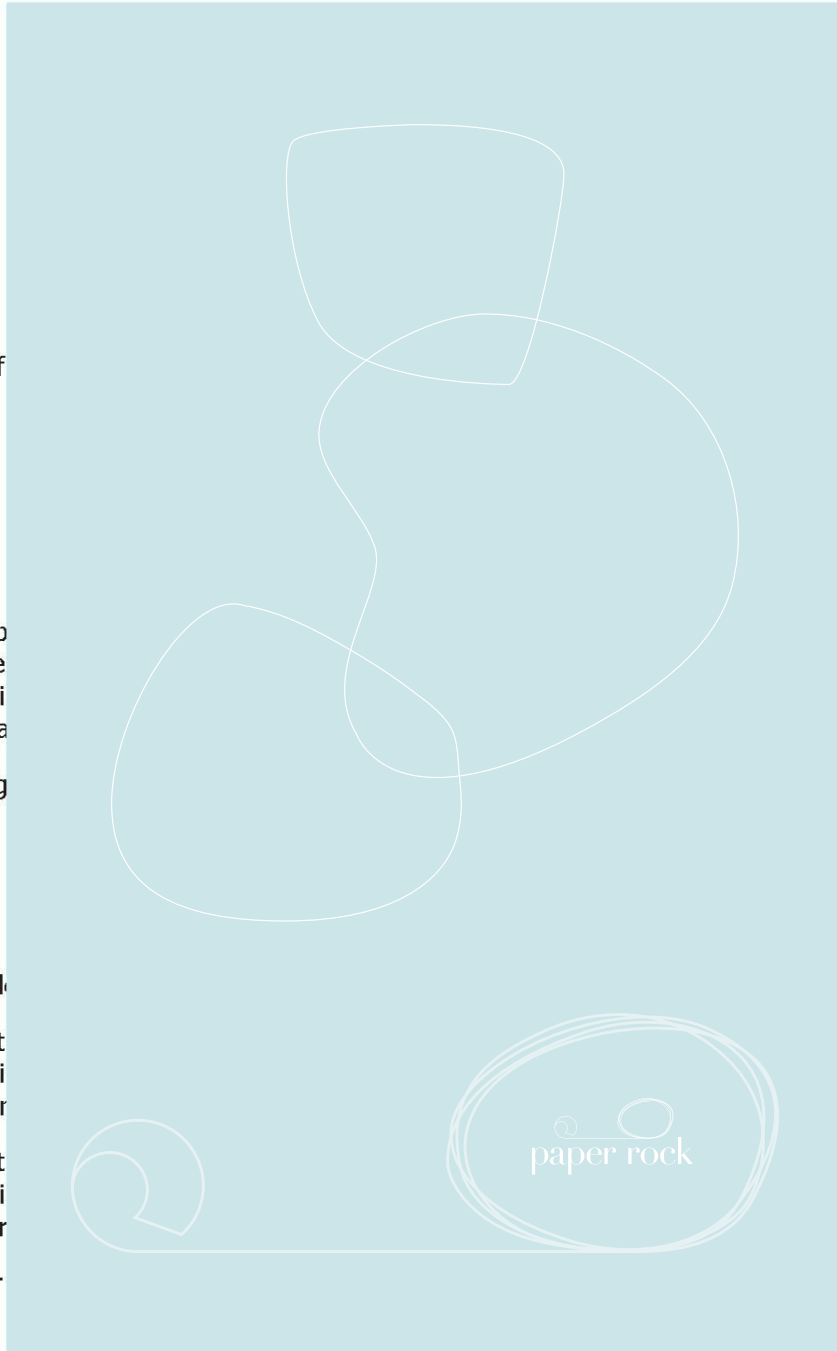
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(b) subject to Clauses 10.4 and 10.5, a Party is required to disclose by Law, by the rules of any recognised stock exchange or by any Government Authority;

(c) a Party discloses to any of its Representatives who need to know such information for the purposes of advising in relation to this Agreement and provided that the Party

informs any such Representative that such information is confidential and requires such Representative to keep it confidential; or

(d) in the case of the Buyer only, the Buyer discloses to a proposed purchaser of, or investor in, the Buyer or the Company.

10.4 Prior to a Party disclosing information pursuant to Clause 10.3(b) and to the extent permitted by applicable Law, that Party shall:

(a) [Redacted] confidential information;

(b) [Redacted] instances to disclose such Information

(c) [Redacted] applicable Law with

10.5 To the extent permitted by applicable Law, the Party disclosing information shall inform the other Party prior to disclosure of the nature and substance of the information to be disclosed as soon as practicable.

11 Announcements

11.1 Subject to Clause 11.2, the Parties shall not make any public disclosure of the information concerning the subject matter of this Agreement, or any material information with respect to the subject matter of this Agreement, which is not disclosed in accordance with Clause 10.3, or which is otherwise confidential information, without the prior written consent of the other Party, unless such disclosure is required by applicable Law, or is otherwise required by Law, by authority of a court of competent jurisdiction, or by a regulatory authority.

11.2 Clause 11.1 shall not apply to:

(a) information that is required to be disclosed by applicable Law, or by a regulatory authority, or by a court of competent jurisdiction;

(b) information that is disclosed in accordance with Clause 10.3(a); or

(c) information that is disclosed by applicable Law, or by a regulatory authority, or by a court of competent jurisdiction.

11.3 Prior to the disclosure of information pursuant to Clause 11.2, the Party disclosing information shall (to the extent permitted by applicable Law) inform the other Party of the nature and substance of the information to be disclosed as soon as practicable.

12 Entire Agreement

12.1 The Agreement shall constitute the entire agreement between the Parties relating to the subject matter of this Agreement, and shall supersede all other agreements, understandings, arrangements or understandings (whether in writing or not) between the Parties relating to its subject matter.

12.2 Each Party acknowledges that it, in entering into this Agreement, it has not relied upon and shall have no remedy or right of action (including the right of rescission or termination) in respect of any statement, representation, warranty or promise that is not set out in this Agreement.

12.3 This Clause 12 shall not exclude liability for fraud or fraudulent misrepresentation.

13 Further Assurance

The Seller shall (at the reasonable request of the Buyer from time to time and at the Seller's cost) execute and deliver such documents and do such other acts as may be required to give effect to the transaction effected by this Agreement.

14 Assignment

14.1 Subject to Clause 14.3, this Agreement is personal to the Parties and no Party may:

- (a)
- (b)
- (c)
- (d)

14.2 Any purported assignment in contravention of this Clause 14.1 shall be null and void.

14.3 The Buyer may:

- (a)
- (b)
- (c)

15 Variations

No variation of this Agreement shall be made unless it is in writing, signed by both Parties (including email) and countersigned by the Seller.

16 Waivers

16.1 No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by both Parties.

16.2 No omission to comply with any provision of this Agreement shall operate as a waiver of any right or remedy available to the Buyer under this Agreement.

16.3 The rights and remedies of the Buyer under this Agreement shall be cumulative and in addition to all other rights and remedies available to the Buyer.

17 Severance

17.1 If any provision of this Agreement (or any part of any provision) shall be held to be illegal, invalid or unenforceable, the remainder of this Agreement shall remain in force.

17.2 If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted or modified, that provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.



18 Costs

Each Party shall bear its own costs incurred in relation to the preparation, negotiation and performance of this Agreement.

19 Notices

19.1 A notice or other communication given under this Agreement:

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(c)

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19.2 The add

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19.3 A notice

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(d)



the date of

provide 19 is not within
business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public
holiday in the place of deemed receipt), such notice shall be deemed to have been received
when business next starts in the place of deemed receipt.

19.4 To prove service, it is sufficient to prove:

(a) in the case of delivery personally or by courier, that the notice was received at the
address of the relevant Party stated above;

- (b) in the case of delivery by email, that the notice was sent by email to the email address of the relevant Party stated above; or
- (c) in the case of delivery by post, that the envelope containing the notice was properly addressed to the relevant Party and posted.

19.5 This Clause 19 does not apply to the service of any proceedings or other documents in any legal action.

20 Third parties

20.1 Save as otherwise provided in the Contracts, this Agreement shall be binding on the Parties and its terms shall not be subject to any variation by any third party. (Rights reserved)

20.2 Clause 19 shall not apply to the service of any proceedings or other documents in any legal action on the Seller.

20.3 The Parties agree that the terms of this Agreement shall not be subject to any variation by any third party.

21 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute the same agreement having the same effect as if the same were a single instrument.

22 Governing law

22.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales (non-contractual) and shall be governed by the law of England and Wales.

22.2 The Parties agree to submit to the jurisdiction of the courts of England and Wales in connection with this Agreement and to accept the jurisdiction of those courts to settle any dispute arising in connection with this Agreement.

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



Schedule 1 – the Company

Name: [NAME] Limited

Registered number: [NUMBER]

Date of incorporation: [DATE]

Registered office: [ADDRESS]

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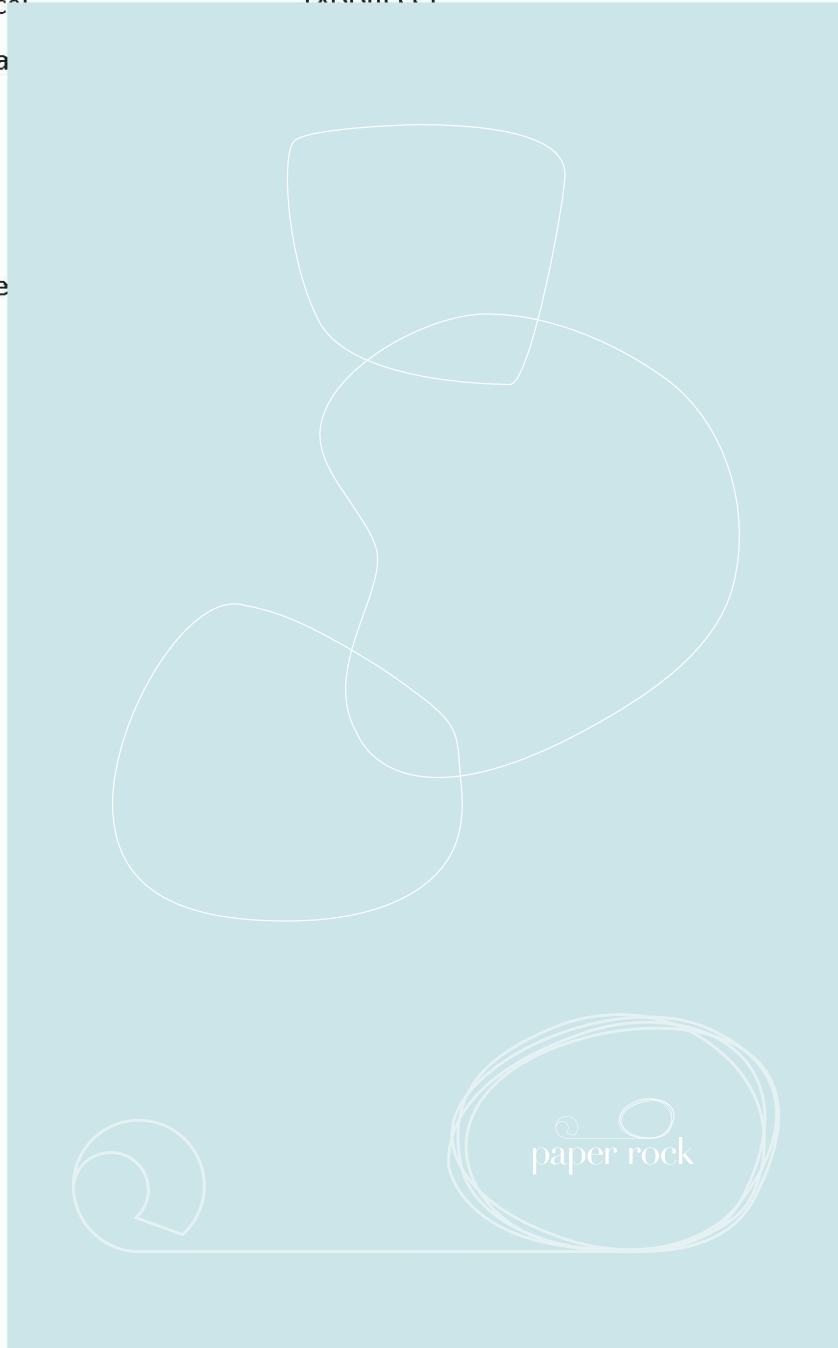
Directors:

Secretary

Accounting refe

Auditors:

Charges:




Schedule 2 – Completion

1 Obligations of the Seller

1.1 At Completion, the Seller shall deliver to the Buyer:


(a) a transfer of the Sale Shares, in the agreed form, executed by the Seller in favour of the Buyer;


(b)  Seller or an
Seller in favour


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(d) ] and [NAME]
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(i) NEW EMPLOYMENT AGREEMENTS WITH THE SELLER OR ANY OF ITS DIRECTORS OR ANY KEY EMPLOYEE OF THE COMPANY;

(ii) REPAYMENT OF ANY SHAREHOLDER OF DIRECTORS' LOANS;

(iii) REPAYMENT OF BANK LOANS AND RELEASE OF ANY SECURITY HELD BY ANY PROVIDER OF FINANCE TO THE COMPANY;

- (iv) RELEASE OF ANY GUARANTEE GIVEN BY THE SELLER OR ANY OTHER PERSON IN RESPECT OF THE COMPANY'S OBLIGATIONS;
- (v) RELEASE OF ANY GUARANTEE GIVEN BY THE COMPANY IN RESPECT OF THE SELLER'S OBLIGATIONS;
- (vi) ANY SHAREHOLDER OR THIRD PARTY CONSENTS;]

1.2 The Seller shall procure that a board meeting of the Company is held at which resolutions are passed,

- (a) the Sale Shares
- (b) 1.1(d) as
- (c) d of [NAME] as
- (d) DDRESS].

2 Obligations

2.1 At Completion

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- (b) ely available
the Seller to
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5.3 A complete and accurate copy of the Management Accounts is in the Disclosure Bundle. The Management Accounts:

- (a) were prepared in a manner consistent with that adopted in the preparation of the Accounts;
- (b) are not inaccurate or misleading in any material respect;
- (c) give a fair view of the financial position, assets and liabilities and income and they were
- (d) ms.

6 Change

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- (a) normal course
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- (f) tribution or
- (g) or executive; employees; or its employees;
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- (i) of business in
- (j) proposal of any an amount in
- (k) ction or loss.

7 Borrowings and financial

7.1 The Disclosure Letter contains full details of all borrowings or overdraft facilities of the Company.

7.2 The Company is not in breach of the terms of any borrowing or overdraft facility and none of them will be terminated as a result of the entry into of this Agreement and/or Completion.

- 7.3 The Company has not given any guarantee, indemnity or other assurance in respect of the obligations of any other person.
- 7.4 No person has given any guarantee, indemnity or other assurance or granted any Encumbrance in respect of the obligations of the Company.
- 7.5 The Company has not lent any money to any person which has not been repaid in full.

8 Contracts

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- 8.3 No party to any material contract:
 - (a) is in breach of such Material Contract;
 - (b) has given or made any threat or claim of any default or dispute under such Material Contract; or
 - (c) has given or received notice of termination or non-renewal or intended termination or non-renewal of such Material Contract.

9 Compliance

9.1 The Company has at all times carried on its business and affairs in compliance with all applicable Law.

9.2 The Company has at all times;

(a) obtained and maintained all Licences necessary for the carrying on of its business and affairs; and

(b)

and no circumstances any such

9.3 There is no and affairs such in

10 Litigation

10.1 The Company has no pending or threatened arbitration or litigation

10.2 No Litigation circumstances

11 Assets

11.1 The Company has no other assets or interests in any other assets or interests subsequent to the date of Completion

11.2 The fixed assets used in the business

(a)

(b)

(c)

11.3 The stock of the Company is sufficient for the needs of its business as currently carried on and is not expected to require replacement, material repair or additions within the period of 6 months following Completion.

11.4 The computer system used in the business

(a) is in good condition and working order, fair wear and tear excepted;

(b) is sufficient for the needs of its business as currently carried on and is not expected to require replacement, material repair or additions within the period of 6 months following Completion.

11.5 The Company has obtained all Licences from third parties necessary for the lawful use of the Computer System in its business.



12 Insurance

12.1 The Company has, and has at all material times had, existing valid insurance policies against all liabilities, risks and losses against which a person carrying on the same business as the relevant Group Company would normally insure against.

12.2 In relation to the insurance policies of the Company outstanding at Completion:

(a) true and accurate copies of them are contained in the Disclosure Bundle;

(b)

(c) which might result

12.3 Details of [three y e period of e Bundle.

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13.1 In this p and, including patents, trade se ts to sue for passing trade se al information, each case:

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(a) it is valid, subsisting and enforceable and in full force and effect;

(b) its use does not infringe, and has not infringed, the IPR of any other person;

(c) there are no restrictions on it that would restrict its use and exploitation by the Company;



- (d) all amounts for its development, acquisition or registration have been paid in full and there are no obligations to pay any royalty, fee, compensation or other amount with respect to its development, acquisition or use;
- (e) it is not being infringed by any person; and
- (f) no person is making, or has made, any claim, challenge or opposition with regard to its ownership or use by the Company.

13.5 The Company shall ensure that the Company is able to carry on its business.

14 Employment

14.1 In this part of the Agreement:

- (a) "Company" means the Company;
- (b) "Client" means a client or customer of the Company.

14.2 The Disclosure Letter shall disclose the following information where the Worker's salary exceeds £[AMOUNT]:

- (a) the Worker's name;
- (b) the Worker's position;
- (c) the Worker's date of commencement of continuous employment with the Company;
- (d) the Worker's date of termination of employment with the Company and the notice periods; and
- (e) the Worker's salary;
- (f) the Worker's benefits;
- (g) the Worker's pension arrangements;
- (h) the Worker's other employment.

14.3 The Disclosure Letter shall also disclose the following information where the Worker's salary exceeds £[AMOUNT]:

- (a) the Worker's name;
- (b) the Worker's position;
- (c) the Worker's date of commencement of continuous employment with the Company;

14.4 [Every Disclosure Letter shall be prepared in accordance with the standard form of Disclosure Letter set out in the Schedule under paragraph 14.3.]

14.5 The Disclosure Letter contains details of each Worker and the complete and accurate copies of the contracts under each Worker provides services to the Company.

14.6 All amounts due to be paid by the Company to or in respect of any Employee or Worker have been paid.

14.7 The Company has deducted and/or paid to any applicable Tax Authority all Tax in respect of the Employees and any Worker.

14.8 No amount has been agreed or promised to be payable by the Company to an Employee or Worker as a consequence of:

(a) Completion;

(b) a change of Control of the Company; or

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leaving service, death, disability, illness or injury for or in respect of any Relevant Employee; and

(c) **Relevant Employee** means any current or former employee or officer of the Company.

15.2 The Pension Scheme[s] [is] [are] the only arrangements under which the Company has or may have any obligation or liability to provide or contribute towards any Relevant Benefits.



15.3 The Company has not made any announcement or proposal or given any undertaking with regard to the introduction, increase or improvement of any Relevant Benefits.

15.4 The Disclosure Letter sets out accurate details of the Pension Scheme[s], including:

- (a) copies of the governing documents, plan documents and explanatory literature; and
- (b) details of all Relevant Employees who are members, including the contribution obligations of the Company

15.5 The Company shall comply with all obligations as required by the Pension Scheme[s]

15.6 The Company shall ensure that the Pension Scheme[s] are operated in respect of the Company in accordance with the terms of the Pension Scheme[s]

15.7 The Company shall ensure that the Pension Scheme[s] are operated in accordance with the terms of the Pension Scheme[s] as an employer

16 Real Property

16.1 In this part of the Disclosure Letter:

- (a) **Freehold** means any property owned by the Company;
- (b) **Leased** means any property which is leased to the Company;

16.2 The Disclosure Letter shall set out:

- (a) details of all Freehold and Leased property owned by the Company;
- (b) details of all Freehold and Leased property which is leased to the Company;
- (c) details of all Freehold and Leased property which is leased by the Company;

16.3 The Disclosure Letter shall set out details of all agreements and arrangements entered into by the Company in relation to Freehold and Leased property owned by the Company, including:

16.4 The Disclosure Letter shall set out details of all agreements and arrangements payable by the Company in relation to Freehold and Leased property owned by the Company, including:

16.5 The Company shall ensure that all Freehold and Leased property owned by the Company is free from all encumbrances, including mortgages, charges, liens, and other interests, in all respects.

16.6 The Company shall ensure that all Freehold and Leased property owned by the Company is free from all encumbrances, including mortgages, charges, liens, and other interests, in all respects.

16.7 No person shall be entitled to claim any interest in any Freehold or Leased property owned by the Company.

16.8 The Company shall ensure that all Freehold and Leased property owned by the Company is free from all encumbrances, including mortgages, charges, liens, and other interests, in all respects.

16.9 The Company shall ensure that all Freehold and Leased property owned by the Company is free from all encumbrances, including mortgages, charges, liens, and other interests, in all respects.

16.10 The Company has fully complied at all times with the covenants and other obligations on its part contained in the lease or related documents of any Leasehold Property.

17 Tax

17.1 The Company has:

- (a) complied in full with all Laws relating to Tax;
- (b) maintained and possesses full and accurate records of all matters relating to Tax in accordance with applicable Law;
- (c) made within the requisite time periods all filings, computations, returns, submissions, elections and other notifications to any Tax Authority as required by applicable Law, each of which:

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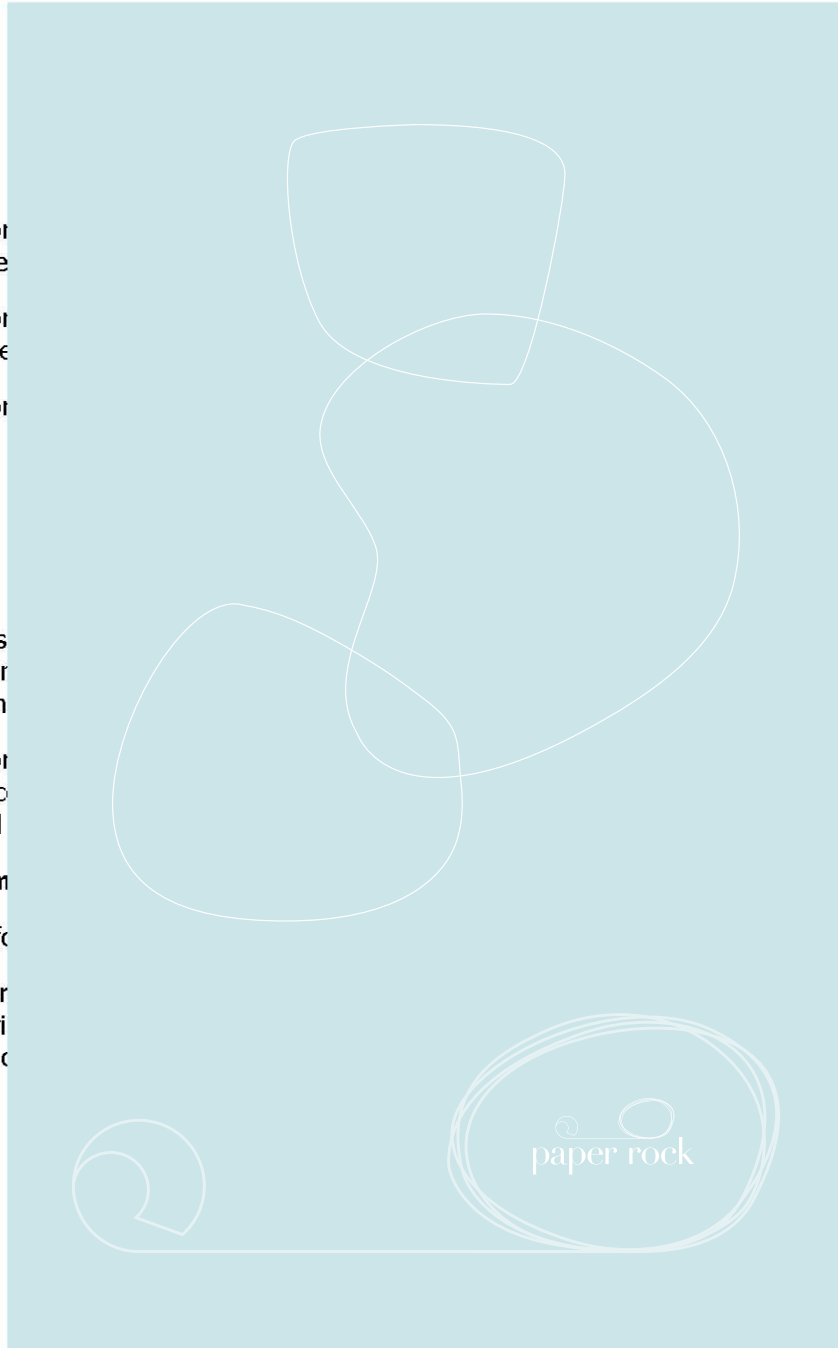
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Schedule 4 – Tax Covenant

1 Definitions and Interpretation

1.1 In this Agreement:

Accounts Relief means any Relief (including the right to a repayment of Tax) that has been shown as an asset in the Accounts.

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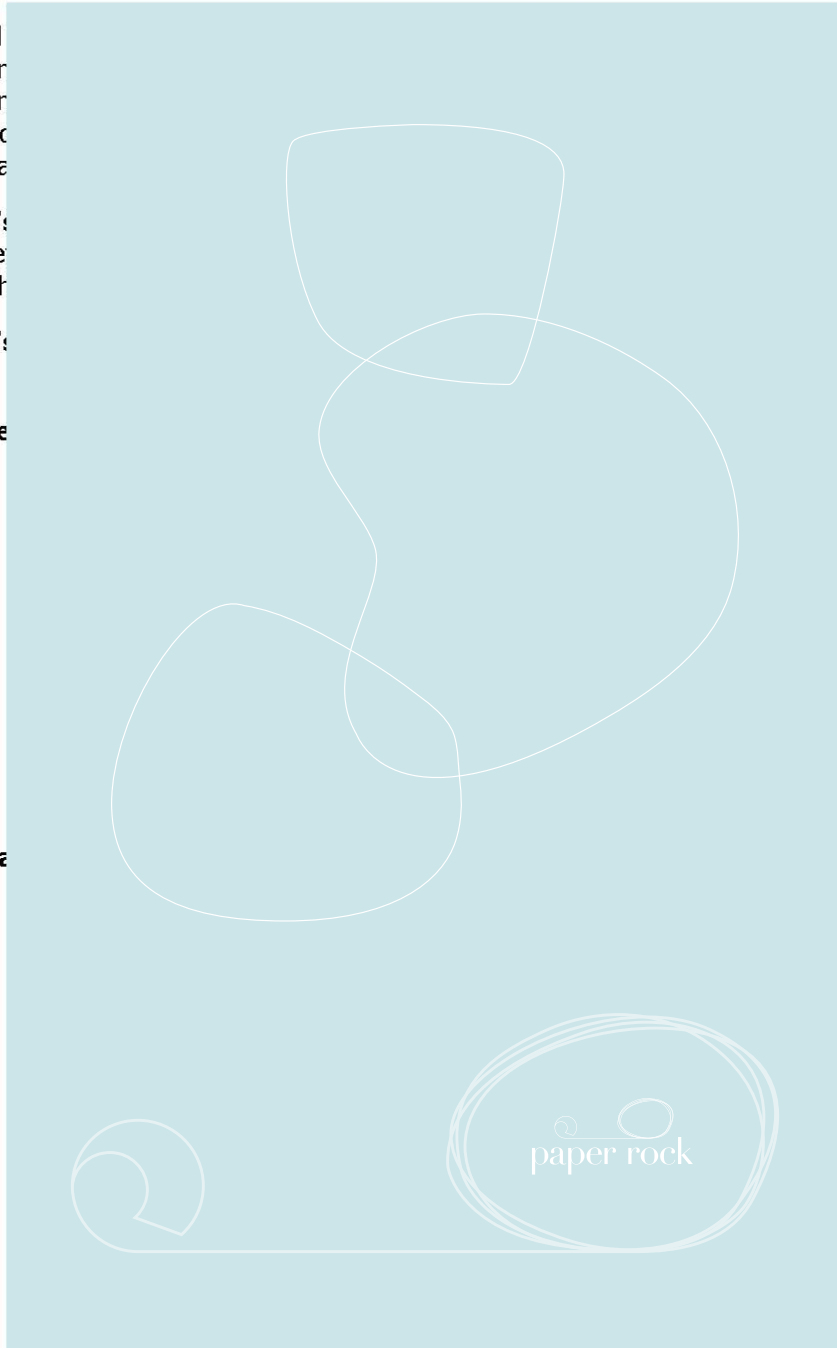
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(c) where a Tax Covenant Claim is made in respect of the utilisation or set-off of a Buyer's Relief, the later of the fifth Business Day after the date on which the Tax in question would have arisen but for such utilisation or set-off and the fifth Business Day after demand is made for such amount to be paid,

and so that where the Seller is liable to make any payment under any Tax Covenant Claim the date for payment of which is not determined above, the Seller shall pay to the Buyer the

amount in question on the fifth Business Day after demand is made for such amount to be paid accompanied by reasonable evidence that the amount demanded is properly due.

Event means any event, circumstance, dealing, state of affairs, expiry of any time period, act, default, omission or occurrence of any nature whatsoever whether or not the Company is a party to it, failure, omission, payment or transaction, whether actual or deemed for the purposes of any Tax Legislation, and in particular:

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2 Tax Covenant

2.1 Subject as provided in this Agreement, the Seller covenants with the Buyer to pay to the Buyer an amount or amounts equal to:

- (a) any Actual Tax Liability of the Company arising as a result of, in respect of, or by reference to:

- (i) any Event occurring on or before Completion;
- (ii) any income, profits or chargeable gains earned, accrued or received on or before Completion; or
- (iii) the grant, exercise, release, vesting, variation or cancellation at any time of a right acquired before Completion to acquire securities or an interest in securities;

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- (g) any reasonable costs and expenses suffered or properly incurred by the Buyer or the Company or any member of the Buyer's Tax Group in connection with any such liability or amount as is referred to in paragraphs 2.1(a)-(f) (inclusive) for which the Seller is liable or in successfully taking or defending any action under this Schedule or the Tax Warranties (to the extent not already taken into account in any settlement or award of damages).

3 Limitations

3.1 The Seller shall not be liable for a Tax Covenant Claim or a Tax Warranty Claim to the extent that:

- (a) specific provision or specific reserve was made for such liability in the Accounts;
- (b) the Tax Liability was discharged on or before Completion and the discharge of the Tax Liability was reflected in the Accounts;
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- (i) such liability is a liability for interest or penalties which would not have arisen or is increased as a result of, or could have been avoided or reduced but for a failure by the Buyer or the Company to give notice in writing of any Tax Claim which does or may give rise to a liability under this Schedule to the Seller in accordance with paragraph 5.1.

3.2 Those provisions of Clause 8 which refer to Tax Related Claims shall have effect to limit the liability of the Seller under this Schedule.

4 Amount and date of payment

4.1 The Seller shall make payment in full of any amount or amounts falling within paragraph 2 so that each such payment is received by the Due Date.

4.2 No payment under paragraph 4.1 shall be treated as received until cleared funds in respect of it have been received by the Buyer.

4.3 If any sum payable by the Seller under this Agreement is subject to Tax in the hands of the Buyer, the Seller shall be deemed to have received the sum in full if the Seller has made payment in full of any amount or amounts falling within paragraph 2 so that each such payment is received by the Due Date. The Seller shall be deemed to have received the sum in full if the Seller has made payment in full of any amount or amounts falling within paragraph 2 so that each such payment is received by the Due Date. The Seller shall be deemed to have received the sum in full if the Seller has made payment in full of any amount or amounts falling within paragraph 2 so that each such payment is received by the Due Date.

4.4 If the Seller is liable for payment of any amount or amounts falling within paragraph 2 so that each such payment is received by the Due Date, the Seller shall be deemed to have received the sum in full if the Seller has made payment in full of any amount or amounts falling within paragraph 2 so that each such payment is received by the Due Date.

5 Conduct

5.1 If either the Seller or the Buyer shall be liable for payment of any amount or amounts falling within paragraph 2 so that each such payment is received by the Due Date, the Seller shall be deemed to have received the sum in full if the Seller has made payment in full of any amount or amounts falling within paragraph 2 so that each such payment is received by the Due Date.

5.2 If the Seller shall be liable for payment of any amount or amounts falling within paragraph 2 so that each such payment is received by the Due Date, the Seller shall be deemed to have received the sum in full if the Seller has made payment in full of any amount or amounts falling within paragraph 2 so that each such payment is received by the Due Date.

5.3 If so requested by the Buyer, the Seller shall take all such steps as may be reasonably required by the Buyer to ensure that the Seller is able to meet its obligations under this Agreement.

(a) the Seller shall not be obliged to appeal or procure that the Company appeals against any Tax Liability to which the Tax Claim relates unless the Seller has made the request and the Seller has provided the indemnity referred to in paragraph 5.3(b) by the earlier of:

(b) 15 days from the date on which notice of the Tax Claim was given to the Seller pursuant to paragraph 5.1; and

(c) the Buyer shall not be obliged to appeal or procure that the Company appeals against any Tax Liability to which the Tax Claim relates unless the Seller has made the request and the Seller has provided the indemnity referred to in paragraph 5.3(b) by the earlier of:

(i) 15 days from the date on which notice of the Tax Claim was given to the Seller pursuant to paragraph 5.1; and

- (ii) two clear Business Days before the last date on which an appeal may, pursuant to the relevant Tax Legislation, be made against the Tax Liability to which the Tax Claim relates.

5.4 Neither the Buyer nor the Company shall be obliged to comply with any request of the Seller which involves contesting any Tax Claim before any court or appellate body beyond the first tier court or tribunal (excluding, for the avoidance of doubt, the relevant Tax Authority) unless the Seller obtains (at its cost) the written opinion of tax counsel of at least ten years call that

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defend, mitigate or otherwise recover (in whole or in part) in respect of the underlying claim
giving rise to the claim under this Schedule 4 provided that:

- (a) the provisos in paragraph 5.3 are satisfied as if the underlying claim were a Tax Claim; and

8.2 The Buyer shall account to the Seller for any sums recovered in accordance with paragraph 8.1 (including any interest or repayment supplement paid by such a person) net of Tax (if any) on such sum and after deduction of any reasonable and proper third party costs or expenses incurred by the Buyer or the Company in recovering such sum (save to the extent that such costs or expenses have already been paid in cleared funds by the Seller to the Buyer under paragraph 8.1), provided that the amount paid by the Buyer under this paragraph shall not exceed the amount paid by the Seller in respect of the relevant Tax Covenant Claim.

9 Buyer's

9.1 The Buyer shall, upon receipt of a written demand therefor by reference to the relevant UK or other applicable law, be liable to pay the chargeable amount

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9.2 Where the Buyer shall have the Tax

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