



APPLICATION FORM FOR MEMBERSHIP

MEMBER'S BASIC INFORMATION

NAME			
COMPANY/FIRM/OR GANIZATION/TRUST/ SOCIETY NAME *			
DESIGNATION	<input type="checkbox"/> Proprietor <input type="checkbox"/> Partner <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Investor		
BUSINESS ACTIVITIES UNDERTAKEN			
Have you ever been an Angel Investor/VC in the past And /Or are you a member of any such fund or organization presently? If yes, please give details :			
POSTAL ADDRESS			
TEL. No. (OFFICE)		FAX No.	
TEL. No. (HOME)		E-MAIL	
MOBILE No.		Website	
Your LinkedIn Profile Name/ID :			
Your Face Book Profile Name/ID :			
Your Twitter Profile Name/ID :			

***KINDLY USE A SEPARATE SHEET OF PAPER TO LIST ALL COMPANY NAMES.**



MEMORANDUM OF UNDERSTANDING

THIS MoU is entered into on ____ day of _____ by and between RAJASTHAN ANGEL INNOVATORS NETWORK (RAIN), located at C – 97, JANPATH, LAL KOTHI SCHEME, and _____ with _____ address at _____.

1. RAIN and its Members would invest in Early Stage Businesses, with a potential to create disproportionate value, in the any domain with potential of Success and Scalability :
2. The RAIN member needs to investing INR 20,00,000 in 2 years but could go up to INR 20 Lacs to 50 lacs in special cases. It looks to exit over a 5 to 10 year horizon through an IPO, M&A or strategic sale. The Group may consider investments through syndication and might be with more contribution also.
3. All individual members are inducted in their individual capacities and not as representatives of their organizations. Their membership fees whenever comes into force will be paid directly by them or their investment company or any organisation they choose.
4. RAIN is a Jaipur-based group of Angel Investors. It looks at investing in ventures from across Rajasthan (including some national and overseas ones that have India/ Jaipur-centricity). Its members could be drawn from all over Rajasthan and some from other states and overseas with interest in Jaipur -based entrepreneurs. Current plan is to grow to around 10 members in the near term.
5. New members may only be proposed by existing members. Potential new members who may have connected with the President and Coordinator would be encouraged to find a sponsor from the existing members. In either case, the President and Coordinator will circulate profiles of all proposed invitees to all Group members. If any member of the Group has an objection to any proposed name they should communicate the same to the Coordination Committee (CC) members so that the matter can be discussed and decided upon by the CC. Invitations will then be sent out to the accepted members. As a guideline, in case the nominee is not known to the member personally and/ or is not a well known name in his/ her own right, then it is recommended that the member does his/ her own checking on the nominee, in particular, related to areas of expertise, time that he/ she can spend on the Group's activities, etc, before proposing the name.
6. I, _____ (Member Name), hereby affirm that I have read the all the above-mentioned Clauses of MoU and I am signing the same having fully understood the Meaning, Implications and Liabilities in my fit state of mind. I also affirm that the above-mentioned information is true and correct to the best of my knowledge and I shall be solely responsible for any discrepancies thereof.

(Signature)

1. Deal Flow

RAIN is not a secretive body; in fact, it will proactively seek positive publicity with a view to being seen as the investor group of choice by RAIN startups. Members will agree on the publicity strategy. The deal flow arising from such activities as well as the publicity will be coordinated and handled by the President and Coordinator.

The primary deal flow for the RAIN comes through its members. RAIN members should individually assess funding proposals that they might come across. In addition, they might create some startup opportunities with entrepreneurs. All such recommended opportunities will then be presented at the RAIN's monthly forum as "sponsored" deals, ie, there is a member who feels the deal is worthwhile taking forward and will proactively do so.

However, there will be deals that come directly to the President and Coordinator that are not sponsored by any member. These will be handled via a Coordination committee (CC) that will vet and shortlist such deals for presentation to the RAIN as a whole, with the aim to find an internal sponsor. Members will be nominated to the CC by rotation, with each member agreeing to participate for a period of one month each year.

2. Investment Decisions:

Following broad objectives have been taken into account while coming up with the model for investment decisions:

- 1) People with differential ability to invest must be accommodated, especially as we will induct diverse people into the group. Also, adding members will be a continuous activity and not one time (such as fund closure). Both these require a flexible model in terms of where and how much each member invests. This will also ensure that new members feel invited to the RAIN with minimal constraints.
- 2) Investee companies will be explained the RAIN's framework for investing and mentoring, as explained in this document, and a concurrence sought early in the discussions.
- 3) Given these objectives, it is proposed to adopt following processes:
 - a) In summary, RAIN meetings will be convened every 4 or 8 weeks, depending on the deal flows, to discuss deals that have been either directly sponsored by members or recommended by the "Coordination" Committee (CC) members
 - b) All members present will then discuss and debate each investment and any concerns they might have, any additional information required, etc.

Members who are interested in that investment will then group together to take discussions forward in separate meetings. These meetings will be coordinated by the President and Coordinator. The process will be carried forward in the spirit of mentorship and guidance mentioned herein. As such, it will be expected that, over time, a number of sub groups of

members will be meeting “offline” regarding their respective investee companies. While the main forum, consisting of all members, will have a Coordination Committee, these subgroups would need to form their own subgroups, etc. The details of the company in which an investment has been made, the names of members and the names in which those investments have been made would be communicated to the President and Coordinator for its records.

The principle of investment within an investing sub group would be *pari passu*. However, it would be entirely upto this sub group to mutually agree the individual investment amounts and, also, if it wants to give an incentive by way of disproportionate equity allocation of its holding, to one or more members of that group who will spend extra time and energy on the investee company.

- a) The group or subgroup as applicable will nominate a member (the “lead member”), who will lead all discussions on deal valuation, structure and closure with the entrepreneur. For the entrepreneur, the lead member will be the single point of contact for such discussions.
- b) The President and Coordinator will restrict its involvement only to groups/sub-groups which exclusively have RAIN members and not to any groups/subgroups where there are non-member co-investors, unless such co investors were invited by the investing members to make up a shortfall
- c) Each member will be free to make his or her individual decision on investing in any given opportunity.
- d) As a broad outline, it is expected that members will invest in the region of INR 10,00,000 per annum; or INR 20,00,000 in two years’ time; which later could be increased on mutual agreement. It is also expected that members who do not invest at all for three years would be deemed not to have received value and must therefore review whether they should at all continue their membership.

3. Mentoring

RAIN members collectively are committed to contributing money as well as their time and expertise in businesses that they consider worth investing.

- a) Members, when investing in an opportunity, will identify who, from within their group would be most appropriate to represent them on the Board of the company (there could be more than one board member) based on the ability to mentor and guide the company at strategic / operational levels as also availability of time to do so. The sub group of members investing in an opportunity are encouraged to find ways to appropriately incentive / reward those amongst the group spending disproportionately more time and effort on mentoring the company (from within the equity negotiated by them) but this is purely at the discretion of the sub group.



President and Coordinator (cum Treasurer)

- a) RAIN has a central President and Coordinator based in Jaipur to do the following:
- i. Create and develop investment opportunities
 - ii. Evaluate the opportunities at the first stage, including initial interviews
 - iii. Coaching entrepreneurs for presentations to the RAIN
 - iv. Handle member recruitment, communications and relationships
 - v. Adherence to defined process for Deal Flows, etc
 - vi. Coordinating due diligence and investments on behalf of the Investing group
 - vii. Interaction with RAIN members
 - viii. Handle publicity and public relations

- b) The President, Secretary and Coordinator will operate through informal set up RAIN, which has been specifically incorporated for this purpose. Once it goes through a process of evolution, a corporate body shall be formed on mutual consent of CC members. A formal secretariat shall then be formed to take the activities further. A suitable structure of membership fees will be decided on the formation of such entity.

The membership to the RAIN will be annualized January to December and midterm membership will have to be renewed every year in April.

New Individual members will contribute a one-time Entry Fee of INR 300,000/- and INR 25,000/- plus service tax as applicable as membership fee on an annualized basis.

- c) The RAIN will be governed by a Coordination Committee.
Based on this framework, the specific rules and future coordination committee processes will be constituted by the above mentioned coordination committee. An overall principle of broad agreement will be adopted when dealing with significant changes.
- d) The President and Coordinator will not be responsible in any way for any investment decisions taken by the members, the correctness of any information that it receives and disseminates, etc. In signing this document, each member specifically indemnifies the President and Coordinator against any such liability.
- e) Nothing stated herein should be deemed to create a partnership among the members; nor give any authorization to any member to act for or assume any obligation or responsibility on behalf of, any other member, the RAIN, the President and Coordinator and CC members other than has been expressly provided for herein.

MANDATORY UNDERTAKING TO BE GIVEN BY MEMBERS:

1. I shall pay a one-time Entry Fee of INR 300,000/- and an Annual Membership Fee of INR 25,000/- plus INR 48,750 as service tax (to be calculated 15% for the financial year 2016-2017) to RAIN.
2. I shall make a Minimum Investment of INR 10,00,000/- per annum or an Investment of INR 20,00,000/- in 2 years towards Funding a Project, failing which my RAIN membership COULD BE revoked, subject to Co-ordination Committee's discretion.
3. As a Member of RAIN; I shall also take up Membership of TiE as a Mandatory Requirement.
4. Non-Disclosure of Confidential Information:

Since, I shall be a part of Functioning, Deal Flow Discussions, Decisions & Agreements pertaining to Investments and Funding of RAIN; certain proprietary information shall be shared with me. Therefore, with reference to investment Proposals and Opportunities that have been tabled at RAIN in consideration of the mutual promises and covenants contained in this MoU, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereto agree as follows:

- a) If I have any interest in a particular deal as an investor, director or in any other capacity, the onus of disclosing this to the President and Coordinator shall lie solely with me on or before the Proposal being tabled.
 - b) If I have already pursuing a Proposal/Deal before being tabled at RAIN, the onus of disclosing this to the President and Coordinator shall lie solely with me, who will then exclude the said Proposal/Deal from going forward.
 - c) I shall not hold parallel discussions with the entrepreneur outside of the process, which includes a restriction on my entering into a separate understanding with an investee company for any consideration. I agree that deal details of any deal, entrepreneurs, etc. will be kept strictly confidential and will not be discussed or revealed outside the RAIN.
5. I shall sign this document in acceptance of the broad principles that will govern the functioning of the RAIN. The RAIN members will also agree to adhere to a code of confidentiality regarding all opportunities tabled at the forum. Members need to sign NDA and follow the required processes to give entrepreneur needed safeguards against proposed Business Idea or IP safety.

I, _____ (Member Name), have read all the above and I hereby affirm to agree undertake all the above in letter and spirit.

(Member's Signature)

Place: Jaipur

Date :

MEMBER'S DETAILS

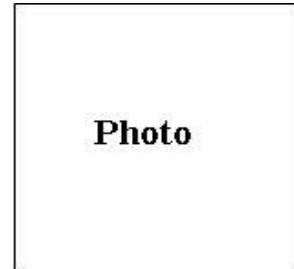
NAME :

ADDRESS FOR COMMUNICATION :

OFFICE TEL NO :

MOBILE NO :

EMAIL ID :



Signature

PLEASE INDICATE YOUR PREFERENCE FOR THE SECTORS FOR WHICH BUSINESS PLANS COULD BE SENT TO YOU FOR VETTING:

- ❖ IT Products, Services & Technology
- ❖ High End BPO Services
- ❖ Gems & Jewellery
- ❖ Handicrafts, Carpets
- ❖ Garments
- ❖ Mining & Allied
- ❖ Manufacturing
- ❖ Education
- ❖ Retail
- ❖ Media & Entertainment
- ❖ Healthcare / Pharma / Biotech
- ❖ Others (please mention) :

.....

Member's Signature

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On behalf of RAIN



PAYMENTS DETAILS:

I am enclosing DD/Cheque No. _____ Dated _____ drawn
on

_____ for Rs. 373,750/- (Rs. Three Lakh
Seventy Three Thousand Seven Hundred and Fifty Only)* payable to “RAJASTHAN ANGEL
INNOVATORS NETWORK, Jaipur” towards One Time Entry Fees and One Year’s
Membership Fee.

(Signature)

Please fill, and attach a passport size photo, with a DD / Cheque and send to

Priyanka Jain | Executive Assistant

Rajasthan Angel Innovators Network

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URL: www.rainjaipur.co.in | Email: rain.jpr@gmail.com

* Membership Renewal at the beginning of Calendar Year