
Shareholders Agreement

between

THE PARTIES NAMES IN THE SCHEDULE TO THIS AGREEMENT

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AGREEMENT made

PARTIES

of **("Company")**

AND **The Parties named in the Schedule to this Agreement ("Shareholders")**

INTRODUCTION

The Shareholders have agreed to enter into this Agreement in relation to their investment in the Company for

IT IS AGREED

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

- (1) **Agreement** means this document, including any schedule or annexure to it;
- (2) **Annual Program** means a program to carry out the business of the Company during a financial year and will consist of:
 - (a) a business plan setting out in detail the proposed marketing plans, finance arrangements, capital expenditures and activities to carry on the business of the Company during the financial year; and
 - (b) a budget setting out in detail an estimate of the income to be received and the expenses to be incurred in carrying out that business plan;
- (3) **Associate** has the same meaning as in the *Income Tax Assessment Act 1997*;
- (4) **Auditors** means the auditors of the Company, if any;
- (5) **Board** or **Directors** means the board of directors of the Company meeting as a board in accordance with the Constitution;
- (6) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (7) **Commencement Date** means the date specified in **Error! Reference source not found.** of the **Error! Reference source not found.** **Constitution** means the constitution in the form set out in **Error! Reference source not found.** to be adopted by the Company on or before the Commencement Date and as amended from time to time;
- (8) **Director** means a director of the Company;

- (9) **Dispose** includes, in relation to a Share, to enter into a transaction in relation to the Share (or any interest in the Share), which results in a person other than the registered holder of the Share:
- (a) acquiring any equitable interest in the Share, including an equitable interest arising from a declaration of trust, an agreement for sale and purchase or an option agreement or an agreement creating a charge or other security interest in the Share;
 - (b) acquiring any right to receive directly or indirectly any Dividends payable in respect of the Share;
 - (c) acquiring any rights of pre-emption, first refusal or like control over the disposal of the Share;
 - (d) acquiring any rights of control over the exercise of any voting rights or rights to appoint Directors attaching to the Share; or
 - (e) otherwise acquiring legal or equitable rights against the registered holder of the Share which have the effect of placing the person in the same position as if the person had acquired a legal or equitable interest in the Share itself;