



SHAREHOLDERS' AGREEMENT

Between

[ABC]

and

[DEF]

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SHAREHOLDERS' AGREEMENT

Day-Month-Year

Between:

[ABC], a [public/private] limited liability company whose registered office is at [•], with the share capital of [•], registered with the National Registrar (*Registo Nacional de Pessoas Colectivas*) and at the Commercial Registry Office (*Conservatória do Registo Comercial*) of [•] under number [•], hereby represented by [•] and [•], with the power to act on its behalf [as members of its board of directors] [under the power of attorney executed on [•]] ("[ABC]"); and

[DEF], a [public/private] limited liability company whose registered office is at [•], with the share capital of [•], registered with the National Registrar (*Registo Nacional de Pessoas Colectivas*) and at the Commercial Registry Office (*Conservatória do Registo Comercial*) of [•] under number [•], hereby represented by [•] and [•], with the power to act on its behalf [as members of its board of directors] [under the power of attorney executed on [•]] ("[DEF]").

Whereas:

- (A) [ABC] holds [•] ([•]) shares, with the nominal value of EUR. [•] ([•] Euro) each, representing [•] per cent of the Company's share capital.
- (B) [ABC] sold to [DEF] and [DEF] bought to [ABC], under a share purchase and sale agreement executed on [•], [•] ([•]) shares of the Company, for the price of EUR. [•] ([•] Euro) per share.
- (C) The share capital of the Company is in the amount of EUR. [•] ([•] Euro), divided into [•] ([•]) common shares with the nominal value of EUR. [•] ([•] Euro) each.

The parties hereby agree to enter into this shareholders' agreement in accordance with the following terms and conditions:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, including, without limitation, the recitals and schedules, the following words and expressions shall have the meanings assigned to them below, except where the context requires otherwise:

- (a) "Agreement" means this shareholders' agreement and the schedules attached hereto, as amended from time to time in accordance with the terms set forth herein;
- (b) "Articles of Association" means the articles of [incorporation] association of the Company attached hereto as Schedule [•];
- (c) "Civil Code" means the Portuguese Civil Code approved by Decree-Law 47334 of 25 November 1966, as amended;
- (d) "Companies Code" means the Companies Code, as approved by Decree-Law 262/86, of September 2, 1986, and the rules and regulations promulgated thereunder;



- (e) "Company" means "[•] S.A.", a public limited liability company, whose registered office is at [•], with a share capital of EUR. [•] ([•] Euro), registered with the National Registrar and at the Commercial Registry Office of [•] under number [•];
 - (f) "Deed of Adherence" means the agreement executed by any future Company's Shareholder in which this Shareholder undertakes to respect the terms and conditions of this Agreement;
 - (g) "Initial Shares" means the [•] nominative Shares, with the nominal value of Eur. [•] each, composing the Company's share capital on the date of this Agreement;
 - (h) "Party" means each of the parties to this Agreement (collectively the "Parties");
 - (i) "Securities Code" means the Securities Code, as approved by Decree-Law 486/99, of November 13, 1999 as amended;
 - (j) "Share Purchase and Sale Agreement" means the share purchase and sale agreement entered executed in [•], under which [ABC] sold to [DEF] [•] ([•]) shares of the Company, for the price of EUR. [•] ([•] Euro) per share;
 - (k) "Shareholders" means [ABC], [DEF] and any transferees of the Shares held by the shareholders, who are required to agree to be bound by the terms and conditions of this Agreement. The term "Shareholder" means any one of the Shareholders and, in the case of a shareholder who is a natural person, the term "Shareholder" shall also include such Shareholder's legal representatives, executors or administrators, when the context so requires; and
 - (l) "Shares" means, collectively, all of the issued shares of the Company, including without limitation the Initial Shares.
- 1.2. References to clauses, recitals and schedules are (unless otherwise stated) to clauses, recitals and schedules of this Agreement and which form part of this Agreement.
- 1.3. Words importing the singular also include the plural and vice versa.
- 1.4. The table of contents and headings to the clauses hereof are for convenience only and should not be used with any interpretative purpose.

2. **SCOPE OF THE AGREEMENT**

This Agreement sets out the Parties' rights and obligations in respect of the organization and management of the Company, the exercise of the corporate rights and the subscription and transfer of Shares.

3. **REPRESENTATIONS**

The Shareholders represent to each other that, except as fairly disclosed in writing to each other prior to the execution of this Agreement:

- (a) All documents required to be filed to incorporate and register the Company have been duly filed; and



- (b) The execution of this Agreement and each of the documents require to be executed by it has been validly authorized and the obligations expressed as being assumed by it under this Agreement constitute valid, legal and binding obligations.

4. **SUBSCRIPTION OF SHARES**

Subject to the terms and conditions of this Agreement, the Shareholders shall subscribe the following common Shares [and preferred Shares] for the following cash amounts:

- (a) [ABC]:

No. of preferred Shares:

No. of common Shares:

Total: EUR. [•]

- (b) [DEF]:

Number of preferred Shares:

Number of common Shares:

Total: EUR. [•]

5. **SHARE CAPITAL INCREASE**

5.1. The Shareholders undertake to vote and to take, individual and jointly, all reasonable steps and resolutions so that the Company makes a share capital increase in the amount of EUR. [•] ([•] Euro) and to enforce the respective resolutions within 30 days after the execution of this Agreement.

5.2. The Shareholders hereby undertake to subscribe the share capital increase as follows:

(a) [ABC] shall subscribe a hundred thousand (100.000) new shares; and

(b) [DEF] shall subscribe fifty thousand (50.000) new shares.

5.3. Each Shareholder undertakes to subscribe and to pay up all shares allotted to it on the same date of the shareholders' resolution approving the share capital increase.

6. **SHAREHOLDERS' LOANS**

6.1. Instead of the subscription for share capital, the Shareholders may resolve to make shareholders' loans (*suprimentos*) to the Company.

6.2. The terms and conditions of the shareholder loans will be as agreed between the Company and the Shareholders, with an interest rate which shall not exceed [•] per cent per annum; the Company shall repay the loans no later than [•].

7. **ACCESSORY CAPITAL CONTRIBUTIONS**

7.1. The Shareholders will vote, individually and jointly, and adopt the necessary measures so that the Company resolves, within in 30 days after the execution of this Agreement, to



demand the Shareholders to make cash and free accessory capital contributions under this clause, to be held within no more than 60 days after the execution of this Agreement.

7.2. The Shareholders undertake to pay the accessory capital contributions on the date set out in the resolution referred to in clause 7.1, as follows:

(a) [ABC]: EUR. 2,000,000 (two million Euro); and

(b) [DEF]: EUR. 1,000,000 (one million Euro).

7.3. The accessory capital contributions will be reimbursed to the Shareholders only when the Company's net position is not and will not be inferior to the sum of capital and legal reserves after their repayment, and provided that the reimbursement does not involve a breach of any financing agreement concluded by the Company.

8. **BOARD OF DIRECTORS**

8.1. The Board of Directors shall be responsible for controlling and setting out the policies and strategy of the Company.

8.2. The Shareholders agree that, except as otherwise provided herein, the Board of Directors of the Company shall consist of five directors. Two directors shall be appointed by [ABC], two directors shall be appointed by [DEF] and the fifth shall be jointly appointed by the parties.

8.3. The Shareholders hereby undertake to approve the resolutions which enforce the obligations assumed under clause 8.2 and to vote against any resolutions which are deemed to oppose to those obligations.

8.4. For the term of office [•], [ABC] and [DEF] will appoint the following directors:

(a) [ABC]: [•] and [•];

(b) [DEF]: [•] and [•]; and

(c) [ABC] and [DEF]: [•].

8.5. Whenever a Shareholder wishes to replace one of the directors appointed by it under this clause, for any reason whatsoever, it shall notify the other Shareholders of such intention, in which case the remaining Shareholders shall be obliged to vote any resolutions necessary to make such replacement effective.

8.6. Whenever a Shareholder has been appointed as a Board member under article 390/4 of the Companies Code, such Shareholder shall have the right to appoint or replace its representative under the law.

8.7. Meetings of the Board shall be held in Portugal or by video conference and convened with a minimum of [five] days' prior notice to all directors, provided that the requirements of the written notice may be waived by unanimous consent of all the directors. The Board shall only meet with a minimum of [two] members and, except as provided in clause 9.1, any resolutions shall only be validly approved if voted by the majority of its members present or represented at such meeting.



8.8. The Company shall at all times maintain a directors' and officers' liability insurance for each director of the Company, with the same features of the insurance agreements usually executed by companies engaged in the same or similar business and in the amounts customarily insured against by such corporations. Each Shareholder shall be jointly and severally liable before the other Shareholder for the acts and omissions of the directors appointed by it, following its appointment, in accordance with the terms of this clause.

9. **SIGNIFICANT BUSINESS DECISIONS OF THE BOARD OF DIRECTORS**

9.1. The Board of Directors of the Company shall not resolve, without the approval of a majority of [four] directors, except when such resolutions have been adopted by the General Meeting, on any of the following issues:

- (a) Approval of the Company's business plan and annual budget and of any amendments to be submitted to the General Meeting;
- (b) Entry into any contracts, arrangements, commitments or any other binding agreement outside the ordinary course of business in excess of EUR [●];
- (c) Purchase, lease or otherwise acquire any amount of securities or assets other than the expenditures budgeted for in the annual budget approved by the Shareholders' Meeting, except for acquisitions of supplies of equipment in the ordinary course of business or which are consistent with past practices;
- (d) Sell, lease, exchange, transfer or disposal of all or of substantial part of its assets (including the share capital of its subsidiaries), save if allowed by the Company's business plan approved by the General Meeting;
- (e) Approval of the Company's business plan and annual budget and of any amendments to be submitted to the General Meeting, in accordance with article [●] of the Articles of Association;
- (f) Except as otherwise contemplated herein, enter into or engage in, or amend or modify the terms of, or terminate any transaction or arrangement between the Company or any of its subsidiaries, on the one hand, and any director of the Company, any relative of any such director or any affiliate of any such director or relative, on the other hand (including, without limitation, any transaction or arrangement regarding his/her employment, appointment or removal as an officer or employee of the Company or any of its subsidiaries); or
- (g) Filing for postponement of payments and insolvency proceedings in respect of the Company and settlements with creditors; and
- (h) Enter into any contract, agreement, arrangement or commitment to do or engage in any of the foregoing.

9.2. In the event the Board does not act in accordance with clause 9.1 the Shareholders shall take the necessary measures to cause his/her resignation or removal from office.



10. ISSUES REQUIRING CONSENT OF THE SHAREHOLDERS

- 10.1. The Shareholders undertake to each other to exercise any powers that might have as Shareholders to vote in favour of any resolutions proposed in the General Meeting and to vote against any resolutions proposed in the General Meeting which might, within their knowledge, either directly or indirectly give rise to a breach of their obligations hereunder.
- 10.2. Notwithstanding that a lesser percentage vote may be required, by the Articles of Association or by law, the Shareholders agree not to take any of the following resolutions approved by at least [●] of the Shareholders' votes:
- (a) Approval of any annual operating or financial budget, operating plans, the business plan and any long term strategic plans;
 - (b) Approval of the Company's annual accounts;
 - (c) Increase, alteration or reduction of the Company's share capital and any other actions that may cause a dilution of voting rights of Shareholders;
 - (d) Approval of the conditions on which accessory capital contributions shall be made available to the Company by the Shareholders;
 - (e) Issue of securities of any nature;
 - (f) Amendment of the Articles of Association;
 - (g) Appointment of the Company's corporate bodies, other than as established in this Agreement;
 - (h) Change of the number of directors;
 - (i) Remuneration status of the Board members;
 - (j) Merger or consolidation with or into any other company (other than transactions solely involving the merger or consolidation of a wholly-owned subsidiary with or into: (i) the Company, or (ii) another wholly-owned subsidiary of the Company);
 - (k) Approval of the transfer of Shares by any Shareholder (to the extent that such approval is required hereunder or under the Articles of Association);
 - (l) Approval for the incorporation of subsidiaries other than as approved in the annual plan/budget or approved business plan, in accordance with article [●] of the Articles of Association; and
 - (m) Approval or adoption of any annual expenditure or capital budget, operating plans, the business plan and any long term strategic plans, in accordance with article [●] of the Articles of Association.

11. PRE-EMPTIVE RIGHTS AT THE SUBSCRIPTION OF NEW SECURITIES

In the event that the Company proposes to sell or otherwise issue Shares (or any warrants, options or rights to acquire Shares or securities convertible into or exchangeable for Shares (collectively, "Convertible Securities"), each holder of Shares shall have the right to acquire that number or amount of such new Shares or Convertible Securities, at the price and upon substantially the same



terms and conditions as such new Shares or Convertible Securities are to be offered or placed by the Company to third parties, as shall enable such Shareholder to maintain, on a fully diluted basis and assuming the conversion of all Convertible Securities in accordance with their terms, the percentage interest held by such Shareholder in the Company immediately prior to such issue.

12. **DIVIDENDS**

The Shareholders shall procure that [none of the profits of the Company available for distribution shall be distributed] [at least 75 percent of the available profits for distribution shall be distributed] by the Company to the Shareholders by way of dividends for [•] ([•]) years from the date of execution of this Agreement, unless otherwise expressly agreed by the Shareholders in writing.

13. **LIMITATIONS ON THE DISPOSAL OF SHARES**

13.1. For a two-year period as from the date of execution of the Share Purchase and Sale Agreement, each Shareholder agrees and acknowledges that such Shareholder will not, directly or indirectly, offer, sell, assign, pledge, encumber or otherwise transfer any Shares or solicit any offers to purchase or otherwise acquire or make a pledge of any Shares unless such offer, sale, assignment, pledge encumbrance or other transfer complies with the provisions of this Agreement.

13.2. No Shareholder shall sell, assign, pledge, encumber or otherwise transfer any shares to any person (regardless of the manner in which such Shareholder initially acquired such shares) ("Transferee"), unless such Transferee shall have executed and delivered to the Company, as a condition precedent to any acquisition of Shares, an instrument in form and substance satisfactory to the Company confirming that such transferee takes such Shares subject to all the terms and conditions of this Agreement and agrees to be bound by the terms of this Agreement., for which purpose it shall execute and deliver an Adherence Agreement, in accordance with Schedule II attached hereto. [The Shareholder undertake to vote against any resolution consenting to the transfer of Shares to a Transferee who did not adhere to this Agreement.]

13.3. Except as specifically contemplated hereby, no Shareholder shall grant any proxy or enter into or agree to be bound by any voting trust with respect to any Shares nor shall any Shareholder enter into any Shareholder agreements or arrangements of any kind with any person with respect to any Shares inconsistent with the provisions of this Agreement, including but not limited to, agreements or arrangements with respect to the acquisition, disposition or voting of Shares, nor shall any Shareholder Agreement, for any reason, as a member of a group or in concert with any other persons in connection with the acquisition, disposition or voting of Shares in any manner which is inconsistent with the provisions of this Agreement.

14. **PRE-EMPTIVE RIGHTS AT THE SALE OF SHARES**

14.1. Any Shareholder (the "Selling Shareholder") who receives and wishes to accept an offer to sell, assign or otherwise transfer any Shares shall first give written notice (a "Seller's Notice") to the other Shareholder stating the identity of the prospective purchaser, the number of



Shares to be transferred (the "Offered Shares"), the price and the payment conditions. In case of payments in kind the Seller's Notice shall indicate the relevant market value of same and the criteria utilized for the assessment of such value, with a display of a certified survey ("the Offer Price").

- 14.2. Upon receipt of the Seller's Notice, the other Shareholder shall have the option to purchase the Offered Shares for a period of 30 days after receipt of the notice.
- 14.3. If the Seller's Notice shall be duly given, and if the offered Shareholder shall not exercise its option, then the selling Shareholder shall be free, from the date the selling Shareholder shall have received written notice from the other Shareholder stating its intention not to exercise the rights granted under clause 14.2.

15. **CONFIDENTIALITY**

- 15.1. Each Shareholder shall use its best efforts to keep in strict confidence, and shall bind all its employees and agents to keep in strict confidence, all information or documents relating to the Company or relating to the business and financial affairs of the other Parties, including but not limited to, information or documents relating to sales, trade secrets, customers, industrial and intellectual property, financial and accounting details, legal and technical matters, employees, and arrangements with suppliers (the "Confidential Information"). No Shareholder shall, save as hereinafter provided, use or disclose any such Confidential Information other than for the purposes of implementing the Project or as expressly permitted by this Agreement.
- 15.2. The foregoing restriction shall not apply to:
 - (a) Information which at the time of disclosure is generally available to the public;
 - (b) The Confidential Information which is required by law to be disclosed;
 - (c) Information which the receiving Shareholder can show was in its possession prior to the disclosure and which was not acquired directly or indirectly from any other Shareholder; and
 - (d) Information which the receiving Shareholder can show was received by it after the time of disclosure from any Party without any obligation of confidentiality and which was not acquired directly or indirectly from any other Shareholder(s).
- 15.3. The confidentiality obligations set out in this clause shall survive for a period of [five] years after the termination of this Agreement.
- 15.4. Each Member shall impose the same confidentiality obligations set out in this clause 15 upon its Affiliates, vendors and other third parties who are in association with it and may have access to any Confidential Information during the term of this Agreement.

16. **INFORMATION COVENANT**

- 16.1. The Parties agree that a director shall be permitted from time to time to disclose to the Shareholder and its managers and professional advisers information concerning the business and financial affairs of the Company to disclose any of that information in order



to fulfil the reporting requirements to which they are contractually or otherwise legally bound.

16.2. Without limiting the foregoing, the Company will provide each of the Shareholders with the following financial and business information relating to the Company:

- (a) As soon as available and in any event no later than [90] days after the end of each fiscal year, a true and complete copy of the balance sheet and the related statements of operations and cash flows of the Company as of and for the fiscal year then ended, together with the notes relating thereto, all in reasonable detail and accompanied by (i) a report thereon by the Company's auditors, which report shall be unqualified as to scope of audit and shall state that such financial statements present fairly in all material respects the financial position and (ii) a letter from the chief financial officer of the Company discussing in reasonable detail such financial statements and the revenues and operations of the Company during such fiscal year;
- (b) As soon as available and in any event no later than [30] days after the end of (i) each month, in the case of the first 12 calendar months following the date hereof, and (ii) each fiscal quarter including, without limitation, the last month or quarter, as the case may be, of the Company's fiscal year, a true and complete copy of the balance sheet and related statements of operations, cash flows, revenues and operations of the Company as of and for the period then ended, together with the notes relating thereto, a certificate of the chief financial officer of the Company that such financial statements fairly present the financial condition, results of operations and cash flows of the Company as of the date thereof, in accordance with generally accepted accounting principles consistently applied, subject only to normal year-end audit adjustments; and
- (c) With reasonable promptness all other information concerning the business and operations and affairs of the Company as the Shareholders may reasonably request.

17. **TRANSACTIONS WITH SHAREHOLDERS**

17.1. When issuing requests for proposals in connection with the provision of services or supply of products and/or equipment which fall within the scope of activity of any of the Shareholders, the Company shall request a proposal from such Shareholder, which shall be treated as a preferred supplier, provided that this Shareholder offers terms and conditions no less favourable than those contained in the most favourable, available and acceptable offer.

17.2. The Shareholders hereby agree that the Company shall develop and implement policies and procedures acceptable to all the Shareholders, to ensure that any provision of services or sale of equipment or similar or related transaction by any of the parties or any of their affiliates to the Company proposed to be entered into after the date hereof are entered into upon terms consistent with an arm's length transaction.



18. DURATION AND TERMINATION

18.1. This Agreement shall be deemed effective as from [•] and shall remain in force until [•] (the "Termination Date").

18.2. Upon the Termination Date, and unless otherwise agreed between the Parties, the Company shall be wound-up and the proceeds of the liquidation shall be distributed in accordance with the shareholdings held by each Shareholder at that time.

19. AMENDMENTS

This Agreement shall not be amended or modified in any way other than by an agreement in writing executed by a duly authorised representative of each of the Shareholders.

20. NOTICES AND ANNOUNCEMENTS

20.1. All notices and communications required or permitted to be given to any Shareholder under this Agreement shall be made in writing and sent to the following addresses, fax numbers or email addresses:

(a) [ABC]:

Attention: [•]

Address: [•]

Telecopy: [•]

Email: [•]

(b) [DEF]:

Attention: [•]

Address: [•]

Telecopy: [•]

Email: [•]

20.2. Any such notice or notification shall take effect:

(a) If by post, at the time of delivery, safe if delivered after 4 p.m., in which case it shall take effect by 10 a.m. of the following business day; and

(b) If by fax or e-mail (with delivery receipt), at the time of despatch.

20.3. Each Shareholder shall promptly notify the other Shareholders of any change in any such details.

20.4. No Shareholder shall make any press or other public announcement concerning any aspect of this Agreement without first obtaining the agreement of the other Shareholders to the text of that announcement.



21. GOVERNING LAW AND ARBITRATION

- 21.1. This Agreement is construed under and shall be governed by the laws of Portugal.
- 21.2. Any difference or dispute between the Parties (or their respective representatives) which, at any time arises out of or in connection with this Agreement, shall, failing any agreement to settle it in any other way, be referred for decision to an arbitrator to be agreed among the parties. In the event of failure to agree an arbitrator, the difference or dispute shall be referred to and finally resolved by arbitrators appointed under the Arbitration Rules of the International Chamber of Commerce ("ICC").
- 21.3. The costs of any arbitration pursuant to clause 21.2 above shall be met equally by each party to the dispute.

22. MISCELLANEOUS

- 22.1. Save as expressly provided in this Agreement, in the case of any conflict between this Agreement and the Articles of Association, this Agreement shall prevail on all the Parties. Each Shareholder agrees that it will, if so requested by other Shareholders, exercise all rights available to it as a Shareholder of the Company to approve any necessary amendments to the Articles of Association to remove that conflict.
- 22.2. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity, legality or enforceability of the remainder of this Agreement or the validity, legality or enforceability of any provision of this Agreement, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.
- 22.3. Any stamp duty or other taxes due in connection with this Agreement shall be paid by the Parties pursuant to the applicable legal provisions.

Executed in [●] on [day] [Month] [Year]

By and on behalf of: [ABC]

[Name]

[Title]

By and on behalf of: [DEF]

[Name]

[Title]



SCHEDULE I
Articles of Association



SCHEDULE II
DEED OF ADHERENCE