

INVESTMENT AGREEMENT

between

FinCon Group,

represented by its operating entities **Human Ecological Business Holding International Inc. (HEBHI)**, Albany, New York, USA, and **Sirius Vision Ltd. (SIRIUS)**, Dublin, Ireland (EU), together with their Managing Director and Consultant,

Mr. Mario Eduard Giovanelli,

– hereinafter referred to as “**FINCON**” –

and

the undersigned Investor(s)

Company: _____

First Name: _____

Last Name: _____

Address: _____

City / ZIP: _____

Email / Phone: _____

– hereinafter referred to as “**the Investor**” –

the following **Investment Agreement** is entered into as of the date of execution:

Article 1 – Purpose of the Agreement

The Investor agrees to participate in one or more **Reverse Merger financing transactions** organized and managed by **FINCON** for the capitalization of international start-ups and SME expansion projects via U.S. publicly traded entities.

Each investment project covered under this Agreement shall be listed in the attached schedule or subsequently confirmed in writing.

Article 2 – Investment Amount and Use of Funds

Investment Amount: _____ USD / EUR

In words: _____

FINCON shall apply the invested funds exclusively toward the execution of the designated Reverse Merger transactions, including legal, audit, due diligence, structuring, and market-related expenses.

Article 3 – Returns and Distribution

Upon successful completion of each Reverse Merger transaction, the Investor shall receive:

a) **Freely tradable shares** of the acquired or merged public company,

or, at the Investor's option,

b) **a cash distribution** equivalent to the agreed multiple of the initial investment.

Unless otherwise specified, the contractual target return equals **ten times (10x ROI)** the invested amount.

Article 4 – Safeguards and Execution

The investment funds shall remain in escrow or on a designated trust account until all contractual, legal, and compliance prerequisites are fulfilled.

Should a project not be executed for reasons beyond FINCON's control, the Investor shall receive a full refund of the invested capital without delay.

Article 5 – Risk Disclosure and Liability

The Investor acknowledges full understanding of the nature of Reverse Merger investments and their associated capital market risks.

FINCON shall not be held liable for any market fluctuations or post-transaction share value changes, except in cases of **gross negligence or willful misconduct**.

Article 6 – General Terms

FINCON's **General Terms and Conditions (GTCs)** in effect at the time of signing form an integral part of this Agreement and are available at <https://fin-con.group> or attached hereto.

Article 7 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the **laws of the State of New York, USA**.

Any disputes arising out of or in connection with this Agreement shall be subject to the **exclusive jurisdiction of the courts located in Albany County, State of New York**.

Read, understood, accepted, and signed

Location: _____ Date: _____

The Investor(s)

For FinCon Group

General Terms and Conditions (GTC) of the FinCon Group

These General Terms and Conditions (hereinafter referred to as "GTC") apply to all business transactions, services, and agreements conducted by or through Human Ecological Business Holding International Inc. ("HEBHI"), Sirius Vision Ltd. ("SIRIUS"), as well as their subsidiaries, affiliated entities, cooperation partners, and authorized representatives within the framework of the FinCon Group (hereinafter referred to as "FinCon Group"). This expressly includes, but is not limited to, reverse-merger investments, reverse-merger financings, and supplementary full-service offerings for companies.

1. Confidentiality and Non-Circumvention Clause

1.1. Obligation of Confidentiality

Each contracting party – including investors, capital-seeking companies, and other service recipients – undertakes to treat all information obtained in the course of cooperation as strictly confidential. This particularly applies to business processes, structures, cooperation partners, investment amounts, business plans, expansion strategies, start-up projects, and all other sensitive corporate data.

1.2. Mutual Binding Effect

The confidentiality and non-circumvention obligation applies equally to the client side as well as to HEBHI, SIRIUS, their employees, and all partner companies associated with the FinCon Group. The agreement must be duly signed by both parties.

1.3. Duration of Obligation

The confidentiality and non-circumvention obligation shall continue beyond the term of the contractual relationship for a period of at least ten (10) years following the completion of the respective transaction.

1.4. Non-Circumvention

The contracting parties are prohibited from circumventing the FinCon Group, particularly by directly contacting its cooperation partners, investors, or clients with the intention of independently initiating comparable transactions or replicating the FinCon Group's business models.

1.5. Legal Consequences of Breach

A demonstrable breach of these provisions – even after the termination of the business relationship and beyond the aforementioned period – entitles the FinCon Group, represented by HEBHI and/or SIRIUS, to take immediate legal action. In addition to claims for damages, a contractually agreed penalty may also be enforced.

1.6. Data Protection

The FinCon Group does not disclose any information regarding investors, investment amounts, or capital-seeking companies. This is ensured in accordance with this clause and the applicable data protection laws.

2. Withdrawal and Right of Revocation

2.1. Applicable Law

For all contractual offers, agreements, and transactions made available through the FinCon Group, or by Human Ecological Business Holding International Inc. ("HEBHI"), Sirius Vision Ltd. ("SIRIUS"), or their Director Mario Eduard Giovanelli, the statutory withdrawal rights of the customer's country of residence shall apply.

2.2. Withdrawal Period

Following mutual signing and exchange of the contract – particularly in the case of contractually agreed transfers of investments or other payments (e.g., for service provisions) – HEBHI, SIRIUS, and their officers shall observe the harmonized EU-wide withdrawal period of fourteen (14) days. During this period, no funds covered by the agreement will be used or transferred to cooperation partners.

2.3. Waiver of Withdrawal Right

If a client wishes the respective transaction to be executed immediately after the conclusion of the contract, the statutory right of withdrawal may be expressly waived. For this purpose, each agreement contains a separate waiver of withdrawal declaration, which must be confirmed by signature. Upon signing such a waiver, the transaction will be executed immediately, without regard to the statutory withdrawal period.

3. Privacy Policy

3.1. General

This Privacy Policy explains how Human Ecological Business Holding International Inc. ("HEBHI"), Sirius Vision Ltd. ("SIRIUS"), and their Director, Mario Eduard Giovanelli (together, "FinCon Group" or "we"), collect, use, store, and protect personal data processed through the FinCon Group website.

By using this website, all visitors and users agree to the data practices described in this policy. Changes to this policy will be communicated by publication on our website. Material changes require the express consent of all users before data may be used for new purposes. This policy is drafted in accordance with the provisions of the EU General Data Protection Regulation (GDPR).

3.2. Data We Collect

- **Data provided by you:** Contact information (name, address, e-mail, telephone number), registration data, inquiries, contractual and payment information.
- **Data collected automatically:** IP address, access time, device and browser information, operating system, cookie and tracking data.
- **Transaction data:** Account activities, deposits and withdrawals, order and trading information, monitoring for fraud prevention.

3.3. Why We Collect Data

- **Provision and maintenance of services:** Identity verification, contract performance, technical operation.

- **Protection of our users:** Prevention of fraud, spam, phishing, DDoS, and other abuses.
- **Legal compliance:** Fulfillment of regulatory requirements, cooperation with authorities as legally required.
- **Performance optimization:** Analysis of usage data to improve the platform and user experience.
- **Communication:** Direct contact via e-mail or telephone for support and security purposes.
- **Enforcement of agreements:** Prevention and prosecution of unlawful or non-compliant activities.

3.4. How We Protect Data

We implement modern technical and organizational security measures, including SSL encryption, PCI scans, pseudonymization, role-based access restrictions, physical access controls, and continuous monitoring. However, absolute security of electronic data transmission cannot be guaranteed. Users are encouraged to take additional security measures on their own responsibility.

3.5. Your Rights

You have the right to access, rectification, erasure, restriction of processing, data portability, and to object to the processing of your personal data in accordance with the GDPR.

3.6. Contact

For questions or data protection inquiries, please contact us at:
contact[at]humanecologybusiness[dot]com

4. Termination and Deletion of Registrations

4.1. Principle

Since all services, investments, financings, and related offerings of the FinCon Group are always concluded through separate contractual agreements, registration on the website is not required. Registration serves primarily the optional provision of information (e.g., newsletters, generally on a biweekly basis).

4.2. Right to Termination/Deletion

Any person or company registered on fincon.group may terminate its registration or user account at any time and without providing reasons, and may request deletion. This applies with respect to the FinCon Group, Human Ecological Business Holding International Inc. ("HEBHI"), Sirius Vision Ltd. ("SIRIUS"), as well as any affiliated subsidiaries, sister companies, or cooperating entities, insofar as automatic cross-registration may have taken place.

4.3. Procedure

- Online:** Where an online account deletion function is available, deletion may be initiated directly through this function.
- E-mail:** If no online option is available, termination/deletion may be requested via e-mail, with confirmation of receipt, to contact[at]humanecologybusiness[dot]com.

4.4. Costs and Timeframe

The receipt and execution of termination/deletion requests are free of charge. In the case of e-mail requests, deletion will be carried out within a maximum of seventy-two (72) hours from confirmation of receipt. A confirmation e-mail will also be sent regarding the execution of the deletion.

4.5. Follow-Up

If no confirmation of receipt or execution is received—despite checking the spam/junk folder—the request must be resubmitted via e-mail or followed up by telephone.

4.6. Data Retention

The deletion of a user account does not affect statutory retention, recordkeeping, or compliance obligations. Personal data that must be retained to meet legal obligations or to establish, exercise, or defend legal claims will be blocked and stored for the required period in accordance with applicable law, and subsequently deleted.

5. Processing Fees

5.1. No Upfront Fees for Core Reverse-Merger Services

The FinCon Group, represented by Human Ecological Business Holding International Inc. ("HEBHI") and/or Sirius Vision Ltd. ("SIRIUS"), does not charge any upfront fees for Reverse-Merger investments or Reverse-Merger financing services.

5.2. Compensation Through Share Transfer After Completion

Compensation for the standard services related to the transactions specified in 5.1 is effected exclusively through the transfer of shares of the publicly listed company acquired in the Reverse Merger to the FinCon Group. The transfer is carried out by the merging, capital-seeking company and only after the complete and final execution of the Reverse Merger.

5.3. Exceptions: Full-Service Package (Subject to Fee, Advance Payment Required)

Excluded from the standard services under 5.1–5.2 are all activities covered by the Full-Service Package. Such services, contractually agreed upon in advance and accepted (countersigned) by the FinCon Group, are billed in accordance with the Full-Service Package description or pursuant to an individual written offer provided beforehand.

All fees for Full-Service activities must be paid exclusively in advance and online. Deferred or subsequent payments are neither offered nor accepted by the FinCon Group, HEBHI, or SIRIUS.

5.4. Reservation of Rights / Fee Adjustments (Prospective Only)

The FinCon Group, HEBHI, SIRIUS, and all cooperating partners reserve the right to adjust fees prospectively. Contracts and agreements already

signed, with fixed fee arrangements, remain unaffected. Registered users, clients, investors, and capital-seeking parties will be notified of any fee changes at least fourteen (14) days prior to their effective date via e-mail.

6. Company, Management, and Contact

6.1. FinCon Group

The FinCon Group is an independent advisory and service cooperative comprised of international attorneys, stock exchange experts, tax and corporate advisors, and specialized partner firms from the investment and financing sector. The Group focuses on Reverse-Merger (bridge) investments, Reverse-Merger financings, IPOs, ICOs, and ITOs.

The FinCon Group is operated and managed by:

- Human Ecological Business Holding International Inc. (HEBHI), Albany, New York, USA
- Sirius Vision Ltd. (SIRIUS), Dublin, Ireland, EU
The responsible director of both entities, as well as initiator and operational executor of all FinCon Group transactions and of this website, is Mario Eduard Giovanelli.

6.2. Human Ecological Business Holding International Inc.

Responsible for U.S. business operations, in particular Reverse Mergers.

Incorporated: August 8, 2014

File #: 140808010174

DOS ID: 4619150

EIN: 61-1743669

Registered Office:

90 State St., Suite 700, Office 40

Albany, NY 12207, USA

Registration verification available via the New York Department of State – Division of Corporations.

6.3. Sirius Vision Ltd.

Responsible for European operations and settlement of fee-based services.

Incorporated: October 12, 2020

Company Registration No.: 679399

Registered Office:

Coliemore House, Coliemore Road

Dalkey, Co. Dublin, A96 A8D5, Ireland

Registration verification available via the CRO – Company Registration Office, Dublin.

6.4. Contact

E-mail: [contact\[at\]humanecologybusiness\[dot\]com](mailto:contact[at]humanecologybusiness[dot]com)

Website: <https://fincon.group>

7. Subject Matter of the General Terms and Conditions

7.1. Scope of Services

The services offered by Human Ecological Business Holding International Inc. ("HEBHI") and Sirius Vision Ltd. ("SIRIUS") through the FinCon Group include, in particular:

- **Reverse-Merger Investments:** Highly profitable, short-term investments without conventional market risks, based on interim financing of Reverse Mergers.
- **Reverse-Merger Financing:** Unbureaucratic, rapid corporate financing for expansion projects, particularly for SMEs and start-ups.
- **Full-Service Solutions:** Preparation of business plans, including market research and translations; international company formations; legal, tax, and business consulting; web and software development; blockchain and cryptocurrency solutions; domain and hosting services; as well as the development and implementation of international franchise concepts.

These General Terms and Conditions govern all transactions offered by HEBHI and SIRIUS through the FinCon Group.

7.2. Contractual Obligation

All registered individuals and companies, as well as business partners (investors, capital-seeking parties, and service users), expressly acknowledge that:

- these General Terms and Conditions,
- all separately agreed and mutually signed contracts or agreements, and
- any additional, mutually accepted legal provisions accessible on the website,

constitute binding foundations for cooperation with HEBHI, SIRIUS, their subsidiaries and affiliates, and strategic cooperation partners.

The disclosure of information, presentations, or marketing material to third parties is permitted only if expressly authorized by HEBHI/SIRIUS/FinCon Group and released in written, photographic, audio, or video form.

7.3. Personal Responsibility

All clients (registered users, investors, capital-seeking parties, service users) are solely responsible for fulfilling all legal, tax, and administrative obligations in their respective country of residence or the country of company registration.

HEBHI, SIRIUS, subsidiaries, affiliates, or cooperation partners assume no liability for tax, legal, or administrative deficiencies of clients. All cooperation takes place on a voluntary basis.

7.4. Tabular and Graphical Information

If tables, charts, or graphical representations are included in or added to these General Terms and Conditions, they shall—unless explicitly stated otherwise—have full contractual validity and must be fully accepted by all contracting parties (HEBHI, SIRIUS, subsidiaries, affiliates, cooperation partners, and clients).

8. Transparency, Confidentiality, and Project Allocation

8.1. Project Allocation

Individual investors providing the minimum investment of USD 5,000,000 have no influence over the selection of the Reverse Merger to be financed. Projects are processed in the chronological order in which they were arranged by the FinCon Group with the respective capital-seeking companies.

Only investors who commit a multiple of the minimum investment—at least USD 10,000,000 or more—are entitled to select from the financing projects confirmed by the FinCon Group.

8.2. Mutual Confidentiality

For reasons of security, data protection, and the safeguarding of all parties' interests, neither the identity nor the exact investment amount of an investor, nor detailed information regarding the projects, their owners, or business plans, shall be disclosed to the other party.

The anonymity of both the investor and the project is strictly maintained. The FinCon Group, HEBHI, SIRIUS, as well as their affiliated companies and partners, are equally bound to confidentiality. This obligation explicitly includes the protection of sensitive information in connection with corporate acquisitions, regulatory approval processes, and stock exchange listings.

9. Investments

Legal Notice: This information does not constitute a public securities offering within the meaning of the U.S. Securities Act of 1933, the EU Prospectus Regulation, or comparable legislation. All investment opportunities are structured strictly as **Private Investments (Private Placements)** and are offered exclusively to qualified, professional, or institutional investors. Execution is based solely on these General Terms and Conditions, the individually presented and mutually executed investment agreements, and any additional, separately signed written amendments.

9.1. Type of Investments

The FinCon Group, represented by the operating entities Human Ecological Business Holding International Inc. ("HEBHI") and Sirius Vision Ltd. ("SIRIUS"), offers exclusively investments in the form of interim financing for individual Reverse Mergers (Reverse Takeovers).

- **Minimum Investment:** Each investor—whether an individual, investor group, or corporate entity—invests a minimum of five million U.S. dollars (USD 5,000,000).
- **Single Allocation:** Each investment always finances exactly one specific Reverse Merger, including all costs for acquiring the listed shell company, required marketing measures, and the accelerated operational development of the acquired entity.

Detailed information regarding the mechanics of a Reverse Merger can be found on our website under "Why Reverse Merger and Function" as well as in generally accessible sources such as Wikipedia.

9.2. Special Cases – Regulation A Offerings

In rare exceptions, when a Reverse Merger does not adequately or appropriately fulfill the intended financing needs, the FinCon Group may arrange for a U.S. stock market listing under Regulation A.

Such a process permits capitalizations of up to USD 50 million annually (up to USD 70 million in the case of real estate projects) but generally takes longer (at least 6–12 months) and remains subject to final approval by the securities regulator.

In such cases, existing investors are approached separately, and, if interested, entirely distinct special agreements—typically with lower profit potential—are concluded. Should a Regulation A listing fail to receive approval despite resubmissions, investors will be reimbursed their full contributed capital.

Such exceptions are always explicitly indicated during project presentation or communicated directly to interested investors. If no such indication is provided, the transaction is always a standard Reverse-Merger investment.

9.3. Combination with ICOs / ITOs

In certain cases, it may be advantageous for an SME or startup to conduct an Initial Coin Offering (ICO/ITO) in parallel with a Reverse Merger or Regulation A listing, particularly where the business model is based on cryptocurrencies. This complementary financing mechanism serves exclusively to provide additional capitalization and market visibility.

Further information: [Crowdfunding] and [Initial Coin Offering].

10. Investment Amounts and Currencies

10.1. Minimum Investment

The minimum investment per investor—whether an individual, an investor group, or a corporate entity—is five million U.S. dollars (USD 5,000,000). Each investment is allocated exclusively to one specific Reverse Merger and covers all associated costs, including:

- acquisition of a majority stake in a suitable listed shell company,
- legal and regulatory due diligence,
- marketing and placement costs related to the sale of shares,
- accelerated operational development of the acquired company.

10.2. Currencies

Investments may generally be made in U.S. dollars (USD) or euros (EUR).

All internal processing and accounting are conducted in USD, as transactions are primarily executed in the United States.

Euro-denominated investments are converted into USD at the official exchange rate applicable on the date the funds are received into the designated FinCon Group account.

10.3. Larger Investments

The FinCon Group does not impose an upper limit on individual investments.

If an investor, investor group, or corporate entity provides more capital than required for a specific Reverse Merger project, multiple full project financings or interim Reverse Merger financings may be executed through individual agreement.

In such cases, projects may be exclusively assigned to the respective investor side.

10.4. Representation of Investor Groups

Investor groups must always appoint one authorized individual or institution (e.g., attorney, notary, trustee, law firm) as the sole point of contact and contractual counterparty.

The FinCon Group cooperates exclusively with a single designated contact point for each investment.

11. Investment Phases and Ongoing Status Updates

Every investment is subject to three (3) distinct phases, which are explicitly defined and confirmed in the respective investment agreement.

11.1 First Phase – Investment Phase

The first phase covers the provision of the capital required for a specific Reverse Merger project, including all associated costs and expenses (e.g., acquisition costs, legal and tax due diligence, stock exchange filings, marketing measures for share placement, as well as strategic consulting and operational expansion of the acquired company).

This phase, referred to by the FinCon Group, HEBHI, and SIRIUS as the "Investment Phase," does not have a fixed duration but is contractually limited to a maximum period of six (6) months. If no investor is secured for a pending financing project within this period, the capital-seeking company (start-up, SME, or expansion project) is entitled to withdraw from the financing agreement, in which case the project is terminated. If no withdrawal occurs, the project remains in the FinCon Group portfolio, and efforts to secure a suitable investor will continue.

11.2 Second Phase – Reverse Merger Phase

The second phase involves the actual execution of the Reverse Merger, in particular the acquisition of the selected listed shell company, the transfer of assets and liabilities, rebranding, and, where necessary, the adjustment of share structures.

This phase, referred to by the FinCon Group, HEBHI, and SIRIUS as the "Reverse Merger Phase," marks the official commencement of the investment term. It generally lasts three (3) to four (4) months. Under certain circumstances—particularly regulatory approvals or complex procedural requirements—the duration may be longer. For security purposes, the maximum period is contractually set at twelve (12) to eighteen (18) months.

11.3 Third Phase – Distribution Phase

The third and final phase is the period following the successful completion of the Reverse Merger, during which the final transfer of shares or the agreed-upon cash payout of the guaranteed profit is executed within the contractually stipulated Lock-Up Period.

This phase, referred to by the FinCon Group, HEBHI, and SIRIUS as the "Distribution Phase," is bindingly specified in the respective investment agreement.

Should a Reverse Merger be fully executed and completed prior to the agreed maximum term of twelve (12) to eighteen (18) months, the transfer of shares or the agreed cash payout will commence approximately one to two months after the start of trading of the respective shares on the stock exchange, in accordance with the conditions of the agreed Lock-Up Period.

11.4 Ongoing Information

Throughout all three phases, investors will receive regular status reports by e-mail at intervals of no more than one month. If delays become apparent that exceed the agreed maximum timeframes, affected investors will be promptly notified. Withdrawal on the grounds of such delays is excluded, provided that investment capital has already been partially or fully deployed in Phase Two. In such cases, mutually acceptable solutions for continuation and successful completion of the project will be developed and formally agreed.

12. Profit

As a fundamental standard, all investments in reverse-merger bridge financings through the FinCon Group, HEBHI, and SIRIUS are contractually structured to deliver a tenfold return on capital.

This means: Each investor—whether an individual, a group of investors, or a corporate entity—enters into the respective agreements at a discount of ninety percent (90%). In other words, with their investment, the investor acquires shares of the publicly listed company with which the capital-seeking entity (SME or start-up) ultimately merges, equal in value to ten times (1,000%) the amount of the actual investment contributed.

The FinCon Group, HEBHI, and SIRIUS administer the transaction in such a way that, already during the execution of the reverse merger—specifically at the moment of the official takeover and merger with the listed company—shares equal to the agreed tenfold investment amount are retained on behalf of the investors.

Additionally, in order to safeguard against potential share price declines during the Lock-Up Period (see Section 12, *Term of the Investment / Lock-Up Period*) and to ensure the guaranteed tenfold return, the FinCon Group, HEBHI, or SIRIUS retain additional shares equivalent to 25% of the

investment as a reserve. If no, or only minor, price losses occur—remaining within this reserve—the surplus shares will be returned to the capital-seeking company after expiration of the Lock-Up Period.

Should the share price of the acquired company rise during the Lock-Up Period, and the investor has opted to receive shares instead of a cash payout, they will benefit additionally from this appreciation. If, however, the investor has elected to receive a cash distribution of their original investment plus the contractually guaranteed profit, only the tenfold agreed amount will be paid, irrespective of any share price increases.

If—for any reason—the share price of the acquired company were to fall so sharply during the Lock-Up Period that even with the retention of 1,250% of the investment value a tenfold return could no longer be ensured, investors agree to accept a correspondingly reduced profit. Investors may, however, fundamentally rely on the fact that the FinCon Group, HEBHI, and SIRIUS closely monitor the share price and markets of the acquired company and, should it become apparent that the reserve will not suffice, will immediately terminate the Lock-Up Period and either transfer the shares directly to the investors or, if preferred, pay out the guaranteed cash equivalent.

Bonuses:

In certain cases—particularly in FinTech or similar projects—capital-seeking companies (SMEs or start-ups) may offer investors special bonuses, such as tradeable cryptocurrencies or other incentives. These bonuses are explicitly specified in the project descriptions on the FinCon Group website. They are deemed fully guaranteed—even without express mention in the investment agreement—and will be delivered in the announced form and scope following the successful completion of the respective reverse merger.

13. Term of the Investment / Lock-Up Period

In the ideal scenario, only a few months elapse between the commencement of the investment and the full execution of a reverse merger. For security reasons, however, the term of an investment is always contractually fixed at a maximum of twelve (12) to eighteen (18) months. This duration includes both the reverse-merger phase and the subsequent lock-up period.

The FinCon Group, HEBHI, and SIRIUS expressly emphasize that the agreed twelve (12) to eighteen (18) months represent the absolute maximum duration. In principle, the term of the investment ends once the reverse merger has been successfully completed and the lock-up period has expired. In many cases, the actual term may therefore be considerably shorter.

Lock-Up Period:

To prevent price declines resulting from simultaneous sales of large shareholdings, a lock-up period is agreed with both the sellers of the shell company who may remain as shareholders and with the sole investor of the project. This lock-up period generally extends over twelve (12) months and provides for a staggered transfer of shares or corresponding cash payouts:

- Three (3) months after completion of the reverse merger: transfer or payout of 25% of the agreed shares or value.
- Six (6) months after completion of the reverse merger: an additional 25%.
- Nine (9) months after completion of the reverse merger: an additional 25%.
- Twelve (12) months after completion of the reverse merger: the final 25%.

Based on the agreed capital tenfold model, this means: After only three (3) months from the reverse merger, the investor receives 25% of the total volume, equivalent to 2.5 times the original investment (i.e., USD 12,500,000 on an initial USD 5,000,000 investment). Break-even is therefore achieved at the first payout. From that point on, only profit is distributed, such that within twelve (12) months the full tenfold return (1,000% profit) is realized.

If, during the lock-up period, share price declines emerge that cannot be covered even by the additional 25% security buffer retained, the FinCon Group, HEBHI, and SIRIUS will immediately terminate the lock-up period and transfer all remaining shares to the investor or, alternatively, pay out the entire outstanding cash amount.

14. Risk

Reverse mergers are considered one of the most sophisticated forms of M&A transactions, often referred to in professional circles as the "supreme discipline" of investment banking and corporate finance. This reputation arises primarily because—when properly executed—they are largely free from the common market risks associated with traditional investments.

14.1. Thorough Due Diligence

The FinCon Group, HEBHI, and SIRIUS exclusively finance reputable SMEs or start-ups with demonstrably sustainable expansion plans or business models. Prior to execution, potential over-indebtedness, legal, or financial issues are ruled out. Business plans are examined for feasibility and practicality or, if necessary, created anew by us. Every potential shell company is subjected to comprehensive due diligence. As a result, the risk of failure due to unsuitable partners or structures is effectively eliminated.

14.2. Untouched Investments

The full investment of a single investor (minimum investment USD 5,000,000) remains entirely untouched until a suitable shell company has been identified and initial due diligence completed. Funds are only deployed following identification and preliminary review of a suitable shell company and after the signing of preliminary acquisition agreements by the sellers (final acquisition agreements are executed only after successful due diligence).

14.3. Execution Exclusively by FinCon Group

All steps—from contract signing, through the execution of the reverse merger, to the transfer of shares or the agreed cash payout—remain solely under the control of the FinCon Group, HEBHI, and SIRIUS. Third-party access to the investment is excluded.

14.4. Independence from Market Risks

The business model operates independently of conventional market risks such as revenues, profits, stock market volatility, or currency fluctuations.

The contractually guaranteed profit results solely from the successful execution of the reverse merger and the agreed tenfold capital return (10x ROI). Ordinary market fluctuations have no impact on this outcome.

14.5. Potential Residual Risks

Despite the highest levels of security, the following practically negligible scenarios could have a negative impact:

14.5.1. Global Financial Crash

A worldwide financial and stock market crash during the investment term could halt the functioning of capital markets entirely. In such a case, it would be irrelevant where capital is invested—even standard bank deposits would be affected.

14.5.2. Fundamental Legislative Changes

If sweeping legislative changes were enacted in the U.S. or EU within a short timeframe that outright prohibited mergers or corporate acquisitions, this could endanger an investment. However, such a drastic intervention in the economic order would effectively collapse the entire system and is therefore deemed unrealistic.

14.5.3. Misappropriation by the FinCon Group

A theoretical risk would be the misappropriation of investments. In practice, this is excluded, as HEBHI and SIRIUS hold substantial assets, proprietary digital assets with real market value, and additional revenue streams from other business activities. Moreover, HEBHI and SIRIUS themselves participate in every reverse merger through shares received as compensation—just as investors do.

Summary:

The model is built on maximum security through structure, due diligence, and a guaranteed tenfold return on capital. Risks associated with ordinary market factors do not apply.

15. Execution of Investments

15.1 Step I – Initial Contact, Documentation, Agreement

Prospective investors (individuals, groups with a single authorized representative, or companies) initiate contact via the provided inquiry form. Upon receipt of the inquiry, a preliminary phone call is arranged within a short period to clarify initial questions. If no further questions remain, investors receive FinCon Group's (HEBHI/SIRIUS) individualized Investment Agreement.

The agreement may be completed and returned electronically; however, the Confidentiality and Non-Circumvention Clause and the signature page must be hand-signed, scanned/photographed, and sent as an email attachment to [contact\[at\]humanecologybusiness\[dot\]com](mailto:contact[at]humanecologybusiness[dot]com).

The Investment Agreement may specify the investor's preference for "share transfer" or "cash payout"; this preference may be unilaterally changed by the investor at any time up to the first tranche of payout/transfer.

By signing the Investment Agreement, the FinCon Group (HEBHI/SIRIUS) General Terms and Conditions (GTC) become an integral part of the contract.

15.2 Step II – Confirmation, Payment Instructions, Funding

After receipt of the fully executed documents, the FinCon Group (HEBHI/SIRIUS) conducts a final reasonableness/verification review and—only upon a positive outcome—issues an acknowledgment of receipt together with the bank coordinates for funding the investment.

The minimum investment of USD 5,000,000 (or higher) must be wired within fourteen (14) calendar days. Receipt of funds will be confirmed by email.

If no value-dated receipt and no documented payment instruction occurs within this period, the Investment Agreement is deemed void and removed from the system. Multiple submissions without funding will not be processed further.

No pooling: An investor's funds finance one (1) specific, clearly identified reverse-merger project only. Funds are not deployed until after final selection/review of the shell company and execution of preliminary acquisition agreements with the sellers by both parties.

15.3 Step III – Reverse-Merger Execution; Payout/Transfer

Once funding is complete and all preliminary reviews have been finalized, the FinCon Group (HEBHI/SIRIUS) executes the reverse merger for the individually assigned project.

Payouts or share transfers are made on a staggered basis pursuant to the contractually agreed Lock-Up Period (see Sec. 11), typically in four tranches (3/6/9/12 months after closing). Under the agreed ten-times-capital model (10x ROI; 90% discount), each tranche corresponds to twenty-five percent (25%) of the total amount; the first tranche (after 3 months) already equals 2.5x the original investment.

The FinCon Group provides investors with at least monthly email updates on the status of execution. If price risks emerge that exceed the safety buffer, the Lock-Up Period will be terminated early in accordance with the GTC, and all remaining shares will be transferred immediately or the outstanding cash balance will be paid without delay.

16. Rejection of Investors or Investment Amounts

The FinCon Group, represented by Human Ecological Business Holding International Inc. ("HEBHI") and Sirius Vision Ltd. ("SIRIUS"), expressly reserves the right to reject any prospective investor (whether a private individual or a company) as well as any proposed investment amount at any time and without stating reasons.

Such rejection always occurs prior to the disclosure of the FinCon Group's (HEBHI/SIRIUS) bank details for the purpose of a transfer. In this case, since no banking information is provided, it is impossible for the intended investment amount to be transferred.

17. Financing – Nature of Financing

17.1. Principle

The FinCon Group, represented by Human Ecological Business Holding International Inc. ("HEBHI") and Sirius Vision Ltd. ("SIRIUS"), primarily offers capital-seeking companies ("companies"), in particular SMEs with expansion plans and start-ups seeking project financing, straightforward and rapidly available capital in the form of a reverse-merger financing (reverse takeover, M&A transaction, in German: "umgekehrte Fusion").

Detailed information regarding the mechanics and functions of a reverse merger can be found on the FinCon Group website under "Why Reverse Merger and Function" () as well as in publicly available sources (e.g., Wikipedia:).

17.2. Special Cases – Regulation A Listings

In rare exceptional cases where a company cannot be adequately financed through a reverse merger, a U.S. stock market listing under “Regulation A” may be pursued as an alternative. This method of raising capital allows for annual capitalizations of up to USD 50 million (and up to USD 70 million for real estate projects) but generally requires a significantly longer implementation period (typically 6–12 months) and remains subject to approval by the U.S. Securities and Exchange Commission (SEC), which cannot be guaranteed even with thorough preparation.

If such a Regulation A listing is not approved—even after corrective submissions—the FinCon Group will withdraw from the respective financing agreement. Any decision to pursue a Regulation A financing must be explicitly agreed upon in advance between the company and the FinCon Group; investors will be separately and comprehensively informed. As a rule, however, nearly all projects are structured as standard reverse-merger financings.

17.3. Complementary Measures – ICOs/ITOs

In certain cases, an “Initial Coin Offering” (ICO) or “Initial Token Offering” (ITO) may be conducted in parallel with a reverse-merger financing or Regulation A listing, particularly if a company’s business model is based on cryptocurrencies. This measure serves solely to provide additional capitalization and market visibility.

Further information:

- Crowdfunding:
- Initial Coin Offering:

18. Scope of Financing

The FinCon Group, represented by HEBHI and SIRIUS, undertakes financing exclusively for companies (SMEs or start-ups) with a substantial capital requirement in the range of several million US dollars or euros.

The capital required for a reverse merger, including all additional costs and expenses, is always provided by a single investor and is managed solely by the FinCon Group. Depending on the specific project, the expansion plans, and the structure of the publicly listed company to be acquired, the financing framework may, in individual cases, amount to up to USD 500,000,000 (in words: five hundred million US dollars) or even more. The FinCon Group, HEBHI, and SIRIUS will always select the reverse merger scenario that best meets the actual capital requirements of the respective company.

Financing for so-called “mini-expansion plans” or “mini start-up projects” is expressly excluded. Requests relating to projects with a financing requirement of only a few million US dollars will, as a matter of principle, not be considered, responded to, or processed by the FinCon Group, HEBHI, or SIRIUS.

However, if an existing project with an initially lower capital requirement demonstrates recognizable potential for sustainable international expansion, the FinCon Group is prepared to work together with the company in question to professionally develop the project—such as through the creation of international franchise models or comparable strategies—so as to raise the financing framework to an investment-worthy level.

19. Review of Applicant Companies

The FinCon Group, HEBHI, and SIRIUS, as well as all partner companies involved in a reverse merger—including, in particular, the transferors of a publicly listed company suitable for a reverse merger—are expressly not willing to finance or merge with companies whose capital requirement primarily serves to cover existing excessive indebtedness, is aimed at debt restructuring, or which otherwise present serious adverse economic circumstances or conditions.

For this reason, the FinCon Group, HEBHI, and SIRIUS—both in their own interest, in the interest of the partner companies involved, in the interest of the transferors of publicly listed companies, and especially in the interest of investors—subject every company applying for reverse-merger financing, as well as the responsible persons behind them, to a comprehensive and detailed review in advance. This includes, in particular, audits of financial statements (where available), inquiries with tax authorities, credit protection associations, and comparable public institutions, as well as any other appropriate background checks.

The FinCon Group, HEBHI, and SIRIUS categorically do not accept companies with problematic starting positions (“problem cases”).

20. Expansion Plans, Business Plans, Documents, Certificates, and Identification

Companies seeking capital through a reverse-merger financing provided by the FinCon Group, represented by HEBHI and SIRIUS, must—following submission of the inquiry form, the callback by the lead consultant of the FinCon Group, the consultant’s initial oral confirmation of willingness, the subsequent written declaration of intent, and receipt of the confidentiality and non-circumvention agreement signed by the FinCon Group—submit comprehensive documentation.

The scope of required documents varies depending on the individual case. Documents requested in writing via email may include, in particular, the following:

- ! Expansion plan (for SMEs) or business plan (for start-ups) – *mandatory requirement*;
- * Extract from the commercial register – if the company has already been incorporated (regardless of legal form);
- * Information on the company’s registered office, address, telephone, email, website – if available;
- * Financial statements for the last two, preferably three fiscal years – if available;
- * Contact details of the company’s legal counsel or law firm – if available;
- * Contact details of the tax advisor or accounting firm (e.g., the one preparing the financial statements) – if available;
- ! Copy of a valid ID card or passport of the managing directors or start-up initiators (all persons);

- ! Proof of residence for the managing directors or start-up initiators (all persons), not older than fourteen (14) days;
- ! Police clearance certificate for the managing directors or start-up initiators (all persons), not older than fourteen (14) days;
- * Optional: Two to three references (contact details of companies or individuals who may be approached by the FinCon Group).

Requirements for Expansion and Business Plans

The submitted expansion plans (for SMEs) or business plans (for start-ups) must meet the standards of prudent business practice and international norms. They must be detailed, include verifiable market analyses, information on potential competitors, and all relevant financial data (existing balance sheets, equity, prior investments, capital requirements, etc.).

A template expansion or business plan is available on the FinCon Group website.

The submitted plans will be carefully reviewed for completeness, plausibility, and feasibility both by the FinCon Group (HEBHI and SIRIUS) and its cooperation partners, as well as by the transferors of the publicly listed company.

Since the transferors of listed companies are regularly U.S.-based market participants, all plans must be professionally translated into U.S. business and financial language (or prepared directly in that form).

As part of its full-service offering, the FinCon Group provides professional preparation, adjustment, and translation of expansion or business plans where necessary. (See also "Full Service":).

21. Costs of a Reverse-Merger Financing

Companies that engage the FinCon Group, represented by HEBHI and SIRIUS, to implement a reverse merger are not required to bear any upfront costs.

The financing of the reverse merger – in particular the acquisition costs of a publicly listed company as well as subsequent costs for marketing measures to place the shares of the acquired company – is borne exclusively by the investors of the FinCon Group and, in part, by the FinCon Group itself, represented by HEBHI and SIRIUS.

Additional services outside the standard process – such as consultations beyond standard live advisory, the adaptation of an existing expansion or business plan, the full creation of such a plan, or its professional translation into U.S. business and financial language – are not free of charge. These services are described in the FinCon Group's Full-Service offering (see:) and are subject to separate written agreements.

All special services from the Full-Service offering of the FinCon Group, HEBHI, and SIRIUS must always be paid for in advance online. If the agreed payment is not received within ten (10) banking days after invoicing, the FinCon Group, represented by HEBHI and/or SIRIUS, will not commence the agreed service and will consider the relevant agreement void.

22. Subsequent Compensation

The respective capital-seeking company is obliged, after completion of the reverse merger, to compensate both the investor for their exclusive interim financing and the FinCon Group, represented by HEBHI and/or SIRIUS, for the services rendered and for any advance payments to cooperation partners (attorneys, tax advisors, stock market experts, etc.), exclusively in the form of shares in the acquired publicly listed company.

The company has no obligation to make cash payments. All compensation – including the repayment of the investment, the guaranteed profits (ten-fold capital return), and the fees of the FinCon Group – is made solely through the transfer of shares in the acquired company.

For this purpose, the FinCon Group, represented by HEBHI and/or SIRIUS, retains shares during the reverse-merger process in the amount necessary to cover the contractually guaranteed distributions and fees. Specifically, the following are withheld:

- Shares equivalent to ten times the invested amount (10x ROI, capital tenfolding) for the investor, and
- Additional shares amounting to 12.5% of the total investment as a fee for the FinCon Group, HEBHI, and/or SIRIUS.

Furthermore, additional shares may be withheld in an appropriate amount to secure against potential price declines during the lock-up period. Any unused reserves will be transferred back to the capital-seeking company upon expiration of the lock-up period.

This ensures that all obligations – both towards the investor and towards the FinCon Group – are fulfilled properly, in accordance with sound commercial practice, and exclusively through share transfers.

23. Duration of a Reverse-Merger Financing

The full execution of a financing agreement for the purpose of a reverse merger includes all preparatory due diligence, contractual arrangements with the transferors of the publicly listed company, and the actual implementation of the reverse merger, including all required regulatory steps.

The exact duration of the process can never be definitively determined, as it depends on various factors, particularly the complexity of the project, contractual negotiations, and regulatory approvals.

As a general guideline, the implementation phase of the reverse merger typically requires three (3) to four (4) months. Under certain circumstances – for example, due to regulatory approval issues (inquiries, adjustments, resubmissions, etc.) – this phase may take longer.

Therefore, in the financing agreement between the company and the FinCon Group, represented by HEBHI and/or SIRIUS, a binding maximum timeframe of twelve (12) to eighteen (18) months from the signing of the agreement is always stipulated strictly as a precautionary measure.

24. Additional Financing During the Term of the Agreement

In order to maintain the financial status existing at the time of signing the financing agreement – in particular, the financial situation set out in the expansion or business plan – the company undertakes not to seek or enter into any additional financing during the term of the agreement, except for private contributions from management, founders, or their immediate family members.

Should the company nevertheless pursue or obtain further financing – such as bank loans, venture capital, or other equity participation – it must disclose this to the FinCon Group, represented by HEBHI and/or SIRIUS, immediately and in full, prior to entering into any such negotiations. Disclosure must include details of the participating financiers and the amounts contributed. At the same time, the expansion or business plan must be promptly updated and professionally translated into U.S. business English at the company's expense. Failure to comply, resulting in obstruction or prevention of the prepared reverse merger, will trigger the contractual penalties described below.

If such disclosure is omitted, the FinCon Group is entitled to claim not only the entirety of the capital already invested up to that point in the reverse merger, but also a contractual penalty of ten percent (10%) of the capital invested, due to the economic and reputational damage caused. If payment is not made within twenty (20) banking days, the FinCon Group will enforce this claim in the courts of the company's jurisdiction or, in the case of a start-up, in the founders' country of residence. Furthermore, the FinCon Group is contractually entitled to take over the project, which is already in the reverse-merger phase, in its entirety and continue it as its own enterprise.

Additional financing is strictly and without exception prohibited from the start of the reverse-merger phase, i.e., after the investment has been made and the contract with the transferors of the publicly listed company has been signed. Any breach that obstructs or prevents the reverse merger will result in the same actions outlined in the preceding paragraph.

If a prepared reverse merger fails due to a violation of these provisions, the FinCon Group, represented by HEBHI and/or SIRIUS, will refuse to accept or enter into any future financing or business relationships with the respective contractual partners.

25. Execution of the Reverse-Merger Financing

The FinCon Group, represented by HEBHI and SIRIUS, assumes full responsibility for the execution of the agreed reverse merger after the financing agreement has been finalized and duly signed by both parties, together with all required cooperation partners (attorneys, tax advisors, financial and stock market experts, bankers, broker-dealers, and comparable professionals, whether individuals or firms).

This includes, in particular:

- the review of the financing project (expansion or business plan, financial background, balance sheets where available, the realism and feasibility of the planning, as well as the creditworthiness and reputation of the management or initiators),
- the publication and positioning of the project towards investors,
- the selection of a suitable publicly listed company for the merger (including review of share structure and nominal value),
- the legal and financial due diligence of the publicly listed company (including stock exchange status, liabilities, and obligations),
- contractual negotiations with the transferors and the drafting and signing of acquisition agreements,
- all required filings with stock exchanges and authorities,
- the organization and initiation of the subsequent marketing.

Once a company has legally and contractually engaged the FinCon Group, represented by HEBHI and/or SIRIUS, to carry out a reverse merger, the company's responsible officers – apart from signing individual documents necessary for execution – have no further operational obligations until the final completion of the transaction, including the transfer of the publicly listed company, the associated shares, and thus the commencement of capital raising via the stock exchange.

The entire execution is carried out by the FinCon Group, represented by HEBHI and/or SIRIUS, ensuring full legal compliance and proper commercial implementation of the transaction.

26. Risks of Reverse-Merger Financing

As a general principle: Since the reverse mergers undertaken and implemented by the FinCon Group, represented by HEBHI and SIRIUS, do not impose any upfront or follow-up costs on the capital-seeking companies (apart from specifically agreed additional services under the Full-Service package), a reverse-merger financing is – at least from a financial perspective – to be regarded as entirely risk-free and legally as well as commercially secure.

26.1. Thorough Due Diligence

The FinCon Group, represented by HEBHI and SIRIUS, subjects every publicly listed company intended for a merger to comprehensive due diligence. This includes legal, tax, and financial reviews to reliably exclude risks or hidden liabilities. With regard to the feasibility of the reverse merger itself, there is therefore no risk.

26.2. Capital Provision and Execution

The capital required for the reverse merger, including all ancillary costs (a minimum of USD 5,000,000 per project), is always provided in full by a single investor. The FinCon Group, represented by HEBHI and SIRIUS, together with experienced cooperation partners (attorneys, tax advisors, bankers, broker-dealers, etc.), assumes complete responsibility for execution, including the selection of a suitable publicly listed company, contractual negotiations, the acquisition, and all necessary regulatory and stock-exchange filings. Accordingly, there is also no risk with respect to proper execution.

26.3. Legal Framework and Availability of Suitable Companies

Reverse mergers are internationally recognized and fully legal M&A transactions, carried out in compliance with all applicable statutory and stock exchange regulations. Numerous suitable publicly listed companies are available for reverse mergers. Therefore, there is no risk from a legal or practical standpoint.

26.4. Theoretical but Excludable Risk Factors

- **Global Financial Crash**

A worldwide financial and stock market collapse occurring during the execution of a reverse merger could temporarily or permanently prevent implementation. However, such a scenario would equally affect all companies, projects, and investments, and is therefore to be regarded as practically excludable.

- **Fundamental Legislative Changes**

If, within a very short timeframe, fundamental legal changes were enacted that prohibited mergers or acquisitions – particularly reverse mergers – this could prevent a project. Such an intervention would, however, be tantamount to a collapse of the international economic system and is therefore not realistically conceivable.

- **Lack of Integrity or Misappropriation**

The assumption that the FinCon Group, represented by HEBHI or SIRIUS, might act dishonestly or misappropriate investor capital can be excluded. HEBHI and SIRIUS possess substantial assets, their own tradable cryptocurrency with significant intrinsic value, and a decades-long track record of successful business operations. In addition, they generate substantial legitimate revenues from each reverse-merger transaction. From a commercial perspective, any misappropriation would be entirely illogical and irrelevant in relation to their existing assets.

27. Steps in the Execution of a Reverse-Merger Financing

27.1. Step I

Capital-seeking companies express their interest in reverse-merger financing for the realization of their expansion or start-up plans by submitting the inquiry form (). A daytime telephone number and initial information about the intended project are mandatory.

- Within a short period, generally within one week, the lead consultant of the FinCon Group, represented by HEBHI or SIRIUS, contacts the company by telephone to clarify all further necessary questions during an online conference. Once the required documents (e.g., business plan, company certificates, identification documents) have been submitted and the basic suitability has been confirmed, the company receives the individual financing agreement.
- The confidentiality and non-circumvention clause must be countersigned at the latest at the time of signing the financing agreement. All pages of the agreement must be printed, signed by hand (at least initialed on each page), scanned or photographed, and sent as an e-mail attachment to the FinCon Group (contact[at]humanecologybusiness[dot]com).
- By signing the financing agreement, the capital-seeking companies and their responsible persons acknowledge these General Terms and Conditions as legally binding.

27.2. Step II

After receipt of the countersigned financing agreement, the FinCon Group confirms correct receipt by e-mail. This marks the formal commencement of execution.

- At the same time, a single investor is definitively allocated, providing at least USD 5,000,000 for the respective project. It is expressly confirmed that no accumulation of multiple partial contributions ("pools") takes place. The investor is informed directly by the FinCon Group, represented by HEBHI and SIRIUS, while the company is notified solely of the secured financing confirmation.
- If a company has not received a confirmation of receipt within one week after submission, it must immediately follow up with the FinCon Group by e-mail and telephone

27.3. Step III

Once the full investment amount has been secured, the FinCon Group, represented by HEBHI and/or SIRIUS, immediately initiates the implementation of the reverse merger.

- The company may be required to sign certain documents or contracts (e.g., acquisition agreements, regulatory and stock exchange filings). These will be duly transmitted by e-mail or – where legally required – by express delivery. The company is obliged to return the documents immediately at its own expense. Delays, for example due to independent translations or additional reviews, may significantly hinder execution and result in withdrawal by the sellers or rejection by the authorities.
- Regardless of this, the FinCon Group, represented by HEBHI or SIRIUS, provides the company with progress updates in writing at least every 14 days.
- Within only a few weeks after completion of the reverse merger, the company will hold the new publicly listed entity, control it with an absolute majority, and – not least due to the marketing measures supported by the FinCon Group – be able to access the resulting capital inflows.

28. Financing Agreements

Any financing agreement discussed in advance by the FinCon Group, represented by HEBHI and/or SIRIUS, subsequently drafted as a proposal, and ultimately brought to final mutual signature upon agreement of both parties, is always individually tailored to the respective expansion plan or start-up and, in particular, to the required capital needs.

The sample financing agreement available on the website of the FinCon Group, represented by HEBHI and/or SIRIUS, serves solely as an example to provide insight into general content and has no legal effect whatsoever.

29. Rejection of Financing Requests

The FinCon Group, represented by HEBHI and SIRIUS, reserves the right to reject any capital-seeking company, any responsible individual, and any project (expansion plan or business plan) at any time and without providing reasons.

Such rejection takes place at the latest after review of the expansion or business plan, after examination of the financial situation of the capital-seeking company and the persons involved, and, in particular, after assessment of the reputation of the responsible individuals – and in every case always prior to the final submission of a financing agreement.

30. Terminations, Withdrawals, Transfers of Companies or Projects, and Deaths

As a fundamental principle, all contracting parties – i.e., the FinCon Group, represented by HEBHI and SIRIUS, the investors, and the capital-seeking companies or the initiators of a start-up – waive the right to ordinary termination or unilateral withdrawal from any agreement (investment agreement or financing agreement) once signed, due to the practicability and feasibility requirements of implementing a Reverse Merger.

30.1. Termination of an Investment Agreement

An investment agreement – unless otherwise amended by additional written agreements duly signed by both parties – shall be deemed fully performed and terminated only once the final tranche of shares has been transferred after expiration of the Lock-Up Period, or alternatively, once the agreed cash payout has been fully completed.

From the moment of binding engagement (signature) and the commencement of the Reverse Merger Phase, withdrawal or termination is excluded; both parties are bound to await the agreed tranche-based share transfers or cash distributions.

30.2. Termination of a Financing Agreement

A financing agreement – unless otherwise amended by additional written agreements duly signed by both parties – shall be deemed fulfilled and terminated once the Reverse Merger has been fully completed, all contracts, regulatory and exchange approvals have been delivered, and the marketing of the shares has been initiated.

As with investment agreements, no withdrawal or termination is permitted once the Reverse Merger Phase has commenced.

30.3. Extraordinary Termination and Withdrawal Rights of Investors

During the Investment Phase (i.e., until the commencement of the actual Reverse Merger), investors retain the right to withdraw if they demonstrably encounter an unforeseeable, severe emergency. Recognized emergencies include, in particular:

- For companies: acute liquidity shortage confirmed by external auditors (e.g., tax advisors, auditors), imminent enforcement proceedings, mandatory insolvency filing, or an already opened insolvency proceeding.
- For private individuals: medically certified serious illness, severe accident, death of immediate family members, proven loss of employment resulting in existential financial hardship, or loss of property due to natural disasters or fire.

30.4. Corporate Transfers and Deaths of Investors

A corporate transfer, sale of a company, or discontinuation of business operations by an investing company does not constitute grounds for termination. Legal successors, acquirers, or remaining responsible parties are obligated to assume and continue the existing investment agreement. In the event of the death of a private investor, the statutory or testamentary heirs shall assume the investment agreement and continue it under the agreed conditions.

30.5. Termination Rights of Capital-Seeking Companies

Capital-seeking companies or start-up initiators may withdraw during the Investment Phase if the expansion or start-up plans are demonstrably and completely abandoned. This requires an official deletion certificate from the commercial register or a notarized declaration of withdrawal by all initiators. Furthermore, the project must first be offered to the FinCon Group, HEBHI, or SIRIUS for takeover. Only if such an offer is not accepted within fourteen (14) days does a withdrawal right arise.

The death of owners, managing directors, or start-up initiators does not constitute a right of withdrawal; legal successors or heirs are required to assume the financing agreement or, alternatively, offer the project to the FinCon Group, HEBHI, or SIRIUS for takeover.

30.6. Termination Rights of the FinCon Group

The FinCon Group, represented by HEBHI and/or SIRIUS, reserves the right to extraordinary and immediate termination of any agreement at any time if:

- a party materially breaches contractual obligations or repeatedly acts with gross negligence,
- insolvency proceedings are opened over a capital-seeking company or its responsible parties, or
- investors, companies, or responsible individuals are subject to final criminal convictions, particularly for economic crimes (e.g., embezzlement, fraud, fraudulent bankruptcy, forgery of documents).

31. Electronic Signatures

All contracting parties, or the legally responsible representatives thereof – including investors, capital-seeking entities, and the FinCon Group, represented by HEBHI and SIRIUS – may, provided that this is legally and regulatorily recognized, verifiable, and admissible, execute any agreement by means of electronic signature in accordance with the applicable statutory requirements of the country of incorporation or residence. Where verifiability, evidentiary value, and traceability are ensured, the FinCon Group, HEBHI, SIRIUS, as well as the investors and capital-seeking entities, shall accept such electronic signatures as legally binding and will execute each agreement accordingly.

32. Copyright & Intellectual Property

The services of the FinCon Group, represented by HEBHI and SIRIUS, together with their original content (excluding third-party content), features, and functionalities, constitute and shall remain the exclusive intellectual property of the FinCon Group, HEBHI and SIRIUS, or their licensors. The FinCon Group, HEBHI, and SIRIUS respect the intellectual property rights of third parties, in particular those of contracting partners. It is the strict policy of the FinCon Group to comply fully with applicable intellectual property laws and to take appropriate measures, including legal action, in the event of proven infringements by third parties, cooperation partners, or affiliated persons. Any contracting party who owns a copyright or is authorized to act on behalf of such a right and believes that a protected work has been used in a manner that constitutes an infringement must notify the FinCon Group in writing via email to [contact\[at\]humanecology\[dot\]com](mailto:contact[at]humanecology[dot]com), including a detailed description of the alleged violation. Any individual or entity engaged in business relations with the FinCon Group may be held liable for damages (including legal costs) if proven to have infringed copyrights, or if false or defamatory claims of infringement are made.

33. Amendments / Modifications of the General Terms and Conditions

The FinCon Group, represented by HEBHI and SIRIUS, expressly reserves the right to amend or modify these General Terms and Conditions at any time in response to legal, economic, or commercial necessities. Such amendments shall be duly communicated to all companies and private individuals registered on the website, and in particular to all contracting parties, in a timely manner. Amendments affecting existing agreements are permissible only where required by mandatory legislative changes or stock exchange regulations to ensure the continued lawful execution of the agreed terms. All contracting parties expressly acknowledge and accept these rights of amendment without objection.

34. General Terms and Conditions as Integral Part of Agreements

The General Terms and Conditions of the FinCon Group, represented by HEBHI and SIRIUS, shall at all times constitute the binding foundation and integral component of any agreement or contract concluded with the FinCon Group. Unless expressly stipulated otherwise in writing, every agreement or contract automatically falls under these General Terms and Conditions. By signing, the contracting parties accept their full and unrestricted validity.

35. Severability Clause

Should any provision of these General Terms and Conditions be invalid, unlawful, or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. In such a case, the parties agree that these General Terms and Conditions shall continue to apply in accordance with the principles of sound commercial practice, and the invalid provision shall be replaced or amended as soon as possible to conform with applicable law.

36. Governing Law and Jurisdiction

Disputes arising from these General Terms and Conditions, as well as from any agreements based thereon, shall be governed by the law and jurisdiction of the respective region of implementation. For all transactions conducted within Europe, Irish law applies. The exclusive place of jurisdiction is Dublin, Ireland (registered office of SIRIUS VISION LIMITED). For all transactions conducted in the United States, U.S. law applies, in particular the laws of the State of New York; in addition, the law of the domicile or registered office of any U.S. contractual partner applies complementarily. The exclusive place of jurisdiction is Albany, New York (registered office of HEBHI). For disputes involving U.S. partners, the place of jurisdiction of the partner's domicile or registered office shall also apply.

37. Contact

For questions regarding these General Terms and Conditions of the FinCon Group, represented by HEBHI and SIRIUS, please contact: [contact\[at\]humanecologybusiness\[dot\]com](mailto:contact[at]humanecologybusiness[dot]com)

Dublin, Ireland, EU, 2022
SIRIUS VISION LIMITED, DUBLIN, IRLAND
Albany, New York, USA, 2022
HUMAN ECOLOGICAL BUSINESS HOLDING INTERNATIONAL INC.