

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.

[Existing Shareholder 1]

[New Investor]

[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.