

# Shareholders' Agreement

This Shareholders' Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among the following parties.

Company: \_\_\_\_\_

Company Registration No.: \_\_\_\_\_

Registered Office: \_\_\_\_\_

(hereinafter, the "Company")

Shareholders:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(each a "Shareholder", collectively the "Shareholders")

## 1. Interpretation

1.1 In this Agreement, unless the context requires otherwise:

- (a) "Act" means the applicable Companies Act or statute in the Company's jurisdiction;
- (b) "Shares" means any and all of the issued shares in the capital of the Company.

## 2. Purpose

2.1 The Shareholders wish to regulate their rights and obligations as shareholders of the Company, and the management and control of the Company.

## 3. Share Capital

3.1 The share capital of the Company as of the date hereof is as follows:

Number of Shares: \_\_\_\_\_

Share Classes (if any): \_\_\_\_\_

## 4. Management and Board of Directors

4.1 The business and affairs of the Company shall be managed by a board of directors (the "Board").

4.2 The Shareholders shall be entitled to appoint directors as follows:

[Insert appointment rights and procedures]

## 5. Transfer of Shares

5.1 No Shareholder shall transfer, sell, or otherwise dispose of any share in the Company except as permitted under this Agreement.

5.2 Pre-emption rights on transfer shall apply as follows:

[Insert pre-emption procedure]

## 6. Dividend Policy

6.1 The Company may declare and pay dividends according to applicable law and as determined by the Board.

[Set out the dividend policy, if any.]

## 7. Confidentiality

7.1 Each Shareholder shall keep confidential all information concerning the Company and its business, except where disclosure is required by law.

## 8. Dispute Resolution

8.1 Any dispute arising out of or in connection with this Agreement shall be resolved as follows:

[Insert procedure, e.g., negotiation, mediation, arbitration.]

## 9. Miscellaneous

1. This Agreement constitutes the entire agreement among the Shareholders and supersedes all prior understandings.
2. This Agreement may be amended only in writing signed by all Shareholders.
3. If any provision of this Agreement is held to be invalid, the other provisions shall remain in full force and effect.

## 10. Governing Law

10.1 This Agreement shall be governed by and construed in accordance with the laws of

\_\_\_\_\_.

## 11. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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Signature of Shareholder 1

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Signature of Shareholder 2

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Signature of Shareholder 3