

INVESTMENT AGREEMENT

Parties: _____

Investor Information:

Full Name / Company Name: _____

Registered Address: _____

Contact Information: _____

Company Information:

Company Name: _____

Registered Office Address: _____

Company Registration Number: _____

Contact Email / Phone: _____

Investment Details:

Investment Amount: _____ GBP

Payment Method: _____

Date of Investment: _____

Recitals:

WHEREAS, the Company is engaged in its business and requires capital to fund its operations and growth; AND WHEREAS, the Investor desires to invest in the Company pursuant to the terms and conditions set forth in this Agreement.

1. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set out below: 'Agreement' means this Investment Agreement including all schedules and annexes; 'Business Day' means any day other than a Saturday, Sunday, or public holiday in England where banks are generally open for business; 'Investment' means the amount invested by the Investor pursuant to this Agreement; 'Shares' means the ordinary shares of the Company to be issued to the Investor.

2. Subscription

Subject to the terms and conditions of this Agreement, the Investor agrees to subscribe for, and the Company agrees to allot and issue to the Investor, the number of Shares corresponding to the Investment Amount at the Subscription Price specified in this Agreement.

3. Conditions Precedent

The obligations of the Company and the Investor under this Agreement are subject to the satisfaction or waiver of the following conditions precedent: (a) all necessary corporate and regulatory approvals shall have been obtained; (b) the Investor shall have received all necessary information and documentation; (c) no material adverse change in the Company's business or prospects shall have occurred.

4. Representations and Warranties of the Company

The Company represents and warrants that: (a) it is duly incorporated and validly existing under the laws of England and Wales; (b) it has full power and authority to enter into and perform its obligations under this Agreement; (c) the execution and delivery of this Agreement have been duly authorised; (d) the Shares to be issued shall be duly authorised, validly issued, fully paid, and non-assessable.

5. Representations and Warranties of the Investor

The Investor represents and warrants that: (a) the Investor has full power and authority to enter into and perform its obligations under this Agreement; (b) the Investment Amount is not derived from any illegal or illicit activities; (c) the Investor has received and reviewed all information necessary to make an informed investment decision.

6. Closing

The Closing of the Investment shall take place at such time and place as agreed by the parties, following satisfaction of all conditions precedent. At Closing, the Investor shall pay the Investment Amount to the Company and the Company shall allot and issue the Shares to the Investor.

7. Covenants

The Company covenants that, until a specified date or event, it shall: (a) conduct its business in accordance with applicable laws and regulations; (b) provide the Investor with periodic financial statements and reports; (c) not undertake any material transactions outside the ordinary course of business without the Investor's consent.

8. Confidentiality

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

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes arising out of or in connection with this Agreement.

10. Entire Agreement

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

11. Amendments

No amendment, modification, or supplement to this Agreement shall be binding unless made in writing and signed by both parties.

12. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally or sent by pre-paid first-class post or email to the addresses set out herein or as otherwise notified.

13. 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.

14. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Execution

The parties have executed this Agreement by their duly authorised representatives as of the date first written above.

INVESTOR'S SIGNATURE

COMPANY REPRESENTATIVE'S SIGNATURE

Signature: _____

Signature: _____

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