

Shareholders Agreement

For Investment Rounds

This Shareholders Agreement ("Agreement") is entered into as of [Date] by and among:

1. **[Company Name]**, a company incorporated under [Jurisdiction], having its registered office at [Registered Address] ("Company");
2. **[Founder 1]** of [Address];
3. **[Founder 2]** of [Address];
4. **[Investor(s)]** as listed in Schedule 1 attached hereto.

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions regarding the rights, obligations, and restrictions in connection with the ownership, management, and control of the Company during, and following, the investment round(s).

2. Share Capital Structure

- Authorized Share Capital: [Amount and Type]
- Pre-Investment Shareholding: [Table or Description]
- Post-Investment Shareholding: [Table or Description]

3. Investment Terms

- Amount to be Invested: [Amount in words and figures]
- Subscription Price per Share: [Price]
- Closing Date: [Date]
- Conditions Precedent to Closing: [Description of requirements]

4. Board & Governance

- Composition of Board: [Number of Directors, representation]
- Reserved Matters: [List of decisions requiring special approval]
- Voting Rights: [Mechanism]

5. Transfer of Shares

- Lock-in Period: [Duration]
- Right of First Refusal (ROFR): [Terms]
- Tag-Along and Drag-Along Rights: [Terms]

6. Exit Provisions

- Public Offering, Acquisition, or Other Exit: [Terms]

7. Confidentiality & Non-Compete

Each party agrees to keep confidential all proprietary information and not to compete with the Company as outlined herein.

8. Miscellaneous

- Governing Law: [Jurisdiction]
- Dispute Resolution: [Arbitration/Mediation details]
- Entire Agreement and Amendments

9. Signatures

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

[Founder 1 Name]

[Founder 2 Name]

Authorized Signatory, [Company Name]

[Investor Name/Representative]

Important Notes

- This is a sample template and must be tailored to fit the specifics of any investment round.
- Consult with legal counsel to ensure jurisdictional compliance and alignment with business objectives.
- Key terms such as governance, share transfer restrictions, and exit rights are critical for all parties.
- Ensure all schedules and annexures (e.g., investor list, cap table) are attached and accurate.
- Execution by all parties is mandatory for enforceability.