



# TEASER PROJECT PHYTO CUISINE

November 2023



# Investment Considerations

## Project Phyto Cuisine

### Dutch producers of high-quality, plant-based food for the international food service market

- In the period of 2018-2023, the company has developed high-quality, artisanal plant-based meal components for the foodservice market (B-to-B). Such as pasta sauces as well as other meat and fish alternatives. The products have been fully tested and recognized by relevant market parties such as chefs, caterers and other professionals. However, current production is on a small scale.
- The timing is excellent: The demand from the professional market is vast, yet the current supply is rather limited. Most parties offering plant-based food products focus on the retail markets (large volumes) instead of the B-to-B foodservice market.
- The company has an experienced management team with a proven track record in the food industry.
- Several UK-based players in the food industry have shown great interest in the products. This has led to the signing of Letters of Intent for the purchase of approximately 180,000 KG in Q1/2 2024. Given the heightened demand for high-quality plant-based products, numerous stakeholders have expressed interest in purchasing said products.
- There is an urgent need for production capacity. Recently, the company identified a facility in the eastern part of the Netherlands that meets the requirements for food production. To establish a complete production facility with sufficient capacity to facilitate future growth, additional equity/financing of approximately €1.8m is required. This funding can be injected in various tranches based on milestones.
- The financial outlook is very positive, projecting a potential and anticipated EBITDA of €2.4m to €4.4m within the next 3 to 4 years.
- The current shareholders are seeking a professional (co-)investor to expedite and facilitate the business plan, both financially and strategically. Given the tight timelines, an entrepreneurial approach to the business case and investment is appreciated.
- With this investment, we present the opportunity to participate in a groundbreaking product for the professional foodservice industry. In addition to excellent return prospects, we are convinced that these products will contribute to a healthier world.

Premium Quality  
and Taste

100% Plant-Based

Artisanal  
production

> €2,4m  
EBITDA in 2026

€0.9m Required  
Funding 2024

Foodservice

Equity stake  
t.b.d.

1<sup>st</sup> delivery: Q1-2  
2024



# CONTACT DETAILS

Project Phyto Cuisine



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FBM Corporate Finance

## Contacts

For further information regarding the presented Teaser on the Phyto Cuisine project, please reach out to one of the advisors listed below. They will be pleased to provide you with additional details about the business and potential next steps. To receive the investment proposal, we kindly ask you to complete the NDA on the following page in a legally valid manner and return the signed document to the contact persons below.



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# NON-DISCLOSURE AGREEMENT (NDA)

Project Phyto Cuisine



**To:**  
FBM Corporate Finance  
Rond het Fort 42  
3439 MK Nieuwegein

**From:**  
[Name of business]  
[Address]  
[Post code and place]

In consideration for your disclosure to us (the "Prospective Buyer") on behalf of yourself and on behalf of the seller(s) ("Your Client"), under the reference "Project Phyto Cuisine" of information that is either non-public, confidential, or proprietary in nature (the "Confidential Information"), we hereby declare and commit to both you and your Client that we shall:

1. Treat the following information as confidential, which shall be deemed Confidential Information:
  - a) information (written or oral) relating to or in connection with the company offered for sale (the "Business") or Your Client, and all information related to or in connection with the activities of the Business and Your Client, provided to us or our representatives (which term includes the directors, officers, employees, agents, funding sources, and professional advisors of the Prospective Buyer) shall remain the exclusive property of the Business;
  - b) analyses, compilations, studies, or other documents prepared by you and/or us that contain such information or reflect your/our assessment of, or interest in, the Business;
  - c) the name of the company;
  - d) the fact that the company may be sold;
  - e) the fact that we have requested FBM to provide us with such information.
2. Treat all Confidential Information as private and confidential, taking all necessary precautions to maintain its status as such.
3. Use the Confidential Information solely for the purpose of evaluating the business for the potential acquisition of the business (the "Intended Transaction").

4. At no point, disclose or otherwise make available to any third party any Confidential Information other than to our agents, professional advisors, financing sources and to those of our officers and employees who are required by us in the course of (and solely for the purpose of) such evaluation (collectively, the "Permitted Disclosees") to receive and consider the Confidential Information.
5. Agree that we are responsible for ensuring that our Authorized Parties adhere to the terms of this commitment as if they were the signatories thereof.
6. This agreement does not apply to the disclosure of Confidential Information that:
  - a) was lawfully known to the prospective acquirer prior to disclosure, as evidenced by its records;
  - b) is or becomes public at the time of disclosure or thereafter, or becomes publicly available, other than through a breach of this commitment by the prospective acquirer and/or those authorized by them to disclose the information;
  - c) a third party lawfully and without a breach of any non-disclosure obligation has disclosed or made available to the Prospective Acquiring Party; or
  - d) must be disclosed pursuant to a court order or a binding request from a regulatory (or similar) authority.
7. Upon receiving a written or oral request from FBM/the Client, either return all written Confidential Information to you/the Client, along with all copies made, or confirm in writing that all written Confidential Information previously in our possession (or in the possession of Authorized Parties) has been destroyed. Notwithstanding the foregoing, we may retain copies of the Confidential Information as may be required by applicable law or in accordance with our customary archival back-up practices and procedures.

# NON-DISCLOSURE AGREEMENT (NDA)

Project Phyto Cuisine



8. Confirm that neither we nor our Permitted Disclosees, without your/Your Client's prior written agreement, will directly or indirectly:
  - a) employ or engage a staff member of your company and/or your client, provided, however, that such restrictions shall not apply to (i) general good-faith employment offers that are not specifically directed to such person or (ii) when such person contacts us solely on their own initiative, as evidenced by our records; or
  - b) enter into any form of contract with any of the clients or suppliers of your client or the business where confidential information has been used. For the avoidance of doubt, we are not deemed to violate this commitment if we or our Authorized Parties approach clients and/or suppliers of FBM's Client in the normal course of business and without any connection to the Proposed Transaction.
9. Not, and neither shall our Permitted Disclosees, communicate with any employee, supplier, distributor, agent or customer of Your Client regarding the Proposed Transaction without prior written permission from you or Your Client.
10. Compensate your Client for damages, which your Client, the Company or their respective Affiliates, corporate bodies, employees and advisers may incur as a consequence of the breach of any of the obligations contained in this Confidentiality Agreement by us, including any breach by our Affiliates or Authorised Parties. The payment of damages shall not release us, our Affiliates or Authorised Parties from our obligation to comply with this Confidentiality Agreement.
11. This agreement shall be governed by and construed in accordance with the laws of the Netherlands.
  - a) Any disputes arising out of or in connection with this Agreement shall be exclusively settled by the court in Amsterdam This undertaking is governed by, and shall be construed in accordance with Dutch law and will remain in force for a period of 24 months from the date of signature provided, however that we acknowledge that after this agreement shall be expired to be in full force and effect, the information contained in the Confidential Information shall continue to have a confidential character.

**We agree that transmission of the signed undertaking by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed undertaking. We hereby accept the above terms and conditions. The signatory to this agreement warrants, covenants and undertakes that he/she is authorised to enter into this agreement on behalf of the Prospective Acquirer.**

**Signed by:**

Date:

Name:

Position:

\_\_\_\_\_  
Signature

Phone number:

E-mail address: