

This agreement sets out the terms on which Rhubarb Legal Limited will act for you in connection with the sale, merger or succession of your law firm.

1. **Engagement Fee.** A one-off Engagement Fee of £1,000 + VAT is payable on signing this agreement. This is the only fee payable by you as the seller. No Success Fee is payable by you; our Success Fee is payable by the buyer in accordance with our agreement with them. The Engagement Fee is non-refundable.
2. **Our role.** We will prepare, market and present your practice to suitable prospective buyers and manage introductions and discussions with interested parties. We will handle the process confidentially and will only share identifying or detailed information with prospective buyers where appropriate confidentiality arrangements are in place.
3. **Exclusive appointment.** By signing this agreement, you appoint Rhubarb Legal Limited exclusively to manage the process of identifying, introducing and engaging with prospective buyers during the period of our appointment. This exclusivity applies whether a prospective buyer is identified or introduced by us, approaches you directly, or becomes known through another source.
4. **Direct approaches.** If, during our appointment, you receive a direct approach from any person or organisation concerning a potential acquisition, merger or other transaction involving your practice, you agree to notify us promptly and refer that party to us so that their interest can be managed as part of the Matchmaker+ process. You remain free to consider and ultimately transact with any prospective buyer.
5. **Existing discussions.** If, when signing this agreement, you are already in substantive discussions with a prospective buyer, you should tell us and identify that party. We can agree in writing before the engagement begins whether that party is excluded from the exclusive appointment.
6. **Confidentiality.** We will treat information provided by you as confidential and will only disclose information to prospective buyers under appropriate safeguards. You authorise us to prepare and circulate anonymised information about your practice for the purpose of identifying potential interest.
7. **Termination.** You may terminate this agreement at any time by giving one month's written notice. The Engagement Fee is non-refundable. The obligations in clauses 3 and 4 continue throughout the notice period.

Signed for and on behalf of

Signature

Name

Firm / Position

Date