

# **SERIES A INVESTMENT SHAREHOLDER AGREEMENT**

*This Shareholder Agreement ("Agreement") is entered into as of [Date] by and among [Company Name], a [Jurisdiction] corporation (the "Company"), and the undersigned Series A Investors and Founders (collectively, the "Shareholders").*

## **1. Definitions**

- "Shares" means ordinary shares and Series A Preferred Shares of the Company.
- "Board" means the Board of Directors of the Company.
- "Investor" refers to each signatory investing in Series A Shares.

## **2. Share Capital and Share Issuance**

1. The Company will issue up to [Number] Series A Preferred Shares at a price per share of [Price] to Investors listed in Annex A.
2. Series A Preferred Shares shall have the rights, preferences, and privileges described in Schedule 1.

## **3. Board of Directors**

1. The Board shall initially consist of [Number] directors.
2. Series A Investors shall have the right to appoint [Number] directors.
3. Founders shall have the right to appoint [Number] directors.

## **4. Transfer of Shares**

1. No Shareholder may transfer, assign, pledge or otherwise dispose of Shares except as permitted by this Agreement.
2. Right of first refusal: If a Shareholder intends to transfer Shares, the Company and remaining Investors shall have a right of first refusal.

## **5. Drag-Along and Tag-Along Rights**

1. Drag-Along: In the event of a sale approved by [Threshold]% of the Series A Investors, all Shareholders shall consent to and participate in the sale.
2. Tag-Along: If Founders or other Shareholders sell Shares to a third party, Series A Investors may elect to participate proportionally.

## **6. Information Rights**

1. Investors will receive quarterly and annual financial statements and access to inspect Company records upon reasonable notice.

## 7. Confidentiality and Non-Compete

1. Shareholders shall not disclose confidential information of the Company.
2. Founders agree not to engage in any competing business during and [Number] years after their relationship with the Company.

## 8. Miscellaneous

1. This Agreement shall be governed by the laws of [Jurisdiction].
2. Amendments require the written consent of [Threshold]% of the Series A Investors and the Company.
3. If any clause is found unenforceable, the remainder of the Agreement will remain in effect.

## Annex A - List of Series A Investors

Name	Address	Number of Shares
[Investor 1]	[Address]	[Shares]
[Investor 2]	[Address]	[Shares]

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[Name, Company]

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[Name, Investor]

*[Add additional schedules and annexes as required]*