

## Investment Agreement between Joe Angel & Startup Ltd

1. This document lays out the terms of an investment agreement between Joe Angel ("Joe") and Startup Ltd made on [DATE], whereby Joe will invest £XXXXXX in Startup Ltd in return for X% of the company.
2. This agreement was drawn up following negotiations between Joe and [Startup's Negotiator], who was acting on behalf of Startup Ltd, under the instruction of [Startup's CEO]. Neither party received any specialist legal advice during the course of the drafting of this document and the completion of the investment agreement. The parties agreed to forego taking legal advice in order to expedite the completion of the investment and avoid incurring legal costs. Both parties to this investment agreement are acting in good faith and have ensured that this document contains all information that they consider to be relevant to the agreement.
3. The intent of this investment agreement is that Joe will invest £XXXXXX in Startup Ltd and will receive shares that amount to X% of the company's share capital (taking into account any share options that have been granted).
4. Company Name & Registered Office:  
STARTUP LTD  
1 SILICON ROUNDAABOUT  
LONDON  
ENGLAND  
EC1X 4AA  
Company No. XXXXXXXX
5. With respect to Startup Ltd,
  - 5.1. All shares that have been issued are common, ordinary shares.
  - 5.2. All share options have have been granted are for common, ordinary shares.
  - 5.3. No other classes of shares have been issued.
  - 5.4. No preference shares have been issued.
  - 5.5. No existing shareholders are entitled to special or preferential treatment in the event of future investment in the company.
  - 5.6. There are no anti-dilution rights or provisions in place for existing shareholders.
  - 5.7. There are no special pre-emption rights or provisions in place for existing shareholders.
  - 5.8. Startup Ltd has not traded and has no debt or liabilities
  - 5.9. All Startup activities and the Startup brand are part of Startup Ltd.
  - 5.10. Startup Ltd owns all Startup Brand and Other Startup Brand intellectual property, including the cool-startup-website.com website
6. The number of shares and price per share set out below are based on the following assumptions:
  - 6.1. Startup Ltd has issued XXXX shares, including shares held in anticipation of the exercise of share options that have been granted, and
  - 6.2. If all existing share options were to be fully exercised, the share issuance would not exceed XXXX shares.
7. If the number of shares issued or the number of share options granted changes between the date of this agreement and the issuance and sale of shares to Joe, the number of shares that will be issued and sold to Joe shall be adjusted such that they will constitute X% of the total issued shares (plus any outstanding share options).
8. Joe agrees to purchase, and Startup Ltd agrees to sell and issue to Joe XXX common, ordinary shares, at a cash purchase price of £X per share (£XXXXXX in total).

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9. Joe will transfer £XXXXXX to Startup Ltd's bank account on [DATE]. The bank account details are as follows:

Account number: XXXXXXXXX  
Sort code: XX-XX-XX

10. Startup Ltd will deliver to Joe a certificate registered in Joe's name, representing XXX shares no later than [A LATER DATE].
11. In the event that the shares are not issued to Joe, Startup Ltd will return the investment (£XXXXXX) to Joe no later than [A LATER DATE].
12. The funds Joe invests in Startup Ltd will be used to support the company's activities in developing the Startup concept (as described in the attached [DOCUMENTS]).
13. During future investment rounds, Joe shall be treated the same as the other existing shareholders.
14. If existing shareholders are granted special rights at any point in the future (including but not limited to anti-dilution right or provisions and special non-preemption rights or provisions), Joe shall be entitled to the same rights.

Signed:

Date:

Joe Angel  
Angel Towers, Angelton, ENGLAND, AN6 3LL

Signed:

Date:

On behalf of Startup Ltd.  
[Startup's CEO], Director

Witnessed by:

Date:

Some Random Passer-by