
Schedule 3
DEED OF ADHERENCE¹

THIS DEED OF ADHERENCE is made on *[date]*

BETWEEN

- (1) *[[NAME OF TRANSFEROR]* (the “**Transferor**”); and
- (2) *[NAME OF TRANSFEREE/ALLOTTEE]* (the “**New Shareholder**”).

WHEREAS

*[The Transferor intends to transfer to the New Shareholder] [The New Shareholder intends to subscribe for] [[number] [class description] Shares] subject to the New Shareholder entering into this Deed of Adherence in favour of the Shareholders, supplemental to the shareholders’ agreement dated *[date]* between those parties to it from time to time (the “**Shareholders’ Agreement**”).*

IT IS AGREED THAT

The New Shareholder confirms that it has read a copy of the Shareholders’ Agreement and the Articles and covenants with each party to the Shareholders’ Agreement from time to time (including any person who adheres to the Shareholders’ Agreement as a Shareholder pursuant to a Deed of Adherence, whether before, on or after this Deed of Adherence is entered into), each of which shall be entitled to enforce the same, to perform and be bound by all the terms of the Shareholders’ Agreement in accordance with Clause [20.4] thereof so far as they may remain to be observed and performed as if the New Shareholder were named in the Shareholders’ Agreement as a Shareholder.

For the purposes of Clause [26.2] of the Shareholders’ Agreement, any notice to be given to the New Shareholder shall be sent for the attention of the person and to the address or e-mail address, subject to Clause [26.3], set out below:

Name:

For the attention of:

Address:

E-mail address:

[Insert details of any process agent to be appointed by the New Shareholder pursuant to Clause 33]

This deed (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this deed or its formation) shall be governed by and construed in accordance with English law.

Words and phrases defined in the Shareholders’ Agreement shall have the same meaning when used in this deed.

¹ *Note: in case an executing party is not of the type a form of signature block is provided for, signature blocks can be amended to reflect any formalities required for a party to validly execute an English law deed. If you are unsure, please contact the Company prior to execution.*

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signature Page Deed of Adherence

Form of signature block for an English company

Please complete if an English company signs the Deed of Adherence. If not, please delete the form of signature block.

Executed as a deed by [*insert full name of company*]

(*PRINT NAME*)

.....
Director

in the presence of:

Name: _____
(*BLOCK CAPITALS*)

.....
(*SIGNATURE OF WITNESS*)

Address: _____

Form of signature block for an individual

Please complete if an individual signs the Deed of Adherence. If not, please delete the form of signature block.

Executed as a deed by [*insert full name of individual*]

.....

in the presence of:

Name: _____
(*BLOCK CAPITALS*)

.....
(*SIGNATURE OF WITNESS*)

Address: _____

Form of signature block for a company incorporated outside the United Kingdom

Please complete if the company that signs the Deed of Adherence is incorporated outside the United Kingdom. If not, please delete the form of signature block.

Executed as a deed by [*insert full name of company*], acting by

(*PRINT NAME*)

.....

Authorised signatory

[and

_____]

(*PRINT NAME*)

[.....]

Authorised signatory]