

TERM SHEET

Set forth below is a brief outline of the proposed terms (Term Sheet) of an agreement under which the Land Owner (as defined below) shall make available to Poshtel (as defined below) an area for the business of Poshtel as set out in the Presentation attached as appendix 1

This Term Sheet does not set forth all of the necessary provisions of the contemplated agreement, and those terms which are set forth below are merely a brief non-binding outline of the proposed principal terms of an agreement. Please further note that the terms set forth below are subject to the confirmation of underlying factual information in the due diligence process and the signing by the parties of detailed legally binding agreement(s). This Term Sheet does not commit either Land Owner or Poshtel to enter into any definitive agreements. With the exception of the provisions entitled Confidentiality and Governing Law and Disputes, this Term Sheet shall not constitute any binding obligations on either party.

I. DEFINITIONS

Land Owner:

Poshtel:

Poshtel International ApS,
CVR no. 38221299
c/o Hippocorn Artillerivej 86, 5. th.
2300 København S,
Denmark

II. TERMS OF THE TRANSACTION

Parties; Land owner (LO) and Poshtel International ApS (DK) or a subsidiary (Poshtel)

Terms	Comments	Responsible: Poshtel	Responsible: LO
Term/ Notice period	<p><i>LO Commitment: a minimum of 7 years depending on number of suites.</i></p> <p><i>Poshtel Commitment: a minimum of 7 years, with right to exercise an early termination if agreed milestones (to be defined) are not met.</i></p>	X	X
Number of suites/period/extension possibility	<i>To be agreed upon</i>	X	X
LO to provide piece of land matured incl. landscaping for Poshtel Suites according to Poshtel specifications	<i>Poshtel construction team to signoff on final layout, design and actual number of suites.</i>	X	X
Access to the area (Land Accessibility and basic public safety standards)	<i>Landowner must make sure access to area is possible (Land should meet Poshtel accessibility criteria for both construction requirements and public access.)</i>		X
<p>LO to provide collateral for Poshtel financing with their land</p> <p>LO Financing Contribution: LO to provide a financing / investment as part of the deal structure by:</p> <ol style="list-style-type: none"> 1) Making the Land available to Poshtel as collateral for financing. 2) Contributing capital in cash or other 	<i>Will be lifted as financing is amortized.</i>	X	X

<p>agreed options (up to the value of the Land?)</p> <p>Poshtel to secure financing in the case of option 1. Option 1 is subject to additional capital requirements by LO under certain circumstances.</p>			
Vat applicable	<i>To be investigated for the territory</i>	X	X
Taxes	<i>To be investigated for the territory</i>	X	X
<p>LO to provide information about local building codes, compliance rules, importing issues</p> <p>Registration duties</p> <p>LO to secure relevant permits to enable project implementation.</p>	<i>Poshtel to implement in build project accordingly. LO will be required for submittals for zoning and property information, and obtaining all permits from building and safety department, and be the lead for all government related matter in relation to the land property.</i>	X	X
Earnings will be disbursed by Poshtel and will follow the revenue waterfall as described in the Poshtel simple model.	<i>Landowner will receive 41% Rental Income after financing, corporate services, booking, software, marketing and franchise compensation... See poshtel.io/franchise</i>	X	
The suites will be installed, operated and financed by Poshtel international incl. maintenance	<p><i>LO is not allowed to make any changes to the suites after they are signed off. Local design changes to be discussed with Poshtel.</i></p> <p><i>The LO and Poshtel need assess what licenses we need to operate in each country. Poshtel to provide construction requirements to LO in order to secure relevant permits</i></p>	X	
Consumption/Energy, water, waste, toilets, bath, etc. supplies	<p><i>Will be handled by Poshtel and paid by the guest as a pay per service</i></p> <p><i>LO is required to assist with utilities connections.</i></p>	X	X
Surrender of the area upon termination	<i>To be agreed upon</i>	X	
Insurance	<i>Assess how we manage liability in and around the property E.g., what if someone</i>	X	X

	<p><i>breaks their leg in a pothole next to the container or what if the container catches on fire or theft in the a guest has been burglarized or guest damage the property itself</i></p> <p><i>What happens in the suite is Poshtel responsibility and what happens on the grounds is LO's</i></p>		
External Grounds	<i>LO responsible for Property maintenance around Poshtel assets to ensure its safe and clean</i>		X
Provide support / maintenance assistance (aka building superintendent) of Poshtel assets when requested...eg., obtain an electrician or a waste management specialist to come on site, complete minor repairs...)	<i>To be discussed with LO. IE whom is this outsourced to LO or 3rd party?</i>	X	X
Clear guidelines and parameters regarding the use of Poshtel assets when not occupied	<i>To be discussed with LO</i>	X	
Termination or break clauses for both parties (that would be fair) in the event of unforeseen circumstances	<i>To be agreed upon</i>	X	X
Financial terms	<p><i>AirBNB to Escrow</i> <i>Escrow to financing</i> <i>Escrow to Corporate Services Group</i> <i>Escrow to Landowner</i></p> <p><i>Quarterly payments (optionally monthly with a discount)</i></p>	X	X
Governing law	<i>Arbitration under Danish Law</i>	X	
Show proof of ownership	<i>LO must show proof of ownership (and when required title insurance.)</i>		X

III. DUE DILIGENCE AND TIMETABLE

Due Diligence: The due diligence shall include information and material as requested by

the Poshtel.

Timing: The agreed time plan, which the parties shall use all reasonable efforts to comply with, is as follows;

Action:	Timing:
Completion of due diligence	No later than []
Draft of documents	From completion of due diligence to []
Negotiations	
Signing	Before
Closing	No later than

IV. DOCUMENTATION

In general XX shall provide drafts of the relevant documentation to complete the Transaction between the parties.

The drafting of relevant documents will commence as soon as the due diligence has been completed to the Poshtel's satisfaction.

V. OTHER TERMS

Confidentiality: The existence and details of this Term Sheet shall remain confidential.

The parties affirm that all due diligence documents and other materials surrendered on the basis of this Term Sheet, and all information pertaining thereto that has not been expressly intended for publication shall fall within the scope of commercial secrecy and shall constitute confidential material to be kept secret. The same considerations shall apply to any information concerning the other party or its commercial or other operations of which a party learns in the course of performing his contractual functions and which is of confidential character or which the other party has designated as confidential.

The parties shall keep the material and information referred to above

secret from any third parties. The parties shall also be liable when it comes to ensuring that their employees and subcontractors who have access to the said materials or information are bound by a corresponding duty of confidentiality. The parties shall be liable in full for all damages caused to the other party through any infringement of the duty of confidentiality specified in this clause of the Term Sheet.

The duty of confidentiality specified above shall not apply to material or information:

that is generally available, commonly known or otherwise public, otherwise than on account of a breach of this provision by the receiving party after the said party received the information;

which was demonstrably in the possession of the receiving party with no duty of confidentiality attached thereto before it was received from the other party;

which a party has demonstrably developed independently and without recourse to materials or information that it received from the other party;

which a party or its corporate group is required to publish or disclose pursuant to official order or to a decision of a court of law;

publication of which the party surrendering the material or information has approved by prior written consent.

**Governing Law
And Disputes:**

This Term Sheet and all agreements entered into shall be governed by Danish law, excluding its choice of law rules.

Any dispute arising out of or in connection with this Term Sheet shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitration shall take place in Copenhagen and shall be conducted in the English language.

By:
Name:
Its:
Date:

By:
Name:
Its:
Date: