

This **Standard Shareholder Agreement**

includes the following clauses:

Parties: Please complete the names of the parties to the Agreement, optional and the document information.

5. Adding the Company as a party is optional. The "Parties" clause and "Parties' Notes" should be read for more information.

Note that the parties to a shareholder agreement can be individuals or companies (although they can also be partnerships, for example, but this is less common). The parties may be the sole shareholders or a combination of the two. The parties to the Agreement should be the Company through a specifically created vehicle. Whoever the parties are, the Agreement should be specifically drafted of the contract, however more thought may need to be given to certain provisions if corporate entities are involved.

6. The parties to the Agreement should be individuals or private limited companies, for example, partnerships, but this is less common. The parties may be the sole shareholders or a combination of the two. The parties to the Agreement should be the Company through a specifically created vehicle. Whoever the parties are, the Agreement should be specifically drafted of the contract, however more thought may need to be given to certain provisions if corporate entities are involved.

Recitals: Since the Companies Act 2006 came into force on 1st October 2009, the issued share capital of the Company should be recorded in the Company's register of members. The number of shares issued should be inserted in the Recitals and also the date of the Agreement.

7. The number of "authorised share capital" from 1st October 2009, the issued share capital of the Company should be recorded in the Company's register of members. The number of shares issued should be inserted in the Recitals and also the date of the Agreement.

1. Definitions and Interpretation: This clause defines the "Company", "Business Day", "Business Hours" and the "Company" should be inserted in the Recitals and also the date of the Agreement.

8. The number of "authorised share capital" from 1st October 2009, the issued share capital of the Company should be recorded in the Company's register of members. The number of shares issued should be inserted in the Recitals and also the date of the Agreement.

2. Administration: This is an optional clause. If the Company has a Secretary, the name of the Secretary should be inserted in the Recitals and also the date of the Agreement.

9. The number of "authorised share capital" from 1st October 2009, the issued share capital of the Company should be recorded in the Company's register of members. The number of shares issued should be inserted in the Recitals and also the date of the Agreement.

3. Representations and warranties: This clause contains a warranty and a representation that the parties to the Agreement are the sole shareholders of the Company and that they are not aware of any other shareholders. This clause also contains a warranty that the parties to the Agreement are not aware of any other shareholders. This clause gives the parties to the Agreement the right to sue the other shareholders for breach of warranty. This clause gives the parties to the Agreement the right to sue the other shareholders for breach of warranty. This clause gives the parties to the Agreement the right to sue the other shareholders for breach of warranty.

10. The number of "authorised share capital" from 1st October 2009, the issued share capital of the Company should be recorded in the Company's register of members. The number of shares issued should be inserted in the Recitals and also the date of the Agreement.

4. Finance: This clause deals with the Company's financial obligations. It states that the Company is not under any obligation to provide any money to the shareholders. It also states that the Company is not required to use any money to provide any money to the shareholders. It also states that the Company is not required to use any money to provide any money to the shareholders. It also states that the Company is not required to use any money to provide any money to the shareholders.

11. The number of "authorised share capital" from 1st October 2009, the issued share capital of the Company should be recorded in the Company's register of members. The number of shares issued should be inserted in the Recitals and also the date of the Agreement.

5. Financial Information: This clause requires the Company to keep adequate financial records. It also requires the Company to provide the shareholders with a copy of the financial records. It also requires the Company to provide the shareholders with a copy of the financial records. It also requires the Company to provide the shareholders with a copy of the financial records.

12. The number of "authorised share capital" from 1st October 2009, the issued share capital of the Company should be recorded in the Company's register of members. The number of shares issued should be inserted in the Recitals and also the date of the Agreement.

6. Issue of Shares: This clause states that the Company has the right to issue new shares. It also states that the Company has the right to issue new shares. It also states that the Company has the right to issue new shares. It also states that the Company has the right to issue new shares.

13. The number of "authorised share capital" from 1st October 2009, the issued share capital of the Company should be recorded in the Company's register of members. The number of shares issued should be inserted in the Recitals and also the date of the Agreement.

7. Transfer of Shares: This clause states that the Company has the right to transfer shares. It also states that the Company has the right to transfer shares. It also states that the Company has the right to transfer shares. It also states that the Company has the right to transfer shares. It also states that the Company has the right to transfer shares. It also states that the Company has the right to transfer shares. It also states that the Company has the right to transfer shares.

14. The number of "authorised share capital" from 1st October 2009, the issued share capital of the Company should be recorded in the Company's register of members. The number of shares issued should be inserted in the Recitals and also the date of the Agreement.

8. Valuation of Shares: This is a clause that states that the Company has the right to value its shares. It also states that the Company has the right to value its shares. It also states that the Company has the right to value its shares. It also states that the Company has the right to value its shares.

15. The number of "authorised share capital" from 1st October 2009, the issued share capital of the Company should be recorded in the Company's register of members. The number of shares issued should be inserted in the Recitals and also the date of the Agreement.

- 7.5 are included. The Clause accountant if there is a deemed transferred at a fair value.
9. The Board: This Clause allows the appointment of a chairman. The records of board meetings should be recorded in the fields.
10. Shareholder Meetings: This Clause sets out the procedure for shareholder meetings under the Companies Act 2006. The requirement for companies to hold an Annual General Meeting but the requirement for AGMs will continue to be retained if AGMs will continue to be retained.
11. Company Communications: This Clause allows companies to communicate with its shareholders via electronic means. This Clause places the shareholder responsibility on the shareholder to consent to receive communications electronically.
12. Management: This Clause sets out the duties of the directors within the terms of the Annual Business Plan. The directors must also prepare accounts of the Company every year. The Business Plan for the first financial year will be adopted. Sub-Clause 12.2 states that the first Business Plan will be adopted and signed. If any of the shareholders wish to retain their shares, clause 12.4 should be retained. The document "Notes" should be read for more information about tax relief.
13. Reserved Matters: This Clause prevents the Company doing a reserved matter. Some of the matters listed require a 75% majority. More information is in the document "Shareholders Agreement Notes".
14. Dividend Policy: This Clause sets out the percentage of the Company's profits available for distribution in any year. The Company may distribute more if it so wishes.
15. Winding Up: This Clause places the responsibility on the shareholders to cooperate in a winding up.
16. Confidentiality: This Clause prevents the disclosure of confidential information.
17. Non Competition and Non solicitation: This Clause prevents persons who cease to be shareholders in the Company from competing or interfering or enticing away any person, business or employee. The time periods when these restrictions apply must be inserted. As a general rule, restrictions may be permitted in excess of 12 months.
18. Conflict with the Articles: This Clause states that the Shareholder Agreement will prevail over the Articles in the event of a conflict.
19. Duration: This provides for the Shareholder Agreement to last until the Company is wound up.
20. Notices and Service: This Clause sets out the service of notices under the Shareholder Agreement. Clause 20.3 should be deleted if the Company is not a party to the Shareholder Agreement.
21. No Partnership or Agency: This Clause prevents an agency or partnership from being formed between the Shareholders.
- valued by the Company's auditor or ensure that the shares are
- ectors to the board and the e between board meetings should be
- d procedure for shareholder meetings requirement for companies to hold an 10.3 and Clause 10.4 should be
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- un the affairs of the Company within any duties given to them by the Business Plan and prepare management eement assumes that the Business Sub-Clause 12.2 states that the first n the date that this Agreement is
- their shares, clause 12.4 should be "Notes" should be read for more
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- partnership relationship being
22. No Waiver: Under English law as a waiver of that right. This
23. Severance: Another boilerplate Shareholder Agreement as in will be able to strike out the v practice known as the “blue p
24. Entire Agreement: A boilerplate supersedes any prior agreem statements or other evidence
25. Non-Assignment: A boilerplate charging their rights under the so under the terms of the Sha
26. Further Assurance: A boilerplate everything required to fulfil the
27. Costs: This Clause requires the Agreement.
28. Applicable Law and Jurisdiction Agreement will be governed b either exclusive or non-exclus Agreement. If non-exclusive, in another country hearing the consuming process.
- Schedule 1: Loans – Any agreed to Schedule can be deleted if no
- Schedule 2: Directors of the Company here.

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(2) < B >>

(3) < C >>

(4) < D >>

[(5) < e >>]

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SHAREHOLDERS

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THIS AGREEMENT is made the << Day >> << Month >> << Year >>

BETWEEN:

- (1) <<Name of Shareholder>> <<Address>> ("Shareholder A");
- (2) <<Name of Shareholder>> <<Address>> ("Shareholder B");
- (3) <<Name of Shareholder>> <<Address>> ("Shareholder C");
- (4) <<Name of Shareholder>> <<Address>> ("Shareholder D");
- (5) [**<<Name of Company>>** incorporated in <<Insert Country of incorporation>> under No. <<Insert Registered office of Company>> whose registered office is at <<Insert Registered office of Company>>).]

WHEREAS:

- A. At all material times the Company has been and is a duly incorporated company and at the date of this Agreement has an issued share capital of £<< amount >> divided into << number >> shares of £<< amount >> each.
- B. At all material times the Shareholders have been and are the registered and beneficial holders of the following number of shares of the Company as fully paid:

Shareholder A: << number of shares owned >>;

Shareholder B: << number of shares owned >>;

Shareholder C: << number of shares owned >>; and

Shareholder D: << number of shares owned >>.
- C. The parties to this Agreement have entered into the above stated relations between themselves and the affairs of the Company and have agreed to be bound by and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires:

"Annual Business Plan" means the business plan approved by the directors of the Company, for the Financial Year of the Company, setting out the objectives of the business of the Company, the cash flow projections and an estimate of the profit for the Financial Year;

“Articles”

“Auditors”

“Board”

“Business”

“Business Day”

“Business Hours”

“Clear days”

“Company”

**“Confidential
Information”**

“Financial Year”

“Ordinary Shares”

“Reserved Matters”

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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

>>, a company incorporated in
corporation>> under No. <<Insert
whose registered office is at
ice of Company>>;

each party to this Agreement (“the
ation 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,
information shall not include any
e public domain other than by the
tiality obligations contained in this

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

s of <<Insert value of a share>>
e Company;

rrred to in Clause 13;

“Service Agreements”

agreements in the agreed terms
y and each of the directors and
or>>;

“Shares”

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“Shareholders”

A, Shareholder B, Shareholder C
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**“Share Transfer
Provisions”**

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1.2 Unless the context

reference in this Agreement to:

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legal entity;

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the plural and vice versa; and

1.3.5 words impor

any other gender.

- 1.4 The headings in this Agreement shall be for convenience only and shall not affect its interpretation.
2. **[Administration]**
- Unless otherwise agreed by the Shareholders:
- 2.1 [the secretary of the Company shall be << name >>];
- 2.2 the registered office of the Company shall be << Address >>;
- 2.3 the Auditors of the Company shall be << name of auditors >>;
- 2.4 the accounting reference date of the Company shall be << date >> in each Year; and
- 2.5 the Company's bankers shall be << names of bankers >>.]
3. **Representations and warranties**
- Each of the Shareholders represents and warrants to each of the others that it has taken all necessary other steps to ensure the Company is validly to accept and perform the obligations required under this Agreement and that performance of the provisions of this Agreement shall not constitute a default under any agreement or other contract binding upon him.
4. **Finance**
- 4.1 No Shareholder shall be required to provide any further funding to the Company beyond the amount and funding agreed in writing by the Shareholders.
- 4.2 Any finance required by the Company shall be borrowed by way of bank facility from the Company's bankers or from other normal market sources upon terms agreed in writing by the Shareholders.
- 4.3 To the extent that such finance cannot be obtained or in Sub-clause 4.2 is not possible or is not available for any reason, any funds advanced by any Shareholder shall be in the form of a loan under the conditions contained in Schedule 1.
- 4.4 If any finance required by the Company is to be raised by the issue of loan notes or debentures, such notes or debentures shall be offered to the Shareholders pro rata in accordance with their holdings from time to time.
- 4.5 Any guarantees or other security in respect of the obligations of the Company shall be given by all the Shareholders and shall be given severally by each Shareholder.
- 4.6 Any cash and surplus funds of the Company shall be held by the Company shall be placed on deposit with banks or other institutions approved by the Board.

5. Financial Information

The Shareholders shall provide

- 5.1 maintains adequate books and other records relating to the conduct of its business;
- 5.2 permits all directors to have full access to the financial and accounting records on reasonable notice during Business Hours.

6. Issue of Shares

- 6.1 If the Company wishes to issue Shares [for cash] the parties shall procure that it shall issue the Shares to be issued by a Shareholder stating the number of Shares to be subscribed for (the "Company's Notice")
- 6.2 Each Shareholder shall not be obliged to subscribe at the price set forth in the Company's Notice for that proportion of the Shares proposed to be issued which the number of Shares held by him bears to the total issued shares. This option may be exercised by notice given at any time within <<Insert number of days>> days following the Company's Notice accompanied by payment in full for the Shares to be subscribed for.
- 6.3 Any Shares referred to in the Company's Notice with respect to which the Company may be issued by the Company in the manner stated above may be provided such sale is completed within <<Insert number of days>> days following the after the expiry of the option period specified in the Company's Notice.

7. Transfer of Shares

- 7.1 No Shareholder shall sell, assign, charge, encumber or otherwise dispose of any Shares except in accordance with the provisions of this Clause.
- 7.2 A Shareholder may transfer his Shares to any other person provided that:
 - 7.2.1 the transfer is in accordance with the Share Transfer Provisions;
 - 7.2.2 the Seller shall give notice ("the Seller's Notice") stating his wish to transfer the Shares, the consideration price per share and the name of the proposed transferee to all of the remaining Shareholders. The Seller shall have the irrevocable and exclusive option but not the obligation to transfer that proportion of the Shares proposed to be transferred which the number of Shares held by him bears to the total issued shares at the time the Seller's Notice is issued for the Shares to be transferred and upon the terms specified in the Seller's Notice. This option may be exercised by notice to the Seller given at any time within <<Insert number of days>> days following the Seller's Notice accompanied by payment in full for the Shares to be transferred.
 - 7.2.3 any Shares referred to in the Seller's Notice with respect to which the Company may be issued by the Company in the manner stated above may be provided such sale is completed within <<Insert number of days>> days following the after the expiry of the option period specified in the Company's Notice.

transferred to the Buyer as provided subject to the Buyer's payment within <<Insert number of days>> days after the date of the Seller's Notice. Clause 7.2.2

7.2.4 except in the event of a proposed transfer of Shares to one Shareholder to another, the transferee agrees to be bound by all the provisions of the Agreement as if he were a party hereto.

7.3 The Board shall approve any transfer of Shares which complies with the provisions of the Agreement and shall sign a deed of adherence to this Agreement.

7.4 [In the event of any transfer of Shares occurring in relation to the Shares held by him, the Seller shall have given (and the Buyer shall have received) a deed of adherence to this Agreement. The Seller's Notice in due form shall have the irrevocable option of the offered Shares for the price per share determined in Clause 8 below, terms to be for cash against delivery of the Shares and the relative certificate[s].]

7.5 The circumstances in which the Seller shall have the option above are:

7.5.1 If, being a controlling shareholder of the Company, the Seller, whether controlling or not, goes into liquidation or is declared bankrupt or is the subject of a *bona fide* reconstruction or is the subject of an administrative receiver or manager appointed over the Company;

7.5.2 [if, being an employee of the Company, the Seller dies;]

7.5.3 in the event of a breach of any of his obligations under the Agreement made against the Shares in the Company held by the Seller;

7.5.4 if any Shareholder commits a [material] breach of any of his obligations under the Agreement and fails to remedy such a breach (if the Seller is not a Shareholder, the number of days e.g. 30>> days after being given notice by the Shareholders so to do;

7.5.5 if any Shareholder is an employee of the Company and retires from his position.

8. [Valuation of Shares]

The sale and purchase price shall be such sum as the Auditor shall determine in his opinion, the fair value of such Shares as between a willing seller, contracting at arm's length and the Buyer, on the date of the transfer of such Shares but without taking into account that such Shares are held by the Seller in the Company.]

the Seller's Notice within <<Insert number of days>> days after the date of the Seller's Notice. Clause 7.2.2

on one Shareholder to another, the transferee agrees to be bound by all the provisions of the Agreement as if he were a party hereto.

transfer of Shares which complies with the provisions of the Agreement and shall sign a deed of adherence to this Agreement.

ferred to in Sub-clause 7.5 below the Seller shall be deemed to have received) a deed of adherence to this Agreement. The Seller's Notice in due form shall have the irrevocable option of the offered Shares for the price per share determined in Clause 8 below, terms to be for cash against delivery of the Shares and the relative certificate[s].]

above are:

owning equal to or more than 50% of the Company, the Seller, whether controlling or not, goes into liquidation or is declared bankrupt or is the subject of a *bona fide* reconstruction or is the subject of an administrative receiver or manager appointed over the Company;

er dies;]

made against the Shares in the Company held by the Seller;

[material] breach of any of his obligations under the Agreement and fails to remedy such a breach (if the Seller is not a Shareholder, the number of days e.g. 30>> days after being given notice by the Shareholders so to do;

employee of the Company retires from his position.

ferred under Clause 7.4 above shall be such sum as the Auditor shall determine in his opinion, the fair value of such Shares as between a willing seller, contracting at arm's length and the Buyer, on the date of the transfer of such Shares but without taking into account that such Shares are held by the Seller in the Company.]

9. The Board

- 9.1 Unless otherwise agreed, the Board shall consist of the following persons as listed in Schedule 2; and
- 9.1.1 the directors
- 9.1.2 the chairman <<Name >>.
- 9.2 Any question arising at a meeting of the Board, other than Reserved Matters, shall be decided by a majority of the votes of the directors present.
- 9.3 The Board will also consider matters by written resolution of all the directors and may do so in accordance with the Articles.
- 9.4 Meetings of the Board shall be held at such time or times as may be required or as required by the directors but not in any event at intervals of more than three months e.g. 3>> months calculated from the date hereof. Written resolutions in writing by all the directors, at least <<Insert number>> Clear Days' notice in writing shall be given of each meeting. The notice shall specify in as great a detail as is practicable the matters to be considered at the meeting and, unless all the directors (or their duly authorised alternates) agree otherwise, no business shall be transacted at the meeting of the Board except those specified in the notice of the meeting. Directors may attend meetings of the Board by any means authorised by the Board.
- 9.5 The quorum necessary for the transaction of business of the Board shall be two directors present in person (or their duly authorised alternates). If a quorum is not present at a meeting, the Chairman of the Board may, if he is a director, or if not a director, if authorised by the Board, the meeting shall be adjourned to the same or another day within the seventh day following the adjournment. If a quorum is not present within the time so adjourned, or the meeting (unless otherwise agreed by directors) shall be decided by a majority of three quarters of their number) the

10. Shareholder Meetings

- 10.1 Any question arising at a meeting of the Shareholders shall be decided in accordance with the Articles. All Shareholders will be entitled to resolve matters by written resolution. Written resolutions shall be passed by a majority of Shareholders eligible to vote on such matters.
- 10.2 All votes of the Shareholders shall be counted by a show of hands of those Shareholders present in person or by proxy. If a poll is requested, a poll shall be taken. A poll may be demanded by:
- 10.2.1 the chairman of the meeting;
- 10.2.2 at least two Shareholders entitled to vote on the resolution;
- 10.2.3 Shareholders holding in aggregate not less than one tenth of the issued share capital carry sufficient voting rights to demand or substantially all Shareholder resolutions.
- 10.3 Shareholder meetings shall be held at such time or times as may be required or as required by the directors or Shareholders. Unless otherwise agreed in writing, written resolutions, at least 14 Clear Days' notice in writing shall be given of each meeting. The notice shall specify in as great a detail as is practicable the matters to be considered at the meeting and, unless all the Shareholders (or their duly authorised alternates) agree otherwise, no business shall be transacted at the meeting of the Shareholders except those specified in the notice of the meeting. Shareholders may attend meetings of the Shareholders by any means authorised by the Shareholders.

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12. Management

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13. Reserved Matters

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13.2 The Shareholders s
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aining the prior written consent of
ot less than 75% of the total voting

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Company;

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13.2.3 acquire any
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ertaking or enter into any material
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quired in the ordinary course of the
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13.2.4 purchase or
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or tenancy or otherwise acquire or
state or interest;

13.2.5 engage any or consultant or agent for a remuneration of <<Insert amount>> per annum or increase or agree to increase the remuneration of <<Insert amount>> per annum the directors, officers, employees, consultants or agents of the Company;

13.2.6 acquire or dispose of shares, debentures, debenture stock or other securities in the capital of any company;

13.2.7 allow the assets of the Company to be used as security for loans borrowed and raised by the Company;

13.2.8 in respect of any amount payable by the Company by way of dividend, bonus or other distribution of any kind save in respect of the Company's Service Agreement with its directors, officers, employees, consultants or agents of the Company.

or consultant or agent for a remuneration of <<Insert amount>> per annum or increase or agree to increase the remuneration of <<Insert amount>> per annum the directors, officers, employees, consultants or agents of the Company;

acquire or dispose of shares, debentures, debenture stock or other securities in the capital of any company;

loans borrowed and raised by the Company;

of the Company pay or distribute any amount in any capacity by way of dividend, bonus or other distribution of any kind save in respect of the Company's Service Agreement with its directors, officers, employees, consultants or agents of the Company.

14. Dividend Policy

A minimum of <<Insert percentage>> of the distributable profits of the Company in each Financial Year of the Company derived from the ordinary business of the Company will be distributed as dividends not later than <<Insert number of months e.g. 3>> months after the end of the Financial Year. The Company for approval and exercise of its powers as members of the Company.

distributable profits (as defined in Section 736 of the Companies Act 2006) of the Company in each Financial Year of the Company for such period will be distributed as dividends not later than <<Insert number of months e.g. 3>> months after the end of the Financial Year. The Company for approval and exercise of its powers as members of the Company.

15. Winding Up

15.1 If at any time an obligation to wind up the Company arises the Shareholders shall immediately take all necessary steps to secure the timely winding up of the Company. The Shareholders shall nominate or appoint a liquidator and the directors of the Company shall exercise their respective rights and powers as members of the Company to exercise their respective rights and powers as members of the Company.

Company arises the Shareholders shall immediately take all necessary steps to secure the timely winding up of the Company. The Shareholders shall nominate or appoint a liquidator and the directors of the Company shall exercise their respective rights and powers as members of the Company to exercise their respective rights and powers as members of the Company.

15.2 The Shareholders shall nominate or appoint a liquidator and the directors of the Company shall exercise their respective rights and powers as members of the Company to exercise their respective rights and powers as members of the Company.

liquidator is a properly licensed insolvency practitioner. If the Shareholders are unable to come to a decision, the Company's Auditors shall appoint the liquidator.

15.3 In order to recover the assets of the Company in its winding up, the Shareholders shall take all necessary steps to secure the timely winding up of the Company. The Shareholders shall nominate or appoint a liquidator and the directors of the Company shall exercise their respective rights and powers as members of the Company to exercise their respective rights and powers as members of the Company.

may be available from the Company in order to prove to the maximum extent possible the claims due to them from the Company and to exercise their right of set-off or other act or omission in relation to the Company.

16. Confidentiality

16.1 The Recipient undertakes to keep confidential all information disclosed to it in writing by the Informant in connection with this Agreement and to use such information only for the purposes of the Agreement.

that except as authorised in writing by the Informant at all times during the continuance of the Agreement and for a period e.g. 5 months>> after its termination.

termination:

16.1.1 use his or her Confidential Information; keep confidential all Confidential

16.1.2 not disclose Confidential Information to any other person except its directors, bankers, lenders, partners, professional advisers, in each case only under appropriate confidentiality obligations, or to any person or entity to whom any party is required to disclose Confidential Information by law;

16.1.3 not use any Confidential Information for any purpose otherwise than as contemplated by the terms of this Agreement;

16.1.4 not make any Confidential Information available in any way or part with possession of Confidential Information;

16.1.5 ensure that Confidential Information is not disclosed by that person or his or her advisors or advisers does any act which, if done by that person, would be in breach of the provisions of Sub-clauses 16.1.1 to 16.1.5;

16.2 The provisions of this Agreement shall continue in force in accordance with its terms, notwithstanding the termination of this Agreement for any reason.

17. Non Competition and Non Solicitation

Each Shareholder undertakes that he or she shall not during this Agreement

17.1 for a period of <<Insert number of months, e.g. 12>> month[s] after his ceasing to be a Shareholder or after he ceases to be an agent for any person or business whose Business is in the city or region in which the Company is incorporated;

17.2 for a period of <<Insert number of months, e.g. 12>> month[s] after his ceasing to be a Shareholder or after he ceases to be a person employed, sole trader or partner in the Company any person or business who has been or was in the <<Insert number of months>> months preceding the termination of his employment as a client of the Company;

17.3 for a period of <<Insert number of months, e.g. 12>> month[s] after his ceasing to be a Shareholder or after he ceases to be a person employed, sole trader or partner in the Company any person or business who has been or was in the <<Insert number of months>> months preceding the termination of his employment as an employee of the Company.

18. Conflict with the Articles

Insofar as any provision of the Articles of Association of the Company shall conflict with any provisions of the Articles of Association of the Company, the provisions of the Articles of Association of the Company shall prevail. If any Shareholder shall so require the Shareholders shall agree to amend the Articles to agree with the provisions hereof.

19. **Duration**

This Agreement shall continue in force so long as he shall be the holder of any Shares in the Company and shall terminate on the winding up.

shall bind each of the Shareholders for and on behalf of the Company as a registered member in respect of the commencement of the Company's

20. **Notices and Service**

20.1 All notices to be given shall be delivered personally or by cable, facsimile transmission or

shall be in writing and shall either be delivered personally or by airmail prepaid post or by telex, and shall be deemed duly served:

20.1.1 in the case of delivery personally, at the time of delivery;

personally, at the time of delivery;

20.1.2 in the case of delivery by first class prepaid post, 2 clear Business Days after the date of dispatch;

by first class prepaid post, 2 clear Business Days after the date of dispatch;

20.1.3 in the case of delivery by airmail, 7 Business Days after the date of dispatch (being Business Days after the date of dispatch after the date of dispatch);

by airmail, 7 Business Days after the date of dispatch (being Business Days after the date of dispatch)

20.1.4 in the case of delivery by first class prepaid post, 2 clear Business Days after the date of dispatch during normal business hours; if sent outside normal business hours then on the next following Business Day (being Business Days after the date of dispatch by first class prepaid post).

by first class prepaid post, 2 clear Business Days after the date of dispatch during normal business hours; if sent outside normal business hours then on the next following Business Day (being Business Days after the date of dispatch by first class prepaid post)

20.2 Any notice to a Shareholder shall be given to the address of such Shareholder as set forth in the Register or to such other address as such Shareholder may have notified in writing to the Company.

to the address of such Shareholder as set forth in the Register or to such other address as such Shareholder may have notified in writing to the Company.

20.3 [Any notice to the Company or to such other address as such Shareholder may have notified pursuant to this Clause shall be deemed duly served.

to the registered offices of the Company or to such other address as such Company may have designated

21. **No Partnership or Agency**

21.1 This Agreement shall not be construed as creating a partnership or joint venture between any of the parties.

as to create a partnership or joint venture between any of the parties.

21.2 Nothing in the Agreement shall be construed as constituting any of the parties the agent of any other party.

so as to constitute any of the parties the agent of any other party.

22. **No Waiver**

No failure or delay by either party in exercising its rights under this Agreement shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any other provision of this Agreement.

of its rights under this Agreement shall be deemed to be a waiver by either party of a breach of any provision of this Agreement or a breach of the same or any other provision of this Agreement.

23. **Severance**

If any provision of this Agreement is held to be invalid or unenforceable by a court or other competent authority to

by a court or other competent authority to

be invalid or unenforceable, this Agreement shall continue to be valid as to its other provisions.

the affected provision.

24. **Entire Agreement**

24.1 This Agreement shall supersede and replace all previous agreements and understandings between the parties.

Agreement between the parties and all previous agreements and understandings between the parties.

24.2 Each party acknowledges that, in entering into this Agreement, it is not relying on any representation or statement of fact, or any other provision of this Agreement, except as expressly stated herein.

to this Agreement, it is not relying on any representation or statement of fact, or any other provision of this Agreement, except as expressly stated herein.

24.3 Without limiting the remedies available in respect of a breach of contract, each party acknowledges that it has relied in entering into this Agreement on the provisions of this Agreement and a party's only remedy is for breach of contract. This Agreement purports to exclude liability for any fraud or negligent misstatement.

ing, neither party shall have any remedy in respect of a breach of contract made to him upon which he may rely, and a party's only remedy is for breach of contract. This Agreement purports to exclude liability for any fraud or negligent misstatement.

25. **Non – Assignment**

This Agreement is personal to the parties and shall not be assigned, mortgaged, or sub-licensed, or otherwise charged (otherwise than by way of security hereunder, or sub-contracted), except in accordance with the provisions of this Agreement.

ther party may assign, mortgage, or sub-license any of its rights or obligations hereunder, or otherwise charge (otherwise than by way of security hereunder, or sub-contracted), except in accordance with the provisions of this Agreement.

26. **Further Assurance**

Each party shall from time to time and after its termination) do all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

continuation of this Agreement and after its termination) do all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

27. **Costs**

The costs and expenses (including legal and accountancy expenses) of the preparation, negotiation, and execution of this Agreement and associated documentation shall be borne by the parties in equal shares.

gal and accountancy expenses) of the preparation, negotiation, and execution of this Agreement and associated documentation shall be borne by the parties in equal shares.

28. **Applicable Law and Jurisdiction**

28.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

construed in accordance with the laws of England and Wales.

28.2 The parties agree to submit to the exclusive [non-exclusive] jurisdiction of the courts of England and Wales in connection with this Agreement.

ive] [non-exclusive] jurisdiction of the courts of England and Wales in connection with this Agreement.

IN WITNESS WHEREOF this Agreement has been executed and signed before written.

executed the day and year first

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 for
for and on behalf of <<Insert Company Name>>

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

S

A

M

P

L

E

Name of Shareholder	S	Amount of Loan £
<< >>		<< >>
<< >>		<< >>
<< >>		<< >>
<< >>		<< >>
<<Insert terms and conditions for loan<>>	A	his Agreement>>
	M	
	P	
	L	
	E	

D y
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S

A

M

P

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E