

## **BFT-Group Referral Policy**

BFT-Group (the “Company”) is building a portfolio of businesses, providing the advantage of scale and accelerating growth by collectively bidding for larger tenders & projects and improving access to capital, as stated in the Company’s Vision and Mission statements. This referral policy (the “Policy”) summarizes the main terms under which the Company may remunerate a third party (the “Introducing Party”) for introducing the Company to businesses for sale which fit its acquisition criteria (“Acquisition Targets”). The Company and the Introducing Party are herein collectively referred to as the “Parties”.

This Policy is for information purposes only and the legal relationship between the Parties is set out in the Referral Reward Agreement (the “Agreement”) which can be obtained from the Company or found on the Company’s website ([www.bft-group.net](http://www.bft-group.net)).

The Company may amend the Policy at any time without any notification obligations. The Company will make reasonable endeavors to maintain an up-to-date copy of the Policy on its website.

Information concerning the Company’s purpose, strategy and acquisition criteria can be obtained directly from the Company. Notwithstanding, the Company may amend its purpose, strategy, and acquisition criteria at any time without any notification obligations.

No referral reward (the “Reward”) shall be due unless the Parties have executed an Agreement and, notwithstanding, the Introducing Party has no obligation to provide referrals to the Company and the Company has no obligation to accept referrals from the Introducing Party.

The Company has no obligation to furnish an Introducing Party with any information and data of any kind or assist an Introducing Party in identifying, contacting or qualifying an Acquisition Target.

The Company does provide exclusivity to any Introducing Party. The Introducing Party shall act as an independent contractor and nothing in the Agreement shall make the Introducing Party an employee or agent of the Company or any of its affiliates. The Introducing Party shall not delegate, subcontract, transfer, nor assign any or all its rights or obligations under the Agreement without the express prior written approval of the Company.

The Company has no obligation to evaluate, pursue or complete a transaction with an Acquisition Target and an Introducing Party has no claim on the Company for damages or expenses in this event.

The Introducing Party is expected to comply with all the privacy and confidentiality policies of both the Company and an Acquisition Target. The Company’s Privacy Policy and Mutual Non-Disclosure Agreement can be downloaded from the Company’s website.

Payment of the Reward is subject to the following conditions:

- An Agreement must be executed by the Parties.
- The Introducing Party must comply with the privacy and confidentiality policies of both the Company and the Acquisition Target.

- The Introducing Party must submit a letter from the Acquisition Target confirming the introduction and containing all relevant contact details (the “Introduction Letter”).
- The Reward is payable in Great British Pounds within 20 business days (London) of the Company on completion of the Acquisition Target.
- The Introducing Party must submit a valid invoice to the Company, inclusive of any applicable sales tax. If any deduction or withholding is required by law, the Company shall not pay any additional amounts to ensure that the net amount received by the Introducing Party is equal to the amount it would have received had no such deduction or withholding been made.
- The Reward payable to an Introducing Party that is an affiliated partner of the Company is a flat rate of £5,000 (excluding sales tax) per introduction.
- The Reward payable to any other Introducing Party is a flat rate of £3,000 (excluding sales tax) per introduction.
- A Reward is only due if the Company acquires the Acquisition Target within twelve (12) months of the date of the Introduction Letter.
- The Company is not liable to reimburse an Introducing Party for out-of-pocket expenses or incidental costs unless pre agreed in writing with the Company.
- The Company is not liable for any claims, liabilities, or damages for any commission, finder’s fee, or other compensation claimed by any third party as a consequence of the Introducing Party’s actions.