Angel Investor Shareholder Agreement

This Angel Investor Shareholder Agreement ("Agreement") is entered into as of , by and among:

- The Company:
- Registered Office:
- · Angel Investor:
- Existing Shareholders:

1. Recitals

2. Subscription for Shares

- 1. The Angel Investor subscribes for ordinary/preferred shares in the Company at a price of per share, totaling.
- 2. Completion of investment shall occur on .

3. Warranties & Representations

- 1. The Company represents and warrants that:
 - o It is duly incorporated and validly existing.
 - The issued shares are fully paid and non-assessable.
 - There are no outstanding options or agreements to issue shares except as disclosed.
- 2. The Angel Investor warrants that:
 - The funds provided are not derived from any illegal activity.

4. Board of Directors

- 1. The Angel Investor is entitled to appoint director(s) to the board, for so long as the Angel Investor holds at least % of the issued shares.
- 2. Board meetings shall be held at least times per annum.

5. Information & Reporting

- 1. The Company shall provide the Angel Investor with:
 - o Quarterly and annual financial statements.
 - o Access to books and records upon reasonable notice.

6. Transfer of Shares

- 1. No shareholder shall transfer any shares except as permitted below.
- 2. Pre-emptive rights: Existing shareholders, including the Angel Investor, shall have the right of first refusal in the event of any proposed share transfer.
- 3. Drag-along and tag-along rights apply as described in Schedule 1.

7. Reserved Matters

The following matters require the written consent of the Angel Investor:

- · Issuance of new shares or securities.
- Amendment of the Company's constitutional documents.
- Any merger, acquisition, or disposal of substantial assets.
- · Change of business activity.

8. Confidentiality

All parties agree to keep confidential, both during and after the term of this Agreement, any proprietary information of the Company.

9. Term & Termination

1. This Agreement shall continue in force until the Angel Investor ceases to hold any shares, unless otherwise terminated by mutual written agreement.

10. Governing Law

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

Schedule 1: Drag-Along & Tag-Along Rights

Right	Description
Drag- Along	If majority shareholders sell their shares, the Angel Investor agrees to sell on the same terms, upon request.
Tag- Along	If majority shareholders sell their shares, the Angel Investor has the right to join and sell on the same terms.

For and on behalf of the Company:
Date:
For the Angel Investor:
Date:
For the Existing Shareholder(s):
Date: