



Freshly Grounded Ltd.  
Office 3 Ground Floor, Boundary House, Cricket Field Road, Uxbridge, Middlesex, United Kingdom, UB8 1QG

(‘the Organisation’)

Fozia Din,  
44 Amersham Road  
High Wycombe  
Bucks  
HP13-6QU

Aug 16, 2023

Re: Revenue share agreement for The Game by Freshly Grounded (‘the Organisation’), for which capital is to be provided by Fozia Din (‘the Investor’)

Dear Fozia Din,

This Investment Agreement (hereinafter referred to as the "Agreement") is made and entered into as of 16th August 2023, by and between:

Freshly Grounded Ltd, a limited company, located at Office 3 Ground Floor, Boundary House, Cricket Field Road, Uxbridge, Middlesex, United Kingdom, UB8 1QG, hereinafter referred to as the "Organisation", and

Fozia Din, an individual with a principal residence at 44 Amersham Road, High Wycombe Bucks, HP13-6QU, hereinafter referred to as the "Investor".

The Investor and the Organisation wish to agree on terms and arrangements whereby the Investor will provide the Organisation with a sum of £20,000 for the Organisation's operational needs. In return, the Organisation agrees to share a percentage of the revenues generated from its business activities with the Investor as per the stipulations set forth in this agreement ("Revenue Share").

This document and the attached Schedule ("Agreement") detail the terms and arrangements of this engagement. Specifically, the Schedule outlines key definitions and details (Revenue Share Percentage, Payment Procedures, Reporting Mechanism, Termination Conditions, and Confidentiality Provisions).



## **1. The Organisation's Responsibilities**

The Organisation undertakes to:

- A) Use the provided sum of £20,000 efficiently and effectively towards its operational needs and endeavors aimed at generating revenue;
- B) Provide the Investor with regular updates and transparent reporting regarding the revenues generated, as detailed in the Schedule;
- C) Ensure proper financial management, keeping accurate records and documentation pertaining to the revenues, and making them available for the Investor's review as per the stipulations set out in the Schedule;
- D) Not engage in any actions or endeavors that are likely to harm the Investor's business [or personal] reputation or goodwill attaching to its business or investments; and
- E) Ensure that it complies with all legal requirements and that it has all necessary authorities, licenses, and consents to utilize the investment, to meet its obligations under this Agreement, and for the parties to implement this Agreement generally.

## **2. The Investor's Responsibilities.**

The Investor undertakes:

- A) To provide Freshly Grounded with the agreed sum of £20,000 as detailed in the Schedule;
- B) To work in collaboration with Freshly Grounded and provide any necessary financial or transactional documents or details to ensure transparency in reporting and accounting;
- C) To permit Freshly Grounded to use any provided investor-related insignias, symbols, or names for reporting and official documentation purposes, ensuring the recognition of the investor's contribution, without granting Freshly Grounded any other rights or licenses under the Investor's Intellectual Property Rights;



- D) To ensure that any insignias, symbols, or names provided for use by Freshly Grounded do not infringe on any Intellectual Property Rights of any third party; and
- E) To make any public statements or disclosures about the contribution to Freshly Grounded only if such statements are accurate, positive in nature, and do not contain any negative comment about Freshly Grounded or its endeavors.

### **3. Circumstances beyond the reasonable control of either party**

If the Organisation or the Investor fails to perform or delays in performing any obligation due to circumstance beyond that party's reasonable control ("Force Majeure"), that party shall not be considered to be in breach of or liable for that failure or delay.

### **4. Termination**

#### **(A) For force majeure**

- i. Where there is Force Majeure and as a result it reasonably appears to either party at any time that the Agreement cannot commence, or cannot continue until its conclusion, either party may promptly at that time terminate this Agreement by notice to the other party.
- ii. If, at the time of serving that notice either:
  - 1. the transaction has not commenced; or
  - 2. the transaction has commenced but The Game ('the Product') has not been ordered;

The Investment Fee shall be promptly returned to The Investor.

- iii. If, at the time of serving that notice:
  - 1. the transaction has commenced and the Product has been ordered from the manufacturer;



A fair and reasonable agreement shall be made under the guidance of an Islamic Person of Knowledge agreed upon by both Parties.

(B) For no good reason

If the Organisation cancels the Agreement at a time when there is no Force Majeure and there is no breach of this Agreement by the Investor, the Organisation may do so but must promptly return the Investment Fee to the Investor.

(C) For breach

Either party may terminate this Agreement by giving notice to the other if the other commits any breach of a material obligation under this Agreement (including failure to pay any sum due) and fails to remedy it within <<14>> days after being given notice containing details of the breach and requiring it to be remedied. Upon such termination, if the party in breach is:

- i. the Organisation, it may not retain or receive any Investment Fee, and it must promptly return any of it previously paid if Agreement not taken place; or
- ii. the Investor, the Organisation will remain entitled to receive and retain all of the Investment Fee, and if the Investor has not at that time paid any of it to the Organisation, it will promptly then do so.

## 5. Confidentiality

Except as the parties may otherwise agree in relation to any particular information, each party undertakes to the other to keep confidential all confidential information of the other, to use it only if and to the extent necessary to carry out this Agreement, and not disclose any such confidential information to any third party. This undertaking shall not apply to any information which is in the public domain otherwise than due to a breach of this undertaking.

## 6. Data Protection

- 6.1 All personal data that either Party may use will be collected, processed, and held by that Party in accordance with standard regulation.
- 6.2 For complete details of the Party's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Other Party's and third parties' rights and how to exercise them, and personal data sharing (where applicable), the Other Party should refer to the Privacy Notice of the First Party. Each Party's Privacy Notice is available from it on request.



## **7 Notices**

Any notice to be given under this Agreement by either party to the other shall be in writing, signed by or on behalf of whoever gives the notice, and given by email or by hand or first class post letter as follows:

7.1 To the Investor, to foziadin@hotmail.com; or 44 Amersham Road, High Wycombe, Bucks, HP13-6QU, United Kingdom; or

7.2 To the Organisation, to faisal@freshlygrounded.com or Office 3 Ground Floor, Boundary House, Cricket Field Road, Uxbridge, Middlesex, United Kingdom, UB8 1QG.

## **8 Dispute Resolution; Governing Law**

1. The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
2. Should the parties fail to reach an agreement through their appointed representatives, they will jointly seek guidance and resolution from an Islamic person of knowledge, mutually agreed upon by both parties, to guide them towards a solution in accordance with Islamic principles.
3. If the ADR procedure under sub-Clause 8.1 does not resolve the matter within 10 Business Days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
4. The seat of the arbitration under sub-Clause 8.2 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
5. Nothing in this Clause 8 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
6. The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 8 shall be final and binding on both Parties.
7. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
8. Subject to the provisions of Clause 8, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

## **9 Liability and Indemnity**

1. The Investor warrants to the Organisation that the Organisation's use of any Investor Designations in accordance with this Agreement will not infringe any Intellectual Property Rights of any third party, and accordingly the Investor shall indemnify and keep indemnified the Organisation from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any third party claim that such use by the Organisation infringes the Intellectual Property Rights of that third party, always provided that
  - (A) the Organisation promptly and fully notifies the Investor of any third party claim in respect of which it wishes to rely on the indemnity;
  - (B) allows the Investor, at its own cost, to conduct all negotiations and proceedings and to settle the claim;
  - (C) provides the Investor with such assistance as the Investor requires in dealing with claim, the reasonable cost to the Organisation of providing such assistance to be reimbursed by the Investor; and
  - (D) not, without prior agreement of the Investor, make any admission relating to the claim or attempt to settle it.
  
2. Subject to Clause 6.3, under no circumstances shall either Party be liable to the other party for any of the following, whether in contract, tort (including negligence) or otherwise: any loss, damage, cost, expense or other claim which is special, indirect or consequential; loss of revenue or anticipated revenue; loss of savings or anticipated savings; loss of business opportunity; loss of profit or anticipated profit; or loss of wasted expenditure.

## **10 General**

- 10.1 This Agreement shall constitute only the contractual relationship provided for in this Agreement and neither party shall be a partner, agent, employee, or joint venturer of the other.
- 10.2 This Agreement is personal to each of the parties, and no obligation or rights under it may be assigned, sub-contracted, sub-licenced or otherwise delegated except as the parties may agree in writing.
- 10.3 Except as set out in this Agreement, the parties have not agreed any other terms, responsibilities, rights, or other details in relation to the Agreement, nor will either party rely on any statements or promises made to it by the other unless they are set out in this Agreement.
- 10.4 This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and



delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

- 10.5 No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

If you propose to add/amend anything to this Agreement, please do not countersign this letter, but instead let me know, and, if I agree, I can replace this Agreement with an amended one for you to sign.

However, if you are content with this Agreement, please sign and date the copies and then please return one copy to me as soon as possible to indicate your agreement to everything in this Agreement.

Yours faithfully,

Faisal Choudhry

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for and on behalf of  
Freshly Grounded Ltd

Dated: 16/08/23

To:

The Organisation agrees to the terms of the above letter and attached Schedule/s

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for and on behalf of  
Fozia Din

Dated:



## SCHEDULE & DEFINITIONS

1. **“The Agreement”** means the terms and conditions specified below:
  - **Capital Contribution:** The Investor will provide a sum of £20,000 to Freshly Grounded.
  - **Purpose of Contribution:** The primary allocation of the Investor's capital contribution is towards facilitating the production of 8,000 units of the specified Product. However, some funds may be directed towards essential operational needs in line with the overarching objectives of Freshly Grounded.
  - **Revenue Sharing:** Freshly Grounded commits to pay the Investor a sum of £5 for every unit of the Product sold.
  - **Payment Schedule:** Freshly Grounded will make payments to the Investor on a monthly basis, reflecting the revenue share for the units sold in the preceding month. Payment schedule may be adjusted if unforeseen logistical challenges arise, but both parties will be in agreement prior to any changes.
  - **Monthly Sales Report:** Freshly Grounded will provide the Investor with a report on the Product sales for the preceding month during the first week of every subsequent month. This report will be used to determine the revenue share owed to the Investor for that month.
  
2. **“The Product”** means the Freshly Grounded Game.
  
3. **“The Investor Fee”** means £20,000 which will be payable in agreed payment terms.
  
4. **“The Investor Designations”** means any logo, banners, trademarks, artwork designs or slogan which the Investor may share with the Organisation in connection with this Agreement.
  
5. **“Intellectual Property Rights”** means all intellectual property rights in the Investor Designations belonging to the Investor, including, for example, copyright, trade/service marks (registered or unregistered), rights to sue for passing off, domain names, goodwill, or rights in confidential information. Other terms, are defined in the Schedule.



6. **“Agreed Payment Terms”** means the grand total paid according to the following schedule:
  1. 100% (£20,000) paid upon signing of this contract