

SHAREHOLDERS AGREEMENT

between

COMPANY X PTY LTD

and

Company Y

Consulting Cloud Preview

TABLE OF CONTENTS

1	Agreed Terms & Interpretation	2
2	COmmencement and term of Agreement	4
3	Shares	4
4	Appointment and Removal of Directors	4
5	Meetings and Resolutions of Directors	5
6	Decisions Requiring Special Director Vote	6
7	Budget and Business Plan	7
8	Working Capital	8
9	Management of the Company	9
10	Provision of Information	10
11	Confidentiality and Publicity	11
12	Disposal of Shares	11
13	Dispute Resolution	12
14	General	13
	Schedule 1 : Director's Shareholdings	15
	Schedule 2 – Letter of Offer	16

SHAREHOLDERS' AGREEMENT

BETWEEN

Company X Pty Ltd

ABN:

(**"Company"**)

Contact Details:

Phone no:

Fax no:

AND

Company Y

Contact Details:

Phone no:

Fax no:

Consulting Cloud Preview

1 AGREED TERMS & INTERPRETATION

Unless the context requires otherwise, the following phrases and capitalized words must be interpreted as follows:

This Agreement sets out the Agreement between The Parties pursuant to which shares in Company X Pty Ltd (CX) will be purchased by Company Y (CY) and the ongoing agreement between The Parties as to the rights attached to the shares.

The Parties acknowledge that it cannot cover every detail of the agreement. Should any dispute arise, the parties agree to use their best endeavors to resolve the dispute by mutual agreement.

The objectives of the agreement and financial considerations for CY to acquire the shares in CC are laid out in the signed Letter of Offer (Schedule 2).

- 1.1 **Board** means the board of Directors of the Company.
- 1.2 **Budget** means the budget for a specified period, including monthly profit and loss, balance sheet and cash flow budgets together with supporting assumptions and analyses adopted under clause 7.1;
- 1.3 **Business** means the business carried on by the Company from time to time which at the date of the Agreement is consulting, business architecture, data warehousing and business intelligence services.
- 1.4 **Business Day** means any day except a Saturday or a Sunday or public holiday in Victoria.
- 1.5 **Business Plan** means the program for the conduct of the Business during one or more Financial Years, (including the Budget for such Financial Years) adopted in accordance with clause 7.2 and otherwise containing the matters set out in clause 7.2
- 1.6 **Company** means Company X Pty Ltd
- 1.7 **Confidential Information** means all financial and other commercially valuable or sensitive information of the Company in whatever form including Intellectual Property, product samples, devices, models and any other materials or information of whatever description which the Company regards as confidential, proprietary or of a commercially sensitive nature, but does not include information that:
- (a) is in the public domain (other than as a result of unauthorized disclosure);
 - (b) the recipient already possesses at the time of disclosure (unless the information was received through unauthorized disclosure or is subject to prior confidentiality obligations); or
- is independently developed or acquired by the recipient (except through unauthorized disclosure).
- 1.8 **Constitution** means the Constitution of the Company as amended or replaced from time to time.
- 1.9 **Corporations Act** means the *Corporations Act 2001*(Cth).