WeCure Investor’s Prospectus

PART I

Company Vision and Mission

To provide context and a deeper understanding of the company's ethos, we reiterate our vision and mission. At WeCure, our vision is to revolutionize the medical tourism landscape by bridging the gap between patients and top-tier medical facilities. Our mission is to ensure that every individual, irrespective of their location, has access to world-class, affordable medical care in the serene environment of Antalya.

Sustainable and Ethical Practices

WeCure is dedicated to implementing sustainable and ethical business practices. Our partnerships with medical institutions and professionals are forged based on a shared commitment to ethical treatments, patient safety, and sustainable environmental practices.

Customer Testimonials and Success Stories

While numbers and facts provide a rational perspective, real stories and experiences touch the heart. We have numerous testimonials from satisfied customers who have experienced our services and benefited from the treatments. These narratives stand testament to our commitment to excellence and the tangible difference we bring to lives.

Technology and Innovation

Our journey is constantly fueled by innovation. We invest in the latest technologies and platforms to ensure seamless, efficient, and user-friendly experiences for both our customers and our partners. Our digital presence, including our website and app, is designed with the user in mind, ensuring easy navigation, prompt support, and comprehensive information.

PART II

Executive Summary

As a trailblazer in the domain of medical travel facilitation, WeCure is headquartered in the sun-drenched coastal city of Antalya, Türkiye. With an unfaltering commitment to high-quality, budget-friendly elective medical treatments, we have established robust relationships with medical institutions and highly trained professionals, thereby serving a diversified international clientele.

Micro Investment Configuration

For a capital injection of €12,500, each individual investor will secure a distinctive 1,00% equity stake in WeCure, thereby integrating themselves into our ambitious expansion plans detailed in the pitch deck shared with you.

Individual Investor Equity Limit

In this particular investment round, each investor is restricted to acquiring a maximum of a 2,00% equity stake. This restriction is designed to ensure a diverse and balanced ownership structure, discouraging undue concentration of influence.

Corporate Investor Equity Limit

In this particular investment round, any corporate investor is restricted to acquiring a maximum of a 5,00% equity stake. This restriction is designed to ensure a diverse and balanced ownership structure, discouraging undue concentration of influence.

Business Structure and Dividend Flow

Investors should note that shares will be issued from SPV Zero Ltd, a UK-incorporated entity. It is vital to clarify that SPV Zero Ltd owns 100% of WeCure Hellas SA. While trading activities will be conducted by WeCure Hellas SA, dividend payouts will be orchestrated via SPV Zero Ltd to maintain structural integrity and streamlined financial operations.

Annual Dividend Allocation

Assuming the company remains under its founding managerial aegis, every shareholder is guaranteed an annual dividend pro-rated by their shares, calculated from net profits after mandatory legal and fiscal obligations have been satisfied.

Strategic Exit Provisions

The agreement includes explicit contractual obligations necessitating shareholders to offload their equity stakes in the scenario of an outright acquisition or merger involving WeCure. Activation of this exit provision mandates that any current management shall offer a per 1% share buyout price of no less than €125,000, ie. Minimum 10 times the current valuation.

PART III

Comprehensive Risk Factors & Legal Disclaimer

All prospective investors are urged to engage in careful risk assessment, keeping in mind that investments in the business sector inherently possess a financial risk variable. While WeCure is steadfastly committed to achieving its forecasted business objectives, investors are required to formally acknowledge these associated risks through legally binding investment documentation and agreements.

Legal Liability Shield for Investors

WeCure acknowledges the importance of investor confidence and security in their investment. To this end, it is hereby stipulated that all micro investors participating in this round of investment shall be indemnified and held harmless against any third-party legal actions, including but not limited to lawsuits filed by patients or entities against WeCure. This protection ensures that micro investors are solely contributors and are not liable for the operational decisions or outcomes of WeCure's services. All legal responsibilities and obligations arising from any claims or disputes shall be exclusively assumed by WeCure, without recourse to individual investors for any liabilities, damages, or legal fees.

Maximum Equity Tranche

A fixed ceiling has been imposed on this investment round, restricting the aggregate equity offer to a limit of 20%. This strategic limitation aims to curb excessive dilution while sustaining a cohesive and focused shareholder base.

Transparency in Investor Identity

Should no formal written request to the contrary be received, the identity of participating investors may be freely disclosed amongst the larger stakeholder collective, thereby encouraging a culture of collaboration and open dialogue.

In the interest of full transparency and to ensure an equitable investment opportunity for all parties involved, we will share pertinent bank statement details with investors. Specifically, this data will include the date, time, amount, and account holder name associated with each investment, but will redact any other personal or banking information to safeguard privacy.

The investment opportunity is meticulously capped at 20 slots, each representing a 1% equity stake. Once these slots are filled, we will openly declare to prospective investors that the investment round has reached its limit and that we are no longer accepting additional funds. Should any funds be transferred post this announcement, said funds will be promptly returned to the respective account holders, thereby maintaining the integrity and fairness of this limited investment opportunity.

Enhanced Investor Relations & Community Building

An annual summit will be meticulously planned and hosted by WeCure in the scenic locale of Antalya. The event will not only feature an exhaustive review of key performance indicators but also invite collaborative brainstorming sessions that leverage the collective expertise of our diverse investor pool. For those who cannot participate in person, online video conferencing will be available.

PART IV

First Right of Refusal & Third-Party Transactions (FRR)

Any investor receiving an external third-party offer for their shareholdings is contractually obligated to notify WeCure promptly. Activation of a 30-day FRR clause grants WeCure the prerogative to either match the external offer or confer approval for the external transaction to be finalized. Subsequent equity holders will be comprehensively bound by the foundational terms and investment conditions, thereby preserving the integrity of the original agreement.

Acknowledgement of Due Diligence & Informed Decision-Making

Each investor is expected to affirmatively declare that they have undertaken a thorough review of our extensively detailed pitch deck. Said deck encompasses varying growth and risk scenarios—best case, conservative, and disaster. Investors' formal participation substantiates an unequivocal acknowledgement of their comprehensive due diligence, discerning judgment, and full awareness of potential financial outcomes, both positive and negative.

PART V

Digital Signature Methodology

For the seamless execution and validation of all related documents, we will be utilizing electronic signature platforms such as Dropbox Sign among others. This not only accelerates the investment process but also underpins the importance of digitized, secure, and environment-friendly operations within WeCure.

Interdependency of Prospectus and Pitch Deck

The prospectus and our pitch deck are inextricably linked components of our comprehensive investment presentation. While one might cover specifics, the other may make reference to it. Prospective investors are thereby urged to consider both in tandem, ensuring they grasp the complete picture of the opportunity, the potential, and the nuances therein.

PART VI

Initiating Your Investment

If you've made the discerning decision to invest in WeCure and be a part of our transformative journey, our bank account details are as follows:

Banking Institution:	**Revolut Ltd**
Bank Address:	**7 Westferry Circus, E14 4HD, London, United Kingdom**
Account Holder:	**SPV ZERO LTD**
BIC:	**REVOGB21**
Intermediary BIC:	**CHASDEFX**
IBAN:	**GB22 REVO 0099 6904 5439 20**
Beneficiary Address:	**71-75 Shelton Street, Covent Garden, WC2H 9JQ, London, United Kingdom**
Currency:	**EURO (€)**

<u>Please add a €40 intermediary fee, in case you are using the SWIFT system.</u>

We eagerly anticipate welcoming you into the WeCure family and jointly charting a course towards a brighter, healthier future.

Sincerely,

Ali Özbek, Chairman
Dated: 30th March 2024

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Dated: ………………………………… 2024