

Equity Subscription Agreement

This Equity Subscription Agreement ("Agreement") is made as of [Date] by and between:

Company [Full Legal Name of Company], a company incorporated under the laws of [Jurisdiction], with its registered office at [Address].

Subscriber [Full Legal Name of Subscriber], a [individual/company] with its registered office/address at [Address].

Recitals

1. The Company has authorized the issuance of [Number] new ordinary shares (the "Shares").
2. The Subscriber wishes to subscribe for such Shares, and the Company agrees to allot and issue the Shares to the Subscriber on the terms set out in this Agreement.

1. Subscription

The Subscriber hereby subscribes for and agrees to purchase, and the Company agrees to allot and issue to the Subscriber, [Number] Shares, for a total subscription price of [Currency][Amount] ("Subscription Price").

2. Completion

1. Completion shall take place at [Location] on [Completion Date], or at such other time as the parties may agree in writing.
2. On Completion:
 - The Subscriber shall pay the Subscription Price to the Company's designated bank account.
 - The Company shall allot and issue the Shares to the Subscriber and record the Subscriber as the holder of such Shares in its register of members.

3. Warranties

1. **By the Company:** The Company represents and warrants that:
 - It is duly incorporated and validly existing under the laws of its jurisdiction;
 - The Shares to be issued will, upon issue, be fully paid and free of any encumbrance.
2. **By the Subscriber:** The Subscriber represents and warrants that:
 - It has full power and authority to enter into this Agreement;
 - The funds used for the Subscription Price are not derived from any unlawful activities.

4. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of [Governing Law Country]. Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of [Jurisdiction].

5. Miscellaneous

1. This Agreement may be executed in counterparts.
2. No party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
3. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

For and on behalf of the Company

For and on behalf of the Subscriber

Name:
Title:

Name:
Title:

Important Notes

- Verify the applicable laws and regulations in both jurisdictions before entering into the agreement.
- Perform proper due diligence on both the Subscriber and the Company.
- Ensure the agreement is consistent with the Company's Articles of Association and relevant shareholder agreements.
- Seek independent legal and tax advice prior to finalizing any equity subscription.