

# **STARTUP FUNDRAISING FACILITATION AGREEMENT**

**Between**

**GETFUNDEDAFRICA (G.F.A Ventures LLC)**

**&**

**XXXXXXXXXX**

## STARTUP FUNDRAISING FACILITATION AGREEMENT

Between **XXXXXX XXXXXXXX (XXXXX)**, a limited liability company duly incorporated under the laws of the ----- and having its principal office address at **[insert address]** (hereinafter referred to as "**XXX**" which expression shall where the context admits includes its successors-in-title, assigns and agents) of the other part.

AND

**G.F.A Ventures LLC (GFA)**, a company duly incorporated and existing under the laws of Delaware, United States with Registered Number 6067052 with its principal office address at 16192 Coastal Highway, Lewes, Delaware 19958, County of Sussex ("GFA") which shall include successors-in-title and assigns of the other part.

**WHEREAS G.F.A Ventures LLC (GFA)** (GFA) is a fundraising advisor and provides services to help startups raise Venture Debt and Venture Capital for their business operations.

The company is interested in raising funds for its business to the amount of \$xxxxxxx (xxxxxx Dollars only) "Fundraising Amount" and would like to engage GFA to facilitate and assist with fundraising.

For providing this service, GFA shall be entitled to receive cash compensation for raising the required investment amount that will be beneficial for the Company, "upon successful fund-raise"

This agreement sets for the basis to which GFA will provide the aforementioned fundraising facilitation services to the Company.

### 1. Definitions

"Venture Debt Provider" (DP) is a source of liquidity that provides capital to companies for working capital, growing a financing offering, acquisition finance stake and other revenue generating uses, for a consideration of interest along with repayment of principal.

"A venture capital Investor" (VC) is a private equity investor that provides capital to companies exhibiting high growth potential in exchange for an equity stake.

"Fundraising "means the seeking of financial support for the start up capital for the Company.

## 2. Company Representations

- (a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the **United States**, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.
- (b) The execution, delivery and performance by the Company of this instrument is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of:
  - (i) its current certificate of incorporation or bylaws;
  - (ii) any material statute, rule or regulation applicable to the Company; or
  - (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.
- (c) The performance and consummation of the transactions contemplated by this agreement do not and will not:
  - (i) violate the any material judgment, statute, rule or regulation applicable to the Company;
  - (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or
  - (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or non-renewal of any material permit, license or authorization applicable to the Company, its business or operations.
- (d) No consents or approvals are required in connection with the performance of this instrument, other than:
  - (i) the Company's corporate approvals;
  - (ii) any qualifications or filings under applicable securities laws; and

- (e) To its knowledge, the Company owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of others.
- (f) To provide all necessary documents and information required to facilitate the Company's fund raising by GFA and execute due care in the accuracy and validity of information provided
- (g) Non-Circumvention -The company, intending to be legally bound, hereby irrevocably agrees not to circumvent, avoid, bypass, or obviate, directly or indirectly the terms of this Agreement. The Company further agree that it shall not contact any individuals or entities introduced by GFA further to this Agreement without GFA's prior written consent such consent where reasonable will not be withheld.
- (h) Provide consent/permission for GFA to share the COMPANY's information and documents with 3rd parties and their agents, in line with required fund raising activities.
- (i) To pay GFA the fees as agreed in this Agreement upon the successful fund raise.

### 3. GFA Representations

- GFA agrees to act as a service provider to the Company and provide assistance to the Company to source investment funding opportunities that will be beneficial for the Company
- GFA shall be entitled to receive compensation for activities that lead to the successful raising of funding as mandated by the Company.
- GFA may provide this service by involving its partner venture debt and venture capital providers within its network, with the aim of raising funding for the Company.
- GFA in the course of its activities, with the aim of achieving the required fund raise for the Company, may create a syndicate of different debt or venture capital providers, with the intention of creating a co-debt provision arrangement that will provide funding to meet the Company's requirements
- GFA has full legal capacity, power and authority to execute and deliver this agreement and to perform its obligations hereunder. This agreement constitutes valid and binding obligation of GFA, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

### 4. Indemnity

- Both parties shall indemnify the other from any and all claims, causes of action, suits, damages or demands whatsoever, arising out of any breach of this agreement.
- GFA shall not be liable where startup does not use the funds as provided
- Important to note that GFA will apply a best-effort approach and cannot guaranty fundraising success.

## 5. Fees & Considerations

- In consideration for providing the services, and after the execution of this Agreement but before the end of the term of this Agreement as set forth herein, for the funds subscribed through fund raising activities of during the process leading to the consummation of the fund-raising activities, the Company shall, upon successful fund raise by GFA:
- Pay GFA a 5% success fee on the total fundraising amount of \$xxxxx (xxxxx Dollars only)
- Where GFA is unable to raise the full fundraising amount, consideration matching the percentage of the actual amount raised, based on the above will be transferred to GFA for services rendered.
- The Company shall transfer and pay the Success Fee to the account designated by GFA to GFA within ten (10) business days after receiving the Fundraising amount. In the event that the Fundraising amount is received in instalments, the Company shall pay GFA within 10 days of receiving the instalment amount.
- The Success Fee shall be payable to GFA in U.S. Dollars provided the fundraising amount is received by the Company in U.S. Dollars. It is hereby understood and agreed by the Parties that the Company shall pay the Success Fee in whatever currency the Fundraising amount is received.
- All payments due under this Agreement are stated exclusive of any and all applicable tax whether income taxes, withholding taxes, value added taxes, goods and services taxes, business or services taxes or similar taxes.

## 6. Miscellaneous

- (a) The Company shall keep GFA abreast with all relevant correspondence, discussions and negotiations between itself and any Venture Capital Investor introduced by GFA for potential funding.
- (b) Any provision of this instrument may be amended, waived or modified only upon the written consent of the Company and GFA.
- (c) Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier to the relevant address listed on the signature page, or 48 hours after being deposited as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.
- (d) Neither this Agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; provided, however, that this Agreement and/or the rights contained herein may be assigned without the Company's consent by GFA to any other entity who directly or indirectly, controls, is controlled by or is under common control with GFA; and provided, further, that the Company may assign this Agreement in whole, without the consent of GFA, in connection with a reincorporation to change the Company's domicile.
- (e) In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this Agreement and the remaining provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.
- (f) All rights and obligations hereunder will be governed by the laws of the United States without regard to the conflicts of law provisions of such jurisdiction and all disputes between the Parties shall be referred to the London Court of International Arbitration

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

[COMPANY]

SIGNED, SEALED AND DELIVERED

On behalf of \_\_\_\_\_ ("Company")

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED

On behalf of GETFUNDEDAFRICA ("GFA")

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

In the presence of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature: \_\_\_\_\_

DRAFT