

SHAREHOLDER AGREEMENT

Effective date: [DATE]. Complete the bracketed fields and remove unused options before signing.

Shareholder A: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

Shareholder B: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

Company: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

1. COMPANY AND HOLDINGS

Company name, registration details and governing constitutional documents: [DETAILS]. Each shareholder's class, number of shares and fully diluted percentage: [LIST]. This agreement must be coordinated with the company's constitutional documents and mandatory company law.

2. GOVERNANCE

Board appointment rights, quorum and voting: [TERMS]. Reserved matters and approval thresholds: [LIST]. Conflict disclosure and interested-party voting: [PROCESS]. Information access, budgets and financial reporting: [DETAILS].

3. FUNDING AND DISTRIBUTIONS

Further funding, pre-emption on new issues and dilution process: [TERMS]. No shareholder must provide extra capital or guarantees except as expressly agreed. Dividend policy is [TERMS], subject to lawful distribution and solvency rules.

4. TRANSFERS

Permitted transfers and required adherence by a new holder: [DETAILS]. Rights of first refusal, notice periods and pricing: [TERMS]. Tag-along and drag-along rights, if chosen, including thresholds and equal-treatment protections: [COMPLETE TERMS OR NONE].

5. EXIT AND DISPUTES

Death, incapacity, departure or material breach triggers: [DETAILS]. Valuation method, valuer appointment, disputed value process and payment schedule: [TERMS]. Deadlock escalation and eventual exit mechanism: [PROCESS]. Confidentiality survives for [PERIOD], subject to protected disclosures.

6. NOTICES AND CHANGES

Notices must be sent to the addresses above by [AGREED DELIVERY METHOD] and take effect on [AGREED RECEIPT RULE]. Each party must promptly notify the other of changed contact details. Changes to this agreement must be recorded in writing and accepted by all affected parties.

7. LAW AND DISPUTES

Governing law: [AGREED LAW]. Courts or other agreed dispute process: [FORUM AND PROCESS]. The parties will first try to resolve a dispute through their named contacts for [NUMBER] days, without preventing urgent relief or missing a legal deadline. Nothing in this agreement removes rights or requirements that cannot lawfully be excluded.

8. COMPLETE AGREEMENT

This document and its completed schedules record the agreement on this subject. If a term cannot be enforced, the remaining terms continue to the extent permitted. Each signatory confirms authority to sign for the named party. Counterparts and electronic signatures may be used where permitted; any additional signing formalities must still be completed.

SIGNATURES

Shareholder A: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]

Shareholder B: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]

Company: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]