

INVESTMENT AGREEMENT

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This Investment Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[INVESTOR LEGAL NAME], an individual / a [STATE] [ENTITY TYPE] with an address at [INVESTOR ADDRESS] (the "**Investor**").

The Company and the Investor are each a "**Party**" and together the "**Parties**."

Recitals. The Company wishes to raise capital, and the Investor wishes to invest in the Company in exchange for equity securities, on the terms below. The securities to be issued under this Agreement (the "**Securities**") have not been registered under applicable securities laws and are being offered in reliance on exemptions. In consideration of the mutual promises below, the Parties agree as follows.

1. Investment and Securities

1.1 Investment. Subject to the terms of this Agreement, the Investor agrees to invest [INVESTMENT AMOUNT] (the "**Investment Amount**") in the Company, and the Company agrees to issue the Securities to the Investor in exchange.

1.2 Securities. The Securities consist of [NUMBER] shares of [CLASS, e.g. Series Seed Preferred Stock] at a price of [PRICE PER SHARE] per share, based on a pre-money valuation of [PRE-MONEY VALUATION].

1.3 Rights of the Securities. The Securities carry the rights, preferences, and restrictions described in the Company's [charter / certificate of designations / Exhibit A], including any liquidation preference, dividend, voting, and conversion terms.

2. Closing

2.1 Closing. The purchase and sale of the Securities (the "**Closing**") will take place on [CLOSING DATE], or on another date the Parties agree in writing, remotely by exchange of signatures and funds.

2.2 Deliverables at Closing. At Closing, the Investor will pay the Investment Amount by [wire transfer / check], and the Company will deliver evidence of the Securities (such as a stock certificate or book-entry confirmation) and the related agreements.

2.3 Conditions to Closing. Each Party's obligation to close is subject to the accuracy of the other Party's representations, performance of its covenants, and delivery of the agreed Closing documents.

3. Representations and Warranties of the Company

3.1 Organization and authority. The Company is duly organized, validly existing, and in good standing, and has full power to enter into and perform this Agreement.

3.2 Capitalization. The Company's capitalization is as set out in **[Exhibit B or DESCRIBE]**, and the Securities, when issued and paid for, will be duly authorized, validly issued, fully paid, and non-assessable.

3.3 Financial statements. The financial statements the Company has provided are accurate in all material respects and fairly present the Company's financial condition as of their date.

3.4 No conflict. Execution and performance of this Agreement do not violate the Company's charter documents, any law, or any material agreement binding on the Company.

3.5 Litigation. Except as disclosed in writing, there is no pending or threatened litigation that would materially affect the Company or this transaction.

4. Representations and Warranties of the Investor

4.1 Authority. The Investor has full power and authority to enter into and perform this Agreement.

4.2 Investment intent. The Investor is acquiring the Securities for its own account for investment and not with a view to distribution.

4.3 Accredited status and sophistication. The Investor is an **[accredited investor where applicable]**, has the knowledge and experience to evaluate the investment, and can bear the economic risk of a total loss.

4.4 Access to information. The Investor has had the opportunity to ask questions of the Company and review the information it considers necessary to make an informed investment decision.

5. Investor Rights

5.1 Information rights. So long as the Investor holds at least **[THRESHOLD, e.g. [NUMBER] shares or [X]% of the outstanding equity]**, the Company will provide **[annual / quarterly]** financial statements within a reasonable period after the end of each period.

5.2 Pro rata participation rights. The Investor will have the right to participate pro rata in future equity financings to maintain its ownership percentage, subject to customary exceptions, until **[an initial public offering / a specified date]**.

5.3 Board or observer rights. The Investor will have the right to **[appoint one director / designate a non-voting board observer / no board rights]**, as specified in **[the related stockholders or voting agreement]**.

6. Covenants

6.1 Use of proceeds. The Company will use the Investment Amount substantially for **[working capital / product development / the purposes described in Exhibit C]**.

6.2 Compliance. The Company will conduct its business in compliance with applicable laws in all material respects and will maintain its corporate existence and material permits.

6.3 Notice of material events. The Company will promptly notify the Investor of any event that would reasonably be expected to have a material adverse effect on the Company.

7. Transfer Restrictions

7.1 Restrictions. The Investor may not transfer the Securities except in compliance with applicable securities laws and the Company's organizational documents and any related stockholders or right-of-first-refusal agreement.

7.2 Legend. Certificates or book entries for the Securities may bear a legend noting that the Securities are not registered and are subject to transfer restrictions.

7.3 Right of first refusal and co-sale. Transfers are subject to any right of first refusal and co-sale rights set out in **[the related agreements]**.

8. General Provisions

8.1 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in **[COUNTY, STATE]**. Securities registration, blue-sky filings, and investor-protection rules vary by jurisdiction; local law controls where it differs.

8.2 Indemnification. Each Party will indemnify the other for losses arising from the indemnifying Party's breach of its representations, warranties, or covenants, subject to any limitations the Parties agree in writing.

8.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.4 Entire agreement; amendment. This Agreement, together with the related financing documents, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.6 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY

INVESTOR

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE or N/A]**

Date: _____

Date: _____

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