EQUITY OWNERSHIP AGREEMENT

Location: ______________________ Date: ______________________

Parties:

Company Name: ______________________

Principal Office Address: ______________________

Incorporation State: ______________________

Investors:

Investor Name: ______________________

Address: ______________________

Contact Info (Phone/Email): ______________________

Equity Details:

Total Equity Issued: ______________________ Shares/Units

Price per Share/Unit: ______________________

Investor's Equity Percentage: ______________________

Capital Contributions:

Amount Contributed: ______________________ USD

Payment Method: ______________________

Representations and Warranties:

The Company represents and warrants that it is duly organized, validly existing, and in good standing under the laws of its state of incorporation, with full power and authority to enter into this Agreement.

The Investors represent and warrant that they have the legal capacity to enter into this Agreement and that their capital contributions are lawful funds.

All parties agree that this Agreement constitutes a valid and binding obligation enforceable against them in accordance with its terms.

Management and Voting Rights:

Investors shall have voting rights proportionate to their ownership percentage as defined herein. Management of the Company shall be conducted by the Board of Directors or Managers as applicable in accordance with the Company's governing documents and applicable law.

Transfer Restrictions:

No Investor shall transfer, sell, pledge, or otherwise dispose of any equity interest without the prior written consent of the Company and in compliance with applicable securities laws and this Agreement.

Distributions:

Distributions of profits, losses, and other financial benefits shall be allocated to Investors in proportion to their equity interests, subject to applicable law and the terms of this Agreement.

Confidentiality:

All parties agree to maintain the confidentiality of proprietary and sensitive information received in connection with this Agreement, except as required by law or with prior written consent.

Indemnification:

Each party agrees to indemnify and hold harmless the others from any claims, damages, or liabilities arising out of breaches of this Agreement or negligence, to the fullest extent permitted by law.

Governing Law and Venue:

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

Dispute Resolution:

Any disputes arising under or related to this Agreement shall be resolved first through good faith negotiations. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

Entire Agreement and Amendments:

This Agreement, including any attached exhibits or schedules, constitutes the entire agreement among the parties relating to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. No amendment or modification shall be effective unless in writing signed by all parties.

Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the original intent.

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 and the same instrument. Electronic signatures shall be deemed valid and binding.

COMPANY AUTHORIZED SIGNATORY	INVESTOR SIGNATURE
Signature: ___________________________	Signature: ___________________________