



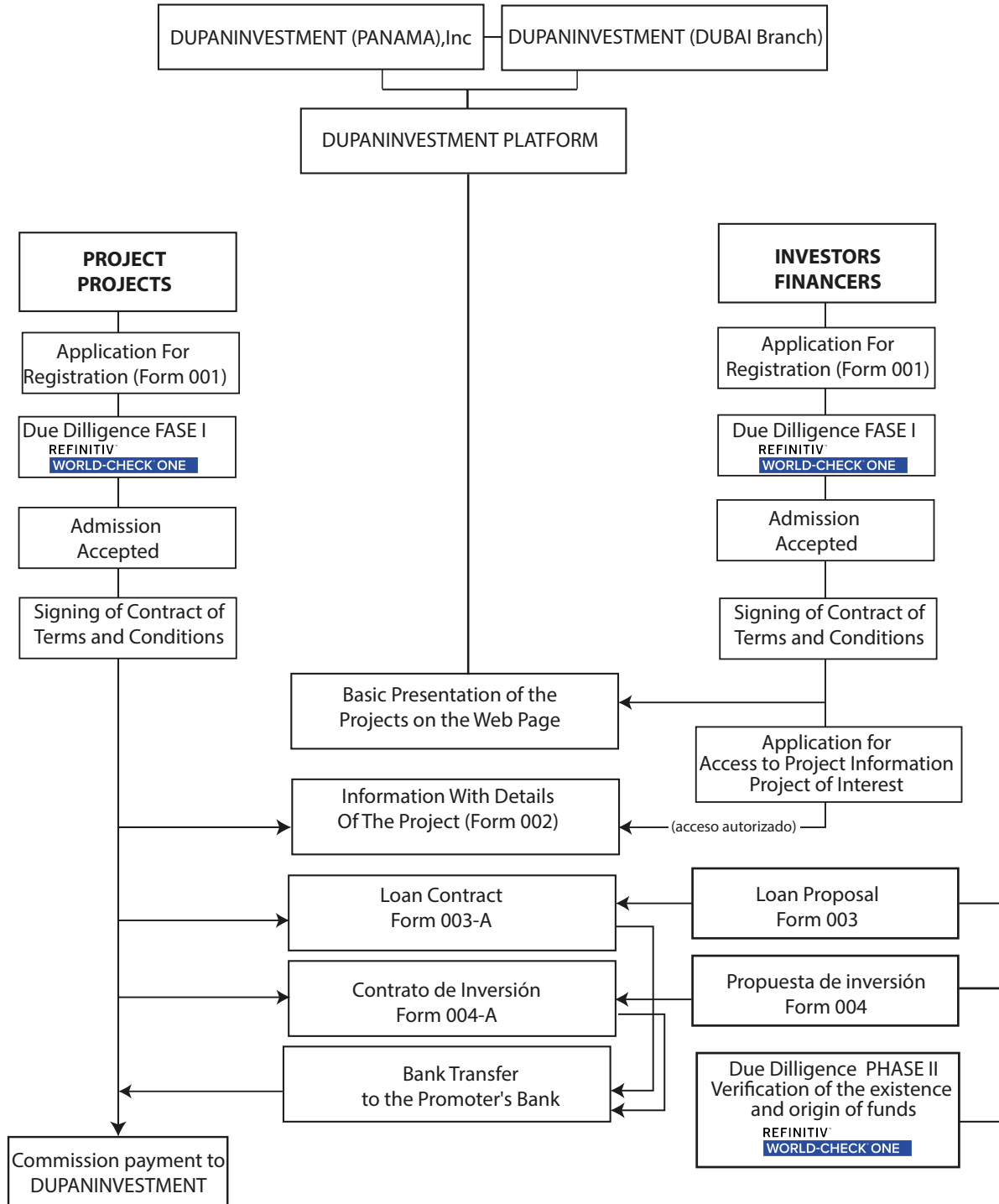
# Dupan Investment

FINANCING AND INVESTMENT FACILITATION MARKET

AMERICAN COUNTRIES - PANAMA ↔ DUBAI - MENA - ASIA



The objective is to facilitate the meeting between fund providers (investors and financiers) and project promoters from countries in the Americas and the Middle East to finalize investment and financial transactions that promote the development of specific projects.



# DUPANINVESTMENT

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## TERMS AND CONDITIONS

### QUIS AND WHO WE ARE:

**DUPANINVESTMENT:** is a digital and virtual platform organized to facilitate the meeting between Project Promoters and Fund Providers, duly certified, to negotiate, directly and independently, financing and / or shareholding in the capital of the companies and businesses to be developed. Dupaninvestment's services are mainly focused on the market of the countries of America (including the Caribbean), the Middle East, the Mediterranean and Asia.

**DUPANINVESTMENT:** operates through the corporation Dupaninvestment, Inc., duly incorporated and registered under Law No. 32 of 1927 on corporations of the Republic of Panama and a branch in Dubai duly incorporated and registered under the Laws of the United Arab Emirates. The registered office is located at BPO'S Panama Digital Free Zone, Brisas del Golf, Saint George Street, Building 003, Panama, Republic of Panama.

**DUPANINVESTMENT:** is registered with the National Securities Commission of Panama with license No. . . It is not registered on the Panama Stock Exchange because it is a platform for external services and without direct participation in the mechanisms and processes of negotiation and contracting of financing or investments, which are generated among the participants. nor in the United Arab Emirates. DUPANINVESTMENT does not provide assistance, advice, or financial, investment, or any kind of recommendations related to the activities and negotiations that are carried out between the participants.

### CONCEPTS:

#### THE DUPANINVESTMENT PLATFORM:

It is the set of components, codes, accesses and processes that facilitate communication and interaction between authorized Participants.

#### PROJECT PROMOTERS

They are natural or legal persons (private companies), both with identity and duly certified legal activities, well organized, structured and with economic solvency and solid guarantees, who seek funds for the execution of new specific projects and / or expansion of their productive activities.

#### FUNDERS:

Companies or investment and/or financing entities with identity and duly registered and certified legal activities, which are able and willing to provide funds, through loans and/or investment, to companies registered on the platform for the execution of their new and/or expansion projects.

**PARTICIPANTS:**

They are the Project Promoters and Fund Providers duly accepted and registered on the Dupaninvestment platform.

**PARTICIPANT REGISTRATION AND PRIVACY POLICY:**

All Participants (Project Promoter and Funding Provider) undertake to provide the true, reliable and certified data on their identity, that of their main managers, required in the admission forms. It must also provide specific and reliable information on the nature and operations of its business, origin and use of its funds, in accordance with local and international provisions against money laundering, financing of terrorism and corruption, established in Law 23 of April 27, 2015, and other decrees or resolutions that regulate it. . These data will be subjected to due diligence to verify their veracity. Dupaninvestment processes and maintains all this data with strict confidentiality.

**ACCESS TO THIS PLATFORM:**

Access to this platform is allowed through prior registration and acceptance as a member after a due diligence process and the signing of the contract as a Participant. We reserve the right to admit, manage, timely and restrict your access to part or all of it. The actions and technical arrangements necessary to have access to the platform are your sole responsibility.

**COSTS OF USING THE PLATFORM:**

Costs include: annual membership in the amount of US\$250.00, payments for advertising on the website, fees for due diligence services, a rate of 2% on the total amount of funds obtained in financing and / or investment for each project, payment by the recipient of the funds. Dupaninvestment, Inc. reserves the right to update these costs from time to time and provide at least six (6) months' notice of their entry into force.

**HOW IT WORKS:**

- 1- Register on the platform as a Promoter or as an investor using Form N°001 (Form 001)
2. The Promoter submits to Dupaninvestment, Inc., the following:
  - 2.1- The basic profile of your project, new and / or business expansion (Form 002).
  - 2.2- The prefeasibility study that presents the nature, objectives, administrative and operational organization, preliminary projection of financial statements for five years.
  - 2.3- Formal request for the funds required by the project, in terms of financing and / or participation in the capital of the promoter company. This request is made using form No. 005 (Form 005).
- 3- Dupaninvestment, Inc. publishes on the website a summary of the basic profile of the project in the pre-established format.

4- Investors and financiers (Participants) access profile publications on the website. Once they identify one or more projects in which they are interested in evaluating to invest and / or finance, they request complementary information from Dupaninvestment, Inc.

5- The interested investor(s/financiers) present their investment and/or financing proposal to the Promoter and a negotiation is initiated between them, directly and independently. Participants shall keep Dupaninvestment, Inc. informed of the progress and final outcome of the negotiation.

6- The closing of the negotiation must be reflected in a formal financing and/or financing contract: The loan agreement form (Form 003-A) and the investment contract form (Form 004-A) are available.

7- The negotiation can conclude with a sustained withdrawal, by one or both parties. This result must be reflected in a formal document signed by both parties. In the event that, after having withdrawn from the offer, the Participants in the negotiation close a contract outside the functional scope of the Platform, they must each comply with a sanction corresponding to 2% of the amount negotiated.

8- The total amount of the closing of the transaction recorded in the contract must expressly include the 2% that corresponds to Dupaninvestment, Inc. The investor/financier will make the bank transfer in two items: 5.1- The amount corresponding to the Promoter to the bank account he registered. and 5.2- The amount of 2% of that total that corresponds to the commission of Dupaninvestment, Inc.

9- The closing of the contract must be signed by both parties by electronic signature.

#### **UPDATE OF THE PLATFORM AND THE TERMS AND CONDITIONS:**

Dupaninvestment reserves the right to update, modify, delete and introduce new items at any time. Any changes made will be notified by direct notes to each Participant and periodic messages in the news section of the website.

#### **INTELLECTUAL PROPERTY RIGHTS:**

We own all intellectual property rights in this Platform and the material published on it. These contents are protected by copyright laws and treaties around the world. All rights reserved.

#### **CORRECT USE OF THE PLATFORM:**

The Participants are responsible for the correct use of the services provided by the Platform and the technological mechanisms that allow their access in an effective, efficient and lawful manner, without incurring violations of any kind. Any incorrect use and / or violation of the legal provisions established in this regard will imply corresponding legal processes and sanctions.

#### **RESPONSIBILITY OF DUPANINVESTMENT:**

The material displayed on this Platform is provided without any warranty, condition or warranty as to its accuracy. Consequently, and in accordance with the provisions of the laws in this regard, Dupaninvestment, Inc. companies and third parties related to it, expressly exclude the following:

1- All conditions, warranties, and other terms that might otherwise be implied by law, common law, or estoppel.

2- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with this Platform or in connection with the use, inability to use or the results or use

of it, any website linked to it and any material published on it, including, without limitation, any liability for:

3- Loss of income or remuneration; loss of business; loss of profits or contracts; loss of anticipated savings; data loss; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising from and caused by tort including negligence, breach of contract or otherwise, even if foreseeable.

4- We are not responsible for the content published by Project Promoters, Fund Providers and third parties, including the content of presentations, presentation videos, images, photos and others.

Dupaninvestment assumes all applicable liability established by law, including liability for fraud or fraudulent misrepresentation.

**APPLICABLE LAW:**

The use of this Platform is governed by the provisions established in this regard by the legislation of the Republic of Panama. The resolution of conflicts and controversies arising in the operation of the Platform is covered by the Conciliation and Arbitration Center of Panama established by Law No. 131 of 20213 that regulates National and International Arbitration in Panama.



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