

Private and Confidential

MEMORANDUM OF UNDERSTANDING OF XYZ LIMITED

This Memorandum of Understanding is entered into between the founding shareholders (XYZ). This MOU may be revised until it is, this MOU is to be

1. The Business

XYZ is to be established as a company initially be in the UK but will move to an appropriate point. Revenue will be derived from the provision of services and the licensing of intellectual property by Mr John Doe by way of their time and resource in the

2. Authorised Share Capital
The authorised share capital is £100,000 in shares of £1 each.

3. Founding Shareholders and their Shares
John Doe
Founding Shareholder 1
Founding Shareholder 2
Founding Shareholder 3

Total

The founding shareholders shall contribute to the initial allocation of shares. The initial allocation of shares shall come from John Doe's contribution, which shall be reduced to 55%. Thereafter, the shares shall be allocated down equally on the bringing in of new investors.

The initial financial investment by John Doe shall be treated as a matter of other equitable treatment as a matter of course.

4. Directors and Company Secretary
Initial Directors shall be John Doe and Founding Shareholder 2. The Company Secretary shall be John Doe.

5. John Doe and Founding Shareholder 2 shall devote their full time to the XYZ business.

SAMPLE

Download Full Document

From Website

Scopus.us.com/legaldocs/

SAMPLE

Download Full Document

From Website

Scopus.us.com/legaldocs/

SAMPLE

Download Full Document

From Website

Scopus.us.com/legaldocs/

SAMPLE

Download Full Document

From Website

Scopus.us.com/legaldocs/

DISCLOSURE

relationship
1234567
document but,

s. This will
at the
and related
then provided
contributing
business plan.

Shares of £1

since partners,
has been
will dilute

chers) of
terms or such

founding
holder 2.

full time to

SAMPLE

6. Matters requiring

Alter authorised
Issue any shares
Reorganise the
Material change
Disposal of all
Achieving an ex
Borrowing in ex
Expenditure of
Mortgaging or c
Changing XYZ
Altering the cor

Download Full Document

From Website

Scopulus.co.uk/legaldocs/

SAMPLE

Download Full Document

From Website

Scopulus.co.uk/legaldocs/

7. Share Transfers

Each of the founding s
of any shares being off
Shareholders Agreeeme
contain usual provision
like.

refusal on transfer
of the others. The
association shall
bad leaver and the

SAMPLE

Download Full Document

From Website

Scopulus.co.uk/legaldocs/

8. Conduct and Restrict

The parties shall be co
XYZ and, in particular
agreement that replace
shareholders shall, wit
interest in or otherwise
indirectly with XYZ.

ther with respect to
ny shareholder
e of the
e others, have any
ompetes directly or

9. Insurance, Data Prot

XYZ shall take out app
Act and deal with othe
XYZ shall belong to X

e Data Protection
roperty used by

SAMPLE

Download Full Document

From Website

Scopulus.co.uk/legaldocs/

10. Confidentiality

Except for any media a
shareholders will keep
confidential nature of
MOU. This obligation
the public domain at th
public domain other th

ureholders, all
information of a
existence of this
which is already in
comes into the
J.

11. Service Level Agree

Founding Shareholder
reasonable terms

ents with XYZ on

John Doe, Founding Shareholder
Service Agreements with

12. Governing Law and Jurisdiction
This MOU is to be governed by
parties submit to the non-exclusive

Signed by the individual
shareholders.

Signed by John Doe

Signed for and on behalf of

Signed by Founding Shareholder

Signed by Founding Shareholder

SAMPLE

Download Full Document

From Website

Scopulus.co.uk/legaldocs/

SAMPLE

Download Full Document

From Website

Scopulus.co.uk/legaldocs/

SAMPLE

Download Full Document

From Website

Scopulus.co.uk/legaldocs/

SAMPLE

Download Full Document

From Website

Scopulus.co.uk/legaldocs/

2 will enter into

English law and the
Courts.

of the corporate