

Investment agreement

INVESTMENT AGREEMENT

This Investment Agreement ("Agreement") is entered into as of [AGREEMENT DATE], by and between:

Company: [COMPANY FULL LEGAL NAME], a [STATE OF FORMATION] [corporation/LLC], with its principal place of business at [COMPANY ADDRESS] ("Company");

and

Investor: [INVESTOR FULL LEGAL NAME], an individual/entity residing/located at [INVESTOR ADDRESS] ("Investor").

1. INVESTMENT

1.1 Subject to the terms and conditions of this Agreement, Investor agrees to invest the sum of \$ [INVESTMENT AMOUNT] ("Investment Amount") in the Company.

1.2 In consideration for the Investment Amount, the Company shall issue to Investor [NUMBER OF SHARES] shares / [EQUITY PERCENTAGE]% membership interest, representing [EQUITY PERCENTAGE]% of the Company's total interests on a fully diluted basis.

2. USE OF PROCEEDS

The Company shall use the Investment Amount for the following purposes:

[PURPOSE 1 — e.g., product development]: \$[PURPOSE 1 AMOUNT]

[PURPOSE 2 — e.g., marketing and sales]: \$[PURPOSE 2 AMOUNT]

[PURPOSE 3 — e.g., working capital]: \$[PURPOSE 3 AMOUNT]

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants that:

It is duly organized, validly existing, and in good standing under the laws of the State of [STATE OF FORMATION];

It has full power and authority to execute and perform this Agreement;

The execution of this Agreement does not violate any existing agreement, law, or court order binding upon the Company;

All financial statements provided to Investor accurately reflect the Company's financial condition.

4. REPRESENTATIONS AND WARRANTIES OF INVESTOR

Investor represents and warrants that:

Investor has full legal capacity and authority to enter into this Agreement;

Investor is an Accredited Investor as defined under Rule 501 of Regulation D of the Securities Act of

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1933 [if applicable];

Investor is acquiring the securities for investment purposes only and not with a view toward resale or distribution.

5. INVESTOR RIGHTS

5.1 Information Rights: The Company shall provide Investor with quarterly and annual audited financial statements.

5.2 Pro-Rata Rights: Investor shall have the right to participate in future financing rounds on a pro-rata basis.

5.3 Board Observer Rights: Investor shall have the right to attend all Board meetings as an observer.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [GOVERNING LAW STATE].

7. SIGNATURES

COMPANY:

Signature: _____

Name: [COMPANY SIGNATORY NAME]

Title: [COMPANY SIGNATORY TITLE]

Date: [COMPANY SIGNATURE DATE]

INVESTOR:

Signature: _____

Name: [INVESTOR SIGNATORY NAME]

Title: [INVESTOR SIGNATORY TITLE]

Date: [INVESTOR SIGNATURE DATE]