

TERMS AND CONDITIONS

These terms and conditions ("Terms") govern the relationship between the investment company ("Company") and the investor ("Investor") and set forth the terms and conditions under which the Investor may invest in the Company.

1. INVESTMENT

- a. The Investor may invest in the Company subject to the terms and conditions set forth in this Agreement.
- b. The minimum investment amount is [MINIMUM INVESTMENT AMOUNT], which may be increased or decreased by the Company in its sole discretion.
- c. The Company may, in its sole discretion, accept or reject any investment.

2. INVESTMENT TERMS

- a. The investment shall be made in accordance with the terms set forth in the Company's private placement memorandum (the "PPM").
- b. The Investor acknowledges that it has received and read the PPM and understands and agrees to the terms and conditions contained therein.
- c. The Investor agrees to execute any additional documents required by the Company in connection with the investment.

3. FEES AND EXPENSES

- a. The Investor shall pay any fees and expenses associated with the investment.
- b. The Company shall be entitled to deduct any fees and expenses from the investment prior to disbursing the net proceeds to the Investor.

4. REPRESENTATIONS AND WARRANTIES

- a. The Investor represents and warrants that it has the financial capacity to make the investment and that it is acquiring the securities for its own account and not with a view to the resale or distribution thereof. has carefully considered the risks and uncertainties associated with the investment.

TERMS AND CONDITIONS

b. The Investor acknowledges that the investment involves a high degree of risk and that it has carefully considered the risks and uncertainties associated with the investment.

c. The Investor represents and warrants that it is an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended.

5. CONFIDENTIALITY

a. The Investor agrees to keep confidential all information provided to it by the Company, including but not limited to financial information, trade secrets, and proprietary information.

b. The Investor agrees not to disclose such information to any third party, except as required by law or regulation.

6. GOVERNING LAW

a. These Terms shall be governed by and construed in accordance with the laws of the state in which the Company is organized, without giving effect to any choice of law or conflict of law provision or rule.

b. Any dispute arising out of or relating to these Terms shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

7. MISCELLANEOUS

a. These Terms constitute the entire agreement between the parties and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

b. These Terms may not be amended or modified except in writing signed by both parties.

c. These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

d. The failure of either party to enforce any provision of these Terms shall not be construed as a waiver of such provision or of the right to enforce such provision.

IN WITNESS WHEREOF, the parties hereto have executed these Terms as of the date first above written.