

DATED [DATE]

POWER OF ATTORNEY

This power of attorney is made on [DATE] by [NAME OF PRINCIPAL] [of OR a company incorporated in England and Wales with company number [NUMBER] whose registered office is] [ADDRESS] (the “Principal”).

1. **Appointment and powers**

1.1. The Principal appoints [NAME OF ATTORNEY] [of OR a company incorporated in England and Wales with company number [NUMBER] whose registered office is] [ADDRESS] as [its OR their] attorney (the “Attorney”) and in the Principal's name or otherwise and on [its OR their] behalf to:

(a) consider, settle, approve, sign, execute, deliver and issue all agreements, documents, certificates and instruments (all whether as a deed or not) which the Attorney in its absolute discretion considers desirable in connection with [DESCRIPTION OF TRANSACTION] (the “Transaction”) including, without limitation, the following documents:

(i) [NAME AND DESCRIPTION OF DOCUMENT];

(ii) [NAME AND DESCRIPTION OF DOCUMENT];

subject, in each case, to such amendments or variations as the Attorney may expressly agree (the “Transaction Documents”) [provided that such amendments or variations are minor in nature and are not material to the Transaction]; and

(b) take any steps or do anything which the Attorney in its absolute discretion considers desirable in connection with the implementation and completion of the Transaction or the implementation or execution of the Transaction Documents.

2. **[Delegation by corporate attorney]**

Any Attorney which is a corporation aggregate may delegate one or more of the powers conferred on the Attorney by this power of attorney to an officer or officers appointed for that purpose by the board of directors of the relevant Attorney by resolution or otherwise.]

3. **[Duration]**

This power of attorney shall expire on [[INSERT DATE] OR [NUMBER] months from its date].]

4. Ratification

The Principal undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.

5. Validity

The Principal declares that a person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

6. Indemnity

6.1. Subject always to 6.2, the Principal undertakes to indemnify the Attorney against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) which they sustain or incur in connection with any action taken in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).

6.2. The indemnity in 6.1 shall not cover the Attorney if and to the extent a claim under it results from the negligence or wilful misconduct of the Attorney.

7. Governing law and jurisdiction

This power of attorney and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or its formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this power of attorney or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by [NAME
OF PRINCIPAL] in the
presence of:

.....

[SIGNATURE OF PRINCIPAL]

.....

[SIGNATURE OF WITNESS]

[NAME OF WITNESS]

[ADDRESS OF WITNESS]

[OCCUPATION OF WITNESS]