# horizontal line**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.

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## **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."