DATED

- (1) << Name of Shareholder A >>
- (2) << Name of Shareholder B >>
- (3) << Name of Shareholder C >>

(the "Existing Shareholders")

(4) << Name of Investor >>

(the "Investor")

and

(5) << Insert Company Name >>
 (the "Company")

SHARE INVESTMENT AGREEMENT CASH INVESTMENT

THIS AGREEMENT is made the << day >> day of << month >> << year >>

BETWEEN:

- (1) The persons whose names and addresses are set out in Schedule 1 of this Agreement (the "Existing Shareholders");
- (2) The person whose name and address is set out in Schedule 2 of this Agreement (the "Investor"); and
- (3) <<Name of Company>>, a company incorporated in <<Insert Country of incorporation>> under No. <<Insert Company number>> whose registered office is at <<Insert Registered office of Company>> (the "Company").

WHEREAS:

- A. At all material times the Company is a private limited company and at the date of this Agreement has an issued share capital of << number >> shares of £<< amount >> each. Further particulars of which are set out in Part 1 of Schedule 3.
- B. At all material times the Existing Shareholders are the registered and beneficial holders of the following number of shares in the Company issued as fully paid:

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

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

Shareholder C: << Insert number of shares owned>>.

The Existing Shareholders also manage the affairs of the Company and are all Directors.

- C. The Investor is willing to invest a specified amount of money in the Company in return for shares and this Agreement contains the terms upon which the Investment is to be made.
- D. The Existing Shareholders and the Investor have agreed to regulate relations between themselves and the affairs of the Company on the terms 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:

Accounts med an aud end the all r **Accounts Date** mea mea **Annual Business Plan** in outl Cor ope **Articles** the out Res refe artid **Board** mea to ti **Business Days** mea whi rand **Clear Business Days** in r exc be o to ta Completion med the **Conditions** med Sch **Directors** mea **Disclosure Letter** mea fron the **Encumbrance** mea opti refu sec arra

of the Company comprising s at the Accounts Date and punt for the financial period together with the reports of ny cash flow statements and counts:

ate>>;

he directors of the Company, ial year of the Company, ctives of the business of the ash flow projections and an incial year;

the Company in the form set be adopted pursuant to the rom time to time and any to any Article will be to that

rs (as constituted from time

h Saturday and Sunday) on anks are open for [their full <<London>>;

notice, means, that period notice is given or deemed to ch it is given or on which it is

reement by all the parties to e with Clauses 2 and 3;

dent to Completion set out in

pany for the time being;

ed form (with its annexures) ers to the Investor relating to

e, pledge, lien, assignment, it of pre-emption, right of first terest, other encumbrance or kind, or other preferential effect;

Investment mea

Investor Director mea

acc

Management Accounts mea

the whi

Ordinary Shares

mea amo time

Resolutions mea

prio Sch

Subscription mea

Sub

Subscription Shares mea

his/l

Warranty or Warranties mea

clau

in the Company comprising

by the Investor;

e Company appointed in

counts of the Company for Date to <<Date>> copies of

sclosure Letter;

es of £<<insert nominal capital of the Company from

he Company to be passed y of which are set out in

the Investor in cash for the dance with clause 3;

ary Shares shown opposite 2 at a subscription price of

representations contained in

1.2 Unless the context requires oth

- 1.2.1 "writing", and any any communicati email or similar m
- 1.2.2 a statute or a pro or provision as an
- 1.2.3 "this Agreement" of to in this Agree agreement or do modified or now Schedules; and
- 1.2.4 Clauses and S
 Schedules of an
 clauses and Para
 to Sub-clauses o
 which the reference

1.3 In this Agreement:

h this Agreement to:

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ference to that statute he relevant time:

it or document referred ement or such other varied, supplemented, ne and includes the

es to Clauses and id references to Subwise stated, references auses or Schedules in



- 1.3.1 all agreements or which comprise m several;
- 1.3.2 any reference to respective person permitted assigne
- 1.3.3 any reference t unincorporated as
- 1.3.4 words importing and
- 1.3.5 words importing a
- 1.4 The headings in this Agreeme its interpretation.

2. Conditions

- 2.1 Completion is subject to been fulfilled to the satisf
- 2.2 The Existing Shareholder Conditions will be satisfied that Completion takes plan

3. **Investment and Completion**

- 3.1 Completion shall take pl other place as the part following:
 - 3.1.1 The Existing Sha evidence as he/sl Conditions has be
 - 3.1.2 The Investor shall
 - 3.1.3 The Company sha
 - 3.1.4 The Company wi his/her Subscription the Company's she takes his/her Subsand subject to memorandum of a
 - 3.1.5 The parties cons subscribed pursu procure the waive the Articles or other streets.
- 3.2 The shareholdings in the Part 3 of Schedule 3.

arties to the Agreement entity shall be joint and

a reference to their successors in title and

any corporate body, any other legal entity;

plural and vice versa;

her gender.

nly and shall not affect

the Conditions having ting by the Investor.

they are able) that the efore Completion, and ause 3.

Company or at such tion will comprise the

to the Investor such rating that each of the

Subscription Shares.

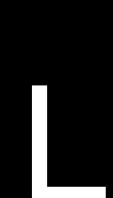
scription Shares.

ate to the Investor for name of the Investor in or confirms that he/she e benefit of the rights at in the Company's

e Subscription Shares and waive or agree to ons which may exist in ent any such issue.

etion are as set out in





4. Investor Director

- 4.1 The Investor, for so long minimum number of shall representing << Insert % Shares, shall be entitled to
- 4.2 Such person shall be kno
- 4.3 The Investor may appoin wants to be his/her direct appoint another person in
- 4.4 The Investor may appoint of the person's identity in Investor does not require Investor Director.
- 4.5 If the Investor's shareho minimum percentage of < Investor Director immedi the Company.</p>

5. Warranties

The following terms are agreed enter into this Agreement:

- 5.1 The Existing Sha Investor that each true, accurate and
- 5.2 The Existing Sha they have given to Investor to enter relied on the Warr
- 5.3 Each Warranty is and (except whe limited by any ot Warranty.
- 5.4 The Existing Sh responsibility for a
- 5.5 Any knowledge or agents) has about ability to make a reduce the damage Existing Sharehol not correct.
- 5.6 If the Investor mand/or the Com Company will not Existing Shareho employee, director for any contribution Existing Sharehol he/she/it may hav

o hold not less than a ng <<Insert Number>>, total issued Ordinary sit on the Board.

or

ner person that he/she lirector at any time and

notifying the Company s registered office. The the appointment of the

alls below the required or shall procure that the position as a director of

e Investor agreeing to

npany warrant to the out in Schedule 7 are te of this Agreement.

any acknowledge that tention of inducing the I that the Investor has s Agreement.

tely and independently ides otherwise) is not reement or any other

ompany accept legal ind severally.

estor (or its advisers or t affect the Investor's arranties, and will not ble to recover from the y, if the Warranties are

n Existing Shareholder pareholder and/or the laim against any other npany, or against any ractor of the Company of from that claim. Each ives up any such right





- 5.7 Where any Warr expressly qualifie any Existing Sh additional statement enquiry.
- 5.8 Subject to clause Shareholder indiv to the Warranties name in column (of recovery agains
- 5.9 Subject to clause liable in respect o aggregate amoun which event the E amount of such according to the subject to clause liable in respect to agreement of such according to the subject to clause liable in respect to aggregate amount with the respect to aggregate amount with the respect to aggregate amount with the respect to aggregate amount which event the E
- 5.10 Subject to claus Company will be Warranty unless claim ("Notice of "Expiry Date") an and served in re-Expiry Date save liability or (as the which case such proceedings shall become an actua to the liability of the breach of Warr reasonable detail such information i
- 5.11 In the case of fra any Existing Shar pursuant to the Shareholder or th limited by clauses
- 5.12 The maximum lia claims pursuant to Subscription.

6. Business Plan

- 6.1 The Existing Shareholde sure the Company main in relation to the financia the Company.
- 6.2 The Existing Shareholde informed in relation to the previous financial year. Business Plan before it is
- 6.3 The Existing Shareholde audited accounts to the

e Disclosure Letter is awareness or belief of semed to include an e after due and careful

ability of each Existing or any claims pursuant shown opposite his/her ny costs and expenses

areholders will not be Warranties unless the e exceeds £<<• >> in be liable for the whole for the excess.

Shareholder nor the claim for breach of a n written notice of the <<Insert Date>> (the ngs have been issued hin [12 months] of the lestion is a contingent of being quantified in issue and service of ntil such liability shall bility. Without prejudice or the Company for a Claim shall contain of the claim so far as

less non-disclosure by giving rise to a claim ility of that Existing such claim will not be clause 5.12.

respect of all or any exceed the value of the

tor that they will make priate control systems d keeping functions of

vestor Director is kept before the end of the st approve the Annual Company.

Company delivers its 3 (three) months after

the end of the accounting

6.4 The Company will provide about the Company to financial, accounting and Investor as soon as reason

7. Matters Requiring Consent

The Existing Shareholders agre undertake any of the actions li Investor's written consent, such

8. Transfer of Shares

- 8.1 No Existing Sharehold encumber, or otherwise the Company.
- 8.2 The Board shall decline t unless the Investor has adherence.

9. Non-Compete

- 9.1 Each Existing Shareholde
 - 9.1.1 while he/she is a shall not have any indirectly with the
 - 9.1.2 at any time follow most>> after his/ Director or an er involved or have the Company eit dealings with a cu Director or employ
- 9.2 Each of the undertakings
 - 9.2.1 considered by the
 - 9.2.2 a separate under is enforceable by independently;
 - 9.2.3 given for the pullinvestment brings the Company.
- 9.3 Accordingly, if any restriunenforceable, but would period reduced, the rest may be necessary to make

reasonable information ems in relation to its as as requested by the

the Company shall not nout first obtaining the onably withheld.

, mortgage, charge, any interest therein in

any transfer of shares in writing in a deed of

estor that:

the Company, he/she at competes directly or

months, usually 6 at Company either as a y, he/she shall not be ss that competes with y, have any business or solicit or employ any

is:

isting Shareholder and h Existing Shareholder

the Investor that the siness and goodwill of

9.1.2 is found to be it were deleted or the such modifications as e.

10. **Confidentiality**

All parties shall keep and proofidential information relating announcements shall be made agreement or the Investment approval.

11. Assignment

This Agreement is personal to rights hereunder, or sub-contra hereunder, except in accordance

12. Rights of Third Parties

For the avoidance of doubt, noth party any benefit or the right to e

13. Conflict with Articles

Insofar as any provision of this A the Articles, the provisions of this require, the Existing Shareholde Articles are amended to agree w

14. Entire Agreement

This Agreement and the docume agreement between the parties a agreements and understandings

15. Notices

All notices to be given under thi be delivered personally or sent to facsimile transmission or email a

- 15.1 in the case of a notice de
- 15.2 in the case of a notice s
 Business Days after the
- 15.3 in the case of a notice se Business Days in the pla date of dispatch; and
- 15.4 in the case of cable, far normal business hours outside normal business provided (in each case) prepaid post or by hand to

fidential, all and any nd the Investor. No the contents of this the Investor's written

may assign any of its any of its obligations areement.

all confer on any third this Agreement.

ith any provisions of
If any party shall so
procure that the

ain the entire ce all previous

writing and shall either epaid post or by cable, served:

time of delivery;

prepaid post, 2 Clear

Business Days (being s dispatched) after the

email, if sent during nsmission and if sent ollowing Business Day y is sent by first class siness Day.



16. Counterparts

This Agreement may be execute is an original and which together signed the same document.

17. No Partnership

This Agreement shall not be coventure between any of the parti

18. Miscellaneous

- 18.1 A signatory to this Agreer affected by all its provisic longer holds any shares
- 18.2 Any amendment, alteration is in writing and signed b
- 18.3 The signatories agree to Agreement into effect.

19. Governing Law and Jurisdiction

This Agreement shall be gover laws of England and Wales. The exclusive] jurisdiction of the cour

The parties or their authorised represeded and this Agreement is delivere Agreement.

Signed as a Deed by [Shareholder A]

[Full Name]

In the presence of [Witness]

Witness's Signature

Name

Address

Occupation

S

terparts, each of which if each party had

a partnership or joint

A

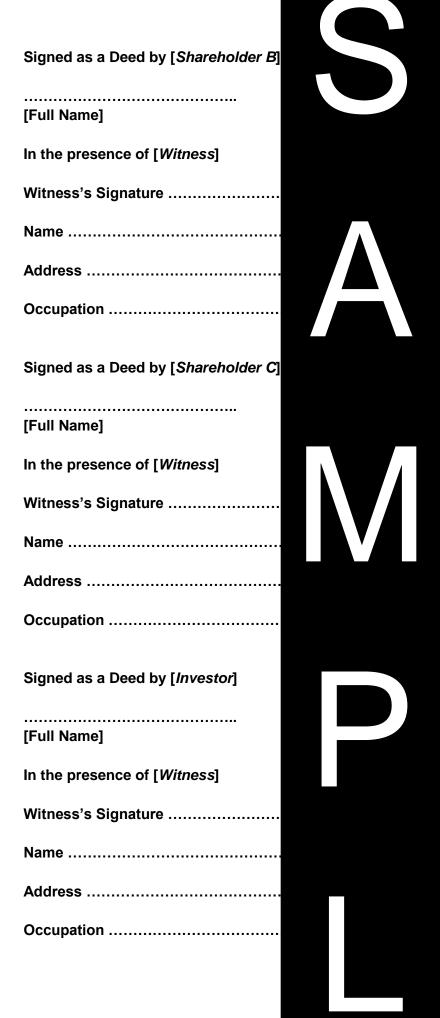
ipany) will cease to be 110] once he no

ement is only valid if it greement.

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n accordance with the to the [exclusive] [non-

this Agreement as a the beginning of this



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Name and Address	Existin		laximum Warranty Liability (£)
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Total			

SC Th

Name and Address	No. of Or £•	
Total		

Total Price £●

Part 1 – Particulars of the Com



re Completion)

Name:	
Registered Office:	
Directors:	
[Secretary]:	
Registered Number:	
Date of Incorporation:	
[Authorised Share Capital]:	
Issued Share Capital:	
Accounting Reference Date:	

Part 2 – Particulars of the Con



er Completion)

Name:		
Registered Office:		
Directors:	A	
[Secretary]:		
Registered Number:		
Date of Incorporation:		
[Authorised Share Capital]:		
Issued Share Capital:		
Accounting Reference Date:		

Part 3 – Post Co

Member	Ordi	ercentage of equit are capital held (%
Total		

SC Articles
[Insert r



- 1. The passing of the Resolutions.
- 2. The Company having adopted th
- The Disclosure Letter having been Shareholders and the Company
- Receipt by the Investor of evider obtained directors' and officers' i terms as are satisfactory to the I
- [Receipt by the Investor or evide for the trade of the Company's b the Enterprise Investment Scher the subscription for shares made

A

y the Existing

he Company has ich form and on such

provisional clearance d for the purpose of available in respect of er.]¹

on will need to be included. Further

¹ If the Investor is making the investment with the Enterprise In details can be obtained from HMRC's website.



SC

Re

Company number << Insert Company N

The Com Private Compa Special Resolutions p

<<Insert Company N

A

tions

nv")

<<Circulation Date>>

Pursuant to Chapter 2 of Part 13 of Company propose that the following R written resolutions (the "Resolutions").

 The directors of the Company (the allot <<Insert Number from Schedu rights to allow the Investor to pay f in the Company ('Rights') up to a t Schedule 2>>. However, this aut cancelled by the Company, expire f is passed.

Despite this, the Company may, be would or might require shares to Directors may allocate shares or agreement) even though this reso accordance with section 551 of the

This authority replaces all previous Directors the right to allocate shallocation of shares or grant of Ri made in accordance with those pre-

- If Resolution 1 above is passed, the of the Companies Act 2006 to allow Act 2006 did not apply to this all amount set out in Resolution 1 and 1 applies.
- The articles contained in the printer and are hereby approved and adopt of the Company in replacement Company.

6, the directors of the Resolutions passed as

hereby authorised to the Company or grant ny security into shares rt Purchase Price from renewed, changed or on which this resolution

offer or agreement that o be granted (and the ince with that offer or resolution is made in

ations which gave the out doesn't affect any ffered or agreed to be

red under Section 570 1(1) of the Companies ower is limited to the e period as Resolution

these Resolutions be articles of association of association of the



Agreement

Please read the notes at the end of this the Resolutions.

The undersigned, a person entitled to vo hereby irrevocably agrees to the Resolut

Dated this << >> day of << >>

Ν	a	n	1e

<< >>

<< >>

Notes

- If you agree to the Resolutions, pl dating this document where show by hand or by post to <<Insert Na
 - You may not return the Resolution

 If you do not agree to the Resolution

 not be assumed to agree if you fail
- Once you have signed the Resol back on your agreement.
- Unless, by 28 days from the date date), enough agreements have the will lapse and no longer apply.

If you agree to the Resolutions, please or on this date.



ng your agreement to

<<Circulation Date>>,



Signature

ent by signing and
e signed version either
>>>

other method.

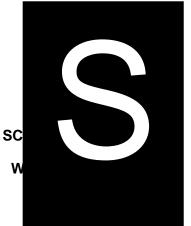
o do anything. You will

nge your mind and go

on (beginning with that solutions to pass, they

ent reaches us before





[This warranty schedule is short form ar need to be extended depending on the

- The Existing Shareholders are the listed against their names in Sche anyone else. The shares are fully Encumbrance.
- 2. The information in Schedule 3 is t
- All information in the Disclosure Le the Company's replies to the Investin all material respects.
- The Accounts are accurate in all r respect and have been prepared i and applicable statutes and regula
 - show a true and fair view of the Accounts Date and are exceptional or non-recurring
 - are in accordance with ger current Statements of Star Reporting Standards and a
- 5. Since the Accounts Date there ha financial or trading position of the
- The Management Accounts have Accounts, and they fairly represer Completion and for the period of r date of the Management Accounts
- There is no litigation or dispute of between the Company and any th
- The Company is not subject to an given any legal promise to any co

ic warranties and may

ers of the shares nolding them for n is subject to any

spects.

Shareholders' and/or omplete and accurate

misleading in any omply with all relevant

the Company as at sual, extraordinary,

ing principles and with e and Financial nsistently applied.

se change in the

s consistent with the the Company as at ounts Date and the

g or threatened

ruling, and it has not

- All intellectual property which is si software, creative content or trade
 - listed in the Disclosure Let
 - owned legally by the Comp
 - not being held by the Com
 - has not been charged to a
 - if it is registrable, it is properties.
 - none of it infringes the righ
- No one is infringing the Company
- The Company has complied with a that it handles data from individua
- The Company has no debts in its for more than three months, and a
- The Company has not granted an Encumbrance).
- 14. All the Company's assets, stock a (allowing for fair wear and tear) ar and are not held by the Company
- The Company is not a signatory to to which any director or sharehold a signatory.
- Accurate and complete copies of a directors and consultants are attac outstanding breaches of any of the any outstanding obligations under which this Agreement is dated.
- The Company has not received (a redundancy, unfair, constructive o discrimination, from any of its emp
- The Company has no arrangement allowances or other benefits to an

's business [such as

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hts.

n legislation in the way my notice of breach.

ve been outstanding aid in full.

assets (such as an

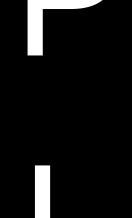
n good condition
ally by the Company
e.

ment (including loans) ted with them) is also

cts with its employees, tter. There are no mpany does not have arned in the month in

ceive) any claims for iny kind of ultants.

ickness benefit, r consultants.



- The Company has complied with a requirements that apply to it, and i consents that it needs to carry on
- Neither the Company nor any of it than, in the case of its directors, m
- The Company has kept all its reco required by law.
- 22. Accurate and complete copies of a attached to the Disclosure Letter. in full to date; all the policies are in to do, anything that means that the circumstances that might give rise
- The Company has no subsidiaries company.
- The Company has no long-term o capital investments.
- 25. None of the Company's contracts this Agreement.
- 26. The Company has not given any g as indemnities, and it is not signat profit-sharing or any agreement fo other companies.
- The Company is not in breach of a
- 28. Full details of the Company's bank the Disclosure Letter. The Compa arrangements and it has no outsta
- 29. No arrangement has been reache it owes money to) about the enfor (including an administrator) has be on behalf of its creditors or any co
- No action has been taken over an
- 31. The Company is not insolvent with
- The Company has filed all tax retu and Customs (HMRC). It is not in

nd other legal missions, licences and

ed any crime (other

nts up-to-date as

nce policies are
all insurance premiums
has not done, or failed
d on; and there are no
the Company.

ubsidiary of any other

it has no significant

se it is entering into

t compensation such int venture, option, or tax reliefs with any

facilities are set out in terms of its banking

editors (i.e. the people eir debts, and no one e the Company's affairs

alf of a creditor.

solvency Act 1986.

filed with HM Revenue y other taxing authority in any country, and it doe dispute.

- The Company has paid or made a responsible, and it is not subject to
- The Company has not entered into partly for the avoidance of taxation

kely to lead to such a

or which it is

ned completely or



The Company must not (without the writ

- Make any variation in the share ca granting of any options or other rig the Company.
- Reduce the Company's share cap reserve account or any uncalled liany arrangements for the purchas
- 3. Amend the Company's Articles.
- 4. Incur any borrowing or other indet
- Make any guarantees of the due p contract.
- 6. Vary, once agreed, the Annual Bu
- 7. Incur expenditure above [£5,000] Business Plan.
- 8. Lend any money.
- Dispose of the whole or any signif the Company; or acquire any prop significantly change the nature of
- Enter into any agreement that has
- Declare, pay or make any dividend
- 12. Engage or dismiss any employee
- Enter into or vary any contract or a or any shareholder or any associa
- Enter into any significant contract business, including entering into a connected party or other than on a terms.

or):

the creation of, or the onvert into, shares of

unt, capital redemption paid shares or make of its own shares.

borrowings.

ormance of any

in the Annual

 property or assets of significant nature; or y the Company.

e years.

ns of profits or assets.

mpany.

pany with any director eholder.

sual course of ever nature with any rmal commercial



- 15. Commence or settle any litigation ordinary course of trading.
- Acquire or invest in any other com subsidiary.
- Make any claim, decision or agree potential tax benefit other than as and in the normal course of the Co

[THE INVESTOR MAY WISH TO ADD

ot collection in the

orporate any

give up or waive any en the signatories

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