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Instructions for a Shareholders Agreement

Your details

Name

Date

Organisation

ACN/ABN

Delivery

Address

Phone

Email

Agreement details

- Describe your **Business**
- Have you incorporated a **Company**? If yes, Name and ACN. If not we can do this for you
- Are there any **conditions precedent** to the shareholders agreement coming into place ie things that need to be achieved prior to the shareholders agreement binding the members?
- **Directors** – Full name and address of directors (Attach company search or we can do one for you)
- **Directors Appointment** - Will members with a certain percentage of shares have the right to appoint a representative director to the Board? If yes what percentage (eg. >20%). Or will Directors just be appointed by a majority vote of all members?
- Who are the **Members**? (Attach company search or we can do one for you)
- How often are **members meetings** and **directors meetings** to be held? Quarterly, annually?
- **Management** – is there a day to day Manager who will make ordinary business decisions? What is their title? Any specific requirements on the Manager (budgets, business plans)?
- **Special Majority Approval of Directors** – certain matters require a 75% vote of Directors. Eg. borrowing over what amount? Purchasing assets greater than what amount?
- **Dividend policy** – dividends at certain time of the year? Or determined by special majority of the Board?
- **Business plans** - Annually? Or just as required?
- **Pre-emptive rights** on share issue and share transfer? Pre-emptive rights mean that shares are offered to existing members first before they can be offered to third parties.
- Is the Board to consider a **possible stock exchange listing** within x years?
- **Default, Mandatory transfer events or options** - What do you want to occur if a Member or its related Director: wish to exit the business; are absent from the Business for at least 12 months due to illness or other reason; are convicted of any indictable criminal offence; mental incapacity; conduct bringing company in to disrepute; become insolvent, breach the agreement, die? Others? We can discuss the possibilities with you.
- **Restraint provisions** - Will the members and directors be restricted from engaging in a business which is similar to and in competition with the Business, taking customers or employees? During the time they are involved in the Business? For what time period after they are no longer involved? Maximum time period and geographical area?

- **Other** specific requirements?

Logo

Would you like us to include your logo on the documents?

- ☐ Yes - please e-mail to us your logo for insertion
- ☐ No - we will include our logo

Acceptance of terms and conditions

☐ By ticking this box, I/we acknowledge that I/we have read and agree to the Document Shop Pty Ltd *terms and conditions and acknowledgement* [available on our website at www.documentshop.com.au or contact us at info@documentshop.com.au and we will e-mail or post a copy to you].

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