



## **CHIP REWARDS SEEKING \$5M FIRST ROUND DEBT/EQUITY**

ChipRewards is seeking \$5M of first round funding (debt/equity) with a pre-money valuation of \$19M and post-money valuation of \$24M. A future second round of funding estimated to be \$20M with a pre-money valuation of \$62.4M and post-money valuation of \$82.4M. On a discounted cash flow valuation basis and using the firm's projected five-year value, the internal rate of return for initial investors estimated to be 68.8% or 13.7 x capital. Year six sales projected to be \$178M with Net Income of \$45M and EBITDA of \$59M. Company value projected at year six with EBITDA multiples of 8 x is \$235M.

Following a thorough review of the ChipRewards business model with principal owner, Nelson Consulting's judgment is that owner and his named directors are imminently qualified to manage this endeavor to a successful outcome, evidenced by their successful record of accomplishment with similar enterprises.

**For more information on this company and the funding request, go to next page, print, complete items highlighted in blue in the Nelson Consulting, Inc. Confidentiality / Disclosure Agreement and Fax to (813) 200-1215. Nelson Consulting will expedite an Executive Summary to your Email address. Note: Nelson Consulting's client has agreed to pay all fees and/or compensation for services render, highlighted in yellow in the following Confidentiality / Disclosure Agreement.**



**CONFIDENTIALITY / DISCLOSURE AGREEMENT**

**Print Legibly, Sign & Fax to (813) 200-1215**

**A FACSIMILE COPY OF THIS DOCUMENT SHALL SERVE AS AN ORIGINAL SIGNATURE FOR ALL PURPOSES.**

**INVESTMENT DESCRIPTION: CHIP REWARDS**

**Your Name:** \_\_\_\_\_, **Company Name:** \_\_\_\_\_,

**Telephone number:** \_\_\_\_\_, **Fax Number:** \_\_\_\_\_,

**E-Mail Address:** \_\_\_\_\_, **Web Site:** \_\_\_\_\_,

**Mailing Address:** \_\_\_\_\_, herein known as

PROSPECT, acknowledges and agrees that PROSPECT approached NELSON CONSULTING, INC. (INTEMEDIARY), and that INTEMEDIARY was the first to advise them of the availability and details concerning this business investment and/or real property opportunity.

1. PROSPECT understands and agrees that all dealings concerning the opportunity above will be handled through INTEMEDIARY and that

**INTEMEDIARY has entered into Agreements with owner's seeking funding in exchange for payment of fees and/or compensation.**

INTEMEDIARY will furnish to PROSPECT certain proprietary information relating to the various operations, properties, personnel, financial and other matters that are non-public, confidential or proprietary in nature and are hereinafter referred to as "Proprietary Information." The Proprietary Information will be kept confidential and shall not, without the prior written consent of INTEMEDIARY, be disclosed by PROSPECT or its agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by PROSPECT, its agents, representatives or employees, other than in connection with a potential investment in the opportunities described. PROSPECT shall be fully responsible for any breach of this Agreement by itself, its agents, representatives or employees. The Proprietary Information (including any copies thereof), will be returned to INTEMEDIARY immediately upon INTEMEDIARY'S request. PROSPECT agrees that it shall not retain any copies of the Proprietary Information supplied pursuant to the terms and conditions of this Agreement. 2. Any and all information provided to PROSPECT is provided for informational purposes only. INTEMEDIARY does not make any representations and/or warranties as to the accuracy of the information provided and that PROSPECT is to make his or her own independent evaluation of the opportunities described above. PROSPECT acknowledges that INTEMEDIARY has advised PROSPECT to seek independent professional advice in the review and evaluation of the information provided and that PROSPECT should seek the advice of an attorney and/or certified public accountant. 3. In the event PROSPECT discloses the availability of said designated opportunities to a third party who invest in said business without INTEMEDIARY'S assistance, then PROSPECT, in addition to the remedies specified herein, is also responsible for payment of INTEMEDIARY'S fees and compensation which would have been paid by INTEMEDIARY'S client. 4. For two years from the date of this Agreement, PROSPECT agrees not to deal directly or indirectly with the owner's of the INTEMEDIARY'S client seeking funding without the prior written consent of INTEMEDIARY. If PROSPECT enters into an investment, sale or purchase Agreement, a management contract or other financial arrangement with a INTEMEDIARY'S client, including the lease or purchase of business premises from the INTEMEDIARY'S client, PROSPECT shall be liable for any and all damages INTEMEDIARY may suffer, including but not limited to the INTEMEDIARY'S fees and compensation agreed to by the INTEMEDIARY'S client. PROSPECT agrees and does hereby appoint INTEMEDIARY its attorney in fact to execute all documents necessary to place a lien on the PROSPECT'S and INTEMEDIARY'S client business assets to collect its fees and compensation, and this Agreement shall be the consent to do so as required by Florida Statute 475.42. 5. This Contract shall be governed by the laws of the state of Florida. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable attorney's fees, costs, and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in the Circuit Court in and for Hillsborough County, Florida. The parties hereby agree that any controversy, which may arise under this Agreement, would involve complicated and difficult factual and legal issues. Therefore, any action brought by either party, alone or in combination with others, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury. 6. The INTEMEDIARY'S client is the intended beneficiary of all covenants of PROSPECT, which benefit the INTEMEDIARY'S client, including without limitation the covenants concerning the use of information disclosed to PROSPECT, and an INTEMEDIARY'S client may bring an action to enforce such covenants. PROSPECT represents and warrants to INTEMEDIARY that PROSPECT do not represent a third party, governmental agency or competitor of the business, nor is PROSPECT employed by a competitor and the sole purpose for receiving any information regarding a business is to invest in said business. **PROSPECT acknowledges receiving a copy of this Agreement and a facsimile copy with signatures shall be considered as original.**

Prospect Internal Document ID \_\_\_\_\_

**PROSPECT Signature**

**Signature Date**

**John L Nelson President**

**Signature Date**

**Nelson Consulting, Inc.**

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**PO Box 22006**

**FAX : (813) 200-1215**

**Tampa, Florida 33622**

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