

# Startup Equity Shareholder Agreement

Date: \_\_\_\_\_

Company: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

## 1. Parties

This Agreement is entered into between the Company and the following Shareholder:

- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Email: \_\_\_\_\_

## 2. Shareholding

The Shareholder is entitled to equity in the Company as follows:

Share Class	Number of Shares	Percentage Ownership (%)
_____	_____	_____

## 3. Vesting (if applicable)

Vesting Schedule: \_\_\_\_\_

Cliff Period: \_\_\_\_\_

Vesting Start Date: \_\_\_\_\_

## 4. Transfer Restrictions

1. Shares may not be sold, transferred, or assigned without prior written consent of the Board of Directors.
2. Shares are subject to right of first refusal held by the Company and/or existing shareholders.

## 5. Rights and Obligations

1. Shareholder agrees to abide by the Company's Bylaws and Shareholder Agreements.
2. Shareholder acknowledges dilution may occur in future financings.
3. Shareholder has the right to receive updates as provided by the Company.

## 6. Confidentiality

Shareholder agrees to maintain confidentiality of all proprietary and sensitive information regarding the Company.

## 7. Governing Law

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

## 8. Miscellaneous

1. This Agreement constitutes the entire understanding between the parties.
2. Any amendment must be made in writing and signed by all parties.

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Authorized Company Representative

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Date

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Shareholder

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Date