

Minority Shareholder Protection Agreement

This Minority Shareholder Protection Agreement ("Agreement") is made and entered into as of [Date] by and among the following parties:

- [Company Name], a [Jurisdiction] corporation (the "Company")
- [Majority Shareholder Name(s)] ("Majority Shareholder")
- [Minority Shareholder Name(s)] ("Minority Shareholder")

1. Purpose

The purpose of this Agreement is to set forth certain rights and protections for the Minority Shareholder(s) with respect to their ownership in the Company.

2. Definitions

Minority Shareholders: Shareholders holding less than 50% of the shares of the Company.

Majority Shareholders: Shareholders holding more than 50% of the shares of the Company.

3. Minority Protection Rights

- Minority Shareholders shall have the right to receive timely and accurate financial and management information.
- No material changes to the Articles of Association/bylaws shall be made without the approval of at least [X]% of Minority Shareholders.
- Key decisions, including but not limited to mergers, dissolution, or major asset sales, shall require the affirmative vote of Minority Shareholders holding at least [X]% of the outstanding minority shares.
- Any issuance of new shares must be offered to Minority Shareholders on a pro-rata basis.

4. Tag-Along Rights

In the event that the Majority Shareholder proposes to sell their shares, the Minority Shareholder(s) shall have the right to participate in such sale on a proportional basis ("Tag-Along Right").

5. Information Rights

The Company shall provide the Minority Shareholder(s) with quarterly and annual financial statements, as well as access to records and information as reasonably requested.

6. Dispute Resolution

Any dispute arising under this Agreement shall be resolved through [arbitration/mediation] in accordance with the rules of [Arbitration Institution/Jurisdiction].

7. Miscellaneous

- This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].
- Any amendments or modifications to this Agreement must be made in writing and signed by all parties.

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

[Company Name]

[Majority Shareholder]

[Minority Shareholder]

By: _____

Title: _____

By: _____

By: _____