



SPECTRA NEXUS L.L.C-FZ

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GENERAL INVESTMENT PARTICIPATION AGREEMENT

(Long-Term Profit Participation – No Equity Transfer)

Company:	Spectra Nexus L.L.C-FZ
License No.:	2644051.01
Registered Address:	Meydan Grandstand, 6th Floor, Al Meydan Rd, Nad Al Sheba, Dubai, United Arab Emirates
Document Type:	General Investment – Profit Participation Agreement
Reference:	SN-GI-2026
Date of Issue:	_____

CONFIDENTIAL

This document is confidential and intended solely for the named Participant.

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GENERAL INVESTMENT PARTICIPATION AGREEMENT

(Long-Term Profit Participation – No Equity or Ownership Transfer)

This General Investment Participation Agreement (the “Agreement”) is entered into as of _____ (the “Effective Date”) by and between:

COMPANY:

Spectra Nexus L.L.C-FZ, a limited liability company free zone incorporated under the laws of the United Arab Emirates, holding License No. 2644051.01, with its registered office at Meydan Grandstand, 6th Floor, Al Meydan Road, Nad Al Sheba, Dubai, United Arab Emirates (hereinafter referred to as the “Company”).

PARTICIPANT:

Name: _____

Nationality / Passport or ID No.: _____

Address: _____

Contact (Email / WhatsApp): _____

The Company and the Participant are collectively referred to as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, the Company is a technology enterprise engaged in the development and deployment of artificial intelligence platforms, holographic systems, spatial computing, and related enterprise solutions, with operations since 2004;

WHEREAS, the Company offers a long-term General Investment facility under which participants may contribute capital that follows the overall profit of the Company, without any transfer of equity, shares, or ownership rights;

WHEREAS, the Participant wishes to participate in such facility on the terms and conditions set out herein;

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

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1 “Capital Contribution” means the amount paid by the Participant to the Company under this Agreement, as specified in Schedule A.

1.2 “Profit Share” means the Participant’s pro-rata entitlement to a portion of the Company’s overall audited net profit, calculated by reference to the Capital Contribution relative to the relevant capital pool, as determined by the Company after completion of its audited financial statements.

1.3 “Company IRR Reference” means the internal rate of return modelled by the Company at the corporate level, currently referenced at one hundred and seventy-eight percent (178%), within a modelled band of one hundred percent (100%) to one hundred and seventy-eight percent (178%). This figure is a corporate performance reference only and does not constitute a guaranteed personal return to the Participant.

1.4 “Audited Accounts” means the Company’s annual financial statements prepared and audited in accordance with applicable accounting standards.

ARTICLE 2 – NATURE OF THE PARTICIPATION

2.1 This Agreement establishes a long-term profit participation arrangement. The Participant’s Capital Contribution follows the overall profit of the Company.

2.2 No equity, shares, ownership interest, voting rights, or any form of proprietary interest in the Company is transferred, created, or conferred upon the Participant under this Agreement or by reason of the Capital Contribution.

2.3 The arrangement is structured as a micro-financier / profit-participation model designed to preserve the Company's independence, legacy, and control. The Company does not issue equity or dilute ownership under this facility.

2.4 The Participant acknowledges that returns are variable and depend on the actual audited performance of the Company. There is no fixed, guaranteed, or predetermined rate of return payable to the Participant.

ARTICLE 3 – CAPITAL CONTRIBUTION

3.1 The Participant shall pay the Capital Contribution in the amount and currency specified in Schedule A to the bank account designated by the Company.

3.2 There is no minimum Capital Contribution under this facility. The Participant may contribute any amount the Participant is comfortable with, subject to acceptance by the Company.

3.3 Upon receipt and clearance of the Capital Contribution, the Company shall issue a written acknowledgement to the Participant confirming the amount received and the Effective Date of participation.

ARTICLE 4 – PROFIT SHARE AND DISTRIBUTIONS

4.1 The Participant's entitlement is limited to a Profit Share calculated by reference to the Company's overall audited net profit and the Participant's Capital Contribution relative to the relevant capital pool.

4.2 Distributions shall be determined after the Company has finalised its Audited Accounts for the relevant period. The first distribution is targeted six (6) months after the Effective Date of the Capital Contribution, and thereafter on a quarterly basis, subject to available audited profits and the Company's operational requirements.

4.3 The Company IRR Reference of 178% (modelled band 100%–178%) is a corporate-level performance indicator only. It does not represent a guaranteed, fixed, or personal annual return to any individual Participant.

4.4 Any illustrative monthly or quarterly figures provided in marketing materials or calculators are for information purposes only and do not create any binding payment obligation.

ARTICLE 5 – ADDITIONAL PARTICIPANT BENEFITS

5.1 Subject to applicable law, Company policy, and the Participant's qualifications and skills, the Company may offer the following additional benefits (none of which constitute equity or ownership):

- (a) Skill-based job or collaboration opportunity within the Company's operations or projects;
- (b) Support in exploring visa and residency pathways available under applicable UAE, KSA, or other relevant regimes for AI and technology professionals, where the Participant meets eligibility criteria;
- (c) Priority consideration for future AI platform initiatives of the Company;
- (d) Long-term collaborative relationship with the Company as it grows; and
- (e) Issuance of this formal Company Agreement and related supporting documentation.

5.2 The Company may prioritize skill-based engagement with Participants who have contributed capital, on the basis that such Participants have a direct financial interest aligned with the Company's success and the protection of its confidential technology and intellectual property.

ARTICLE 6 – NO OWNERSHIP OR EQUITY

6.1 The Participant expressly acknowledges and agrees that:

- (a) this Agreement does not create, and shall not be construed as creating, any shareholding, equity interest, partnership, joint venture, or agency relationship;
- (b) the Participant has no right to inspect the Company's books beyond what is reasonably provided in connection with Profit Share calculations, no voting rights, and no right to participate in management or control of the Company; and

(c) the Company's intellectual property, software, platforms, client relationships, and goodwill remain the exclusive property of the Company.

ARTICLE 7 – TERM AND TERMINATION

7.1 This Agreement is long-term in nature and continues until terminated in accordance with its terms or by mutual written agreement of the Parties.

7.2 Either Party may terminate this Agreement by giving not less than ninety (90) days' prior written notice to the other Party, subject to settlement of any accrued but unpaid Profit Share determined under Article 4.

7.3 Upon termination, the Company shall calculate and settle any final Profit Share due in respect of the period up to the effective termination date, in accordance with the Audited Accounts and the principles of this Agreement. Return of capital is not automatic and remains subject to the Company's operational and financial position and any applicable agreements between the Parties.

ARTICLE 8 – CONFIDENTIALITY

8.1 The Participant shall keep confidential all non-public information relating to the Company, its technology, clients, financials, and this Agreement, and shall not disclose such information to any third party without the prior written consent of the Company, except as required by law.

8.2 The obligations under this Article shall survive termination of this Agreement.

ARTICLE 9 – REPRESENTATIONS AND WARRANTIES

9.1 The Participant represents and warrants that:

- (a) the Participant has full legal capacity and authority to enter into this Agreement;
- (b) the Capital Contribution is made from legitimate sources and does not involve any proceeds of crime or breach of anti-money laundering laws;
- (c) the Participant has read and understood this Agreement, including the risk that returns are variable and not guaranteed; and
- (d) the Participant is not relying on any representation other than those expressly set out in this Agreement.

ARTICLE 10 – RISK ACKNOWLEDGEMENT

10.1 The Participant acknowledges that participation in a technology and artificial intelligence business involves commercial and market risks. Past or projected performance (including the Company IRR Reference) is not a reliable indicator of future results.

10.2 The Participant confirms that the Capital Contribution is made with an understanding of these risks and that the Participant is able to bear the potential loss of the contributed amount.

ARTICLE 11 – GOVERNING LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates as applicable in the Emirate of Dubai.

11.2 Any dispute arising out of or in connection with this Agreement shall first be attempted to be resolved amicably through good-faith negotiations. If unresolved within thirty (30) days, the dispute shall be referred to the competent courts of Dubai, United Arab Emirates.

ARTICLE 12 – GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement, including Schedule A, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions and understandings.

12.2 Amendments. No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

12.3 Notices. Notices under this Agreement shall be in writing and delivered by email or WhatsApp to the contacts specified by each Party, or to such other address as a Party may notify in writing.

12.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.5 Counterparts. This Agreement may be executed in counterparts (including electronic or scanned copies), each of which shall be deemed an original.

IN WITNESS WHEREOF

the Parties have executed this Agreement as of the Effective Date first written above.

FOR THE COMPANY

Spectra Nexus L.L.C-FZ

FOR THE PARTICIPANT

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
ID / Passport No.: _____
Date: _____

SCHEDULE A

CAPITAL CONTRIBUTION AND PARTICIPANT DETAILS

1. Participant Full Legal Name: _____
2. Nationality: _____ Passport / Emirates ID No.: _____
3. Residential Address: _____
4. Email: _____ WhatsApp: _____
5. Capital Contribution Amount: _____ (in figures)
Amount in Words: _____
6. Currency: ☐ AED ☐ USD ☐ SAR ☐ PKR ☐ Other: _____
7. Date of Transfer / Value Date: _____
8. Bank Reference / Transaction ID (if available): _____
9. Special Notes (if any): _____

Acknowledgement of Receipt by Company

The Company confirms receipt of the Capital Contribution stated above on _____.

Authorized Signatory: _____ Date: _____

— End of Agreement —

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