

INVESTMENT CONTRACTUAL AGREEMENT

PARTIES

- This Investment Contractual Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____ (hereinafter referred to as the “**Investor**”) and _____ with an address of _____ (hereinafter referred to as the “**Company**”) (collectively referred to as the “**Parties**”).

INVESTMENT

The Parties agree that the Investor will invest _____ in exchange for _____ Company’s shares.

INVESTMENT PAYMENT

- The Parties agree that the Investor will pay the investment amount via the method of _____ (check/ wire transfer) upon signing this Agreement.
- The Parties agree that the Investor will pay the investment amount on a _____ basis (one time/ recurring). In case the Parties agree that the Investor pays the investment amount on a recurring basis, the Investor will be obliged to pay an investment amount of _____ per year for a period of _____ years. This will be done in exchange for _____ shares in the Company.
- The Parties agree that the investment period will be over at least _____ years in which it will not be withdrawn.

MANAGEMENT AND CONTROL

- The Parties agree that the Company will be managed by the following:

Executives:

1. _____
2. _____
3. _____

Board of Directors

1. _____
2. _____
3. _____

Whereas the aforementioned has been determined by the Company’s majority shareholder.

DISTRIBUTION

- The Company's net profits, or net losses shall are to be determined and distributed on an annual basis.
- The Company shall determine and distribute available funds annually or at more frequent intervals as they see fit.

DISSOLUTION

- The Parties agree that in case dissolution occurs prior to the termination of this Agreement by the Parties, the Company will be obliged to pay the Investor his/her original investment amount.
- The Parties further agree that the Investor will be entitled to _____ of the appreciated value of the Company which is in accordance with the number of shares the Investor owns in the Company.

VOTING

- The Parties agree that the approval of actions by the Board will only be possible by Shareholders who hold more than _____ of the ownership in the Company.
- The Investor will have _____ of votes for approving actions by the Board when he/she possesses greater than _____ of ownership in the Company.
- The voting will occur biannually on the _____ of January and June.

CONFIDENTIALITY

- During the Term and for a period of _____ years thereafter, the Investor agrees to maintain in confidence all information of the Company and its clients disclosed that is identified as, or acknowledged to be, confidential at the time of disclosure (the "Confidential Information"), and shall not use, disclose or grant the use of the Confidential Information.

NON-COMPETITION

- During and for a period of _____ months following the termination of this Agreement, the Investor will not, directly or indirectly, without the written consent of the Company, own, manage, operate, control, be employed by, consult with or participate in or be connected with any entity owning or having financial interest in, whether direct or indirect, a business entity which is in the same line or lines of business as the Company's business.

TERMINATION

This Agreement may be terminated in case the following occurs:

1. Immediately in case one of the Parties breaches this Agreement.
2. By providing a written notice to the other party at least _____ days prior to the intended termination.
3. In case of the termination of this Agreement by the Investor, the majority shareholder will have the first right of refusal to purchase the shares of the investor. In case the majority shareholder refuses to purchase the shares of the investor, other shareholders will have the first right of refusal prior to other third party(s).
4. The Parties agree that the Investor will not sell shares to any party that is in the same industry like the Company. The majority shareholder of the Company will have the final approval of parties who are entitled to purchase the shares of the Investor.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

DISPUTE RESOLUTION

- Any dispute and/or difference arising out of or related to this Agreement will be submitted to _____ (Arbitration/mediation/negotiation) according to, and subject to the laws of _____.

GOVERNING LAW

- This Agreement will be governed by and construed according to the laws of _____.

ENTIRE AGREEMENT

- This Agreement is complete and with respect to the subject matter herein, supersedes all and any prior agreements, understandings, and conditions, expressed or implied, written or oral, of any nature with respect to the subject matter herein.

- The expressed terms control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms herein.

SIGNATURE AND DATE

- The Parties hereby agree to the terms/conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

INVESTOR

COMPANY

DATE

DATE
