



Investor Agreement

Prepared For:



Investor Agreement

This Agreement is made and entered into on the _____ day of _____, in the year _____, by and between:

Zelwig International, Incorporated, a Florida corporation, with principal address at 766 Shady Street, Lake Wales, FL 33853 (hereinafter known as "Company"); and _____, with address at _____ (hereinafter referred to as "Shareholder" or "Investor").

RECITALS

WHEREAS, Company is currently operating in the food industry producing chocolates, particularly known as Chocoblocks™, Pyramids™, among others, otherwise known as "ChelSea Chocolates;

WHEREAS, Shareholder believes that the Company's operations with the additional finances would help improve in the growth of Company;

WHEREAS, Shareholder desires in investing with the Company, and the Company acknowledges the investment in exchange for shares of stock with the Company.

NOW, THEREFORE, in consideration of the foregoing stipulations, the Parties agree as follows:

AGREEMENT

Investment

Shareholder invests _____ (_____) shares ("Investment") of the Company's outstanding capital stock at the rate of _____ per share. Shareholder shall pay the Investment Amount via _____ to the Company on or before _____.

Management and Control

The Board of Directors consisting of fifteen (15) members shall be managing and controlling the direction of the Company. The majority shareholders of the company shall have control over approvals of executive hires.

Each Shareholder shall not have the right to control and manage the Corporation except if such Shareholder sits as a member of the Board of Directors of the Company. However, Shareholders shall be entitled to vote (voting shares) in the number of shares of stock standing in their own name in the books in the Stockholder's meeting. Shareholder may authorize a representative to act as proxy for such purpose.

Any Shareholder may authorize any person as proxy in all meetings of stockholders, provided that the attendance by a proxy shall be in writing, signed by the stockholder, filed before the scheduled meeting, with the corporate secretary. Such representation by proxy shall be valid for the meeting for which it is intended, but in no case shall be valid or effective for more than five (5) years.

Corporate Books and Records

The Corporations shall maintain the Corporate Books, records, and other documents available to all Stockholders without restriction. Stockholders may request to view and access the said Books, Records, and other documents at a reasonable time.

Stockholders Meeting

The Annual Stockholders' Meeting shall be held in the city where the principal office of the Corporation is situated. Such meeting shall be notified to the Shareholders one (1) month prior to the scheduled date of the meeting indicating the venue, time, and agenda.

Stockholders who cannot attend the meeting may be represented by a proxy and notice must be sent to the company not less than twenty (20) days before the scheduled meeting.

Dividend Distribution

Distribution of Dividends shall be given to all Shareholders in proportion to their shareholdings, in excess of One Million Dollars (\$1,000,000), on an annual basis.

Payment shall be made to shareholders via cash, cheque, or wire transfer to Shareholder's preferred bank account bank direct deposit on the date to be specified by Company (ex-date).

Shareholder acknowledges that in the determination of loss, in the event that Company exercises retention for purposes of expansion, or in special circumstances such as the need for special reserve for probable contingencies, no dividend shall be distributed.

Dissolution and Liquidation

In the extinguishment or cancellation of the corporate existence, Corporation shall retain no juridical personality to conduct business. However, it shall retain as a body corporate for a period of three (3) years after the date of the Company's dissolution for purposes of prosecution and defense in suits by or against it.

Voluntary Dissolutions shall require the majority vote of the Shareholders.

During winding-up and liquidation, Company may employ only agents for the purpose of liquidation and winding up of the corporate affairs, settle and collection of, carry out compromise, novate, merge, or compensate in the settlement of rights and obligations for the Company, file an action in the name of the Company or defend in lawsuits brought by or against the Company, distribute, sell, exchange, or otherwise dispose of any or all of the Company's assets and set contracts and agreements for the purpose of winding up of the corporate affairs, among others.

Voting

Company shall apply the straight voting method. In which each Shareholder may vote as there are directors to be elected in a such number of shares where each share constitutes one vote.

Non-compete and Non-Disclosure

Shareholder acknowledges that in the event that he or she holds a director position, he or she will not make any investment, acquire any holding, or be employed, whether financial considerations or not, with any other company that is in compete with the business of the Company.

In no case that a shareholder, whether acting as a member of the board or not, shall not disclose any proprietary information, trade secrets, and any other similar information that is not disclosed to the public unless otherwise written consent is given by the Board of Directors is given to the shareholder.

Transfer of Shares

No shareholder shall be allowed to sell, transfer, convey, or assign any of its shares to another shareholder without the consent of all the shareholders hereto. The respective shareholders shall have the right of first refusal to acquire the shares of the dissenting or leaving shareholder.

Disputes and Governing Law

In case of dispute, claim, or controversy arising due to breach of this Agreement such shall be resolved amicably before elevating the matter through arbitration proceedings with the arbitrator chosen by both of the Parties hereto and shall resolve the proceeding in accordance with the Commercial laws of the state of _____.

Amendments and Modifications

This Agreement contains all of the agreements set forth by the Parties. Any other stipulations not included herein are deemed superseded and controverted. Any amendments, changes, or modifications intended by the Parties shall be set in writing and signed by both parties.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable by a competent court or authority, the remaining provisions not held invalid or unenforceable shall continue to be in effect.

Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such party's right to subsequently enforce compliance of the other to the exercise of duties under the provisions of this Agreement.

Counterparts

This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute as one and the same contract.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the date written.

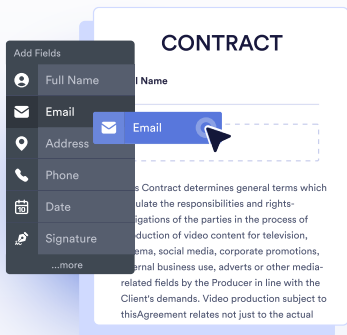


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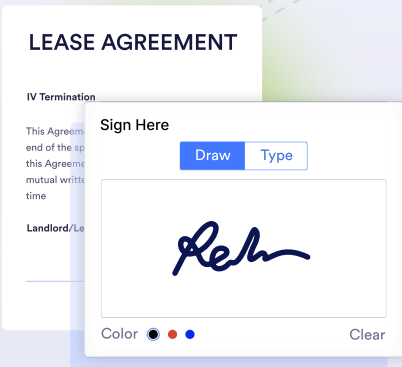
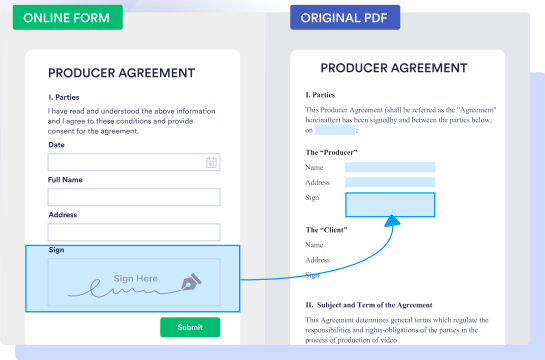
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