**INVESTMENT AGREEMENT**

**OF**

**Cheep Sleep Inc.**

This Investment Agreement (the "Agreement") is made and entered into as of [дата] by and among the undersigned investors (the "Investors") and **Cheep Sleep Inc.** (the "Corporation").

**1. PURPOSE AND SCOPE**

The purpose of this Agreement is to establish the terms and conditions under which the Investors shall contribute capital to the Corporation and define the mechanisms for profit distribution, ownership rights, and exit strategies.

**2. INVESTMENT STRUCTURE**

**2.1 Initial Investment Contribution:**

Each Investor agrees to contribute the following capital to the Corporation:

**- Investor 1 (Имя, ФИО):** $12,000

**- Investor 2 (Имя, ФИО):** $12,000

**- Investor 3 Olena Bielik:** $12,000

Total Investment: **$36,000**

**2.2 Equity Allocation:**

The investment shall be converted into equity shares in the Corporation as follows:

**- Investor 1:** 33.33% (33 shares)

**- Investor 2:** 33.33% (33 shares)

**- Investor 3:** 33.34% (34 shares)

Each share carries equal voting rights and entitles the shareholder to profit distribution based on the proportion of shares held.

**3. RETURN ON INVESTMENT AND PROFIT DISTRIBUTION**

**3.1 Revenue Sources:**

The Corporation shall generate revenue from contractual agreements with **Shinaux NPO** and other operational activities as defined in separate agreements.

**3.2 Profit Allocation:**

Net profits shall be distributed among the Investors based on their respective shareholding percentages. Distributions shall be made **quarterly**, subject to financial performance and board approval.

**3.3 Reinvestment Option:**

Investors may choose to reinvest their dividends into the Corporation for expansion and further operations. Any reinvested capital will increase the Investor’s shareholding proportionally.

**4. INVESTOR EXIT MECHANISMS**

**4.1 Voluntary Exit:**

- If an Investor wishes to exit, they must first offer their shares to the remaining Investors at **fair market value.**

- If the remaining Investors decline to purchase, shares may be sold to a third party **only with the consent of at least 66,6% of the Board of Directors**.

**4.2 Involuntary Exit:**

- In the event of death, incapacity, or bankruptcy of an Investor, their shares shall be offered to existing shareholders at fair market value.

- If no agreement is reached within **60 days,** the Corporation reserves the right to repurchase the shares at a value determined by an independent valuation expert.

**4.3 Corporate Buyback Option:**

- The Corporation shall have the **first right of refusal** to repurchase Investor shares before they are sold externally.

- Buyback pricing will be based on **last reported net asset value (NAV) plus a premium of 10%**.

**5. CORPORATE GOVERNANCE AND RIGHTS OF INVESTORS**

**5.1 Voting Rights:**

Each Investor retains voting rights in proportion to their shareholding. Major business decisions require a **two-thirds majority approval** from the shareholders.

**5.2 Information and Transparency:**

- Investors shall have access to **quarterly financial statements** and annual performance reports.

- The Corporation shall conduct an **annual audit** to ensure financial transparency.

**6. DISPUTE RESOLUTION**

**6.1 Mediation and Arbitration:**

- In the event of a dispute among Investors or between an Investor and the Corporation, parties shall first attempt mediation.

- If mediation fails, disputes shall be resolved through **binding arbitration in Ontario**.

**7. AMENDMENTS AND TERMINATION**

**7.1 Amendments:**

Any amendments to this Agreement must be approved by **at least 66,6% of the shareholders** and must not conflict with existing contracts, including agreements with **Shinaux NPO**.

**7.2 Termination of Agreement:**

- This Agreement remains in effect **until all Investors have exited the Corporation** or the Corporation is legally dissolved.

- In the event of dissolution, any remaining assets shall be distributed among the Investors based on shareholding percentages after all liabilities are settled.

**8. GENERAL PROVISIONS**

**8.1 Confidentiality:**

All parties agree to maintain confidentiality regarding financial records, investment terms, and corporate strategy.

**8.2 Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of **Ontario**.

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

**Signed and Acknowledged by:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Investor 1 Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Investor 2 Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Olena Bielik