

AU-CPsha05

Shareholders' agreement: company business is joint venture

Agreement between shareholders for the regulation of

[Company name]

Dated: [date]

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[illegible]

- [illegible]

3. Relationship of parties

- [illegible]

6. Company's use of money

[illegible]

7. Appointment and removal of Directors

- 7.1 The maximum number of directors shall [] .
- 7.2 Each shareholder shall appoint [two / equal] .
- 7.3 A shareholder may remove or replace any number of directors nominated by it by requiring that the Company shall call a general meeting. :
7.3.1 provide sufficient representation to constitute a quorum, and
7.3.2 subject to there being a quorum, abstain from voting or .
- 7.4 The party removing a Director shall indemnify the Company against any claim .
- 7.5 All of the shareholders shall agree to change the Constitution of the Company so as .

8. Duties of Directors

- [illegible]

9. Company's obligations

The shareholders shall take whatever steps are necessary to compel the Company to comply with its legal

The Company undertakes with the each ■■■■■■■■■■■■■■■■■■■■:

- [illegible]

10. Financial information for shareholders

The Company will:

- 10.1 keep proper, complete and accurate books of ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■];
- 10.2 within [60] days after the end of each financial year, provide to each shareholder the annual audited consolidated financial statements of the Company for the immediately preceding financial year and the previous

[illegible][illegible]

12.1 The following matters require the consent of $\frac{75}{100}$ of the members of the company:

12.1.1 to change the name of the company;

12.1.2 to adopt a constitution;

12.1.3 to pass any resolution for voluntarily winding-up the company;

12.1.4 in any way to change the quantity, structure, value, or the nature of the business of the company;

- [illegible]

13. Deadlock

- 13.2.1 the shareholder who has objection will issue a _____ (“ _____ ”) _____

_____;
- 13.2.2 the shareholders agree that after issuing of Deadlock _____

_____ [_____ /
_____].

16. Existing Intellectual Property

If a shareholder (the "IP shareholder") owns _____ ("_____"),
_____, _____,
_____, _____.

[illegible][illegible]

16.3 The IP shareholder may terminate [REDACTED]
[REDACTED] [3] [REDACTED].

[illegible]

16.5 In the circumstances of ,
 :

[illegible][illegible]

16.5.3 nothing in this agreement shall prevent a

19.3.3 as may be
.....

20. Transfer of shares

Option 1:
.....

20.1 No party shall assign, mortgage, charge, ,
.....
.....

20.2 A shareholder may dispose of all or any of its shares,
.....
.....
.....

Option 2: use this
..... -

20.3 If a shareholder wishes to dispose of all or any of its share [.....
..... /],
..... ,
.....
..... :

20.4 The selling shareholder (the “ ”)
..... ;

20.5 The Sale Notice must specify:

20.5.1 the number and classes of (.....
.....
.....);

20.5.2 the Sale Price per share, being the price at which the
..... (.....
..... ,
.....)

20.5.3 whether any third party has indicated a willingness to buy the 3
.....
.....
..... ;

23.2

[illegible]

24.1 Upon termination of this agreement the Company will:

24.1.2 pay all creditors;

[illegible]

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

26. Conflict with the Constitution

[illegible][illegible][illegible]

27. Dispute Resolution

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

28. Severance and invalidity

[illegible]

28.2 ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■,
 ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■
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 ■■■■■■■■■■■■■■■■■■■■■■.

29. Miscellaneous matters

[illegible][illegible]

Signed by [full name], duly authorised on behalf of [DEF], a shareholder:

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

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- Yours faithfully,

Explanatory notes:

Shareholders' agreement: company business is joint venture

General notes

- [illegible]

Paragraph specific notes

Notes following the numbered paragraphs

6. Definitions

[illegible][illegible][illegible]

The price per share is usually the nominal value. If the shares are \$1 shares, then the price per share should be \$1. However, there is nothing to prevent an issuance at any price. If one party has contributed an existing business to the deal, it could be that others may have to contribute many

[illegible]

[illegible]

We have provided in detail for a right of pre-emption in ■■■■■■■■■■■■
 ■■■■■■■■■■■■ . ■■■■■■■■■■■■ ■■■■■■■■■■■■
 ■■■■■■■■■■■■ ■■■■■■■■■■■■ . ■■■■■■■■■■■■
 ■■■■■■■■■■■■ - ■■■■■■■■■■■■ ■■■■■■■■■■■■
 ■■■■■■■■■■■■ .

[illegible]

Keep this and the

.....
.....

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.....21.3.....

 ,

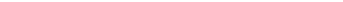
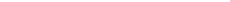

27. Restrictions on shareholder after transfer

[illegible]

28. Termination

Because you are engaged in a one-off venture, we assume that it is important to specify a termination date and provisions

[illegible]

You may choose to deal with this  . 
 ,
.

29. Procedure after termination

These provisions simply

30. Publicity

We have no comment.

31. Conflict with the Constitution

[illegible]

32. Dispute resolution

There are many ways to settle a dispute. But an action in court is the least desirable because it takes a long

33. Severance and invalidity

This is

34. Miscellaneous matters

[illegible]

Letter to accountant - valuers

[illegible]

35. The valuation method

[illegible]

- [illegible]

End of notes