SHAREHOLDERS AGREEMENT

Location: ______________________________ Date: ______________________________

PARTIES:

This Agreement is made between the following parties who agree as shareholders of the Company:

Company Name: ______________________________

Company Registered Address: ______________________________

Shareholders Information:

Full Names and Addresses: ______________________________

Number of Shares Held: ______________________________

DEFINITIONS AND INTERPRETATION:

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings: “Articles” means the articles of association of the Company as amended from time to time. “Board” means the board of directors of the Company. “Shares” means the ordinary shares in the capital of the Company. “Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1. BUSINESS OF THE COMPANY

1.1 The Company shall carry on the business as agreed by the Shareholders and shall do all such other things as are incidental or conducive to the attainment of the objects of the Company.1.2 The Business shall be conducted in accordance with the provisions of this Agreement and the Articles.

2. SHARE CAPITAL AND SHAREHOLDINGS

2.1 The Shareholders shall subscribe for and hold the Shares in the proportions set out in this Agreement.2.2 The Shareholders agree that no Shares shall be issued, transferred or otherwise dealt with except in accordance with the terms of this Agreement.2.3 The Company shall maintain a register of members and share certificates.

3. MANAGEMENT AND BOARD OF DIRECTORS

3.1 The business and affairs of the Company shall be managed by the Board.3.2 The Shareholders shall have the right to appoint and remove directors in accordance with their shareholding.3.3 The Board shall meet at intervals not exceeding three months and shall keep minutes of all meetings.

4. DIVIDENDS

4.1 The Company may declare dividends out of profits available for distribution in accordance with the Companies Act 2006.4.2 Dividends shall be paid to Shareholders in proportion to their respective shareholdings unless otherwise agreed.

5. TRANSFER OF SHARES

5.1 No Shareholder shall transfer or dispose of any Shares except in accordance with the terms of this Agreement.5.2 Right of first refusal shall apply: any Shareholder intending to transfer Shares shall first offer them to the other Shareholders on the same terms.5.3 Any purported transfer in violation of this Agreement shall be null and void.

6. RESTRICTIONS ON SHAREHOLDERS

6.1 Shareholders shall not compete with the Company or solicit customers or employees in breach of their fiduciary duties.6.2 Confidential information of the Company shall be kept strictly confidential by the Shareholders.

7. DISPUTE RESOLUTION

7.1 In the event of any dispute arising out of or in connection with this Agreement, the parties shall attempt to resolve the matter amicably through negotiation.7.2 If unresolved within 30 days, the dispute shall be referred to mediation with a mediator agreed by the parties.7.3 If mediation fails, the dispute shall be referred to arbitration in London under the Arbitration Act 1996.

8. CONFIDENTIALITY

Each Shareholder undertakes to keep confidential all information concerning the Company and the Business except as required by law or with the prior written consent of the other Shareholders.

9. TERMINATION

9.1 This Agreement may be terminated by mutual written agreement of all Shareholders.9.2 Termination shall be without prejudice to any rights or liabilities accrued prior to termination.9.3 Upon termination, the Shareholders shall cooperate to wind up the Company or agree on alternative arrangements.

10. GENERAL PROVISIONS

10.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.10.2 Any amendments must be in writing and signed by all Shareholders.10.3 If any provision is found invalid or unenforceable, the remainder shall continue in full force and effect.10.4 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.10.5 The parties submit to the exclusive jurisdiction of the English courts.

SHAREHOLDER 1 SIGNATURE	**SHAREHOLDER 2 SIGNATURE**
Signature: ___________________________	Signature: ___________________________