**Investment Banking Agreement**

This Investment Banking Agreement (referred as “Agreement”) is formed and effective on this [INSERT NUMBER] day of [INSERT MONTH], [INSERT YEAR] (referred as “Effective Date”).

BY AND BETWEEN

[INSERT NAME OF COMPANY](referred as “Investment Company”), a company duly registered in accordance with the laws of [INSERT NAME OF COUNTY] of the State of [INSERT NAME OF STATE] with its main address at [INSERT COMPLETE COMPANY ADDRESS]

AND

[INSERT NAME OF FINANCIAL INSTITUTION](referred as “Banker”), a company duly registered in accordance with the laws of [INSERT NAME OF COUNTY] of the State of [INSERT NAME OF STATE] with its main address at [INSERT COMPLETE COMPANY ADDRESS]

WHEREAS, Investment Company has the intention of retaining Banker as its investment banker with the latter party having the desire to do such for Investment Company.

NOW, THEREFORE, with consideration to the preceding mutual covenants of the parties, Investment Company and Banker hereby agreed to the following:

(a) Term of Agreement

(i) This Agreement shall commence on the Effective Date specified at the beginning pages of this Agreement and shall continue on [INSERT NUMBER/PERIOD] from such date;

(ii) This Agreement may be renewed by either Investment Company or Banker for additional [INSERT NUMBER/PERIOD] unless either of the aforementioned parties terminates this Agreement in writing in not less [INSERT NUMBER/PERIOD] prior to the original and/or subsequent expiration date of this Agreement.

(b) Nature of Investment Banking Services

(i) Investment Company hereby engages Banker to serve as its investment banker and provide investment advices and/or services to Investment Company as is requested by the latter party which involve concerns on equity and/or debt financing as well as strategic planning, acquisition and merger possibilities, and business development activities including, but without limitation, to the following:

1. Study the business, operations, and historical financial performance of Investment Company and review such data and/or information based on the forecast of financial performance of the management of Investment Company so as Banker is able to give its investment and/or financing advices to Investment Company;
2. Aid Investment Company when it attempts to create the best strategy in order for Investment Company to meet its working capital and capital resource needs;
3. Use its resources and/or networks to introduce Investment Company to prospective lenders of funds and/or investors whether such investments may be in forms of debt and/or equity financing or both;
4. Assist Investment Company when it formulates various terms and structures of any considerable proposed business deal, combination and/or transaction with third party entities which include, but is not limited to, mergers, sale of assets, or sale or exchange of shares;
5. Give assistance to any authorized person within Investment Company assigned to the preparation of a business presentation to the Board of Directors of Investment Company in relation to any proposed business deal or transaction;
6. Suggest Investment Company to prepare for press releases and/or any other forms of communication to financial and investment communities in the market;
7. Recommend Investment Company to have its securities listed on a nationally listed stock exchange and assist it on any of its methods to do so;

(ii) Banker hereby agrees to the desire of Investment Company to retain Banker as its investment banker and perform for Investment Company the duties and responsibilities identified in the prior statements in good faith and to the best of its ability;

(iii) Within the term of this Agreement as specified in Section [INSERT NUMBER/LETTER], Banker shall report its progress, on its obligations under this Agreement, directly to [INSERT AUTHORIZED PERSON] of Investment Company or any other person designated by [INSERT AUTHORIZED PERSON] in writing;

(iv) Each investment option and/or deals introduced by Banker to Investment Company pursuant to the terms and conditions of this Agreement shall be recorded in Schedule [INSERT NUMBER/LETTER] attached hereto in this Agreement. The complete and final record of the aforementioned schedule is due to be given by Banker to Investment Company [INSERT NUMBER/PERIOD] of the expiration and/or termination of this Agreement.

(c) Payment of Compensation

(i) In the event that, with the performance of Banker as the investment banker, Investment Company gains a debt and/or equity financing, including, but without limitation to, [INSERT DETAILS], Investment Company shall be obliged to pay Banker at closing:

(1) Cash commission with the amount equal to [INSERT PERCENTAGE] of the total gross cash proceeds of the debt and/or equity financing;

(2) [INSERT DETAILS] allowance that is equal to [INSERT PERCENTAGE] of the total gross cash proceeds of the debt and/or equity financing;

(3) Warrant fee in connection with the purchase of [INSERT NUMBER] shares of the ordinary shares of Investment Company that is equal to [INSERT PERCENTAGE] of the ordinary shares issued at closing and/or to be issued upon conversion of any convertible securities and the exercise of any derivative securities issued in the debt and/or equity financing;

(ii) In the event that, with the performance of Banker as the investment banker, Investment Company achieves a business deal, transaction, and/or combination with either a public or a private business entity, Investment Company shall be obliged to pay Banker at closing:

1. Cash banking fees with the amount equal to [INSERT PERCENTAGE] of the total gross cash proceeds and all other non-cash consideration arising out of the business deal, transaction, and/or combination whether paid or received by Investment Company;
2. [INSERT DETAILS] expense allowance with the amount in cash equal to [INSERT PERCENTAGE] of the total gross cash proceeds and all other cash consideration arising out of the business deal, transaction, and/or combination whether paid or received by Investment Company;
3. Warrant fee in line with the acquisition of [INSERT NUMBER] shares of the ordinary shares of Investment Company equaling[INSERT PERCENTAGE] of the ordinary shares issued at closing and/or to be issued upon conversion of any convertible securities and the exercise of any derivative securities issued from the business deal, transaction and/or combination;

(iii) In the event that, with the performance of Banker as the investment banker, Investment Company obtains capital-related instruments considered by the aforementioned parties in this Agreement, Investment Company shall be obliged to pay Banker at closing:

(1) With basis on the total face value of the capital-related instruments obtained, an amount equal to [INSERT PERCENTAGE] of all considerations received by Investment Company from such specified requirements as well as a [INSERT DETAILS] expense allowance amounting equal to [INSERT PERCENTAGE] of similar consideration obtained by Investment Company;

(2) A benefit of [INSERT PERCENTAGE] of any circulating credit line as well as [INSERT PERCENTAGE] of any credit enhancement instrument which is included in an insured and/or guaranteed basis;

(3) An amount equal to [INSERT PERCENTAGE] of any revenue-generating arrangement, fee-sharing agreement, license, royalty, or any type of agreement of the like arising out of capital-related requirements acquired by Investment Company.

(d) Fees and Charges

1. If, within [INSERT NUMBER/PERIOD] of the execution of this Agreement, Investment Company completes and/or acquires any business deal, transaction, combination, financing, and/or any capital-related requirements with Banker’s assistance, Investment Company shall be bound to pay Banker the full compensation due indicated in Section [INSERT NUMBER/LETTER] of this Agreement;
2. Aside from the compensation of Banker indicated in Section [INSERT NUMBER/LETTER] of this Agreement, Investment Company shall be obliged to pay Banker, as its investment banker in accordance with the terms and conditions of this Agreement, a retainer fee amounting to [INSERT AMOUNT] payable in the following installments:

(1) [INSERT AMOUNT] as of the execution of this Agreement;

(2) [INSERT AMOUNT] as of the execution of any business deal, transaction, combination, equity and/or debt financing, and any other capital-related requirements;

(iii) Except when either Investment Company or Banker states to the contrary, the following terms and conditions shall apply in relation to the fees and charges under this Agreement;

(1) Banker shall not be entitled to offset, refunds and/or cancellation of the fees with which it is due to receive pursuant to Section [INSERT NUMBER/LETTER] of this Agreement and shall receive such fees free and clear of any and all encumbrances;

(2) Upon any closing and/or execution of any business deal, transaction, combination, equity and/or debt financing, and capital-related requirements, Banker shall be immediately given the specified fees stipulated under Section [INSERT NUMBER/LETTER] of this Agreement via [INSERT METHOD OF PAYMENT] from the proceeds of the certain business activity;

(3) All securities fees given by Investment Company to Banker shall be duly issued to the latter party via [INSERT METHOD OF ISSUANCE] that is fully paid and non-assessable and shall be in the same form as with the terms and conditions on securities received by Investment through the certain business activity;

(iv) Investment Company hereby acknowledge that the manner of payment and delivery of the fees due to Banker shall be indicated in the documentation of the business deal, transaction, combination, equity or debt financing, and any other capital-related requirements obtained by Investment Company under this Agreement;

(v) Investment Company shall be accountable in reimbursing Banker of any out-of-pocket expenses incurred by Banker in the course of its performance of its obligations to Investment Company under this Agreement;

(vi) Any personal expense of Banker that exceeds [INSERT AMOUNT] shall be subject to a prior written consent from Investment Company and shall be evidenced by a written documentation before the reimbursement to Banker;

(vii) Any reimbursement shall be made by Investment Company within [INSERT NUMBER/PERIOD] of its receipt of the documentation from Banker;

(viii) Any expense reimbursed by Investment Company to Banker shall be deducted from the [INSERT DETAILS] expense allowance due to Banker stipulated under Section [INSERT NUMBER/LETTER] of this Agreement;

(ix) Investment Company hereby adheres that, if it cancels and/or terminate any business deal, transaction, combination, equity and/or debt financing, or capital-related requirements obtained by such in this Agreement, then it shall immediately pay Banker of all compensation and/or fees that is due pursuant to Section [INSERT NUMBER/LETTER] of this Agreement had the certain business activity been effected;

(x) In line with the previous statement, if the situation happens otherwise, and the third party entity provides the cancellation and/or termination of the certain business activity, then Investment Company shall immediately pay Banker of all compensation and/or fees that is due pursuant to Section [INSERT NUMBER/LETTER] of this Agreement had such business activity been effected.

(e) Termination of Agreement

(i) Either Investment Company or Banker may choose to terminate this Agreement in writing, with or without cause, even before the normal expiration of such as stipulated in Section [INSERT NUMBER/LETTER] of this Agreement;

(ii) In the event that this Agreement is terminated before the set expiration date, Banker shall keep all the compensation and/or fees paid to him up to the date of termination;

(iii) Sections [INSERT NUMBERS/LETTERS] of this Agreement shall survive the termination of this Agreement and shall remain valid and binding between Investment Company and Banker within the specified periods indicated in such clauses.

(f) Confidentiality and Non-Disclosure

(i) Banker hereby commits to keeping any and all information transpired arising out of its performance under this Agreement in strictest confidence and agrees to not disclose or to make accessible such data and/or information to any uninvolved third party person without the written authorization and/or consent of Investment Company;

(ii) Investment Company and Banker are in agreement to make confidential the following data and information shared in execution of the terms and conditions under this Agreement:

(1) The products, services, and technology of Investment Company, both current and in progress;

(2) Promotion and any other marketing programs of Investment Company;

(3) Lists, trade secrets, and any other data and/or information owned by Investment Company or any of its clients and third parties, which include, but without limitation to, the proprietary information mentioned in Section [INSERT NUMBER/LETTER] of this Agreement;

(iii) Banker shall not engage in any of the following actions pertaining to the usage of confidential information mentioned in the prior statements:

(1) Use any data and/or information considered confidential under this Agreement for the benefit of Banker and others other than its performance of its duties and obligations subject to Section [INSERT NUMBER/LETTER] of this Agreement;

(2) Conduct any material reproductions from the data and/or information from Investment Company at any time during the term specified in Section [INSERT NUMBER/LETTER] of this Agreement except, in such cases as required in line with the duties and obligations of Banker hereunder;

(iv) With the preceding statements considered, Investment Company and Banker hereby mutually concede that the latter party is free to utilize:

(1) Any information provided in the public domain not arising out of a breach of any term and/or condition of this Agreement;

(2) Any information obtained legitimately from a third party entity who bears the right to disclose such information;

(3) The skill, knowledge, know-how, and experience of Banker as an investment banker of a business entity to whatever extent and in whatever way the Banker desires that is in consistency with its obligations under this Agreement;

(4) Research information relevant to Investment Company that is rightfully obtained by Banker through extensive research.

(g) Ownership of Proprietary Information

(i) Banker acknowledges and agrees that, any and all data and/or information created, discovered, and developed by Investment Company and its affiliates, subsidiaries, successors, and/or assigns and any other property rights assigned to or conveyed to Investment Company and the aforementioned entities shall be solely owned by Investment Company or the aforementioned entities, as applicable and as such, Investment Company and the aforementioned entities shall also be the sole owner of any and all patents, copyrights, and other rights relative to such creations, discoveries and/or developments under this Agreement which include but is not limited to the right to make application for statutory protection;

(ii) Data and/or information considered as proprietary information of Investment Company under this Agreement shall include but is not limited to any of the following:

1. Trade secrets, processes, discoveries, inventions, designs, ideas, works of authorship, copyrightable works, trademarks, copyrights, formulas, improvements, product concepts;
2. Techniques in marketing plans, merger and acquisitions and relevant targets, strategies, forecasts, blueprints, records, notes, sketches, devices, drawings, customer lists;
3. Patent applications, continuation applications, applications on continuation in-part, applications on file wrapper continuation, divisional applications;
4. Any and all information about Investment Company, its employees, the aforementioned entities and/or Bankers;

(iii) All original content, trademarks, patents, copyrights, or other intellectual property developer by Banker in its execution of its obligations under this Agreement that is not included in any specific information in relation to those proprietary information of Investment Company shall be solely owned by Banker.

(h) Indemnification

1. Investment Company hereby agrees to indemnify and hold harmless Banker and its professionals, lawyers, consultants, and affiliates and their respective directors, officers, shareholders, partners, members, managers, agents, and employees, from and against any and all losses, claims, damages, liabilities, and expenses incurred by Banker which include but without limitation to reasonable attorney’s fees and legal costs arising out of actions taken and/or omitted to be taken by Investment Company, its agents and/or employees, relative to the scope of this Agreement and the performance of Banker as its investment banker contemplated hereunder;
2. Banker hereby agrees to indemnify and hold harmless Investment Company and its directors, officers, shareholders, partners, members, managers, agents, and employees from and against any and all losses, claims, damages, liabilities, and expenses arising out of Banker’s bad faith, gross negligence, and/or unauthorized representations.

(i) Notices

All notices and other forms of communication between Investment Company and Banker shall be done in writing and shall be considered to have been duly delivered when given by sending party through:

1. Facsimile transmission with the procurement of a written transmission confirmation report at the number designated by the receiving party in writing;
2. Personally delivered by sending party to receiving party of which the latter gives its confirmation thereof;
3. [INSERT NUMBER/PERIOD] after being sent by express mail and any other similar delivery;
4. [INSERT NUMBER/PERIOD] after being mailed through registered or certified mail, postage prepaid, to the addresses of the parties specified at the beginning pages of this Agreement or any other address provided by either party in writing.

(j) Relationship of Parties

Under this Agreement, Investment Company and Banker shall be recognized as independent contractors, and unless otherwise specified to the contrary thereof, Banker shall have no power and/or right to act for or on behalf of Investment Company and vice versa. This Agreement does not establish and/or create a partnership or joint venture between the aforementioned parties.

(k) Assignment

The terms and conditions of this Agreement and any other rights and obligations of Investment Company and Banker hereunder shall non-transferrable and cannot be assigned to any third party without any procurement of a prior written consent of the other party, of which such consent shall not be unreasonably withheld.

(l) Partial Invalidity

In the event that any term and/or condition under this Agreement is found to be invalid, illegal, or unenforceable, in whole or in part, by a court of competent jurisdiction, the remaining terms and/or conditions shall remain in full force and effect and enforceable to the extent they are valid, legal, and enforceable, notwithstanding the invalidity of such term and/or condition.

(m) Settlement of Disputes, Governing Law & Arbitration

1. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
2. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
3. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
4. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

(o) Entire Agreement

This Agreement and all the schedules attached hereto shall comprise the entire and complete agreement between Investment Company and Banker relevant to the subject matter defined thereof and shall supersede any prior agreements, arrangements, understanding, and discussions between the aforementioned parties.

(p) Amendment

Any amendment and/or modification of any term and/or condition of this Agreement shall be made effective and valid unless made in writing and signed by both Investment Company and Banker.

(q) Waiver of Right

The failure of either Investment Company or Banker to deliver its performance of any term or conditions of this Agreement shall not be construed as a waiver of future compliance herewith and such terms and/or condition shall remain in full force and effect. No waiver of any right, term, or condition of this Agreement on the part of either of the aforementioned parties shall be valid and effective for whatever purpose unless such waiver is provided in writing and signed by the waiving party.

(r) Headings

All the titles and headings of each section and/or clause under this Agreement is provided for the purpose of convenience of reference only and shall not in any way modify or affect any interpretation of this Agreement.

(s) Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument, and all of which, when taken together, shall be interpreted as one and the same.

(t) Binding Effect

This Agreement shall be binding and inure to the benefit of both Investment Company and Banker and their respective successors, administrators, and assigns.

IN WITNESS WHEREOF, Investment Company and Banker have caused the execution of this Agreement on this [INSERT NUMBER] day of [INSERT MONTH], [INSERT YEAR].

SIGNED AND SEALED:

Investment Company

Authorized Signature Name and Title in Print

Banker

Authorized Signature Name and Title in Print