

Minority Shareholder Protection Agreement

This Minority Shareholder Protection Agreement (the "Agreement") is entered into as of [Date], by and among [Company Name], a [State/Jurisdiction] corporation (the "Company"), and the Minority Shareholders listed in **Schedule A** attached hereto (the "Minority Shareholders").

1. Purpose

The purpose of this Agreement is to provide minority shareholders with certain rights and protections with respect to their shares of the Company.

2. Definitions

- "**Shares**" means shares of common stock or other equity interests of the Company held by Minority Shareholders.
- "**Majority Shareholders**" means shareholders owning more than 50% of the voting shares of the Company.

3. Information Rights

The Company shall provide Minority Shareholders with:

1. Annual and quarterly financial statements.
2. Reasonable access to books and records of the Company upon written request.

4. Tag-Along Rights

In the event the Majority Shareholders propose to transfer their shares representing more than [specified %] of the Company, the Minority Shareholders shall have the right to participate in such sale on the same terms and conditions ("Tag-Along Right").

5. Preemptive Rights

If the Company proposes to issue new shares, each Minority Shareholder shall have the right to purchase its pro rata share of such new shares to maintain their percentage ownership.

6. Dividend Protection

Any dividends declared by the Company shall be distributed to all shareholders, including Minority Shareholders, on a pro rata basis.

7. Amendments

This Agreement may only be amended with the written consent of the Company and at least [specified %] of the Minority Shareholders.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Jurisdiction].

9. Miscellaneous

- This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof.
- If any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Authorized Signatory
Company

Minority Shareholder

Schedule A: Minority Shareholders

- [Shareholder Name 1] - [Number of Shares]
- [Shareholder Name 2] - [Number of Shares]