



## **SCHEDULE OF SERVICES**

This schedule should be read in conjunction with the engagement letter and the standard terms and conditions.

### **Advisory work**

1. You have instructed us to identify potential purchasers for the shares of Bronze Trail Ltd, Summerhill House, Summerhill, Mallow, Co. Cork including the goodwill.
2. We will prepare prospectuses / financial information / other relevant information for review by potential investors and agree with you selected potential investors.
3. We will establish and agree with you a minimum selling price for the business or businesses.
4. Review offers from potential investors and discuss these with you.
5. Assist with due diligence work in connection with the sale of the business and related negotiations with prospective purchasers.

We specifically exclude the following service from this assignment:

- a. Tax advice, tax planning or tax compliance work arising from the disposal of the business (unless requested separately).

### **Changes in the law**

6. We will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law or your circumstances.
7. We will accept no liability for losses arising from changes in the law or the interpretation thereof that are first published after the date on which the advice is given.

### **Your responsibilities**

8. You are responsible for:
  - (a) the provision of full, accurate and current information in respect of the assets and liabilities of the business.
  - (b) the provision of full, accurate and current information in respect of the business's sources of income.
  - (c) the provision of full, accurate and current information in respect of the business's overheads and expenditures.
  - (d) Details of the business's staffing levels and positions, to include terms of employment, pension details, length of service, etc.
  - (e) Obtaining, where necessary, copies of contracts, property leases, licences and authorisations for the business activities.



9. To enable us to carry out our work you agree:
  - (a) That confidential information provided by you to be included in prospectuses / financial information / other relevant information for review by potential investors by this firm, may be shared with potential investors, at the discretion of Fitzgerald Power Consultancy Limited, after the signing of non-disclosure agreements.
  - (b) To provide full information necessary for dealing with this assignment, we will rely on the information and documents being true, correct and complete and will not audit the information or those documents.
  - (c) To authorise us to approach such third parties as may be appropriate for information that we consider necessary to deal with this assignment.
10. You will keep us informed of material changes in your circumstances that could affect this assignment. If you are unsure whether the change is material or not, please let us know so that we can assess its significance.
11. You will forward to us copies of letters, emails or other communications received from potential purchasers of the business to enable us to assess these with you.
12. Our services as set out above are subject to the limitations on our liability set out in the engagement letter and in paragraph 17 of our standard terms and conditions of business. These are important provisions which you should read and consider carefully.

**Date: 22<sup>nd</sup> April 2022**

**FITZGERALD POWER CONSULTANCY LIMITED**