

Private Limited Company Shareholder Agreement

This Shareholder Agreement (the "Agreement") is made and entered into as of by and among:

1. , a Private Limited Company incorporated under the laws of and having its registered office at (the "Company");
2. The persons listed in **Schedule A** (the "Shareholders").

1. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings given below:

- "Articles" means the Articles of Association of the Company as amended from time to time.
- "Shares" means the ordinary shares in the capital of the Company.
- Other definitions as agreed among the parties.

2. Purpose

The purpose of this Agreement is to regulate the respective rights and obligations of the Shareholders in relation to the Company and each other.

3. Share Capital and Ownership

- The authorized and issued share capital of the Company is set out in Schedule A.
- Each Shareholder is the holder of the number and class of Shares set opposite his/her/its name in Schedule A.

4. Board of Directors

- The Board of Directors of the Company shall consist of members as provided in the Articles of Association.
- Each Shareholder may nominate one or more directors as set forth in the Articles.

5. Transfer of Shares

- No Shareholder shall transfer, assign or otherwise dispose of any Shares except in accordance with the terms of this Agreement.
- The right of pre-emption and other transfer restrictions shall apply as set out in this Agreement and the Articles.

6. Dividends

The declaration and payment of dividends shall be at the discretion of the Board, subject to the Companies Act and the Articles.

7. Confidentiality

Each Shareholder undertakes to keep confidential all information concerning the business and affairs of the Company.

8. Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the parties shall endeavor to resolve the same amicably. Failing such resolution, the dispute shall be referred to for final resolution.

9. Term and Termination

This Agreement shall continue in force until terminated in accordance with its terms or by unanimous written consent of the Shareholders.

10. Miscellaneous

- This Agreement shall be governed by and construed in accordance with the laws of .
- Any amendments or modifications to this Agreement shall be in writing and signed by all parties.

Schedule A: Shareholders and Shareholdings

Name of Shareholder	Address	Class of Shares	Number of Shares
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For and on behalf of the Company
Date:

Shareholder
Date: