

EQUITY INVESTMENT AGREEMENT

Parties: _____

Investor Information:

Full Name / Company Name: _____

Registered Address: _____

Contact Information: _____

Company Information:

Company Name: _____

Registered Office Address: _____

Company Number: _____

Contact Information: _____

Investment Details:

Investment Amount (GBP): _____

Type and Number of Shares Issued: _____

Payment Method and Schedule: _____

Clause 1 – Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings given to them herein.

Clause 2 – Subscription for Shares

The Investor agrees to subscribe for, and the Company agrees to allot and issue to the Investor, the number and class of shares set out above on the terms and subject to the conditions of this Agreement.

Clause 3 – Subscription Price

The price to be paid by the Investor for the shares shall be the Investment Amount stated above, payable in cleared funds in accordance with the payment schedule.

Clause 4 – Warranties and Representations

Each party represents and warrants to the other that it has the full power and authority to enter into and perform its obligations under this Agreement; that the execution and delivery of this Agreement and the performance of its obligations have been duly authorized; and that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms.

Clause 5 – Conditions Precedent

The obligations of the Company to issue shares and the Investor to pay the subscription price are conditional upon the satisfaction or waiver of all conditions precedent set forth in this Agreement.

Clause 6 – Use of Proceeds

The Company undertakes to apply the Investment Amount solely for the purposes described in the business plan provided to the Investor.

Clause 7 – Board Representation

Subject to the Investor's shareholding percentage, the Investor shall have the right to appoint a representative to the Company's board of directors, in accordance with the Company's articles of association.

Clause 8 – Information Rights

The Company shall provide the Investor with periodic financial and operational reports, including annual audited accounts and quarterly management accounts, in accordance with the terms set out in this Agreement.

Clause 9 – Transfer Restrictions

The shares issued under this Agreement shall be subject to restrictions on transfer as set forth in the Company's articles of association and any shareholders' agreement in place.

Clause 10 – Confidentiality

Each party agrees to keep confidential all information received in connection with this Agreement and not to disclose such information except as required by law or with prior written consent.

Clause 11 – Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

Clause 12 – Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand, sent by pre-paid post, or sent by email to the addresses specified by the parties.

Clause 13 – Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, and negotiations.

Clause 14 – Amendments

No amendment or variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

Clause 15 – Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 16 – Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

Clause 17 – Execution

The parties have executed this Agreement as a deed on the date first above written.

INVESTOR'S SIGNATURE

COMPANY'S SIGNATURE

Signature: _____

Signature: _____

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