

**Review of the Standard Terms and Conditions:**

All terms, conditions, and procedures set forth are for indication purposes only and are subject to change by the Investor.

<b>General</b>	This private equity placement is backed by an Investor who is able to advance up to 100% (one hundred percent) of the net capital required by the project company against an equity position not exceeding 50% (fifty percent) of the total share capital of the project company.
<b>Net Project Capital</b>	The Investor always provides 100% (one hundred percent) of the capital required to complete the project.
<b>Structure</b>	The investment will be a direct investment into the project company or through a joint venture company.
<b>Shareholding</b>	The Investor will purchase up to 50% (fifty percent) of the shares after equity evaluation of the share capital in the project company or in any JV company and in return will provide 100% (one hundred percent) of the required capital by the project company in the form of a loan facility.
<b>Loan Facility</b>	The Investor will make available a competitive loan for the balance of the investment after the deduction of the equity payment purchase to the Applicant.
<b>Interest</b>	The interest rate for this loan portion is currently charged at a floating US\$ LIBOR rate plus one or two basis points, depending on the location, risk and industry.
<b>Board Seat</b>	The Investor requires at least one (1) board seat for the duration of the investment.
<b>Investment Terms</b>	Detailed terms and conditions of any investment will be determined between the Investor and the Applicant in an investment Agreement or JV Agreement. The commitment of the Investor will be a long-term commitment.
<b>Bank Accounts</b>	All bank accounts of the JV company are operated under joint signature between the Investor and the Applicant.
<b>Chief Financial Officer</b>	The Investor will have the right to appoint the chief financial officer for the project company.
<b>Non-Recourse</b>	The equity investment is a non-recourse investment. No personal guarantees or personal securities are required from the Applicant.
<b>Dilution Protection</b>	This provision protects existing shareholders from a dilution of their shares through future share capital increase(s). The Dilution Protection clause will be part of the MOU and the final JV Agreement between the Applicant and the Investor
<b>Budget</b>	The budget will be prepared by the Applicant in cooperation with our company and in the format as outlined and required by the Investor once both the Applicant and the Investor have agreed on the general project design. The budget, once accepted by both the Applicant and the Investor, will form part of the Memorandum of Understanding (MOU) or

	the JV Agreement (JVA), respectively, between the Applicant and the Investor.
<b>MOU - JVA</b>	Once both parties are in full Agreement and a satisfactory comfort level between the parties is established, the Applicant and the Investor will sign a Memorandum of Understanding (MOU), which will subsequently form the base of the Joint Venture Agreement (JVA).

International transactions such as these are complex matters that require detailed and comprehensive documentation. As a potential candidate for the investment, you must be able to provide certain information in order for us to understand the complexities of the transaction and to enable us to assist you in presenting the transaction to the Investor. This project preparation includes inter-alia the following details:

- Power Point presentation of the project.
- Investor-oriented business plan;
- CVs of the shareholders and management team.

Business Plan - You must present an Investor-focused business plan that remains current based on market or business model changes. The business plan must include, but is not limited to, the following topics:

- Executive summary;
- Description of the company;
- Analysis of the marketplace;
- Description of products and services;
- Marketing and sales activities;
- Description of management and ownership;
- Organization and personnel;
- SWOT analysis;
- Funds required and the allocation thereof;
- Draw Down Schedule
- Financial data (budget and cash flow forecast);
- Exit Strategy.

### **1. Due diligence meeting with Applicant**

Curatio Capital as the Appointed Fiduciary of the Investor during the pre-due diligence -and application process follows a strict code of conduct in order to meet all legal and ethical obligations within the scope of its responsibilities as set forth by the Investor. Any company looking for an investment must prepare for the pre-due diligence analysis that will be performed by our company according to the requirements of the Investor and as part of the evaluation process. It is the responsibility of Curatio Capital as an Appointed Fiduciary to work in the best interest of both the Applicant and the Investor and at the same time to be in full compliance to the terms and conditions as set forth by the Investor for the evaluation and application process.

In general, we will want to see support for the assumptions and projections that are made in your business plan and presentation. The Investor to whom we submit the project application expects us, as their fiduciary, to assess and evaluate every project and the promoters behind the project

before the Investor will accept our recommendation to fund and to consider an investment in the project. This initial meeting is compulsory as Curatio Capital is not permitted to forward any investment proposal of any Applicant(s) without having met the Applicant(s) in person.

#### a) Due diligence meeting in our office

Following the acceptance in principle of the above outlined terms and your readiness to start the process, we will call for a meeting between the project promoters and our group. This meeting is designed to conduct an initial due diligence, to discuss the project in all details with you and your team, to reach a comfort level between the parties and to discuss all aspects of the evaluation and funding process.

The initial meeting can take place in either your office or in our office. The choice is yours. If the meeting takes place in our Head Office in Chur, Switzerland, we shall charge a meeting cost of EUROS 6,000.00 (Six Thousand Euros). The meeting will be held over two days. The meeting cost shall be prepaid by client and payment shall be made not later than 10 banking days prior to the scheduled meeting dates.

- Prior to any meeting Curatio Capital will provide a detailed meeting schedule to the Applicant. The meeting schedule will be tailor made for each Applicant's project and will indicate all matters to be discussed and analyzed over the two days.
- If both sides are in full Agreement during the initial meeting and a satisfactory comfort level between the parties has been achieved, we will execute a Financial Service Agreement ("FSA"). This can be done during or after the meeting at the clients own discretion, but not later than 10 (ten) calendar days after the meeting has taken place.
- During the initial meeting and only in the event that a Financial Services Agreement has been signed between the parties during the meeting, we will be pleased to disclose the name of the Investor and their background to the Applicant. Furthermore, Curatio Capital will be pleased to present to you a collection of documents and information, proving a solid "Track Record" of the Investor model programs and services. The information package reveals, verifiable "due diligence" conclusions, evidence of closings, and further information of the ability of the Investor to fund.

The meeting cost is refundable upon financial closure of the transaction. The cost will be included into the financial budget as pre-operating expenses for the project and will be refunded to the Applicant by the Joint Venture Company.

#### b) Due diligence meeting in Applicant's office

If you wish that the meeting should take place in your office, the cost of the initial meeting is for your account. It is to be prepaid 15 business days before the agreed meeting dates at the latest. Each meeting will be held over three days (with site visit) or two days (without site visit) excluding the travel time from our offices to the final destination and back.

For all meetings outside our own offices we will charge inter alia the following:

- a) Business Class airfare with an airline of our choice for one of our executives to travel to the meeting location;

- b) EUROS 3'000.00 (Three Thousand Euros) per day for each day away from the office; this amount will cover all hotel expenses and hospitality expenses at destination as well.
- c) All travel related cost shall be prepaid by client and payment shall be made not later than 10 banking days prior to the scheduled meeting dates.

All travel costs are refundable upon financial closure of the transaction. The cost will be included into the financial budget as pre-operating expenses for the project and will be refunded to the Applicant by the Joint Venture Company.

- Prior to any meeting Curatio Capital will provide a detailed meeting schedule to the Applicant. The meeting schedule will be tailor made for each Applicant's project and will indicate all matters to be discussed and analyzed over the two days.
- If both sides are in full Agreement during the initial meeting and a satisfactory comfort level between the parties has been reached, we will execute a Financial Service Agreement ("FSA"). This can be done during or after the meeting at the clients own discretion, but not later than 10 (ten) calendar days after the meeting has taken place.
- During the initial meeting and only in the event that a Financial Services Agreement has been signed between the parties during the meeting, Curatio Capital will be pleased to release the name of the Investor and their background to the Applicant. Furthermore, we will be pleased to present to you a collection of documents and information, proving a solid "Track Record" of the Investor programs and services. The information package reveals, verifiable "due diligence" conclusions, evidence of closings, and further information of the ability of the Investor to fund.

## **2. Financial Services Agreement (FSA)**

If both parties reach full Agreement during the evaluation phase and a satisfactory comfort level between the parties has been achieved, the parties will sign a Financial Services Agreement (FSA).

This can be done during or after the initial meeting at the clients own discretion, but not later than 10 (ten) calendar days after the meeting has taken place.

The consultancy and services work covered by the FSA includes inter alia the following:

- Our consultancy and advisory work during the entire process;
- Our time allocated for the preparation of the submission documents;
- Our time for the preparation of the analyses, reports and recommendations to Investor;
- Our introduction to and consultation with the Investor;
- Our consultancy and advisory work on the transaction after acceptance by the Investor;
- Assistance in preparing all documents and budgets\* in the format (and) as required by the Investor in cooperation with the Applicant during the entire process.

\*The budget will be prepared by the Applicant in cooperation with our company and in the format as outlined and required by the Investor once both the Applicant and the Investor have agreed on the general project design. The budget, once accepted by both the Applicant and the Investor, will

form part of the Memorandum of Understanding (MOU) or the JV Agreement, respectively, between the Applicant and the Investor.

### **3. Transaction Process**

The signing and execution of the Financial Services Agreement (FSA) will trigger the start of the transaction process.

### **4. Submission of the Application to the Investor**

After a successful meeting between the Applicant and Curatio Capital and the signing of the Financial Services Agreement, Curatio Capital will prepare and submit our assessment report, our recommendation to fund the project and the complete project documentation in the form as required by the Investor at our own expenses. This task will be accomplished within 10 (ten) working days after receipt of the completed documentation from the Applicant at the latest.

### **5. Video Conference with Investor**

After a successful application, the Investor will call for a video conference between the Investor, the Applicant and a senior member of our company in order to discuss the project in more detail, to ask additional questions and to get to know, at least visually, the project promoters. This conference call can take up to an hour.

### **6. Track Record and Background of Investor**

Prior to any video conference with the Investor and if not already done so during the initial meeting between the Applicant and Curatio Capital, we will receive clearance from the Investor to disclose its full name and details so that the Applicant will be able to familiarize himself with this private investment organization, its background and its track record

### **7. Template of Documents**

After a successful video conference call with the Investor and prior to any meeting with the Investor, you will be given access to a neutral draft of a general Memorandum of Understanding (MOU) and a neutral draft of a general Joint Venture Agreement (JVA).

### **8. Meeting with Investor**

Following a successful video conference call, the Investor will call for a first personal meeting with the Applicant and a senior member of our company. The first meeting will always take place in one of the Investor's offices in Europe. There will be charges for any time and/or travel related disbursements. The meeting will take two full days. In exceptional cases and at the sole discretion of the Investor, the first meeting could also take place at the Applicant's premises or at a mutually convenient location to be decided by the Investor. This meeting mainly serves to get to know each other and to see if the parties will be able to communicate and trust each other. Furthermore, the Investor will explain and discuss the procedures of the transaction and the

detailed terms and conditions of the cooperation between the parties and, finally, the project will be discussed in depth.

## **9. Memorandum of Understanding (MOU)**

Once both parties are in full Agreement and a satisfactory comfort level between the parties has been established, the Applicant and the Investor will sign a Memorandum of Understanding (MOU) or Head of Terms (HOT), which will subsequently form the basis of the Joint Venture Agreement.

The following items are an integral part of any MOU or HOT:

- Acceptance of the terms and conditions of the transaction by the parties;
- Acceptance of the general budget by the parties;
- Agreement on general project design between the parties, if applicable;
- Agreement on equity valuation, if applicable;
- Agreement on equity negotiation, if applicable

Once any Agreement has been signed between the parties, the Investor will bear all future costs for time, travel and work done on behalf of the project.

## **10. Compensation of Curatio Capital**

1. A success fee of 5% (Five percent) of the total investment amount is payable to Curatio Capital by the Applicant or the JV company, respectively.

2. Applicant shall compensate Curatio Capital for its operational expenses during the funding process with a refundable (in accordance with Article 10, point 2, item b), item c) and item d) of this Article) consultancy and service cost ("consultancy cost"), which shall cover:

- The preparation and submission of Applicant's initial and detailed Application to Investor;
- Direct introduction of Applicant to Investor;
- Provision of Curatio Capital's Consultancy Services to Applicant during the entire funding process;
- All Curatio Capital's time, work and operating costs throughout the complete process.

The consultancy cost shall be paid in the following manner:

- a) EUROS 30,000.00 (Thirty Thousand Euros) shall be paid within 5 (five) banking days after the signing of the FSA by both parties; receipt of the payment shall automatically activate the parties' formal engagement and commitment towards the funding process (effective date).
- b) In the unlikely event, that Applicant within 30 (thirty) days from the date on which the initial application was made by our Company on behalf of Applicant, does not receive any invitation to the video conference call with the Investor or a rejection of the application by the Investor, we shall submit within ten (10) banking days a new application to an alternative Investor on behalf of the Applicant, in complete accordance with the specific format and content required by the alternative Investor and at our company's own expense.

- c) Should the second Application be rejected by the alternative Investor we will refund the Consulting Cost to the Applicant within 10 banking days of the rejection date;
- d) The prepaid consultancy cost is fully refundable on financial closure of the transaction. The cost will be incorporated into the financial budget as pre-operating expenses of the project and will be deducted from the Success Fee payment to our.

## **12. Interest Validity**

Our Letter of Interest is **valid for 10 business days** from the date shown above. It will expire automatically if we do not receive your reply before the expiry date. An extension of the validity period will only be possible by mutual Agreement. However, in the event you confirm your interest after the expiry date of the original letter, we reserve the right to issue a new letter of interest based on the latest terms and conditions.