**DDA MODEL SHARE PLEDGE AGREEMENT**

**DATE**: [*insert date*]

**BETWEEN**:

1. **PLEDGOR**

***Corporate pledgor -*** [*name of pledgor*], a [company incorporated in [*jurisdiction of incorporation of pledgor*] with registration number [*insert company number*] and having its registered address at [*insert registered or official address of pledgor*]; and

***Individual pledgor -***[*name of pledgor*], a national of [*insert* *nationality of individual pledgor*], residing at [*address*] and having passport number [*insert passport number*]; and

2. **PLEDGEE**

***Corporate pledgee -*** [*name of pledgee*], a [company incorporated in [*jurisdiction of incorporation of pledgee*] with registration number [*insert company number*] and having its registered address at [*insert registered or official address of pledgee*].

***Individual pledgee -*** [*name of pledgee*], a national of [*insert* *nationality of individual pledgee*], residing at [*address*] and having passport number [*insert passport number*]].

**WHEREAS** the parties named above (the "**Parties**") wish to enter into a pledge of shares in accordance with the provisions of Regulations [ ] of the DDA Private Companies Regulations.

**THE SHARES**

– Shares numbered [ ] to [ ] issued by [*name of DDA Company*] (the “**Company**”) [including any additional shares referred to in Clause 2 (c)] (the “**Shares**”).

**THE SECURED LIABILITIES**

– [*Describe the liabilities, including the amount, which the shares are pledged as security for.*] (the “**Secured Liabilities**”)

1. **PLEDGE**

The Pledgor hereby pledges to the Pledgee the Shares as security for the Secured Liabilities and undertakes to ensure that the Company enters this Pledge on its register of members.

Each of the Parties confirms that:

* the Pledgee has given value for this Pledge; and
* the Pledgor has delivered the share certificates in respect of the Shares to the Pledgee and the existence of this Pledge has been duly endorsed on each such share certificate.

1. **ANCILLIARY RIGHTS**
   1. **Voting Rights**

[The Pledgor shall continue to be entitled to exercise all voting rights pertaining to the Shares until enforcement of this Pledge by the Pledgee]

[At all time during the existence of this Pledge the Pledgee shall be entitled to exercise all voting rights pertaining to the Shares].

* 1. **Distributions**

[The Pledgor shall continue to be entitled to receive all dividends, interest, bonuses and other distributions and cash payments paid in respect of the Shares until enforcement of this Pledge by the Pledgee]

[At all times during the existence of this Pledge the Pledgee shall be entitled to receive all dividends, interest, bonuses and other distributions and cash payments paid in respect of the Shares and the Pledgor shall ensure that such payments are made to the Pledgee by the Company]

* 1. **Additional Shares**

This Pledge [shall/shall not] extend to any stocks, shares or other securities, right, money or property accruing, offered or issued at any time during the existence of this Pledge by way of redemption, substitution, exchange, bonus or preference for or by reference to the Shares.

1. **WARRANTIES AND COVENANTS**
   1. The Pledgor warrants that:
      1. the Shares are duly authorised, validly issued, fully paid and freely transferable and are free and clear of any encumbrance other than that created by or pursuant to this Pledge;
      2. the Pledgor is the sole owner of the Shares and has the right to pledge the Shares pursuant to this Pledge.
   2. The Pledgor shall:
      1. at his own cost, do all that is reasonably possible to ensure that the Shares are effectively pledged to the Pledgee as contemplated by this Pledge; and
      2. not create any other encumbrance over, or otherwise dispose of any interest in, the Shares except with the prior consent of the Pledgee.
2. **GOVERNING LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre ("**DIFC**").

The courts of the DIFC shall have exclusive jurisdiction to settle any dispute arising from or in connection with this agreement (including a dispute relating to the existence, validity or termination of this agreement or the consequences of its nullity or any non-contractual obligation arising out or in connection with this agreement) (a "**Dispute**"). The Parties agree that the courts of the DIFC are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary.

**THIS SHARE PLEDGE AGREEMENT** has been entered into by:

**THE PLEDGOR**

*[EXECUTION BLOCKS for corporate and for individual]*

**THE PLEDGEE**

*[EXECUTION BLOCKS for corporate and for individual]*