



Subscription Agreement

This **Subscription Agreement** (shall be referred to as "**Agreement**" hereinafter) is made on _____, by and among the following parties;

The "Company"

The "Investor"

The Company and the Investor shall be collectively referred to as the "**Parties**" and each one of the Parties, separately, as a "**Party**".

WHEREAS, the Company desires to raise capital by offering shares or securities to the Investor;

WHEREAS, the Investor desires to subscribe for such shares or securities on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings stipulated herein and subject to and on the terms hereinafter set forth, the Parties hereby agree as follows:

Term and Conditions

1. Subscription

Subject to the terms and conditions of this Agreement, the Investor hereby subscribes for and agrees to purchase _____ (the "**Subscription Shares**") of the Company's shares, at the total purchase price of _____ (the "**Subscription Amount**").

The Investor shall pay the Subscription Amount to the Company by wire transfer or any other method acceptable to the Company, within _____ days from the execution of this Agreement.

Upon receipt of the Subscription Amount in full, the Company shall issue and deliver the Subscription Shares to the Investor electronically or by physical share certificates, as mutually agreed upon by the Parties, within _____ days of receipt of the Subscription Amount. The Subscription Shares shall be duly authorized, validly issued, fully paid, and non-assessable.

2. Representation and Warranties

The Company hereby agrees and undertakes that it has full corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The Company has delivered to the Investor true, correct, and complete copies of its audited financial statements for the related fiscal years, prepared in accordance with generally accepted accounting principles.

The Investor has been provided with one of a limited number of copies of the memorandum, which includes the Operating Agreement of the Company. The Investor has carefully reviewed and comprehends all the documents, as well as all the terms and conditions outlined within them.

The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment in the Company and has had an opportunity to ask questions and receive answers concerning the terms and conditions of this investment.

The Investor agrees to indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, liabilities, damages or expenses judgments, fines and other costs or expenses arising out of or resulting from any breach of any representation, warranty, covenant, or agreement of the Investor contained in this Agreement.

3. Closing

The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place remotely via electronic exchange of documents on _____ (the "**Closing Date**") unless otherwise mutually agreed by the Parties in writing.

At the Closing, the Company shall deliver or cause to be delivered to the Investor the executed counterpart of this Agreement, certificates representing the subscription shares, and any other documents or instruments required to be delivered by the Company pursuant to this Agreement or reasonably requested by the Investor. Similarly, the Investor shall deliver or cause to be delivered to the Company executed counterparts of this Agreement, proof of payment of the subscription amount by wire transfer or other mutually agreed-upon method of payment in accordance with the terms of this Agreement; and any other documents or instruments required to be delivered by the Investor or reasonably requested by the Company.

4. Governing Law

This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of _____. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of _____, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts in any such action or proceeding.

5. Miscellaneous

- This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except that either Party may assign this Agreement without consent to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets or business.
- This Agreement constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties relating to the subject matter hereof.
- No waiver by any Party of any provision of this Agreement shall be effective unless explicitly set forth in writing and signed by the waiving Party. No waiver of any provision shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- This Agreement may be amended, modified, or supplemented only by a written instrument executed by both Parties.
- If any provision of this Agreement is held to be invalid or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to render it enforceable without invalidating the remaining provisions of this Agreement.
- This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be deemed original signatures for purposes of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this agreement, each intending to be legally bound hereby.

The Company

Name

Date

Signature

The Investor

Name

Date

Signature

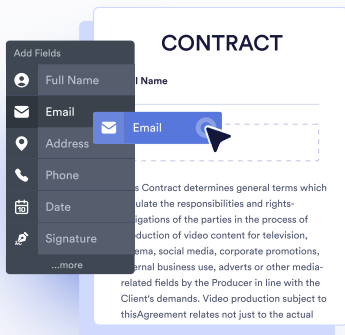


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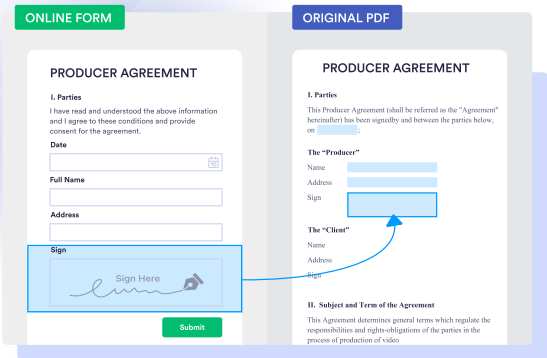
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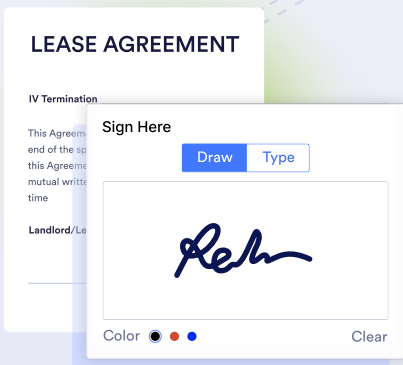
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