

Minority Shareholder Agreement

Between Minority Shareholders and
Majority Shareholders.

Date:

Contents

1	DEFINITIONS & INTERPRETATION	1
	1.1 Definitions	1
	1.2 Interpretation	2
2	APPOINTMENT OF NOMINEE DIRECTORS	Error! Bookmark not defined.
3	MAXIMUM NUMBER OF DIRECTORS	Error! Bookmark not defined.
4	POWER OF MAJORITY SHAREHOLDERS	Error! Bookmark not defined.
	4.2 Working Capital	Error! Bookmark not defined.
5	PUT OPTION	Error! Bookmark not defined.
	5.2 Determination of price	Error! Bookmark not defined.
	5.3 Sale of shares	Error! Bookmark not defined.
	5.4 Indemnity	Error! Bookmark not defined.
	5.5 Consent	Error! Bookmark not defined.
6	GENERAL PROVISIONS	Error! Bookmark not defined.
	6.2 Counterparts	Error! Bookmark not defined.
	6.3 Force majeure	Error! Bookmark not defined.
	6.4 Further assurance	Error! Bookmark not defined.
	6.5 Governing law and jurisdiction	Error! Bookmark not defined.
	6.6 Notices	Error! Bookmark not defined.
	6.7 Service of notices	Error! Bookmark not defined.
	6.8 Severability	Error! Bookmark not defined.
	6.9 Survival & merger	Error! Bookmark not defined.
	6.10 Variation	Error! Bookmark not defined.
	6.11 Waiver	Error! Bookmark not defined.
	6.12 Warranties and representations	Error! Bookmark not defined.
	6.13 Whole agreement	Error! Bookmark not defined.
	SCHEDULE 1	Error! Bookmark not defined.
	EXECUTION	Error! Bookmark not defined.

THIS AGREEMENT dated

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;

- (d) Person includes a natural person, body corporate, partnership, joint venture, association or other incorporated or unincorporated legal entity;
- (e) Ineffective means void, illegal or unenforceable;
- (f) Majority Shareholder(s) – those persons listed as Minority Shareholder(s) in the Schedule to this agreement.
- (g) Minority Shareholder(s) – those persons listed as Majority Shareholders' in the Schedule to this agreement.

1.2 Interpretation

In this Agreement, unless otherwise indicated by the context:

- (a) the singular includes the plural and vice versa; words importing a gender include