

INVESTMENT LETTER

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This Investment Letter (this "**Letter**") is delivered as of [LETTER DATE] by:

[INVESTOR LEGAL NAME], a [STATE] [ENTITY TYPE] (or an individual residing at [INVESTOR ADDRESS]) (the "**Investor**"), to:

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

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

Recitals. The Investor is acquiring [DESCRIBE SECURITIES, e.g. shares of Series A Preferred Stock / a convertible promissory note / membership units] of the Company (the "**Securities**") pursuant to a [STOCK PURCHASE AGREEMENT / SUBSCRIPTION AGREEMENT / NOTE PURCHASE AGREEMENT] dated [PURCHASE AGREEMENT DATE] (the "**Purchase Agreement**"). The Securities have not been registered under applicable securities laws and are being sold in reliance on exemptions from registration. The Company requires this Letter as a condition to the sale to confirm the Investor's qualifications, intent, and understanding of the risks. The Investor delivers this Letter to induce the Company to sell the Securities and represents and acknowledges as follows.

1. Purchase for Investment

1.1 Own account. The Investor is acquiring the Securities for its own account for investment purposes only, and not with a view to, or for resale in connection with, any distribution of the Securities in violation of applicable securities laws.

1.2 No present intent to resell. The Investor has no present intention of selling, granting any participation in, or otherwise distributing the Securities, and is not acquiring the Securities as a nominee or agent for any other person except as disclosed in writing to the Company.

1.3 Holding. The Investor understands that the Securities are "restricted securities" and must be held indefinitely unless they are subsequently registered or an exemption from registration is available.

2. Investor Status

2.1 Accredited or qualified status. The Investor [IS / IS NOT] an "accredited investor" as that term is defined under applicable securities law. If the Investor is relying on accredited-investor status, it qualifies on the following basis: [DESCRIBE BASIS, e.g. income, net worth, entity type]. [Confirm the applicable definition and the documentation the Company must collect with securities counsel.]

2.2 Sophistication. The Investor, either alone or together with its professional advisors, has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment

in the Securities.

2.3 Foreign investors. If the Investor is not a resident of the United States, the Investor confirms that the offer and sale to it comply with the laws of the Investor's jurisdiction and that any required governmental consents have been obtained. **[Cross-border offerings raise additional requirements — consult counsel.]**

3. Access to Information

3.1 Information reviewed. The Investor has been provided access to, and has reviewed, such information about the Company as it considered necessary to make an informed investment decision, including the Company's organizational documents, financial information, and the Purchase Agreement.

3.2 Opportunity to ask questions. The Investor has had the opportunity to ask questions of, and receive answers from, the Company's representatives concerning the Company and the terms of the investment, and to obtain additional information reasonably available to the Company.

3.3 No reliance. Except for the representations and warranties expressly set forth in the Purchase Agreement, the Investor has not relied on any representation, projection, or statement by the Company or any other person in making its investment decision.

4. Risk Acknowledgments

4.1 Speculative investment. The Investor understands that an investment in the Securities is speculative and involves a high degree of risk, including the risk of losing the entire investment.

4.2 No assurance of return. The Investor understands that there is no assurance of any return on the investment, no public market for the Securities, and no assurance that any such market will develop.

4.3 Ability to bear loss. The Investor has adequate means of providing for its current needs and possible contingencies, has no need for liquidity in this investment, and can bear the economic risk of losing its entire investment in the Securities.

5. Transfer Restrictions and Legends

5.1 Restrictions on transfer. The Investor will not sell, transfer, pledge, or otherwise dispose of any Securities except in compliance with the Purchase Agreement, the Company's governing documents, and applicable securities laws.

5.2 Legends. The Investor understands that the certificates or records evidencing the Securities will bear a restrictive legend substantially to the effect that the Securities have not been registered and may not be transferred absent registration or an available exemption, together with any other legend required by the Company's governing documents or applicable law.

5.3 Stop-transfer. The Investor consents to the placement of stop-transfer instructions with the Company's transfer agent (if any) to enforce the transfer restrictions described in this Letter.

6. No Tax or Legal Advice

6.1 Independent advice. The Investor has had the opportunity to consult its own legal, tax, and financial advisors regarding the investment and is not relying on the Company for legal, tax, or investment advice.

6.2 Tax consequences. The Investor understands that the tax consequences of the investment depend on its particular circumstances and that neither the Company nor its advisors make any representation regarding those consequences.

7. Representations Are True and Material

7.1 Accuracy. The Investor represents that each statement in this Letter is true and correct as of the date of this Letter and as of the closing of the purchase of the Securities.

7.2 Reliance. The Investor understands and agrees that the Company is relying on the representations in this Letter to establish the availability of exemptions from registration and will treat them as material to the sale.

7.3 Notice of changes. The Investor will promptly notify the Company in writing if any representation in this Letter becomes untrue before the closing of the purchase.

8. General Provisions

8.1 Survival. The representations and acknowledgments in this Letter survive the closing of the purchase of the Securities.

8.2 Governing law and venue. This Letter is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and any dispute will be resolved in the courts located in [COUNTY, STATE].

8.3 Entire understanding. This Letter, together with the Purchase Agreement, is the entire understanding between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.4 Severability. If any provision of this Letter is unenforceable, the rest remains in effect.

8.5 Counterparts and electronic signature. This Letter may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one document.

IN WITNESS WHEREOF, the Investor has executed this Letter as of the date first written above, and the Company acknowledges receipt.

INVESTOR

COMPANY (acknowledgment)

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE / N/A]

Title: [TITLE]

Date: _____

Date: _____

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