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COMPANY NAME HERE, INC.

COMMON STOCK PURCHASE AGREEMENT

Subscriber Name Here

This Agreement is made and entered into by and between: Company Name Here, Inc., a Washington corporation (the “Company”); and the undersigned purchaser of the Company’s common stock (the “Investor”), effective as of the date of execution of this Agreement on behalf of the Company by a Company officer on the signature page hereof (the “Company Execution Date”). The Company and Investor agree as follows:

1. Sale and Purchase of Shares. Subject to the terms and conditions of this Agreement, the Investor agrees to purchase from the Company, and the Company agrees to sell to the Investor, **28,735** shares of the common stock of the Company (the “Shares”), at a purchase price of **\$0.XX** per share, which represents an aggregate purchase price of **\$24,999.45**. In connection with the execution of this Agreement, the Investor has delivered to the Company a check in the amount of the aggregate Purchase Price, receipt of which is hereby acknowledged by the Company. The Investor agrees and acknowledges that the initial sale and transfer of the Shares will be effective as of the Company Execution Date, and that this Agreement will not be effective unless and until the Company accepts this Agreement as evidenced by execution of the signature page of this Agreement on behalf of the Company by a Company officer. “Shares” are defined as the purchased Shares and all securities received in replacement of or in connection with the Shares pursuant to stock dividends or splits, all securities received in replacement of the Shares in a recapitalization, merger, reorganization, exchange or the like, and all new, substituted or additional securities or other properties to which Purchaser is entitled by reason of Purchaser’s ownership of the Shares.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to Investor as follows:

(a) Authorization. All corporate action on the part of the Company and its officers, directors and shareholders, necessary for the authorization, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein, and for the authorization, issuance and delivery of the Shares being sold hereunder, has been taken or will be taken, and this Agreement constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms.

(b) Other Agreements. The execution, delivery and performance of this Agreement will not cause the Company to be in violation of or in default under any applicable laws, the articles or bylaws of the Company, or any material document, agreement or instrument to which the Company is a party or by which its assets may be bound.

3. Representations and Warranties of Investor. Investor hereby represents and warrants as follows:

(a) Authorization. Investor has full power and authority duly to execute, deliver and perform this Agreement and to own the Shares for Investor's own benefit; Investor is a resident of the state of residency set forth below Investor's signature at the end of this Agreement; all acts and conditions required by law to authorize the execution, delivery and performance by Investor of this Agreement and the transactions contemplated herein have been duly performed and satisfied; and this Agreement constitutes a valid and legally binding obligation of Investor, enforceable against Investor in accordance with its terms.

(b) Ability to Bear Risk. The Investor is in a financial position to hold the Shares and is able to bear the economic risk and withstand a complete loss of Investor's investment in the Shares.

(c) Purchase for Own Account. This Agreement is made with Investor in reliance upon Investor's representation to the Company, which, by Investor's execution of this Agreement, Investor hereby confirms that the Shares are being acquired for investment for Investor's own account, and that Investor does not have any present intention of selling, granting any participation in, or otherwise distributing the Shares to any third party.

(d) High Degree of Risk. The Investor recognizes that the Shares as an investment involve an extremely high degree of risk. The Investor is aware that the Company is a start-up enterprise with no operating history. There can be no assurance that the Company will be able to meet its projected goals and the Company may need significant additional capital to be successful, which capital may not be readily available or available upon terms that are not substantially dilutive to the Investor.

(e) Suitability. The investment in the Shares is suitable for the Investor based upon his/her/its investment objectives and financial needs, and the Investor has adequate net worth and means for providing for his/her/its current financial needs and contingencies and has no need for liquidity of investment with respect to the Shares.

(f) Professional Advice. The Investor has obtained, to the extent Investor deems necessary, Investor's own professional advice with respect to the risks inherent in the investment in the Shares, and the suitability of the investment in the Shares in light of Investor's financial condition and investment needs.

(g) Disclosure of Information. Investor has been furnished with or has had access to such information as a sophisticated investor would customarily require to evaluate the merits and risks of the proposed investment together with such additional information as Investor considers necessary to verify the accuracy of the information supplied. Investor further represents that Investor has had an opportunity to ask such questions of the Company's officers, employees and representatives as Investor has deemed necessary or desirable. Investor further represents and acknowledges that Investor has been solely responsible for

Investor's own (i) due diligence investigation of the Company, its management and its business, (ii) analysis of the merits and risks of this investment, and (iii) analysis of the terms of the investment, and that in taking any action or performing any role relative to the arranging of the proposed investment, Investor has acted solely in Investor's own interest.

(h) Investment Experience; Accredited Investor Status. Investor is an "accredited investor" as that term is defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "Act"). Investor acknowledges that Investor has fully and accurately completed the Investor Certificate attached as Schedule A (the "Certificate"). Investor acknowledges that although Investor's answers set forth on the Certificate will be kept strictly confidential, the Company may present this Subscription Agreement and the Certificate to such parties as it deems appropriate in order to assure itself that the offer and sale of the Securities will not result in a violation of the registration provisions of the Securities Act or a violation of the securities laws of any state. Investor is a sophisticated investor, can bear the economic risk of investment for an indefinite period of time, and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment in the Shares. If other than an individual, the Investor also represents Investor has not been organized for the purpose of acquiring the Shares.

(i) Restrictions on Transfer; Legends. Investor is aware that the Shares and the interests therein are not being registered under the Act and any applicable state securities laws in reliance upon exemptions from registration. The Shares cannot be sold, transferred or otherwise disposed of by the Investor without an effective registration statement or applicable exemption from registration. It is understood that the Shares may bear legends reflecting such restrictions and any other legend required by the laws of any other applicable jurisdiction.

(j) Exemption Reliance. The Investor has been advised that the Shares are not being registered under the Act or the applicable state securities laws but are being offered and sold pursuant to exemptions from such laws and that the Company's reliance upon such exemptions is predicated in part on the Investor's representations contained herein. If other than an individual, the Investor represents that it has not been organized for the purpose of investing in the Shares.

(k) Market and Financial Projections. Investor acknowledges the Company's Business Plan, a copy of which has been furnished to Investor, contains numerous express and implied projections, all of which are based upon certain assumptions made by the Company. Investor further acknowledges such assumptions may be incomplete or inaccurate, and unanticipated events and circumstances are likely to occur. Although the Company believes that the assumptions are reasonable and well founded, Investor understands that any statement as to the likelihood of success or profitability of the Company are opinion only, and the realization of any projection is subject to many factors beyond the control of the Company. Investor further acknowledges the projections do not constitute representations as to future operations, and no assurances can be given to the reliability of the assumptions on which they are based, or that