



INVESTMENT AGREEMENT

This **INVESTMENT AGREEMENT** (hereinafter referred to as the "**AGREEMENT**") is made and entered into on this _____ by and between:

1. **AXX INVESTMENT**, a company duly organized and existing under the laws of **Dubai, UAE**, with its principal place of business located at Office #510, 5th Floor, Al Fattan Plaza, Al Garhoud, PO Box 237270, Dubai - UAE (hereinafter referred to as "**Party A**"); and
2. _____, a company duly organized and existing under the laws of **Dubai, UAE**, with its principal place of business located at _____ - **Dubai - UAE**. (hereinafter referred to as "**Party B**" or "**the Company**").

Collectively referred to as the "**Parties**" and individually as a "**Party**."



1. Definitions

1.1 **"Shares"** refers to the equity securities to be issued to the Investor under this Agreement. 1.2 **"Convertible Notes"** refers to debt securities that can be converted into equity at a future date under specified terms. 1.3 **"Revenue Sharing Units"** refers to units that entitle the Investor to a percentage of the Company's revenue. 1.4 **"Profit-Sharing Agreements"** refers to an arrangement in which the Investor is entitled to a share of the profits generated by the Company. 1.5 **"Debt Instruments"** refers to loans, bonds, or other fixed-income securities issued by the Company to the Investor. 1.6 **"Royalty Agreements"** refers to arrangements where the Investor receives a percentage of revenue or profit from specific products, services, or intellectual property. 1.7 **"Closing Date"** means the date on which the transaction contemplated in this Agreement is completed. 1.8 **"Confidential Information"** refers to any and all information disclosed by one Party to the other that is designated as confidential. 1.9 **"Investment Amount"** refers to the total sum of money to be paid by the Investor to the Company as specified in Section 3. 1.10 **"Valuation"** refers to the pre-money valuation of the Company, which is agreed to be

2. Purpose of Agreement

- The purpose of this Agreement is to define the terms and conditions under which the Investor will invest funds into the (Company:) in exchange for equity, convertible notes, revenue-sharing units, profit-sharing rights, debt instruments, or royalties in the (Company:).



3. Investment Terms

3.1 **Investment Amount:** The Investor agrees to invest a total amount of \$ and Amount () into the Company.

3.2 **Investment Structure:** The Investor's Investment Amount may be allocated as follows:

- **Equity Issuance:** [] % of the Investment Amount will be used to issue of shares of [Class: / Type of Shares:] to the Investor, representing [] % of the Company's fully diluted equity.
- **Convertible Notes:** [] % of the Investment Amount will be issued in the form of convertible notes with the following terms:
 - Conversion Rate:
 - Maturity Date:
 - Interest Rate: [] % per annum.
- **Revenue Sharing Units:** [] % of the Investment Amount will be allocated to revenue-sharing units, entitling the Investor to [] % of gross revenue for a period of [] years.
- **Profit-Sharing Rights:** [] % of the Investment Amount will be used to establish a profit-sharing arrangement where the Investor is entitled to [] % of the Company's net profit for a period of [] years.
- **Debt Instruments:** [] % of the Investment Amount will be structured as a debt instrument with the following terms:
 - Principal Amount:
 - Interest Rate: [] % per annum
 - Repayment Schedule: [Monthly / Quarterly / Annually] payments starting
- **Royalty Agreement:** [] % of the Investment Amount will be used to secure a royalty arrangement entitling the Investor to [] % of the revenue generated from [specific product, service, or IP] for a period of [] years.



3.3 **Payment Terms:** The Investor shall pay the Investment Amount via [Wire Transfer / Bank Deposit] to the Company's designated bank account within [] business days from the execution of this Agreement.

3.4 **Certificates and Documentation:** The Company shall deliver to the Investor the following documents within [] days of the Closing Date:

- **Share Certificate** for equity issuance; or
- **Convertible Note Certificate** for the convertible note issuance; or
- **Revenue Sharing Agreement** for the revenue-sharing units; or
- **Profit-Sharing Agreement** outlining the Investor's entitlement to Company profits; or
- **Debt Instrument Certificate** for any debt-based investment; or
- **Royalty Agreement** for royalty entitlements.

4. Representations and Warranties

4.1 Representations by the Company:

- The Company is duly organized, validly existing, and in good standing under the laws of [].
- The Company has the authority to enter into this Agreement and to issue shares, convertible notes, revenue-sharing units, profit-sharing rights, debt instruments, and royalty agreements as specified (either one).
- The shares, notes, units, rights, and instruments to be issued are free and clear of any encumbrances, liens, or claims.



4.2 Representations by the Investor:

- The Investor has the legal capacity and authority to enter into this Agreement.
 - The Investor is acquiring the investment units for investment purposes only and not for resale or distribution.
 - The Investor understands and accepts the risks associated with investing in the Company.
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5. Conditions Precedent to Closing

The obligations of the Parties to close the investment are subject to the following conditions being met:

- **Company Compliance:** The Company must obtain any necessary regulatory approvals.
 - **Due Diligence:** The Investor must be satisfied with the results of due diligence conducted on the Company.
 - **Legal Compliance:** Both Parties must comply with any applicable legal and regulatory requirements.
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6. Covenants of the Company

6.1 **Use of Funds:** The Company agrees to use the Investment Amount exclusively for [Description of Use of Funds:].

6.2 **Information Rights:** The Investor shall have the right to access quarterly financial reports, annual audited financial statements, and other relevant documents as reasonably requested.



6.3 **Board Representation:** The Investor shall have the right to nominate [] representative(s) to the Company's board of directors.

6.4 **Anti-Dilution Rights:** If the Company issues new shares at a lower valuation than this investment, the Investor will have anti-dilution protection as outlined in Schedule [I].

7. Confidentiality

Each Party agrees to keep confidential all information exchanged during the negotiation and execution of this Agreement, except as required by law or agreed in writing by the other Party.

8. Termination

This Agreement may be terminated as follows:

- By mutual written consent of both Parties.
 - If either Party materially breaches any term or condition of this Agreement and fails to cure the breach within [] days of receiving written notice.
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9. Dispute Resolution

9.1 **Governing Law:** This Agreement shall be governed by the laws of **Dubai - UAE**.

9.2 **Arbitration:** Any dispute, controversy, or claim arising from or relating to this Agreement shall be resolved by arbitration under the rules of an Arbitration Body from **Dubai - UAE**. The arbitration shall be conducted in **Dubai - UAE**.



SCHEDULE - I (Anti-Dilution Protection)

The Company agrees to provide anti-dilution protection to the Investor as follows:

1. Purpose: To protect the Investor from dilution of ownership in the event that the Company issues new shares at a price lower than the price paid by the Investor.

2. Full Ratchet Protection: If the Company issues new shares at a price lower than the Investor's purchase price, the Investor's shares shall be adjusted to match the new lower price. The Company will issue additional shares to the Investor at no additional cost to ensure the Investor's ownership percentage remains intact.

3. Weighted Average Adjustment: Alternatively, a weighted average method may be applied to adjust the Investor's shareholding. The adjustment will be based on a formula that accounts for the number of new shares issued and the price at which they are issued relative to the Investor's original investment.

4. Exclusions: Anti-dilution protection shall not apply in the following cases:

- Issuance of shares to employees, consultants, or directors under an approved equity incentive plan.
- Shares issued as part of a merger, acquisition, or strategic partnership.
- Shares issued to lenders or creditors as part of debt settlement or restructuring.

5. Adjustment Process: When a triggering event occurs, the Company will notify the Investor in writing within [] days and provide all relevant details regarding the new share issuance. The adjustment of shares will be made within [] days of the notice.

6. Termination of Protection: The anti-dilution protection shall remain in effect until [Insert Date:] or until the Investor's ownership in the Company falls below []% due to voluntary transfer or sale of shares.



IN WITNESS WHEREOF, the Parties hereto have executed this INVESTMENT AGREEMENT as of the date first written above.

For AXX INVESTMENT,

Signature: _____

Name: **S.M. ALI**

Title: **CHAIRMAN & FOUNDER**

Date: _____

For

Signature: _____

Name: _____

Title: _____

Date: _____

Office #510, 5th Floor, Al Fattan Plaza, Al Garhoud, PO Box 237270, Dubai - UAE

Email: info@axxinvestment.com / Website: www.axxinvestment.com