

This document lays out requirements for investors of SuPragma. No one investor has more power based on the money they invest. Each person is created equal in the eyes of SuPragma.

### **Investor Term Sheet**

SuPragma \_\_\_\_\_ (“Company”) hereby offers its ordinary shares forming \_\_\_\_\_ % of total shareholding in the Company for subscription on the following terms to potential investors.

- Investors shall adhere to the Shareholder’s Agreement or Share Vesting Agreement by signing a deed of adherence;
- Investors shall abide by the ByLaws and confirm in writing their agreement to the Bylaws of the Company.
- The quorum as determined in the Bylaws shall decide on the matters of the Company and shall have the absolute right to make amendments to the Bylaws;
- Investors shall join an advisory board and may advise the Company in its affairs. However, the quorum shall have the absolute discretion in final decisions on the matters pertaining to the Company;
- Investors shall be entitled to a dividend payout annually in proportion to the percentage of shares held by them in the Company;
- Shares shall be non-voting and Investors shall not have any right to vote in any of the matters of the Company;
- Vesting Schedule: shares shall vest over a four-year period with a one year cliff. Every year 25 percent of shares will vest and 100% vesting would be completed at the end of 4 years;
- Redemption of Shares: Company shall at any time decide on redemption of shares held by any of its Investors. The value of redeemed shares would be the fair market value which is, 10 times the current revenue of the current quarter budget times four on top of the original amount invested;
- Pre-emptive Right: each Investor will have a right to purchase shares equal to its pro rata percentage of shares in the new offering by the Company, subject to conditions imposed then by the Company;
- Transfer of Shares and Right of First Refusal: any intended transfer of shares by any Investor will need the approval of the Company and shall be subject to the conditions placed by the Company on the transfer then. The existing non-selling shareholders shall have a right of first refusal in the shares intended to be transferred. In the event the Investor

is unable to find a purchaser of shares, Company either on its own or any of Company's employees may opt to purchase the shares at fair market value;

- Shares shall be issued free and clear of all liens, charges and encumbrances;
- Investor agrees to pay all taxes that may arise from purchase of shares of the Company;
- Company shall provide, upon request, materials related to the business which are relevant in the decision making to purchase the shares and Investor confirms that upon review of the materials it has satisfactorily decided to purchase shares in the Company.

**Company may offer its shares to employees under Employee Stock Option Plan (ESOP) and Investor Term Sheet shall apply mutatis mutandis to the employees.**