

[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 allo
subject, inter alia, to
capital of the Comp

er became entitled
r's Shares) in the

This Deed witnesses

1 Definitions

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

meaning when used

- 1.2 The provisio
until this do

ot have any effect

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
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- 2.3 The New Sh
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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 that may arise out of or in connection with this Deed, its subject matter or formation.

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

[NUMBER] [ordinary]

Executed as a Deed
[NAME OF INDIVIDUAL]

Witness Signature

Witness Name

Witness Address

Witness Occupation

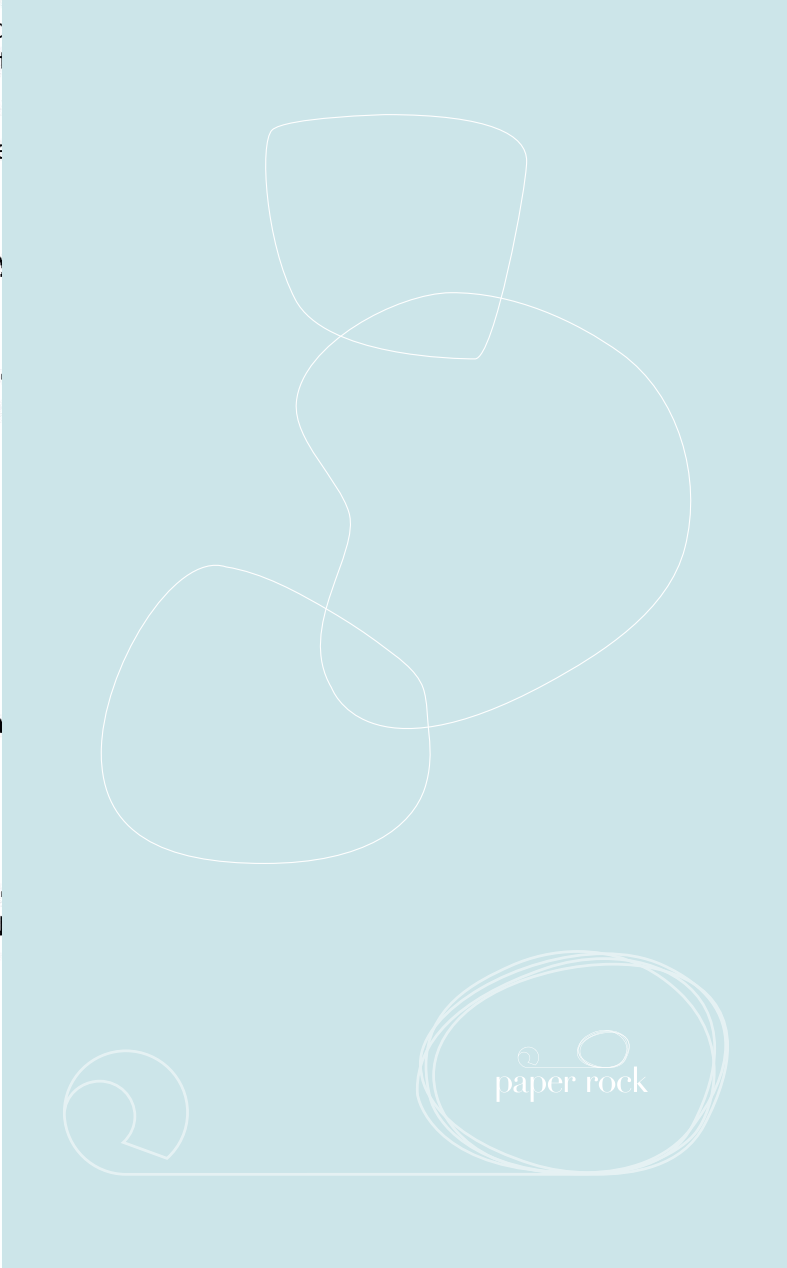
Executed as a Deed
[NAME OF COMPANY]
acting by a director

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 allotment of shares to the New Shareholder, the New Shareholder became entitled to (the **New Shareholder's Shares**) in the capital of the Company.

This Deed witnesses

1 Definitions

- 1.1 In this Deed:
 - (a) the term "Investment" shall mean the investment made between the New Shareholder and the Company as set out in the Investment Agreement and the Shareholders' Agreement;
 - (b) the term "Investment Agreement" shall mean the Investment Agreement, the meaning when used in this Deed shall be the same as its meaning when used 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 provisions of the Investment Agreement and the Shareholders' Agreement as if the New Shareholder had expressly agreed to be bound by the provisions of this Deed.
- 2.2 This Deed shall be deemed to be made on the date of the allotment of shares to the New Shareholder:
 - (a) the New Shareholder;
 - (b) any person acting on behalf of the New Shareholder (and whether or not such person is a director or officer of the New Shareholder) under the authority of the New Shareholder.

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 (connected 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 its formation, performance or enforcement, to the arbitration jurisdiction to settle any dispute or claim arising out of or in connection with this Deed, in connection with its formation, performance or enforcement, 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

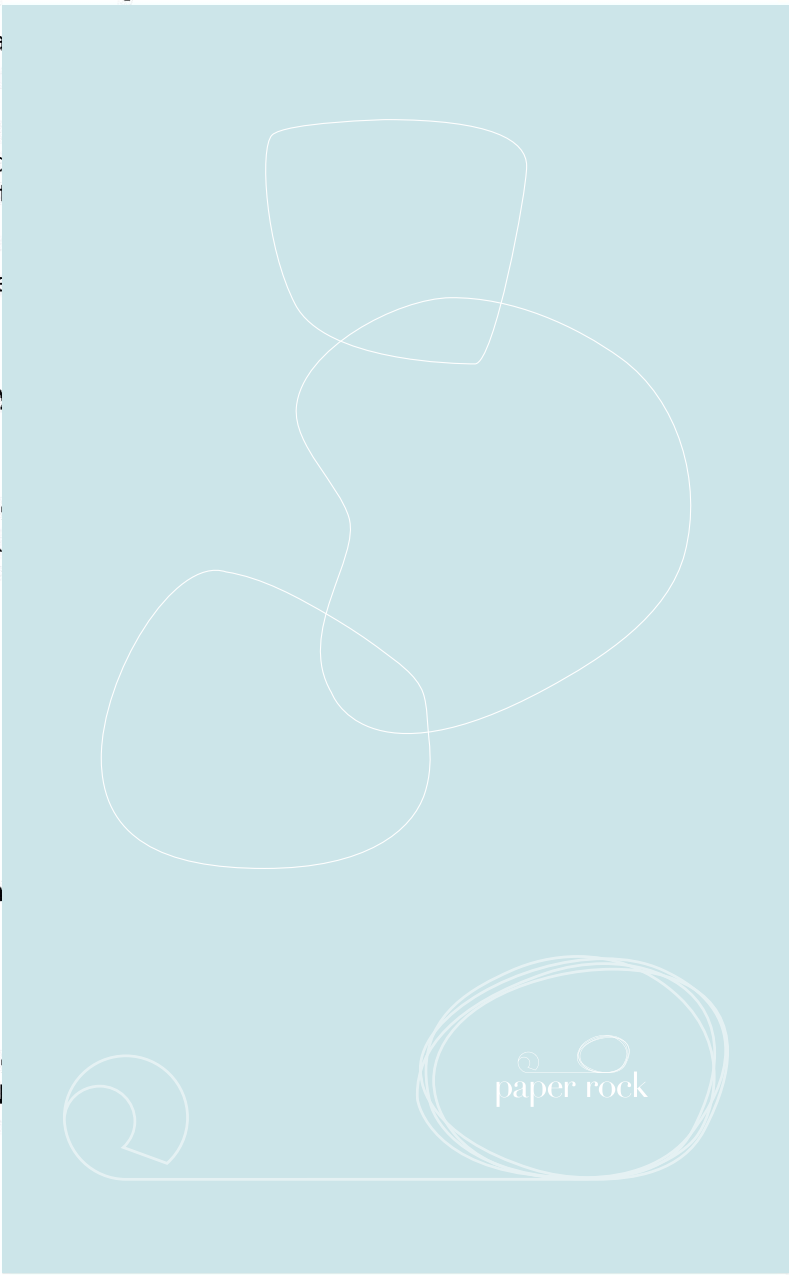
[NAME OF COMPANY] acting by a director

Witness Signature

Witness Name

Witness Address

Witness Occupation



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