
Capital Investment Agreement

This Capital Investment Agreement ("Agreement") is entered into on [Date] by and between:

1. **[Investor's Name/Entity]**, having its principal office at [Address], hereinafter referred to as the "Investor"; and
2. **[Company's Name]**, a company incorporated under the laws of [Jurisdiction], having its principal office at [Address], hereinafter referred to as the "Company."

RECITALS

- The Investor agrees to invest capital in the Company.
- The Company agrees to accept the investment on the terms and conditions set forth herein.

1. Definitions

Define terms such as "Capital Amount," "Shares," "Valuation," and "Confidential Information."

2. Investment Terms

- **2.1 Investment Amount:** The Investor agrees to invest [Amount] ([Currency]).
- **2.2 Type of Investment:** The investment will be in the form of [e.g., equity, preferred shares].
- **2.3 Ownership Percentage:** Upon completion, the Investor will own [Percentage] of the Company.

3. Closing Conditions

Outline the conditions precedent, such as due diligence, regulatory approvals, and the execution of ancillary agreements.

4. Investor Rights and Obligations

- **4.1 Voting Rights:** Detail the voting power attached to the investment.
- **4.2 Board Representation:** Specify if the Investor has the right to appoint board members.
- **4.3 Access to Information:** Right to review financial statements and operations.

5. Use of Funds

The Company agrees to use the capital investment for purposes such as [e.g., business expansion, R&D, debt repayment].

6. Confidentiality and Non-Compete

- Both parties agree to maintain confidentiality.
- Include a clause restricting the Investor or Company from engaging in competing businesses.

7. Termination

State the conditions for termination, such as breach of terms, insolvency, or mutual consent.

8. Governing Law and Dispute Resolution

- **8.1 Governing Law:** [Jurisdiction]
- **8.2 Dispute Resolution:** Disputes will be resolved via [e.g., arbitration].

9. Miscellaneous

Include clauses such as "Entire Agreement," "Amendments," and "Severability."