

# DRAFT: CAPITAL CONTRIBUTION SHAREHOLDER AGREEMENT

## 1. PARTIES

This Capital Contribution Shareholder Agreement ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

- [Company Name], a company incorporated under the laws of [Jurisdiction], with its principal office at [Address] ("Company"); and
- [Shareholder Name], residing at [Shareholder Address] ("Shareholder").

## 2. PURPOSE

The purpose of this Agreement is to record the terms upon which the Shareholder agrees to make a capital contribution to the Company in return for shares.

## 3. CAPITAL CONTRIBUTION

The Shareholder agrees to contribute the following amount to the Company:

- **Amount:** \$\_\_\_\_\_
- **Due Date:** \_\_\_\_\_
- **Payment Method:** \_\_\_\_\_

## 4. ISSUANCE OF SHARES

In consideration for this capital contribution, the Company shall issue to the Shareholder:

- **Number of Shares:** \_\_\_\_\_
- **Class of Shares:** \_\_\_\_\_

## 5. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the legal power and authority to enter into this Agreement and perform its obligations hereunder.

## 6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of [Jurisdiction].

## 7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter, and supersedes all prior understandings, representations, or agreements.

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Authorized Representative

For and on behalf of [Company Name]

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Shareholder

### **Important Notes on Capital Contribution Shareholder Agreements:**

- Should be reviewed by a qualified lawyer before signing.
- Clarifies the terms and legal obligations relating to capital contributions and share ownership.
- Specifies payment details and consequences of non-payment.
- Ensure company records and share register are accurately updated post-signing.
- May need to be filed or notified to authorities depending on jurisdiction.