

VOTING AGREEMENT

between:
(INSERT NAME)
and
(INSERT NAME)
and
(INSERT NAME)
and
(INSERT NAME)

1 THE SHAREHOLDERS AGREEMENT

- 1.1 It is recorded that simultaneously with the signing of this agreement, the parties hereto entered into a shareholders agreement in respect of (INSERT FULL NAME OF THE COMPANY) ("the Company").
- 1.2 Notwithstanding that it is not specifically recorded in the shareholders agreement, such agreement is conditional, as between the parties hereto, upon their signature of this agreement.

2 VOTING AT GENERAL MEETINGS

- 2.1 The parties agree that for so long as they collectively are the beneficial owners of not less than (INSERT PERCENTAGE OF SHARES HELD) percent of the issued share capital of the Company, they will vote their shares in the Company, at any general meeting of the Company, as one block of shares (the "pool shares").
- 2.2 In order to determine the manner in which the pool shares are to be voted, the parties, or their duly authorised representatives, will meet at (INSERT PHYSICAL ADDRESS) ("the prior meeting") not less than seven (7) days before each general meeting of the Company (and whenever else may be necessary).
- 2.3 At each prior meeting, each party personally present or duly represented shall have as many votes as is equal to the number of ordinary shares held by him in the Company. A simple majority of votes cast at the prior meeting, whether by a show of hands or on a poll, will determine the manner in which the pool shares are to be voted.
- 2.4 One of the parties present at the prior meeting will be appointed to attend and vote the pool shares at the general meeting of the Company in respect of which the prior meeting shall have been called.
- 2.5 Any party (the "absent party") who is unable or unwilling to attend any prior meeting shall be entitled to appoint any other person, who need not be a shareholder, to attend the prior meeting and vote the shares of the absent party on his behalf.

3 DOMICILIUM CITANDI ET EXECUTANDI

- 3.1 The parties hereby choose domicilium citandi et executandi for the purpose of the giving of any notice, the serving of any process and for any other purpose whatsoever arising from this agreement as follows:
- 3.1.1 (INSERT NAME) at: (INSERT ADDRESS)