

SUBSCRIPTION AGREEMENT

Exemption relied upon: Rule 506(b) of Regulation D

Key Terms Summary

| Item | Value | |---|---| | Company | [COMPANY NAME] (C Corp, [STATE]) | | Subscriber | [SUBSCRIBER NAME] | | Security | [NUMBER OF SHARES] shares/units of [CLASS SERIES DESIGNATION] | | Price per share | | | Aggregate subscription price | () | | Payment method | Wire | | Exemption | Rule 506(b) of Regulation D | | Effective Date | |

This Subscription Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [COMPANY NAME], a C Corp organized under the laws of the State of [STATE], with its principal office at [COMPANY ADDRESS] (the "Company"), and [SUBSCRIBER NAME] with an address of [SUBSCRIBER ADDRESS] (the "Subscriber"). The Company and the Subscriber are each a "Party" and together the "Parties."

Recitals

WHEREAS, the Company desires to issue and sell, and the Subscriber desires to purchase, the number of shares and class of securities described herein on the terms set forth below;

WHEREAS, the securities are being offered and sold without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance on the exemption provided by **Rule 506(b) of Regulation D** and applicable state securities laws; and

WHEREAS, the Parties desire to establish the terms and conditions of such issuance, including the representations, warranties, and covenants of each Party;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. Subscription

Subject to the terms and conditions of this Agreement, the Subscriber hereby irrevocably subscribes for and agrees to purchase [NUMBER OF SHARES] shares/units of [CLASS SERIES DESIGNATION] of the Company (the "Shares"), at a price of **** per share, for an aggregate subscription price of **** () (the "Subscription Price"). The Company hereby agrees to issue and sell the Shares to the Subscriber upon the terms and conditions set forth herein.

2. Payment of Subscription Price

The Subscriber shall deliver the Subscription Price to the Company on or before the Effective Date by wire transfer of immediately available funds to an account designated by the Company in writing.

3. Closing; Issuance

The closing of the subscription (the "Closing") shall occur on the Effective Date or such later date as the Parties may agree. At the Closing, upon receipt of the Subscription Price, the Company shall (a) update its stock ledger or membership register to reflect the Subscriber as the holder of the Shares; (b) issue to the Subscriber a certificate or book-entry confirmation evidencing the Shares, bearing the legends required by Section 7; and (c) provide such other deliverables as the Subscriber may reasonably request, including a copy of the board resolutions authorizing the issuance.

5. Representations and Warranties of the Subscriber

The Subscriber hereby represents, warrants, and covenants to the Company as follows:

(a) Authority. The Subscriber has full legal capacity, power, and authority to execute, deliver, and perform this Agreement. If the Subscriber is an entity, it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, and the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate, limited-liability-company, partnership, or other action.

(b) Binding obligation. This Agreement constitutes a legal, valid, and binding obligation of the Subscriber, enforceable in accordance with its terms, subject to bankruptcy, insolvency, and similar laws.

(c) No conflict. Execution and performance of this Agreement do not violate any other agreement, judgment, order, or law binding on the Subscriber.

(d) Investment intent. The Subscriber is acquiring the Shares for the Subscriber's own account, for investment purposes only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act.

(e) Access to information. The Subscriber has had access to, and has reviewed to its satisfaction, all material information concerning the Company, its business, financial condition, management, prospects, and risks, and has had the opportunity to ask questions of, and receive answers from, the Company's officers and representatives.

(f) Sophistication and risk. The Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment, understands the speculative nature of the investment, understands that the Subscriber may lose the entire amount of the Subscription

Price, and is able to bear such total loss without material adverse effect on the Subscriber's financial condition.

(g) Residence. The Subscriber's principal residence (or, for entities, principal place of business) is located in the State of [STATE].

(h) No registration. The Subscriber understands that the Shares have not been registered under the Securities Act or any state securities laws in reliance on exemptions therefrom, and that the Shares are "restricted securities" within the meaning of Rule 144 under the Securities Act.

(i) Accredited investor status. The Subscriber represents that the Subscriber is an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the Securities Act, qualifying under the following category: **Individual Net Worth**. The Subscriber acknowledges that the foregoing category is accurate as of the Effective Date and shall promptly notify the Company of any change prior to Closing.

(j) No general solicitation. The Subscriber represents that the Subscriber was not solicited to make this investment by any form of general solicitation or general advertising (including any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television, radio, or internet; or any seminar or meeting whose attendees were invited by general solicitation or advertising). The Subscriber has a pre-existing relationship with the Company or its authorized representatives that predates the offering.

6. Representations and Warranties of the Company

The Company represents and warrants to the Subscriber, as of the Effective Date, that: (a) the Company is duly incorporated or organized, validly existing, and in good standing under the laws of its state of formation; (b) the Company has all requisite corporate, limited-liability-company, or other power and authority to execute, deliver, and perform this Agreement and to issue the Shares; (c) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action; and (d) the Shares, when issued and paid for in accordance with this Agreement, will be duly authorized, validly issued, fully paid, and non-assessable, free and clear of any liens or encumbrances created by the Company (other than restrictions on transfer imposed by this Agreement, the Company's charter documents, and applicable securities laws).

7. Transfer Restrictions and Securities Legend

(a) Legend. The Subscriber acknowledges that any certificate or book-entry notation representing the Shares will bear a legend substantially in the following form (in addition to any legend required by the Company's charter documents or applicable state law):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF

1933. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

(b) Transfer restrictions. Prior to any proposed sale, assignment, transfer, or pledge of the Shares, the Subscriber shall give written notice to the Company describing the circumstances of the proposed transfer, accompanied, at the Subscriber's expense, by evidence reasonably satisfactory to the Company that the transfer may be effected without registration under the Securities Act and applicable state securities laws (such as an opinion of counsel). The Company may refuse to register any transfer that does not comply with this Section 7 or with applicable law.

(c) Right of first refusal. The Company (and, at its election, the Company's other shareholders pro rata) shall have a right of first refusal to purchase any Shares proposed to be transferred to a third party, on the same terms offered by the proposed transferee, exercisable within thirty (30) days of written notice of the proposed transfer. If the Company and shareholders do not exercise the right of first refusal in full, the Subscriber may transfer any unpurchased portion to the proposed transferee on the same terms, provided the transferee agrees in writing to be bound by this Agreement. The right of first refusal does not apply to transfers by will, intestate succession, or to the Subscriber's immediate family members or a trust for their benefit, provided the transferee agrees in writing to be bound by this Agreement.

(e) Rule 144 summary. The Subscriber acknowledges that Rule 144 under the Securities Act governs the resale of restricted securities. In general, resale without registration is permitted only after a six-month holding period (for securities of SEC-reporting companies) or a twelve-month holding period (for securities of non-reporting companies), and may be subject to volume limitations, manner-of-sale requirements, and current-public-information requirements, depending on whether the Subscriber is an "affiliate" of the Company. The Subscriber should consult with legal counsel before attempting any resale.

8. Conditions to Closing

The Company's obligation to issue the Shares is conditioned upon: (a) the Subscriber's delivery of the Subscription Price; (b) the truth and accuracy of the Subscriber's representations as of the Closing; (c) the Subscriber's execution of all required ancillary documents; and (d) the absence of any legal prohibition on the issuance. The Subscriber's obligation to pay the Subscription Price is conditioned upon: (a) the truth and accuracy of the Company's representations as of the Closing; (b) the absence of a material adverse change in the Company's business since the date hereof; and (c) the Company's delivery of the Shares in accordance with Section 3.

9. State Blue-Sky Notices

10. Form D Filing

The Subscriber acknowledges that the Company is required to file a Form D with the U.S. Securities and Exchange Commission (on EDGAR) within fifteen (15) days after the first sale of securities in this offering, pursuant to 17 CFR §239.500. Failure to file a timely Form D may result in disqualification under SEC Rule 507 from relying on Rule 504 or 506 for future offerings for one (1) year.

11. Qualified Small Business Stock (IRC §1202) Notice

The Parties acknowledge that the Shares may constitute "Qualified Small Business Stock" (QSBS) within the meaning of Internal Revenue Code §1202, which may entitle a non-corporate Subscriber to exclude from federal gross income up to 100% of the gain on a qualified sale of the Shares held for more than five (5) years (subject to per-issuer and per-taxpayer caps). QSBS eligibility generally requires that (a) the Company be a domestic C-corporation; (b) the Company's aggregate gross assets not exceed \$50,000,000 at or immediately after the issuance; (c) the Shares be acquired at original issuance for cash, property (other than stock), or services; and (d) the Company satisfy the active-business requirement of §1202(e). **This notice is informational only and does not constitute tax advice. The Subscriber should consult the Subscriber's own tax advisors regarding QSBS eligibility and the required documentation to substantiate a QSBS claim (including retention of records evidencing original issuance, cash basis, and gross-asset tests).**

12. Anti-Fraud and Rule 10b-5

Notwithstanding any exemption from registration, the Parties acknowledge that the anti-fraud provisions of Section 17(a) of the Securities Act, Section 10(b) of the Securities Exchange Act of 1934, and Rule 10b-5 thereunder (17 CFR §240.10b-5), as well as applicable state anti-fraud statutes, apply to this transaction. Neither Party shall make any material misstatement or omission in connection with the offer or sale of the Shares.

13. Confidentiality

The Subscriber agrees to hold in strict confidence all non-public information concerning the Company received in connection with the offering and this Agreement, and to use such information solely for the purpose of evaluating and holding the investment, and not for any competitive purpose. This obligation continues for three (3) years following the later of the Effective Date or the date the Subscriber ceases to hold any Shares, except as required by law or with the Company's prior written consent. Information that is or becomes public through no fault of the Subscriber, is independently developed without reference to the confidential information, or is already rightfully known to the Subscriber is not subject to this Section.

14. Indemnification

(a) Subscriber indemnification. The Subscriber shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, and representatives from any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) arising out of or resulting from any breach by the Subscriber of any representation, warranty, or covenant made in this Agreement, including (without limitation) any misstatement of the Subscriber's accredited-investor status.

(b) Company indemnification. The Company shall indemnify, defend, and hold harmless the Subscriber from any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) arising out of or resulting from any breach by the Company of any representation, warranty, or covenant made in this Agreement.

(c) Limit. Except in the case of fraud or intentional misrepresentation, each Party's indemnification obligation is limited to the Subscription Price.

15. Notices

All notices or other communications under this Agreement shall be in writing and shall be delivered by (a) hand; (b) overnight courier (FedEx, UPS, or equivalent); (c) registered or certified mail, return receipt requested, postage prepaid; or (d) email with receipt confirmation, in each case to the Company at its registered head office address and to the Subscriber at the address set forth on the signature page. Notices are effective upon actual receipt.

16. General Provisions

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict-of-laws rules, and, to the extent any provision involves federal securities law, in accordance with the laws of the United States.

Venue. Any action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in [VENUE CITY], [STATE], and the Parties irrevocably submit to such jurisdiction.

Jury-trial waiver. To the fullest extent permitted by applicable law, each Party knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action arising out of or relating to this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the Company and the Subscriber with respect to the subject matter hereof and supersedes any prior or contemporaneous understanding, representations, warranties, or agreements, whether oral or written.

Amendment. This Agreement may be amended only by a writing signed by both Parties.

Waiver. No failure or delay in exercising any right constitutes a waiver. Any waiver must be in writing signed by the waiving Party and is effective only for the specific instance.

Severability. If any provision is held invalid or unenforceable, the remainder shall continue in full force, and the invalid provision shall be modified to the minimum extent necessary to be enforceable while preserving the Parties' original intent.

Assignment. The Subscriber may not assign this Agreement or any right hereunder without the Company's prior written consent. The Company may assign this Agreement to any successor by merger, reorganization, or sale of substantially all assets.

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures are valid and binding under the federal ESIGN Act (15 U.S.C. §7001 et seq.) and the Uniform Electronic Transactions Act as adopted in [STATE].

Survival. The representations, warranties, covenants, and indemnification obligations herein shall survive the Closing.

Legal advice disclaimer. This Agreement is a template and does not constitute legal, tax, or investment advice. The Parties are each strongly advised to consult independent legal and tax counsel before execution. Securities offerings are subject to complex federal and state regulation; failure to comply may result in rescission rights, civil penalties, and criminal liability.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Subscription Agreement as of the Effective Date.

The Company

Company Authorized Signatory

PRINTED NAME

SIGNATURE

DATE

[COMPANY NAME] By: _____ Name: _____
Title: _____

