

INVESTOR AGREEMENT

Location: _____ Date: _____

Parties:

Investor Name: _____

Investor Address: _____

Company Name: _____

Company Address: _____

Recitals:

WHEREAS, the Investor desires to invest in the Company, and the Company desires to accept the investment under the terms and conditions set forth herein.

1. DEFINITIONS

Defined terms used in this Agreement shall have the meanings set forth in Schedule 1 attached hereto.

2. SUBSCRIPTION

The Investor hereby subscribes for and agrees to purchase, and the Company agrees to issue and sell to the Investor, the number of shares set forth in Schedule 2 for the subscription price specified therein.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Investor that: (a) it is duly incorporated and validly existing under the laws of England and Wales; (b) it has all requisite corporate power and authority to enter into this Agreement and to perform its obligations; (c) the shares to be issued will be duly authorized, validly issued, fully paid and non-assessable; (d) no consents or approvals are required for the issuance of the shares except as disclosed herein; and (e) this Agreement constitutes a valid and binding obligation of the Company enforceable against it in accordance with its terms.

4. REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor represents and warrants to the Company that: (a) the Investor has full power and authority to enter into this Agreement; (b) the Investor is acquiring the shares for investment purposes only and not with a view to distribution; (c) the Investor acknowledges that the shares have not been registered under the Financial Services and Markets Act 2000 and may not be transferred except pursuant to applicable exemptions; and (d) the Investor is a sophisticated investor with knowledge and experience in financial and business matters enabling the Investor to evaluate the risks and merits of this investment.

5. COVENANTS

Each party agrees to execute and deliver such further documents and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

6. CONFIDENTIALITY

The parties agree to keep confidential all information obtained in connection with this Agreement except as required by law or agreed in writing.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties

irrevocably submit to the exclusive jurisdiction of the English courts.

8. ENTIRE AGREEMENT

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

9. AMENDMENTS AND WAIVERS

No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

10. NOTICES

All notices shall be in writing and deemed duly given if delivered personally, sent by recorded delivery, or electronic means confirmed by receipt to the addresses set forth herein.

11. SEVERABILITY

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

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

13. COSTS AND EXPENSES

Each party shall bear its own costs and expenses in connection with the negotiation and execution of this Agreement.

14. TAXES

Each party shall be responsible for its own taxes arising from this Agreement in accordance with applicable law.

15. ASSIGNMENT

Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

16. FURTHER ASSURANCES

The parties agree to execute and deliver all further documents and take all further actions necessary to give full effect to this Agreement.

17. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

18. ENFORCEMENT COSTS

The prevailing party in any dispute arising out of this Agreement shall be entitled to recover reasonable legal fees and costs.

19. HEADINGS

Headings are for convenience only and shall not affect the interpretation of this Agreement.

20. SIGNATURES

This Agreement may be executed electronically and in counterparts; all counterparts together constitute one agreement.

INVESTOR SIGNATURE

COMPANY SIGNATURE

Signature: _____

Signature: _____

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