**Investment Contract**

This Investment Contract ("Agreement") is made and entered into on **[Date]**, by and between:

**Investor**  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Legal Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

**Company**  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Legal Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(collectively referred to as the “Parties” and individually as a “Party”).

**1. Purpose of Investment**

The Investor agrees to provide funding to the Company for the purpose of **[describe purpose, e.g., funding product development, business expansion, or specific project]**.

**2. Investment Terms**

|  |  |
| --- | --- |
| **Item** | **Description** |
| Investment Amount | [Insert exact amount and currency] |
| Payment Method | [Lump sum / Installments – specify schedule] |
| Form of Investment | [Equity / Convertible Note / Other] |
| Valuation | [Insert company valuation basis] |
| Equity Stake | Investor will receive [\_\_]% ownership in the Company |

**3. Investor Rights and Governance**

**3.1 Investor Rights**

The Investor shall be entitled to the following rights:

* Voting rights proportionate to shareholding.
* Appointment of **[number]** board member(s).
* Access to quarterly and annual financial statements.
* Veto rights over major decisions including:

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* + Changes to share capital.
  + Sale or transfer of significant assets.
  + Approval of mergers, acquisitions, or liquidation.

**3.2 Warranties and Representations**

The Company warrants and represents that:

* It has legal authority to enter into this Agreement.
* Its financial statements are accurate and complete.
* It owns or has rights to all intellectual property used in its business.
* It complies with all applicable laws and regulations.

**3.3 Governance Structure**

The Company agrees to adopt the following governance framework:

* Major decisions require approval from the Investor holding at least [\_\_]% of equity.
* The Board shall consist of [**] members, of which [**] are appointed by the Investor.

**4. Exit Strategy**

**4.1 Exit Provisions**

The Investor may exit the investment under the following conditions:

* Sale of the Company (acquisition).
* Initial Public Offering (IPO).
* Mutual agreement of the Parties.

**4.2 Pre-Emption Rights**

Existing shareholders shall have the right of first refusal to purchase any shares offered for sale.

**4.3 Drag-Along and Tag-Along Rights**

* **Drag-Along**: If majority shareholders sell their shares, the Investor may be required to sell on the same terms.
* **Tag-Along**: If majority shareholders sell their shares, the Investor has the right to sell their shares on the same terms.

**5. Legal and Operational Clauses**

**5.1 Confidentiality**

Both Parties agree to maintain confidentiality of all proprietary or sensitive information obtained during the term of this Agreement.

**5.2 Dispute Resolution**

Any dispute arising from this Agreement shall first be resolved through negotiation, then mediation. If unresolved, disputes shall be submitted to **[arbitration / court jurisdiction]** in **[location]**.

**5.3 Governing Law**

This Agreement shall be governed and construed in accordance with the laws of **[Jurisdiction]**.

**5.4 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations or agreements.

**5.5 Amendments**

This Agreement may only be amended in writing and signed by both Parties.

**6. Signatures**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**Investor**:  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Company (Authorized Representative)**:  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_