

**AMBASSADOR INVESTMENT CAPTIVE Inc.**  
**EVA® = (ROIC-WACC) x IVC**

AICC FORM 901

**APPLICATION FOR AN ON BALANCE SHEET RECORDED "AICC Captive Solution"  
the "CFIG ® - Capital FUND All in INVESTMENT GUARANTEE"**

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|--|---|
| <p>1. The Applicant requests and authorises AICC &amp; KUB to undertake the Analysis of a AICC Captive Solution™.</p> <p>2. In making the Application, the Applicant:</p> <p>2.1 Warrants to AICC - Ambassador Investment Captive Inc &amp; KUB (KUB International Ltd) that:</p> <p>2.1.1 the Materials are accurate, complete and not misleading;</p> <p>2.1.2. the person or persons signing the Application on the Applicant's behalf are legally authorised and empowered by the Applicant to bind it to the performance of its Obligations;</p> <p>2.1.3 the signing of the Application by the Applicant constitutes good, valid and sufficient authority and direction to the Applicant's Representatives (whether named in the Materials or not), to extend their complete and unreserved co-operation to KUB and its Representatives including, without limitation the provision of access to and copies of Data.</p> <p>2.2. Acknowledges and agrees that:</p> <p>2.2.1 the terms and conditions on which We accept and agree to undertake and process the Application are contained in this Document and the attached Terms and Conditions incorporating the Dictionary of Defined Expressions;</p> | <p>2.2.2 it is the Applicant's responsibility to provide the Materials to the Risk Management division of AICC &amp; KUB at the time of submitting the Application.</p> <p>2.2.3 in accepting the Application, KUB relies on the accuracy and integrity of the Materials as the foundation for the Analysis;</p> <p>2.2.4 the acceptance of the Application by AICC &amp; KUB does not entitle the Applicant to an on-balance sheet recorded Capital Fund All In Investment Guarantee;</p> <p>2.2.5 AICC &amp; KUB is not obliged to commence the Analysis unless and until the Cost of USD <u>50.000.-</u> has been credited in cleared funds to its <u>Bank Account</u>;</p> <p>2.2.6 regardless of the outcome of the Application, the Cost is <u>non-refundable</u>;</p> <p>2.2.7 AICC &amp; KUB is empowered to obtain Data from the Applicant's representatives;</p> <p>2.2.8 non co-operation or failure to comply by the Applicant's Representative with AICC &amp; KUB's request/s for Data is a good and sufficient reason for suspension, discontinuance or abandonment of the Analysis, in which circumstances AICC &amp; KUB, in its sole discretion, may retain or refund (in full or in part) the Cost</p> |
|--|---|

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2010

**SIGNED FOR AND ON BEHALF OF THE )  
APPLICANT for a AICC Captive )  
Solution™**

.....  
(full name and other identifying information)  
by its Representative/s and

.....  
(name and address to be inserted)

.....  
Witness Signature

.....  
Witness Name (Please Print)

.....  
Witness Address

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**DICTIONARY OF DEFINED EXPRESSIONS**

**"Account"** means Ambassador Investment Captive Inc, bank account, the details of which are:

European Bank Account:	MIGROS BANK/Schweiz
Clearing- Nr:	8401
BIC / SWIFT:	MIGRCHZZ80A
Kontokorr:	USD 505.150.04 USD
IBAN:	CH8108401000050515004
Depositor:	Ambassador Investment Captive Inc.
Purpose:	CFIG- Application

**"Action"** means any act, omission, conduct, sufferance or behaviour where any contract, Agreement, deed, arrangement, understanding, custom, practice, course of dealing, waiver, estoppel, Right, interest or estate, whether enforceable or not, whether actual, prospective or contingent and whether or not evidenced by a formal Document is created, made, effected, taken, suffered or entered into by conduct, orally or in a Document, before or after the date of this document;

**"Agreement"** includes any contract or agreement, whether in writing or not, whether or not it is enforceable, whether or not it is evidenced by any Document, whether or not it is only enforceable by equitable remedies or under the law of estoppel, waiver or otherwise and whether it is actual, prospective or contingent in respect of any Right and/or Obligation;

**"Analysis"** means the process by which We examine the Materials and assess if the Applicant possesses the economic and strategic business pre-conditions which tend to support the establishment of an on-balance sheet recorded Sinking Fund Insurance Guarantee;

**"Applicant"** and **"You"** means the party making the Application;

**"Application"** means the written request for the Analysis;

**"Business Day"** means a day on which Banks are open in the Principality of Europe for the conduct of business with the public;

**"Clause"** means a clause of this document; ("Sub-clause" has a similar meaning); a reference to a Clause followed by a number refers to the relevant Clause in this document;

**"Confidential Information"** means in relation to a party, information or material, including material that is by its nature confidential, is designated by the party as confidential, or the other party knows or ought to know is confidential, and includes:

- A. information or material which relates to the financial position of the party;
- B. information or material relating to the internal management structure of the party or the personnel policies and strategies of the party;
- C. information or material of the party to which the other party has access that has any actual or potential commercial value to the disclosing party;
- D. information or material comprised in or relating to any Intellectual Property Rights of a party but, excluding information or material which is at any time:  
  
in the public domain, otherwise than by a release or breach by the recipient of the information pursuant to this Agreement;
- E. is disclosed or generated by a party in the course of performing its Obligations under this Agreement;
- F. known to any other person, including a competitor of the party disclosing the information who has the right to disclose information on a non-confidential basis to the recipient or,
- G. known to the recipient of the information as a result of being provided by or required from a source having the right to disclose the information on a non-confidential basis to the recipient.

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**"Cost"** means the fixed fee we ask you to pay for the Analysis;

**"Data"** means information howsoever recorded and in whatsoever format which We require the Representative/s to provide;

**"Determination"** means a decision that Your Application is successful;

**"Document"** includes:

- A. all paper or other material on which there is writing or printing, or on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
- B. all disks, tapes, software, databases or other articles, or all materials, from which sounds, images, writings or messages are capable of being reproduced with or without the aid of any other article or device and,
- C. all certificates of title, other certificates and records used for any communication for security purposes in respect of any subject matter referred to herein;

**"KUB"** means KUB International AG, CH-1700, Fribourg, Rue d Or.9;

**"AICC"** means Ambassador Investment Captive Inc. 391 N.W. 179<sup>th</sup> Avenue Beaverton, State of Oregon 97006, U.S.A.

**"Insolvency Event"** means the happening of any of the following events:

- A. if the relevant Person is or states that it is unable to pay its debts when they fall due;
- B. if any action or step is taken to appoint, in the case of a corporation, a liquidator (including provisional liquidator), a receiver, a receiver and manager, an administrator or any other external administrator of any of that corporation's assets;
- C. if any action or step is taken, in the case of a natural person, to have that person made bankrupt;
- D. if any action or step is taken to obtain protection from creditors under any Law;
- E. if anything occurs which is similar to or which has a substantially similar effect to any of the events set out above;

**"Intellectual Property Rights"** includes but is not limited to all copyrights and all rights in relation to inventions (including but not limited to patents, patent applications, inventions, modifications or improvements), registered and unregistered trademarks (including service marks), logos, business names, designs, Confidential Information (including trade secrets and know-how), processes, circuit layouts, Work Product and all other proprietary rights in industrial or intellectual property related to or connected with or associated in any way whatsoever with the Application;

**"Law"** includes any requirement of any statute, rule, regulation, proclamation, ordinance, local law, by-law, or other provision having the force of law present or future in the Principality of Liechtenstein;

**"Liability"** means any monetary, pecuniary or money Obligation due, owing or payable by any Person to any Person under this document or in respect of any subject matter referred to in this document;

**"Materials"** means Your last audited annual report including but not limited to balance sheets; profit and loss statements; explanatory notes; financial forecasts; statements of corporate policy; plans and strategies and any other data in whatever format required by Us in connection with the Analysis;

**"Obligation"** includes any legal, equitable, contractual, statutory or other obligation, commitment, duty, responsibility, undertaking or Liability, whether created by any Document, Action, Law or otherwise;

**"Party"** means a party to this document;

**"Person"** includes any corporation and vice versa;

**"Right"** includes any legal, equitable, contractual, statutory or other right, title, interest, estate, property, power, authority, benefit, entitlement, privilege, choice in action, remedy, discretion or enforceable cause of action in respect of any subject matter referred to in this document, but excludes any Obligation;

**"Representative"** in relation to a Party means a director, officer, employee, agent, consultant, accountant, banker, lawyer or other professional adviser of or representing the Party;

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**"Capital Fund All in Investment Guarantee"** means an on-balance sheet recorded non-negotiable insurance instrument that guarantees the orderly retirement of capital debt and (in part only) the associated interest liability;

**"Third Party"** means medical or other experts, investigators, or specialists instructed or retained by Us in connection with and in furtherance of the Analysis;

**"This Document"** means and includes this document and all schedules, appendices, annexures and exhibits to it;

**"Us"** and **"We"** means AICC & KUB's risk management division charged with the responsibility of carrying out the Analysis.

**"Work Product"** means without limiting the generality of the expression, our models, presentations, reports and submissions prepared in the course and in aid of the Analysis.

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**TERMS AND CONDITIONS**

1. The terms and conditions of business on which We accept Your Application:
  - 1.1 Are contained in this Document and the attached Dictionary of Defined Expressions;
  - 1.2 Override, supersede and replace any prior statements, understandings, representations, assurances, promises, undertakings or warranties which are not expressly contained in this Document;
  - 1.3 Are capable of alteration by mutual agreement subject to such alteration being recorded in writing and signed by Us and You;
  - 1.4 If countermanded by Our Representative, entitle Us to cease performing Our Obligations.
2. We reserve the right in our sole discretion:
  - 2.1 to commence the Analysis when We determine that You have provided Us with the Materials;
  - 2.2 to suspend, discontinue or abandon the Analysis –
    - 2.2.1 if We determine that the Materials are flawed, insufficient or in any way lacking in substance or integrity;
    - 2.2.2 if We exercise our rights under Clause 2.8 or 2.9 below;
    - 2.2.3 if for reasons entirely outside our control, such as acts of God, we are prevented from commencing or carrying out or completing Analysis;
  - 2.3 to restructure the Material for the better implementation of the Analysis;
  - 2.4 to call for the provision of Data;
  - 2.5 at Your cost to retain Third Parties;
  - 2.6 to commence the Analysis only after the Cost has been credited/paid into the Account;
  - 2.7 to require payment of additional fees if for reasons entirely outside Our control the pre-assessed or represented time framework for commencement, execution or completion of the Analysis is considered by Us to require adjustment;
  - 2.8 to suspend or discontinue the Analysis if at any time You fail to pay when requested, additional fees or Third Party costs;
  - 2.9 to extend stipulated dates (if any) for completion of the Analysis if You are in breach of Your Obligations including, without limiting the generality of the expression, the obligation to provide Material and Data;
  - 2.10 to accept or reject the manner in which you elect to pay the Cost, the additional fees or Third Party costs if such payment is made in any other way except as prescribed by Clause 3.1.
3. The Cost:
  - 3.1 is payable –
    - 3.1.1 without deduction, by direct credit into the Account;
    - 3.1.2 simultaneously with the submission of the signed Application;
  - 3.2 does not include Third Party costs or additional fees;
  - 3.3 is subject to alteration because Our pre-estimation of the Cost is rendered inaccurate by reason of circumstances entirely outside Our control;
4. If the Cost or Third Party costs or the additional fees are not paid in accordance with this Document, We reserve the right and are entitled to:
  - 4.1 claim interest calculated on a daily basis in respect of all unpaid amounts at the rate of eight per centum (8%) per annum;
  - 4.2 capitalise unpaid interest;

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- 4.3 capitalise any costs and expenses We may incur in enforcing Our rights under this Document including the right to be paid in accordance with the provisions of this Document;
- 4.4 postpone, suspend or discontinue the performance of Our Obligations pending the compliance by the Applicant with its financial Obligations to Us;
- 4.5 to extend the time framework (if any) specified for the performance of Our Obligations by reference to the delay occasioned by reason of the Applicant's failure to perform its financial Obligations to Us;
5. We may terminate this Agreement if the Applicant –
  - 5.1 fails to comply with the additional or extended period of time granted to it for the performance of its financial Obligations to Us;
  - 5.2 if the performance of Our Obligations is delayed or in any way prejudiced by the Applicant's action or failure to act;
  - 5.3 if in the course of the performance of Our Obligations we become aware of information or form the opinion (acting reasonably) that the Applicant's integrity is questionable;
  - 5.4 if the extended time framework for performance of Our Obligations resulting from the Applicant's failure to perform its Obligations exceed fifty percent (50%) of the pre-estimated, agreed or specified time framework;
6. We will terminate this Agreement if an Insolvency Event occurs in respect of the Applicant.
7. You agree that:
  - 7.1 the outcome of the Analysis is fundamentally governed/shaped by the Materials and Data as submitted by You and by Your Representatives;
  - 7.2 We may with Your knowledge and consent restructure the Materials and/or Data if in Our opinion such restructure is necessary to optimise the likelihood of a Determination;
  - 7.3 Unless You have asked for and received our prior written consent, You must not in any way use, disseminate, reproduce or allow to be used, disseminated or reproduced, Our Work Product.
  - 7.4 If You use or allow to be used Our Work Product in breach of Clause 7.3 then You further agree that a fair and reasonable pre-estimation of Our loss and damage in such circumstance is 0.5% to 1% of the amount of capital required to establish the on-balance sheet recorded Capital Fund All in Insurance Guarantee;
  - 7.5 Pending payment of the Cost and additional fees (if any) and Third Party costs (if any), We have and may exercise a lien over and in respect of the Materials, Data and Work Product.
8. Notification of an error or a mistake in the Analysis or the Determination must be communicated to Us by registered mail to be received by Us within five (5) Business Days after the Analysis and/or Determination have been communicated by Us to You.
9. If We determine that the notification provided under Clause 8 is a warranted notification, We, in Our sole discretion, may elect to –
  - 9.1 Refund to You the Cost or part thereof;
  - 9.2 At Our expense in all respects, take all steps reasonably required to rectify the acknowledged error or mistake and present to You, the revised Analysis or Determination, as the case may be.
10. A party:
  - 10.1 May not, either during the term of this Agreement or at any time afterwards, disclose or cause or permit to be disclosed any of the Confidential Information to any person, except with the prior written consent of the other party;

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- 10.2 Must not use any of the Confidential Information except in the proper performance of this Agreement.
11. This Agreement is governed by the laws of the Principality of the State of Oregon and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of the State of Oregon.
12. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provisions of this Agreement.

Please Applicant signed the Form and send the AICC Form 901 back to:

KUB International Ltd

9, Rue d Or, 1700 Fribourg, Switzerland