

# Minority Shareholder Capital Contribution Agreement

This Minority Shareholder Capital Contribution Agreement ("Agreement") is entered into as of \_\_\_\_\_, by and between:

- A. **[Company Name]**, a corporation duly organized and existing under the laws of [State/Country], with its principal office at [Address] (hereinafter referred to as the "Company"); and
- B. **[Shareholder Name]**, an individual/firm with identification number [ID Number] and address at [Shareholder Address] (hereinafter referred to as the "Minority Shareholder").

## 1. Purpose

The Minority Shareholder agrees to make a capital contribution to the Company subject to the terms and conditions provided herein.

## 2. Capital Contribution

- a. The Minority Shareholder agrees to contribute an amount of \_\_\_\_\_ [currency] to the share capital of the Company.
- b. The contribution shall be made by wire transfer or other mutually agreeable form of payment no later than \_\_\_\_\_.

## 3. Issuance of Shares

- a. Upon receipt of the capital contribution, the Company shall issue to the Minority Shareholder \_\_\_\_\_ shares of the Company, representing a \_\_\_\_\_ % ownership.
- b. The new shares shall carry the same rights and obligations as existing shares, except as otherwise provided herein or in the Company's governing documents.

## 4. Representations and Warranties

- a. The Minority Shareholder represents that they have full authority to enter into this Agreement and make the capital contribution outlined herein.
- b. The Company represents that the issuance of shares contemplated by this Agreement does not violate any applicable laws or the Company's governing documents.

## 5. Miscellaneous

- a. This Agreement shall be governed by and construed in accordance with the laws of [State/Country].
- b. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings.
- c. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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For the Company

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

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**Minority Shareholder**

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

**Important Notes:**

- Always review the company's articles of association and shareholder agreements before executing a capital contribution.
- Consult with legal and financial advisors to understand potential risks and minority shareholder protections.
- Carefully define the rights and obligations attached to the new shares issued.
- Retain evidence of the funds transfer and share issuance for record-keeping purposes.
- Ensure compliance with local corporate governance and securities regulations.