

Business Profile New Existing

Company Name,	
Address	
Registration/ License	
Industry as registered	
Owner, Shareholder & Address	
Company Manager & Contact	

Business Description & Model**Product and Services****Investment****Funding**

Business Investment

to empower Entrepreneurs and develop sustainable Business Ventures



To transform business ideas into commercial viable Businesses, Magellan Group has developed business platforms and structures to inducts skills, resources, network into business ventures to create sustainable businesses – ready for regional and international growth.

Priority and focus lies on the Entrepreneur itself, the mindset and the potential of the business model. The business investments is scheduled as longterm business partnership to create international success based on the results delivered by the Business Owner.

Investment Agreement

Between: _____
[Investor Name][Address][City, State, ZIP Code] ("Investor")

And _____
[Talent/Entrepreneur/Business Name][Address][City, State, ZIP Code] ("Talent or Entrepreneur")

And **Magellan Group**
[Talent & Business Development] ("Magellan Group")

Recitals
•The Entrepreneur / Company is engaged in the business of [brief description of the company's business].

•The Investor desires to induct resources in the Company, and the Company desires to accept such investment, subject to the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. Investment and ROI

The Investor and Magellan agree to invest the following amounts in the company for the following rewards

Investment - Resources	ROI - Rewards
Business Advisory & Business Plan Business Documentation (Agreements) Business Strategies & Financial Structures	15% stake in the company (non dilutable) entitles to 15% shareholding including respective voting rights and profit share. Documentation and registration done upon request.
+ Loan amount of EUR 150	If nothing else is agreed on in writing, terms and conditions apply with 20% p.a. interest and repayment modes as following: Up to € 1,000 in 12 months Up to € 10,000 in 72 months Up to € 5,000 in 36 months Above to € 10,000 in 120 months

3. Use of Funds

The Company agrees to use the Investment Amount for [general corporate purposes/working capital/product development/other specific purposes], in accordance with the business plan provided to the Investor.

2. Management

The company's, existing owners and management are informed and agree to allow the Investor or its representative a voice and representation in the actual Management of the Company.
The investor has the rights to see company records, books and documents to be able to form strategies and structures.

4. Representations and Warranties

4.1. The Company & Business Owner (Here: the Company) represents and warrants to the Investor that:
•The Company is duly organized, validly existing, and in good standing under the laws of _____.
•The issuance of the Equity Stake to the Investor has been duly authorized by all necessary corporate action.
•The shares to be issued to the Investor will be duly authorized, validly issued, fully paid, and non-assessable.
•The Company is not subject to any litigation or legal proceedings that could materially impact its business or the value of the Investor's equity.

4.2. The Investor represents and warrants to the Company that:
•The Investor has the full legal capacity and authority to enter into this Agreement.
•The Investor understands that the Equity Stake represents an investment in a private company and that such investment is speculative and involves a high degree of risk.

5. Dividends and Distributions

The Investor and Magellan Group shall be entitled to receive dividends and other distributions on its Investment as may be declared from time to time by the Company's Board of Directors in accordance with the Company's governing documents.

6. Transfer Restrictions

The Equity Stake issued to the Investor shall be subject to the following restrictions:
•The Investor may not transfer, sell, or otherwise dispose of the Equity Stake without the prior written consent of the Company, except as permitted under applicable securities laws.
•Any permitted transfer shall be subject to the transferee agreeing in writing to be bound by the terms of this Agreement.

6. Confidentiality

6.1 All parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the term of this Agreement, except as necessary to perform the obligations under this Agreement.
6.2. Investor and Magellan Group agree to maintain the confidentiality of all non-public information regarding the Company and its business that is provided to the Investor or Magellan Group, except as required by law or regulation.

7. Representations and Warranties

7.1 Each party represents and warrants that it has the full right and authority to enter into this Agreement and to perform its obligations hereunder.

8. Termination

8.1 This Agreement may be terminated by mutual consent of both parties.
8.2. In the event of termination, the Magellan Group, the Investor will be entitled to compensation for services rendered up to the date of termination, and any outstanding payments shall be made within 14 days.
8.2 In the event of termination, the Entrepreneur shall return any unspent portion of the Investment Amount to the Investor, unless otherwise agreed upon by the parties.
8.3 Any outstanding obligations, including the distribution of profits and the return on investment, shall survive the termination of this Agreement. The terms of any exit from business shall be governed by the Investment Agreement and any other applicable agreements.

9. Special Agreement

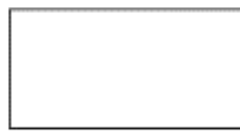
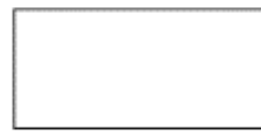
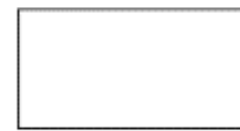
10. Other

10.1 Any disputes arising out of or in connection with this Agreement shall be resolved through negotiation between the parties. If the dispute cannot be resolved through negotiation, it shall be submitted to mediation or binding arbitration under the rules of Germany.
10.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Germany, without regard to its conflict of law principles.
10.3. This Agreement, together with the attached Shareholders' Agreement, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties.
10.4. Any amendments or modifications to this Agreement must be made in writing and signed by both parties.
10.5 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
10.6. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

11. Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Date _____
Location _____

 Talent / Entrepreneur
 Investor
 Magellan Group

Exhibits.] Talent Investment Agreement
] Development Plan
] Other: