

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.

[Company Representative Name]

[Title]

[Shareholder #1 Name]

[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.