

# Capital Investment Shareholder Agreement

Date: \_\_\_\_\_

Parties:

1. **The Company:** [Company Name], a [type of legal entity] organized under the laws of [Jurisdiction];
2. **Shareholders:** [List of Shareholder Names and Addresses]

## Recitals

WHEREAS, the Parties wish to enter into this Agreement to set forth the terms and conditions of their mutual rights and obligations as shareholders of the Company following a capital investment;

## 1. Definitions

1.1. **"Agreement"** means this Capital Investment Shareholder Agreement.

1.2. **"Shares"** means ordinary shares of the Company.

## 2. Capital Investment

### 1. 2.1. Investment Amount.

Each Shareholder agrees to invest the following amount into the Company:

- [Shareholder #1]: [Amount]
- [Shareholder #2]: [Amount]
- [Additional Shareholders as applicable]

### 2. 2.2. Use of Proceeds.

The Company shall use the invested funds for the following purposes: [Insert Purpose].

## 3. Shareholder Rights

### 1. 3.1. Voting Rights.

Shareholders shall have the right to vote based on the number and class of their Shares.

### 2. 3.2. Dividend Rights.

Any declared dividends shall be distributed according to shareholding percentages.

### 3. 3.3. Information Rights.

Shareholders are entitled to receive periodic reports and inspect Company books.

## 4. Transfer of Shares

No Shareholder may transfer any Shares without prior written consent of [the Board of Directors / the Majority Shareholders].

## 5. Governing Law

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

## 6. Miscellaneous

1. **6.1. Entire Agreement.** This Agreement constitutes the entire understanding of the Parties and supersedes all prior agreements.

2. **6.2. Amendment.** Any amendment must be in writing and signed by all Parties.
3. **6.3. Counterparts.** This Agreement may be executed in any number of counterparts.

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[Company Representative Name]  
[Title]

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[Shareholder #1 Name]

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[Shareholder #2 Name]

## Important Notes

- This template should be tailored to the specific investment and structure of the company.
- Legal advice is recommended to ensure compliance with local laws and regulations.
- Consider addressing dispute resolution mechanisms explicitly in the agreement.
- The agreement should reflect agreed valuation, funding schedules, and exit provisions.
- Ensure all parties review and sign the agreement for it to be enforceable.