**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INVESTMENT AGREEMENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**regarding**

[●]

**DATED [●]**

between

[●]

and

[●]

and

**[●]**

and

**[●]**

and

**[●]**

**THIS INVESTMENT AGREEMENT** (the **Agreement**) is entered into on [●]

**BETWEEN:**

1. **[●],** with its registered office at [●], ID No.: [●], registered with the [●], Section [●], Insert No. [●] (the **Investor 1**);

and

1. **[●],** with its registered office at [●], ID No.: [●], registered with the [●], Section [●], Insert No. [●] (the **Investor 2**);

and

1. **[●],** with its registered office at [●], ID No.: [●], registered with the [●], Section [●], Insert No. [●] (the **Investor 3**);

(Investor 1, Investor 2, and Investor 3 jointly referred to as the **Investors**)

and

1. **[●],** with its registered office at [●], ID No.: [●], registered with the [●], Section [●], Insert No. [●] (the **Company**);

and

1. **[●],** residing at [●], born on [●] (**Founder**);

(The Investors, the Company and the Founder jointly referred to as the **Parties** and each of them individually as a **Party**)

**PREAMBLE**

**WHEREAS:**

1. The Company implements following business purpose: [●] (**Project**).
2. The Investors wish to invest EUR **[●]** (**Investment**) in the Project and become the new shareholders of the Company under the terms and conditions of this Agreement and the Shareholders’ Agreement executed by the Parties (**Shareholders’ Agreement**).
3. The Parties agree to enter into this Agreement for the purpose of setting forth the terms and conditions under which (i) the Investors will acquire the agreed participation interest in the Company and (ii) provide the Investment into the Company.

**NOW, THEREFORE,** the Parties mutually agree as follows:

1. **Definitions and Interpretation**
	1. In this Agreement:

**Agreed Form** means, in relation to a respective document, the form of that document which has been agreed among the relevant parties prior to execution of the respective document;

**Civil Code** means the Slovak Act No. 40/1964 Coll., Civil Code, as amended;

**Claim** means any claim originating from a breach of the warranties given in Clause 4 and Schedule 2 of the Agreement;

**Commercial Code** means the Slovak Act No. 513/1991 Coll., Commercial Code, as amended;

**Completion** means performance of actions set forth in Clause 3.2 which leads to closing of the transaction envisaged hereunder;

**Completion Resolution** means resolution of the Founder as sole shareholder of the Company by means of which actions under Clause 3.2.4 shall be approved;

**Investment** has the meaning given in Recital (B);

**Memorandum of Association** means the memorandum of association of the Company;

**Project** has the meaning defined in Recital (A);

**Related Documentation** means any related documentation to be entered into among the relevant parties in accordance with the terms set out in this Agreement, and, as of the date of this Agreement includes the following documents: (i) the Shareholders’ Agreement, (ii) the Memorandum of Association, and (iii) the respective implementing (corporate) documents envisaged in this Agreement;

**Related Parties** means in relation to a person (**subject**): (a) controlled or controlling person(s) (in Slovak *“ovládaná a ovládajúca osoba”*) (as defined in article 66a of the Commercial Code) in relation to any subject or person(s) under common control with any such subject (jointly as **controlled or controlling person(s)**); or (b) a member of the board of directors, a member of the supervisory board, an executive, or a procurist, of the subject or its controlled or controlling person(s); or (c) close person(s) (in Slovak *“blízke osoby”*) (as defined in article 116 of the Civil Code) to any subject, to its controlled or controlling person(s), or to a member of the board of directors, a member of the supervisory board, an executive, or a procurist of any of them; or (d) person(s) jointly controlled by the controlling person(s) of the subject; or (e) person(s) or entities in which the subject has a direct or indirect ownership interest of shares or other securities (other than shares of a publicly traded company of less than one per cent (1%) of such company’s total shares);

**Shareholders’ Agreement** has the meaning given in Recital (B);

**Signing Date** has the meaning given in Clause 7.1;

* 1. The headings and structure of this Agreement do not affect its interpretation.
	2. Reference to any natural or legal person shall include also reference to its legal successor.
	3. In this Agreement, unless a contrary intention appears from the context, a reference to a Clause, or Schedule is a reference to a clause, or schedule to this Agreement. Schedules shall form an integral part of this Agreement.
	4. Any reference, explicit or implied, to a law, code, regulation or other generally binding enactment used in this Agreement (for the purposes of this clause, the enactment) includes references to:
		1. this enactment including all its subsequent changes, amendments, supplements or use under or in connection with any other enactment (before, on or after the date of this Agreement);
		2. any enactment that has been replaced by this enactment (with or without modification); and
		3. any bylaws issued (before, on or after the date of this Agreement) on pursuant to this enactment, including all its subsequent changes, amendments, supplements or use described in Clause 1.5.1 above or under any other enactment described in Clause 1.5.2 above.
	5. In this Agreement, unless a contrary intention appears from the context:
		1. any words denoting persons shall include natural persons, legal persons and unincorporated associations of persons;
		2. words importing only the singular shall include the plural, and vice versa.
1. **INVESTMENT**
	1. The Investors undertakes to provide the Investment into the Company, in form of contribution to registered capital (in Slovak „*vklad do základného imania“*) and contribution to capital fund from contributions (in Slovak „*príspevok do kapitálového fondu z príspevkov“*) and acquire following participation interests in the Company:

| **Investor** | **Investment (€)** | **Contribution to registered capital (€)** | **Contribution to capital fund from contributions (€)** | **Participation Interest (%)** |
| --- | --- | --- | --- | --- |
| Investor 1  |  |  |  |  |
| Investor 2  |  |  |  |  |
| Investor 3  |  |  |  |  |
| TOTAL |  |  |  |  |

* 1. The Investors shall pay the contributions to registered capital and capital fund from contributions in amount set forth in Clause 2.1 by a wire transfer, free of charge, to the Company’s Bank Account within [3] days following the date when all actions under Clause 3.2 were completed.
	2. Following Completion and payment of the contributions under Clause 2.1, the ownership structure of the Company and contribution of each Party shall correspond to the amount set out in Schedule 1.
	3. The Investment shall be aimed at financing of the Project, mainly [●], including operations of the Company.
1. **Completion**
	1. The Completion shall take place immediately after signing of this Agreement by the Parties and at Completion the events set out in Clause 3.2 shall take place in such order required by laws for proper validity and effectiveness of the transaction contemplated hereunder.
	2. The following events shall occur on the Completion:
		1. the Parties sign the Shareholders’ Agreement, in Agreed Form;
		2. each Investor submits to the Company duly signed statement addressed to the Company in the Agreed Form stating that it has undertaken to pay a contribution to registered capital of the Company corresponding to respective amount in the table under Clause 2.1;
		3. each Investor submits to the Company duly signed statement addressed to the Company in the Agreed Form stating that it has undertaken to pay a contribution to capital fund from contributions of the Company corresponding to respective amount in the table under Clause 2.1;
		4. the Founder adopts Completion Resolution, in the Agreed Form, by means of which the Founder:
2. approves increase the Company’s registered capital by the total amount of contributions to registered capital under Clause 2.1;
3. approves creation of the capital fund from the contributions in the amount at least equal to total amount of contributions to capital fund from contributions under Clause 2.1;
4. adopts the Memorandum of Association in the Agreed Form;
5. approves creation of the Supervisory Board of the Company and appoints:
6. [●], residing at [●], birth certificate No. [●], born on [●] as a member of Supervisory Board nominated by the Founder,
7. [●], residing at [●], birth certificate No. [●], born on [●] as a member of Supervisory Board nominated by the Investor 1,
8. [●], residing at [●], birth certificate No. [●], born on [●] as a member of Supervisory Board nominated by the Investors;
	* 1. the Founder in writing waives its pre-emptive right to subscribe for a new contribution to the Company in respect of the increase of the registered capital as per the Completion Resolution;
		2. [the Founder enters into the Management Agreements in Agreed Form;]
		3. [●];
		4. the Company and/or the Founder shall pass any such other resolutions or take any such decisions as may be required to give an effect of the provisions stipulated in this Agreement.
	1. The documents to be executed or submitted per Clause 3.2 are deemed duly executed/signed if they are signed in line with applicable law; e.g. signatures on documents to be executed or submitted under Clause 3.2.2, 3.2.3, and 3.2.4 shall be officially verified or made in a form of qualified electronic signature with time stamp.
9. **REPRESENTATIONS AND WARRANTIES**
	1. Each Party to this Agreement represents and warrants to the others the following:
		1. if a natural person, it is capacitated to perform legal acts (in Slovak “*spôsobilosť na právne úkony*“) or if a legal person, it is a corporate body in a good standing, duly incorporated and organised and validly existing under the laws of its jurisdiction of incorporation;
		2. it has the legal right and full power and authority to enter into this Agreement (and the other agreements to be entered into by it under, in accordance or in connection with this Agreement) and to perform its obligations under this Agreement (and such other agreements);
		3. it has obtained all authorizations, including corporate approvals, and all other applicable governmental, statutory, regulatory or other consents, clearances, approvals, licences, waivers or exemptions required to empower it to enter into and to perform its obligations under this Agreement (and such other agreements) and for this Agreement (and such other agreements) to be duly and validly authorized, executed and delivered by it;
		4. it has obtained his/her spouse’s consent (if applicable) with the terms and conditions of the Agreement (and the other agreements to be entered into by it under, in accordance or in connection with this Agreement), including the respective investment(s) hereunder;
		5. this Agreement (and the other agreements to be entered into by it under, in accordance or in connection with this Agreement) and the obligations expressed to be assumed by it under this Agreement (and such other agreements) are legal and valid, binding upon it and enforceable against it in accordance with their terms; and
		6. entry into and performance by it of its obligations under this Agreement (and the other agreements to be entered into by it under, in accordance or in connection with this Agreement) will not (i) contravene any existing law, statute, order, treaty, rule or regulation applicable to it or (ii) breach any provision of its articles, by-laws or other constitutional documents.
	2. Each Party declares to the other Party that each of the representations and warranties given in Clause 4.1 were on the date of this Agreement true, accurate and not misleading as far as their content is concerned, and all the other Parties can rely on these representations and warranties. Each Party, in its own name, undertakes to compensate the other Parties, for any damage and costs incurred by those Parties as a result or in connection with the fact that any warranty given in Clause 4.1 proves to be untrue, inaccurate or misleading regarding that Party.
	3. Unless explicitly stated otherwise in Schedule 2 or unless resulting otherwise from the nature of a particular representation or warranty given in Schedule 2, the Company and the Founder as joint and severally liable debtors represent to the Investors that each of the representations and warranties given in Schedule 2 were as of the day of this Agreement true, accurate and not misleading as far as their content is concerned, and will remain to be true, accurate and not misleading whether by inclusion or omission or otherwise on the date when the Investment is due (save for representations and warranties given in point 2.1 of Schedule 2, which are true, accurate and not misleading only immediately prior to execution of this Agreement). The Investors can rely on these representations and warranties and the Company and the Founder undertake to repay to the Investors any caused damages, costs or expenses arisen as a direct or indirect consequence of any breach of the representations or warranties made hereunder, subject to limitation of liability clause below.
10. **LIMITATION OF LIABILITY**
	1. No Party shall be liable for any loss of profit under this Agreement.
	2. The aggregate liability of the Company, and the Founder in respect of all and any Claims brought by one or more Parties shall be limited to:
		1. in the case of the Company, an amount equal to the aggregate amount of the Investments;
		2. in the case of the Founder, an amount equal to [6x] monthly salary which the Founder has received for month preceding execution of this Agreement.
	3. Any Claim must be notified to the Company and the Founder within [2] months following the day on which the claiming Party acquired sufficient knowledge of a breach of a warranty resulting in such Claim. Should the Claim not be notified within such [2]-month period, it shall cease to exist.
	4. The Company and the Founder shall be liable only for the Claims the total value of which exceeds EUR [10,000]; in such case, the Party shall be liable for the whole amount and not only for the amount exceeding EUR [10,000].
	5. The Company and the Founder shall not be liable for any Claim if the alleged breach which is the subject of the Claim is capable of remedy and is remedied to the reasonable satisfaction of the Party to which the representation and/or warranty is addressed within 30 days upon being notified of such Claim.
	6. The Company and the Founder shall not be liable for any Claim if risk or existence of such Claim (a) was identified by the Investor in course of the due diligence, or (b) ensues from disclosure letter provided by the Company and Founder to the Investors.
11. **Confidentiality**
	1. Clause 24 (*Confidentiality*) of the Shareholders’ Agreement shall apply by reference also to this Agreement.
12. **GENERAL PROVISIONS**
	1. This Agreement shall become valid and effective among the Parties on the day of its signing by all Parties (the **Signing Date**).
	2. The Parties agree that they shall procure the convening of all meetings, the giving of all waivers and consents and the passing of all resolutions and shall otherwise exercise all powers and rights available to them in order to give effect to the provisions of this Agreement.
	3. If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. The Parties shall nevertheless negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.
	4. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any Party may enter into this Agreement by executing a counterpart thereof.
	5. This Agreement shall supersede any prior expressions of intent or memoranda with respect to Completion. A written consent of the Parties shall be required for any amendment hereof.
	6. Provisions in the Shareholders’ Agreement shall prevail over any contradictory provisions stipulated in this Agreement and the Memorandum of Association.
13. **Governing law and jurisdiction**
	1. This Agreement shall be governed by the laws of the Slovak Republic. The Parties agree that the application of any provision of Slovak law that is not of a mandatory nature is expressly excluded to the extent that it could alter the meaning or purpose of any provision of this Agreement.
	2. All disputes arising out of or in connection with this Agreement, including disputes relating to its violation, termination, interpretation or validity, and to any legal consequence thereof, shall be first resolved through mutual negotiations between the Parties. Any of the Parties shall serve a written notice including the request for negotiations and written solution proposal to the other Parties in order to seek to resolve such a dispute in out of court settlement. Provided the dispute is not settled within thirty (30) days following the delivery of the Party’s written notice to the other Parties, such a dispute shall be finally settled [*arbitration clause*]. The language to be used in the arbitral proceedings shall be [Slovak/English].
	3. Notwithstanding the provisions of Clause 8.2, each Party may at any time seek interim measures including injunctive relief in relation to the provisions of this Agreement or a Party’s performance of it from any court of competent jurisdiction.
14. **Notices**
	1. Clause 30 (*Notices*) of the Shareholders’ Agreement shall apply by reference to notices and other communication under this Agreement.

**AS EVIDENCE OF THE ABOVE** this Agreement has been signed by the Parties (or their duly authorised signatories) on the date which first appears on page one.

1.

 **Capitalisation Table**

1. **Representations and Warranties**
2. **Definitions**
	1. For the purpose of this Schedule 2:

**Accounts** means the balance sheet and profit and loss account of the Company for the period starting on the date of incorporation of the Company and ending on the Accounts Date in the agreed form;

**Accounts Date** means the date on which the latest Accounts have been issued by the Company;

**Business** means any business activities of the Company stipulated in the Memorandum of Association, Business Plan, and any other businesses carried out by the Company;

**Business Plan** means the business plan of the Company for completion of the Project;

**Licence Agreements** mean licence agreements concluded between the Company on one side and Founder or any other person involved in the Project development (as applicable) on the other side on transfer (provision) of the Intellectual Property rights in accordance with the terms and conditions set out in the Licence Agreements;

Intellectual Property means copyrights, trade and service marks, including the trademarks, trade names, rights in logos and get-up and trade dress, inventions, confidential information, trade secrets, registered designs, design rights, patents, utility models, semi-conductor topographies, domain names, all rights of whatsoever nature in computer software and data, all rights of privacy and all intangible rights and privileges of a nature similar or allied to any of the foregoing, in every case in any part of the world and whether or not registered; and including all granted registrations and all applications for registration in respect of any of the same;

**Management Accounts** means the management accounts of the Company for the period starting on the Accounts Date and ending on [●], in the agreed form and particulars;

**Taxation** means all forms of taxation, duties, rates, levies, contributions, withholdings, deductions, liabilities to account, charges and imposts whether imposed in Slovakia or elsewhere in the world. Taxation shall include but shall not be limited to any (i) income taxes (ii) VAT taxes (iii) withholding taxes (iv) social insurance payments (iv) health insurance payments (v) pension funds payments (vi) any mandatory payments, duties and taxes (e.g. payable under act No. 582/2004 Coll. on local taxes and local fee for municipal waste, as amended); and

**Taxing Authority** means any other governmental, state, provincial, local governmental or municipal authority, body or official whether of the Slovakia or elsewhere in the world responsible for administration of the Taxation.

1. **Corporate matters**
	1. Immediately before the Completion, the Company’s registered capital is EUR [●] and is fully paid by the Founder.
	2. The Founder is the legal and beneficial owners of their respective participation interest set in point 2.1 above and the respective participation interests are fully paid up.
	3. Except as anticipated by this Agreement or the Shareholders’ Agreement or referred to in this Agreement or the Shareholders’ Agreement otherwise, no other registered capital of the Company has been issued or committed to be issued, no options, warrants or other rights to subscribe for new contributions in the registered capital of the Company have been granted or agreed to and no dividends or other rights or benefits have been declared, made or paid or agreed to be declared, made or paid thereon.
	4. With exception of the rights and obligations set out in this Agreement, Shareholders’ Agreement and Memorandum of Association, the participation interest held by the Founder in the Company is free and clear of any liens, encumbrances or other rights of third parties and there are no pre-emption rights, rights of first refusal, options, voting arrangements, shareholder agreements, or other rights of third parties to acquire the participation interest of the Founder.
2. **Subsidiaries**
	1. Except for owning **[●]**% shares of **[●]**. with its registered seat in **[●]**, 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.
3. **Accounts**
	1. The Accounts and the Management Accounts have been prepared in accordance with accounting principles, standards and practices which are generally accepted in the Slovak Republic, comply with the requirements of the respective law and give a true and fair view of the state of affairs of the Company at the date of the Accounts or the Management Accounts (as the case may be) and of the profits and losses for the period concerned.
4. **Events since the Accounts Date**
	1. Since the Accounts Date the Company has conducted the Business in the normal course and as a going concern.
5. **Taxation**
	1. There are no local or foreign taxes due and payable by the Company which (i) have not been timely paid, or which (ii) are due, whether or not assessed or disputed.
	2. There are no circumstances in which interest or penalties in respect of Taxation not duly paid could be charged against it in respect of any period prior to Completion.
	3. There have been no examinations or audits of any tax returns or reports by any applicable local or foreign Tax Authority.
	4. The Company has duly and punctually complied with the Taxation requirements and has made all returns and given or delivered all notices, accounts and information which ought to have been made in respect of such Taxation requirements and is not involved in any dispute with any Taxing Authority concerning any matter likely to affect in any way the liability (whether accrued, contingent or future) of it to Taxation and the Company is not aware of any matter which may lead to such dispute.
	5. The Company has not entered into or been a party to any schemes or arrangements designed partly or wholly for the purpose of it or (so far as each of the Company and the Founder are aware) any other person avoiding Taxation.
6. **Business Plan**
	1. The Business Plan (if existing) has been diligently prepared by the Company in faith. All factual information contained in the Business Plan was when given and is of the date of this Agreement true, complete and accurate in all material respects and not misleading.
	2. The financial forecasts, projections or estimates contained in the Business Plan have been diligently prepared.
7. **Employment arrangements**
	1. All agreements with employees, consultants or independent contractors have been entered into in compliance with applicable laws and have been concluded by duly authorized representatives.
	2. The Company does not owe any amount to, nor does it have any outstanding obligations in respect of, any of its present or former directors, employees, consultants, independent contractors or shareholders other than regular remuneration accrued during the month in which this Agreement has been entered into and other than legal or other professional fees to be paid to relevant service providers in relation to investments agreed or envisaged under the Agreement.
	3. The Company has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental entity all amounts required to be withheld from employees, consultants or independent contractors.
	4. The Company is not in default with payment of social security contributions and health insurance contributions in any jurisdictions.
	5. There are no trade unions or works councils operating at the Company and the Company is not aware of any plans to establish such bodies.
	6. The Company’s employees are not covered by any collective labour agreement.
	7. The Company complied at all times with the minimum wage requirements if applicable.
	8. There are no grounds for the termination of any employment agreements by the employees due to the reasons attributable to the Company.
	9. No gratuitous payment has been made or promised in connection with the actual or proposed termination or suspension of employment or variation of any contract of employment of any present or former director or employee of the Company.
8. **Regulatory Requirements**
	1. The Company has all the licences, consents and approval for carrying out its Business.
9. **Litigation**
	1. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or, to the Company’s knowledge, currently threatened against the Company or any Founder.
10. **Agreements and capital commitments**
	1. The Company (except as anticipated by this Agreement, Shareholders’ Agreement or referred to in this Agreement or the Shareholders’ Agreement otherwise):
		1. is not a party to any contract, arrangement or commitment (whether in respect of capital expenditure or otherwise) which is of an unusual, onerous or long-term nature or which involves or could involve a material obligation or liability;
		2. is not a party to any agreement which is or may become terminable as a result of the entry into or completion of this Agreement;
		3. is not bound by any guarantee or contract of indemnity (in Slovak “*sľub odškodnenia”)* under which any liability or contingent liability is outstanding;
		4. has not entered into any agreement which 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;
		5. is not a party to any joint venture, consortium, partnership, unincorporated association or profit sharing arrangement or agreement;
		6. is not a party to or enjoys the benefit of any agreement requiring registration or notification of the agreement or the Company under or by virtue of any statute; or
		7. is not in default of any agreement or arrangement to which it is a party.
	2. The Company has not been and is not a party to any contract or arrangements binding upon it for the purchase or sale of property or the supply of goods or services at a price different to that reasonably obtainable on an arm’s length basis.
11. **Borrowings and facilities**
	1. The Company is not in breach of any terms of bank overdraft facilities and borrowings of the Company and none of such facilities or terms of borrowing will be terminated as a result of the entry into of this Agreement (except as anticipated by this Agreement, the Shareholders’ Agreement or referred to in this Agreement or the Shareholders’ Agreement otherwise).
12. **Intellectual Property**
	1. Each Founder, employee, consultant and independent contractor has assigned to the Company all Intellectual Property rights he or she owns that are related to the Company’s Business and Project as now conducted and as presently proposed to be conducted and all intellectual property rights that he, she or it solely or jointly conceived, reduced to practice, developed or made during the period of his, her or its employment or relationship with the Company that (i) relate, at the time of conception, reduction to practice, development, or making of such Intellectual Property right, to the Company’s Business and Project or (ii) resulted from the performance of services for the Company or employment relationship.
	2. The Company’s Intellectual Property (including any other license/transfer/license assignment agreement entered into prior to the Completion) and the Intellectual Property licenced or transferred to the Company under the Licence Agreements do not infringe any Intellectual Property rights of any third party and are not subject to any claims of third parties or pending rescission, cancellation, revocation or correction proceedings which may have a negative impact on the business operation of the Company or the Project.
	3. To the Company’s knowledge, no product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any intellectual property rights of any other party.
	4. The Company has not received any communications alleging that the Company has violated or, by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any other person.

**SIGNATORIES**

| **Company** | **Investor 1** |
| --- | --- |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Name:** **[●]****Title: [●]** | **Name:** **[●]****Title: [●]** |
| **Founder**  | **Investor 2** |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Name:** **[●]** | **Name: [●]****Title: [●]** |
| **Investor 3** |  |
|  |  |
|  |  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| **Name: [●]****Title: [●]** |  |