

# Sample Shareholder Agreement for Funding Participation

This Shareholder Agreement ("Agreement") is made and entered into as of [Date], by and among the following parties (collectively, "Shareholders") and [Company Name], a [State/Country] corporation ("Company").

## 1. Purpose

The purpose of this Agreement is to govern the rights and obligations of the Shareholders with regard to participation in the funding and ownership of the Company.

## 2. Shareholder Contributions & Participation

- Initial Funding:** Each Shareholder shall contribute the following amounts to the Company upon execution of this Agreement:

Shareholder	Contribution Amount	Percentage Ownership
[Shareholder 1 Name]	[Amount]	[XX%]
[Shareholder 2 Name]	[Amount]	[XX%]

- Additional Funding:** Any additional funding requirements shall be agreed upon in writing by all Shareholders, specifying the terms and conditions of such funding.

## 3. Rights and Obligations of Shareholders

- Each Shareholder shall have voting rights proportional to their ownership percentage.
- Share transfers require written consent of the majority of Shareholders.
- Shareholders agree not to transfer, pledge, or encumber their shares except as permitted by this Agreement.

## 4. Management and Governance

- The business and affairs of the Company shall be managed by a Board of Directors elected as per the ownership percentages.
- Major decisions, including mergers, acquisitions, and amendments to this Agreement require approval by [specify: all/majority] Shareholders.

## 5. Dispute Resolution

Any disputes arising out of or in connection with this Agreement shall be resolved through [arbitration/mediation] in accordance with the rules of [Specify Institution].

## 6. Miscellaneous

- This Agreement constitutes the entire agreement among the Shareholders with respect to the subject matter hereof.
- This Agreement shall be governed by and construed in accordance with the laws of [State/Country].
- Amendments to this Agreement must be in writing and executed by all Shareholders.

## Signatures

[Shareholder 1 Name]  
Date: \_\_\_\_\_

[Shareholder 2 Name]  
Date: \_\_\_\_\_

### Important Notes:

- This document is a template and should be tailored to specific requirements and regulations.
- Legal counsel is recommended to ensure compliance with local laws and correct structuring.
- Clear definition of ownership, funding responsibilities, and dispute resolution is critical.
- All parties should fully understand the rights and obligations described before signing.