

SHAREHOLDERS AGREEMENT

Company Name: _____

Principal Place of Business: _____

PARTIES:

This agreement is between the following shareholders:

Shareholder Name	Address	Number of Shares	Percentage Ownership

RECITALS:

WHEREAS, the Company is duly incorporated under the laws of the State of _____; AND WHEREAS, the Shareholders are the legal and beneficial owners of the shares set forth herein; NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth herein. Definitions applicable to the Agreement and any schedules are integral to interpretation.

2. SHARE CAPITAL

The Shareholders acknowledge the current share capital structure of the Company as set forth above. Any future issuance, transfer, or redemption of shares shall comply with this Agreement.

3. BOARD OF DIRECTORS

The Company shall be governed by a Board of Directors. Shareholders shall have rights to nominate and elect directors proportionate to their share ownership, subject to applicable law.

4. MANAGEMENT AND OPERATION

Day-to-day management of the Company shall be conducted by the appointed officers under the oversight of the Board, in accordance with the Company's bylaws and applicable law.

5. TRANSFER OF SHARES

No Shareholder shall transfer or assign shares without first offering them to the other Shareholders on a pro-rata basis. Transfers shall be subject to right of first refusal and other restrictions as set forth herein.

6. VOTING AGREEMENTS

Shareholders agree to vote their shares in favor of resolutions necessary to carry out the intent of this Agreement and to vote consistently with the terms contained herein.

7. DIVIDENDS

Dividends, if declared, shall be distributed among Shareholders in proportion to their shareholdings after payment of all Company obligations.

8. CONFIDENTIALITY

Each Shareholder agrees to maintain confidentiality of Company information and any non-public materials received in connection with this Agreement.

9. NON-COMPETE

Shareholders agree not to engage in any business directly competing with the Company during the term of their ownership and for a reasonable period thereafter.

10. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall be resolved first by good faith negotiation, then mediation, and if unresolved, by binding arbitration in accordance with the rules of the American Arbitration Association.

11. TERM AND TERMINATION

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

12. AMENDMENTS

This Agreement may only be amended by a written instrument signed by Shareholders holding at least _____ percent of the Shares.

13. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered personally, sent by nationally recognized overnight courier, or sent by certified mail, return receipt requested, to the addresses set forth herein or as updated in writing.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles.

15. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the Shareholders with respect to the subject matter hereof and supersedes all prior agreements and understandings.

17. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

18. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

19. REPRESENTATIONS AND WARRANTIES

Each Shareholder represents and warrants that they have full power and authority to enter into this Agreement and that this Agreement is a valid and binding obligation enforceable in accordance with its terms.

20. WAIVER

No waiver of any provision of this Agreement shall be deemed a waiver of any other provision or of any subsequent breach.

SHAREHOLDER 1 SIGNATURE SHAREHOLDER 2 SIGNATURE SHAREHOLDER 3 SIGNATURE

Signature: _____ Signature: _____ Signature: _____

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