

Company No: 04366395

The Companies Acts 1985 and 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

PALATINE CREDIT INFORMATION LIMITED

I, the undersigned as the only member of the Company for the time being entitled to receive notice of, attend and vote at a general meeting of the Company for the purpose of considering the following resolution, (the other member of the Company having been disenfranchised from voting by virtue of section 164 (5) of the Companies Act 1985) HEREBY RESOLVE (pursuant to section 381A of the Companies Act 1985), and with the intent that the following resolution shall be as valid and effective as if the same had been passed at a duly convened and held general meeting of the Company, as follows:

SPECIAL RESOLUTION


THAT:

the contingent contract by way of a shareholders agreement dated 28th March 2002 ("the Agreement") and proposed to be made between (1) the Company and (2) Intrum Justitia Limited and (3) Christopher Booth and (4) Debbie Halligan for the purchase by the Company of sixty (60) "A" ordinary shares of £1 each fully paid, in three tranches of twenty (20) "A" ordinary shares of £1 each upon the terms of the Agreement produced to the meeting and initialled by the Chairman be and is hereby authorised.

Dated: 28 March 2002

Signed:

Joanna Kirk


.....



DATED 28th March 2002

- (1) INTRUM JUSTITIA LIMITED
- (2) CHRISTOPHER BOOTH
- (3) DEBBIE HALLIGAN
- (4) PALATINE CREDIT INFORMATION LIMITED

**SHAREHOLDERS AGREEMENT
RELATING TO PALATINE CREDIT
INFORMATION LIMITED**

EVERSHEDS

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THIS SHAREHOLDERS' AGREEMENT is made on *28th March*

2002

BETWEEN

- (1) INTRUM JUSTITIA LIMITED (registered number 1918920) whose registered office is at Warwick House, Birmingham Road, Stratford Upon Avon, Warwickshire, CV37 0BP ("IJ"); and
- (2) CHRISTOPHER BOOTH of 4 Belmont Road, West Kirkby, Wirral L48 5EZ ("Mr Booth"); and
- (3) DEBBIE HALLIGAN of 9 Crocus Street, Liverpool ("Miss Halligan"); and
- (4) PALATINE CREDIT INFORMATION LIMITED (registered number 4366395) whose registered office is at Warwick House, Birmingham Road, Stratford Upon Avon, Warwickshire, CV37 0BP ("the Company")

BACKGROUND

- (A) The Company was incorporated in England and Wales as a private limited company on 4 February 2002 under the Companies Act 1985. At the date of this Agreement the Company has an authorised share capital of £1000 divided into 600 "A" Shares and 400 "B" Shares. 1 "A" Share has been issued fully paid and is owned by IJ and this Agreement contemplates that 59 "A" Shares will be issued fully paid and will be owned by IJ, 32 "B" Shares will be issued fully paid and will be owned by Mr Booth and 8 "B" Shares will be issued fully paid and will be owned by Miss Halligan.
- (B) IJ, Mr Booth and Miss Halligan wish to participate as shareholders in the Company and have agreed to operate the Company for the purposes of the Business and on the terms set out in this Agreement.
- (C) The Shareholders have agreed to enter into this Agreement for the purpose of regulating their relationship with each other following the acquisition of the Business by the Company from IJ and for regulating certain aspects of the affairs of and their dealings with the Company.
- (D) The Company has agreed with the Shareholders that it will comply with the terms and conditions of this Agreement insofar as they relate to the Company.

OPERATIVE CLAUSES

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1 the following expressions have the following meanings unless inconsistent with the context:

"A" Director"	a Director appointed by the "A" Shareholder pursuant to the Articles and holding office for the time being and such expression includes his duly appointed alternate
"A" Shares"	the "A" ordinary shares of £1 each in the capital of the Company
"A" Shareholder"	the holder for the time being of the "A" Shares and "A" Shareholders shall be construed accordingly
"the Act"	the Companies Act 1985
"Annual Business Plan"	a business plan in a form to be approved by the Board pursuant to clauses 6.5 and 6.6 outlining plans for the Company's activities, budgets and projected financial results for each year
"the Articles"	the new articles of association in the agreed terms to be adopted by the Company on Completion and references to an Article shall mean a specific Article in the Articles as amended by unanimous agreement of the Shareholders
"Associated Company"	any company which at the relevant time is: <ul style="list-style-type: none">(a) a holding company of IJ; or(b) a subsidiary or subsidiary undertaking of IJ; or

- (c) a subsidiary or subsidiary undertaking (other than IJ itself) of any such holding company,

the expressions "holding company", "subsidiary" and "subsidiary undertaking" having the same meanings given to them by the Act

"B" Director"

a Director appointed by the "B" Shareholders pursuant to the Articles and holding office for the time being and such expression includes his duly appointed alternate

"B" Shares"

the "B" ordinary shares of £1 each in the capital of the Company

"B" Shareholder"

a holder for the time being of the "B" Shares and "B" Shareholders" shall be construed accordingly

"Bank"

HSBC plc of 13 Chapel Street, Stratford Upon Avon, Warwickshire, CV37 6ET

"the Board"

the Directors of the Company, or such of those Directors present at a duly convened meeting of the Directors at which a quorum is present in accordance with the Articles

"the Business"

the business which it is proposed will be carried on by the Company as described in **clause 3** and/or such other business as the Shareholders may agree from time to time in writing should be carried on by the Company

"Business Day"

any day other than a Saturday or Sunday or a bank or public holiday in England

"Completion"

the performance by the parties of their respective obligations under **clause 4**

"Director"

any duly appointed director of the Company from

time to time

“Encumbrance”

includes any interest or equity of any person (including, without prejudice to the generality of the foregoing, any right to acquire, option, right of pre-emption or right of conversion) or any mortgage, charge, pledge, lien or assignment or any other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property

“First Net Profits Period”

the period from the date of this Agreement until 31 March 2003

“Net Profits”

the net profit of the Company after taxation during the Net Profits Period as shown in the audited profit and loss account of the Company plus amortisation of goodwill

“Net Profits Period”

any of the First Net Profits Period, Second Net Profits Period and Third Net Profits Period

“Second Net Profits Period”

The period from the expiry of the First Net Profits Period until 31 March 2004

“Shares”

the “A” Shares and the “B” Shares

“Shareholders”

the “A” Shareholder and the “B” Shareholders

“Third Net Profits Period”

the period from the expiry of the Second Net Profits Period until 31 March 2005

- 1.2 references to any statute or statutory provisions will, unless the context otherwise requires, be construed as including references to any earlier statute or the corresponding provisions of any earlier statute, whether repealed or not, directly or indirectly amended, consolidated, extended or replaced by such statute or provisions, or re-enacted in such statute or provisions, and to any subsequent statute or the corresponding provisions of any subsequent statute in force at any time prior to Completion directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provisions which are in force prior to Completion;

- 1.3 references to persons will be construed so as to include bodies corporate, unincorporated associations and partnerships;
- 1.4 references to a document being "in the agreed terms" will be construed as references to that document in the form agreed and initialled by or on behalf of the Shareholders;
- 1.5 references to clauses and schedules, are to clauses and schedules of this Agreement; and
- 1.6 the headings to the clauses of this Agreement will not affect its construction.

2. CONSIDERATION

In consideration of the mutual agreements and undertakings set out in this Agreement the parties have granted the rights and accepted the obligations in this Agreement.

3. OBJECTS OF THE COMPANY

The Company is proposing to acquire and operate the business known as Palatine (R/D) Group from IJ pursuant to an agreement which will be made between (1) the Company and (2) IJ ("the Business Transfer Agreement"). Palatine (R/D) Group is involved in the business of the bespoke supply of credit information reports, in-depth debtor tracing and credit management services.

4. COMPLETION

Completion shall take place immediately after the execution of this Agreement when the parties shall take, or procure to be taken at board and shareholders' meetings of the Company the following steps, to the extent not already taken:

- 4.1 authorise the Board to allot 59 "A" Shares to IJ, 32 "B" Shares to Mr Booth and 8 "B" Shares to Miss Halligan;
- 4.2 the subscription in cash at a premium of £1999 per "B" Share by Mr Booth for 32 "B" Shares, the subscription in cash at a premium of £1999 per "B" Share by Miss Halligan for 8 "B" Shares and the subscription in cash at a price of £1 per "A" share by IJ for 59 "A" shares on the delivery by Mr Booth, Miss Halligan and IJ respectively to the Company of a banker's draft or other method of payment acceptable to the Company in respect of the subscription monies, and the allotment and issue by the Company of such "A" Shares and "B" Shares (as the case may be)

fully paid together with the delivery of share certificates duly executed by the Company in respect of such "A" Shares and "B" Shares (as the case may be) to Mr Booth, Miss Halligan and IJ and the writing up of the register of members of the Company to reflect such subscription, allotment and issue of "A" Shares and "B" Shares;

- 4.3 the adoption of the Articles and the amendment of the objects clause contained in the Memorandum of Association of the Company;
- 4.4 the appointment or designation of the following persons as "A" Directors or "B" Directors as appropriate:

Name	Appointment or designation
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James Anthony Burton	as "A" Director
Nominee of IJ	

Keith Frederick Kleinstuber	as "A" Director
Nominee of IJ	

Mr Booth	"B" Director
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Miss Halligan	"B" Director
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- 4.5 the Shareholders shall procure that the Company enters into a service contract with Mr Booth in the agreed terms;
- 4.6 the appointment of Mr Booth as the secretary of the Company;
- 4.7 the appointment of PriceWaterhouseCoopers as the auditors of the Company;
- 4.8 the appointment of the Bank as the bankers to the Company;
- 4.9 the change of the accounting reference date of the Company to 31 March;
- 4.10 the appointment of an "A" Director as chairman of the Board and as chairman of any general meeting to be held by the Company ("the Chairman"); and
- 4.11 the execution by both the Company and IJ of the Business Transfer Agreement.

5. FUNDING AND DEVELOPMENT

- 5.1 The Company and the Business shall initially be financed by the share subscriptions of Mr Booth and Miss Halligan. IJ shall in its absolute discretion, also make

available to the Company working capital facilities at such times and on such terms as IJ may decide.

- 5.2 Save as set out in **clause 4.2** there shall be no obligation upon the Shareholders to subscribe for shares in the Company or to provide, or procure to be provided, to the Company loans or loan facilities.
- 5.3 In accordance with the terms of the Company's bank mandate those persons listed in the bank mandate will be authorised to sign Company cheques up to £500 per cheque. Company cheques for amounts in excess of £500 must be signed by an "A" Director (or their nominee) and a "B" Director. If any Company cheques are written in any currency other than pounds sterling, the monetary limits referred to in this **clause 5.3** will apply to the signing authority of such cheques at the sterling spot exchange rate at the time of signing of such cheque.

6. CONDUCT OF THE COMPANY'S AFFAIRS

- 6.1 Mr Booth and Miss Halligan covenant with IJ, each other and the Company that for so long as this Agreement remains in force and effect they will:
- 6.1.1 be just and true to the other parties to this Agreement and act in good faith;
 - 6.1.2 promptly notify the other parties of any matters of which he or she becomes aware which may affect the Company or the Business;
 - 6.1.3 generally do all things necessary to give effect to the terms of this Agreement;
 - 6.1.4 take all steps available to him or her to ensure that any meeting of the Board or any committee of the Board or any general meeting has the necessary quorum throughout; and
 - 6.1.5 not extend the activities of the Business outside the scope of the Business or close down any business operation.
- 6.2 The Shareholders will co-operate to ensure that:
- 6.2.1 the Company shall transact all its business on arm's length terms;
 - 6.2.2 the Company shall not enter into any agreement or arrangement restricting its competitive freedom to provide and take goods and services by such means and from and to such persons as it may think fit, save where such

agreement or arrangement is agreed by the parties as being in the best commercial interests of the Company;

- 6.2.3 the Company shall maintain, with a well-established and reputable insurer, adequate insurance against all risks usually insured against by companies carrying on the same or a similar business and (without prejudice to the generality of the foregoing) for the full replacement or reinstatement value of all its assets of an insurable nature;
 - 6.2.4 the Company shall keep proper books of account and therein make true and complete entries of all its dealings and transactions of and in relation to the Business;
 - 6.2.5 the Company shall provide each Shareholder within 2 weeks of the end of each calendar month with unaudited management accounts for such month in a form acceptable to the Shareholders and a budget and cashflow forecast (if deemed necessary) for a period of 12 months from the end of each month;
 - 6.2.6 the Company shall prepare its accounts in accordance with the Act and in accordance with the principles set out in the Schedule to this Agreement; and
 - 6.2.7 the Company shall prepare such accounts in respect of each accounting reference period as are required by statute and procure that such accounts are audited as soon as practicable and in any event not later than 6 months after the end of the relevant accounting reference period.
- 6.3 The Shareholders shall each be entitled to examine the separate books and accounts to be kept by the Company and to be supplied with all relevant information, including monthly management accounts and operating statistics and such other trading and financial information in such form as they may reasonably require to keep each of them properly informed about the Business and the affairs of the Company.
- 6.4 IJ will provide temporary HR and IT support services and permanent Finance support services to the Company in accordance with the terms of the Annual Business Plan, such services to be provided at normal commercial rates(subject to the approval of the "B" shareholders, such approval not to be unreasonably withheld).

- 6.5 On the instruction of the Board, Mr Booth shall not less than 30 days prior to the beginning of each financial period of the Company cause to be prepared and delivered to the Board an Annual Business Plan and obtain the Board's approval thereto making such changes to such Annual Business Plan as may be necessary for obtaining such approval. Mr Booth and Miss Halligan shall also be responsible for the day to day management of the Business of the Company within the terms of the Annual Business Plan approved by the Board.
- 6.6 The Board will, not later than 60 days before the beginning of each financial period of the Company, consider and seek to approve the Annual Business Plan.

7. ORGANISATION OF THE BOARD

- 7.1 The maximum number of Directors for the Company shall be 4 and the minimum number shall be 2. The "A" Shareholder may from time to time appoint up to 2 people to be "A" Directors and may at any time remove any such "A" Director from office and appoint another person in their place. The "B" Shareholders may between them from time to time appoint up to a total of 2 people to be "B" Directors and may at any time remove any such "B" Director from office and appoint another person in their place. Any such appointments or removals shall be effected by an instrument in writing signed by or on behalf of the "A" Shareholder or the "B" Shareholder (as the case may be) and shall take effect upon lodgement at the registered office of the Company or on delivery to a meeting of the Directors.
- 7.2 If any Shareholder ceases to be a Shareholder, such Shareholder shall be deemed to have served notice pursuant to **clause 7.1** to remove from office any Directors appointed by it and in such circumstances such Shareholder shall:
- 7.2.1 not be entitled to appoint any persons as Directors in their place; and
 - 7.2.2 (if applicable) procure that any Director appointed by it shall resign as an employee of the Company.
- 7.3 Upon such removal or resignation from the office of Director or termination of employment in accordance with the provisions of **clauses 7.1 and 7.2** of this Agreement the said Shareholder will use its best endeavours to procure that where any Director is an employee of the Company any such Director shall deliver to the company a letter signed as a deed and/or the required statutory form of compromise agreement (at the Company's option) acknowledging that he or she has no claim outstanding for compensation for wrongful dismissal or unfair dismissal or entitlement to any payment for redundancy or in respect of any other moneys or

benefits due to him or her from the Company arising out of his or her employment and/or its termination. In any event, the said Shareholder shall be responsible for and shall indemnify the other Shareholders and the Company against any claim (save for unpaid salary and benefits) by such Director for unfair or wrongful dismissal or any other claim whatsoever arising out of such Director's removal from office as a Director and/or the termination of his or her employment.

- 7.4 Each Director will be entitled whilst he or she holds that office to make full disclosure to the Shareholder appointing him or her of any information relating to the Company which that Shareholder may reasonably require.
- 7.5 Any committee of the Board established pursuant to the powers conferred upon the Directors by the Articles shall, unless all the Shareholders agree otherwise in writing, comprise at least one "A" Director and one "B" Director and shall be constituted and organised so as to protect the interests of the Shareholders, in such manner as to members, quorum, voting and proceedings as apply to the Board under this Agreement and/or the Articles.

8. BOARD MEETINGS AND VOTING RIGHTS

- 8.1 The quorum for any meetings of the Board shall be 2 Directors present comprised of 1 "A" Director and 1 "B" Director. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the matter shall stand adjourned to the same day in the next week at the same time and place and the quorum for such adjourned meeting shall be 2 Directors of whatever class. Provided always that if at any time there shall be no "A" Directors or no "B" Directors in office, the quorum at that time shall not require the presence of that class of director of which there are no directors in office at that time.
- 8.2 Board meetings shall be held at least once in every two months provided that any Director may call a Board meeting at any time by not less than 5 Business Days notice in writing to the Company.
- 8.3 All Board meetings shall be held at a venue reasonably convenient for all the Directors or by telephone.
- 8.4 The Chairman shall have a casting vote at any meeting of the Board and at any general meeting of the Company.

9. **MATTERS REQUIRING UNANIMOUS APPROVAL**

Unless otherwise agreed between the Shareholders in writing, the Company will not, and the Shareholders shall exercise their powers in relation to the Company to procure that (save as otherwise provided or contemplated in this Agreement) the Company will not:

- 9.1 sell, lease (as lessor), license (as licensor), transfer or otherwise dispose of any of its assets at a total price per transaction exceeding £5,000, otherwise than in the ordinary course of the Business, except to the extent provided for in the Annual Business Plan;
- 9.2 purchase, lease (as lessee), license (as licensee) or otherwise acquire any assets at a total cost to the Company per transaction exceeding £5,000 otherwise than in the ordinary course of the Business, except to the extent provided for in the Annual Business Plan;
- 9.3 consolidate or amalgamate with any company, association, partnership or legal entity or acquire any business or undertaking of any other person; and
- 9.4 enter into any agreement to do any of the things referred to in the foregoing paragraphs of this **clause 9**.

10. **DIVIDEND POLICY**

- 10.1 In respect of any accounting period in which the Company has profits available for distribution (within the meaning of Part VIII of the Act), the Shareholders shall procure that the profits lawfully available for distribution are distributed by way of cash dividends by the Company within 6 months after the end of such accounting period.
- 10.2 The Shareholders agree that any distributions pursuant to **clause 10.1** shall be made in accordance with the provisions of the Articles.

11. **TAXATION**

- 11.1 The central management and control of the Company shall be exercised in the United Kingdom and the parties shall use their respective best endeavours to ensure that the Company is treated by all relevant authorities as being resident for taxation purposes in the United Kingdom.
- 11.2 Unless otherwise agreed in writing between the Shareholders, all trading losses and other amounts eligible for relief from corporation tax will be retained by the Company for use against its own profits, and will not be made available, in whole or in part, to the Shareholders.

12. **RESTRICTIVE COVENANTS**

- 12.1 Mr Booth covenants with IJ and the Company that he (whether directly or indirectly, or whether solely or jointly with or as agent, director, shareholder, partner, manager, employee, consultant or independent contractor of, in or to any other person) shall not at any time whilst he is the holder of any Shares in the Company ("the period in question") and for a period of one year from the date of ceasing to be a shareholder in the Company ("the Termination Date") without the prior written consent of IJ and the Company:
- 12.1.1 compete, directly or indirectly, with the Business as carried on at the Termination Date (as hereinafter defined) in any territory in which the Company carried on such business at the Relevant Date (other than as the holder of not more than 4 per cent of the shares carrying unrestricted voting rights in any company whose shares are listed on any recognised investment exchange);
- 12.1.2 solicit or endeavour to entice away from or discourage from dealing with the Company any person who was at any time during the period of one year preceding the Termination Date a manufacturer for or supplier, customer or client of the Company;
- 12.1.3 supply or provide any goods or services which are competitive with or of the type supplied by the Business to any person who was at any time during the period of one year preceding the Termination Date a customer or client of the Company to whom the Company had during that period supplied or provided goods or services in the ordinary course of its business;

- 12.1.4 solicit or endeavour to entice away from or discourage from being employed by the Company any individual who was at the Termination Date an officer or employee of the Company whether or not such individual would commit a breach of contract by reason of leaving service.
- 12.2 Each of **clauses 12.1.1 to 12.1.4** shall be treated as a separate obligation and shall be severally enforceable as such.
- 12.3 The parties to this Agreement consider the restrictions in **clause 12.1** to be reasonable, but if a court of competent jurisdiction finds any of them to be unenforceable the parties agree to accept any modification as to the area, extent or duration of the restriction concerned which the court sees fit to impose or, if it does not see fit, which is reasonably necessary to render the restriction enforceable.
13. **TRANSFER AND ALLOTMENT OF SHARES**
- 13.1 No Shareholder may transfer Shares to a third party unless that third party is the Company or the consent of the non-transferring Shareholders have been obtained in writing, save that IJ may transfer shares to an Associated Company and a "B" Shareholder may transfer shares to another "B" Shareholder.
- 13.2 Save as contemplated in this Agreement each of the Shareholders hereby undertakes that it will not create or permit to exist any Encumbrance over or in respect of all or any part of its shareholding in the Company nor assign or otherwise purport to deal with its beneficial ownership therein or any right relating thereto separate from the legal ownership of such Shares.
- 13.3 Subject to **clause 13.7** and to IJ receiving the First Deferred Payment (as defined in the Business Transfer Agreement) within 7 Business Days of receipt of the First Deferred Payment, IJ agrees to transfer 20 "A" Shares to the Company in consideration of the payment by the Company of £1.
- 13.4 Subject to **clause 13.7** and to IJ receiving the Second Deferred Payment (as defined in the Business Transfer Agreement) within 7 Business Days of receipt of the Second Deferred Payment, IJ agrees to transfer 20 "A" Shares to the Company in consideration of the payment by the Company of £1.
- 13.5 Subject to **clauses 13.6 and 13.7** and to IJ receiving all monies due to it under the Business Transfer Agreement, within 7 Business Days of such receipt, IJ agrees to transfer its remaining holding of 20 "A" Shares to the Company in consideration of the payment by the Company of £1.

- 13.6 If at the end of the Third Net Profits Period there remains outstanding any dividends due and payable to IJ in accordance with the Articles, IJ shall retain its remaining holding of "A" Shares pending the payment of all outstanding dividends due and payable in accordance with the Articles.
- 13.7 If for any of the Net Profits Periods there are insufficient Net Profits to satisfy the Deferred Consideration for that Net Profit Period, the shortfall ("the Shortfall") in the Deferred Payment (as defined in the Business Transfer Agreement) shall be carried forward to the next Net Profits Period in which there shall be sufficient Net Profits to pay the Deferred Payment for that Net Profits Period and to satisfy the Shortfall and IJ shall only be required pursuant to the foregoing clauses to transfer that part of their holding of "A" Shares (as relevant) if there remains no Shortfall for that Net Profits Period and shall retain that part of their holding of "A" Shares until such Shortfall for the Net Profits Period has been satisfied.

14. **TERMINATION OF THIS AGREEMENT**

- 14.1 This Agreement shall continue in full force and effect from the date hereof until:

- 14.1.1 all the Shareholders or their successors in title agree in writing to its termination; or
- 14.1.2 all of the Shares become beneficially owned by the "A" Shareholders or the "B" Shareholders; or
- 14.1.3 the Company goes into liquidation whether voluntary or compulsory (other than for the purpose of an amalgamation or reconstruction approved by all the Shareholders); or
- 14.1.4 the Company has acquired all of the Shares held by IJ.

- 14.2 Termination of this Agreement pursuant to this **clause 14** shall be without prejudice to any accrued rights and liabilities of any of the Shareholders. The provisions of **clauses 15, 16 and 20** shall survive termination of this Agreement.

15. **CONFIDENTIALITY**

Each of the parties hereto shall hold in confidence and shall not and shall procure that its employees and agents shall not, except with the written consent of the other parties (such consent not to be unreasonably withheld) or if required by law divulge to any third party any financial or other information in respect of the Company or the Business or the Shareholders (in the case of the Company) or the other Shareholder

(in the case of either Shareholder) or any matter subject to or in connection with this Agreement or use any such information other than for the purposes anticipated by this Agreement and the provisions of this **clause 15** shall remain in full force and effect notwithstanding termination of this Agreement but shall cease to apply to information which may properly come into the public domain through no fault of the party so restricted.

16. **ANNOUNCEMENTS**

No announcement, advertisement, circular or other publication concerning or relating to the subject matter of this Agreement or the joint venture shall be made by any party (save as required by law) without the prior approval in writing of each of the Shareholders as to the contents, form and timing thereof.

17. **NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement shall constitute a partnership between the parties hereto or constitute one the agent of another and none of the parties shall do or suffer anything to be done whereby it shall or may be represented that it is the partner or agent of a party hereto (save as aforesaid) unless such party is appointed partner or agent of that other party with the consent in writing of that party.

18. **WAIVER**

The waiver by any party of any default by any other party in the performance of any obligation of such other party under this Agreement shall not affect such party's rights in respect of any other default nor any subsequent default of the same or of a different kind nor shall any delay or omission of any party to exercise any right arising from any default, affect or prejudice that party's rights as to the same or any future default. For the avoidance of doubt and without prejudice to the generality of the foregoing, any failure by any party to comment upon or raise any objection to the fact that any matter referred to in **clause 9** has been effected without the unanimous consent of the Shareholders shall not be deemed to constitute consent to such action and nor shall the taking of any such action on any two or more occasions without such comment or objection be deemed to constitute accepted general practice.

19. **VARIATION**

Any variation of any term of this Agreement shall be in writing duly signed by the Shareholders and the Company.

20. **CONFLICT WITH ARTICLES**

Where the provisions of the Memorandum of Association or the Articles conflict with the provisions of this Agreement, the Shareholders agree that the provisions of this Agreement shall prevail, to the intent that they shall if necessary in any case procure the amendment of the Memorandum of Association or the Articles to the extent required to enable the Company and its affairs to be administered as provided herein.

21. **NOTICES**

21.1 Any demand, notice or other communication given or made under or in connection with this Agreement will be in writing.

21.2 Any such demand, notice or other communication will, if given or made in accordance with this **clause 21**, be deemed to have been duly given or made as follows:

21.2.1 if sent by prepaid first class post, on the second Business Day after the date of posting; or

21.2.2 if delivered by hand, upon delivery at the address provided for in this **clause 21**; or

21.2.3 if sent by facsimile, on the day of transmission provided that a confirmatory copy is, on the same Business Day that the facsimile is transmitted, sent by pre-paid first class post in the manner provided for in this **clause 21**;

provided however that, if it is delivered by hand or sent by facsimile on a day which is not a Business Day or after 4.00 pm on a Business Day, it will instead be deemed to have been given or made on the next Business Day.

21.3 Any such demand, notice or other communication will, in the case of service by post or delivery by hand, be addressed to the recipient at the recipient's address stated in this Agreement or at such other address as may from time to time be notified in writing by the recipient to the sender as being the recipient's address for service.

21.4 Any such demand, notice or other communication will, in the case of service by facsimile, be sent to the recipient or to any person service on whom (in accordance with the foregoing provisions of this **clause 21**) is deemed to be service on the recipient, using a facsimile number then used by the recipient or (as the case may be)

such other person at an address which (in accordance with such provisions) could have been used for service by post.

- 21.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

22. **FAIRNESS CLAUSE**

In the event that any circumstance arises during the term of this Agreement which is not within the contemplation of the parties at the date hereof and not provided for in this Agreement either expressly or impliedly then the parties agree that such matter shall be dealt with and resolved in such manner as shall operate between them for fairness and, so far as is possible, without detriment to the interests of any of them.

23. **UNLAWFUL FETTER ON THE COMPANY'S STATUTORY POWERS**

- 23.1 Notwithstanding any other provision contained in this Agreement the Company shall not be bound by any provision of this Agreement to the extent that it would constitute an unlawful fetter on any statutory power of the Company, but any such provision shall remain valid and binding as regards all other parties to which it is expressed to apply.

- 23.2 Nothing in this Agreement shall be construed to be a resolution of all the members of the Company in the absence of a properly passed resolution in accordance with the Articles or the Act.

24. **COSTS**

The Company will pay all costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Agreement (subject to a contribution from IJ in respect of its costs which is in the opinion of IJ reasonable).

25. **SEVERABILITY**

The illegality, invalidity or unenforceability of any clause or part of this Agreement will not affect the legality, validity or enforceability of the remainder. If any such clause or part is found by any competent court or authority to be illegal, invalid or unenforceable the parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without thereby rendering them illegal, invalid or unenforceable.

26. **ENTIRE AGREEMENT**

This Agreement and the Articles constitute the entire contractual relationship between the parties in relation thereto and there are no representations, promises, terms, conditions or obligations between the parties other than those contained or expressly referred to therein. This clause does not restrict liability of either party for representations made fraudulently.

27. **ASSIGNMENT**

Neither of the Shareholders shall assign or transfer or purport to assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Shareholders except to a transferee of that Shareholder's Shares pursuant to a transfer permitted under the Articles and subject to the transferee entering into a deed of adherence in the form acceptable to the remaining Shareholders.

28. **CONTRACT (RIGHTS OF THIRD PARTIES) ACT**

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

29. **LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of England and each of the parties hereto submits to the exclusive jurisdiction of the English Courts.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

EXECUTED AS A DEED by
INTRUM JUSTITIA LIMITED
acting by two directors or
one director and the Company Secretary

)
)
)
)

R Kleinstuber


Director

Director/Secretary

EXECUTED AS A DEED by
CHRISTOPHER BOOTH
in the presence of:

)
)
)

C Booth

Witness signature: 


Witness name: COLIN ARTHUR

Address: 14 GROVE PARK
KNUTSFORD
WA16 8QA

Occupation: CLIENT DEVELOPMENT MANAGER

EXECUTED AS A DEED by
DEBBIE HALLIGAN
in the presence of:

) 
)
)

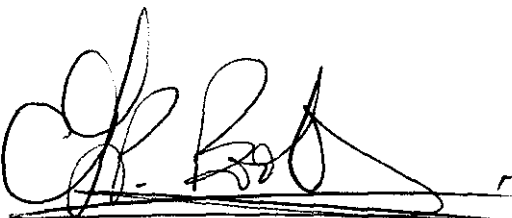
Witness signature: 

Witness name: DEBBIE HALLIGAN

Address: 33 Rodney St
Liverpool L1 9SS

Occupation: 

EXECUTED AS A DEED by
PALATINE CREDIT INFORMATION
LIMITED acting by two directors or
one director and the Company Secretary

) 
)
)
)

Director 

Director/Secretary

SCHEDULE

Basis of Preparation of Accounts

ACCOUNTING POLICIES

Basis of preparation

The accounts will be prepared under the historical cost convention and in accordance with applicable accounting standards.

Turnover

Turnover derives from fees earned from the company's ordinary activities and is taken to income when due. Turnover excludes value added tax and is net of all credits and allowances.

Tangible fixed assets

Tangible fixed assets are stated at cost less depreciation. Depreciation is provided on the straight-line method to reduce the cost of assets to their estimated residual values over their expected useful lives or, in the case of leased assets, the period of the lease if shorter. The annual rates are as follows:

Equipment	20% - 50%
Motor vehicles	25%
Short leaseholds:	
lease premiums	over the life of the lease
leasehold improvements	20%

Fixed assets investments

Investments in subsidiary companies are accounted for at cost less provision for any permanent diminution in value, as determined by the directors.

Foreign currencies

Transactions denominated in foreign currencies are recorded at the rate of exchange ruling at the dates of the transactions. Assets and liabilities expressed in foreign currencies are translated into sterling using the closing rate method.

Deferred taxation

Provision is made for deferred taxation, using the liability method, on all timing differences to the extent that it is probable that the liability will crystallise in the foreseeable future, at the rates which it is estimated that taxation will be payable. Deferred tax assets are recognised on short-term timing differences, which are expected to reverse.

Finance and operating leases

Assets held under leasing arrangements that transfer substantially all the risks and rewards of ownership to the group are capitalised. The capital element of the rental obligations is included in creditors. The interest element of the rental obligations is charged to the profit and loss account so as to produce a constant periodic rate of charge.

Rentals in respect of all other leases are charged to the profit and loss account as incurred.

Goodwill capitalisation and amortisation

The capitalisation and amortisation of goodwill will be in line with existing IJ group policy and will be consistent with UK GAAP.