

## LE MAT EUROPE

c/o LE MAT SWEDEN  
Stigbergsliden 5 B  
414 63 Göteborg  
registration number 769618-7660  
Tel: Italy (39) 3357780682



European Social Entrepreneurs  
for inclusive community tourism

## LETTER OF INTENT

### Parties:

1. Le Mat Europe Ek for, Fiskhammsgatan 41D, 414 58 Göteborg, 769618 – 7660, hereinafter called Le Mat
2. Development Initiatives Forum Foundation, ul.Brukowa 28 lok 4, 15-687 Bialystok, Hereinafter referred to Prospective Franchisee / that intends to become a national Polish Franchisor.

Le Mat has developed a method for the operation and marketing of a social enterprise. The concept is called Le Mat. The concept includes knowledge of methodology, support, marketing, management, training, finance and administration, etc. Le Mat intends to disseminate this business idea by starting new social enterprises in close cooperation with other cooperatives that sign agreements with Le Mat.

Le Mat has furthermore developed a franchise concept to enable social enterprises with the same business model to be established by independent stakeholders in an orderly manner in other locations hereinafter called 'the franchisee'.

Development Initiatives Forum Foundation, hereinafter called PF (Prospective Franchisee) declares, with the signing of this letter of intent, its interest in taking further part of the Le Mat concept in order to enter the system as a franchisee.

The purpose of this pre-agreement is to give the parties an opportunity to deliberate in regulated forms on PF's entry into the Le Mat chain as a franchisee that intends to become the Polish franchisor who will be responsible for elaborating and adapting documents according to the Le Mat Europe manuals and the Polish law with supervision of the Le Mat Europe.

Until a franchise agreement is signed between the parties - and in the case that for some reasons or others it is not implemented - the following conditions apply:

1.

The parties shall mutually exchange complete and correct information on the technical and economic conditions that are essential for their eventual continued cooperation, namely:

1.1

Le Mat shall provide PF calculated or practical experience of sales under specified conditions and the financial outcomes for similarly specified conditions with respect to the market potential and the size of the unit

1.2

PF shall provide Le Mat with information about economic conditions, practical experience and current economic and educational backgrounds.

Whatever each party thus informs the other party shall be treated as strictly confidential and must not in any circumstances be communicated to the other.

The bottom right corner of the document contains several handwritten signatures in blue ink. One signature is clearly legible as 'J.P.'. To the right of the signatures, the number '1' is written, likely indicating the page number. There are also some scribbles and other marks around the signatures.

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What Le Mat informs about the expected financial outcome is not to be perceived as a guarantee of the actual result which obviously always has to be dependent on the efforts and skills of the franchisee.

2.

PF pays at the signing of this letter of intent € 100 including VAT, as an advance on the entry fee according to the franchise agreement in force. If there is no access to a property to be used for the operations, to which both parties can agree, within two years of signature of this agreement, both parties can terminate the agreement at three months' notice. At such termination half of the advance € 100 will be reimbursed. If the agreement is not terminated it will be automatically extended by one year at a time.

3

Both parties are free to reject the agreement signed without stating any specific reasons for this. Would PF choose to decline to sign the agreement despite the access to a property agreed upon according to paragraph 2 above, half the advance fee, € 100 is reimbursed. Would Le Mat choose to decline signing the agreement despite the access to a property agreed upon according to paragraph 2 above, the total advance fee, € 100 will be reimbursed.

4.

Would PF not wish to sign a franchise agreement with Le Mat, PF commits itself not to directly or indirectly, commercially exploit what PF learned about Le Mat in connection with the negotiation of the agreement.

5.

Whether a franchise agreement between the parties or not has been signed they are bound by the obligations as stated above in point 1.2 second paragraph as well as in point 2. Violation of these obligations may give rise to payment for damages caused.

6. Any dispute concerning the interpretation or application of any provision of this agreement shall be settled by arbitration in accordance with the relevant Swedish legislation.

Bialystok 16/6 2014

16/6 2014

Elisabet Abal

RENATE GOERGEN