



TANGIBLE
Middle East Investments



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FINANCIAL PARTICIPATION FORM
(INVESTING WITH A CAPITAL GUARANTEE)

FINANCIAL PARTICIPATION APPLICATION FORM
INVESTING WITH A CAPITAL GUARANTEE

Date:.....

Dear

Warm greeting,

I am pleased to present to you my request for your approval to participate in the project proposed in this form.

1) Name of the company requesting financial participation (the “Applicant”):

Name:

Address:

Web Site:

2) Amount of financial participation sought (in USD or EUR):

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3) Desired term of the financial participation (number of years before full repayment):

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4) Authorized contact person within the Applicant (please do not list an external advisor as contact):

Name :

Title :

Telephone:

E-mail :

5) How long has the Applicant been in business?

Date of incorporation :

Place of incorporation :

6) Brief description of the Applicant's business:

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7) Brief description of the purpose of the financial participation (the "Project"). Please provide a brief and specific paragraph summarizing the Project and the intended use of the requested financial participation, even if a more extensive business plan is attached.

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8) What is the total cost of the Project (the “Project Cost”), including money already spent and future financial participation already committed from other sources (in USD or EUR):

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9) Of the Project Cost above, how much has already been spent to date (in USD or EUR) and where did this financial participation come from? Please list the amount of cash spent to date, as reflected in the financial statements (not the perceived value of time devoted to developing the Project).

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10) If the requested financial participation is for less than the total remaining part of the Project Cost, please list the sources of other financial participation.

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11) Does the Applicant have the ability to provide a cash, or cash equivalent, Collateral Deposit? For the purpose of this question, “cash equivalent” refers to valuable items that can be easily valued and moved, it does not include real estate, land or licenses.

YES : NO :

If “yes” – please indicate the available and/or preferred option below (please note that either option is acceptable, but the terms and conditions of a possible financial participation may vary depending on the type of collateral available):

- 15-20% of the requested financial participation amount in the form of cash;
- 30-50% of the requested financial participation amount in the form of blocked funds or cash backed bank guarantee (MT760) issued by Applicant’ s bank (USD 5 million minimum);
- Other financial instrument or security (please elaborate and, if possible, attach a copy):

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If “no” – would the Applicant like to be considered for insurance advisory support for Insurance Bond?

YES : NO :

Does the Applicant accept the mandatory Advisory Fee to TANGIBLE for providing the requested financing? (Fees shall be calculated based on the project, and payable after signing the Advisory Agreement):

YES : NO :



12) Can the Applicant accept a Bank Guarantee, and receive cash or credit line from their bank against this bank guarantee for financing the project

YES : NO :

If yes, can the Applicant provide a bank letter from their bank to confirm this?

YES: NO :

Does the Applicant accept the mandatory Advisory to TANGIBLE for issuing the Bank Guarantee?:

YES : NO :

13) Does the Applicant currently have any fixed or tangible assets (not listed above) available as collateral?

If so, please list these assets and their estimated values below:

YES : NO :

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14) Does the Applicant currently have any outstanding debt or other liabilities? If so, please list the creditors and estimated amounts below:

YES : NO :

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15) Does the Applicant, or any of its Directors, have any adverse judgments, bankruptcies, voluntary or involuntary insolvencies in the past ten years? If so, please provide details below, or in a separate attachment.

YES : NO :

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16) Please elaborate on the “Exit Strategy” – i.e. when and how does the Applicant expect to generate funds to repay the financial participation amount:

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17) What is the “time frame” for the requested financial participation? Please list the ideal timing, as well as the latest acceptable timing for all or part of the requested financial participation? Please be realistic and indicate any flexibility on timing, as well as ability to draw over time.

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18) Are you currently in discussions with any other groups, other than TANGIBLE, about obtaining financial participation? If so, with whom?

YES : NO :

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Frequently asked questions by our partners

- 1 . Q: What is the percentage of participation out of the financing?
A: The percentage of participation in the project is determined according to the agreement, and there is no direct funding for the project
- 2 . Q: In case there is a project loss, who bears the loss and at what rate?
A: Both parties bear the percentage of loss, according to the percentage of participation by each party
- 3 . Q: What is the term of the financing contract?
A: The period is determined by the contract between the two parties. Taking into account the type of participation, whether it is permanent or limited (partnership for a specific time period)
- 4 . Q: What is the payment schedule?
A: The schedule of payments is adhered according to what is included in the contract
- 5 . Q: Is the funding secured?
A: Any amount introduced into the project is insured
- 6 . Q: What are the guarantees required by the applicant in return for financing?
A: There are no guarantees in the case of partnership. As for the expenses arising from this partnership, they shall be paid by the receiving party (demander) of these funds/partnership

Note: The percentages are determined and the project is evaluated after the application is filled out



Important Instructions:

- Year 1 shall represent the first 12 months starting as of the receipt of the requested financial participation.
- The line item “Annual Cashflow” should equal the total cash needed (or generated) during the year.
- The line item “Cumulative Cash Flow” should equal the total cash needed for (or generated by) the project from the start until the end of the applicable year.
- Please complete the above financial summary, even if a more detailed set of financials is submitted as part of this Application.

DOCUMENTS AND REFERENCES REQUIRED

- Copy of Commercial Registration
- Copy of Industrial License
- Copy of Board Authorization to Authorized Signatory
- Copy of Project Plan and Business Plan
- Name and Address of Main Company Bankers

This Financial Participation Application shall be filled out using either US Dollars or Euros as currency for all financial aspects. Please use the same currency throughout, and do not use local currency.

Please answer all questions truthfully, and to the best of your knowledge, and mark any non-applicable fields as “N/A”. Please make sure to initial each page and sign and date the Important Declaration on the last page.

Please submit the completed Financial Participation Application directly to:
contact@tangiblemiddleeast.com or b.alhussinan@tangiblemiddleeast.com
or through our local client in the country of the project

We will study your Application promptly and you should expect to hear from us within 1-2 weeks, assuming your application is completed and signed as indicated.



IMPORTANT DECLARATION

- 1) In submitting this Financial Participation Application (the “Application”), the Applicant acknowledges that all information received from and through TANGIBLE, including but not limited to TANGIBLE and/or one of subsidiaries is in direct response to the Applicant’s request and shall not in any way be considered solicitation of services, funds, funding, or any other type of offering.

The Applicant declares and acknowledges that neither the Applicant nor TANGIBLE is a licensed securities broker or dealer, government employee or agency, and there has not been, or will be, any licensed securities brokers or dealers, or government employees or agencies involved in this transaction.

- 2) The Applicant authorizes TANGIBLE and its affiliates, contractors, and collaborators to engage in a due diligence concerning the Applicant and the Project, and to obtain any and all information or documents deemed necessary by TANGIBLE, in its absolute discretion, to complete its due diligence.
- 3) The Applicant confirms that the information contained herein, as well any and all other documents submitted to TANGIBLE, including business plans, executive summaries, financials, etc., are true, correct and official confirmed and authorized by the relevant authority and/or entity (e.g. financial statements must be confirmed and authorized by a certified CPA, banking records must be confirmed and authorized relevant bank, legal documents must be confirmed and authorized by a certified notary etc.).
- 4) The Applicant agrees to treat all information received from TANGIBLE in response to, or related to, this Application, including but not limited to any Term Sheets or other transaction related documents or details, as Confidential Information. The Applicant shall not disclose Confidential Information to any other person or entity, except as required by law, without the prior written authorization by TANGIBLE, and if so only if the receiving party is bound by confidentiality agreements at least as stringent as those between the Applicant and TANGIBLE.
- 5) This Application and any other dealings between the Applicant and TANGIBLE, unless otherwise agreed in writing, shall be governed by the Laws of England and Wales. Any dispute shall be settled by arbitration in accordance with the rules of London Court of International Arbitration. Any such proceedings shall be held in London in the English language.

Agreed and Accepted:

Name:

Title:

This form is considered private and is not negotiable for other parties and will be dealt with in strict confidence.

