

英汉对照：股东协议

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SHAREHOLDERS AGREEMENT

AGREEMENT made this _____ day of _____,
(year) ____, between

_____ Corporation, having its principal office at

_____, and

_____ residing at
_____, and

_____ residing at
_____, and

_____ residing at _____.

Whereas, the above signed parties wish to promote the Corporation's interests

and secure their own interests by making provision to avoid future differences.

It is therefore mutually agreed that:

1. As long as each of the undersigned shareholders remains a shareholder in

_____ Corporation, he or she will vote his or her

respective shares of stock in the corporation for each of the following named

directors.

1. _____

2. _____

3. _____

Any of the above directors who cease to be a shareholder in the Corporation

shall submit his or her resignation to the Corporation when he or she transfers

his or her shares.

2. Each of the undersigned parties agree that he or she shall will devote his or

her best efforts to the best interests and advancement of the corporation.

3. For the common interest of the Corporation, the undersigned shareholders

agree to the following people appointed and elected as officers of the

Corporation, as long as they remain shareholders of the Corporation and perform

competently, faithfully, and efficiently.

(President)

(Vice President)

(Secretary)

(Treasurer)

Any of the foregoing officers who ceases to be a shareholder in the Corporation

shall submit his or her resignation to the corporation when he or she transfers

his or her shares.

4 (a) . The undersigned shareholders agree any action taken at a meeting of the

shareholders that receives a vote in favor of less than _____% of the

shareholders may be subject to action from the dissenting shareholders. They may

require the other shareholders to either (1) Rescind the action or (2) Purchase

the shares of the corporation owned by the dissenter (s) at a price per share

computed on a pro rata basis according to Section 4 (d) of this agreement within

_____ days. The below undersigned shareholders agree that should their vote in

favor of the action be dissented from, they will either (1) Rescind it, or (2)

Purchase the dissenter' s shares computed on a pro rata basis according to

Section 4 (d) of this agreement within _____ days.

4 (b) . The undersigned shareholders agree that they will not sell, pledge,

assign, transfer, hypothecate, or otherwise dispose of the shares of stock owned

by any of them, unless the shares of stock have been first offered to the

corporation at a price computed on a pro rata basis according to Section 4 (d) of

this agreement. Any such offer shall be made in writing and shall remain open

for the acceptance of the corporation for a period of no less than _____ days.

Should the corporation accept the offer, it must agree in writing to purchase

the entire amount of stock offered and shall make a down payment comprised of

_____ % of the total purchase price. The remaining balance of the total purchase

price shall be paid as provided for in Section 4 (e) of this agreement. If the

Corporation should choose not to purchase the shares within _____ days, the

shares shall be offered to the remaining shareholders on the same pro rata basis

as provided for in Section 4 (d) of this agreement. Any such offer shall be shall

remain open for a period of _____ days and shall be made in writing. In the

event the remaining shareholders wish to accept the offer, they must agree in

writing to purchase any or all of their pro rata portion of shares, and make a

down payment comprised of _____ % of the total purchase price. The balance of

the total purchase price shall be paid as provided in Section 4 (e) of this

agreement. If any shareholder should elect not to purchase his or her portion of

the shares, or should elect to purchase less than the full amount,
the remainder

shall be offered to the other shareholders on the same pro rata basis
as