

SHAREHOLDERS AGREEMENT

PARTIES

- This Shareholders Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between the following:

Shareholder’s name	Address

(collectively referred to as the “**Shareholders**”).

SHARES AND VALUATION

- The Shareholders agree that the initial share capital of the company will be \$_____
- The share capital will be divided into _____ shares with a par value of _____ each.
- The Shareholders agree that they may increase the share capital of the company from time to time in accordance with the terms of this Agreement.

MEETINGS

- The Shareholders agree that a written notice will be sent to all the Shareholders _____ days prior to the meeting in cases of an annual shareholders meeting.

- The Shareholders agree that a written notice will be sent to all the Shareholders _____ days prior to the meeting in cases of a specific shareholders meeting.
- The Shareholders agree that the general assembly can make decisions only if the total shares represented at the meeting is or exceeds 51% as a quorum requirement.
- The Shareholders agree that in case the quorum meeting is not met, a new meeting will be held _____ weeks/months to cover the same agenda.

TRANSFER AND ISSUANCE OF SHARES

- The Shareholders agree that the transfer of shares is conditional upon the purchaser.
- The Shareholders further agree that in case of selling shares, the shareholder has to offer their shares to the existing shareholders prior to considering third parties.
- The Shareholders agree that a collective written consent is required prior the issuance or transfer of new shares of any class.

MANAGEMENT

- The Shareholders agree that the company's management will be headed by an executive board of at least _____ members elected by the board of directors.
- The Shareholders further agree that the management will make decisions in accordance with the Articles of Association and any other rules of procedure, if available.

ACCOUNTING INFORMATION

- The Shareholders agree that the company will, at all times, keep complete accounting and other financial records in accordance with this Agreement.

DIRECTORS

- The Shareholders agree that the company will not have less than _____ director.
- The Shareholders further agree that the director does not have to be a shareholder to this Agreement.

- In case of death of the director(s), the Shareholders agree to collectively appoint a new director by unanimous decision.
- The Shareholders agree that the initial directors are enlisted as follows:

Director's Name	Address

- The Shareholders agree to appoint the following duties to the directors of the company
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
 7. _____
 8. _____
 9. _____
 10. _____

NON-COMPETE

- The Shareholders agree that they will not be employed or financially interested in any business that revolves in or around the same or similar nature as the company of which they hold shares in.

DIVIDENDS

- The Shareholders agree that the company will distribute profits in the form of dividends to their shareholders in proportion to their shares in the company.
- This agreement shall be applicable to any transaction made by the company.

TERMINATION

- The Shareholders agree that this Agreement may be terminated upon an unanimous agreement of the Shareholders.

- The Shareholders further agree that this Agreement will be terminated in cases of dissolution, bankruptcy _____, _____ and _____.

AMENDMENTS

- The Shareholders agree that any amendments made to this Agreement must be in writing where they must be signed by the Shareholders to this Agreement.
- As such, any amendments made by the Shareholders will be applied to this Agreement.

SEVERABILITY

- In an event where a provision of this Agreement is found to be void and/or unenforceable by a court of competent jurisdiction, then the provisions remaining will continue to be enforced.

DISPUTE RESOLUTION

- Any dispute and/or difference arising out of or related to this Agreement will be submitted to _____ (Arbitration/mediation/negotiation) according to, and subject to the laws of _____.

GOVERNING LAW

- This Agreement will be governed by and construed according to the laws of _____.

ENTIRE AGREEMENT

- This Agreement is complete and with respect to the subject matter herein, supersedes all and any prior agreements, understandings, and conditions, expressed or implied, written or oral, of any nature with respect to the subject matter herein.
- The expressed terms control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms herein.

SIGNATURE AND DATE

- The Shareholders hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

SHAREHOLDER _____	SHAREHOLDER _____
DATE	DATE

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SHAREHOLDER <hr/>	SHAREHOLDER <hr/>
DATE <hr/>	DATE <hr/>