

# Equity Subscription Agreement (Minority Stake)

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

**Subscriber:** [Name of Subscriber], having its address at [Address]

**Company:** [Name of Company], incorporated under the laws of [Jurisdiction], having its principal office at [Address]

## 1. Subscription for Shares

The Subscriber hereby agrees to subscribe for, and the Company agrees to issue and allot to the Subscriber, [Number] fully paid [Type/Class] shares ("Shares") of the Company at a subscription price of [Price] per share for an aggregate consideration of [Total Amount] ("Subscription Amount").

## 2. Payment

The Subscriber shall pay the Subscription Amount into the designated account of the Company on or before [Payment Date].

## 3. Closing

The closing of the subscription and allotment of the Shares ("Closing") shall be held at [Location] on [Closing Date], or at such other time and place as the parties may agree in writing.

## 4. Representations and Warranties

Each party represents and warrants to the other that it has the full power and authority to enter into this Agreement. The Subscriber represents that it is acquiring the Shares for investment purposes only and not for resale.

## 5. Minority Protection Rights

The Company agrees to provide the Subscriber with minority protection rights, including but not limited to:

- Right to information and inspection of key documents
- Tag-along rights in the event of a sale of shares by majority shareholders
- Protection against dilution (as detailed in [Shareholders' Agreement/Clause Reference])
- Right to attend and vote at general meetings

## 6. Governing Law and Jurisdiction

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

## 7. Miscellaneous

This Agreement, together with any schedules and related agreements, constitutes the entire understanding

between the parties with respect to its subject matter. No amendment shall be valid unless made in writing and signed by both parties.

---

[Name & Title]  
For and on behalf of Subscriber

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

---

[Name & Title]  
For and on behalf of Company

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

---

**Important Notes:**

- This is a basic illustrative format and may need customization to suit jurisdictional/legal requirements.
- Minority investors should ensure strong protection rights and clear exit provisions are included.
- Consider aligning this agreement with a comprehensive Shareholders' Agreement.
- All monetary amounts, dates, and details must be accurately specified before execution.
- Legal consultation is recommended before signing any equity subscription document.