

SERIES A INVESTMENT SHAREHOLDER AGREEMENT

This Shareholder Agreement (the "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]

[Name, Company]

[Name, Investor]

[Add additional schedules and annexes as required]