

# Equity Investment Shareholder Agreement

## 1. Parties

This Shareholder Agreement ("Agreement") is made and entered into as of [Date], by and among the following parties:

**Company:** [Company Name], a company registered under the laws of [Jurisdiction].

**Shareholder(s):** [Name(s) of Investor(s)], collectively referred to as "Shareholders".

## 2. Recitals

WHEREAS, the Investor agrees to subscribe for and purchase certain shares of the Company, and the Company agrees to issue such shares subject to the terms and conditions set forth herein.

## 3. Subscription & Issuance of Shares

1. The Investor shall subscribe for [Number] [Class/Type] shares in the Company at the subscription price of [Amount] per share, totaling [Total Amount].
2. The Company shall promptly issue and allocate said shares to the Investor against receipt of payment.

## 4. Representations & Warranties

1. The Company represents that it is duly organized, validly existing, and has the authority to issue shares.
2. The Investor represents that the purchase is for investment purposes and not for resale or distribution.

## 5. Rights & Obligations of Shareholders

1. Shareholders have the right to attend meetings, vote, and receive dividends in proportion to their shareholding.
2. Shareholders agree to be bound by the Company's articles of association and this Agreement.

## 6. Transfer of Shares

1. No Shareholder may transfer shares without offering them first to existing Shareholders, on the same terms ("Right of First Refusal").
2. Transfers are subject to approval by the Board of Directors and compliance with applicable laws.

## 7. Confidentiality

All parties shall keep confidential all proprietary or sensitive information obtained during the course of this investment.

## 8. Dispute Resolution

Any dispute arising from this Agreement shall be resolved by negotiation, failing which it shall be referred to [Arbitration/Mediation, specify jurisdiction].

## 9. Governing Law

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

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**Authorized Signature (Company)**

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**Signature (Shareholder)**

**Important Notes:**

- This is a sample format and should be tailored to the specific transaction and local laws.
- Legal consultation is strongly recommended before signing any binding agreement.
- All monetary amounts, share numbers, and company provisions must reflect the actual deal terms.
- Additional clauses (e.g., drag-along, tag-along, anti-dilution) may be included as needed.
- Proper execution and registration (if required) are necessary for enforceability.