

# TERM SHEET



Corinth Group of Switzerland  
Stadtgartenweg 6  
CH-7000 Chur  
Switzerland  
Tel: +41 (0) 81 2551645  
[www.corinthinvest.com](http://www.corinthinvest.com)

DATE:



## Term Sheet for

1. **General** Corinth Group of Switzerland and its strategic investment partners, hereinafter referred to as Corinth, are pleased to provide this term sheet containing the principal terms being considered for an investment of USD or Euros **(amount) (amount in words)** in **(Applicant's name)** located at **(address and location of Applicant)** (the "Project Company,") and together with Corinth, (the "Parties"), for which Corinth through its regulated entities will advance 100% (one hundred percent) of the required capital in the form of a Debenture Loan Facility for the Project as defined below.
2. **Project Company** The Project Company (the "PC") is the legal entity of the Applicant in which the Applicant holds 100% (one hundred percent) shares.
3. **Project Description** As per the application document dated **(date)** and the ancillary documents sent together with the application document.
4. **Applicant**
5. **Investor** Corinth through regulated and licensed entities.
6. **Corinth's Management Company in Switzerland** Corinth Management Services AG  
Stadtgartenweg 6,  
CH - 7000 Chur, Switzerland  
  
Registration number: CHE-103.982.016
7. **Currency** Euros or the equivalent amounts in United States Dollars
8. **Debenture Loan Facility** Is the total sum of the amount stated in Article 1 above and the project development and consultancy fee as indicated in Article 22 below.
9. **Debenture Loan Term** Up to a maximum of 10 (ten) years including Grace Period, the Loan Term is to be confirmed or modified as mutually agreed between the parties.
10. **Debenture Repayment** Repayment will start six months after the final drawdown per the agreed repayment schedule.
11. **Grace Period** The Grace Period provided will be for a maximum of 24 months (twenty-four months) and will be mutually agreed between the parties. Such period will be the period before the commencement of the Debenture Loan repayment and the interest repayment. Unless otherwise agreed the first repayment will be six months after the final drawdown.
12. **Interest rate** 0% (zero percent)

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All terms described herein are subject to due diligence satisfactory to Corinth and final documentation satisfactory in form and substance to Corinth and its legal counsel.

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13. **Early Repayment Penalty** No Penalty will be payable in the event of an early Repayment of the Debenture Loan Facility.
14. **Drawdown Schedule** The Drawdown Schedule shall be agreed upon between the Applicant and Corinth. The drawdown schedule will form part of the Debenture Loan Agreement.
15. **Repayment Schedule** The Repayment Schedule shall be agreed upon between the Applicant and Corinth. The repayment schedule will form part of the Debenture Loan Agreement.
16. **Effective Date** The date that the Debenture Loan Agreement and related conditions of each Agreement have been satisfied to the satisfaction of Corinth.
17. **Funding Date** Funding into the PC will commence within 45 days (forty-five) after the effective date.
18. **Due Diligence**

From and after the date of the execution and return of the Term Sheet and the receipt of the complete due diligence documents and the KYC documents, the Applicant will allow Corinth and or its nominee companies and its appointed affiliate(s), their representatives and advisors full access to its facilities, books, records, key employees, and advisors, etc., if so, required by Corinth.

Corinth will bear the total expenses and costs related to all pre-closing activities, including all due diligence costs (financial, legal, commercial, and technical, if applicable) and all underwriting costs, inclusive of expenses related to the use of all third-party expertise (attorneys, accountants, due diligence companies, consulting engineers, valuers, appraisal firms, project managers, insurance brokers etc.) as stated above.
19. **Security Deposit**

The Applicant is obligated to provide Corinth with a Security Deposit in the following manner:

EUR 5,000,000.00 (five million Euros) upon signing the Debenture Loan Agreement in the manner described in point 20 below.
20. **Security Deposit Account** The Security Deposit as stated in point 19 above will be provided by the Applicant in the following manner:

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- a) Upon signing of the Debenture Loan Agreement by the parties, the Applicant will raise an SBLC issued by a Top 100 world bank with a face value of EUR 5,000,000.00 (five million) or the equivalent amount in United States Dollars in favor of Corinth. The SBLC must be cash backed and must be valid over the entire loan period or as agreed between the parties.
  - b) Should the applicant be unable to provide an SBLC in the manner as described under article a) Corinth would be able to assist the applicant with the purchase of an SBLC.
  - c) Corinth will supply the Applicant with instructions and information at the appropriate time.
21. **Signing of the Debenture Loan Agreement** Upon written confirmation by Corinth that the final due diligence has been successfully concluded the parties will sign the Debenture Loan Agreement.  
  
Upon signing of the Debenture Loan Agreement, the Applicant together with Corinth will proceed with the arrangements as stated in point 20 above.
22. **Project Development and Consultancy Fee** A Project Development and Consultancy Fee of 2% (two percent) of the total investment amount is payable to Corinth's appointed Management Company by the Applicant. The Project Development and Consultancy Fee will be included in the Drawdown Schedule and forms part of the total Debenture Loan Facility.
23. **Source of Funds** We confirm and declare that the funds for this project to be advanced by Corinth are clean, clear, and of non-criminal origin and have been legally derived from the source of typical origin and are free from any liens and encumbrances and total taxes have been paid on them.
24. **Anti-Money Laundering** The Applicant will complete the Client Information Sheet in accordance with the Patriot Act of October 26, 2001, and amendments thereto; Articles 2 and 5 of the Due Diligence and Federal Banking Commission Circular of December 1999 and its amended articles concerning the prevention of Money Laundering, and Article 305 of the Swiss Criminal Code and the respective information must be supplied to banks and financial institutions, for purposes of verification and the identification and opening of Bank Accounts.
25. **Governing Law** All investment agreements will be governed by the substantial laws of Chur, Switzerland or as defined by Corinth.

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- 26. **Confidentiality**                    The terms of this letter and the existence of the proposed Project are confidential and may not be disclosed by either Party except to legal and financial advisors and except as required by law. The Parties will only publicly announce the Project contemplated by this term sheet after the closing, except when and in the form agreed to in writing by the Parties.
  
- 27. **Press Announcements**        Before the issuance of any Press Release and subject to the terms of this Term Sheet and future Agreements, the Applicant (including the Board, any committee and or employee thereof) shall not issue any press release or make any public announcement in any form of media or social media regarding this Term Sheet and transaction without the prior written consent of Corinth.

This Term Sheet will expire on **(date)** close of business Swiss time.

With their signatures affixed below the parties hereby understand and agree unanimously that this term sheet becomes a legally binding document and remains valid until the signing of the debenture loan agreement by the parties. Swiss law applies and the courts of Chur in Switzerland are hereby accepted by the parties as an exclusive jurisdiction.

For and on behalf of Corinth

For and on behalf of the Applicant

Date:

Date:

Name:

Name:

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