

Shareholders Agreement

This Shareholders Agreement ("Agreement") is made and entered into as of [Date], by and between:

- **[Company Name]**, a company incorporated under the laws of [Jurisdiction] and having its registered office at [Registered Address] (hereinafter referred to as "the Company");
- The persons listed in Schedule A attached hereto (hereinafter collectively referred to as "the Shareholders" and individually as "Shareholder").

1. Purpose

The purpose of this Agreement is to set forth the rights and obligations of the Shareholders in relation to their capital shareholding in the Company and to regulate the management, control, and operations of the Company.

2. Share Capital Structure

The authorized, issued, and paid-up share capital of the Company as at the date of this Agreement is as follows:

Shareholder Name	Number of Shares	Class of Shares	Percentage (%)
[Shareholder 1]	[Number]	[Class]	[Percentage]
[Shareholder 2]	[Number]	[Class]	[Percentage]

3. Management and Board of Directors

The Shareholders agree to participate in the management of the Company according to their shareholding and as further detailed in the Articles of Association. The composition and appointment of the Board of Directors shall be as follows:

- Each Shareholder holding at least [x]% of the issued shares shall be entitled to nominate one director.
- All major decisions of the Board shall require the affirmative vote of not less than [y]% of the directors.

4. Transfer of Shares

1. No Shareholder may transfer, assign, or otherwise dispose of any of its shares except as provided in this Agreement.
2. Right of first refusal shall be granted to existing Shareholders in the event a Shareholder wishes to sell their shares.
3. Any permitted transfer shall be subject to compliance with applicable laws and the Articles of Association.

5. Dividend Policy

The Board may declare dividends out of the profits of the Company in accordance with applicable law and the provisions of the Articles of Association, subject to the agreement of Shareholders holding at least [z]% of the shares.

6. Confidentiality

The Shareholders shall keep all proprietary and confidential information of the Company strictly confidential

and shall not, without prior written consent, disclose such information to any third party.

7. Term and Termination

This Agreement shall remain in effect until terminated by mutual written agreement of all the Shareholders or upon dissolution of the Company.

8. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any dispute arising hereunder shall be subject to resolution by arbitration in accordance with the rules of [Arbitration Authority].

Schedule A - Shareholders Details

Name	Address	Contact	Shares Held
[Shareholder 1]	[Address]	[Email/Phone]	[Number]
[Shareholder 2]	[Address]	[Email/Phone]	[Number]

Authorized Signatory
[Company Name]

[Shareholder 1 Name]

[Shareholder 2 Name]

Important Notes:

- This document is a sample template and should be tailored to meet the specific needs of the shareholders and the company.
- It is highly recommended to involve legal counsel to ensure the agreement's compliance with applicable laws and regulations.
- Key matters such as share transfer restrictions, board composition, and dispute resolution must be carefully negotiated and clearly documented.
- All shareholders should review and understand the document before signing.