EQUITY INVESTMENT AGREEMENT

Location: ______________________ Date: ______________________

Investor Information:

Full Name: ______________________

Government ID / Driver License No.: ______________________

Address: ______________________

Phone/Email: ______________________

Company Information:

Company Name: ______________________

State of Incorporation: ______________________

Principal Place of Business: ______________________

Contact Person: ______________________

Investment Details:

Amount of Investment: ______________________ USD

Type of Securities: ______________________

Number of Shares / Units: ______________________

Representations and Warranties of the Company:

The Company represents and warrants to the Investor that: (a) it is duly incorporated and validly existing under the laws of its state of incorporation; (b) it has the full corporate power and authority to enter into and perform its obligations under this Agreement; (c) the execution and delivery of this Agreement have been duly authorized by all necessary corporate action; (d) the securities to be issued are duly authorized and, when issued and delivered in accordance with the terms hereof, will be validly issued, fully paid and non-assessable; (e) the Company is not in violation of any applicable laws or agreements that would materially affect its business or the securities issued; and (f) there is no pending or threatened litigation or proceeding that would materially impair the Company's ability to perform its obligations under this Agreement.

Representations and Warranties of the Investor:

The Investor represents and warrants to the Company that: (a) the Investor has full power and authority to enter into this Agreement; (b) the Investor is acquiring the securities for investment purposes only and not with a view to distribution or resale; (c) the Investor understands the risks of investing in the Company; (d) the Investor acknowledges that the securities have not been registered under the Securities Act of 1933 and agree to bear the economic risk of the investment; (e) the Investor is an accredited investor or meets such qualifications as stipulated by applicable law; and (f) the Investor has had the opportunity to ask questions and receive answers about the Company, the securities, and the terms of this investment.

Conditions to Closing:

Closing of the investment shall be subject to the satisfaction or waiver of customary conditions including, but not limited to: (a) the accuracy of the representations and warranties of the parties as of the Closing; (b) completion of all necessary corporate actions and approvals; (c) delivery of executed documents and instruments; (d) absence of any material adverse change affecting the Company or the Investor; and (e) compliance with all applicable laws and regulations.

Covenants:

The Company covenants to: (a) use the investment proceeds solely for the purposes described in the offering materials and business plan; (b) provide periodic financial reports and updates to the Investor; and (c) comply with all applicable laws and regulations. The Investor covenants to: (a) comply with all applicable laws regarding its purchase and ownership of the securities; and (b) not transfer or dispose of the securities except in compliance with applicable securities laws.

Confidentiality:

The parties agree to keep confidential all non-public information obtained in connection with this Agreement and the investment, except as required by law or with prior written consent of the other party. This obligation shall survive the termination of this Agreement.

Indemnification:

Each party shall indemnify, defend and hold harmless the other party and its affiliates, officers, directors, employees, agents and representatives from and against any and all losses, damages, liabilities, costs and expenses arising out of or resulting from any breach of this Agreement, including any untrue statement of a material fact or omission of a material fact required to be stated herein.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of __________, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in __________ County, __________, for the resolution of any disputes arising under or related to this Agreement.

Entire Agreement:

This Agreement, including all schedules, exhibits and attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous discussions, negotiations and agreements, whether oral or written. Any amendment or modification must be in writing and signed by both parties.

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 the invalid, illegal or unenforceable provision were not contained herein.

Counterparts and 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. Signatures delivered by electronic means shall be deemed to have the same legal effect as original signatures.

INVESTOR'S SIGNATURE	**COMPANY'S SIGNATURE**
Signature: __________________________	Signature: __________________________