

INVESTMENT AGREEMENT

Location: _____ Date: _____

Investor Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Company Information:

Company Name: _____

Incorporation State: _____

Company Address: _____

Contact Phone/Email: _____

Investment Details:

Investment Amount: _____ USD

Equity Percentage (%): _____

Payment Method and Schedule: _____

Clause 1 – Purpose

This Agreement sets forth the terms and conditions under which the Investor agrees to invest in the Company, and the Company agrees to accept such investment, in exchange for equity interest as specified herein.

Clause 2 – Investment Amount and Equity

Investor agrees to provide the Investment Amount as consideration for receiving the Equity Percentage of ownership interest in the Company. The Investment Amount shall be paid in full according to the Payment Method and Schedule specified above.

Clause 3 – Representations and Warranties of the Company

The Company represents and warrants that it is duly organized, validly existing, and in good standing under the laws of its state of incorporation, has full power and authority to enter into this Agreement, and that the execution and performance of this Agreement have been duly authorized by all necessary corporate actions.

Clause 4 – Representations and Warranties of the Investor

The Investor represents and warrants that they have full legal capacity to enter into this Agreement, that the Investment Amount is lawful and not derived from illegal activities, and that this investment complies with all applicable securities laws and regulations.

Clause 5 – Use of Investment Proceeds

The Company shall use the Investment Amount solely for the purposes described in its business plan provided to the Investor and for legitimate business expenses, and not for any unlawful activities.

Clause 6 – Rights and Obligations

Investor shall have rights proportional to the Equity Percentage, including voting rights and rights to distributions, subject to any shareholder agreements or Company bylaws. The Investor agrees to comply with all applicable laws and Company policies.

Clause 7 – Confidentiality

Each party agrees to keep confidential any non-public information received from the other party in connection with this Agreement, except as required by law or with prior written consent.

Clause 8 – Compliance with Laws

Both parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with this Agreement and the transactions contemplated herein.

Clause 9 – Indemnification

Each party shall indemnify, defend, and hold harmless the other party from and against any claims, losses, damages, liabilities, costs, or expenses arising from breach of any representation, warranty, or covenant made in this Agreement.

Clause 10 – Termination

This Agreement may be terminated upon mutual written consent of the parties or upon material breach by either party that remains uncured after thirty (30) days' written notice.

Clause 11 – 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 law principles. The parties consent to exclusive jurisdiction of state and federal courts located in _____ County, _____.

Clause 12 – Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved first through good faith negotiation between the parties. If unresolved, disputes shall be submitted to binding arbitration under the rules of the American Arbitration Association.

Clause 13 – Entire Agreement

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

Clause 14 – Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

Clause 15 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 16 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original but all of which together constitute one agreement.

Clause 17 – Notices

All notices shall be in writing and deemed received when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or electronic means confirmed by recipient.

Clause 18 – No Waiver

Failure or delay by either party to enforce any provision shall not constitute a waiver of any rights under this Agreement.

Clause 19 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Clause 20 – Binding Effect

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

INVESTOR'S SIGNATURE

COMPANY REPRESENTATIVE'S SIGNATURE

Signature: _____

Signature: _____

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