SHAREHOLDERS AGREEMENT

Between:

AND

AND

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THIS AGREEMENT is made on the day of				20
BETWEEN				
		having its principal place of	business at	("the Company")
AND				
	of	("[SHAREHOLDER #1]")	
AND				
	of	("[SHAREHOLDER #2]")	

BACKGROUND

- A. The Shareholders hold all the Shares in the Company.
- B. The Shareholders and the Company have entered into this Agreement to record their aims and objects in relation to the Company and to provide for the effective operation and administration of the Company.

OPERATIVE PROVISIONS

1 DEFINITIONS

1.1 1.1 In this Agreement the following words have the following meanings, unless the context does not permit:

- (a) "Accession Deed" means the Agreement set out at Schedule 2;
- (b) "Act" means the Corporations Act 2001 (Cth);
- (c) "Agreement" means this Shareholders Agreement and includes the Schedules;

- (d) "Board" means the Board of Directors, and includes any committee of that Board;
- (e) "Board Meeting" means a meeting of the Board (or any committee of the Board) duly convened and held in accordance with this Agreement and the Constitution;
- (f) "Business" means the business of providing sales, implementation, support, maintenance and consultancy services related to the business objectives of the company;
- (g) "Business Day" means any day other than a Saturday, Sunday, bank holiday or public holiday in New South Wales;
- (h) "Confidential Information" means all information, forms, specifications, processes, statements, formulae, trade secrets, drawings and data, and copies of extracts made of or from that information and data, concerning:
 - (i) the operations and dealings of the Company or a Shareholder;
 - the organisation, finance, customers, markets, suppliers, Intellectual Property Rights of the Company, a Shareholder, a related body corporate of the Company or a related body corporate of a Shareholder; or
 - (iii) the operations and transactions of a Shareholder concerning the Shareholder's shareholding in the Company
- (i) "Constitution" means the Constitution of the Company as amended from time to time;
- (j) "Directors" means the directors of the Company at any given time and as at the date of this Agreement means the directors identified in Item 2 of Schedule 1;
- (k) "Disabled" means totally and permanently disabled in the written opinion of two duly qualified medical practitioners;
- (I) "Financial Year" means the period of 12 consecutive calendar months ending on 30 June (or on another day decided by the Board);
- (m)