**NOTE PURCHASE AGREEMENT**

This Note Purchase Agreement, referred to hereinafter as the “Agreement”, is made effective on [SPECIFY THE EFFECTIVITY DATE], by and between:

[SPECIFY COMPANY NAME AS STATED IN THE ARTICLES OF INCORPORATION], a corporation registered, formed and existing under the laws of [SPECIFY THE STATE OR COUNTRY OF INCORPORATION], engaged in the business of [SPECIFY THE NATURE OF THE BUSINESS OF THE COMPANY], having its principal place of business at [SPECIFY THE COMPLETE ADDRESS AS STATED IN THE ARTICLES OF INCORPORATION], hereinafter referred to as the “Purchaser”.

**AND**

[SPECIFY COMPANY NAME AS STATED IN THE ARTICLES OF INCORPORATION], a corporation registered, formed and existing under the laws of [SPECIFY THE STATE OR COUNTRY OF INCORPORATION], engaged in the business of [SPECIFY THE NATURE OF THE BUSINESS OF THE COMPANY], having its principal place of business at [SPECIFY THE COMPLETE ADDRESS AS STATED IN THE ARTICLES OF INCORPORATION], hereinafter referred to as the “Company”.

As parties to this Agreement, the aforementioned companies shall hereinafter be referred to collectively as the “Parties”.

**WHEREAS,** subject to the terms and conditions set forth in this Agreement, the Company has requested that a Convertible Promissory Note be purchased by the Purchaser in accordance with the form prescribed hereto as attached in Annex A, referred to hereinafter as the “Note”.

 **WHEREAS,** the Purchaser has agreed that the terms and conditions of this Agreement shall primarily govern the purchase transaction of the Note.

**NOW, THEREFORE**, in view of the foregoing premises, the terms, conditions, representations, warranties, indemnities, covenants and consensus contained in this Agreement, with the manifest intention to be legally bound hereto, the following has been agreed by the Parties:

**PURCHASE OF THE NOTE**

 The Company agrees to issue and sell to the Purchaser and the Purchaser agrees to purchase from the Company the Note, in the form prescribed in Exhibit A of this Agreement.

The Parties agree that the purchase price of the Note shall be [AMOUNT AND CURRENCY].

The purchase price shall be payable in cash to the Company at the Closing. Nonetheless, the Purchaser may communicate its desire to pay the purchase price in installments, provided, that the Purchaser shall make such communication within [NUMBER OF DAYS] business days prior to the Effective Date of this Agreement, subject to the approval of the Company which must be reduced in writing.

Upon payment of the purchase price or upon agreement by the Parties that the same shall be paid in installment, the Company shall simultaneously deliver to the Purchaser the Note. It is hereby agreed by the Parties that such delivery of the Note, Purchase Agreement and any other documents may be made electronically and the copy of the original documents be delivered on a later date but not later than [NUMBER OF DAYS] business days after the Effective Date.

Regardless of any contrary provisions contained in this Agreement, the Company’s other liabilities, with respect to its payment, shall be junior to the indebtedness of the Company to the Purchaser as evidenced by this Note.

Nothing in this Agreement shall be understood that the Purchaser or any of its Affiliates, including its agents, representatives, officers or employees, agreed to render or has rendered any kind of service to the Company as a result of executing the terms and conditions of this Agreement and the issuance of the Note.

**TAXES**

Any taxes imposed respective upon each of the parties or upon them collectively arising out of or relating to the transactions or terms and conditions of this Agreement, shall be paid accordingly in the following manner: (a) if pertaining exclusively to a party, such payment shall be exclusively by such party; and (b) if pertaining collectively to the Parties, such shall be paid by the collectively, unless otherwise agreed.

**WARRANTIES AND REPRESENTATIONS**

The following are the matters covered by the Company’s warranties and representations:

1. That the Grantee is formed, organized and duly existing as a de jure Corporation under the laws of [SPECIFY THE COUNTRY OR STATE WHERE THE ARTICLES OF INCORPORATION IS REGISTERED].
2. That the Company and/or its representative/s is/are duly authorized in accordance with its articles of incorporation, corporate bylaws and board resolution, to execute, deliver and perform the terms and conditions of this Agreement. The Company has the full power and authority to carry out the obligations under this Agreement; and to execute and consummate the necessary transactions to fulfill the said obligations. The Parties performance of their respective obligations under this Agreement is under no restrictions or conditions whatsoever that could affect the carrying out of the said obligations.
3. The copies of the Financial Statements of the Company provided to the Purchaser have been prepared in accordance with the Generally Accepted Accounting Principles (GAAP), and are complete and correct in all material respects. The matters contained therein, in relation to their respective dates and periods, reflects the Company’s financial position, results of business operation and other matters in relations to the business of the Company. However, with respect to unaudited Financial Statements, such are subject to end of period adjustments not yet reflected on the said Financial Statements.
4. There are no liabilities, whether fixed or contingent, matured or not, which are not stated in the copies of the Financial Statements.
5. Upon the execution, performance and delivery of this Agreement, including the consummation of all transactions that would arise thereafter in relation the said agreement, the same shall not and do not conflict with, contravene or violate, whether directly or indirectly, the articles of incorporation of the Company, any law or rules and regulations of the Securities and Exchange Commission or other governmental agencies. It shall not expose the Purchaser to any legal proceeding upon the execution of this proceeding nor shall it be contrary to any judgments, orders, resolutions, decrees, injunctions, attachments, garnishments and other writs or court processes. It shall not result in any encumbrance, whether on the Note or other assets or properties of the Company. It shall not give rise to a right by third persons to exercise any clauses contained in the contracts wherein the Company is a party, which would terminate such contract at the instance of the other party, or shall give such party to exercise the acceleration or cancellation clause in the contract, if there are any, in which case the Company’s ability to comply with its obligations under this Agreement is substantially impaired, or if the resulting impairment is not substantial, nevertheless would have precluded the Purchaser from giving its consent to enter into this Agreement.
6. No insolvency, bankruptcy, dissolution, winding up or liquidation proceedings have been taken or authorized by the Company at the date of the execution of this Agreement, or [NUMBER OF YEARS] years prior to such date provided that the has been finally abandoned or terminated. It further warrants that no such proceeding shall be initiated by the Company within [NUMBER OF YEARS] from the Effective Date of this Agreement.

The following are the matters covered by the Purchaser's warranties and representations:

1. That the Grantee is formed, organized and duly existing as a de jure Corporation under the laws of [SPECIFY THE COUNTRY OR STATE WHERE THE ARTICLES OF INCORPORATION IS REGISTERED].
2. That the Purchaser and/or its representative/s is/are duly authorized in accordance with its articles of incorporation, corporate bylaws and board resolution, to execute, deliver and perform the terms and conditions of this Agreement. The Purchaser has the full power and authority to carry out the obligations under this Agreement; and to execute and consummate the necessary transactions to fulfill the said obligations. The Parties performance of their respective obligations under this Agreement is under no restrictions or conditions whatsoever that could affect the carrying out of the said obligations.
3. All the request for information or access to the same by the Purchaser has been duly acted upon by the Company, and the former had a reasonable time and opportunity to make a review of all the requested information that it deemed necessary.

1. The Purchaser has sufficient knowledge and experience with respect to investments of similar nature with this Agreement, including the assessments of its risks and merits. However, this shall not mean that the warranties and representations of the Company under this Agreement is rendered without effect.
2. Should the Purchaser elect to pay the purchase price by check, the Purchaser warrants that the check is funded and the same is sufficient to pay the purchase price or any amount due to the Seller, if so included or covered by the check payment.
3. Upon the execution, performance and delivery of this Agreement, including the consummation of all transactions that would arise thereafter in relation the said agreement, the same shall not and do not conflict with, contravene or violate, whether directly or indirectly, the articles of incorporation of the Company, any law or rules and regulations of the Securities and Exchange Commission or other governmental agencies. It shall not expose the Company to any legal proceeding upon the execution of this proceeding nor shall it be contrary to any judgments, orders, resolutions, decrees, injunctions, attachments, garnishments and other writs or court processes. It shall not result in any encumbrance, whether on the claim over the purchase price or any other claim of the Company to the Purchaser arising out of this Agreement. It shall not give rise to a right by third persons to exercise any clauses contained in the contracts wherein the Purchaser is a party, which would terminate such contract at the instance of the other party, or shall give such party to exercise the acceleration or cancellation clause in the contract, if there are any, in which case the Purchaser’s ability to comply with its obligations under this Agreement is substantially impaired, or if the resulting impairment is not substantial, nevertheless would have precluded the Company from giving its consent to enter into this Agreement.

**DEFINITION OF TERMS**

“Affiliate”, in relation to a party in this Agreement, shall mean any corporation, partnership, firm, association, person or other juridical entities which is controlled by such party, but only insofar as such control is present. There shall be such control when such party owns, or directly or indirectly controls at least fifty percent (50%) of the common stocks of such corporation, or any other stock, which as provided under its Articles of Incorporation, has the power to vote in the election of its Board of Directors; or in cases where such party possesses the power to direct the affairs or business of the corporation, including the determination of its business policies.

“Business Day” shall mean working days in [COUNTRY OR STATE] except those falling on a Saturday, Sunday or any other day on which the banks located in [COUNTRY OR STATE] are allowed or mandated to closed by any pertinent laws.

“Effective Date” shall mean the date the parties have executed this Agreement.

“Encumbrance” is herein defined as any charge or lien in the form of mortgages whether real or chattel, pledge, leases, easements, restrictions, security of an interest in a contract other than by mortgage or pledge, and other contracts or agreements of similar nature. The same would also refer to adverse claim of a third person with regards to the said property such as annotations on the titles in connection to any pending litigation of the property or defects of title whether verified or not, and other judicial or administrative processes of the similar nature.

“Financial Statements” shall mean, the unaudited financial statements of the Company as of [DATE], and the audited financial statements of the Company as of [DATE].

“Material Adverse Effect”, shall mean a negative or detrimental effect that by its degree is material to the business operations, financial conditions, or assets of the Company.

“Person” shall mean, a natural person or one with juridical personality, such as corporations, partnerships, associations, government entities or subdivisions, and other entities of similar nature vested by law with artificial personality.

“Purchase Agreement” refers to this Note Purchase Agreement and the terms and conditions contained herein, including the amendments or supplemental agreements made therein as may be agreed upon by the Parties.

“Purchase Documents” shall refer to the Convertible Promissory Note as attached herein, and this Note Purchase Agreement.

“Senior Indebtedness” shall mean, all that liabilities of the Company to the extent secured by its assets.

“Supplemental Agreement” is herein defined as any agreement entered into by the Parties after the execution of this agreement which would contain any amendments or further agreements by the parties not contained herein.

“Tax” is herein defined as any assessment, toll, fee, duties, levy or any other formal charge imposed by a governmental entity upon one or all of the parties which includes, income, real property, personal property, withholding, franchise, donor, social security, social contribution, sales, excise, transfer, payroll, employment, disability, gross receipts, capital gains, ad-valorem, value-added and all other kind of taxes, including any penalties or fines that may arise as a result of any undue payments of the foregoing. The same shall also cover liabilities of any other person who may be subjected to the impositions as an incident to any transfer or succession as a result of a contract or by operation of law.

**AMENDMENTS**

Any amendments to this Agreement shall be reduced in writing which shall be contained in an amended or supplemental agreement, superseding or repealing therein any provisions which are inconsistent with the amendments or additional provisions made.

**SEVERABILITY**

If any of the terms and conditions of this Agreement be rendered illegal, unenforceable, or invalid by any law or decision of a competent authority, the remaining provision, if they can stand alone, shall stand as valid, enforceable and legal with the same binding effect as though none of the provisions of this Agreement has been severed.

**VENUE AND GOVERNING LAW**

This Agreement and all the contemplated transactions thereby shall be governed and interpreted by the internal laws of [SPECIFY THE STATE OR COUNTRY WHOSE LAWS SHALL GOVERN THE AGREEMENT]. All claims, actions or suits in relation to this Agreement, including third party claims, shall be brought solely and to the exclusion of other courts, tribunal or body, on [SPECIFY THE COURT, TRIBUNAL OR BODY, INCLUDING THE COMPLETE ADDRESS OF SUCH COURT, TRIBUNAL OR BODY]. By the execution of this Agreement, the above premises considered, the above-mentioned court shall be the sole venue to bring such claim, suit or action.

**MISCELLANEOUS**

This Agreement embodies the entire agreement between the Parties, and all prior discussions, writings, negotiation, and understandings are consolidated in and are superseded, repealed and canceled by, this Agreement. This Agreement may not be altered, modified or amended unless a written consent of the Parties be first had. This Agreement does not confer any remedies or rights, as may be provided herein, to any third party, be it a natural or juridical person or entity, including their successors in interests or permitted assignees. This instrument may be signed by the Parties electronically with the same effect as if their signatures were fixed personally by them in a conventional manner. This agreement may be signed in as many copies as may be desired by the parties at the date of execution, and the same copies will have the same binding effect with all other copies. In the interpretation of the terms and clauses of this agreement, due regard to the agreed governing law and court jurisdiction shall be given, having in mind that the terms, words, phrases and captions herein are used or included for convenience and reference of the parties, and shall be disregarded in case the circumstances would warrant. Should any of the date herein referred falls on a day not a business day or to a legal holiday, the next working day shall be considered for the purposes of this Agreement. Any attachments in the form of annexes, schedules or exhibits shall form part of this Agreement and reference thereto shall duly be made if such is necessary

**IN WITNESS WHEREOF**, on the date hereunder set forth as the effective date of this Agreement, the parties, through their duly authorized representatives, upon affixing their respective signatures, have caused the execution of this Agreement.

[COMPANY NAME]

Name of representative:

Signature:

Date:

[COMPANY NAME]

Name of representative:

Signature:

Date: