

Union of Steward Employee Owners™ (USEO)

Pledge Deed

We / us / our

Company Name
(company number 00000000)



USEO

Union of Steward Employee Owners Ltd
(company number 16180966)

- 1 Pledge:** We hereby agree to pay a minimum of 1% of our turnover (being revenue generated from sales of goods or services, excluding VAT) to USEO (**Pledge**) to be used by USEO to facilitate bringing UK companies into employee ownership in line with the USEO articles of association. We acknowledge that the Pledge is not a loan or a subscription for shares or other securities of any nature in USEO or any of the companies it acquires an interest in, and that the Pledge payments are non-refundable.
- 2 Reporting:** We shall report our turnover for each quarterly reporting period (**Quarter**), commencing on DD/MM/YYYY, by providing a VAT return or management accounts by any method made available to us by USEO. We shall provide USEO with a copy of our full annual accounts within 12 months from the end of the accounting period to which they relate.
- 3 Payment:** We shall pay our Pledge between 1 and 4 months following the end of each Quarter. Our first payment will fall due between DD/MM/YYYY and DD/MM/YYYY.
- 4 Transparency:** We acknowledge that USEO will publish our name, logo and the average percentage of our Pledge on its website and in other media. USEO shall not disclose monetary amounts of our Pledge. We shall provide any information reasonably requested by USEO regarding our ownership or control.
- 5 Duration:** Our Pledge will continue for a period of X years (**Initial Term**). Upon expiry of the Initial Term, our Pledge will automatically renew for successive periods of 12 months until cancelled by us on giving not less than 1 months' prior written notice.
- 6 Termination:** We acknowledge that USEO may terminate this deed immediately on giving written notice to us if: (a) we fail to meet our Pledge payment for 2 Quarters in any 4 consecutive Quarters; (b) USEO becomes one of our shareholders; or (c) we do, or omit to do, anything which the board of directors of USEO considers has brought, or may bring, USEO into disrepute. This deed may not otherwise be terminated unless agreed by USEO in writing.
- 7 Warranty:** We hereby warrant that the entry into this deed is duly authorised and our Pledge does not contravene or conflict with our constitutional documents, any agreement or instrument binding on us or our assets, or any applicable law.
- 8 Amendments:** No amendment to this deed is binding unless agreed by us and USEO in writing and executed as a deed.
- 9 Governing law and jurisdiction:** This deed is governed by English law and both we and USEO submit to the exclusive jurisdiction of the English courts to settle any dispute or claim relating to the subject matter or formation of this deed.

Signature

Name Surname
Position

Signature

Name Surname
Position

