This Shareholders’ Agreement (“Agreement”) is made as of [Date] between the shareholders of ABS Company (the “Company”), namely Alice Cooper and Robert Fields (collectively, the “Shareholders”).

**1. Rights and Obligations of Shareholders**

* Each Shareholder shall have voting rights proportional to their shareholding.
* Shareholders agree to act in good faith to promote the Company’s best interests and comply with Company bylaws and policies.
* Each Shareholder has the right to access Company financial records and participate in general meetings.

**2. Transfer Restrictions**

* No Shareholder may transfer, sell, or assign shares without first offering them to the other Shareholder(s) (“Right of First Refusal”) on the same terms as proposed to a third party.
* Transfers to third parties require unanimous Shareholder consent.
* Shares may only be pledged as security with prior written approval from all Shareholders.

**3. Dividend Policy**

* Dividends shall be declared and paid out based on the Company’s profitability and at the discretion of the Board, subject to compliance with applicable laws.
* Dividends will be distributed proportionally according to each Shareholder’s ownership percentage, unless otherwise unanimously agreed.
* The Company may retain earnings for growth, with Shareholders notified of dividend deferral decisions.

**4. Dispute Resolution**

* Any disputes arising under this Agreement shall initially be resolved by negotiation between Shareholders.
* If unresolved within 30 days, the matter shall proceed to mediation with a neutral third party.
* Should mediation fail, disputes shall be submitted to binding arbitration in accordance with the rules of the [applicable arbitration body], with the decision final and enforceable.

*Signed this [Date]*

Alice Cooper, Shareholder

Robert Fields, Shareholder

For ABS Company

Picture of signature

Olivia Wilson

Manager