

POOLING AGREEMENT

This Pooling Agreement, hereinafter referred to as the 'Agreement', is executed and be effective from [DATE],

BETWEEN

[ORIGINAL SHAREHOLDERS], a company incorporated under _____ with registered address at [registered address], hereinafter referred to as the 'Original Shareholders', acting through an authorized representative [NAME, ADDRESS]

AND

[COMPANY NAME], a company incorporated under _____ with registered address at [registered address], hereinafter referred to as 'the Company', acting through an authorized representative [NAME, ADDRESS]

WHEREAS each of [NAME OF THE SHAREHOLDERS] are shareholders of the Comapny; and

WHEREAS each Original Shareholders is party to a Shareholders Agreement, 'the "[COMPANY] Shareholders Agreement"' with [COMPANY] with its other shareholders, being [SPECIFY NAME OF THE SHAREHOLDERS];

WHEREAS the Original Shareholders have agreed to pool the Voting rights associated with their shares for the purposes as hereinafter set out; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The preamble hereto shall form part of the present Agreement.
2. All words, description to which is not mentioned in this Agreement, and whose initial letter is capitalized shall have the meaning as prescribed to the word in 'the "[COMPANY] Shareholders Agreement"'
3. The Original Shareholders hereby agree that in all matters of the Company, which require a vote of the shareholders, the shares of the Company held by each of the Original Shareholders shall be pooled and voted en bloc as the Original Shareholders, shall by majority vote based on one vote per each share of [COMPANY] held by each of the Original Shareholders.
4. Notwithstanding the foregoing, in all matters outside the ordinary course of business, which by applicable law, requires a special majority of at least [PERCENTAGE] of the

votes for approval, each of the Original Shareholders may vote their respective shares in their respective discretions and not en bloc as set out in above clause.

5. The present Agreement shall remain in full force and effect for a continuous period of three years unless objected to by any of the Parties to the Agreement, in which case, the Agreement may be revised as per mutual agreement..
6. AND HERETO INTERVENED [COMPANY], which acknowledges the foregoing for all corporate purposes.

AND THE PARTIES HAVE SIGNED at the place and as of the date first above written.

ORIGINAL SHAREHOLDERS

COMPANY

Authorized Signature

Authorized Signature

Legal Name and Title

Legal Name and Title