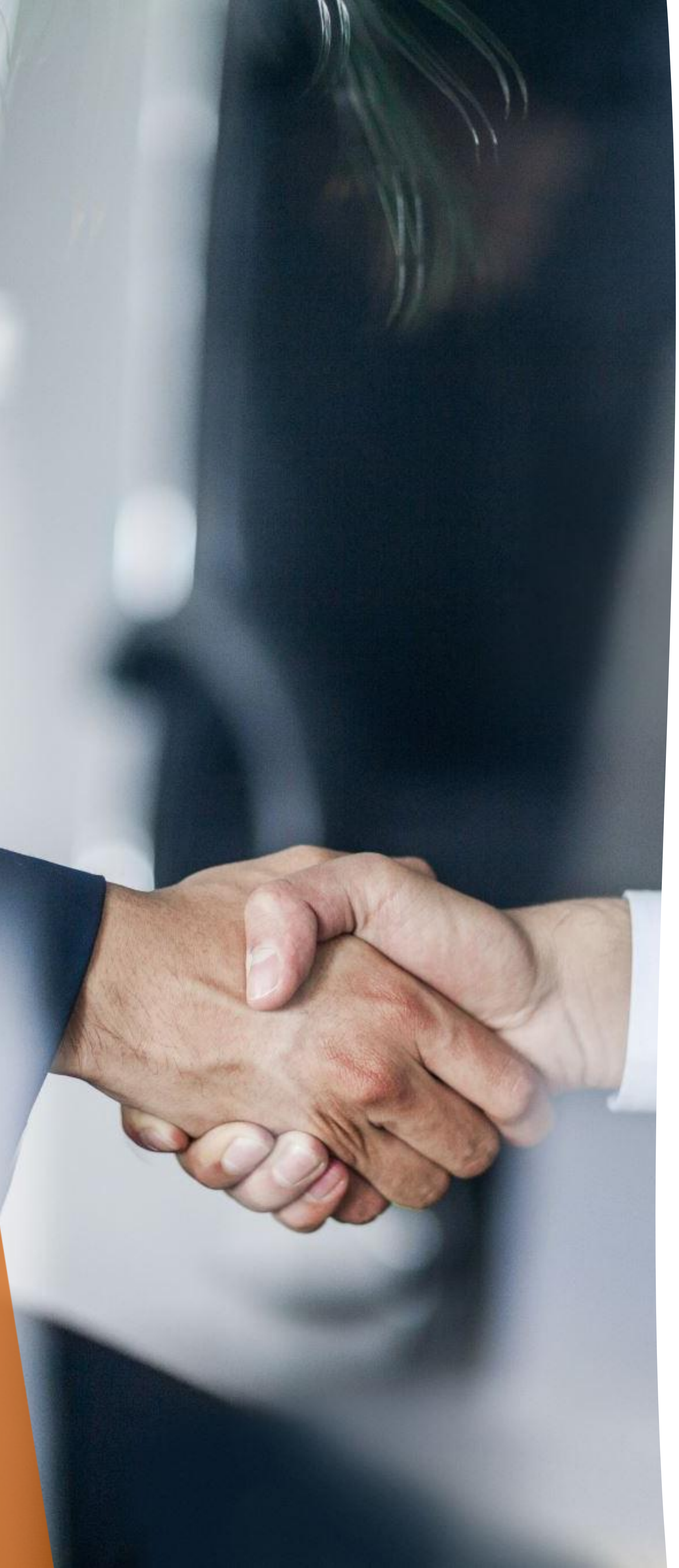

Ten Key Areas to Address in a

Shareholders' Agreement

for a Singapore Company

1. Purpose of the Company

- What are the overarching purpose and scope of the venture?

- Is there a business plan available for reference, possibly as an annex?

2. Capital

- What is the initial total amount of share capital?
- How will equity be distributed?
- In what manner will the parties provide their initial contributions?
- Will rights attached to shares, such as dividends and liquidation preferences, be uniform or vary among the parties?

3. Additional Financing & Guarantees

- What procedures will be put in place for issuing new shares?
- Will there be any commitments for future funding, including provisions for emergency financing?
- Will the parties commit to providing guarantees for the company's financing or other obligations?

4. Governance

- How will the company be governed?
- What board and management structure will be established, and how will directors be appointed or removed?
- Which decisions will require unanimity or a super-majority at the board level, and which will be reserved for shareholder approval?
- What procedures will be implemented to resolve deadlocks?

5. Financial Matters

- What guidelines will govern dividend distribution, accounting standards, and the appointment of auditors?

- What process will be followed for preparing budgets and business plans?

6. Reporting

- ☛ Will there be defined procedures for providing shareholders with financial and management reports?

7. Inter-party Relationship

- Will there be restrictions preventing the parties from competing with the company?
- Will arrangements be made for the secondment of staff from the parties to the company?
- Will the parties provide any services, license technology, or supply products to the company?
- What measures will be in place for confidentiality, data protection compliance, anti-bribery etc?

8. Transfer of Shares

- What provisions should govern a party's ability to transfer its shares in the company?

- Will prior consent be required for any transfer, and will pre-emption rights apply?

- Will put or call options be negotiated?

9. Insolvency/Default/Change of Control

- Will a party have the right to acquire the other party's shares if the other party becomes insolvent?

- Will any special rights apply in the event of a material breach by the other party?

- Will a change of control trigger a call option or other specific rights?

10. Governing Law and Dispute Resolution

- What law will govern the shareholders' agreement?
- How will legal disputes be resolved (e.g., mediation, arbitration, litigation)?

Questions? – Get in touch!

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