

# Term Sheet

This Term Sheet by investing (the "Agreement") is made and effective \_\_\_\_\_.

Between: Regolith LLC (the "Investment Recipient"), a company, on the one hand,

And \_\_\_\_\_, hereinafter referred to as the "Investor", on the other hand, (Individually a "Party" and collectively the "Parties")

In this Agreement on the main terms of the transaction, the Parties have agreed on the main

## 1. TERMS OF INVESTMENT

On the basis of the representations, warranties, covenants and agreements contained in this Agreement and subject to the terms and conditions of this Agreement the Investor agrees to provide financing to the Investment Recipient in the amount of \$\_\_\_\_\_ (\_\_\_\_\_ US Dollars) (the "Investment" and/or "The total amount of investments").

As a confirmation of the Investor's guarantees and intentions to conclude the main investment agreement, the Investor under this agreement transfers to the Investment Recipient an amount of 10% (ten percent) of the Total investment amount. If the Investor refuses to enter into the main investment agreement with the Investment Recipient, the amount specified in this paragraph in the amount of 10% (ten percent) of the Total investment amount transferred under this Agreement, is not refundable.

The Investor undertakes to transfer to the Investment Recipient within 1 (one) calendar day from the date of signing this Agreement an amount in the amount of 10% (ten percent) of the principal amount of the investment. In case of non-receipt of payment from the Investor within the specified time, the Agreement is considered not concluded and is not subject to execution.

Investments will be directed to the development, arrangement, opening, development of a restaurant in the UAE under the concept of Franclub (hereinafter referred to as the Project).

The Investment Recipient undertakes to create, organize a joint venture and register, at his own expense, in accordance with the legislation, a commercial legal entity (LLC) for the development of the project, within 12 months, and undertakes to place shares of internal issue.

After the registration of the company, the Investment Recipient undertakes to independently take care of obtaining all relevant licenses and permits for the project, if such are necessary. The Investment Recipient independently bears the risks for violation of the licensing legislation.

After the registration of the company, the Investment Recipient undertakes to send a written notification to the Investor of its readiness to conclude the main investment agreement.

Investor undertakes to conclude the main investment agreement with the Investment Recipient, within 5 (five) business days from the date of notification.

The Investor agrees to pay the Investment Recipient a commission of 3% (three percent) ("commission") of the total investment amount, as a partial compensation for the costs of bank transactions, commissions and conversions

The Investor undertakes to transfer the Total amount of the investment and commission to the Investment Recipient within 5 (five) business days after signing the main investment agreement.

## 2. ASSIGNMENT

Neither party may assign or transfer its rights and obligations hereunder.

## 3. CONFIDENTIALITY

The Confidential Information under this Agreement shall mean any data including of business, technical and financial nature disclosed by the Disclosing Party to the Receiving Party in the form of documents, source materials as well as other information specified as confidential

The information disclosed orally or transferred by electronic means shall be considered as the Confidential Information if it is determined so when disclosed or if afterwards the Disclosing Party notifies about the confidential nature of this information (in the latter case the information is governed under the provisions of this Agreement from the moment of receipt of the notification by the Receiving Party). The Disclosing Party shall specify confidentiality of the relevant information when transferring the same, either in the subject of a message or in the name of a file.

Besides, the information shall be confidential if it is received by handling and processing of the Confidential Information.

Disclosure or transfer of the Confidential Information to the third parties shall be any intended or unintended disclosure by the Receiving Party (its officials, employees, partners) to third parties being either legal entities or individuals, of the data representing the Confidential Information of the Disclosing Party in any form, including written and oral one, disclosure of the original copies of the submitted documents or copies thereof or extracts therefrom including summaries; and when not safeguarding the Confidential Information results in third parties having access to the Confidential Information.

The Confidential Information may be disclosed by the Receiving Party if that Party is legally required to do so from an authorized state agency and (or) state court. In this case, Confidential Information shall be provided strictly in the extent required by the authorities and the Disclosing Party shall be immediately notified of the fact that it has received said request from the authorities.

The obligation to protect the Confidential Information is in effect for the entire term of this Agreement and for 25 (twenty-five) years from the date of its termination or early termination, except in cases when such information must be disclosed at the request of the legislative authorities.

Each party agrees that (without prejudice to any other remedies any such person may have) it shall indemnify the Disclosing Party, from and against all actions, claims, demands and proceedings from time to time brought against them and all losses, costs and liabilities from time to time and however suffered or incurred directly or indirectly in connection with or arising out of any breach by the Recipient, or any person to whom the Recipient has disclosed Confidential Information, of obligations under or pursuant to this Agreement.

Each party shall be liable for the non-performance or undue performance of this Agreement as prescribed by the applicable legislation.

#### **4. FORCE MAJEURE**

Neither party shall be liable for any failure to perform its obligations under this Agreement, other than obligations to may payment of money due, to the extent that such performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party (an "Event of Force Majeure") provided that such relief shall continue only for the duration of such Event of Force Majeure and the party affected shall use its best efforts to remedy the failure as quickly as is reasonably possible upon termination of the Event of Force Majeure.

#### **5. ENTIRE AGREEMENT, TERMS OF VALIDITY, TERMINATION, LANGUAGE OF THE AGREEMENT**

This Agreement supersedes all other prior agreements made between the parties with respect to the subject matter of this Agreement and contains the entire agreement between the parties.

This Agreement shall terminate if: (i) the Parties have executed a written instrument terminating this Agreement; (ii) the Investor has become a legal and beneficial owner of the Shares as stipulated in the above Agreement, (iii) any of the Parties is or has become subject to any of the Sanctions.

This Agreement has been executed in two (2) originals.

This Agreement shall become effective from the moment of its signing by the Parties and be valid an unlimited period.

The Parties act as independent entities and are not entitled to conclude agreements on the other Party's behalf, or otherwise to bind the other Party.

The Parties are not entitled to transfer rights or obligations under this Agreement to others.

Changes or additions to this Agreement requires consensus among the Parties, and changes or addition attached this Agreement as a supplement, and this supplement is signed by both Parties.

Each Party will bear its own costs in connection with the conclusion of this Agreement.

The Parties have agreed to interact during the execution of the contract by exchanging documents in any of the following ways, not prohibited by law: the transfer of documents, information and business correspondence by e-mail, using the instant messaging system between the Parties to the Contract (messengers), by posting in cloud services and other methods that have developed from practice, established in the relationship of the Parties. The data obtained by one of these methods is equated to the written original.

The Agreement is subject to the law of the Saint-Vincent and the Grenadines.

Any dispute arising out of or in connection with this Agreement shall be settled by the court of the Saint-Vincent and the Grenadines.