

# Shareholders Agreement Template

## for Startup Corporate Governance

This Shareholders Agreement (â€œAgreementâ€) is made and entered into as of [Date], by and among the following parties:

- [Full Legal Name], residing at [Address]
- [Full Legal Name], residing at [Address]
- [Startup Company Name], a corporation incorporated under the laws of [Jurisdiction], with a registered office at [Address]

### 1. Definitions

In this Agreement, the following terms shall have the following meanings:

1. **Shares**: The ordinary shares in the capital of the Company.
2. **Board**: The Board of Directors of the Company.
3. **Company**: [Startup Company Name].

### 2. Share Capital and Shareholders

1. The authorized and issued share capital of the Company is set forth in **Schedule A** attached hereto.
2. The Shareholders agree not to transfer any Shares except as provided in this Agreement.

### 3. Board of Directors

1. The Board shall consist of [Number] directors. Each [Major Shareholder/Group] shall have the right to appoint one director.
2. Meetings of the Board shall be held at least [Number] times per year.

### 4. Decision-Making

1. Major decisions (including mergers, acquisitions, issuance of new shares, changes to rights attaching to shares, and sale of material assets) require approval by at least [Percentage]% of the Shareholders.

### 5. Transfer of Shares

1. No Shareholder shall sell, assign, pledge or otherwise transfer any Shares except in accordance with the terms of this Agreement.
2. Any transfer of Shares shall be subject to rights of first refusal as set out herein.

### 6. Confidentiality

1. All parties agree to keep confidential all trade secrets and proprietary information belonging to the Company.

### 7. Non-Compete and Non-Solicitation

1. Shareholders agree not to directly compete with the Company or solicit its employees for a period of

[Number] years following the termination of this Agreement.

## 8. Term and Termination

1. This Agreement shall remain in force until terminated by written agreement of all Shareholders or upon dissolution of the Company.

## 9. Miscellaneous

1. Any notice under this Agreement shall be in writing and delivered to the addresses set forth above.
2. This Agreement shall be governed by the laws of [Jurisdiction].

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

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[Shareholder 1 Name]

[Shareholder 2 Name]

For [Startup Company Name]

### Schedule A - Share Capital

- [Shareholder 1]: [Number] Shares ([Percentage]%)
- [Shareholder 2]: [Number] Shares ([Percentage]%)