INTERVIEW AND DATA CAPTURE

SHAREHOLDERS AGREEMENT

Prepared for:

Dated:

We require the following details from you:

1. **COMPANY DETAILS**

|  |  |
| --- | --- |
| **NAME** |  |
| **ACN**  |  |
| **REGISTERED OFFICE**  |  |
| **DIRECTORS**  |  |
|  |
|  |

1. **SHAREHOLDER DETAILS**

|  |  |  |  |
| --- | --- | --- | --- |
| **SHAREHOLDER NAME (with Address)** | **TRUSTEE (if applicable)** | **REPRESENTATIVE** | **SHARES HELD (and cost per share)**  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Is there going to be director who will represent the business? If yes, will they be compensated for the same?**

**How are the additional shares issued and under what conditions?**

**What are the specific powers delegated to the Directors?**

**How are major business decisions (like asset purchases) agreed upon?**

**Is there a certain limit where the directors must enter into agreement if they are dealing with a contractual obligation when it crosses a value? Eg. $10,000**

**What are the initial and subsequent financial contributions required from each shareholder?**

**How is further borrowing and funding managed?**

**What are the conditions under which a shareholder can transfer or exit their holdings?**

**Are there any drag along or tag along rights included?**

**What constitutes a default under this agreement and what are the consequences?**

**How are disputes among the shareholders or between the shareholders and company to be resolved?**

**What confidentiality obligations are imposed on the shareholders?**

**Are there any exceptions to these confidentiality obligations?**

**Under what conditions can this agreement be terminated?**

**What are the rights and obligations of the parties upon termination?**

**Are there any non-compete clauses or restrictions on post-exit?**

**How are shareholders indemnified against liabilities post-exit?**

**Are there going to be any rights of pre-emption?**

**How can amendments to this agreement be made?**

**Which jurisdiction's law governs this agreement?**

1. **Other Details**

|  |  |
| --- | --- |
| **Tag Along** |  **%** |
| **Drag Along**  |  **%** |
| **Business** |  |
| **Value Limit (spending limit over which votes are required by majority)** |  |
| **Premises** |  |