

AU-CPsha02

Shareholders' agreement: single majority owner retains control

Agreement between shareholders for the regulation of

[Company name]

Dated: [date]

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This agreement is dated: [date]

The Company is: [company name] ("the Company")

The Company's registered office is: [company r/o]

The Shareholders are:

[name] of [address]

[name] of [address]

The background to this agreement is:

Option 1: use this
.....

1. [ABC]
.....

2. The Company is a proprietary limited company, ACN [1234567], incorporated in Australia on [date]

3. Before completion of this agreement:

3.1 the Company has a share capital of \$ [1000] made up as to [1000] ordinary shares of \$ 1 each.

3.2 all issued

3.3 the shareholdings

4. The parties have agreed

Option 2: use this
.....

5. The shareholders
.....

6. The Company, ACN [1234567], incorporated in Australia on [date]

7. Before completion of this agreement:

7.1 the of \$ [1000] made up as to [1000] of \$ 1 each.

or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, ■■■■, ■■■■■■■■■■, ■■■■, ■■■■, ■■■■, ■■■■■■■■■■, ■■■■, ■■■■■■■■■■.

"PR" means the personal representatives or other person in control of the affairs of a shareholder as ■■■■■■■■■■, ■■■■■■■■■■.

"Sale Notice" means a notice given by a shareholder to the Company, ■■■■■■■■■■, ■■■■.

"Sale Price" means the price specified in a Sale Notice.

"Sale Shares" means the shares which a shareholder wishes to transfer by gift or ■■■■, ■■■■■■■■■■, ■■■■■■■■■■.

"Transfer Date" means the date when a shareholder transfers the last of ■■■■■■■■■■.

"Transfer Event" means any one of:
the death of a shareholder; or
the registration of power of attorney in respect of the medical treatment ■■■■■■■■■■, ■■■■
the certification of a shareholder as a patient .

"Transfer Shares" means shares which are owned by a shareholder whose affairs ■■■■■■■■■■, ■■■■■■■■■■.

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. a reference to a person includes a human individual, a corporate entity and any organisation ■■■■■■■■■■, ■■■■■■■■■■.

.....
:

22.1.1 [The remaining shareholders].

22.1.2 The price
.....;

22.1.3 As between the remaining shareholders, each shall be
.....,
.....;

22.1.4 If any remaining shareholder does not wish to buy his
proportionate number of shares,
.....,
......

23. Restrictions on shareholder after transfer

Each shareholder agrees that:

23.1. after the Transfer Date to continue to acknowledge the ownership
.....
.....;

23.2. [.....]
....., , ,
.....
.....
.....

23.3.
.....
..... [.....] ;

23.4. [.....]
....., , ,
.....
..... ;

27. Conflict with the Constitution

.....
.....,

27.1. ;

27.2.
.....

28. Breach of this agreement

28.1.
.....
..... (.....) [30]
..... [75 %]
..... ,
.....
.....

28.2.
.....
.....

29. Dispute Resolution

.....
.....
.....

30. Severance and invalidity

30.1.
..... ,
..... ,
.....
.....
.....

30.2. ,
..... ,

Schedule 1 – Intellectual Property owned by shareholder

[Provide the list of any intellectual property owned by shareholder being used by the company]

Schedule 2 - ownership of assets used by the Company

Yours faithfully,

