Shareholders' Agreement

This agreement is made between the Company and the Shareholder named below and takes effect on the date of the last signature.

Company

LEGAL NAME

EMAIL

PHONE

ADDRESS

Shareholder

FULL NAME

EMAIL

PHONE

ADDRESS

Background

The Shareholder holds shares in the Company. This agreement sets out how the Company will be governed and how shares may be transferred.

Shareholding

SHARES HELD

SHAREHOLDING (%)

BOARD NOMINATION RIGHT

RESERVED MATTERS NEEDING SHAREHOLDER CONSENT

Terms

- Transfers. Shares are not transferred except as allowed here and in the articles.
- ROFR. Before selling to a third party, a shareholder first offers shares to existing shareholders on the same terms.
- Tag-along. If a majority holder sells, others may sell on the same terms.
- Drag-along. If holders of the agreed majority accept a sale of the company, others sell on the same terms.
- Articles. The Company amends its articles to reflect this agreement; if they conflict, the parties vote to

resolve it in favour of this agreement.

- Information. The Shareholder receives annual audited accounts and quarterly updates.

Initials

General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

Company

SIGNATURE

PRINTED NAME

DATE

Shareholder

SIGNATURE

PRINTED NAME

DATE