

# Standard Shareholder Agreement Form

This **standard shareholder agreement form** sample provides a comprehensive template designed to outline the rights and obligations of shareholders. It includes essential buy-sell provisions to facilitate smooth ownership transfers and dispute resolution. This agreement is crucial for protecting shareholder interests and ensuring business continuity.

## Sample Shareholder Agreement

### 1. Parties

This Shareholder Agreement ("Agreement") is made and entered into as of [Date], by and among the following parties (collectively, the "Shareholders") holding shares in [Company Name], a corporation incorporated under the laws of [Jurisdiction] (the "Company"):

- [Shareholder 1 Name]
- [Shareholder 2 Name]

### 2. Purpose

The purpose of this Agreement is to regulate the management, operations, and ownership of the Company and to protect the interests of the Shareholders.

### 3. Share Capital

The Shareholders agree that the share capital of the Company as of the date hereof is described as follows:

- Total Shares Issued: [Number]
- Shareholder 1: [Number] shares
- Shareholder 2: [Number] shares

### 4. Transfer of Shares

No Shareholder shall transfer any shares unless in accordance with the terms of this Agreement. Any transfer must be approved in writing by a majority of the non-transferring Shareholders.

### 5. Buy-Sell Provisions

#### 5.1 Right of First Refusal

If a Shareholder receives a bona fide offer to purchase their shares from a third-party, the other Shareholders shall have the right of first refusal to purchase the shares on the same terms and conditions.

#### 5.2 Trigger Events

Trigger events include, but are not limited to:

- Death or incapacity of a Shareholder
- Desire to sell shares
- Bankruptcy or insolvency of a Shareholder
- Termination of employment of a Shareholder

#### 5.3 Valuation of Shares

The value of the shares shall be determined by mutual agreement between the parties, or, failing agreement, by an independent appraiser appointed by the Shareholders.

#### 5.4 Payment Terms

The purchase price of the shares shall be paid in full at closing, or as otherwise agreed in writing by the parties.

### 6. Management of the Company

The business and affairs of the Company shall be managed by its Board of Directors, which shall be appointed by the Shareholders in accordance with the Company's articles of incorporation and bylaws.

## 7. Dispute Resolution

In the event of any dispute arising under this Agreement, the Shareholders agree to seek resolution through mediation, and if mediation fails, through arbitration in accordance with the rules of [Arbitration Organization].

## 8. Miscellaneous

- This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, successors, and assigns.
- This Agreement may be amended only by written consent of all Shareholders.
- If any provision is held invalid, the remaining provisions shall remain in full force and effect.

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

---

[Shareholder 1 Name]

---

[Shareholder 2 Name]