

Terms and Conditions on Investments

Between _____
hereinafter called **Investor**

and **BrainsToVentures AG (b-to-v)**, Blumenaustr. 36, P.O. Box 142, CH-9004 St. Gallen,
hereinafter called **b-to-v**

Preamble On Private Deal Network (privateDN) Investors as members have access to deals being presented by b-to-v and other members. These deals all have been pre-screened by b-to-v, the operator of privateDN. Any time an Investor invests in such a deal the following terms and conditions shall apply, regardless b-to-v has been involved in the preceding investment process or not.

Investment After the successful arrangement of the transaction and the closing of a financing contract between the parties involved, the investor owes b-to-v a success fee of 5% on the investment amount.

The success fee has to be paid by all investors who invest within 24 months following the signing of the first financing contract. Thereby, the success fee is also applicable to spin-offs and subsequent corporations.

If the investor passes an investment opportunity, which was first presented to him by b-to-v, on to a third person, b-to-v also charges the third person a success fee.

In case of financing rounds which are assessed lower in relation to the first round (down-round), b-to-v may abandon its claim for a success fee in particular cases.

b-to-v shall abandon its claim for a success fee if the Investor has known the deal before. In that case the Investor shall inform b-to-v about that situation.

Services of b-to-v Services of b-to-v on privateDN include the following:

- Administration of deal flow
- Verification and pre-screening of deal flow
- Matching of deals in forums of privateDN

Additional Advisory Services All additional advisory services demanded by the Investor, such as due diligence, structuring or monitoring, will be charged separately according to b-to-v's own terms and conditions.

Rights and Duties of b-to-v b-to-v has no obligation to check and/or verify information, reports, analyses, business plans, etc.
b-to-v is obliged to discretion and to handle all Investor information in strict confidence.

Rights and Duties
of the Investor

The Investor has no obligation to conduct a financing contract.

The Investor has to inform b-to-v about the closing of a financing contract with a contact detected or procured by b-to-v. He also has to inform b-to-v about the amount of money to be invested.

The Investor is obliged to keep all information of the specific project received directly or indirectly through b-to-v or through another business relation of b-to-v confidential and uses it only for the verification of an investment opportunity. If the Investor decides not to invest, all information received has to be deleted or – if requested by b-to-v – to be destroyed or handed back.

Liability

b-to-v's assignment is the arrangement of a contact and to detect an opportunity to conduct a financing contract. b-to-v is neither an advisor nor a consultant for the Investor's investment decisions.

b-to-v does not provide for solidity, quality and seriousness of the investments accounted for or procured.

b-to-v does not give investment recommendations. The Investor makes investment decisions on his own account.

Economical risks in case of an investment are solely carried by the Investors. b-to-v is not liable for any damage resulting from the investment in early stage companies. For Investors domiciled in Germany b-to-v explicitly alludes to the fact that b-to-v is not subject to any collateral according to the German Banking Act.

The Investor confirms with his signature that he fulfils the criteria of an accredited investor in compliance with SEC Rule 501(a) of SEC Regulation D, i.e. his net worth exceeds EUR 1.0m and income has been greater EUR 200,000 in each of the two most recent years.

Place and Date

Investor

St. Gallen, _____

b-to-v