**POOLING AGREEMENT**

This Pooling Agreement (the “Agreement”) takes effect on [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Original Shareholders"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [COMPLETE ADDRESS]

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

WHEREAS the Original Shareholders are each parties to a shareholders agreement (the “[COMPANY] Shareholders Agreement”) with [COMPANY] and its other shareholders, being [SPECIFY NAME OF THE SHAREHOLDERS];

WHEREAS the Original Shareholders have agreed to pool their shares for voting 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 herein whose initial letter is capitalised shall have the meaning ascribed to such word in the [COMPANY] Shareholders Agreement.
3. The Original Shareholders hereby agree that in all matters of [COMPANY] which require a vote of the shareholders, the shares of [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. Notwithstanding the foregoing, in all matters outside the ordinary course for which a special majority of at least [%] per cent of the votes is required for approval by applicable law, each of the Original Shareholders may vote their respective shares in their respective discretions and not en bloc as set out above.
4. The present Agreement shall remain in full force and effect for so long as the Original Shareholders are shareholders of [COMPANY]. In the event that any of the Original Shareholders transfers his or her shares of [COMPANY] as may be permitted by the [COMPANY] Shareholders Agreement, then such transfer shall be without effect unless and until the transferee shall have confirmed in writing that it is bound by the terms of this Pooling Agreement in the same manner and to the same extent as the transferor Original Shareholder is bound hereby.
5. 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

Print Name and Title Print Name and Title