

# SECURITIES SUBSCRIPTION AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice. This document type carries significant legal and/or financial consequences and varies substantially by jurisdiction. Having a licensed attorney review it before use is strongly recommended.

This Securities Subscription 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

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

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

**Recitals.** The Company is offering securities to qualified investors (the "**Offering**") and the Subscriber wishes to subscribe for and purchase securities in the Offering on the terms below. The securities offered (the "**Securities**") have not been registered under applicable securities laws and are being offered in reliance on exemptions. By signing this Agreement, the Subscriber irrevocably subscribes for the Securities subject to acceptance by the Company. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Subscription

**1.1 Subscription.** The Subscriber irrevocably subscribes for [NUMBER] units of [SECURITY TYPE, e.g. shares of common stock / preferred stock / membership interests] (the "**Securities**") at a price of [PRICE PER UNIT] per unit, for a total subscription amount of [SUBSCRIPTION AMOUNT] (the "**Subscription Amount**").

**1.2 Acceptance by the Company.** This subscription becomes a binding purchase only when the Company accepts it in writing. The Company may accept or reject this subscription in whole or in part, in its sole discretion, and will promptly notify the Subscriber of acceptance or rejection.

**1.3 Irrevocability.** Except as required by applicable law, the Subscriber may not revoke this subscription after delivering it to the Company.

## 2. Payment and Closing

**2.1 Payment.** Concurrently with this Agreement, the Subscriber will pay the Subscription Amount by [wire transfer / check] to the account or escrow the Company designates.

**2.2 Closing.** On the Company's acceptance and receipt of the Subscription Amount (the "**Closing**"), the Company will issue the Securities to the Subscriber and deliver evidence of ownership (such as a certificate or book-entry confirmation).

**2.3 Rejected or returned subscriptions.** If the Company rejects this subscription in whole or in part, it will return the rejected portion of the Subscription Amount to the Subscriber without interest or deduction (unless otherwise required by law).

### 3. Investor Representations and Suitability

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

**3.2 Accredited or qualified status.** The Subscriber is an [accredited investor / qualified purchaser, as applicable] and meets any suitability standards described in the Offering materials.

**3.3 Sophistication and risk.** The Subscriber has the knowledge and experience to evaluate the merits and risks of the investment, can bear the economic risk of a total loss, and is not relying on the Company for legal, tax, or investment advice.

**3.4 No general solicitation.** The Subscriber learned of the Offering through a direct relationship and not through any general solicitation or advertising, except as permitted by applicable law.

### 4. Acknowledgment of Risks

**4.1 Speculative investment.** The Subscriber acknowledges that the Securities are a speculative investment, that there is no public market for them, and that the Subscriber may lose the entire Subscription Amount.

**4.2 Restricted securities.** The Securities are restricted and may not be resold unless registered or sold under an available exemption, and the certificates or book entries may bear a restrictive legend.

**4.3 No guarantees.** No representation has been made about any specific return, dividend, or liquidity event, and any forward-looking statements in the Offering materials are not guarantees.

### 5. Company Representations

**5.1 Organization and authority.** The Company is duly organized, validly existing, and has full power to issue the Securities and perform this Agreement.

**5.2 Valid issuance.** The Securities, when issued and paid for in accordance with this Agreement, will be duly authorized and validly issued.

**5.3 Offering compliance.** The Company is conducting the Offering in reliance on exemptions from registration and will make filings reasonably required under applicable securities laws.

### 6. Subscriber Information and Anti-Money-Laundering

**6.1 Accuracy of information.** The information the Subscriber provides in the investor questionnaire and this Agreement is true and complete, and the Subscriber will promptly notify the Company of any material change before Closing.

**6.2 Source of funds.** The Subscription Amount was not derived from unlawful activity, and the Subscriber is not a person with whom transactions are prohibited under applicable sanctions or anti-money-laundering laws.

**6.3 Verification.** The Subscriber will provide documentation the Company reasonably requests to verify identity, accredited status, and source of funds.

### 7. Transfer Restrictions and Indemnification

**7.1 Transfer restrictions.** The Subscriber may not transfer the Securities except in compliance with applicable securities laws and the Company's organizational documents.

7.2 **Indemnification.** The Subscriber will indemnify the Company against losses arising from any breach of the Subscriber's representations, warranties, or covenants, including any misstatement about accredited status or source of funds.

7.3 **Survival.** The representations, warranties, and indemnities in this Agreement survive the Closing.

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, exemption availability, and investor-suitability rules vary by jurisdiction; local law controls where it differs.

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

8.3 **Entire agreement; amendment.** This Agreement, together with the Offering materials and any investor questionnaire, is the entire agreement between the Parties on its subject. It may be amended only by a writing signed by both Parties.

8.4 **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.

8.5 **Assignment.** The Subscriber may not assign this Agreement without the Company's prior written consent.

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 (accepting subscription)

SUBSCRIBER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE or N/A]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.