

Equity Subscription Agreement (Seed Round)

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

- **[Company Name]**, a company incorporated under the laws of **[Jurisdiction]** and having its registered office at **[Address]** (the "Company");
- **[Investor Name]**, residing at **[Address]** (the "Investor").

Recitals

WHEREAS, the Company wishes to issue and allot, and the Investor wishes to subscribe for, certain shares in the Company on the terms and subject to the conditions of this Agreement.

1. Subscription for Shares

1.1 Subject to the terms and conditions set forth, the Investor agrees to subscribe for, and the Company agrees to allot and issue to the Investor:

Type of Shares	Number of Shares	Subscription Price
[Seed Preferred/Ordinary Shares]	[Number]	[Amount]

1.2 The total subscription price is **[Total Amount]** (the "Subscription Amount").

2. Closing

2.1 The closing of the subscription and issuance of the Shares (the "Closing") shall take place on **[Closing Date]**, or at such other time as mutually agreed upon.

2.2 At the Closing:

- The Investor shall pay the Subscription Amount to the Company's designated bank account; and
- The Company shall issue and allot the Shares to the Investor and update its register of shareholders accordingly.

3. Representations and Warranties

3.1 Each Party represents and warrants that it has the capacity and authority to enter into this Agreement.

3.2 The Company represents that:

- It is duly incorporated and validly existing;
- The Shares, when issued, will be free and clear of any liens or encumbrances;
- All corporate actions necessary for the issuance of the Shares have been taken.

4. Miscellaneous

4.1 This Agreement constitutes the entire agreement between the Parties regarding its subject matter.

4.2 Any amendments or variation must be made in writing and signed by both Parties.

4.3 This Agreement is governed by the laws of **[Jurisdiction]**.

[Company Name]
Authorized Signatory

[Investor Name]

Important Notes

- This is a sample template only. Legal counsel should be consulted before use.
- Key commercial points such as valuation, liquidation preferences, and voting rights may require further detailing.
- Warranties and representations should be tailored to the specific transaction.
- Regulatory filings or approvals may be required depending on jurisdiction.
- All schedules or exhibits referenced should be attached as needed.