**Sample Agreement**

**This Agreement** is made on this [Date] between:

**1. Skydatasol Ltd** (the “Company”), a private limited company incorporated in England and Wales under the Companies Act 2006 with its registered office at [address]; and

**2. [Investor/Partner Name]** (the “Partner”), of [address].

Together, the parties are referred to as the “Parties.”

**1. Purpose of Agreement**

The purpose of this Agreement is to define the terms under which the Partner acquires equity in Skydatasol Holdings Ltd and to establish the mutual rights, responsibilities, and obligations of both the Company and the Partner in respect of governance, profit distribution, and long-term collaboration.

**2. Equity Participation**

The Company agrees to issue to the Partner [X] ordinary shares, representing [X%] of the total shareholding of the Company on a fully diluted basis. The shares shall carry full voting rights, dividend rights, and participation in liquidation proceeds pari passu with existing shares.

**3. Investment Consideration**

In exchange for the shares, the Partner shall contribute an investment of £[amount] to the Company. Payment shall be made by bank transfer to the Company’s designated account within [number] business days of the signing of this Agreement.

**4. Governance and Voting**

The Partner shall be entitled to vote in proportion to their shareholding in all general meetings of the Company. Major decisions relating to capital raising, changes to the Articles of Association, liquidation, or merger of the Company shall require approval by a supermajority of [e.g., 75%] of the shareholders.

**5. Dividend Rights**

The Partner shall be entitled to receive dividends declared by the Company, distributed pro-rata to the number of shares held, subject to the availability of distributable profits and the discretion of the Board of Directors.

**6. Pre-emption Rights**

If the Company issues further shares, the Partner shall have the right of first refusal to subscribe for such shares in proportion to their existing shareholding, in order to protect against dilution.

**7. Transfer of Shares**

The Partner may not transfer or dispose of their shares without first offering them to existing shareholders in accordance with the pre-emption provisions of the Articles of Association. Any permitted transfer must comply with UK law and the Company’s constitution.

**8. Confidentiality**

Both Parties agree to maintain strict confidentiality regarding any non-public information disclosed in connection with this Agreement. This obligation shall survive termination of the Agreement.

**9. Exit Strategy**

The Parties agree that potential exit routes include, but are not limited to, an IPO, trade sale, or share buy-back. Any exit shall be managed in accordance with shareholder agreements and investor protections.

**10. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales for any dispute arising under or in connection with this Agreement.

**11. Entire Agreement**

This document constitutes the entire agreement between the Parties and supersedes all prior discussions, representations, or arrangements, whether oral or written.

**Signed for and on behalf of Skydatasol Ltd**

Name:
Title:

**Signed by the Partner**

Name:
Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_