

Convertible Note Shareholder Agreement

This Convertible Note Shareholder Agreement (the "Agreement") is made as of [Date] by and between:

Company Name	
Company Address	
Shareholder(s)	
Shareholder Address	

1. INTRODUCTION

WHEREAS, the Company desires to issue a convertible promissory note to the Shareholder(s) (the "Noteholder") under the terms set forth in this Agreement;

NOW, THEREFORE, the parties agree as follows:

2. PRINCIPAL TERMS

- Principal Amount:**
- Interest Rate:**
- Maturity Date:**
- Conversion Terms:** Upon qualified financing or at maturity, the Noteholder has the right to convert the outstanding principal and interest into equity shares of the Company as per terms described below.

3. CONVERSION EVENT

Upon the occurrence of a qualified financing event, the outstanding principal and accrued interest of the Note shall automatically convert into shares of the Company at a conversion price of [Conversion Price / Discount] per share or in accordance with the agreed valuation cap of [Valuation Cap, if any] .

4. WARRANTIES AND REPRESENTATIONS

- Each party warrants that it has the authority to execute this Agreement.
- The Noteholder is acquiring the Note for investment purposes only.
- The Company has the full power to issue the Note pursuant to this Agreement.

5. COVENANTS

- The Company shall provide the Noteholder with annual and quarterly financial statements.
- No dividends shall be paid until the Note is fully repaid or converted, except as otherwise provided.

6. MISCELLANEOUS

- This Agreement shall be governed by the laws of [Jurisdiction] .
- Any amendments must be in writing and signed by both parties.
- If any provision is declared invalid, the rest of this Agreement remains in effect.

Authorized Signatory, Company

Shareholder

Date: