

中外合资企业股东协议中英文对照

SHAREHOLDERS' AGREEMENT THE AGREEMENT, MADE THIS DAY OF 20__ BY AND BETWEEN XXX, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF MEXICO AND HAVING ITS PRINCIPAL OFFICE AT_____ MEXICO (HEREINAFTER REFERRED TO AS "X"), REPRESENTED BY_____ AND YYY, A CORPORATION DULY ORGANIZED AND EX—ISTING UNDER THE LAWS OF _____ AND HAVING ITS PRINCIPAL OFFICE AT (HEREINAFTER REFERRED TO AS "Y"), REPRE—SENTED BY_____.

WITNESSETH

WHEREAS, X has been established with the purpose _____ among other things, of investing _____ business, and is now desirous of becoming engaged in the manufacturing and selling Contract business;

WHEREAS, Y has for many years been engaged in _____, among other things, research, development and production of certain Contract Products and in the sale of such Products in various parts of the world; WHEREAS, Y has experience in manufacturing Contract PRODUCTS in overseas countries and is therefore capable of furnishing technical assistance for manufacturing such PRODUCTS.

WHEREAS, X and Y are desirous of cooperating with each other in jointly setting-up a new company in Mexico to manufacture Contract PRODUCTS hereinafter more particularly described; and WHEREAS, X and Y are desirous that said new company will obtain technical assistance from Y for manufacturing such PRODUCTS and Y is willing to furnish such technical assistance to the new company; NOW, THEREFORE in consideration of the premises and the mutual covenants herein contained, it is hereby mutually agreed as follows:

CLAUSE 1. INCORPORATION OF NEW COMPANY:

1.1 For the purpose of forming a new company to engage in manufacturing and selling the PRODUCTS defined in 2.1 of CLAUSE 2, both parties hereby agree to incorporate jointly in Mexico a stock Corporation of variable capital under the Commercial Code of Mexico, with such corporation's Articles of Incorporation to be in the form attached hereto as Exhibit A, which shall be an integral part of this Agreement, such new corporation to be hereinafter referred to as FCAM.

The name of FCAM shall be: subject to the provisions of Articles of Incorporation of FCAM.

1.2 The percentage ownership of the respective parties hereto in the capital stock of FCAM shall be, X and its three designees an aggregate of fifty-one percent (51%), and Y and its three designees, an aggregate of forty-nine percent (49%), which percentage shall be maintained without change at all times during the term of this Agreement, unless otherwise expressly agreed in writing by both parties hereto. In order to conform to the requirements of Mexican law that a stock corporation shall at all times have at least five (5) shareholders, each of X and Y may appoint three (3) designees, each of whom shall own one (1), but not more than one (1), share of FCAM out of their respective shareholdings during the term of this Agreement. X and Y shall at all times be responsible for their respective designees compliance with the provisions of this Agreement and the Articles of Incorporation of FCAM applicable to X and Y so long as any of them or their successors or assigns hold said shares of FCAM, prior to the appointment of them or their successors or assigns hold said shares of FCAM, prior to the appointment of such designees. X and Y shall consult with each other.