

# Shareholder Agreement for New Capital Investment

This Shareholder Agreement ("Agreement") is made and entered into as of **[Date]**, by and among:

**[Company Name]**, a company incorporated under the laws of **[Jurisdiction]** with its registered office at **[Address]** (the "Company")

and

The parties listed in the shareholder table below (the "Shareholders").

## 1. Definitions

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings assigned to them as follows:

- **New Capital Investment** means the aggregate amount invested by the New Investor(s) as per the terms of this Agreement.
- **Shares** means ordinary shares of the Company, having such rights as set out in the Company's Articles of Association.

## 2. Shareholding Structure

Shareholder Name	Type of Shares	No. of Shares Before Investment	No. of Shares After Investment	Percentage (%) After Investment
[Existing Shareholder 1]	Ordinary	[X]	[Y]	[Z%]
[New Investor]	Ordinary	0	[A]	[B%]

## 3. Subscription and Allotment of Shares

The New Investor agrees to invest the sum of **[Amount]** in exchange for **[Number]** ordinary shares of the Company, which will be allotted pursuant to the Company's Articles of Association.

## 4. Rights and Obligations of Shareholders

- All Shareholders agree to be bound by the Company's Articles of Association.
- Decisions concerning material business matters will require the approval of at least [X]% of the shareholders.
- Dividend distribution, voting rights, and other entitlements shall be in accordance with respective shareholdings.

## 5. Transfer of Shares

- No Shareholder shall transfer, sell, assign, or otherwise dispose of any shares except in accordance with the terms set forth herein and the Articles of Association.
- Right of First Refusal applies to all Shareholders prior to any transfer to a third party.

## 6. Confidentiality

All parties agree to maintain confidentiality of all proprietary and sensitive information relating to the Company, except as may be required by law.

## 7. Term and Termination

- This Agreement shall remain in force until terminated by mutual agreement of all Shareholders or as otherwise provided in the Articles of Association.

### IN WITNESS WHEREOF

The parties hereto have caused this Agreement to be executed as of the date first above written.

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[Existing Shareholder 1]

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[New Investor]

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[For Company: Name, Title]

### Important Notes:

- This is a sample format and should be customized to fit the specific circumstances and jurisdiction.
- All terms and conditions should be carefully reviewed by legal counsel before execution.
- Shareholder agreements may have significant legal and tax consequences.
- Attach relevant schedules, such as cap tables and Articles of Association, as needed.
- All monetary values and percentages should be accurately completed by the parties.