**Shareholders Agreement – Data Capture**

Company Details

|  |  |
| --- | --- |
| Company Name (including legal elements) |  |
| ACN |  |
| Company Full Address |  |
| Director/s |  |
| Chairperson |  |
| Secretary |  |
| Which Directors will sign on behalf of the company? |  |

Shareholders (Add table for each Shareholder)

|  |  |
| --- | --- |
| Shareholder type (Individual, Company, Trust SMSF, Partnership) |  |
| Shareholder Name (including legal elements of applicable) |  |
| Full Address |  |
| Number of Shares |  |
| Share Value |  |

Agreement Information

Shares

1. Shares are not to be issued, unless current shareholders maintain their shareholder proportions unless the shareholders agree: Unanimously/by Special Resolution/ by Ordinary Resolution

Director’s Meetings

1. The Board of Directors must run the business of the company efficiently and effectively. To do so Board Meetings raise business and directors resolve issues facing the Board. An effective Board is crucial and it is important for directors to meet regularly. For shareholder purposes, provide guidance as to how many time the Board must meet annually:

Director’s Contractual Commitments

1. The directors are given broad powers under the constitution. The shareholders agreement limits the ability of the directors to enter into any agreement or contractual commitment that exceeds a certain limit. Please enter the designated limit here (e.g. $10,000):

Resolution to Dispose of Assets

1. What is the maximum value of an asset transfer/sale/disposal/surrender on behalf of the company before a unanimous resolution or shareholders meeting is required? (e.g. $10,000):

Business of the Company

1. As the shareholders are investing in the company and establishing a shareholders agreement it is important to note the core business of the company – What is it’s main focus. (e.g. to engage in the business of promotion and marketing)?

Other

1. Will a shareholder or shareholder representative represent the business? If Yes, please name and add any fees applicable
2. If a shareholder provides a charge over their shares, encumbers them, puts them into a trust or goes into liquidation then the directors have a right to buy back the shares or transfer them to other shareholders for fair market value. This is a right of pre-emption. Do you want this clause included: Y/N
3. It is important for a company and it’s shareholders to protect the company’s intellectual property, processes and data base. That is why there is a confidentiality clause within the shareholders agreement. In addition the shareholder agreement may include a non-compete where the shareholder cannot run or conduct a similar business. Non-compete laws are limited to generally a 100km radius from a central point say Brisbane, Adelaide or Broken Hill. Do you want a non-compete clause? Y/N
4. If the directors and shareholders receive an offer for the shares and not all shareholders want to sell, it is common to have a drag and tag along rule which, once a certain level of shareholders agree to sell the others must also sell. This is vital for a company to extract maximum value for shareholders and is a foundational element of a strong shareholders agreement. Do you want a Drag and Tax Along clause? Y/N