

[OPTION 1 – NEW SHAREHOLDER IS AN INDIVIDUAL]

DEED OF ADHERENCE

DATED

Between

- 1. [NAME] of [
- 2. [FULL COMI
[NUMBER] ;

company number
(the **Company**).

INTRODUCTION

By virtue of the tran
subject, inter alia, t
capital of the Comp

became entitled
r's Shares) in the

This Deed witness

1 Definitions

- 1.1 In this Deed
 - (a) the
[(1)
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 - (b) terr
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d made between
d therein as the

meaning when used

- 1.2 The provisio
until this do

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2 Adherence

- 2.1 The New Sh
Shareholder
imposed on
- 2.2 This Deed s
 - (a) the
 - (b) any
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expressed to be
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: (and whether or
tions under the

- 2.3 The New Sh
same exten
Shareholder had been a party to the Agreement.

e time and to the
ent and the New

3 Notices

Any notice to be given to the New Shareholder in accordance with Clause [NUMBER] of the Agreement, shall be sent to the following address:

Address: [ADDRESS]



Email: [EMAIL]

4 Governing law and jurisdiction

4.1 This Deed and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

4.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim in connection with this Deed, in connection with

In witness whereof _____ stated at the beginning of this Deed

[NUMBER] [ordinary]

Executed as a Deed
[NAME OF INDIVIDUAL]

Witness Signature

Witness Name

Witness Address

Witness Occupation

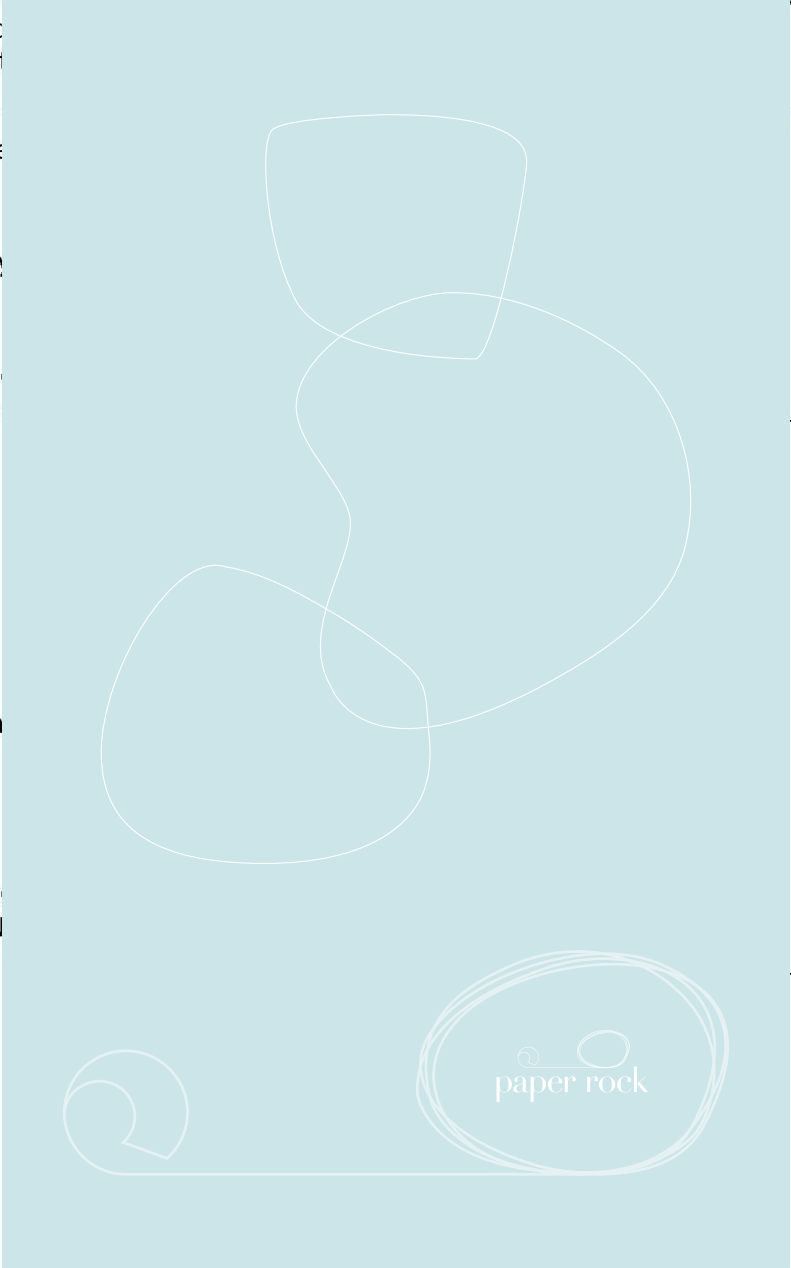
Executed as a Deed
[NAME OF COMPANY]
acting by a director

Witness Signature

Witness Name

Witness Address

Witness Occupation _____



[OPTION 2 – NEW SHAREHOLDER IS A COMPANY]

DEED OF ADHERENCE

DATED

Between

- 1. [FULL COMPANY NAME] [NUMBER] (the **New Shareholder**) company number (the **New**)
- 2. [FULL COMPANY NAME] [NUMBER] (the **Company**). company number (the **Company**).

INTRODUCTION

By virtue of the transfer of shares in the subject, inter alia, to the capital of the Company, the Company became entitled to the shares (the **Company's Shares**) in the

This Deed witnesses

1 Definitions

- 1.1 In this Deed
 - (a) the term "Investment" shall mean the investment made between the Company and the New Shareholder as set out in the Schedule to this Deed;
 - (b) the term "Investment" shall have the same meaning when used in this Deed as it has in the Investment Agreement.
- 1.2 The provisions of this Deed shall not have any effect until this Deed is signed by both parties.

2 Adherence

- 2.1 The New Shareholder shall be deemed to be bound by the terms of this Deed as if the New Shareholder had expressly agreed to be bound by the terms of this Deed.

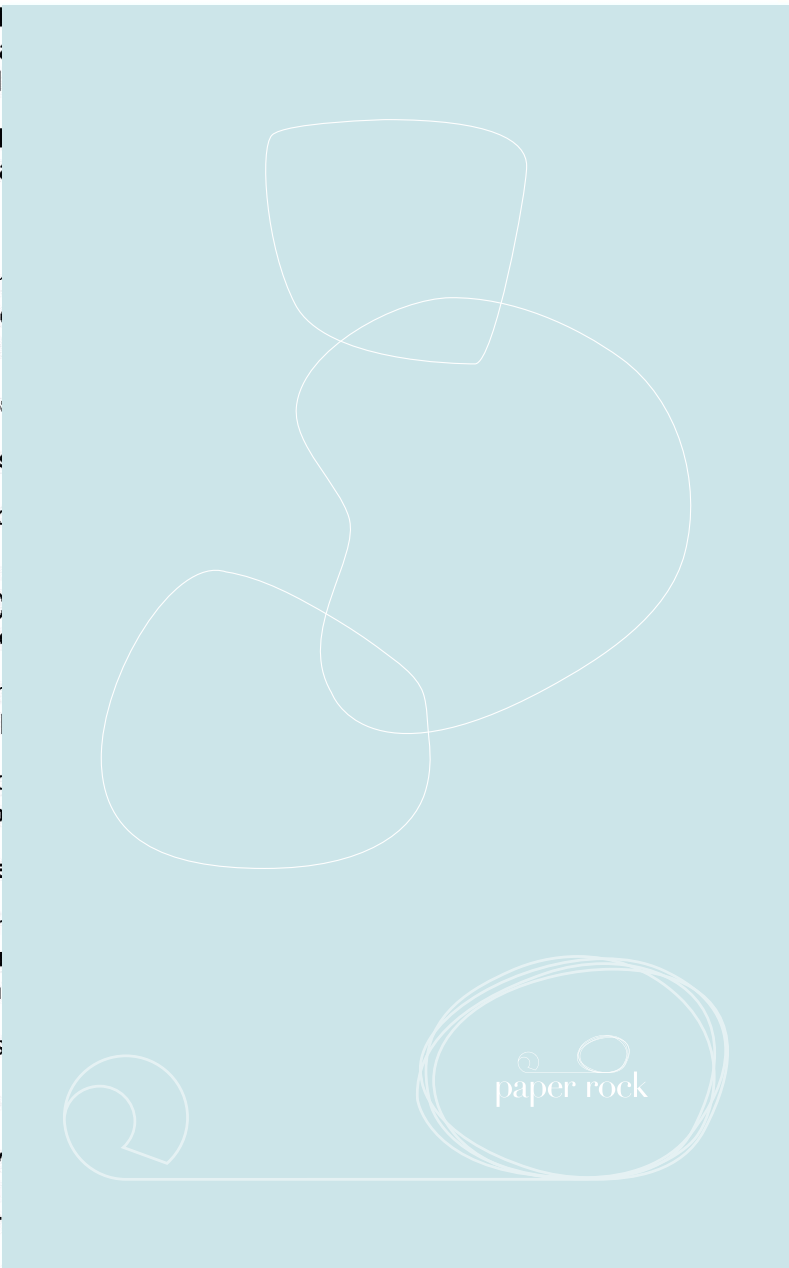
2.2 This Deed shall

- (a) the terms of this Deed shall not be subject to any variation or amendment; and
- (b) any variation or amendment to the terms of this Deed shall be in writing and shall be signed by both parties; (and whether or not the variation or amendment is made in accordance with the provisions of the Investment Agreement).

- 2.3 The New Shareholder's obligations under this Deed shall terminate at the same time and to the same extent as they would have had they been obligations under the Agreement and the New Shareholder had been a party to the Agreement.

3 Notices

Any notice to be given to the New Shareholder in accordance with Clause [NUMBER] of the Agreement, shall be sent to the following address:



Address: [ADDRESS]

Email: [EMAIL]

Attention: [NAME]

4 Governing law and jurisdiction

4.1 This Deed a (contractual) arising out of or in (connection with) English law.

4.2 The parties agree to submit any dispute or claim arising out of or in connection with this Deed, in connection with the performance or non-performance of any of its terms, to the arbitration jurisdiction to settle any dispute or claim arising out of or in connection with this Deed, in connection with the performance or non-performance of any of its terms, to the arbitration jurisdiction stated at the

In witness whereof, the parties have hereunto set their hands and seals at the beginning of this Deed at the place stated at the

[NUMBER] [ordinary]

Executed as a Deed

[NAME OF CORPORATION] acting by a director

Witness Signature

Witness Name

Witness Address

Witness Occupation

Executed as a Deed

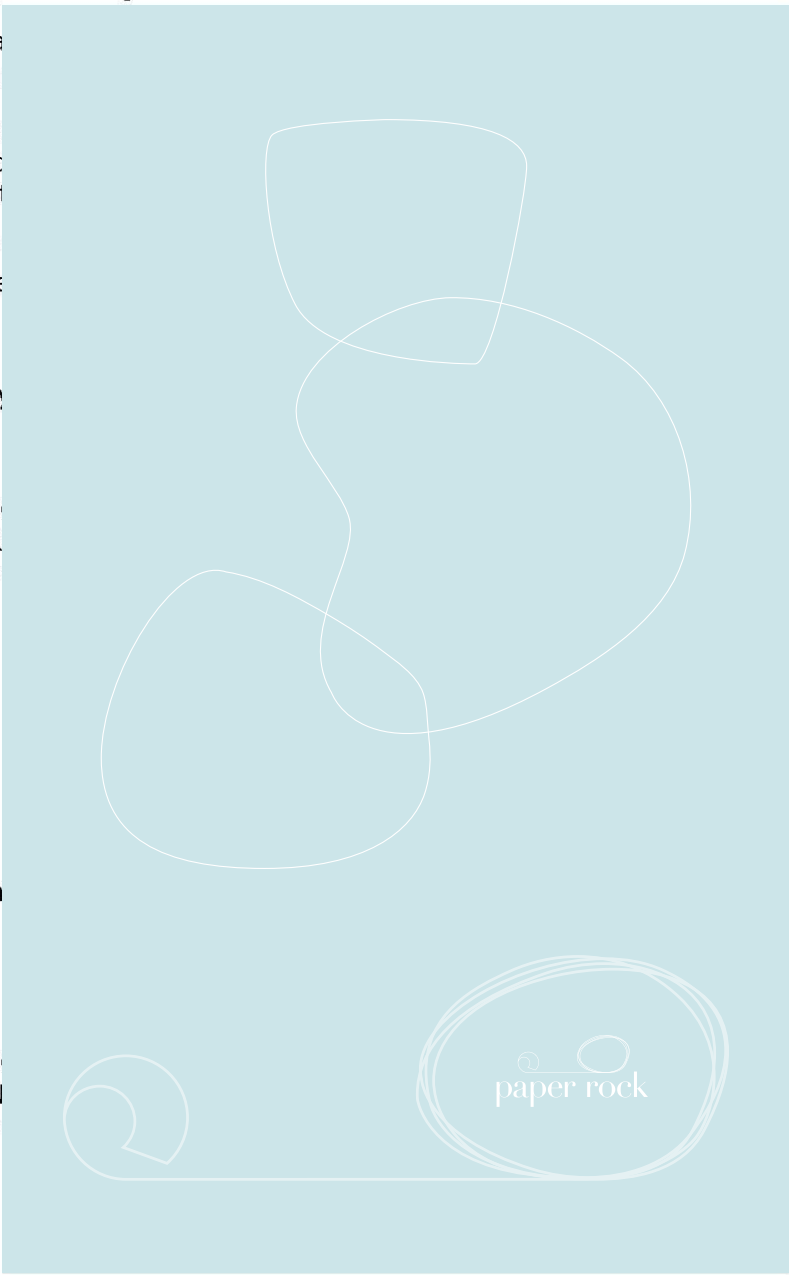
[NAME OF COMPANY] acting by a director

Witness Signature

Witness Name

Witness Address

Witness Occupation



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