

Venture Capital Shareholder Agreement

Date: _____

This Venture Capital Shareholder Agreement ("Agreement") is made between:

- **Company:** [Company Name], a [Jurisdiction] corporation, with registered offices at [Address]
- **Investor:** [Investor Name], with principal offices at [Address]
- **Other Shareholders:** [Names & Details, if applicable]

1. Definitions

In this Agreement, unless the context otherwise requires:

- **Shares** means the ordinary shares of [Company Name].
- **Board** means the board of directors of the Company.
- **Investor** means the Venture Capital Investor party to this Agreement.

2. Share Subscription

1. The Investor agrees to subscribe for [Number] Shares at a price of [Price] per Share.
2. The subscription shall be completed upon the execution of this Agreement and payment by the Investor.

3. Board Representation

1. The Investor shall be entitled to appoint one (1) director to the Board for as long as it holds at least [x]% of the Company's issued Shares.
2. Any appointment or removal of such director shall be in writing.

4. Transfer of Shares

1. No Shareholder shall transfer any Shares except in accordance with the terms of this Agreement.
2. Any transfer of Shares is subject to a right of first refusal in favor of the other Shareholders.
3. If multiple Shareholders wish to exercise the right of first refusal, the Shares shall be allocated pro rata.

5. Drag-Along and Tag-Along

1. **Drag-Along:** If holders representing at least [insert]% of the Shares accept a bona fide offer, other Shareholders shall also be required to sell their Shares on the same terms.
2. **Tag-Along:** If any Shareholder proposes to sell Shares, the Investor shall have the right to join the sale under the same terms and conditions.

6. Confidentiality

Each party undertakes to keep all confidential information regarding the Company and the terms of this Agreement strictly confidential.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

8. Miscellaneous

1. This Agreement may only be amended in writing signed by all parties.
2. This Agreement binds and benefits the parties and their respective permitted successors and assigns.
3. If any term is held invalid, the remainder of this Agreement shall remain in effect.

[Company Name] â€“ Authorized Signatory

[Investor Name] â€“ Authorized Signatory

[Other Shareholder Name, if applicable] â€“ Authorized Signatory