

SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "Agreement") is entered into by and between the Subscriber and the Company as set forth below.

Subscriber Information:

Full Legal Name: _____

Address: _____

Email: _____

Phone Number: _____

Company Information:

Company Name: _____

Principal Place of Business: _____

Contact Email: _____

Subscription Details:

Securities Subscribed: _____

Subscription Amount (USD): _____

Payment Method: _____

1. Subscription

Subscriber hereby subscribes for and agrees to purchase the securities described above (the "Securities") from the Company on the terms and conditions set forth in this Agreement.

2. Purchase Price and Payment

Subscriber agrees to pay the subscription amount in full as consideration for the Securities. Payment shall be made in immediately available funds to the account designated by the Company.

3. Representations and Warranties of Subscriber

Subscriber represents and warrants that: (a) Subscriber has full legal capacity and authority to enter into this Agreement; (b) Subscriber is acquiring the Securities for investment only and not with a view to distribution; (c) Subscriber understands the risks of the investment and acknowledges that the Securities have not been registered under the Securities Act of 1933 or any state securities laws.

4. Representations and Warranties of the Company

The Company represents and warrants that it is a duly organized and validly existing entity, has full power and authority to enter into this Agreement, and that the Securities, when issued in accordance with this Agreement, will be validly issued, fully paid, and non-assessable.

5. Restrictions on Transfer

Subscriber agrees that the Securities have not been registered under the Securities Act and agrees not to sell or transfer the Securities unless they are registered or an exemption from registration is available.

6. Compliance with Laws

Subscriber and the Company agree to comply with all applicable federal and state laws, rules, and regulations in

connection with this Agreement and the issuance of the Securities.

7. Indemnification

Subscriber agrees to indemnify and hold harmless the Company and its officers, directors, and agents from any losses, claims, damages, or liabilities arising out of any breach of this Agreement by Subscriber.

8. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____ for any disputes arising out of this Agreement.

9. Entire Agreement

This Agreement, including any schedules or exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings.

10. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties to be effective.

11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

12. Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means with confirmation of transmission.

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14. No Waiver

No waiver of any breach or default shall be deemed a waiver of any preceding or subsequent breach or default.

15. Headings

Headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

16. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Subscription Acceptance

The subscription shall be effective only upon acceptance by the Company, which shall be communicated to Subscriber in writing.

18. Confidentiality

Subscriber agrees to keep confidential the terms of this Agreement and any proprietary information received from the Company, except as required by law.

19. No Public Offering

Subscriber acknowledges that the Securities have not been registered under federal or state securities laws and are not being offered or sold in a public offering.

20. Remedies

The parties acknowledge that monetary damages may not be sufficient to remedy a breach of this Agreement and agree that either party may seek specific performance or injunctive relief as appropriate.

SUBSCRIBER SIGNATURE

COMPANY REPRESENTATIVE SIGNATURE

Signature: _____

Signature: _____

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