

# SIMPLE EQUITY AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

This Simple Equity Agreement (the "Agreement") is entered into by and between:

Investor Name: \_\_\_\_\_  
Investor Address: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_

## Recitals:

WHEREAS, the Company desires to raise capital for its business operations and growth, and WHEREAS, the Investor desires to invest funds in exchange for equity ownership in the Company on the terms set forth herein.

### 1. Investment and Equity

The Investor agrees to invest the amount set forth below, and in exchange, the Company agrees to issue to the Investor shares of its equity, representing the percentage ownership stated. The specific investment amount and equity percentage shall be mutually agreed upon and documented separately.

### 2. Use of Proceeds

The Company shall use the investment proceeds solely for lawful business purposes, including but not limited to operations, marketing, product development, and capital expenditures.

### 3. Representations and Warranties of the Company

The Company represents that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, has all requisite power and authority to enter into this Agreement, and that the execution and performance do not violate any agreements or laws.

### 4. Representations and Warranties of the Investor

The Investor represents that they have the legal capacity to enter into this Agreement, is acquiring the equity for investment purposes only, and acknowledges the risks associated with private investments.

### 5. Rights of the Investor

The Investor shall have the rights associated with ownership of the equity issued, including voting rights, rights to dividends, and rights to information, subject to the Company's organizational documents and applicable law.

### 6. Restrictions on Transfer

The equity issued shall be subject to restrictions on transfer, including but not limited to rights of first refusal and compliance with securities laws.

### 7. Confidentiality

Each party agrees to keep confidential all non-public information obtained in the course of this Agreement, except as required by law or agreed in writing.

### 8. Indemnification

Each party agrees to indemnify and hold harmless the other party from any losses arising from breaches of representations, warranties, or covenants.

#### **9. Term and Termination**

This Agreement shall remain in effect unless terminated by mutual written consent. Termination shall not affect accrued rights or obligations.

#### **10. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_. The parties consent to the exclusive jurisdiction and venue of state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **11. No Public Offering**

The Investor acknowledges that the equity has not been registered under federal or state securities laws and is being sold in a private transaction.

#### **12. Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, overnight courier, or electronic mail with confirmation.

#### **13. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understandings, and negotiations.

#### **14. Amendments**

Any amendments to this Agreement must be in writing and signed by both parties.

#### **15. Severability**

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

#### **16. Counterparts**

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

#### **17. Binding Effect**

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

#### **18. No Waiver**

No failure or delay in exercising any right shall operate as a waiver thereof.

#### **19. Further Assurances**

The parties agree to execute and deliver such further documents and take such further actions as may be necessary to effectuate the purposes of this Agreement.

#### **20. Headings**

Headings in this Agreement are for convenience only and shall not affect interpretation.

**INVESTOR'S SIGNATURE**

**COMPANY REPRESENTATIVE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Original source of this document:

<https://agreementdocs-us.com/simple-equity-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementdocs-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.