

SHAREHOLDER AGREEMENT

This SHAREHOLDER AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____ , 20 _____ , by and among the following parties:

Shareholder Name: _____

Address: _____

City, State, ZIP: _____

Company Name: _____

Company Address: _____

City, State, ZIP: _____

RECITALS

WHEREAS, the Shareholders are the owners of shares in the Company, and

WHEREAS, the parties desire to enter into this Agreement to establish certain rights and responsibilities of the Shareholders and to provide for the management of the Company, dispute resolution, and the process for buying and selling shares.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Shares" shall mean the shares of stock of the Company owned by the Shareholders.

1.2 "Board" shall mean the Board of Directors of the Company.

1.3 "Dispute Resolution" shall refer to the procedures set forth in Section 5 of this Agreement.

1.4 "Right of First Refusal" shall mean the right of existing Shareholders to purchase Shares before they are offered to third parties, as detailed in Section 4.

2. MANAGEMENT OF THE COMPANY

2.1 The Company shall be managed by the Board, which shall have the authority to make all decisions regarding the business and affairs of the Company.

2.2 The Shareholders shall elect the members of the Board in accordance with the Company's bylaws.

2.3 The Board shall provide annual reports to Shareholders, including financial statements and strategic plans.

3. RIGHTS AND RESPONSIBILITIES OF SHAREHOLDERS

3.1 Each Shareholder shall have the right to vote on all matters submitted to a vote of the Shareholders.

3.2 Shareholders shall have the right to receive dividends as declared by the Board.

3.3 Shareholders agree to comply with all Company policies and procedures.

3.4 Shareholders shall maintain confidentiality regarding Company information and shall not disclose such information to third parties without prior written consent from the Board.

4. TRANSFER OF SHARES

4.1 No Shareholder shall sell, transfer, or otherwise dispose of any Shares without first offering such Shares to the other Shareholders in accordance with the right of first refusal provisions set forth herein.

4.2 Any transfer of Shares shall be subject to the approval of the Board.

4.3 The selling Shareholder must provide written notice to the Company and other Shareholders of their intent to sell, including the price and terms of the offer.

4.4 The other Shareholders shall have thirty (30) days from receipt of such notice to exercise their right of first refusal.

5. DISPUTE RESOLUTION

5.1 In the event of any dispute arising under this Agreement, the parties agree to first attempt to resolve the dispute through mediation.

5.2 If mediation is unsuccessful, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

5.3 The arbitration shall take place in the State of _____ and shall be conducted in the English language.

6. TERMINATION

6.1 This Agreement shall terminate upon the occurrence of any of the following events:

- (a) The dissolution of the Company.
- (b) The mutual agreement of all Shareholders.
- (c) A material breach of this Agreement by any party, which is not cured within thirty (30) days after written notice of such breach.

7. MISCELLANEOUS

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of _____ .

7.2 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes all prior agreements and understandings.

7.4 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the parties at their respective addresses set forth above.

7.5 Amendment. This Agreement may be amended only by a written agreement signed by all Shareholders.

7.6 Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

IN WITNESS WHEREOF, the parties have executed this SHAREHOLDER AGREEMENT as of the date first above written.

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

WITNESS

Signature: _____ Date: _____

Print Name: _____

NOTARY PUBLIC

State of _____

County of _____

On this _____ day of

_____, 20 _____,

before me, a Notary Public in and for said state, personally appeared

_____, known to me to be the person(s) whose name(s)

is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Signature: _____ Date:

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____