GUIDANCE NOTES FOR USE WIT

This Basic Shareholder Agreement

Parties:

Please complete the names of the ex If the Company is a party to the agr Company. This may be useful for sha something rather than actually requi may also prefer to impose certain re not to appear in the Company's ar agreement instead – a private docum

The agreement allows for up to fou agreement must have at least two sh than four. The drafting should be a assumption is that each shareholder not be the case. The template ma difference to the shareholdings, one more appropriate.

Note that the parties to a shareho companies (although they can also this is less common). The parties matwo and often the principal parties will created vehicle. Whoever the parties thought may need to be given to corporate entities are involved.

Background:

The background or recitals sets the share capital as well as stating the between the parties as shareholders i

Clauses

- 1. **Definitions and Interpretatio**exclude will depend upon whi
 agreement by customers whe
 given, the definition of, "Warra
 information inserted, for exan
 Protection Legislation has als
 Regulation 2018 GDPR.
- Administration: This is an o Secretary (if the Company ha directors may also be added.
- 3. **Business of the Company**: clause should be drafted care business. As the non-compet to the "Business", the definition
- Finance: This clause deals w not under any obligation to pr subscription monies and the 0

LDER AGREEMENT - NO SHARE

the following clauses:

g the Company as a party is optional. can impose direct obligations on the shareholders can only try to procure fect to something. The shareholders the Company that they would prefer ublic document, and appear in this

his is really an arbitrary figure. The have more and indeed maybe more many shareholders there are. The proportion, however again this may however if there is a significant tha majority or minority bias may be

ally be individuals or private limited entity, for example, partnerships, but ly companies or a combination of the n the Company through a specifically afting of the contract, however more example the transfer provisions if

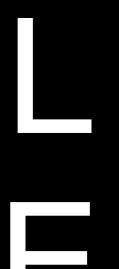
gives the details of the Company's namely to regulate the relationship

nd which ones to include and nether moderations are made to the example, if warranties are not being ted. Certain definitions will also need ary Shares. A definition of Data be with the General Data Protection

e used to specify the Company ative details. The details of the retail with Clause 6. Directors.

ne "business" of the Company is. This late the nature and description of the restrictions on the parties in relation bossible.

the Company. The shareholders are mpany beyond their share borrow any money it requires using a



bank facility. If this is not pos

- Financial Information: This keeps adequate financial reconcerning and other statutor
- Directors: This clause sets o that director may be appointe position, Clause 14 (Reserve appoint or remove directors.
- 7. **Warranties**: These warrantie companies. This provides a lebinding on each of them. If a to entering into this Agreement
- Issue of Shares: This clause Company wishes to issue nev
- 9. **Transfer of Shares**: This clal fa shareholder wishes to transhareholders who will then hat the time periods should be suprovisions at sub-clauses 9.4 an automatic notice if it is a coreceivership; there is a stop of Shareholder Agreement for a of the Company and retires.
- Valuation of Shares: This is
 9.5 are included. The clause accountant if there is a deem transferred at a fair value.
- 11. Shareholders' General Mee
 pass shareholder resolutions
 resolution or by holding a sha
 meeting is held, the clause se
 There is no requirement for p
 companies still choose to do
 retained if AGMs will continue
- Company Communications
 with its shareholders via elect
 This clause places the shareh
 communications electronically
- 13. Management: This clause st terms of its Annual Business agreement, it is a separate do day management of the Commaintaining licences and commanagement to take all necessibligation has been included
- 14. Reserved Matters: This clause prevent the Company doing a Company. Some of the matter and some require a 75% major agreement and may need add

ntures may be issued.

olders to procure that the Company s to have access to the financial,

ement to appoint a director and how lthough this clause is the default ors collectively with a 75% majority to

shareholders are individuals or shareholders that the agreement is consider adding a warranty in relation constitutional documents.

ders pro rata pre-emption rights if the

ne transfer of shares by shareholders. st offer them to the other tres pro rata to their shareholdings. .2 and 9.2.3. There are optional older will be deemed to have served uidation, administration or if the shareholder breaches the r if the shareholder is an employee

uld only be used if clauses 9.4 and valued by the Company's auditor or ensure that the shares are

the process for private companies to 2006. This may either be by written ent that a shareholder's general dure under the Companies Act 2006. Annual General Meeting but many use 11.3 and clause 11.4 should be

allows companies to communicate each shareholder has consented. obligation to consent to receive

the affairs of the Company within the siness Plan is referenced in this ut some of the things that the day to ple, holding board meetings, places an obligation on the data protection legislation. This General Data Protection Regulation.

s that the shareholders may wish to lamage their interest in the nous approval of the shareholders dard list for a shareholders' ng on each individual company's requirements.

- Dividend Policy: This clause available for distribution in an distribute more if it so wishes
 - 16. Non-Competition: In order to place non-compete provisions to carrying on business in cor customers of the Business. O geographical area of the restrensure that it is enforceable. negating the purpose of the c what is actually necessary to
- 17. **Duration**: Clauses 17, 18 and Agreement shall continue unt
- 18. **Termination**: This clause set stated to be when a resolution when a receiver, administrate one shareholder remaining. It
- Winding Up: This clause place up.
- 20. **Confidentiality**: This clause
- 21. Observance and Conflict w comply with the provisions of Articles in the event of an incomplete.
- 22. **Notices and Service**: This cl service of notices under the A a party to the Shareholder Ag
- No Partnership or Agency: partnership relationship being
- 24. Variation and Waiver: Unde by the court as a waiver of the clause also states that any va signed by each party in order have agreed to.
- 25. **Severance**: Another boilerpla Shareholder Agreement as in will be able to strike out the v practice known as the "blue p
- 26. Entire Agreement: A boilerp supersedes any prior agreem statements or other evidence
- Non-Assignment: A boilerpla charging their rights under the so under the terms of the Sha
- 28. **Further Assurance**: A boiler everything required to fulfil the

ercentage of the Company's profits vidends. The Company may ssured of at least some income.

t shareholders' agreements will put in es. The restrictions put in place relate seeking to solicit employees or ken as regards the duration and able and proportionate so as to ictive may not be enforceable, extent, the parties should consider company and the Business

- r. This clause states that the pany is wound up.
- Agreement will terminate. This is ders or creditors for its winding up, is appointed or when there is only lation triggers.

reholders to cooperate in a winding

ntial information.

e provides that each party shall reement shall prevail over the documents.

rding (know as "boilerplate") for the ould be deleted if the Company is not

lause that prevents an agency or

ure to enforce a right can be viewed ts that situation from occurring. The Il only be valid if it is in writing and ing made that all parties may not

e court striking out the whole nvalid or unenforceable. The court rties to follow the enforceable part (a

t the Shareholder Agreement nd prevents them from relying on any nolder Agreement.

arties from assigning, mortgaging or xcept where they are permitted to do

ies under an obligation to do



- Costs: This is an either/or cla requires the Company to pay Shareholder Agreement, or it and expenses.
- 30. Applicable Law and Jurisdi
 Agreement will be governed t
 either exclusive or non-exclusive
 Agreement. If non-exclusive
 court in another country heari
 and time-consuming process

Schedule 1:

This Schedule sets out a table that shof shares held, the number of shares

Schedule 2:

Any agreed terms about any shareh can be deleted if no loans are to be g

should be deleted. The clause **either** ociated costs of drawing up the Agreement to pay for their own costs.

that states that the Shareholder
option for the English courts to have
putes under the Shareholder
this opens up the possibility of a
nglish law, which may be a costly

shareholder, their address, the class respective proportion.

ded in this Schedule. The Schedule





- (1) <
- (2) <- B >>
- (3) <
- (4) <-
- [(5) < _____

SHA

THIS AGREEMENT is made the <

BETWEEN:

- (1) << Name of Shareholder>>
- (2) <<Name of Shareholder>>
- (3) << Name of Shareholder>>
- (4) <<Name of Shareholder>>
- (5) [<<Name of Company>: incorporation>> under No. <<Insert Registered office</p>

BACKGROUND:

- A. The Company is a private issued share capital of £<</p>
 £ <<amount>> each, all of
- B. The Shareholders are the class of Shares in the Com
- The parties to this Agreem affairs of the Company on

IT IS AGREED as follows:

- 1. Definitions and Interpreta
 - 1.1 In this Agreement,
 - "Annual Business Plan"

"Articles"

"Auditors"

"Board"

"Board Meetings"

th >> << Year >>

s address>> ("Shareholder A");

s address>> ("Shareholder B");

s address>> ("Shareholder C");

s address>> ("Shareholder D");

prated in <<Insert Country of per>> whose registered office is at pany").]

the date of this Agreement has an <<number>> of ordinary shares of

eficial holders of the number and lule 1.

ions between themselves and the the conditions of this Agreement.

vise requires:

d by the directors of the Company, inancial Year of the Company, ed objectives of the Business, ojections and an operating budget

Association of the Company as time to time;

s constituted from time to time) of ne are appointed, the accountants from time to time:

lirectors (as constituted from time v:

of all or the required quorum of ny;

"Business"

"Business Day"

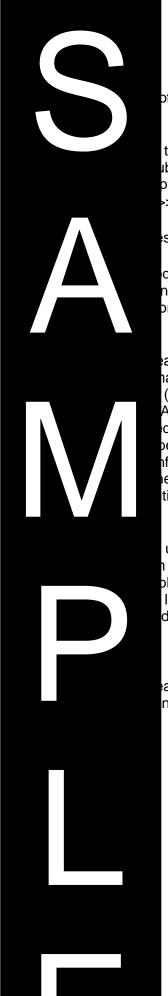
"Business Hours"

"Clear Days"

"Confidential Information"

["Data Protection Legislation"

"Financial Year"



of the Company is as set out in

than Saturday and Sunday) which ablic holiday, on which ordinary pen for [their full range of normal]

ss hours of Company>>;

d of notice, means, that period n the notice is given or deemed to or which it is given or on which it is

ach party to this Agreement ("the nation which is disclosed to that ("the Informant") pursuant to or in Agreement, whether orally or in dium, and whether the information be confidential or marked as such, iformation shall not include any in public domain other than by the tiality obligations contained in this

until the General Data Protection (EU) 2016/679) ("GDPR") is no ble in the UK, the GDPR and any laws, regulations, and secondary d from time to time) in the UK and legislation which succeeds the

ar of the company determined in n 390 of the Companies Act 2006;

"Intellectual Property"

"Intellectual Property Rights"

"Ordinary Shares"

"Reserved Matters"

"Respective Proportions"

"Shares"

"Shareholders"

"Share Transfer Provisions"

"Warranties"

marks, service marks, registered ations and rights to apply for any s, trade, business and company et domain names and e-mail registered trademarks and service thts, database rights, know-how, s and inventions;

ences, consents, orders, statutes relation to a right in paragraph (a);

me or similar effect or nature as or agraphs (a) and (b) which now or ay subsist; and

e for past infringements of any of ghts;

roperty owned, used or required pany;

s of <<Insert value of a share>> ne Company, issued as fully paid;

rred to in Clause 14;

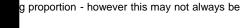
Shareholder, the proportion which neld by that Shareholder bears to used Shares. Each Shareholder's is as set out in Schedule 1¹;

es;

A, Shareholder B, Shareholder C d any person to whom they may e Shares pursuant to the Articles

s of the Articles relating to the nd expressions defined in those ame meaning in this Agreement;

set out in Clause 7;



¹ The drafting assumption is that all sharehold the case.

"Year"

n << Date of Agreement>> and any ite during the continuance of this has the corresponding meaning.

- 1.2 Unless the context
 - 1.2.1 "writing", an communicat similar mear
 - 1.2.2 a statute or provision as
 - 1.2.3 "this Agreen this Agreem document a from time to
 - 1.2.4 Clauses and and to this A are, unless of the Claus
- 1.3 In this Agreement:
 - 1.3.1 all agreeme which comp several;
 - 1.3.2 any reference personal re assignees;
 - 1.3.3 any refere unincorpora
 - 1.3.4 words impor
 - 1.3.5 words impor
- 1.4 The headings in thi its interpretation.

2. [Administration

Unless otherwise agreed u

- 2.1 the initial director <<Name>> and << relation to the appoint below;
- 2.2 the chairman of the
- 2.3 [the secretary of the
- 2.4 the registered office

reference in this Agreement to:

365 (or in the case of a leap year,

ion, includes a reference to any facsimile transmission, email or

is a reference to that statute or at the relevant time;

ement or document referred to in lent or such other agreement or oplemented, modified or novated hedules; and

ces to Clauses and Schedules of s to Sub-clauses and Paragraphs ces to Sub-clauses or Paragraphs the reference appears.

of the parties to the Agreement rson or entity shall be joint and

s a reference to their respective accessors in title and permitted

ncludes any body corporate, hip or any other legal entity;

the plural and vice versa; and any other gender.

venience only and shall not affect

holders to the contrary:

all be <<Name>>, <<Name>>, older shall have certain rights in directors as set out in Clause 6

>>;

ame>>;]

e <<Address>>;

2.5 the Auditors of the

2.6 the accounting refe Year; and

2.7 the Company's ban

3. Business of the Compan

- 3.1 The business of t business>>, subject provisions of this Action 1.
- 3.2 Each of the Shareh act in good faith in in relation to all mat reasonable endeav operate with the company.

4. Finance

- 4.1 The initial finance for means of their subs
- 4.2 No Shareholder s Company.
- 4.3 Any further funding practicable, be sat Such bank loan or obtainable but on advance by all the \$\frac{3}{2}
- 4.4 To the extent that acceptable to all the Any funds advance of a term loan on the
- 4.5 If any finance requ notes or by debent to the Shareholders
- 4.6 Any guarantees or obligations of the Shareholders on a
- 4.7 Any cash and surp placed on deposit a by the Board.

5. Financial Information

The Shareholders shall pro

5.1 maintains adequate conduct of its Busin laws and generally

ne of auditors>>:

pany shall be <<date>> in each

bankers>>.]

rt nature and description of the to time in accordance with the

another that they will at all times or Shareholders and the Company reement and that they will use [all] evelop the Business and to cone running and operation of the

n provided by the Shareholders by their Respective Proportions.

vide any further funding to the

pany shall, as far as reasonably e sources, such as a bank loan. I be on the most favourable terms ns shall be agreed in writing in

possible or available on terms by be advanced by a Shareholder. It is Shareholder may be in the form bet out in Schedule 2.

to be raised by the issue of loan and/or debenture shall be offered ortions.

e Shareholders in respect of the pan shall be given by all the

ne held by the Company shall be ble and with institutions approved

and other records relating to the the requirements of all applicable ciples; and

5.2 permits all director accounting and ot notice during Busin ave full access to the financial, the Company upon reasonable

6. **Directors**

- 6.1 Each Shareholder Board
- 6.2 The maximum num time shall be [four].
- 6.3 Each Shareholder wants to be his/he appoint another per
- 6.4 The appointment as the Company and Each Shareholder appointment or ren the provisions of CI
- 6.5 The directors shall
- 6.6 A director may, Shareholder which director in its place

oint [one] director to sit on the

ng alternate directors) at any one

or any other person that he/she ve this director at any time and

shall be made in writing served on me it is served on the Company. Board's approval for any such ointment or removal is subject to

ent by rotation.

and continuing consent of the ppoint a person to be an alternate the director thinks fit.

Warranties³ 7.

Each Shareholder warrants

- 7.1 it has the required
- 7.2 it has the required exercise its rights u
- 7.3 this Agreement is le

Each of these Warranties otherwise provided in this warranty or anything in this

rs that:

ter into this Agreement;

fully perform its obligations and

endent and except as expressly limited by reference to any other

8. **Issue of Shares**

- 8.1 If the Company wis procure that the Co number of Shares (the "Company's No
- 8.2 Each Shareholder the price set forth proposed to be issu total issued shares

Shares [for cash] the parties shall to each Shareholder stating the e per Share to be subscribed for

not the obligation to subscribe at for that proportion of the Shares Shares held by him bears to the gives its notice. This option may

² This means that although this is the default ing directors, should 75% of the shareholders

ompanies. This provides a level of comfort to er is a company, consider adding a warranty in cuments.

collectively wish to appoint or remove a directo These warranties can be given whether the other shareholders that the agreement is bindin relation to entering into this Agreement not being



be exercised by n number of days>> payment in full for t

8.3 Any Shares referr Shareholders do no the manner stated within << Insert num period specified in \$

9. Transfer of Shares

- 9.1 No Shareholder shadispose of any Shaprovisions of this C
- 9.2 A Shareholder may
 - 9.2.1 the transfer
 - 9.2.2 the Seller sl
 his wish to n
 the name a
 remaining S
 option but n
 proposed to
 bears to the
 issued for th
 the Seller's
 Seller giver
 following the
 Shares to be
 - 9.2.3 any Shares remaining stransferred provided su days after thabove; and
 - 9.2.4 except in the proposed to Agreement the applicate hereto.
- 9.3 The Board shall complies with the registration any oth
- 9.4 [In the event of any occurring in relation have given (and the Seller's Notice in downwards held by him but not the obligation per share determine cash against delive

iven at any time within <<Insert mpany's Notice accompanied by ed for.

s Notice with respect to which nay be issued by the Company in provided such sale is completed the after the expiry of the option

e, charge, encumber or otherwise in except in accordance with the

y other person provided that:

ith the Share Transfer Provisions;

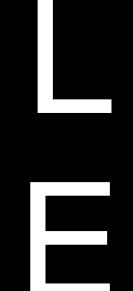
offer ("the Seller's Notice") stating consideration price per share and oposed transferee to all of the ave the irrevocable and exclusive hase that proportion of the Shares e number of Shares held by him al at the time the Seller's Notice is e and upon the terms specified in y be exercised by notice to the <Insert number of days>> days panied by payment in full for the

Notice with respect to which the exercise their options may be nner stated in the Seller's Notice ithin << Insert number of days>> riod specified in Sub-clause 9.2.2

one Shareholder to another, the a deed of adherence to this ansferee agrees to be bound by all greement as if he were a party

any transfer of Shares which e 9, and decline to approve for

ferred to in Sub-clause 9.5 below Shareholder shall be deemed to all be deemed to have received) a eding such event in respect of the shall have the irrevocable option of the offered Shares for the price Clause 10 below, terms to be for and relative certificate[s].



9.5 The circumstances

- 9.5.1 If, being a confidence of the Confidence of a bona final the other withheld,) or manager ap
- 9.5.2 [if, being an
- 9.5.3 in the even Company he
- 9.5.4 if any Shai obligations u capable of after being g
- 9.5.5 if any Share from his pos

10. [Valuation of Shares

The sale and purchase p shall be such sum as the A such Shares as between length terms as at the date account that such Shares r

11. Shareholders' General M

- 11.1 The Shareholders Shareholders' gene
- 11.2 At a general meetir show of hands of resolution, unless a
 - 11.2.1 the chairma
 - 11.2.2 at least two
 - 11.2.3 Shareholder carrying rig resolutions.
- 11.3 Shareholder meetii required or as req otherwise agreed in notice in writing sh vote at a general m great a detail as is This provision is su
- 11.4 The Company shall

above are:

bwning equal to or more than 50% capital at that time, goes into oluntary (except for the purposes algamation with the consent of all nsent not to be unreasonably eceiver, administrative receiver or ts assets or undertakings;

ler dies;]

made against the Shares in the

[material] breach of any of his distance fails to remedy such a breach (if number of days e.g. 30>> days Shareholders so to do;

employee of the Company retires

nsferred under Clause 9.4 above e, in their opinion, the fair value of villing seller, contracting at arm's such option but without taking into est in the Company.]

ither by written resolution or at

holders shall be determined by a sent and entitled to vote on the poll vote may be demanded by:

m time to time;

vote on the resolution;

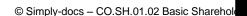
one tenth of the share capital results of the substantially all Shareholder

such time or times as may be irectors or Shareholders. Unless eholders, at least 14 Clear Days' hareholders entitled to attend and ers. Such notice shall specify in as to be considered at the meeting. below.⁴

meeting yearly and in any event

06 to hold Annual General Meetings. Many will

⁴ Note that private limited companies are not restill choose to hold an AGM however and this is



not more than 15 m meeting of the Columbia writing by all the SI be given to all the general meeting. So the business to be

11.5 The quorum neces section 318 Comp minutes of the time adjourned to the soriginal meeting. If thirty minutes from shall be dissolved.

12. Company Communicatio

The Shareholders shall gi communications when cor sole discretion of the Com

13. **Management**

- The Board shall management of the Business Plan.
- 13.2. [This shall include:
 - a) promoting the Busin
 - b) holding Board Meet at least <<10>> Bu and meeting papers
 - c) obtaining and mail consents and licent
 - d) obtaining and main the Business;
 - e) maintaining and pro on the Business; ar
 - f) taking all necessary

14. Reserved Matters⁵

- 14.1 The Shareholders s the Company shall Shareholders' gene the Shareholders:
 - 14.1.1 alter its [Mei
 - 14.1.2 alter any of

⁵ There may be other matters that the Shareho each company's individual requirements.

en the date of one annual general next. Unless otherwise agreed in Clear Days' notice in writing shall o attend and vote at the annual as great a detail as is practicable g.]

eral meeting shall be as set out in orum is not present within thirty al meeting, the meeting shall be n the seventh day following the ig a quorum is not present within he meeting the adjourned meeting

use by the Company of electronic areholders, such use to be at the

day to day administration and y within the terms of the Annual

wth and development;

quence, e.g once a month>>, with ch notice shall include an agenda

d effect all necessary approvals, on the Business:

asonably required for carrying on

operty Rights required for carrying

ta Protection Legislation.]

s contemplated by this Agreement sing a unanimous resolution at a the prior written consent of all of

Association;

Shares:

andard list that may be added to depending on



14.1.3 subject to C liquidation o

- 14.1.4 pass any re company;
- 14.1.5 alter the Cor
- 14.1.6 create or gr floating) or a
- 14.1.7 lend, advand firm or corpo
- 14.1.8 change the other than the
- 14.1.9 instigate an ordinary cou
- 14.1.10have as its months and date other the
- 14.2 The Shareholders s the Company shall the action at a gen of the holders of s rights of eligible Sha
 - 14.2.1 [subject to the Comp
 - 14.2.2 other than dispose of c substantial p
 - 14.2.3 acquire any long term co value in exc plant and ed business of previously a
 - 14.2.4 purchase or or dispose of
 - 14.2.5 engage any remuneratio or agree to i remuneratio consultants
 - 14.2.6 acquire or other security
 - 14.2.7 allow the a Company to
 - 14.2.8 in respect o any amount bonus or oth

y resolution for the winding up or

ation of the Company as a public

ed office:

gage or charge (whether fixed or e whole or any part of its assets;

e the indebtedness of any person,

siness or undertake any business

ct of the debts owing to it in the

period other than a period of 12 end of any accounting period any for end of accounting period>>.

- s contemplated by this Agreement ng a special resolution approving the prior written consent of 75% ess than 75% of the total voting
- 6,] appoint or remove any director

f business transfer or otherwise or disposition of the whole or any ertaking of the Company whether sactions;

rtaking or enter into any material commitment or investment with a t>> save in respect of machinery, uired in the ordinary course of the of which the Shareholders have a

e or tenancy or otherwise acquire / estate or interest;

or consultant or agent for a amount>> per annum or increase <<Insert amount>> per annum the s directors, officers, employees,

debentures, debenture stock or

ts borrowed and raised by the ht>>; and

of the Company pay or distribute any capacity by way of dividend, r kind.



15. **Dividend Policy**

A minimum of <<Insert p Section 736 of the Compa the Company derived from lawfully available for di Shareholders. Such distrik e.g. 3>> months after de Company for approval and powers as members of the

16. **Non-Competition**

- 16.1 No Shareholder sh so long as he/she after the party in qu
 - a) carry on or <<Insert geo part of the B
 - b) except as a the custom months, a cl
 - c) offer emplo attempt to s is at the time the Comparattempt by a
 - d) solicit or en who supplie services to t
- 16.2 The undertakings in Shareholder and to Shareholder in ar Shareholder's own other person.
- 16.3 Each of the undert and reasonable.
- 16.4 Each of the unde enforceable separa undertaking is foun deleted or the perio with such modific enforceable.
- 16.5 Each of the under Company and all the Business's good

⁶ The restrictions regarding duration and geogr enforceable. Provisions that are too restrictive extent, the parties should consider what is actu ⁷ Again this must be reasonable and proportion istributable profits (as defined in ompany in each Financial Year of the Company for such period and stributed as dividends to the than << Insert number of months accounts to the directors of the exercise their respective rights and the same is done.

written consent of the Board, for relation consent of the Board, for each older:

or interested in any business in would be in competition with any

ive of the Company, deal or seek or was within the previous 12 ompany;

contract for the services of, or the Company any individual who a director, officer or employee of ate the making of such offer or

from the Company any supplier the previous 12 months goods or

y each Shareholder to each other ly to actions carried out by each er directly or indirectly, on the y other person or jointly with any

insidered by the parties to be fair

a separate undertaking and is of any other undertaking. If any out would be valid if part of it was educed, the restriction shall apply cessary to make it valid and

for the purpose of providing the on-going benefit and protection of

and proportionate so as to ensure that they are the purpose of the clause. In determining their will of the Company and its business.

17. **Duration**

This Agreement shall con Shareholders for so long a member in respect of a termination or the Compan

18. **Termination**

- 18.1 Subject to Clause 1
 - a) when a res Company, o person inst wound up Shareholder
 - b) on the appreciate over the making the affairs, to supervisor;
 - c) when, as a Agreement beneficial ho
 - d) [list any other
- 18.2 On termination of force:
 - a) Clause 1 (D
 - b) Clause 16 (
 - c) this clause;
 - d) Clause 20 (
 - e) Clause 22 (
 - f) Clause 23 (
 - g) Clause 24 (
 - h) Clause 25 (
 - i) Clause 26 (l
 - j) Clause 29 (
 - k) Clause 30 (
 - I) [OTHERS].
- 18.3 Termination of this or liabilities of an termination, including the Agreement which

effect and shall bind each of the beneficial owner and/or registered pany or until this Agreement's below.

I terminate:

Shareholders or creditors of the court or other competent body or hall lead to the Company being stributed among the Company's

, administrator or administrative of the assets of the Company or the creditors of the Company for the Company to be managed by a

res made in accordance with this re person remains as legal and

owing Clauses shall continue in

on);

у),

diction); and

ct the rights, remedies, obligations ave accrued up to the date of nages in respect of any breach of e date of termination.

19. Winding Up

- 19.1 If in accordance wit the Shareholders s timely winding up o votes at a general the Company nom Meeting to approve steps which are required.
- 19.2 The Shareholders insolvency practitio unable to come to liquidator.
- 19.3 In order to recover in its winding up, permitted by law a and in doing so mechanism that ma

20. Confidentiality

- 20.1 The Recipient und writing by the Inforr this Agreement ar termination:
 - 20.1.1 use his or I Information;
 - 20.1.2 not disclose its current accountants where such obligations, required to o
 - 20.1.3 not use any contemplate
 - 20.1.4 not to make of any Confi
 - 20.1.5 ensure that done by that 20.1.1 to 20
- 20.2 The provisions of t their terms, notwith:

21. Observance and Conflict

- 21.1 Each party shall co and each and eve between themselve been so enforceabl
- 21.2 Insofar as any pro

In to wind up the Company arises, Il necessary steps to secure the reholders shall cast all necessary and shall cause the directors of all necessary votes at a Board Company, in addition to any other ng up of the Company.

liquidator is a properly licensed reholders. If the Shareholders are pany's Auditors shall appoint the

ay be available from the Company
I prove to the maximum extent
I due to them from the Company
Iny right of set-off or other act or

ant that except as authorised in all times during the continuance of ber of years e.g. 5>> after its

keep confidential all Confidential

ation to any other person except es, bankers, lenders, partners, sional advisers, in each case only under appropriate confidentiality or entity to whom any party is information by law;

for any purpose otherwise than as erms of this Agreement;

any way or part with possession

or advisors does any act which, if h of the provisions of Sub-clauses

tinue in force in accordance with of this Agreement for any reason.

with the provisions of the Articles les is enforceable by the parties my such provision might not have

nflicts with any provisions of this



Agreement the pro shall so require, the to agree with the pr

22. Notices and Service

- 22.1 All notices to be giv be delivered perso telex, cable, facsim
 - 22.1.1 in the case of
 - 22.1.2 in the case Business Da
 - 22.1.3 in the case (being Busir after the dat
 - 22.1.4 in the case during norm sent outside Business Day.
- 22.2 Any notice to a Sha as set forth in the Shareholder may ha
- 22.3 [Any notice to the Company or to suc pursuant to this Cla

23. No Partnership or Agenc

- 23.1 This Agreement sh venture between ar
- 23.2 Nothing in the Agr parties the agent of

24. Variation and Waiver

- 24.1 No variation of this signed by or on beh
- 24.2 A waiver of any ri effective if it is given remedy. Any such v given and shall not
- 24.3 A failure or delay by this Agreement or by or remedy, nor sha other right or remed
- 24.4 No single or partial Agreement or by law other right or remed

t shall prevail. If any Shareholder cure that the Articles are amended

shall be in writing and shall either ass or airmail prepaid post or by and shall be deemed duly served:

onally, at the time of delivery;

y first class prepaid post, 2 Clear atch:

eas by airmail, 7 Business Days o which the notice is dispatched)

le transmission or email, if sent at the time of transmission and if urs then on the next following b) that a confirmatory copy is sent by the end of the next Business

the address of such Shareholder or to such other address as such to this Clause.

t to the registered offices of the Company may have designated

as to create a partnership or joint

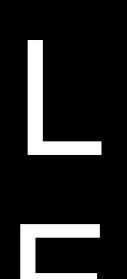
ed so as to constitute any of the

fective unless it is in writing and ime being.

nis Agreement or by law is only by the party waiving such right or the circumstances for which it is ny subsequent breach or default.

hy right or remedy provided under a waiver of that or any other right ny further exercise of that or any

or remedy provided under this the further exercise of that or any



24.5 A person that waive law in relation to or person, does not af

25. Severance

If any provision of this Agre be invalid or unenforceabl valid as to its other provision

26. Entire Agreement

- 26.1 This Agreement c supersedes and i between the parties
- 26.2 Each party acknow on any representat except as expressly
- 26.3 Without limiting the remedy in respect have relied in ente breach of contract. liability for any fraud

27. Non – Assignment

This Agreement is person [or] charge (otherwise the hereunder, or sub-contract except in accordance with

28. Further Assurance

Each party shall from time and after its termination) d reasonably necessary in or

29. **Costs**

EITHER

The costs and expenses (in the preparation, negotiat documentation shall be both

OR

Except as expressly provious costs and expenses incurexecution of this Agreement

30. Applicable Law and Juris

30.1 This Agreement sh

vided under this Agreement or by ils to take any action against that in relation to any other person.

urt or other competent authority to s Agreement shall continue to be the affected provision.

ement between the parties and agreements and understandings

Ito this Agreement, it is not relying ctual statement or other provision ent.

ing, neither party shall have any made to him upon which he may and a party's only remedy is for s Agreement purports to exclude

ther party may assign, mortgage, or sub-license any of its rights any of its obligations hereunder, ent.

e continuance of this Agreement Ite all such documents as may be Provisions of this Agreement.

gal and accountancy expenses) of this Agreement and associated

nt, each party shall pay their own the preparation, negotiation and entation.

construed in accordance with the

laws of England and 30.2 The parties agree the courts of Englar

ve] [non-exclusive] jurisdiction of

executed the day and year first

IN WITNESS WHEREOF this Ag before written:

SIGNED by

<< Name of Shareholder A>>

In the presence of <<Name & Address of Witness>>

SIGNED by

<< Name of Shareholder B>>

In the presence of <<Name & Address of Witness>>

SIGNED by

<< Name of Shareholder C>>

In the presence of <<Name & Address of Witness>>

SIGNED by

<< Name of Shareholder D>>

In the presence of <<Name & Address of Witness>>

SIGNED by

<<Insert name of person signing f for and on behalf of <<Insert Com

In the presence of

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<<Name & Address of Witness>>

Number of Shares	Shareholders' Respective Proportions

Name of Shareholder	Address Sharehold	
		Λ
		$\mathbf{\Lambda}$

Name of Sharehol

<< >>

<< >>

<< >>

<< >>

<<Insert terms and condit

S

Amount of Loan

£

<< >>

<< >>

<< >>

<< >>

under this Agreement>>