

---

**Dated:**

2021

- (1) [EXISTING SHAREHOLDER]
- (2) [FOUNDER(S)]
- (3) [MAJOR INVESTOR]
- (4) [LEAD INVESTOR]
- (5) [COMPANY]

---

**INVESTMENT AGREEMENT TEMPLATE**

---

<b>Clause</b>		<b>Page</b>
1	DEFINITIONS AND INTERPRETATION	2
2	SUBSCRIPTION	6
3	CONDITIONS PRECEDENT	6
4	COMPLETION	8
5	POST COMPLETION OBLIGATIONS	9
6	WARRANTIES	10
7	MAJOR INVESTOR PUT OPTION & PARTICIPATION RIGHT	10
9	GOVERNANCE PROVISIONS	11
10	COSTS	12
11	FURTHER ASSURANCE	12
13	OTHER PROVISIONS	13
<b>Schedules</b>		
1	COMPANY AND Founder(s) DETAILS	18
2	CAPITILIZATION TABLE	19
	Part A – Capitalization Table before Completion.	19
	Part B – Capitalization Table following Completion	19
3	GOVERNANCE OF COMPANY	20
4	RESERVED MATTERS	21
5	WARRANTIES	22
6	LIMITATION ON LIABILITY	28
7	Investor’s Warranties	29
8	DISCLOSURE LETTER	30
9	FORM OF FOUNDER(S) SERVICES AGREEMENT	32
10	FORM OF MANAGEMENT AGREEMENT	33

**AGREED FORM DOCUMENTS:<sup>1</sup>**

[Amended Articles]

[Disclosure Letter]

[Employee Share Plan]

[Founder(s) Services Agreement]

[IP Assignment Agreement]

[Management Agreement]

[Authority Matrix]

[INSERT OTHERS]

---

<sup>1</sup> This is a suggested list of documents to be negotiated and agreed between the Parties

**THIS AGREEMENT** is made on [DATE]

**BETWEEN**

- (1) [FOUNDER(S)], [•], a [•] [national with passport no. [•]][company registered in [•] under registration no. [•]] (the "**Founder(s)**");
- (2) [LEAD INVESTOR], a limited liability company incorporated in [INSERT] with registration number [INSERT], having its registered office at [INSERT] (the "**Lead Investor**");
- (3) [MAJOR INVESTOR], a limited liability company incorporated in [INSERT] with registration number [INSERT], having its registered office at [INSERT] (the "**Major Investor**"); and
- (4) [COMPANY], a limited liability company incorporated in [INSERT] with registration number [INSERT], having its registered office at [INSERT] (the "**Company**")

(each a "**Party**" and together the "**Parties**").

**BACKGROUND**

- (A) The Company was incorporated on [INSERT] to [ACTIVITY] under the laws of the Republic of Iraq with a share capital of [INSERT] and [INSERT] issued shares each with no par value the rights attached to them as set out in the memorandum and articles of association of the Company ("**Articles**").
- (B) The Company and the Founders have invited the Investor(s), and the Investor(s) [have/has] agreed, to subscribe for [NUMBER] shares ("**Subscription Shares**") in the Company as shown in the table set out in Schedule 2, each having a par value of US\$[INSERT] on the terms and subject to the conditions of this Agreement.
- (C) The [Lead][Major] Investor(s) will also be extending management support and other services to the Company pursuant to a management agreement to be entered into, in accordance with the terms of this Agreement ("**Management Agreement**").

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following words and expressions have the following meanings:

- "Articles"** has the meaning given in the Recitals;
- "Amended Articles"** the amended and restated articles of association of the Company in the Agreed Form;
- "Agreed Form"** means, in relation to a document, the form of the document agreed by the Investors and the Company as at the date of this Agreement (i) initialled by or on behalf of them for identification purposes, or (ii) via exchange of

emails by the Company and the Investor(s) each attaching such document and confirming that it is in agreed form, with such alterations as may be agreed in writing between the Investor(s) and the Company from time to time;

**"Applicable Law"**

means any laws, regulations, directives, statutes, subordinate legislation, by-laws, rules of common law, customary law and equity and civil codes of any jurisdiction, all judgments, orders, decrees, notices, instructions, decisions and awards of any court or competent authority or tribunal and all codes of practice or international treaties or conventions in each case having force of law, statutory guidance and policy notes, where each Person has business, operations or presence, and in each case, to the extent that the same is legally binding upon the relevant Person;

**"Audited Accounts"**

means, in relation to any Financial Year of the Company, the audited balance sheet of the Company (and, where relevant, the audited consolidated balance sheet of the Company and any company in relation to which the Company is its parent company) and the audited profit and loss account of the Company (and, where relevant, the audited consolidated profit and loss account of the Company and any company in relation to which the Company is its parent);

**"Bank Account"**

the following bank account of the Company:

Currency	US\$
Beneficiary bank	[INSERT]
Address	[INSERT]
ABA #	[INSERT]
SWIFT	[INSERT]
Account Name	[INSERT]
Account Number	[INSERT]
Ref	[INSERT]

**"Business"**

means the business of [INSERT];

<b>"Business Day"</b>	a day which is not a Friday or Saturday, or a public holiday in the Republic of Iraq;
<b>"Business Plan"</b>	means the business plan in respect of the Company, to be adopted by the Company (covering the Business of the Company) on or about the Completion Date;
<b>"Consideration"</b>	has the meaning given to it in <b>Clause 2.1</b> ;
<b>"Completion"</b>	means completion of the subscription by the Investors of the Subscription Shares pursuant to <b>Clause 4</b> ;
<b>"Completion Date"</b>	means the [fifth] Business Day after the date on which the last Condition has been satisfied or waived or such other date as the Company and the Investors may agree in writing;
<b>"Condition"</b>	has the meaning given to it under <b>Clause 3</b>
<b>"Data Room"</b>	means the electronic data room hosted on [INSERT] into which documents relating to the business of the Company have been made available to the Investors by the Company;
<b>"Data Room Information"</b>	means the documents made available by the Company to the Investor(s) in the Data Room;
<b>"Disclosure Documents"</b>	means this Agreement (including any Agreed Form document), the Disclosure Letter, and the Data Room Information;
<b>"Disclosure Letter"</b>	means the letter having the same date as this Agreement from the Company to the Investor(s) qualifying the Warranties, the receipt of which has been acknowledged by the Investor(s);
<b>"Encumbrances"</b>	means any mortgage, charge, pledge, hypothecation, lien, assignment by way of security, title retention, option, right to acquire, right of pre-emption, right of set off, counterclaim, trust arrangement or any other security, preferential right, equity or restriction, and any agreement to give or create any of the foregoing;
<b>"Financial Year"</b>	means a financial period of the Company commencing on [INSERT] and ending on [INSERT];
<b>["Founder(s) Services Agreement"</b>	means the services agreement, [in the Agreed Form], to be entered into by the Company and the Founder(s) on or before the Completion Date;]

<b>"Investors"</b>	All investors, including [the] Lead Investor(s) and Major Investor(s);
<b>"Intellectual Property Rights"</b>	has the meaning given in <b>paragraph 8.7 of Schedule 5</b> ;
<b>"IP Assignment Agreement"</b>	means the agreement in relation to the assignment of all Intellectual Property Rights relating to the Business, in the Agreed Form, to be entered into by the Company and the Founder(s) on or around the Completion Date;
<b>"Key Employees"</b>	means each of: (i) [INSERT]; and (ii) [INSERT];
<b>"Last Accounts Date"</b>	means [INSERT DATE OF LAST FINANCIAL STATEMENT];
<b>"Long Stop Date"</b>	means the date falling [INSERT] calendar months following the date of this Agreement;
<b>"Deemed Liquidation Event"</b>	means a merger, acquisition, sale of voting control or sale of substantially all of the assets of the Company in which the shareholders of the Company do not own a majority of the outstanding shares of the surviving corporation shall be deemed to be a liquidation;
<b>"Management Agreement"</b>	has the meaning given in the Recitals;
<b>"Notice"</b>	has the meaning given to it in <b>Clause 13</b>
<b>"Person"</b>	means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, association, co-operative society, governmental agency or any entity that may be treated as a Person under Applicable Law;
<b>"Subscription Shares"</b>	means [INSERT] shares;
<b>"Surviving Provisions"</b>	means Clauses [INSERT] (inclusive);
<b>"Transaction Documents"</b>	means this Agreement and any other document referred to in this Agreement (including any document in an Agreed Form);
<b>"Warranty"</b>	means the warranties set out in <b>Schedule 5</b> provided by the Company pursuant to <b>Clause 6</b> ; and
<b>"Warranty Claim"</b>	means a claim for breach of one or more of the Warranties.

1.2 In this Agreement, unless the context otherwise requires: (i) words and expressions which are capitalised but not defined herein shall have the same meanings as are given to them in the Articles.

- 1.3 Unless the context otherwise requires:
- 1.3.1 words importing the singular only shall include the plural and vice versa and references to natural persons shall include bodies corporate;
  - 1.3.2 headings are for ease of reference only and shall not be taken into account in construing this Agreement; and
  - 1.3.3 “**in writing**” means any communication made by letter or email, and “**written**” shall be construed accordingly.

## 2. **SUBSCRIPTION**

- 2.1 Subject to the Conditions being satisfied or, where applicable, waived, the Investors hereby subscribe for the Subscription Shares at an aggregate price of US\$[INSERT] (the “**Consideration**”) and the Company shall issue the Investor, the Subscription Shares at Completion, free and clear of all Encumbrances together with all rights attaching, or accruing, to them on and after the Completion Date.

## 3. **CONDITIONS PRECEDENT**

- 3.1 Completion shall be subject to the satisfaction or waiver, as the case may be, of each of the following conditions:
- 3.1.1 the Company adopting the Amended Articles;
  - 3.1.2 the Company entering into the Founder(s) Services Agreement with the Founder(s). [The terms of the Founder(s) Services Agreement shall [include non-disclosure, non-competition and non-solicitation provisions (to the fullest extent permitted by applicable law), with such non-competition and non-solicitation covenants to be applicable during the term of each Founder(s)’ employment by the Company and for one year after the termination thereof] OR [in the form set out in **Schedule 9** (Form of Founder(s) Services Agreement);]
  - 3.1.3 the Company entering into the Management Agreement with the [Lead][Major] Investor(s). [The terms of the Founder(s) Services Agreement shall [include non-disclosure, non-competition and non-solicitation provisions (to the fullest extent permitted by applicable law), with such non-competition and non-solicitation covenants to be applicable during the term of each Founder(s)’ employment by the Company and for one year after the termination thereof] OR [in the form set out in **Schedule 10** (Form of Management Agreement);]
  - 3.1.4 the Company adopting the Authority Matrix;
  - 3.1.5 the Founder(s) irrevocably and unconditionally waive(s) any rights of pre-emption conferred on such Existing Shareholder pursuant to the Articles or otherwise over any of the Subscription Shares, together with any other rights which may restrict the issuance of the Subscription Shares to the Investors, whether under the Articles, any agreement, Applicable Law or otherwise;



- 3.1.6 [the Company obtaining Keyperson insurance on [NAMES OF FOUNDER(S)] for the benefit of the Company and suitable directors and officers insurance;]
- 3.1.7 the Company passing a shareholder resolution to:
  - 3.1.7.1 adopt the Amended Articles [in a form satisfactory to the Investors, containing our key requirements]; and
  - 3.1.7.2 authorising the capital increase to allow for the issuance of the Subscription Shares.
- 3.1.8 the Company entering into the IP Rights Agreement with the Founder(s) whereby the Founder(s) duly assign to the Company the relevant Intellectual Property Rights;
- 3.1.9 [the Investors obtaining all necessary approvals to raise capital for the full amount of the Consideration;]
- 3.1.10 The Founder(s) providing the Investors with a promissory note to secure the Put Price;
- 3.1.11 the Investors being satisfied with:
  - 3.1.11.1 the terms of the Company's banking arrangements;
  - 3.1.11.2 the terms of the service agreements of the executive directors of the Company;
  - 3.1.11.3 [the responses given by the Founders to the New Investors' questionnaire;] and
  - 3.1.11.4 the financial position and trading prospects of the Company immediately before Closing and with the forecasts of the Company;
- 3.1.12 [OTHER CONDITIONS],

(each a "**Condition**").

- 3.2 [The Company shall use its reasonable endeavours to satisfy the Conditions set out in Clause [INSERT] as soon as possible after the date of this Agreement and in any event not later than the Long Stop Date. The Subscriber shall use its reasonable endeavours to satisfy the Conditions set out in Clause [INSERT] as soon as possible after the date of this Agreement and in any event not later than the Long Stop Date.
- 3.3 If, at any time, either the Company or the Investors become aware of a fact or circumstance that might prevent a Condition being satisfied, that Party shall as soon as practicable thereafter inform the other Party of this.
- 3.4 Each of the Company and the Investor(s) shall inform the other Party of the satisfaction of each Condition it is required to satisfy as soon as possible after becoming aware of the same.

- 3.5 At any time on or before the Long Stop Date the Company and the Investor(s) may agree, in writing, to waive any of the Conditions set out in **Clause 3.1**.
- 3.6 If the Conditions have not been waived pursuant to **Clause 3.5** (if relevant) or have not been satisfied, in each case, by the Long Stop Date, the Company and the Investor(s) may by agreement in writing, extend the Long Stop Date by [INSERT] calendar days or such other period as agreed by them in writing (in which case, the provisions of this Agreement shall continue to apply until the expiry of this extended period and references to the Long Stop Date in this Agreement shall be to the date as extended in accordance with this **Clause 3.6**).
- 3.7 If the Long Stop Date is not extended pursuant to **Clause 3.6** or if the Long Stop Date is extended pursuant to such Clause but expires without the Conditions being fulfilled or waived, then this Agreement shall automatically terminate with immediate effect on the day immediately following the Long Stop Date or the extended Long Stop Date (as the case may be), in which case no Party (nor any of its Affiliates) shall have any claim under the Transaction Documents of any nature against any other Party (or any of its or their Affiliates) except in respect of any rights and liabilities which have accrued before termination or under any of the Surviving Provisions.

#### 4. **COMPLETION**

- 4.1 Completion shall take place on the Completion Date when the events set out in **Clause 4.2** and **4.3** shall take place.
- 4.2 The Company shall deliver to the Investors:
- 4.2.1 a copy of the IP Assignment Agreement duly executed by the Founder(s) and the Company;
  - 4.2.2 duly executed resolutions of the board, which (i) approve the execution by the Company of each of this Agreement and any Transaction Document; (ii) authorize the issuance of share certificates to the Investors in respect of the Subscription Shares; (iii) approve the issue of the Subscription Shares to the Investors; (iv) authorize the appointment of the Investor Director to the Board; (v) authorize one or more representative of the Company to make all necessary and appropriate entries in the books and registers of the Company and to make all necessary filings and notifications with the relevant authorities in the Republic of Iraq;
  - 4.2.3 a duly certified copy of the Company's commercial license setting out the members and directors of the Company (i) confirming the issuance of the Subscription Shares to the Investor(s); and (ii) evidencing the appointment of the Investor Director;
  - 4.2.4 a copy of the duly adopted Amended Articles registered by the authorities in the Republic of Iraq;
  - 4.2.5 a copy of the Founder(s) Services Agreement duly executed by the Founder(s) and the Company; and

- 4.2.6 [a copy of the Management Agreement duly executed by the [Lead][Major] Investors and the Company].
- 4.3 The Company shall make all necessary and appropriate entries in the books and registers of the Company, and all necessary filings and notifications with the relevant authorities in the Republic of Iraq to give effect to the provisions of this Agreement.
- 4.4 The Investors shall:
- 4.4.1 [deliver to the Company a copy of the resolution of the board of directors of each Investor approving the subscription to the applicable Subscription Shares;]
- 4.4.2 pay into the Company's [Bank Account] OR [(as may be designated by the Company to the Investors in writing from time to time)] the Consideration in immediately available funds, and the Company shall provide Investor(s) evidence of receipt of the Consideration in [the relevant bank account] OR [such Bank Account].

## 5. **Post Completion Obligations**

- 5.1 [The Company shall, as soon as possible but in no event later than 90 calendar days following the Completion Date establish an employee share plan on terms substantially similar to the Employee Share Plan pursuant to which certain employees of the Company shall be entitled to receive (through the Founder(s)) in aggregate [INSERT] shares in the Company.]
- 5.2 The Investors agree to furnish the Company with any information, representations and forms as shall reasonably be requested by the Company from time to time which are necessary for the Company to comply with any Applicable Law or tax requirements or to determine the extent of, and to fulfil, its withholding obligations.
- 5.3 The Company agrees to furnish:
- 5.3.1 the Investors with annual financial statements and narrative updates from Management
- 5.3.2 the Investors with the Audited Accounts and any Audited Accounts for the Company (complying with all relevant legal requirements) in respect of each Financial Year as soon as reasonably practicable but in any event not later than [three] months after the end of each Financial Year;
- 5.3.3 the Investors with the monthly management accounts of the Company, which [shall include a consolidated profit and loss account, balance sheet and cash flow statement of the Company no later than [10] Business Days after the end of each such month;
- 5.3.4 the Investors with, copies of all management letters of auditors, notification of material litigation, and copies of all material filings made with governmental agencies, if requested; and

5.3.5 the Majority Investors with standard onsite inspection rights not more than [INSERT] in each financial year (during the Company's regular working hours, subject to receipt of reasonable notice in writing).

5.4 The Company and Founder(s) will procure that members of the Management Committee shall not engage or be interested directly or indirectly in any business other than the business of the Company (whilst they are directors) and that appropriate restrictive covenants will be entered into in the event that any members of the Management Committee leave the employment of the Company.

## 6. **WARRANTIES**

6.1 Except as disclosed, the Founder(s) warrant, [jointly] and [severally], to the Investors that each Warranty is true, accurate and not misleading as at the date of this Agreement. Immediately before Completion, the Company and the Founder(s) are deemed to represent and warrant to the Investor(s) that each Warranty is true, accurate and not misleading by reference to the facts and circumstances as at Completion. For this purpose only, where there is an express or implied reference in a Warranty to the "date of this Agreement", that reference is to be construed as a reference to the Completion Date.

6.2 Each Warranty is to be construed independently and is not limited by a provision of this Agreement or another Warranty.

6.3 The Founder(s) shall not be liable in respect of any Warranty Claim in connection with any Warranty (provided as at the date of this Agreement or repeated immediately before Completion) to the extent that the matter or circumstance giving rise to that Warranty Claim is, or arises from, any facts, matters and information Disclosed to the Investor.

6.4 The Founder(s) liability in connection with any claim arising under or in connection with this Agreement shall be subject to the limitations set out in **Schedule 6**.

6.5 Any Warranties that are qualified by the knowledge of the Founder(s) shall mean the actual knowledge and belief or awareness of the Founder(s) as at the date of this Agreement and immediately before Completion (as the case may be) having made all due and prudent enquires of the Key Employees (as at the date of this Agreement).

6.6 The Investor(s) confirm that they and their professional advisors have had full access to the Data Room and that all of its requests for information to be included in the Data Room have been fulfilled.

**6.7** The Investor(s) confirm that in entering into this Agreement, they have not relied upon any warranties or agreements of any Person or entity other than the Company, and, with respect to the Company, only those warranties and agreements set forth in this Agreement. The Investor(s) acknowledge that, except as set forth in this Agreement, the Company and the Founder(s) have not made any warranties whether expressed or implied, oral or written with respect to the subscription by the Investor(s) of the Subscription Shares.

## 7. MAJOR INVESTOR PUT OPTION & PARTICIPATION RIGHT

7.1 At any time after the seventh anniversary from the Completion Date, the Major Investor[s] shall have the right to require the Founder(s) to acquire [all or] part of their respective shares in the Company at a price equal to [its respective portion of the Consideration plus all accrued but unpaid dividends and any other declared and unpaid dividends thereon][PRICE DETERMINATION BASIS] ("**Put Price**").<sup>2</sup>

7.2 At any time after Completion, should the Company issue shares, the Majority Investors will have pre-emption rights to participate on a pro rata basis in the capital increase of the Company.

## 8. RESTRICTIVE COVENANTS

1.1 [Each Founder(s) shall remain as a shareholder in the Company for a minimum period of four years following Completion ("**Lock-In Period**"), but shall have the right to dispose of a maximum of 25% on the first anniversary from Completion, where such percentage increases over the following 36 months ("**Exit Target**").]

1.2 Each Founder individually (and, for the avoidance of doubt, not jointly with any other Shareholder) undertakes to the Investors and the Company that it shall not (whether alone or jointly with another and whether directly or indirectly) carry on or be engaged or concerned or interested economically or otherwise in any manner in any Competing Business in the Protected Territories for so long as the Investors, directly or indirectly, hold any Shares and for a period of [one] year after the date on which the Investors cease to hold Shares (the "**Restriction Period**"). For this purpose:

1.2.1 "**Competing Business**" means a business competing with the Business; and

1.2.2 "**Protected Territories**" means any country or territory which:

1.2.2.1 any member of the Company operates (from time to time) or has operated in the 12 months prior to the date on which the exiting Founder ceases to hold Shares; and

1.2.2.2 is identified in any business plan as a country or territory in which the Company plans or expects to operate in the 24 month period following the date that the exiting Founder cease to hold Shares.

1.3 During the Restriction Period, each Founder shall not, and shall procure that no member of their affiliates shall, (whether alone, jointly with another, directly or indirectly) solicit or entice away, nor attempt to solicit or entice away, from the Company, any employ, any person employed in a managerial, supervisory, technical or sales capacity by, or who is or was consultant to, the Company, at any time during the Restriction Period.

---

<sup>2</sup> This is instead of the Redemption Rights as they are not applicable in Iraq.

2. **GOVERNANCE PROVISIONS**

2.1 On or immediately following the Completion Date, the Parties hereby agree to adhere to the following provisions set out **Schedule 3** and **4** which set out how the affairs of the Company should be regulated and governed.

2.2 If this Agreement conflicts with the Articles or the constitutional documents of the Company, this Agreement shall, to the extent permitted by Law, prevail as between the parties to the extent of the inconsistency. The Parties shall, so far as they are legally able, exercise their rights in relation to Company to procure that the articles of association and the relevant constitutional documents are, where necessary, amended as soon as practicable in order to give effect to the provisions of this Agreement.

3. **COSTS**

[Except as otherwise provided in this Agreement, the Company shall be responsible for the costs and charges incurred by the Investors and will reimburse the Investors a flat fee of [INSERT] in connection for carrying out background checks, due diligence and review of any Transactions Documents by Investors' counsel.]

4. **FURTHER ASSURANCE**

Each Party shall cooperate with the other Party and execute and deliver such documents and take such actions as may be reasonably requested from time to time by the other Party in order to carry out the intended purpose of this Agreement.

5. **CONFIDENTIAL INFORMATION**

5.1 Subject to **Clause 12.2**, each Party undertakes to the other Party that it shall treat as confidential all information received or obtained as a result of entering into or performing this Agreement which relates to:

5.1.1 the other Party;

5.1.2 the provisions or the subject matter of this Agreement or any Transaction Document and any claim or potential claim thereunder; and/or

5.1.3 the negotiations relating to this Agreement or any Transaction Document.

5.2 **Clause 12.1** does not apply to disclosure of any such information:

5.2.1 which is required to be disclosed by law or by a governmental authority, court or other authority with relevant powers to which any party is subject or submits, whether or not the requirement has the force of law provided that the disclosure shall, so far as is practicable, be made after consultation with the other Party and after taking into account any other Party's reasonable requirements as to its timing, content and manner of making or dispatch;

5.2.2 to a professional adviser of a Party for the purpose of advising in connection with the transactions contemplated by this Agreement provided that such

disclosure is on the basis that **Clause 12.1** applies to the disclosure to such adviser;

5.2.3 to a director, officer or employee of a Party whose function requires him to have the relevant confidential information;

5.2.4 to the extent that it is generally known to the public not as a result of a breach of any duty of confidentiality; or

5.2.5 to the extent that a Party has acquired knowledge of such information from a third party which in disclosing it was not in breach of any undertaking or duty as to confidentiality whether express or implied.

5.3 The provisions of this **Clause 11** shall survive termination of this Agreement or Completion, as the case may be, and shall continue for a period of five years from the date of this Agreement.

## 6. **OTHER PROVISIONS**

### 6.1 **Notices**

6.1.1 Any notice or other communication in connection with this Agreement (each, a Notice) shall be:

6.1.1.1 in writing;

6.1.1.2 in the English language; and

6.1.1.3 delivered by hand, email or courier using an internationally recognised courier company.

6.1.2 Unless there is evidence that it was received earlier, a Notice is deemed given if:

6.1.2.1 delivered personally, when left at the address referred to in **Clause 13.1.3**;

6.1.2.2 sent by courier, three Business Days after posting it; and

6.1.2.3 sent by email, when the email is sent (except if notice of non-delivery is received).

6.1.3 The address referred to in **Clause 13.1.2.1** is:

<b>Name of Party</b>	<b>Address</b>	<b>Email address</b>	<b>Marked for the attention of</b>
----------------------	----------------	----------------------	------------------------------------

The Lead Investor

The Major Investor

Founder(s)

The Company

## **6.2 Governing Law and Disputes**

6.2.1 This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the laws of England and Wales.<sup>3</sup>

6.2.2 Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the Dubai International Finance Center (DIFC) – London Court of International Arbitration (LCIA) rules, which rules are deemed to be incorporated by reference into this clause (the “**Arbitration**”) and: (i) the number of arbitrators shall be one; (ii) the seat, or legal place of the Arbitration, shall be Dubai, United Arab Emirates; (iii) the venue for the hearings shall be within the DIFC, Dubai, United Arab Emirates; and (iv) the language to be used in the Arbitration shall be English. None of the parties to the Arbitration shall: (i) challenge any arbitral award made pursuant to the Arbitration; or (ii) object to or challenge any application to enforce any arbitral award made pursuant to the Arbitration in any court, and each such party agrees that it shall submit to the jurisdiction of that court for the purposes of those enforcement proceedings.

## **6.3 Successors and Assigns**

6.3.1 Except as otherwise expressly provided in this Agreement, neither of the Parties may, without the prior written consent of the others, assign, grant any security interest over, hold on trust or otherwise transfer the benefit of the whole or any part of this Agreement.

6.3.2 [For the avoidance of doubt, nothing in this Agreement or otherwise shall restrict the Investor from assigning or novating (on one occasion only) any and all of its rights and obligations under this Agreement to any special purpose vehicle (established at the date of this Agreement or to be established after the date of this Agreement) that is wholly owned (directly or indirectly) by the Investor(s).]

6.3.3 This Agreement shall be binding on the Parties and their respective successors and assigns.

## **6.4 No Third Party Rights**

6.4.1 No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Agreement [, except as expressly specified in **paragraph (B)** below].

---

<sup>3</sup> It is possible to opt for a foreign law, e.g. Laws of England and Wales



- 6.4.2 [The general partner or management company of any New Investor authorised from time to time to act on its behalf [or another person or persons nominated by a New Investor] shall be entitled to enforce all of the rights and benefits conferred on the New Investors under this Investment Agreement.]

## **6.5 Whole agreement**

Unless the Parties agree otherwise in writing, this Agreement and the Transaction Documents together with any document annexed hereto or referred to herein constitutes the entire agreement between the Parties in respect of the subject matter hereof and supersede all prior understandings, arrangements, representations, proposals or communications between the Parties whether written or oral.

## **6.6 Variation, waiver, etc**

Save as otherwise expressly provided, no modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties to it.

## **6.7 Invalidity/severance**

- 6.7.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- 6.7.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under **clause 13.7.1** above, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under **clause 13.7.1** above, not be affected.

## **6.8 Survival of rights, duties and obligations**

- 6.8.1 Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 6.8.2 If a Party ceases to be a Party to this Agreement for any cause such Party shall not be released from any liability which at the time of the cessation has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such cessation.

## **6.9 Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by executing any such counterpart.

**6.10 Unlawful fetter**

The Company is not bound by any provision of this Agreement to the extent it constitutes an unlawful fetter on any statutory power of the Company.

**6.11 Language**

This Agreement and any amendments to this Agreement shall be in English.

**SIGNED BY** or on behalf of the parties on the date stated at the beginning of this Agreement.

**SIGNATURE BLOCKS**

**SIGNED** ) SIGNATURE:  
for and on behalf of )  
**[MAJOR INVESTOR]** ) NAME:

**SIGNED** ) SIGNATURE:  
for and on behalf of )  
**[LEAD INVESTOR]** ) NAME:

**SIGNED** ) SIGNATURE:  
for and on behalf of )  
**[Founder(s)]** ) NAME:

**SIGNED** ) SIGNATURE:  
for and on behalf of )  
**[Founder(s)]** ) NAME:

**SIGNED** ) SIGNATURE:  
for and on behalf of )  
**[EXISTING SHAREHOLDER]** ) NAME:

**SIGNED**  
for and on behalf of  
**[COMPANY]**

) SIGNATURE:  
)  
) NAME:

1 SCHEDULE 1

COMPANY AND Founder(s) DETAILS

**Company Details**

Company name:	
Company number:	
Jurisdiction of incorporation:	
Register type:	
Accounting reference date:	

**Founder(s)**

	<b>Name of Founder</b>	<b>Company Number / Passport Number</b>	<b>Address Details</b>
1.			Address: Email:
2.			Address: Email:
3.			Address: Email:
4.			Address: Email:
5.			Address: Email:

## 2 SCHEDULE 2

### CAPITILIZATION TABLE

#### Part A – Capitalization Table before Completion.

Shareholder Name	Ownership Percentage	No. of Shares
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]
<b>Total</b>	<b>100%</b>	[•]

#### Part B – Capitalization Table following Completion

Shareholder Name	Ownership Percentage	No. of Shares
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]
[Founder(s) holding the ESOP shares on behalf of [INSERT]	[•]	[•]
<b>Total</b>	<b>100%</b>	[•]

### **3 SCHEDULE 3**

#### **GOVERNANCE OF COMPANY**

##### **General Manager**

1. The Management Company shall be managed by a general manager who shall report to the management committee ("**General Manager**").

##### **Management Committee**

2. The Management Committee shall consist of up to [INSERT] (●) Directors who shall be appointed as follows:
  - 2.1 one (1) Director shall be appointed by the Investor (the "**Investor Director**");
  - 2.2 two (2) Directors shall be appointed by the majority of the Founder(s) (the "**Founder(s) Directors**");
  - 2.3 [one (1) Director, who shall have experience in the Business sector, shall be appointed following the joint recommendation of the Founder(s) Director ("**Recommended Director**").]

##### **Reserved Matters**

3. The Company shall not, without the written consent of the Investor Director carry out any actions set out in **Schedule 4** ("**Management Committee Reserved Matters**").
4. The Company shall not, without the written consent of more than half of the members of the Company (rounded up in case of decimal values), carry out any actions set out in **Schedule 4** ("**Shareholder Reserved Matters**").

## 4 SCHEDULE 4

### RESERVED MATTERS

#### Part 1 - Management Committee Reserved Matters

Without prejudice to the Shareholders' Reserved Matters, no resolution may be passed in connection with any of the following matters without the approval of the Investors Director:

- (a) appointing and dismissing the General Manager;
- (b) incurring indebtedness [**exceeding \$25,000**] for borrowed money prior to the Company being cash flow positive;
- (c) selling, transferring, licensing, pledging or encumbering technology or intellectual property, other than licenses granted in the ordinary course of business;
- (d) entering into any material transaction with any Founder(s), officer, director or key employee of the Company, or any affiliate or family member of any of the foregoing;
- (e) hiring, firing or materially changing the compensation of Founder(s) or executive officers;
- (f) changing the principal business of the Company;
- (g) entering into any Deemed Liquidation Event that would result in the [Major] Investors receiving less than 5 times their Contribution; and
- (h) approving the authority matrix of the Company, which must be designed in such a manner to ensure the application of the above Management Committee Reserved Matters.

#### Part 2 - Shareholders' Reserved Matters

No resolution may be passed in connection with any of the following matters without the approval of shareholders representing 50% of the capital of the Company:

- (a) amending the articles and memorandum of association of the Company;
- (b) increasing the share capital of the Company;
- (c) creating or authorizing the creation of any debt security if the Company's aggregate indebtedness would exceed [•]% of the aggregate proceeds of the [Major] Investors;
- (d) declaring or payment of any dividend;
- (e) [increasing the option pool reserve within two years following the Closing;]
- (f) Changing the composition of the Management Committee of the Company; and
- (g) Liquidating or dissolving the Company, including any change of control [or Deemed Liquidation Event].

## 5 SCHEDULE 5

### WARRANTIES

The Founder(s) warrant to the Investors that, at the date of this Agreement:

#### 1. Corporate Organization and Capacity

- 1.1 The Company has full power and authority to enter into and perform its obligations under this Agreement and any other document to be executed by it pursuant to or in connection with this Agreement.
- 1.2 The Company's entry into this Agreement and performance of its obligations under this Agreement will not violate or conflict with, or exceed any limit imposed by (i) any Applicable Law to which it is subject, (ii) its Constitution, or (iii) any other agreement, instrument or undertaking binding upon it.
- 1.3 Subject to **Clause 3.1**, the Company has all material consents, licenses and approvals in connection with the entry into and performance of its obligations under this Agreement and any other document to be executed by it pursuant to or in connection with this Agreement.
- 1.4 The Company:
  - 1.4.1 is duly organised, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation; and
  - 1.4.2 is solvent and able to pay its debts as and when due.
- 1.5 The Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.
- 1.6 The Company and the Founder(s) have disclosed to the Investors all information, which the Company is aware of, with respect to the Company including, without limitation, information relating to the constitutional documents, shareholders agreements, Accounts, property, assets, liabilities, litigation, solvency, taxation, intellectual property rights, employees, contractors, pensions and employee benefit plans of the Company and the Subsidiary.
- 1.7 When issued, the Subscription Shares will be free and clear of any Encumbrances. Any pre-emptive rights, rights of first refusal, options or other rights of any third person to purchase or acquire the Subscription Shares will, at the time of issuance, have been waived.
- 1.8 The shareholding of the Company as at the date of this Agreement is as set out in Part A of **Schedule 2**. The shareholding of the Company as at Completion will be as set out in Part B of **Schedule 2**.
- 1.9 None of the shares of the Company or the share capital of the Subsidiary are under option or subject to any mortgage, charge (fixed or floating), pledge, lien, security, interest or other third party right, except as set out under this Agreement.

#### 7. Related party contracts

- 7.1 The Company has not entered into any related party agreement;

#### 8. Litigation, winding up and dissolution, etc



- 8.1 The Company is not involved in any material litigation, arbitration or contentious administrative proceedings and no such proceedings have been threatened in writing by or against the Company and there are no circumstances existing which are likely to lead to any such proceedings by or against the Company; and
- 8.2 No order has been made, petition presented or resolution passed for the winding up of the Company or any of the Subsidiaries or for the appointment of a liquidator, provisional liquidator, administrator or administrative receiver to the Company or any of the Subsidiaries, and neither the Company nor any of the Subsidiaries are, in any jurisdiction, subject to or threatened by any other procedures or steps which are analogous to those set out herein.
- 8.3 No Founder(s), current director or officer of the Company has been:
- 8.3.1 convicted of a criminal offense (except any road traffic offense not punished by a custodial sentence);
  - 8.3.2 subject to any order, judgment or decree permanently or temporarily enjoining him or her from engaging, or otherwise imposing limits or conditions on his or her engagement, in any securities, investment advisory, banking, insurance or other type of business;
  - 8.3.3 disqualified from being a company director or officer; or
  - 8.3.4 subject to any voluntary or involuntary bankruptcy or insolvency proceedings.

9. **Business Plan, Reports, Accounts and Financial**

- 9.1 The Business Plan provided to the Investors:
- 9.1.1 is in all material respects properly and accurately prepared
  - 9.1.2 relies on assumptions and forecast which are reasonable.
- 9.2 The Founder(s) are not aware and do not have knowledge of any inaccuracies in the Business Plan;
- (a) The Founder(s) warrant that the facts contained in any accountants' report, legal report, commercial report or insurance report are accurate and up to date;
  - (b) The Founder(s) warrant that they have no business interests other than shareholdings in the Company;
  - (c) The Founder(s) warrant that that any assumptions and forecasts contained in any accountants' report, legal report, commercial report or insurance report are reasonable;
- 9.3 The Audited Accounts:
- 9.3.1 have been in all material respects properly and accurately prepared and maintained in accordance with accounting principles, standards and practices which are generally accepted in each relevant jurisdiction;
  - 9.3.2 show a true and fair view of the assets and liabilities of the Company and of the profits and losses, financial position, financial performance and for the relevant accounting period, and
  - 9.3.3 do not materially overstate the value of the assets or profits nor materially understate the liabilities or losses of the Company as at the dates on which they were drawn up; and

9.3.4 are in the possession or under the control of the Company.

9.4 The Management Accounts do not materially overstate the value of the assets or profits nor materially understate the liabilities or losses of the as at the date on which they were drawn up, and give and reflect an accurate view of the matters which ought to appear in them.

9.5 None of the book debts included in the Accounts or which have subsequently arisen, have been outstanding for more than two (2) months from their due dates for payment and all such debts have realized or, there are no circumstances which indicate they will not be paid in full.

## 10. **Employees and Personnel**

10.1 The Company has, in all material respects, complied with its legal obligations in relation to applicants for employment, its employees, contractors and former employees and contractors and its contractors and all employees have entered into legally binding employment agreements which contain non-competition and non-solicitation covenants.

10.2 The Company does not have in place an employee share plan or similar arrangement.

10.3 Other than in respect of services performed during the current month, the Company is not delinquent in payments to any of its employees or contractors for any wages, salaries, commissions, bonuses or other direct compensation for any service performed for it to the date hereof or amounts required to be reimbursed to such employees, consultants or independent contractors.

10.4 So far as the Company is aware, none of the employees of the Company is obligated under any contract or other agreement, or subject to any judgment, decree or order of any court or government agency, that would interfere with such employee's ability to promote the interest of the Company or that would conflict with the Company's business.

## 11. **Agreements; Terms of Trade; Insurance**

11.1 The Company has duly paid all premiums under insurance policies maintained by them as at the date of this Agreement and, so far as the Company is aware, there are no circumstances which would or might give rise to any claim under such policies and no insurance claim is outstanding (in each case, other than any claims under any health insurance policy).

11.2 So far as the Founder(s) are aware, there does not exist under any Material Contract any event of default or event or condition that, after notice or lapse of time or both, would constitute a material violation, breach or event of default thereunder on the part of the Company. No counterparty to any Material Contract is in material breach or material default under any such contract. "**Material Contract**" shall mean a contract having an aggregate value of [US\$25,000].

11.3 So far as the Company is aware, the operations of the Company and any products or services supplied by them do not use or infringe the intellectual property rights of any Person or infringe any right of privacy of any Person and, so far as the Company is aware, there are no claims against the Company alleging infringements of the intellectual property rights of any Person or the right of privacy of any Person.

11.4 The Company is not party to or the subject of any nominee shareholder arrangement, voting or pooling or similar arrangement.

11.5 All related party transactions to which the Company is party have been and are on a fully arm's length terms.

11.6 The Company does not have any outstanding indebtedness, including without limitation no overdraft, loans or other financial facility to third parties.

- 11.7 There is no outstanding indebtedness whatsoever owing between, on the one hand, the Company and, on the other hand, a shareholder.
- 11.8 There are no loans arrangements of any kind made by the Company to any of its or their directors, officers or shareholders and/or any Person connected with any of them and no debts or liabilities owing by the Company to any of its or their directors, officers or shareholders and/or any Person connected with them as aforesaid;
- 11.9 Neither the Company nor the Subsidiary is a guarantor or indemnitor of any indebtedness of any other Person or entity.
- 11.10 All material obligations under each Material Contract to which each of the Company and the Subsidiary is party have been duly complied with and neither the Company nor the Subsidiary is a party to, or subject to, any agreement which:
- 11.10.1 was entered into other than in the ordinary course of business and on arm's length terms;
  - 11.10.2 restricts its freedom (whether directly or indirectly) to carry on the whole or any part of its business in any part of the world in such manner as it thinks fit;
  - 11.10.3 is or may become terminable as a result of the entry into or completion of this Agreement;
  - 11.10.4 is a joint venture, consortium, partnership, unincorporated association or profit-sharing arrangement or agreement; or
  - 11.10.5 requires or may require, or confers any right to require, the sale (whether for cash or otherwise) or the transfer by it of any asset.
- 11.11 The Data Room contains all Material Contracts to which each of the Company or the Subsidiary is a party or by which they are bound.
- 11.12 Since the Last Accounts Date:
- 11.12.1 the Company has carried on the Business in the ordinary course and so as to maintain the same as a going concern;
  - 11.12.2 the Company has not acquired or disposed of or agreed to acquire or dispose of any material asset (being an asset having a value equal to or greater than [US\$25,000]) or assumed or acquired any material liability (including a contingent liability) (being a liability having a value equal to or greater than [US\$25,000]);
  - 11.12.3 no part of the Company's business has been affected to a material extent by the loss of any important customer (in the Company's reasonable discretion), or of any source of supply, or by the cancellation or loss of any material order or contract or by any other abnormal factor or event;
  - 11.12.4 other than in accordance with the terms of this Agreement, there has been no change in the issued shares of or in the ownership of the Company and the Subsidiary;
  - 11.12.5 no dividend or other distribution (whether in cash, shares or in kind) has been declared, authorised, paid or made, by the Company and the Subsidiary;
  - 11.12.6 there has been no material deterioration in the financial position, prospects and performance of the Company and the Subsidiary; and
  - 11.12.7 none of the Company or the Subsidiary has received written notice to terminate any arrangements with any material customer or supplier.

## 12. **Assets**

- 12.1 All restrictions, conditions and covenants (including any imposed by or pursuant to any lease, sub-lease, tenancy or agreement for any of the same) affecting any of the properties used or owned by the Company (the "**Properties**") have in all respects been observed and performed and, so far as the Company is aware, no notice of any breach of any of the same has been received.
- 12.2 Each Property has the benefit of all rights required for its use and enjoyment and these are enjoyed freely substantially without interruption.
- 12.3 None of the Properties are subject to any pending unresolved matter with any public authority or third party.
- 12.4 The Company neither owns in absolute and free from Encumbrances or is entitled to use and control, all the tangible assets and property held or leased by it for the purposes of carrying on its business.
- 12.5 No director or officer of the Company, or any Person connected with a director or officer of the Company or the Subsidiary, owns any property used by the Company.

## 13. **Legal compliance**

- 13.1 The Company has obtained all necessary licences, consents, permits, authorities and permissions (public and private) to enable it to carry on its business effectively in the places and in the manner in which such business is now carried on. All such licences, consents, permits and authorities (copies of which are included in the Disclosure Documents) are valid and subsisting and are being and have been complied with in all respects and there is no reason why any of them should be suspended, cancelled or revoked.
- 13.2 The Company has conducted its business in accordance with all Applicable Law and administrative requirements in each relevant jurisdiction and has not done or omitted to do any act or thing which constitutes or may constitute an offence under any Applicable Law.
- 13.3 There is no pending law or standard (which is likely to affect the manner in which the Company conducts its business or the nature or specification of its products or supplies).
- 13.4 None of the officers, agents or employees of the Company (during the course of his duties in relation to the Company) has committed or omitted to do any act or thing in contravention of any Applicable Law.
- 13.5 There is not in existence any investigation or enquiry by, or on behalf of, any Authority in respect of the affairs of the Company and [so far as the Sellers are aware] no such investigations or enquiries are pending or threatened

## 13.6 **Intellectual Property**

- 13.7 The Company legally and beneficially owns or has the legal right to use all (i) copyright, patents, database rights and rights in trademarks, designs, Know-How and confidential information (whether registered or unregistered), (ii) applications for registration, and rights to apply for registration, of any of the foregoing rights and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world ("**Intellectual Property Rights**"), used by each of them and all such Intellectual property rights are free from Encumbrances.

- 13.8 The Intellectual Property Rights constitute all of the intellectual property necessary for the continuation of the Business of the Company as carried out.
- 13.9 The Company has taken all steps reasonably necessary or desirable for the reasonably necessary protection of all of its Intellectual Property Rights as is.
- 13.10 The Company has not used any government funding, facilities of a university, college or other educational institution or research center, or funding from third parties in the development of the Company Intellectual Property Rights.
- 13.11 The Company, where it has entered into any license in relation to the use of any Intellectual Property Rights of any third party it, has not received any written notice of any infringement by either of them of any third-party Intellectual Property Rights.
- 13.12 The Company has commercially reasonable (in the Company's reasonable discretion) physical, technical, organizational and administrative security measures and policies in place to protect all personally identifiable information and other confidential information from and against unauthorized access, use and/or disclosure.
- 13.13 The Company has made all necessary registrations and notification required under Applicable Laws relating to data privacy.
- 13.14 The Company has, in all material respects, complied with all Applicable Laws relating to data privacy and any guidance notes or guidelines issued from time to time by a government authority with jurisdiction over the Company in connection therewith.

#### **14. Founder(s) Vesting**

- 14.1 [The Founder(s) set forth in Schedule 1 hold the number of shares set forth opposite each Founder(s) name in Schedule 1 (such shares, the "**Founder(s)' Shares**") and such Founder(s)' Shares are subject to vesting [and/or the Company's repurchase right] on the terms specified below (the "**Founder(s)' Vesting Schedules**").
- 14.2 Except as specified, the Founder(s) do not own or have any other rights to any other securities of the Company. The Founder(s)' Vesting Schedules set forth in **Section 9.1** of the Disclosure Schedule specify for each Key Holder (i) the vesting commencement date for each issuance of shares to or options held by such Founder(s), (ii) the number of shares or options held by such Key Holder that are currently vested, (iii) the number of shares or options held by such Key Holder that remain subject to vesting and/or the Company's repurchase right and (iv) the terms and conditions, if any, under which the Key Holders' Vesting Schedules would be accelerated. Other than the Founder(s)' Shares, which vest pursuant to the applicable Founder(s)' Vesting Schedules, (x) all options granted and Common Stock outstanding vest as follows: twenty-five percent (25%) of the shares vest one (1) year following the vesting commencement date, with the remaining seventy-five percent (75%) vesting in equal instalments over the next three (3) years and (y) no stock plan, stock purchase, stock option or other agreement or understanding between the Company and any holder of any equity securities or rights to purchase equity securities provides for acceleration or other changes in the vesting provisions or other terms of such agreement or understanding as the result of (i) termination of employment (whether actual or constructive), (ii) any merger, consolidated sale of stock or assets, change in control or any other transaction(s) by the Company, or (iii) the occurrence of any other event or combination of events.]

## 6 SCHEDULE 6

### LIMITATION ON LIABILITY

1. Each Founder(s)'s individual maximum aggregate liability in respect of all claims arising under or in connection with this Agreement (including any costs, expenses and other liabilities (and any irrecoverable VAT thereon) shall not exceed an amount equal to [three times the salary of the Founder(s) (as applicable) OR the Consideration].
2. [The Founder(s) shall not be liable in respect of any claim arising under or in connection with this **Agreement** and any such claim shall be wholly barred and unenforceable unless the Investors have given notice in writing of such claim to the Company on or prior to the date that is [INSERT] months from the date hereof.]
3. The Founder(s) shall not be liable:
  - (a) for any single Warranty Claim unless the amount of its liability for that Warranty Claim is at least [INSERT] (in which case its liability for that Warranty Claim will be for the entire amount and not only the excess); and
  - (b) for any Warranty Claims unless the aggregate amount of its liability for all Warranty Claims is at least [INSERT] (in which case its liability for all such Warranty Claims will be for the entire amount and not only the excess).
4. [INSERT OTHER LIMITATIONS]

## 7 SCHEDULE 7

### Investor's Warranties

1. The Investors have full power and authority to enter into and perform its obligations under this Agreement and any other document to be executed by them pursuant to or in connection with this Agreement.
2. The Investor's entry into this Agreement and performance of their obligations under this Agreement will not violate or conflict with, or exceed any limit imposed by (i) any law or regulation to which it is subject, (ii) its constitutional documents, or (iii) any other agreement, instrument or undertaking binding upon it.
3. The Investors have all necessary consents, licenses and approvals in connection with the entry into and performance of its obligations under this Agreement and any other document to be executed by them pursuant to or in connection with this Agreement.
4. The Investors:
  - (a) are duly organised, validly existing and in good standing under the laws and regulations of the jurisdiction of incorporation;
  - (c) are solvent and able to pay their debts as and when due; and
  - (d) are not in violation of the applicable regulations issued by any applicable governmental agency or regulator.
5. As at the date of this Agreement, the Investors are not aware of any breach by the Company of any of its obligations under this Agreement.

## 8 SCHEDULE 8

### DISCLOSURE LETTER

Dated: [ ]

#### Disclosure Letter relating to [INSERT] (the "Company")

Dear Sirs,

#### Introduction

This is the "**Disclosure Letter**" referred to in the investment agreement (the "**Agreement**") to be entered into on or around the date of the Agreement, between (1) [INSERT]; (2) [INSERT]; (3) [INSERT]; ((1), (2) and (3) collectively, the "**Founder(s)**"); (4) [INSERT]; and (5) [INSERT]; ((4) and (5) collectively, the "**Investors**") relating to the Investors' investment in the Company conditional upon and subject to the terms of the Agreement.

Unless the context otherwise requires, words and expressions defined in the Agreement shall have the same meanings in this Disclosure Letter. The principles of interpretation applicable to the Agreement also apply to this Disclosure Letter. The headings in this Disclosure Letter are for convenience only and have no effect on this Disclosure Letter's interpretation. If any of the terms contained in this Disclosure Letter conflict with the provisions of the Agreement, the provisions of this Disclosure Letter shall prevail.

The Warranties are made and given by the Founder(s) subject to: (i) the disclosures in this Disclosure Letter (General Disclosures and Specific Disclosures)

The Warranties given by the Founder(s) under the Agreement are qualified by the disclosures contained in this Disclosure Letter and the Disclosure Documents and only to the extent of the quantified amount relating to such disclosure, if any. Both the Existing Shareholders and the Company will not be in breach of any Warranty in respect of the matters disclosed in this Disclosure Letter and the Disclosure Documents only to the extent of the quantified amount relating to such disclosure, if any. The disclosure of any matter hereby shall not imply any representation, warranty or undertaking not expressly given in the Agreement, nor shall any such disclosure be taken as extending the scope of any of the Warranties or any other term of the Agreement.

For the sake of convenience, matters disclosed are listed against the paragraph numbers of the Warranties to which the disclosure is considered most likely to relate, but any disclosure, whether made generally or specifically will apply to all of the Warranties to which it is relevant and any disclosure will not be limited in any way to the specific Warranty to which it refers or against which it is listed.

#### 1. General Disclosures

By way of general disclosure, the following documents and matters are Disclosed or deemed to be Disclosed to the Investor(s):

- 1.1 the Agreement, any Transaction Document and any other agreements, documents or letters entered into pursuant to or in connection with the Agreement;
- (a) the contents of and matters referred to in the documents made available to the Subscriber in the Data Room (the "**Disclosure Documents**");
- (b) the memorandum and articles of the Company; and



(c) the audited accounts of the Company for all periods, together with the notes to such accounts and the directors' and auditors' reports accompanying the same, including any matter of inconsistency or change in accounting policies from one year to another to the extent revealed in such accounts or by comparison between them.

**2. Specific Disclosures**

Without prejudice to the generality of paragraph 2, further matters are disclosed below which, for convenience only, have been set against the corresponding paragraph numbers of **Schedule 5** of the Agreement:

<b>Warranty</b>	<b>Disclosure</b>

9 SCHEDULE 9

**FORM OF FOUNDER(S) SERVICES AGREEMENT**

10 **SCHEDULE 10**

**FORM OF MANAGEMENT AGREEMENT**