

# Investment Agreement

## **Koldo**

### **“All in your hands”**

An IT solution to simplify and centralize the common data management and business processes of SMB's

**JOINED**

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By one side:

Mr. **Oscar Gonzalez** legally adult, citizen of Kingdom of Spain, with passport card **PAH064632**, acting as CEO of **Iberkyrgyz Wealth Group**, Ltd with Fiscal ID **02902201610032**, registered in the Ministry of Justice of Kyrgyz Republic with record 157 167-3300-000 hereinafter **THE COMPANY** and

by the other side:

\_\_\_\_\_ legally adult, citizen of \_\_\_\_\_ with passport/id card \_\_\_\_\_ acting

- o As himself
- o As \_\_\_\_\_ of the company \_\_\_\_\_ with fiscal ID \_\_\_\_\_ registered in \_\_\_\_\_ with number of registration \_\_\_\_\_

hereinafter **THE INVESTOR**.

The subject of this agreement is the financial support for the making-of the project named KOLDO, hereinafter referred as **THE PROJECT**, whose details and nature have been already described to **THE INVESTOR**.

Both parts are free entities and they are in possession of all legal and mind abilities as to make and sign this contract and to be attached to its

**TERMS**

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1. **THE INVESTOR** has the economical capability of financing the making of **THE PROJECT** in the terms and amounts subscribed on this agreement.
2. **THE COMPANY** has the technical capability and knowledge for the making of **THE PROJECT** in the ways and time-manner described on this agreement.
3. **THE COMPANY** has divided the funding resources needed to develop and deploy **THE PROJECT** in **350 Investment Units of 1000 USD value each**.
4. **THE INVESTOR** subscribes on this agreement \_\_\_\_\_ ( \_\_\_\_\_ ) of those **Investment**

- Units** with a total value of \_\_\_\_\_ USD, claiming for receiving it back, with the addition of a minimum profit of 5 times the amount of money provided, according to the terms of this agreement and all its conditions, and at the proposed schedule.
5. **THE COMPANY** provides the email address [operations@iberkyrgyz.com](mailto:operations@iberkyrgyz.com) as a way of contact for purposes related with **THE PROJECT** and **THE INVESTOR** provides the email address \_\_\_\_\_ as a way of contact for similar purposes.
  6. **THE INVESTOR** agrees that his name, fiscal ID number or passport number or social security number, nationality and contact email, same as the amount of **Investment Units** subscribed, will be shared with other investors of **THE PROJECT**, same as being part of a Telegram channel, Whatsapp Group or E-Mail List to receive reports and news on the advance of **THE PROJECT**.
  7. **THE INVESTOR** has the right to be informed in any moment about how many **Investment Units** were subscribed or if there are changes in the composition of the group of investors or in the amount of their subscribed **Investment Units**.
  8. The **Investment Units** will be assigned by **THE COMPANY** in strict order of subscription.
  9. In order to accomplish with the requirements of funds of the project, **THE INVESTOR** will transfer one seventh part (1/7) of the value of his subscribed **Investment Units** to **THE COMPANY** by any media or bank transfer that will be indicated, but never in cryptocurrencies, according to the following calendar:
    - At the starting of the project and every 4 months.
  10. **THE PROJECT** will not start until all **Investment Units** would have been fully subscribed by investors. While it will not happen, **THE INVESTOR** will not have to make any money transfer. When all and each of the available **Investment Units** will have been subscribed, **THE COMPANY** will confirm to **THE INVESTOR** or the group of investors about the starting of the project, and will indicate the dates for making the first payment.
  11. **THE INVESTOR** can subscribe the full amount of **Investment Units**, or whatever other amount from those still available at the time of signature of this agreement. The minimum subscription will

- be one Investment Unit. In any moment before the starting of **THE PROJECT, THE INVESTOR** can increase or decrease his participation subscribing a different amount of **Investment Units**, if they are still available.
12. Upon the confirmation from **THE COMPANY**, that all **Investment Units** have been subscribed and the project starts, **THE INVESTOR** will make the first of the transfers of funds to **THE COMPANY** in within 7 natural days or 5 working days. The same period of time will apply to all the remaining transfers of funds that **THE INVESTOR** will make when their date of payment will come.
  13. Communications between **THE COMPANY** and **THE INVESTOR** will be done in a private Telegram channel and by e-mail or any other written media.
  14. In case of a delay by the side of **THE INVESTOR** in the accomplishment of transferring the payments of the subscribed **Investment Units** to **THE COMPANY**, **THE COMPANY** have the right to cancel his participation, releasing the **Investment Units** assigned to **THE INVESTOR**, and reassigning them or offering them to other investors. On that case, **THE INVESTOR** will be in the same case as if he/she would stop his/her participation by himself/herself.
  15. After completing the 7<sup>th</sup> transfer of funds, or what is same, when the total amount of the value of the subscribed **Investment Units** would have been transferred to **THE COMPANY**, **THE INVESTOR** will not be requested to make any other monetary contribution.
  16. **THE COMPANY** will assume with its own resources, whatever increment of cost that the making of **THE PROJECT** may imply because of delays in the accomplishment of the **Plan of Tasks**, without requesting any other funds from **THE INVESTOR**.
  17. At the beginning of the project, in maximum 2 weeks from the starting, **THE INVESTOR** will receive a full **Plan of Tasks** and a calendar with **THE PROJECT**'s milestones, serving as a guide and reference for both, **THE COMPANY** and **THE INVESTOR**.
  18. At the end of each period of 4 months, **THE INVESTOR** will receive a report with the achievements done by **THE COMPANY** and the accomplishment of the tasks set in the initially delivered **Plan of Tasks**.

19. In case that **THE INVESTOR** will not agree or be satisfied with the advances done in the previous 4 months period or with the report received, he has the right to stop his participation, entering in the case of exiting the investment in the conditions described on this agreement.
20. The schedule proposed in the **Plan of Tasks** have an elasticity of 25% in the timing proposed, meaning the global achievement of the tasks can be delayed in a maximum of a 25% from the originally planned timing, being that considered as normal.
21. If it would occur a delay longer than that 25% at the ending of the time schedule determined in the initial **Plan of Tasks**, for each month of delay in the accomplishment of tasks by the side of **THE COMPANY**, then the period of sharing profits with **THE INVESTOR** will be extended 6 months more.
22. The total timing planned for developing **THE PROJECT** and completing all its **Plan of Tasks** is 18 months. With the margin of 25% of the time that can go up to 22 months and a half.
23. All the profits that **THE COMPANY** will get initially from **THE PROJECT** with the deployment of the system to be created and its delivery to the market, will be fully dedicated to return to **THE INVESTOR** the full amount of funds provided, as for the total value of the **Investment Units** subscribed.
24. Payments from **THE COMPANY** to **THE INVESTOR** will be done by any media or bank transfer that will be indicated by **THE INVESTOR**, but never in cryptocurrencies.
25. All payments from **THE COMPANY** to **THE INVESTOR** will be done in due months, meaning the payment done on one month will be referred to the profits generated the previous month.
26. After the full value of the **Investment Units** will be completely returned to **THE INVESTOR**, it will be opened a period of 5 years (or extended time in case of delays as explained before) in which **THE COMPANY** will share monthly with **THE INVESTOR** the 50% of the profit gotten, also in the same basis of monthly payments by due months.
27. If the payment to be transferred is bigger than the normal bank allowances or local rules for international transfers, **THE**

**INVESTOR** will provide **THE COMPANY** with alternative methods of transferring the funds, or fragmented ways of doing it.

28. **THE COMPANY** will make payments to **THE INVESTOR** in within the first 7 natural days or 5 working days of the month. In case of delay from **THE COMPANY** in accomplishing the payments to **THE INVESTOR** on time, **THE INVESTOR** will have right to another similar payment than the delayed one, to be added at the end of his periods of payment, meaning period of return of investment or period of sharing profits, as it would correspond.
29. **THE COMPANY** can warranty that the value of the **Investment Units** subscribed by the investor will be returned in within 1 year from the moment of deployment and the starting of gathering subscriptions to the system generated as result of **THE PROJECT**.
30. **THE COMPANY** can warranty that the profit that **THE INVESTOR** will get in the period of sharing profits, will be at least 5 times the value of the **Investment Units** subscribed by **THE INVESTOR**.
31. From the beginning of the market operations, **THE INVESTOR** will have access to the system generated by **THE PROJECT**, and he/she can watch himself/herself the advance of subscriptions and the profits that are being generated in real time. Therefore, **THE INVESTOR** can make his/her own checking of the advancing of his/her profits, accessing directly the real accounting reports generated by the system in a totally transparent way.
32. **THE INVESTOR** will receive one life-time subscription to the system generated by **THE PROJECT**, and he/she can use the tools there for his/her own business and purposes.
33. When the period of sharing profits will be over, **THE INVESTOR** will not receive any other additional transfers of funds from **THE COMPANY**, unless the minimum amounts warranted would not have been achieved. In such cases, the payments will continue until those minimum amounts will be fully satisfied.
34. If **THE INVESTOR** will cancel his/her participation during the development of **THE PROJECT** or before the delivery of the system to the market, he/she will lose his/her right to receive the shared profits, and that period will not be applicable to him/her. In that case, **THE INVESTOR** cannot claim an early return of the money

invested to that moment, and the return of his investment will follow the same calendar that was planned.

35. If the exit of **THE INVESTOR** will affect the **Plan of Tasks**, the costs of the delays for **THE COMPANY**, or for other investors, will be discounted from his **Investment Units** reducing the amount of money to be returned to him/her.
36. In case of an exit of one investor, **THE COMPANY** has the right to dispose of the canceled amount of subscribed **Investment Units**, on their remaining value, and offer them to other investors in order to maintain the availability of **THE PROJECT**.
37. Independently of the previous, **THE INVESTOR** will have legal responsibility in front of **THE COMPANY** and other investors for the inconveniences or problems caused by his/her exit.
38. **THE INVESTOR** or the group of investors, will be beneficiaries of a life insurance policy that will be valid during the period of development of **THE PROJECT**. It will be contracted by **THE COMPANY** (tenant) at the starting of the project. It will have as insured people the three key people of the staff, who are the main responsible of the making of **THE PROJECT** and those who have the know-how about it. This is done to prevent that **THE INVESTOR** or the group of investors will have loses in case of accident or majeure force problems affecting the key people responsible of the materialization of **THE PROJECT**, as this insurance policy will cover all the amounts invested to-date.
39. **THE INVESTOR** will not have access to the source code or development documents of **THE PROJECT** but in case of majeure force or any other happening that will not allow **THE COMPANY** to complete **THE PROJECT**. For covering that risk, it will be established at the beginning of the project, and extended during all development period, a legal mechanism in which **THE INVESTOR** or the group of investors, will receive all code and technical documentation in regard to **THE PROJECT**, and they will be free to decide what to do with it, including giving it to another developing agency and finishing it on that way.
40. For the aforementioned purpose, **THE COMPANY** will deliver monthly to a local notary a full copy of all files and documents, with instructions to proceed in the case that the next month it will not done the next deposit of files and documents expected.

41. If any situation would happen involving the life, physical integrity or freedom of any members of **THE COMPANY** or their relatives, that transfer will not happen being the life insurance policy the only security mechanism for **THE INVESTOR** and all the files and documents of **THE PROJECT** will be immediately destroyed.
42. The **Investment Units** and the rights of payments that they will generate during the agreed period, will be transferred to the heirs of **THE INVESTOR** in case his/her decease.
43. The coin for transfer of payments will be USD. In case of problems with USD currencies, secondary coin will be EURO. In case of problems with EURO it will be Kyrgyz Som (KGS). Other possible currencies to use in case of international monetary troubles, may be Rubles, silver, or gold.
44. The conversion rate for the **Investment Units** will always be referred to the KGS coin, as it will be the coin used for payments of the salaries and costs of **THE PROJECT** making, and the proportional value shall remain in order to keep attended the costs involved.
45. In case of problems in the International Monetary System, the currencies for payments can be agreed between the parts in any moment, being always discarded any form of cryptocurrencies or digital money, even those eventually backed by central banks.
46. As for the financial purposes of **THE PROJECT** or return of investment and sharing of the profit, we will consider the equivalence of 1,000 USD = 82,000 KGS = 18 grams of gold (24K). This will be the reference in case of notorious devaluations of the coins. This may imply adjusts in the payments to reach those equivalences.
47. **THE PROJECT** will be considered finished when the system will have the capabilities and functionalities described in the **Business Plan**, that will appear more detailed on the **Plan of Tasks**. The referential documents will be the last versions of **Business Plan**, **Cash-flow chart**, and **Plan of Tasks**, all them known by **THE INVESTOR**.
48. **THE COMPANY** and **THE INVESTOR** will not reveal or disclose any personal, industrial or financial information from the other part to 3<sup>rd</sup> entities as they are bound by the confidentiality and



secrecy terms of the agreement signed for that purpose in a separated document.

49. Financial data such as bank accounts will not be added to this document, being a further private interchange of information.
50. The governing language of this agreement will be the one in which is signed, existing English, Spanish, and Russian versions. Anyhow, **THE INVESTOR** has the right of receiving this agreement in any of the other available languages, if it would be needed to show it in front of other entities or legal bodies.
51. **THE COMPANY** keeps the right of transferring the resulting product of **THE PROJECT** to another legal entity, local or foreigner, that may be interested on it, as the result of a purchasing offer, or for gaining a major legal protection of the economic interests of clients, investors, and **THE COMPANY** itself. In case this will happen, the receiving entity will have to keep and accomplish with all the terms of this agreement and the sharing of profit with **THE INVESTOR**. Anyhow, if that will happen, **THE INVESTOR** will be fully informed, and has the right of having the data of the new managing entity. This can also happen as a way of protecting all the stakeholders from political intromissions or from the action of other aggressive economic actors.
52. This agreement is to be followed in good faith by the parts. Any breach on this agreement or its terms not contemplated here, can imply its full cancellation, and it may imply legal actions from the side of the affected part against the part in breach.
53. For the purposes of the accomplishment of this agreement, misunderstanding, issues about interpretation, or in case of its breach, both parts will recognize the authority of Kyrgyz Tribunals, or any competent International Court, renouncing to any legal protection or special treatment that because of whatever reasons, they may have got.
54. This agreement is signed in all its pages and in 2 copies, both to a single effect, being each one for each of the parties.

55. This agreement enters in force and has contractual value from its signature.

Signed in \_\_\_\_\_, on date \_\_\_\_\_

THE COMPANY

Full Name

Signature

THE INVESTOR

Full Name

Signature