Shareholders' Agreement

Governed by the Companies Act 2006 | England and Wales

This Shareholders' Agreement ("Agreement") is made on

Date (DD/MM/YYYY): ______________________

by and among:

PARTIES:

1.

Full Name: ______________________

Address: ______________________

2.

Full Name: ______________________

Address: ______________________

3.

Additional Shareholders (if applicable): ______________________

and

Company Name: ______________________

a company incorporated in England and Wales, with its registered office at:

Registered Address: ______________________

Company Number: ______________________

(the "Company").

BACKGROUND:

The Shareholders wish to enter into this Agreement to set out their respective rights, obligations, and responsibilities in relation to the Company.

1. DEFINITIONS AND INTERPRETATION

Insert key definitions as required:

____

2. BUSINESS OF THE COMPANY

The principal business of the Company shall be:

Description of Business Activities:

____

3. SHARE CAPITAL AND OWNERSHIP

3.1 Shareholding Structure

The shareholding structure as of the date of this Agreement is as follows:

- Shareholder 1: ______________________ Shares: ______________________
- Shareholder 2: ______________________ Shares: ______________________
- Additional Shareholders (if any): ______________________ Shares: ______________________

3.2

Any issuance or transfer of shares shall be subject to the provisions of this Agreement.

4. TRANSFER OF SHARES

4.1 Pre-emption Rights

No Shareholder may transfer their shares without first offering them to the other Shareholders in proportion to their existing holdings.

4.2 Transfer Process

Describe the transfer process in detail:

____

5. MANAGEMENT AND DECISION-MAKING

5.1 Board of Directors

The Company shall be managed by a Board of Directors comprising:

Number of Directors: ______________________

5.2 Matters Requiring Unanimous Consent

List all matters requiring unanimous shareholder consent:

____

6. DIVIDEND POLICY

Dividends shall be declared and paid in accordance with the proportion of shares held by each Shareholder unless otherwise agreed in writing by all Shareholders.

7. CONFIDENTIALITY

Each Shareholder agrees to keep all Company information confidential and not to disclose it to any third party without the prior written consent of the Board, except as required by law or any regulatory authority.

8. DISPUTE RESOLUTION

In the event of a dispute arising out of or in connection with this Agreement, the Shareholders shall first attempt to resolve the issue through good-faith negotiation. If unresolved within 30 days, the dispute shall be referred to mediation. If mediation fails, the dispute shall be referred to arbitration under the rules of:

Arbitration Body: ____

9. TERMINATION

This Agreement shall terminate upon the occurrence of any of the following events:

Termination Events:

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with this Agreement that is not resolved by arbitration shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which all parties hereby irrevocably submit.

SIGNATURES:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed by the Shareholders:

Shareholder 1:

Signature: ____________________

Printed Name: ____________________

Date (DD/MM/YYYY): ____________________

Shareholder 2:

Signature: ____________________

Printed Name: ____________________

Date (DD/MM/YYYY): ____________________

Additional Shareholders (if applicable):

Signature: ____________________

Printed Name: ____________________

Date (DD/MM/YYYY): ____________________

Signed on behalf of the Company:

Authorised Signatory:

Signature: ____________________

Printed Name: ____________________

Position: ____________________

Date (DD/MM/YYYY): ____________________