

EQUITY OWNERSHIP AGREEMENT

Location: _____ Execution Date: _____

Parties:

Company Name: _____

Company Address: _____

Founder(s) / Shareholder(s): _____

Recitals:

WHEREAS, the Company is duly organized and existing under the laws of the State of _____, and operates its business in accordance with applicable laws and regulations; WHEREAS, the Shareholder(s) desires to acquire equity interests in the Company, and the Company desires to issue such equity interests to the Shareholder(s) on the terms and conditions set forth herein.

Agreement:

Section 1 – Definitions

Capitalized terms used in this Agreement shall have the meanings set forth in this Agreement or as defined herein. Unless otherwise defined, words importing the singular number include the plural and vice versa, and words importing any gender include all genders.

Section 2 – Issuance of Equity

Subject to the terms and conditions of this Agreement, the Company agrees to issue to the Shareholder(s), and the Shareholder(s) agree to purchase from the Company, the number of shares set forth in Schedule A attached hereto, representing ownership interests in the Company.

Section 3 – Purchase Price

The purchase price for the Shares shall be as set forth in Schedule A. Payment shall be made by wire transfer, certified check, or other immediately available funds acceptable to the Company.

Section 4 – Representations and Warranties of the Company

The Company represents and warrants to the Shareholder(s) that: (a) it is duly organized and validly existing under the laws of the State of _____; (b) it has full power and authority to enter into this Agreement and to issue the Shares; (c) the Shares, when issued and paid for in accordance with this Agreement, will be duly authorized, validly issued, fully paid, and non-assessable; and (d) no consent, approval, or authorization of any governmental authority or third party is required for the execution, delivery, or performance of this Agreement.

Section 5 – Representations and Warranties of the Shareholder(s)

Each Shareholder represents and warrants to the Company that: (a) the Shareholder has full legal capacity and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not violate any agreement, law, or regulation applicable to the Shareholder; (c) the Shareholder is acquiring the Shares for investment purposes only, for their own account, and not with a view to or for sale in connection with any distribution thereof.

Section 6 – Restrictions on Transfer

The Shares shall be subject to restrictions on transfer as set forth in the Company's governing documents and applicable

securities laws. No Shareholder shall transfer any Shares except in compliance with such restrictions and the terms of this Agreement.

Section 7 – Rights and Obligations

The Shareholder(s) shall have rights, duties, and obligations as set forth in the Company's governing documents, including rights to dividends, voting, information, and any other rights accorded to holders of Shares.

Section 8 – Confidentiality

All non-public information disclosed by the Company to the Shareholder(s) in connection with this Agreement shall be kept confidential and shall not be disclosed to any third party except as required by law or with prior written consent of the Company.

Section 9 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party and its affiliates, directors, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, or expenses arising out of any breach of this Agreement or any misrepresentation or warranty contained herein.

Section 10 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Section 11 – Dispute Resolution

Any dispute arising under or relating to this Agreement shall be resolved through good faith negotiations between the parties. If unresolved within 30 days, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

Section 12 – Entire Agreement

This Agreement, together with all exhibits and schedules hereto, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

Section 13 – Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by all parties hereto.

Section 14 – Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 15 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 16 – Notices

All notices and other communications under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by nationally recognized overnight courier, or by certified mail, return receipt requested, to the addresses set forth in this Agreement or such other address as either party may specify in writing.

Section 17 – No Waiver

No failure or delay by any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

Section 18 – Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 19 – Headings

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 20 – Relationship of the Parties

Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or agency relationship between the parties.

Section 21 – Further Assurances

Each party agrees to execute and deliver such further documents and take such further actions as may reasonably be necessary to carry out the provisions and purposes of this Agreement.

Section 22 – Survival

All representations, warranties, covenants, indemnities, and agreements contained in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.

COMPANY AUTHORIZED SIGNATORY

SHAREHOLDER'S SIGNATURE

Signature: _____

Signature: _____

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