



**Memorandum of Understanding**

**Member Form for Membership**

Name of Member: [Insert name]

Represented by: Self

Address for Communication

Regd. Office / Permanent Address

(if different)

Mobile Number

E-mail ID

Type of Member Individual (change if different)  
(Individual / Corporate)

Residence Status of Member Non-Resident [change if different]  
(Resident / Non-resident)



## Memorandum of Understanding

### **1. Parties**

This Memorandum of Understanding (“MOU”) is made and entered into by and between Bangladesh Angels (herein referred to as “BAN”), and [insert member name from page 1] (herein referred to as “Member”).

### **2. Objective**

Both BAN and the Member share the common goal of enabling equity investment in early-stage enterprises in Bangladesh. In this context, BAN is a platform where like-minded individuals and corporations can mentor, invest in, and provide growth services to such enterprises. The Member as part of BAN participates in the investment process in enterprises identified by BAN for this purpose.

### **3. Scope**

Member endorses and agrees to be an active part of BAN and BAN agrees to accept the Member as an affiliate of BAN.

BAN will provide the following facilities, including but not limited to:

- Present pre-screened enterprises seeking to raise investments
- Arrange and invite Members to participate in discussions, meetings, presentations, etc.
- Provide a panel of lawyers, accountants, and other professionals for transaction evaluation and execution
- Provide access to BAN’s ecosystem services to enterprises in which the Members have invested

Members, by becoming an active Member of BAN, will have the following rights including, but not limited to:

- Participate in meetings, conferences, and workshops
- Liaison with empaneled lawyers, accountants, and other professionals to assess the worthiness of enterprises for investment

Members commit to:

- Participate in reviewing investments presented to the network by a process agreed upon from time to time.
- Invest when entities meet his/her investment criteria. Investing is at the complete discretion of the Member and there are no required investments. Each Member is responsible for his/her own independent investment decisions.
- Keep BAN involved/informed at all stages of the transaction for investment in enterprises introduced through BAN.



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Members acknowledge that :

- BAN is a platform to curate, showcase, and broker investments and connect investors and entrepreneurs
- Investments are subject to market conditions and risks, and the ultimate decision is up to each investor
- BAN will not provide support on deals done between the companies and investors outside of BAN's purview/knowledge
- Documents and information shared are the confidential property of BAN and pipeline/portfolio companies, and cannot be circulated without their permission

Only Directors & executives of BAN, guests and BAN Members may attend BAN scheduled meetings and access information on enterprises showcased by BAN.

Members of BAN will have the opportunity to partner with other Members to invest in and grow enterprises. The terms of each investment will be governed by a separate agreement between the Member(s) and the company.

The best intention of BAN is to enable investments and BAN may enter into separate agreements with enterprises to ensure smooth and timely execution. Any such agreements may be disclosed to Members upon request.

### **4. Membership Fees**

Annual Membership fees of USD 600 will be payable to BAN by individual Members and USD 1200 will be payable by corporate/institutional Members including VAT. The membership period will commence from the first BAN scheduled meeting/showcase attended by the Member and expire 12 months from that date.

The BAN team reserves the right to offer a discount on the final price based on how fast the member executes the agreements.

### **5. Confidentiality**

Member grants BAN the right to disclose the name of the Member to other present and potential Members, BAN partners, investee enterprises, and any other regulatory authorities *only* where it is necessary to disclose. Otherwise, BAN will not disclose the name of the Member without the Member's consent.

BAN Members are requested to voluntarily disclose if they have a direct or indirect investment in or prior dealings with any enterprise presenting at a BAN meeting or any other third company that competes



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with a presenting company. If required, for the sake of confidentiality or conflict of interest, BAN shall request the interested Member(s) to voluntarily excuse himself or herself from such presentations and access to information about the company.

### **6. General provisions**

#### **A. Amendments**

Either party may request changes to this MOU. Any modifications, revisions, or amendments to this MOU which are mutually agreed upon by both parties shall be incorporated by written instrument, and effective when executed and signed by both the parties to this MOU.

#### **B. Duration**

This MOU shall be valid upon the signature of both parties and shall continue in force unless terminated by either party upon 30 days' written notice to the other party. Obligations of Confidentiality and Governing Law will survive the termination of this MOU.

#### **C. Governing Law**

This MOU shall be governed by the laws of Bangladesh.

### **7. Signatories**

Agreed to and accepted by:

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Member's Name: **[insert name]**

Date:

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BAN Representative Name: **[insert name of account manager]**

Designation:

Date: