

Minority Shareholder Agreement

Between Minority Shareholders and
Majority Shareholders.

Date:

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THIS AGREEMENT dated

2015

PARTIES:

[NAME] (ACN/ABN [For tax reasons, normally an ABN will be required. However if a company has no ABN, the ACN may be used in certain circumstances. See sections 153 and 1344 of the Corporations Act.]) of [ADDRESS] (abbreviation)

OF THE FIRST PART

AND

[NAME] (ACN/ABN [For tax reasons, normally an ABN will be required. However if a company has no ABN, the ACN may be used in certain circumstances. See sections 153 and 1344 of the Corporations Act.]) of [ADDRESS] (abbreviation)

OF THE SECOND PART

Recitals

- A. the parties are the registered holders and beneficial owners of the entire issued share capital of [COMPANY NAME] Pty Ltd (hereinafter called 'the Company') which was incorporated in Australia on [DATE]
- B. The Company has issued capital of [NUMBER] divided into [NUMBER] Ordinary Shares of \$1 each of which [NUMBER] shares are owned beneficially by the Majority Shareholders and registered in its name and [NUMBER] shares are owned beneficially by the Minority Shareholders and registered in its name and all such shares are issued and fully paid up.
- C. The parties

Operative Part

1 DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Deed, unless otherwise indicated by the context:

- (a) Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in the state in which the subject matter of this agreement is to be performed;
- (b) Business Hours means from 9.00 am to 5.00 pm on a Business Day;
- (c) Force Majeure Event means any:
 - (i) act of God;
 - (ii) outbreak or escalation of hostilities (whether or not war has been declared) or any other unlawful act against public order or authority;
 - (iii) industrial dispute;
 - (iv) restraint; or
 - (v) other event which is not within the reasonable control of the parties;