

INVESTMENT LETTER

Recipient Name: _____

Investor Name: _____

Introduction:

This Investment Letter ("Letter") serves as a formal indication of the Investor's interest in investing in the Company under the terms and conditions set forth herein. This Letter is intended to be a legally binding agreement upon execution by the parties herein.

Investment Details:

Investment Amount (USD): _____

Equity Percentage (%): _____

Payment Method: _____

Terms and Conditions:

1. The Investor agrees to invest the specified amount into the Company in exchange for the stated equity percentage.
2. The Company will issue share certificates or equivalent ownership documents to the Investor upon receipt of funds.
3. The Investor acknowledges that this investment involves risks and has reviewed all relevant documents and disclosures.
4. The Company represents that it is duly organized and in good standing under United States law and has the authority to enter into this Letter.
5. This Letter constitutes the entire agreement between the parties with respect to the investment and supersedes all prior discussions.
6. Any amendments to this Letter must be in writing and signed by both parties.
7. The Investor agrees to comply with all applicable securities laws and regulations.
8. The Company agrees to provide the Investor with regular updates on financial performance and material events.
9. The Investor acknowledges that this Letter is subject to completion of due diligence and receipt of necessary approvals by the Company.
10. Neither party shall assign their rights or obligations under this Letter without prior written consent of the other party.
11. The parties agree to resolve any disputes arising out of this Letter through binding arbitration in the jurisdiction of the Company's principal place of business.
12. This Letter shall be governed by and construed in accordance with the laws of the United States of America without regard to its conflict of laws provisions.

Confidentiality:

The parties agree that all information exchanged relating to this investment shall be kept confidential and shall not be disclosed to any third party except as required by law or with prior written consent of the other party.

Investor Representations and Warranties:

The Investor represents and warrants that:

- a) The Investor has full legal capacity and authority to make this investment.
- b) The funds used for this investment are not derived from illegal activities.
- c) The Investor understands the risks involved and is able to bear the economic risk of this investment.
- d) The Investor has had the opportunity to ask questions and receive answers concerning the investment.

Company Representations and Warranties:

The Company represents and warrants that:

- a) All corporate actions necessary for the execution and delivery of this Letter have been taken.
- b) The execution and delivery of this Letter and the consummation of the transactions herein will not violate any agreement or law.
- c) The Company will use the investment funds for lawful business purposes and in accordance with its business plan.

Miscellaneous:

- 1. Severability: If any provision of this Letter is held invalid or unenforceable, the remainder shall remain in full force and effect.
- 2. Entire Agreement: This Letter contains the entire agreement between the parties.
- 3. Notices: All notices shall be in writing and sent to the addresses set forth herein or as later designated.
- 4. Counterparts: This Letter may be executed in counterparts, each of which shall be deemed an original.
- 5. Waiver: No failure or delay in exercising any right shall operate as a waiver thereof.

INVESTOR SIGNATURE

COMPANY SIGNATURE

Signature: _____

Signature: _____

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