



ABAMA TOKEN

Investment Agreement

Prepared By: ABAMA – African Blockchain & Microfinance Agency Ltd. Nairobi, Kenya

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Confidential Information

This document contains proprietary information intended solely for potential investors and stakeholders of ABAMA. Unauthorized distribution or copying of this document is prohibited.

This Investment Agreement (the "Agreement") is entered into as of [Date], by and between:

Investor:

Name: [Investor's Full Name]

Address: [Investor's Address]

Email: [Investor's Email Address]

ABAMA – African Blockchain & Microfinance Agency Ltd:

Address: P.O. Box 542, 00100 - G.P.O, Nairobi, Kenya

Email: info@abama.agency

RECITALS

WHEREAS, ABAMA has created a tokenized investment model, offering qualified investors access to early-stage fintech, blockchain, and AI companies through the ABAMA Token;

WHEREAS, the Investor desires to participate in the investment round known as "Abama Alpha" by purchasing ABAMA Tokens, representing a share in a professionally selected portfolio of early-stage companies;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Investment Details

1.1 Investment Amount: The Investor agrees to invest [Investment Amount in USD] in exchange for ABAMA Tokens.

1.2 Minimum Investment: The minimum investment amount is \$100,000.

1.3 Payment Method: The Investor shall transfer funds via bank wire or approved cryptocurrency to the designated ABAMA account as specified in Section 4.

1.4 Token Allocation: Upon receipt of funds and completion of all verification processes, ABAMA will allocate the corresponding number of ABAMA Tokens to the Investor.

2. Investor Eligibility and Verification

2.1 Eligibility: The Investor confirms that they are a qualified investor, meeting the criteria set forth by ABAMA, including but not limited to being a high-net-worth individual, family office, or investment professional.

2.2 Verification: The Investor agrees to complete all required Know Your Customer (KYC) and Anti-Money Laundering (AML) verification processes, providing necessary documentation as requested by ABAMA.

3. Token Lock-Up and Redemption

3.1 Lock-Up Period: The ABAMA Tokens are subject to a 24-month lock-up period commencing from the date of token allocation.

3.2 Post Lock-Up Options: After the lock-up period, the Investor may choose to:

- Hold the tokens for continued participation in the portfolio's growth.
- Reinvest into a new investment round (e.g., Abama Beta).
- Redeem tokens based on the current Net Asset Value (NAV).
- Sell tokens privately via ABAMA's KYC-secured secondary market (subject to availability).

4. Payment Instructions

Fiat Transfers:

- **Bank Name:** Ecobank Kenya
- **Bank Address:** Ecobank Towers, Nairobi, Kenya
- **Bank Code:** 043
- **Branch Code:** 001
- **SWIFT Code:** ECOCKENA
- **Account Name:** ABAMA – African Blockchain & Microfinance Agency Ltd
- **KES Account Number:** 6580018085
- **USD Account Number:** 6580018086

Cryptocurrency Transfers:

- **Wallet Address:** 0xE572d9a852db9687e7dcAb6680aF862743A085Ac
- **Supported Networks:** ERC20, BSC, MATIC
- **Note:** Only stablecoins (e.g., USDC) are accepted.

5. Investor Rights and Reporting

5.1 Ownership: The Investor acknowledges that each ABAMA Token represents a digital share in a specific investment round's portfolio.

5.2 Profit Distributions: The Investor is entitled to receive profit distributions from portfolio company exits, IPOs, or token events, proportionate to their token holdings.

5.3 Reporting: ABAMA will provide regular updates on fund performance, startup milestones, and token NAV through a secure investor dashboard.

6. Representations and Warranties

6.1 Investor Representations: The Investor represents and warrants that:

- They have the authority to enter into this Agreement.
- The investment funds are not derived from illegal activities.
- They understand the risks associated with investing in early-stage companies.

6.2 ABAMA Representations: ABAMA represents and warrants that:

- It has the authority to issue ABAMA Tokens.
- The investment model complies with applicable regulations.

7. Miscellaneous

7.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Kenya.

7.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

7.3 Amendments: Any amendments to this Agreement must be in writing and signed by both parties.

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

Investor:

Signature: _____

Name: [Investor's Full Name]

Date: [Date]

ABAMA – African Blockchain & Microfinance Agency Ltd:

Signature: _____

Name: Zine LaRoucci

Title: CEO, Founder

Date: [Date]