

Shareholder Capital Subscription Agreement

This Shareholder Capital Subscription Agreement ("Agreement") is entered into as of **[Date]** ("Effective Date") by and between:

- **[Company Name]**, a company incorporated under the laws of **[Jurisdiction]** with its principal office at **[Address]** (the "Company"); and
- **[Subscriber Name]**, residing at **[Subscriber Address]** (the "Subscriber").

1. Subscription

Subject to the terms and conditions hereof, the Subscriber hereby subscribes for, and the Company hereby agrees to issue and allot to the Subscriber, **[Number of Shares]** ordinary shares (the "Shares") at a subscription price of **[Price Per Share]** **[Currency]** per Share for a total consideration of **[Total Amount]** **[Currency]**.

2. Payment of Subscription Price

The Subscriber shall pay the total subscription amount no later than **[Deadline Date]** by wire transfer or such other means as agreed by the Company.

3. Representations and Warranties

Each Party represents and warrants that:

- It has the power, authority, and capacity to enter into this Agreement.
- Execution of this Agreement does not breach any other agreement or obligation.
- All information provided is true and accurate to the best of its knowledge.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **[Jurisdiction]** without regard to its conflict of laws principles.

5. Miscellaneous

- Any notice under this Agreement shall be in writing and delivered to the addresses stated above.
- This Agreement may only be amended in writing signed by both Parties.
- This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[Company Name]

By: **[Authorized Signatory]**

[Subscriber Name]

Important Notes:

- Legal advice is recommended before entering into a subscription agreement.
- All terms, payment details, and share classes should be clearly defined.
- Ensure compliance with local securities laws and company articles of association.
- Retain signed copies for both parties' records.
- This template should be tailored to your specific company circumstances.