



## TERMS & CONDITIONS

**“OAS” means Ocean Assets Sarl**, a private company registered in Valais, Switzerland (Registered number: CHE-477.565.977). BlueDeals is an initiative owned and operated by OAS.

**OAS endeavours to introduce** eligible Projects to suitable Funders.

### 1. Aims of the Terms & Conditions

1.1 This document gives the Terms & Conditions for use of our website ([oceanassets.org](https://oceanassets.org)), Privacy Policy and functioning of the BlueDeals platform.

1.2 You confirm your understanding of these Terms, and gain access to the BlueDeals platform, by ticking the box *Accept* at the end of the Registration Form.

### 2. Services Offered

2.1 OAS introduces Projects (ie, enterprises in the Sustainable Blue Economy of the Global South) to providers of finance: debt, equity, grants. We deal with a variety of Funders on behalf of Projects that meet our requirements. We are an introducer, not a direct funder.

2.2 We support Projects in seeking to obtain an appropriate funding solution to meet their specific requirements. Specifically, we will provide Projects with:

- a) An assessment of the specific funding and business requirements;
- b) Recommendations to improve readiness with introductions to experts;;
- c) Introductions to appropriate Funders; and



d) Assistance negotiating the terms of finance.

### 3. Remuneration

OAS is compensated for its services with an Introduction Fee depending on the type of finance, according to industry standards. By registering on BlueDeals, the Project Owner agrees to pay to OAS the following introduction fees, within 30 days of receipt of proceeds:

- 3.1 Debt & Grant Finance: 1% of proceeds to be paid by the Project Owner to OAS.
- 3.2 Debt & Grant Proceeds < \$1mn: Flat fee of \$10k to be paid by the Project Owner to OAS.
- 3.3 Equity Finance: 6% proceeds to be paid by the Project Owner to OAS.

**3.4 Reporting:** The Project may provide a list of investors to be excluded from contact by OAG ("List of Excluded Investors"). OAG will provide Quarterly Status Reports of contacts made on behalf of the Project. OAG shall be entitled to receive fees noted above from the Project on investments made by those noted on the Quarterly Status Reports and not on the List of Excluded Investors.

### 4. Limitation of Liability

4.1 Our responsibility under these Terms of Business is to assist Projects to find Funders willing to provide financing to the business in accordance with the needs that are disclosed to us. We are not responsible for the manner in which any Project uses the finance or the consequences of these financial transactions.

4.2 Any discussion that a Project has with a Funder that is outside the scope or purpose of these Terms of Business, and the consequences of such discussions, are not our responsibility.

4.3 We introduce Funders on the basis that we have used reasonable care to ensure that those Funders are responsible businesses. We do not accept responsibility for any loss or costs to a Project caused by a failure in a Funder.



4.4 A Project must, to the best of its knowledge, present accurate and current documentation upon request to OAS and Funders.

4.5 We do not provide legal advice. It is the Project's responsibility to seek legal advice from an appropriately qualified legal practitioner.

4.6 We are not responsible for advising any Project on the solvency of its business, nor are we responsible to any Funder for a Project that becomes insolvent.

4.7 We do not provide taxation, fiscal or investment advice.

4.8 Information on our website does not constitute any form of advice, recommendation, representation, endorsement or arrangement by us and is not intended to be relied upon by any party in making any specific investment or other decisions. All parties should always carry out their due diligence on products and counterparties of interest.

## **5. Privacy Policy & Non-Disclosure**

5.1 We collect information from the users of our website in order to deliver our services (section 2), to facilitate communications between Projects and Funders, and to improve our website. This falls under the European privacy law concept of "legitimate interests" as a justification for collecting and processing the information that you agree to provide.

5.2 No information gathered on our website or shared between parties in the BlueDeals initiative shall be disclosed to any third party unless we are required to do so by a legal or regulatory authority.

## **6. General Disclaimer**

6.1 We provide our website and services in good faith but we do not warrant the completeness, truth or accuracy of the information found on our website. You acknowledge and agree that: (i) your use of the website and BlueDeals service is at your own sole risk; and (ii) you bear full responsibility for your own Company finance research and decisions. Under no circumstances, will we or our affiliates be held liable to any party for any type of loss resulting from the use of our website or services.

6.2 These Terms shall be governed by the laws of Valais, Switzerland and any dispute with any party will be resolved in mediation (as a first resort) or in the Courts of Valais, Switzerland.