

FOREIGN INVESTMENT AGREEMENT

This Agreement is made and entered into on **23rd May 2025**, by and between:

Investor

Mr. John A. Smith, a citizen of the United States of America, residing at 1457 Elmwood Street, San Francisco, CA 94110, USA, hereinafter referred to as the "Investor".

Company

TechNova Solutions Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at 18, Ashoka Nagar, Bhopal, Madhya Pradesh, India – 462023, hereinafter referred to as the "Company".

WHEREAS:

- The Company is engaged in the business of providing AI-driven legal document analysis software and desires to raise funds to scale operations.
- The Investor wishes to invest capital into the Company in exchange for equity shares, in accordance with the Foreign Exchange Management Act, 1999 (FEMA) and other applicable Indian laws.

NOW, THEREFORE, the parties hereby agree as follows:

1. Investment

The Investor agrees to invest a total amount of **USD 100,000 (One Hundred Thousand US Dollars)** into the Company.

2. Share Allotment

In consideration for the investment amount, the Company shall allot **12,000 (Twelve Thousand)** equity shares of face value INR 10 each, at a premium of INR 600 per share, totaling INR 7,320,000 (equivalent to USD 100,000 approximately as per prevailing RBI reference rate).

3. Use of Funds

The Company shall utilize the investment for research & development, marketing, and hiring.

4. Regulatory Compliance

The Company shall comply with all applicable FEMA regulations, including:

- Filing **Form FC-GPR** within 30 days of share allotment.
- Adhering to pricing guidelines set by the RBI.
- Submitting KYC and FIRC documents to the Authorized Dealer (AD) Bank.

5. Repatriation

The Investor may repatriate dividends and/or sale proceeds of shares in accordance with the RBI guidelines, subject to payment of applicable taxes.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts in Bhopal, Madhya Pradesh.

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

For TechNova Solutions Private Limited

Signature: _____

Name: Mr. Kunal Meena

Designation: Director

Date: 23rd May 2025

Investor

Signature: _____

Name: Mr. John A. Smith

Date: 23rd May 2025