

Shareholder Agreement

This Shareholder Agreement ("Agreement") is made and entered into as of

by and among:

- Company Name:
- Registered Address:

Recitals

WHEREAS, the Company has authorized share capital as set forth below and the parties wish to regulate their respective rights as shareholders of the Company;

1. Definitions

"Shares" means the ordinary shares of the Company.

"Board" means the board of directors of the Company.

2. Share Capital Structure

Shareholder	Number of Shares	% Ownership

3. Management of the Company

1. The Board shall consist of the following persons:
2. All material business decisions shall be approved by:

4. Share Transfers

1. No Shareholder may transfer, sell, assign, or pledge shares except as provided below.
2. Right of First Refusal: If a Shareholder wishes to transfer shares, they must first offer such shares to the Company and then to the other existing Shareholders on the same terms.
3. Tag-Along Rights: If a Shareholder proposes to sell shares to a third party, the other shareholders shall have the right to sell a proportional number of their shares on the same terms.
4. Drag-Along Rights: If a majority of shareholders agree to sell their shares, minority shareholders may be required to sell their shares on the same terms.

5. Confidentiality & Non-Compete

1. All Shareholders agree to maintain confidentiality about the Company's business and trade secrets.
2. No Shareholder shall compete with the Company for a period of

6. Term & Termination

1. This Agreement remains in effect until terminated by mutual written agreement or as otherwise provided herein.

7. Miscellaneous

1. This Agreement shall be governed by the laws of
2. Any amendments must be in writing and signed by all Shareholders.
3. If any provision is held to be invalid, the remainder shall continue in effect.

8. Signatures

Shareholder Name:

Signature:

Date:

Shareholder Name:

Signature:

Date: