

# 股东协议中英文版

SHAREHOLDERS AGREEMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, (year) \_\_\_\_, between \_\_\_\_\_ Corporation, having its principal office at \_\_\_\_\_, and \_\_\_\_\_

## 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 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 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

outlined in Section 4 (d) of this agreement. After this offering to the remaining

shareholders, any amount of stock that remains unpurchased shall be considered

freely transferable and no longer subject to the provisions and limitations of

this agreement. This agreement shall not bar a sale, transfer, assignment, or

bequest shares of stock by one of the undersigned shareholders to a member of

his or her immediate family, who shall, however, take his or her stock subject

to all the provisions and limitations of this agreement.

4 (c) . The parties to this agreement agree that upon the death of

\_\_\_\_\_, \_\_\_\_\_, or \_\_\_\_\_, the executors, administrators, or other such

legal representatives of the deceased shall, within \_\_\_\_\_ days, offer to sell

to the Corporation all the shares of stock owned by the deceased at the time of

his or her death. It is the wish of the parties to this agreement that after the

qualification of the legal representatives of the deceased shareholder, his or

her family shall terminate any and all interest in the Corporation and that any

and all members of the family to whom the deceased has left shares of stock

shall sell to the Corporation all shares of stock owned by them within a period

of \_\_\_\_\_ days. The price per share shall be computed on a pro rata basis

according to the provisions of Section 4 (d) of this agreement.

4 (d) . The undersigned parties agree that as of this date one share of stock in

the corporation is worth \$\_\_\_\_\_. It is the intention of the parties to

review this figure \_\_\_\_\_ times per year, and that the last agreed-upon figure

prior to a such transfer as described in Sections 4 (a) , (b) , or (c) shall be

binding and conclusive determination as to the value of the stock for such

purposes. (e) The purchase price shall be paid as follows:  
\_\_\_\_\_ % in cash

within \_\_\_\_\_ days after the qualification of the legal  
representatives of the

deceased shareholder. \_\_\_\_\_ % of the unpaid balance shall be  
paid within the

succeeding \_\_\_\_\_ days, and \_\_\_\_\_ % of the still remaining  
unpaid balance

within \_\_\_\_\_ days. Interest at the rate of \_\_\_\_\_ % shall be  
calculated on the

outstanding unpaid balance. The Corporation reserves the right to  
prepay the

whole or any part of the amount owed without the imposition of a  
premium or

penalty therefore.

5. The parties hereto agree that they will not dispose of their  
shares of stock

in such a way as to cause the termination of the Corporation's  
ability to be

taxed as an electing Small Business Corporation under Subchapter  
S of the

Internal Revenue Code of 1954.

6. Each certificate of stock of the Corporation shall contain the  
following

information: Transfer or pledge of these shares is restricted  
under a

shareholders' agreement dated \_\_\_\_\_, (year) \_\_\_\_.

A copy of the agreement, which affects other rights of the  
holder of these

shares, will be kept on file at the office of the Corporation at

\_\_\_\_\_.

7. Should any dispute arise between two or more of the parties to this agreement

as to their rights under any provisions of this agreement, the parties hereby

agree to refer such dispute to the American Arbitration Association, whose

decision on the questions shall be binding on the parties and shall be without

appeal.

8. The Corporation is authorized to enter into this agreement by a resolution

adopted by the shareholders and directors, dated

\_\_\_\_\_ ,

(year) \_\_\_\_.

9. This agreement or any of its provisions may be changed only by the mutual

consent of the undersigned parties, and unless so changed it remains binding

upon all the parties, their heirs, executors, administrators, legal

representatives, and assigns, who shall execute and deliver all necessary

documents required to carry out the terms of this agreement.

In witness thereof, the individual parties hereto set their hands and seals, and

the Corporation has caused this agreement to be signed by its duly authorized

officers and the corporate seal affixed.

\_\_\_\_\_

(President) (date)

\_\_\_\_\_

(Secretary) (date)

(Shareholder) (date)

### 股东 协议

本协议由下列各方订立于\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日：

- (1) \_\_\_\_\_ 公司 ，主营业所位于\_\_\_\_\_； 与
- (2) \_\_\_\_\_，住所地位于\_\_\_\_\_； 与
- (3) \_\_\_\_\_，住所地位于\_\_\_\_\_； 与
- (4) \_\_\_\_\_，住所地位于\_\_\_\_\_。

鉴于以上各方有意于通过制订规范来避免今后的冲突，以提高公司的利益和确保他们自己的利益，各方当事人就以下事实达成共识：

1、 若签署本协议的各位股东仍为\_\_\_\_\_公司的股东，他或她将分别以他们在此公司的股份向以下董事投赞成票：

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_

以上董事中的任何人若要停止成为“公司”的股东，需要在他或她转让股份的时候向“公司”递交辞呈。

2、 签署本协议的各方同意他或她将为“公司”的最佳利益和发展尽最大的努力。

3、 为了“公司”的共同利益，签署本协议的各位股东同意以下的各位在他们仍为“公司”股东，并且尽忠职守、工作有效的前提下担任“公司”职位：

- \_\_\_\_\_ (主席)
- \_\_\_\_\_ (副主席)
- \_\_\_\_\_ (秘书)
- \_\_\_\_\_ (财务总监)

以上各职位中的任何人若要停止成为“公司”的股东，需要在他或她转让股份的时候向“公司”递交辞呈。 4 (B)、签署本协议的各位股东同意，他们将不出售、抵押、转让、过户、 质押 ，或者处置他们任何人所有的股份，



除非该股份已经以本协议第4(D)条的规定,以每股为单位计算价格,向“公司”发出股权转让要约。该要约应当以书面形式表示,并且在不少于\_\_\_\_一天之内等候“公司”的承诺。如果“公司”对要约进行承诺,“公司”必须以书面形式同意购买全部招股的股份,并且应当支付不少于购买价款总额\_\_\_\_%的第一笔付款。余下的价款应当按第4(E)条的规定进行支付。如果在\_\_\_\_一天之内“公司”没有选择购买该股份,应当以本协议第4(D)条的规定,以每股为单位计算价格,向其他的股东发出股权转让要约。该要约应当以书面形式表示,并且在\_\_\_\_一天之内等候承诺。如果其他的股东愿意对要约进行承诺,他们必须以书面形式同意购买任意或全部的他们在该招股股份中的份额,并且支付全部认购价款总额\_\_\_\_%的第一笔付款。余下的价款应当按第4(E)条的规定进行支付。如果任何股东决定不购买他或她的份额,或者决定不购足其份额,剩余的股份应当根据本协议第4(D)条的规定,同样的以每股为单位计算价格向其他股东发出股权转让要约。在这份要约之后,如果仍有一部分的股份未被购买,这部分股票将可以自由转让,并且不受本协议规定和限制的管辖。本协议不限制签署本协议的各位股东向其近亲属出售、转让、过户或赠与股份,但其近亲属应当按本协议的规定和限制处置其股份。

4(C) 本协议的各方当事人同意在\_\_\_\_,\_\_\_\_或\_\_\_\_死亡的情况下,遗嘱执行人、遗产管理人,或其他死者的法定代理人应当在他或她死亡的\_\_\_\_一天之内,就死者所有的股份向“公司”发出股票转让要约。本协议的各方当事人同意在任何人取得成为死者法定代理人资格之后,他或她的家庭成员应当终止任何及全部的与“公司”有关的利益往来。得到死者股份的家庭成员中的任何人或全部人应当在\_\_\_\_一天之内将其所有的股份出售给“公司”。价格应当以第4(D)的规定以每股为计算单位。

4(D) 签署本协议的当事人同意在此日期,“公司”的股票每股价\$\_\_\_\_。各方当事人的意愿为每年复查该数字\_\_\_\_一次。对于在第4(A)、(B)或(C)中描述的任何交易,此交易前的最后同意的股票价值应当是有约束力和有决定性的。

4(E) 购买股票的款项应当以如下方式支付:在任何人取得成为死亡股东的法定代理人资格之后的\_\_\_\_一天之内以现金支付\_\_\_\_%;未付款的\_\_\_\_%在接下来的\_\_\_\_一天之内支付,之后仍未付款的\_\_\_\_%在\_\_\_\_一天之内支付。\_\_\_\_%的利息应当计入未付款的支付义务之内。“公司”保留在没有强加利息或罚金的情况下,预先支付全部或部分所欠款项的权力。

5、协议的当事人同意,如果他们对其股份的处置会导致“公司”按1954年

国内税收法典第五章规定而终结作为小型商业公司的纳税义务,他们将不会进行这样的处置。

6、每份股权凭证应当包含以下内容:转让或抵押受于\_\_\_\_缔结的股东协议的制约。

鉴于此协议影响股东的其他权利,此协议的备份将存于“公司”办公地。

7、任何基于本协议规定下的权利而产生于两个或更多的当事人之间的争议,应当提交美国仲裁委员会。该委员会对于此争议的决定应当对当事人具有约束力,且不应被提起上诉。

8、“公司”被由股东和董事采用的产生于———的议案授权，而加入本协议。

9、本协议或本协议的任何条款只有在以下签署各方完全同意的情况下才能被更改。除此情况，本协议对所有当事人、当事人的继承者、遗嘱执行人、遗产管理人，法定代理人产生约束力，他们应当按照本协议规定的条件执行和提交必需的文件。

本协议由当事人签字盖章，并由被“公司”授权之人签字盖章，代表“公司”缔结之，特此为证。

\_\_\_\_\_  
\_\_\_\_\_  
(主席) (日期)

\_\_\_\_\_  
\_\_\_\_\_  
(秘书) (日期)

\_\_\_\_\_  
\_\_\_\_\_  
(股东) (日期)

\_\_\_\_\_  
\_\_\_\_\_  
(股东) (日期)

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