

# SHAREHOLDERS' AGREEMENT

This Shareholders' Agreement ("Agreement") is made on \_\_\_\_\_ [Date] by and among:

## PARTIES:

1. \_\_\_\_\_ [Full Name of Shareholder 1], of \_\_\_\_\_ [Address of Shareholder 1];
2. \_\_\_\_\_ [Full Name of Shareholder 2], of \_\_\_\_\_ [Address of Shareholder 2];
3. \_\_\_\_\_ [Additional Shareholders, if applicable];

and

\_\_\_\_\_ [Company Name], a company incorporated in \_\_\_\_\_  
[England/Wales/Scotland/Northern Ireland], with its registered office at \_\_\_\_\_  
[Registered Address] and company number \_\_\_\_\_ [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

\_\_\_\_\_ [Include key definitions as required]

## 2. BUSINESS OF THE COMPANY

The principal business of the Company shall be \_\_\_\_\_ [Describe Business Activities].

## 3. SHARE CAPITAL AND OWNERSHIP

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

- \_\_\_\_\_ [Shareholder 1 Name]: \_\_\_\_\_ [Number of Shares] shares
- \_\_\_\_\_ [Shareholder 2 Name]: \_\_\_\_\_ [Number of Shares] shares
- \_\_\_\_\_ [Additional Shareholders, if any]: \_\_\_\_\_ [Number of Shares] shares

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

## 4. TRANSFER OF SHARES

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

4.2 The transfer process shall be as follows: \_\_\_\_\_ [Describe Process].

## **5. MANAGEMENT AND DECISION-MAKING**

5.1 The Company shall be managed by a Board of Directors comprising \_\_\_\_\_ [Number] directors.

5.2 Matters requiring unanimous consent include: \_\_\_\_\_ [List Key Matters].

## **6. DIVIDEND POLICY**

Dividends shall be declared and paid in accordance with the proportion of shares held unless otherwise agreed.

## **7. CONFIDENTIALITY**

Each Shareholder agrees to keep all Company information confidential, except as required by law or agreed by the Board.

## **8. DISPUTE RESOLUTION**

In the event of a dispute, the Shareholders shall first attempt to resolve the issue through mediation. If unresolved, the dispute shall be referred to arbitration under the rules of \_\_\_\_\_ [Specify Arbitration Body].

## **9. TERMINATION**

This Agreement shall terminate upon the occurrence of any of the following: \_\_\_\_\_ [List Termination Events].

## **10. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of \_\_\_\_\_ [England/Wales/Scotland/Northern Ireland], and any disputes shall be subject to the exclusive jurisdiction of the courts of \_\_\_\_\_ [Specify Jurisdiction].

### **SIGNATURES:**

Signed by the Shareholders:

Signature: \_\_\_\_\_ [Shareholder 1 Signature]

Printed Name: \_\_\_\_\_ [Shareholder 1 Name]

Date: \_\_\_\_\_ [Date]

Signature: \_\_\_\_\_ [Shareholder 2 Signature]  
Printed Name: \_\_\_\_\_ [Shareholder 2 Name]  
Date: \_\_\_\_\_ [Date]

Signature: \_\_\_\_\_ [Additional Shareholders, if any]  
Printed Name: \_\_\_\_\_ [Additional Shareholders Names]  
Date: \_\_\_\_\_ [Date]

Signed on behalf of the Company:

Signature: \_\_\_\_\_ [Director's Signature]  
Printed Name: \_\_\_\_\_ [Director's Name]  
Position: \_\_\_\_\_ [Director's Position]  
Date: \_\_\_\_\_ [Date]

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