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+ wilmoth lawyers

## Shareholders Agreement

ACN

and

The parties listed in Schedule 1.

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**THIS Agreement** is made on \_\_\_\_\_

**Parties**

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ACN of **(Company)**

Each person who is named as a Shareholder in Schedule 1 and who has signed this Agreement or who has signed a New Shareholder Deed set out in Schedule 3 (each a **Shareholder**)

**Background**

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- A. The Company has been formed to carry on the Business.
- B. The Shareholders are the owners of the issued capital in the Company.
- C. The parties have entered into this Agreement to record their objectives in relation to the Company and to set out the commercial terms for the management of the Company and its Business.
- D. The parties have agreed that their rights and obligations in relation to the Company will be governed both by the Constitution and the terms and conditions set out in this Agreement.

**It is agreed** as follows

**1 Definitions and Interpretation**

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1.1 Definitions

The following definitions apply unless the context requires otherwise:

<b>Affiliate</b>	in relation to any entity, any other entity that is a Related Body Corporate of, Controls or is Controlled by the first mentioned entity.
<b>Agreement</b>	this document and all of its clauses, any schedule, amendment or annexure attached to it.
<b>Bad Leaver</b>	any Relevant Person who ceases to be employed or engaged by the Company as a result of his or her: <ul style="list-style-type: none"> <li>(a) any dishonesty, fraud or serious misconduct; or</li> <li>(b) being charged or found guilty by a court of a serious criminal offence;</li> <li>(c) a material breach of this Agreement or his or her employment, contractor, director or consulting agreement.</li> </ul>
<b>Board</b>	the board of Directors as constituted from time to time.
<b>Books</b>	as defined in the Corporations Act.

<b>Business</b>	<ul style="list-style-type: none"> <li>(a) the business carried on by the Company of providing ; and</li> <li>(b) any other business entered into by the Company as resolved by the Board.</li> </ul>
<b>Business Day</b>	a day which is not a Saturday, Sunday or a public holiday in , Australia.
<b>Change of Control</b>	<ul style="list-style-type: none"> <li>(a) a person or entity that Controls an entity ceases to Control that entity; or</li> <li>(b) a person or entity that does not Control an entity comes to Control that entity.</li> </ul>
<b>Chairperson</b>	a chairperson appointed or removed by the Board from time to time under clause 4.9.
<b>Commencement Date</b>	the date of this Agreement.
<b>Confidential Information</b>	<p>information of the Company, the Group, its Shareholders and Directors, which is of a confidential character, including (without limitation):</p> <ul style="list-style-type: none"> <li>(a) information which is specifically designated as confidential;</li> <li>(b) information which by its nature or the circumstances of its disclosure may be reasonably understood to be confidential;</li> <li>(c) information regarding the financial or Business affairs;</li> <li>(d) notes and developments regarding confidential information;</li> <li>(e) the terms and conditions of this Agreement; or</li> <li>(f) any discussion, negotiation or agreement between the parties.</li> </ul>
<b>Constitution</b>	the constitution of the Company as in effect from time to time.
<b>Control</b>	<p>in relation to a corporation by a person, that:</p> <ul style="list-style-type: none"> <li>(a) the composition of a majority of the board of directors of that corporation is determined by that person;</li> <li>(b) the board of directors of that corporation is accustomed to acting in accordance with the instructions, directions or wishes of that person;</li> <li>(c) the majority of the issued shares of that corporation are held or owned by that person (either alone or together with its Related Bodies Corporate); or</li> </ul>