

INVESTOR AGREEMENT

Location: _____ Date: _____

Parties:

Investor Name: _____

Investor Address: _____

Company Name: _____

Company Address: _____

Recitals:

WHEREAS, the Company desires to raise capital for business purposes, and the Investor desires to invest in the Company under the terms and conditions set forth herein;

1. Investment

The Investor agrees to invest the amount specified by mutual agreement in the Company. The Company agrees to issue shares or stake in the Company corresponding to the investment amount as per the agreed valuation.

2. Representations and Warranties

Each party represents and warrants to the other that it has the full right, power, and authority to enter into and perform this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation enforceable against it.

3. Use of Proceeds

The Company agrees to use the investment proceeds solely for the purposes described in the business plan and budget provided to the Investor.

4. Investor Rights

The Investor shall have rights as set forth in the applicable shareholders' or members' agreement, including but not limited to information rights, voting rights, and rights of first refusal.

5. Confidentiality

Each party agrees to keep confidential the existence and terms of this Agreement and all proprietary information received from the other party, except as required by law or as agreed in writing.

6. Compliance with Laws

The parties agree to comply with all applicable Canadian federal and provincial laws and regulations in connection with the performance of this Agreement.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles. The parties submit to the exclusive jurisdiction of the courts of Ontario for any disputes arising out of this Agreement.

8. Term and Termination

This Agreement shall commence on the date of execution and shall continue until terminated by mutual written consent or as otherwise provided herein.

9. Indemnification

Each party shall indemnify and hold harmless the other party against any losses, claims, damages, or liabilities arising out of any breach of this Agreement or negligence.

10. Entire Agreement

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

11. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties to be effective.

12. Severability

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

13. Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, mail, courier, or electronic means to the addresses provided herein.

14. Waiver

No failure or delay by any party in exercising any right shall operate as a waiver of that right, nor shall any single or partial exercise preclude further exercise.

15. Counterparts

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

16. No Assignment

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

17. Risk Acknowledgment

The Investor acknowledges that investing in the Company involves risks, including loss of capital, and that no guarantees have been made regarding investment returns.

18. Tax Matters

The parties acknowledge that they are responsible for their own tax obligations relating to this investment under Canadian tax laws.

19. Independent Legal Advice

Each party confirms that it has had the opportunity to seek independent legal advice prior to executing this Agreement.

20. Execution

The parties have executed this Agreement as of the date of the last signature below.

INVESTOR'S SIGNATURE

COMPANY REPRESENTATIVE SIGNATURE

Signature: _____

Signature: _____

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