

Shareholders' agreement: joint venture through Corporation

Shareholders' agreement for joint venture to be undertaken by

[Corporation name]

Contents

1. Definitions
2. Interpretation
3. Documents relied on
4. Shareholders' details
5. Completion
6. Appointment and removal of Directors
7. Duties of Directors
8. Corporation's obligations
9. Shareholders' obligations
10. Actions requiring shareholders' consent
11. Dividend policy and procedure
12. Tax matters
13. Use of Intellectual Property
14. Assets introduced by a shareholder
15. Confidentiality
16. Transfer of shares
17. Share sale by single shareholder
18. Procedure after transfer
19. Restrictions on shareholder after transfer
20. Termination proposals (1)
21. Termination proposals (2)
22. Termination proposals (3)
23. Termination proposals (4)
24. Involuntary termination
25. "Tag-along" right
26. "Drag along" right
27. Publicity
28. Conflict with the Articles
29. Miscellaneous matters

Schedule 1 Ownership of assets used by the Corporation

Schedule 2 Letter of instruction to accountants for valuation

Shareholders' agreement for joint venture [REDACTED]

[Corporation name]

This agreement is dated: [REDACTED]

The Corporation is: [corporation] ([REDACTED])

The Corporation's registered office is: [REDACTED] / [REDACTED]

The Shareholders are:

[ABC] Limited, a corporation incorporated in Canada [under incorporation number [number] and] [REDACTED] [REDACTED].

[DEF] Limited, a corporation incorporated in Canada [under incorporation number [number] and] [REDACTED] [REDACTED].

The corporate shareholders together are the "Venturers"

Freda Fish of 64, Pond Road, Edmonton, [REDACTED] 0A5 (" [REDACTED]")

The background to this agreement is:

- A. The shareholders have come together to form the Corporation with a view [REDACTED].
- B. The Corporation is a private corporation, number [1234567], [REDACTED] [REDACTED].
- C. The parties have agreed to these terms in order to [REDACTED] [REDACTED].

These are the terms of the agreement:

1. Definitions

These definitions apply unless the context [REDACTED] :

Please keep in place the relevant act reference according to [REDACTED] [REDACTED].

For federal law

"Act"	means the Canada Business Corporations Act 1985 or any subsequent additions .
"Or for Ontario users	
"Act"	means the Business Corporations Act 1990 or any subsequent additions , .
"Or for Manitoba users	
"Act"	means the Corporations Act 1987 or any subsequent additions , .
"Or for Alberta users	
"Act"	means the Business Corporations Act 2000 or any subsequent additions , .
"Or for British Columbia users	
"Act"	means the Business Corporations Act 2002 or any subsequent additions , .
"Or for Saskatchewan users	
"Act"	means the Business Corporations Act 1978 or any subsequent additions , .
"Articles"	means the articles of the Corporation.
"Business Plan"	means the attached plan which sets out the purpose, aims .
"Confidential Information"	means all information, including: personal data, as defined in applicable law, owned by any data subject whom a party to this agreement may contact in relation .

A horizontal row of 15 solid black squares of equal size, followed by a small white space and a single black dot.

information which may give a commercially competitive advantage to any other person. ■ ■ ■

A horizontal row of 15 black squares, followed by a small vertical tick mark.

data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

information created or arising from this agreement;

information, comment or implication published on
[REDACTED]

"Director"

means a director of the Corporation.

"Intellectual Property"

means intellectual property of every sort, whether or

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

"Venture"

2. Interpretation

In this agreement unless the context otherwise requires:

3. Documents relied on

4. Shareholders' details

The shareholders in the Corporation are:

Name of shareholder		\$ 1
ABC	600	
DEF	350	
GHI	50	

5. Completion

- 5.1. The parties agree to give effect to this agreement immediately and in particular to conduct such business ██████████
██████████ [█] ██████████
██████████ .
- 5.2. The Corporation shall not be obliged to issue shares to a ██████████
██████████ ██████████
██████████ .

6. Appointment and removal of Directors

- 6.1. [ABC] and [DEF] shall be entitled ██████████ [█] ██████████
██████████ [█] ██████████
██████████ .
- 6.2. Each Venturer may remove or replace any number of directors nominated by ██████████
██████████ ██████████
██████████ ██████████
██████████ :
██████████
- 6.3. provide sufficient representation to constitute a quorum, and
- 6.4. subject to there being a ██████████ , ██████████ ██████████
██████████ ██████████ .
- 6.5. The party removing a Director shall ██████████
██████████ - ██████████
██████████ .
- 6.6. All of the shareholders shall agree to ██████████
██████████ ██████████
██████████ .

7. Duties of Directors

- 7.1. [Freda] shall be Chief Executive Officer

8. Corporation's obligations

9. Shareholders' obligations

.....,

10. Actions requiring shareholders' consent

- 10.1. The following matters require the consent of ■■■■■ [75] % ■■■■■
■■■■■ :

 - 10.1.1 change the name of the Corporation;
 - 10.1.2 change the Articles of the Corporation;
 - 10.1.3 pass any resolution for ■■■■■ - ■■■■■ .
 - 10.1.4 in any way change the quantity, structure, value, ■■■■■
■■■■■ , ■■■■■
■■■■■
 - 10.1.5 sell, transfer, lease, ■■■■■
■■■■■

10.2. The following matters require the consent of shareholders ■■■■■
■■■■■ [■■■■■] ■■■■■ [■■■■■] ■■■■■
■■■■■ ■■■■■ :

 - 10.3. capitalise, repay or distribute money ■■■■■ ■■■■■ , ■■■■■
■■■■■ .
 - 10.4. change the financial year of the ■■■■■ ■■■■■
■■■■■ ;
 - 10.5. permit the registration (upon ■■■■■ ■■■■■) ■■■■■ ;
 - 10.6. change any contractual arrangement with ■■■■■ ■■■■■ ;
 - 10.7. appoint a new director, ■■■■■ ■■■■■ ;

11. Dividend policy and procedure

12. Tax matters

13. Use of Intellectual Property

- 13.1. The Business Plan provides details of the Venture. The Venture relies on Intellectual [REDACTED] [REDACTED], [REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED].

.....

14. Assets introduced by a shareholder

15. Confidentiality

15.4. This paragraph does not apply to disclosure:

16. Transfer of shares

16.1. No party shall voluntarily assign, mortgage, charge, [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]

17. Share sale by single shareholder

17.1. In this paragraph:

Company	Current Sale (%)	Prior Sale (%)
Apple	~75	~70
Microsoft	~70	~65
Google	~65	~60
Amazon	~60	~55
Facebook	~55	~50
Tesla	~50	~45

A horizontal row of 20 black squares arranged in a single line.

18. Procedure after transfer

[REDACTED],
[REDACTED]
[REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]
[REDACTED]).

19. Restrictions on shareholder after transfer

Each shareholder agrees that:

- 19.1. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];
- 19.2. [REDACTED] [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];
- 19.3. [REDACTED] [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED];
- 19.4. [REDACTED] [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED];
- 19.5. [REDACTED]
[REDACTED].

20. Termination proposals (1)

This agreement shall continue until terminated as follows:

20.1. [REDACTED] [REDACTED]
[REDACTED];

OR

20.2. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

OR

20.3. [REDACTED]
[REDACTED] [REDACTED].

21. Termination proposals (2)

21.1. [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].
[REDACTED], [REDACTED]
[REDACTED].

21.2. [REDACTED] 01 [REDACTED] 2026, [REDACTED], [REDACTED]
[REDACTED]:

21.3. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

21.4. [REDACTED] “ [REDACTED]
[REDACTED].

21.5. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] / [REDACTED] / [REDACTED]
[REDACTED]
[REDACTED] / [REDACTED] . . .] [REDACTED]
[REDACTED].

21.6. [REDACTED]
[REDACTED], [REDACTED]

22. Termination proposals (3)

- 22.1. [REDACTED] [REDACTED], [REDACTED]
[REDACTED].
- 22.2. [REDACTED], [REDACTED] [REDACTED] [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED] (“[REDACTED]”) [REDACTED]
[REDACTED], [REDACTED]
[REDACTED] “[REDACTED]”.
- 22.3. [REDACTED]
[REDACTED]
[REDACTED].
- 22.4. [REDACTED], [REDACTED]
[REDACTED], [REDACTED] [REDACTED] [REDACTED].
- 22.5. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].
- 22.6. After the expiry of the 14 day notice:
- 22.6.1 [REDACTED]
[REDACTED]
[REDACTED].
- 22.6.2 [REDACTED]
[REDACTED]
[REDACTED].
- 22.6.3 [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].
- 22.6.4 [REDACTED] 11 [REDACTED]
[REDACTED]
[REDACTED].

22.7. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] “[REDACTED]”.

23. Termination proposals (4)

[REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]:

23.1. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED].

23.2. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
[REDACTED].

23.3. [REDACTED]
[REDACTED].

23.4. [REDACTED]
[REDACTED]

23.5. [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED].

24. Involuntary termination

In the event that a Venturer (“Defaulter”):

The following provisions shall apply:

25. “Tag-along” right

- 25.1. [51] % (" " ") (" "), (" ") .
- 25.2. (" " - " ") , , , [/].
- 25.3. 30 , , , .
- 25.4. .
- 25.5. - , .
- 25.6. .
- 25.7. - , , , , .

26. “Drag along” right

```
26.2.1  ████ ██████████ , ████  
██████████ , ████  
████████ - ████  
████████ ( ████  
████████  
████████ );
```

26.2.2 vote his shares in favour of that transaction;

26.2.3 ();

27. Publicity

A decorative horizontal border at the bottom of the page, featuring three rows of small black squares arranged in a grid pattern.

28. Conflict with the Articles

29. Miscellaneous matters

It shall be deemed to have been delivered:

72 ;
- : 24
. [,
,
].

29.12. [REDACTED]
[REDACTED]
[REDACTED].

29.13. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

29.14. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED], [REDACTED] [■
■■■■■] [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED] [■■■■■ / ■■■■■] [REDACTED]
[REDACTED].

29.15. [REDACTED], [REDACTED]
[REDACTED] [■■■■■]
[■■■■■].

Signed by [full name], duly authorised on behalf of the Corporation

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

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

Signed by [Freda], for herself as shareholder

Schedule 1: ownership of assets used by the Corporation

Schedule 2: Letter of instruction to accountants for valuation

[On the letterhead of the corporation]

To: Bloggs accountants

Dear Sirs

Shares valuation - this corporation

.....%

To assist you we now enclose:

- [REDACTED]
[REDACTED], [REDACTED];
 - [REDACTED]
[REDACTED];
 - details of the current and forward order book;
 - budget for the next [two] years;

.....

OR

Please make your valuation on the following assumptions:

3. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
%].
4. [REDACTED]
[REDACTED] / [REDACTED], [REDACTED]
5. [REDACTED]
[REDACTED], [REDACTED] / [REDACTED]
[REDACTED].
6. [REDACTED], [REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]).
7. [REDACTED]
[REDACTED].
8. [REDACTED]
[REDACTED].
9. [REDACTED]
[REDACTED].
10. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
11. [REDACTED]
[REDACTED]
[REDACTED].

Yours faithfully,

Explanatory notes:

Shareholders' agreement: joint venture through corporation

General notes

Paragraph specific notes

Notes following the numbered paragraphs

1. Definitions

2. Interpretation

3. Documents relied on

4. Shareholders' details

5. Completion

6. Appointment and removal of Directors

Remember that the actual appointment or removal must take place within the framework of the Act.. If you want to sack a director, remember that you must also handle his

7. Duties of Directors

8. Corporation's obligations

Edit freely.

9. Shareholders' obligations

Delete or edit as you require.

10. Actions requiring shareholders' consent

11. Dividend policy and procedure

12. Tax matters

13. Use of Intellectual Property

14. Assets introduced by a shareholder

Delete if not required

15. Confidentiality

16. Transfer of shares

Delete this paragraph if not relevant.

17. Share sale by single shareholder

We have provided in detail for a right of pre-emption in the event that a shareholder wishes to sell. This is a procedure whereby the existing shareholders have the first opportunity to buy the seller's shares. ■ ■ ■

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

Delete this paragraph if not relevant.

18. Procedure after transfer

.....,

Delete this paragraph if not relevant.

19. Restrictions on shareholder after transfer

This paragraph is of most use to a corporation with human shareholders. However, it may also be applicable to a situation where corporate partners break up.

20. Termination proposals (1)

Please therefore treat these four ■

This first proposal is for

21. Termination proposals (2)

This second

If the JV has been formed to pool complementary resources and create an

If your JV project is for a particular physical

22. Termination proposals (3)

This third option deals with a situation where conflict arises and there is disagreement as

If you include this provision, and conflict does arise

—
—

23. Termination proposals (4)

Our last option is a friendly agreement to dispose of the assets. This may well be the most effective way to resolve the dispute. It can be done through arbitration or mediation, or by direct negotiation between the parties involved. The key is to find a mutually acceptable solution that respects the rights and interests of all parties involved.

24. Involuntary termination

These provisions tie up loose ends if one venturer becomes insolvent. As a matter of fact, the partnership agreement may provide that the surviving partners will have the right to buy back the interest of the insolvent partner at a price determined by the remaining partners.

25. "Tag-along" right

We have suggested 51% as the appropriate trigger for this provision, because



26. "Drag along" right

27. Publicity

We have no comment.

28. Conflict with the Articles

29. Miscellaneous matters

A number of special points. We have identified each of these as important to



Letter to accountant - valuers

End of notes