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**THIS AGREEMENT** is made this << day >> of << month >> << year >>

**BETWEEN:**

(1) <<Name>> of <<Address>>

(2) <<Name>> of <<Address>>

together the parties and each a

**BACKGROUND:**

- A. The Option Holder is the << name >> holder of the Option Shares.
- B. The Grantor has agreed << conditionally >><sup>2</sup> grant to the Option Holder a put option relating to the Option Shares on the terms and conditions of this Agreement.
- C. The Company is a private company limited by shares, incorporated in England and Wales, having a share capital of £<< >> and << number >> ordinary shares of << >> each.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

1.1 In this Agreement, unless

**Business Day**

**Company**

**Completion**

**Consideration**

requires:

<< day >> (other than Saturday and Sunday) which is not a public holiday, on which ordinary business hours are open for [their full range of normal] business hours on>>;

<< company name >> Limited, a private company registered in England and Wales under company number << Insert company number >>;

<< date >> completion of the exercise of the Option as set out in this Agreement;

<< price >> the exercise price for the Option Shares of << >> payable by the Grantor on

<sup>1</sup> This template has been drafted on the basis that the parties should be described by their registered names.

<sup>2</sup> This template agreement has been made on the basis that any conditions should be satisfied before the option may be exercised.

If either party is a corporate entity, it should be a company with its registered address included.

## Exercise Notice

notice to be given by the Option Holder in order to exercise the Option and in the form as set out in the Schedule;

## Option

granted pursuant to Clause 2.1;

## Option Period

commencing on the date of this Agreement and continuing on <<insert date>> during which the Option Holder may exercise the Option<sup>3</sup>; and

## Option Shares

£1 paid ordinary shares of £<< >> each of the Company [legally and] beneficially owned by the Option Holder.

### 1.2 Unless the context requires otherwise, the following shall apply:

reference in this Agreement to:

1.2.1 “writing”,  
any communication in any form, including but not limited to, email or electronic transmission;

expression, includes a reference to the original, telex, facsimile transmission, or electronic transmission;

1.2.2 a statute or provision of a statute;

there is a reference to that statute or provision as it is in force at the relevant time;

1.2.3 “this Agreement” means this Agreement or any other agreement or document referred to in this Agreement or such other agreement or document amended, varied, supplemented, modified or otherwise altered in any way and includes the Schedule;

any reference to this Agreement or such other agreement or document referred to in this Agreement or such other agreement or document amended, varied, supplemented, modified or otherwise altered in any way and includes the Schedule;

1.2.4 Clauses and Schedules of this Agreement and references to Sub-clauses and references to Sub-clauses of the Clauses or Schedules in which the

references to Clauses and Schedules of this Agreement and references to Sub-clauses and references to Sub-clauses of the Clauses or Schedules in which the

### 1.3 In this Agreement:

1.3.1 any reference to a person includes their respective heirs, successors in title and permitted assigns;

includes a reference to their respective heirs, successors in title and permitted assigns;

1.3.2 any reference to a company includes any corporate body, partnership or any other legal entity;

includes any corporate body, partnership or any other legal entity;

1.3.3 words in the singular include the plural and vice versa;

include the plural and vice versa;

1.3.4 words in the masculine include any other gender.

include any other gender.

### 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

convenience only and shall not affect its interpretation.

<sup>3</sup> If it is not intended that the option be exercised, alternative timings may be added.

## 2. The Option

- 2.1 In consideration of a sum of money, the amount of which is acknowledged by the Option Holder and the Grantor, the Grantor grants to the Option Holder the right to purchase the Option Shares upon the conditions of this Agreement.
- 2.2 The Option shall not be exercised during the Option Period and if not exercised during the Option Period, it shall be null and void.
- 2.3 The Option may be exercised during the Option Period and, for the purposes of the exercise of the Option, the date on which the Option Holder serves the Exercise Notice on the Grantor shall be the date on which the Grantor is deemed to receive it in accordance with the conditions of this Agreement.
- 2.4 The Option shall entitle the Option Holder to the purchase of all (but not part only) of the Option Shares.
- 2.5 The Option Shares shall be free from all liens, charges and encumbrances from the date of Completion.

## 3. Exercise Notice

- 3.1 The Option shall be exercised by the Option Holder by serving the Exercise Notice.
- 3.2 The Exercise Notice shall be served by hand, email or by first class recorded post.
- 3.3 The Exercise Notice shall be irrevocable and binding once given without the consent of the Option Holder.
- 3.4 All dividends and other distributions made by the Company on or after the record date which are payable to, the Option Holder shall be paid to the Option Holder by reference to a completion shall belong to, and be payable to, the Option Holder.
- 3.5 The Exercise Notice shall be given on or after the date of the Exercise Notice, on which the Option Holder shall be deemed to have exercised the Option.

## 4. Completion

- 4.1 Completion of the Option shall be effected on the date specified in the Exercise Notice, when the Option Holder shall deliver to the Grantor:
- a duly executed form for the Option Shares or accompanied by the relevant share certificate;
  - waiver of pre-emption, duly signed by all the other Option Holders; and
  - such other documents as may be necessary to complete the Option.

- transfer to the Option Holder (or as it may direct) the unencumbered Shares.
- 4.2. The Grantor shall transfer the Option Shares to the Option Holder.
- 4.3. Following Completion the Option Holder shall use their reasonable endeavours to ensure that the Option Shares are held by the Grantor (or as it may direct) as the holder of the Option Shares.
- 5. Option Holder's Warranties**
- 5.1 The Option Holder warrants that they are and will remain the beneficial owner of the Option Shares and have and will have the authority to grant the Option in accordance with the terms and conditions of this Agreement.
- 5.2 The Option Holder warrants that upon exercise or expiry of the Option, the Option Holder shall not in any way their interest in the Option Shares shall upon Completion be sold free of any encumbrances.
- 5.3 The Option Holder warrants that the Option Shares represent << >> per cent of the issued share capital of the Company agreed to be issued and are not subject to any third party to which the Option Holder is indebted or loan capital of the Company.
- 5.4 The Option Holder warrants that no information relating to the Company which is known to the Option Holder and which material has been disclosed in writing to the Grantor.
- 6. Restructuring**
- 6.1 In the event of a restructuring of the Company during the Option period, including a reorganisation of profits or reserves, a reduction of the capital, a merger or sub-division of shares, the Option Shares shall be adjusted in such manner (if any) as the Option Holder shall agree in writing or in default of such agreement the Option Holder shall be deemed to have agreed and reasonable in their opinion.
- 6.2 Nothing in this Clause shall be construed as imposing any obligation on the Option Holder to refrain from exercising any rights or powers conferred on the Option Holder in relation to the Option Shares.

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Confidential, the existence of and  
not necessary to be disclosed to  
be made publicly regarding the

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and neither party shall assign, create a trust over or deal in any obligations under this Agreement, or otherwise.

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sions of this Agreement.

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this Agreement (including the delivered personally by hand or shall be deemed duly received:

- y, at the time of delivery;  
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 normal business hours then at the  
 normal business hours then on  
 ived (in each case) that a  
 prepaid post or by hand by the  
 less given above or such other  
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of counterparts, each of which  
effect as if each party had

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- effective unless it is in writing  
by the party (or their authorised

13.2 No failure or delay in exercising any right or remedy provided under this Agreement shall constitute a waiver of that or any other right or remedy shall preclude the exercise of that or any other right or remedy. The exercise of any right or remedy by law is only effective if it is exercised in accordance with the law.

13.3 Except as expressly provided under this Agreement, the rights and remedies provided under this Agreement shall be in addition to, and not exclusive of, any rights or remedies available at law or in equity.

#### 14. Severance

If any provision of this Agreement is or becomes invalid, unenforceable or illegal in any jurisdiction, the provision shall be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the provision or part-provision shall be deemed deleted. Any modification made under this clause shall not affect the enforceability of the rest of the Agreement.

#### 15. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of England and Wales. The parties agree to submit to the [exclusive] [non-exclusive] jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** the Parties have signed this Agreement the day and year first above written

SIGNED by the Grantor

<<Name>>

SIGNED by the Option Holder

<<Name>>

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[On the \_\_\_\_\_ Holder]

To:

<<The Grantor>>

<<insert relevant address>>

A

<<Date>>

Re: **Put Option Agreement Dated**

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[I/We] refer to the Put Option Agreement made between you as the Grantor and us as the Option Holder.

Unless otherwise defined herein, all terms used in this notice shall have the same meanings given to them in the Put Option Agreement.

[I/We] hereby give you notice that we hereby purchase from us (as the Option Holder) in accordance with the terms of the Put Option Agreement, the Option Shares on <<Date>>, payable in cash, such purchase to be completed at the time of this notice.

Thank you for your attention in this matter.

Yours faithfully,

P

<< insert relevant name >>

<<Option Holder>>

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