**SHAREHOLDER AGREEMENT**

This shareholder agreement is made and entered into by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[name]**(hereinafter referred to as “Shareholder 1”)and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[name]**(hereinafter referred to as “Shareholder 2”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[business name]**(hereinafter referred to as “the Corporation) on this**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [day]** of**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [month]**,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[**year]**.

It is agreed that the shares of the Corporation will be distributed in the following proportions:

Shareholder 1 - **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** % of all shares owned by the Corporation.

Shareholder 2 - **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** % of all shares owned by the Corporation.

And all parties agree and will adhere to the following terms:

1. All parties recognize that each has purchased their shares for the sole purpose of investment and do not have any intent to sell these shares in the future.

2. All parties understand that none shall pledge or donate their shares unless otherwise stated by terms in this agreement.

3. Should the Shareholders receive an offer to purchase, the Corporation must be notified in writing. This written notification must include all necessary details of the offer to purchase.

4. Should the Corporation be notified of an offer to purchase, the Corporation has the primary right to purchase at the same offering price, should the Corporation decide to do so. In this case, a written offer from the Corporation stating the intent to purchase must be delivered to the Shareholder within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[amount of days]**business days after the Corporation has been notified of the offer received by the Shareholder.

1. Shareholders have the right to hand over their shares to their spouse or legal partner, should the Board Of Directors of the Corporation give the necessary permission.
2. The transferee of the shares must agree to all the stipulations of this Agreement.
3. The Corporation agrees that before it may sell any shares, a written notice must be presented to each Shareholder and the shares must primarily be offered to the Shareholders.
4. Should any Shareholder wish to purchase the stock, a written offer must be delivered to the Corporation within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[amount of days]**business days after the offer to purchase has been presented by the Corporation to the Shareholders.
5. In the event that none of the Shareholders wish to purchase the shares, these shares may then be sold to the buyer, provided that the sale takes place at the original price that was presented to the Shareholders.

10. Shareholders will retain the privilege to vote for a nominee or alternatively vote for themselves for directorship at Board of Directors meetings.

This Agreement is executed on**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date]** at**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [place of signing]**.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Shareholder 1

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Shareholder 2