

# Model Format of Shareholders' Capital Investment Agreement

This Shareholders' Capital Investment Agreement ("Agreement") is entered into as of **[Date]** by and between:

1. **[Name of Company]**, a company incorporated under the laws of **[Jurisdiction]**, having its registered office at **[Address]** ("Company");
2. **[Name of Shareholder 1]**, residing at **[Address]**;
3. **[Name of Shareholder 2]**, residing at **[Address]**;
4. **[Additional Shareholders as applicable]**;

Collectively referred to as the "Parties" and individually as a "Party."

## 1. Purpose

The Parties are entering into this Agreement to set forth the terms and conditions of capital investment by the Shareholders in the Company and to regulate their mutual rights and obligations as shareholders.

## 2. Capital Contribution

1. Each Shareholder agrees to contribute capital to the Company as set out below:
  - **[Shareholder 1]**: [Amount and Currency]
  - **[Shareholder 2]**: [Amount and Currency]
  - **[Other Shareholders]**: [Amount and Currency]
2. The Company shall issue to each Shareholder fully-paid and non-assessable shares in the Company's capital stock in proportion to their respective contributions.

## 3. Rights and Obligations

- Each Shareholder shall have rights to dividends and voting as per the proportion of shares held.
- Shareholders undertake not to transfer, assign, or encumber their shares except as provided in this Agreement.
- The Company shall use the invested capital solely for its business operations as approved by the Board of Directors.

## 4. Transfer of Shares

- No Shareholder shall transfer shares to any third party without offering them first to existing Shareholders on equal terms (right of first refusal).

## 5. Management

- The management of the Company shall be vested in the Board of Directors, constituted as per the Company's Articles of Association.

## 6. Confidentiality

- Each Party agrees to keep all information regarding the Company and this Agreement strictly

confidential.

## 7. Governing Law and Dispute Resolution

- This Agreement shall be governed by and construed in accordance with the laws of **[Jurisdiction]**.
- Any dispute arising out of or relating to this Agreement shall be resolved by arbitration in accordance with **[Arbitration Rules / Jurisdiction]**.

## 8. Miscellaneous

- This Agreement constitutes the entire understanding between the Parties with respect to its subject matter.
- Any amendments to this Agreement must be in writing and signed by all Parties.
- If any provision is found invalid or unenforceable, the remaining provisions will remain in full force and effect.

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Authorized Signatory,  
[Company Name]

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Shareholder 1

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Shareholder 2

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Additional Shareholder

### Important Notes:

- This is a sample format; legal advice is recommended for actual agreements.
- Detailing shareholder rights, restrictions, and dispute mechanisms is crucial to avoid future conflicts.
- All monetary amounts, share allocations, and governing law should be specified clearly.
- Ensure compliance with local corporate laws before finalizing and executing the agreement.