

# Client Agreement



# General Terms and Conditions

## 1. Introduction

1.1. This Client Agreement (further the “Agreement”) is concluded by and between Headway NOVA (further the “Company”) on the one part and the Client, as a legal entity or an individual, who has completed the Account Opening Application Form (further the “Client”).

This Agreement specifies the terms and conditions for the provision of services by the Company. The Company provides to the Client the following services: participatory interests in one or more collective investment schemes, including a collective investment scheme in real estate assets represented by digital tokens via blockchain-technology.

Headway NOVA owned and operated by JAROCEL PTY LTD, registration number 2021/883863/07; registration address 3 Flamingo Crescent, Beacon Bay, East London, 5241, South Africa.

1.2. Headway NOVA” - the Platform enables users to invest in tokenized real estate assets, offering opportunities for ownership of real estate tokens and potential returns generated from these investments. The Company mission is to provide investors with a secure, efficient, affordable and transparent investment experience in the real estate market utilizing blockchain technology.

1.3. By accessing or using our Services, the Client acknowledges full comprehension of the agreement, having read it in its entirety, and agrees to be bound by the terms set forth in this document.

1.4. Company reserves the right to modify or amend the requirements for Client at any time and for any reason. It is the responsibility of the Client to review the Agreement periodically to stay informed of any updates or changes. The continued usage of Company`s services after any modifications or amendments to the requirements will constitute Client's acceptance of such changes.

### Not Financial Advice

Please be aware that the Company is not registered as a financial or investment advisor and does not engage in any activities that would necessitate such registration. None of the information found on the Platform should be construed as a recommendation by the Company or its affiliates to purchase or sell any real estate tokens offered by Headway NOVA. The information presented on the Platform has been prepared without taking into account the specific investment objectives or financial circumstances of any individual client.

The Platform and the Company do not offer financial advice or recommend investments. Company recommends consulting with Client's independent advisors before making any investment decisions.

## The primary language of the Agreement

The primary language of the present Agreement and all Company documents is English. A translation of any Company document into a language other than English is intended solely as a convenience to the Clients. The function of the translation is merely informative. In case of an inconsistency between the English version and the translation of this Client Agreement or any other Company document into another language, the English version shall be of prior importance. The Client must provide the relevant documentation or information to substantiate the chargeback cycle or compliance case in the English language or with an accompanying translation in English. The Client accepts and understands that the official language of the Company is English.

## 2. Warning: Read Carefully and Agreement Assumed

### 2.1. Client Responsibility

The company strongly emphasizes that a Client carefully reads and understands this Agreement before using the Platform. Each provision contained within this agreement is important and requires full understanding. By accessing or using the Platform, Client reviewed and understood the terms and conditions of this document and agreed to be bound by all provisions outlined herein.

## 3. Requirements for Clients

### 3.1 Age Requirement

Any Client must be at least 18 years of age to use Company Services. By accessing or using the Platform, a Client represents and warrants that they are at least 18 years old. If a Client is accessing or using the Platform on behalf of a legal entity, Client represents and warrants that they have the authority to bind that entity to this Agreement.

### 3.2 Legal Capacity

Any Client must have the legal capacity to enter into a legally binding contract in Client's jurisdiction to use the Services. If a Client does not have the legal capacity, they must not use the Platform. By accessing or using the Platform, a Client represents and warrants that they have the legal capacity to enter into this Agreement.

### 3.3 Compliance with Applicable Laws

The website and mobile application Headway NOVA is owned and operated by JAROCEL PTY LTD (registration number 2021/883863/07). JAROCEL PTY LTD is authorized and regulated by FSCA (Financial Sector Conduct Authority), license number 52108.

Clients must comply with all applicable laws and regulations in their jurisdiction while using the Platform. It is the Client's responsibility to ensure that the use of the Platform is not prohibited or restricted by any laws or regulations.

### 3.4 Prohibited Jurisdictions

The Company does not accept clients from the United States of America (USA) and the Russian Federation. By accessing or using the Platform, a Client represents and warrants that they are not a resident or citizen of the United States of America (USA) or the Russian Federation.

The Company reserves the right to verify the jurisdiction of the Clients and may request additional information or documentation to confirm Client's eligibility to use the Services. Failure to provide requested information or documentation may result in the suspension or termination of the Client's account.

The Company reserves the right to update and modify the list of prohibited jurisdictions at any time without prior notice. It is Client's responsibility to review the Client Agreement regularly to ensure that they comply with any changes.

## 4. Legality

Using the Services in a manner that violates laws and regulations is prohibited. Clients are solely responsible for ensuring that the use of the Services and completion of transactions through the Platform comply with jurisdiction-specific regulations and all applicable laws, regulations, orders, and court decisions. If a Client has any concerns about legality in their jurisdiction, they should consult legal counsel. By accessing, registering for, or using the Services, Clients assume all risks and are solely responsible for obeying all relevant rules and regulations related to Platform activities.

## 5. Description of Services

### 5.1. Service overview

The Headway NOVA platform (hereinafter referred to as "NOVA", "the Platform" or "the Services") provides a technology-based method for real estate investment. This is facilitated via a user-interface platform, consisting of a mobile application and website, that makes select real estate investments achievable in a manner compliant with applicable regulations. Utilizing blockchain technology, NOVA converts real estate properties into digital tokens. As a result, NOVA provides a platform for investments in high-value properties which is accessible to Clients and is implemented through legitimate means.

The Company introduces a unique technology that integrates the solid real estate market with the evolving crypto industry, enabling Clients to purchase real estate tokens symbolizing fractions of prime global properties. Ownership of these tokens allow Clients to potentially garner profits from property dividends. Headway NOVA has formulated an investment process that is simple and centered around Client's accessibility.

## 5.2 Account Registration

5.2.1. To utilize the Services, it is required for Clients to establish a Headway account. During registration, it is imperative that a Client provides accurate, verifiable information, encompassing their legal name and a functioning email address. Client's account is designed for personal use and is not transferable under any circumstances. By using the Services and creating an account, a Client agrees to:

- a) Provide accurate and complete information;
- b) Keep your password and account secure;
- c) Update their information promptly;
- d) Assume all risks of unauthorized access.

5.2.2. By creating an account, Clients confirm the truthfulness of their information. Sharing or granting access to Client's account is prohibited. Failure to provide information may limit the use of the Platform. The Company handles Client's personally identifying information according to the [Privacy Policy](#), which Clients should review and agree to.

5.2.3. In order to access certain features of the Services, the Company necessitates that A Client authenticate their identity via the completion of the Know Your Customer (KYC) protocol. This procedure requires, but is not limited to, the submission of the ensuing details:  
1) An identification document approved by a government entity or a passport  
2) The unique identification number associated with the document provided  
3) Permanent residential address.

5.2.4. Should there be any alterations or modifications to personal data, or an expiration of the Client's personal ID document(s), it is incumbent upon the Client to inform the Company within a three (3) business day timeframe. The updated documents should be sent via email, including the Client's first and last name in addition to a copy of a valid passport or ID. This notification must be signed, scanned, and forwarded to [care@hwnova.site](mailto:care@hwnova.site) from the original email used for account registration. Alternatively, the revised documents may be uploaded in the Profile section of the Platform. The Company reserves the right to request additional verification documents as needed in order to authenticate the Client's identity and to stay in compliance with prevailing KYC regulations. Any delay or non-compliance with this provision is considered a breach of this Agreement by the Client and may result in the closure of the Client's account.

## 5.3. Token offering

5.3.1. Headway NOVA ("the Company") engages in collaborations with real estate companies operating within various international markets. These partners supply real properties for the Company to tokenize, utilizing blockchain technology. The Company's

operations are grounded in an agreement between JAROCEL PTY LTD and Mercury LTD in the United Arab Emirates (UAE) market.

Tokenization, in this particular sense, involves the converting of real estate assets provided by Mercury LTD or other partner companies into a digital token (referred to as Headway NOVA tokens or NOVA tokens) that can be moved, recorded, or stored on a blockchain system - a digital ledger using encryption methods to maintain, record, and decentralize data.

Through these means, the Company implements an efficient strategy for enabling participation in collective investment schemes centered on real estate assets, represented in a form of digital tokens powered by blockchain technology. The series of tokens (referred to as Headway NOVA tokens or NOVA tokens) are issued as a new series of Ethereum blockchain-based smart contract digital tokens complying with the ERC-20 standard.

5.3.2. The company will provide Clients with the selection of investment opportunities that a Client may to be involved in. However, Client's choice to participate in the Headway NOVA token offering does not guarantee that a Client will be granted permission to participate in said offering. Company decision to allow a Client participation is dependent on various factors, including but not limited to Client's ability to meet legal requirements for participation, obtaining consent from relevant third parties, executing documentation, and the Company discretion. The Company does not guarantee that the potential transaction a Client has chosen will take place, nor does the Company guarantee Client's eligibility to participate if it does occur. If a Client is given the opportunity to take part in a transaction, they must complete the verification process and read and agree to additional documentation. All decisions made by Headway NOVA management regarding the Services, investments, and other activities on the Platform are final.

5.3.3. The Headway NOVA token offering, in which Clients are participating, shall be governed by the terms and conditions outlined in this Client Agreement and in the Supplemental Offering Agreement, which serves as an additional investment agreement.

5.3.4. Token offering or property funding is a process to sell real estate tokens to potential investors or Clients via the Platform. To participate in the purchase of Headway NOVA tokens in a specific offering, it may be necessary for a Client to complete various steps, including, but not limited to:

- 1) fulfilling the Client registration process by providing Email, First name, Last name, and Country of residence;
- 2) verifying Email address;
- 3) authenticating Client's identity by submitting a government-issued ID or passport;
- 4) funding one or more investment opportunities by purchasing NOVA tokens on the Platform using fiat currency or cryptocurrencies;
- 5) confirming Client's intent to proceed with the purchase;
- 6) obtaining the final documentation related to Client's token purchase;
- 7) providing the Company with any additional information requested or taking any other necessary actions throughout the token offering process.

5.3.5. To effectuate the transfer of purchased tokens on the Platform, it may be necessary (but not obligatory) for a Client to supply information pertaining to Client's digital wallet. In the event that a Client does not possess a digital wallet, a default option will be provided to securely store Client's acquired Headway Nova tokens on the blockchain address designated by the Company.

DISCLAIMER: The Headway NOVA tokens being offered elicit a high level of speculation and entail significant risks. Prospective purchasers are advised to consider acquiring these tokens solely if they possess the financial capacity to endure potential losses. The Company provides no guarantees or certainties regarding the attainment of its business objectives or the emergence of a secondary market for the interests, irrespective of utilization of the Platform, involvement of third party registered broker-dealers, or any alternate means. Investment in private placements necessitates a high risk tolerance, minimal concerns over limited liquidity, and unwavering long-term commitments. The interests for sale are susceptible to depreciation, and no banking institution or other assurance can be provided.

## 5.4. Orders

5.4.1. To purchase NOVA tokens and thereby obtain rights to profits from these property tokens, it is necessary to initiate and complete an Order. Generally, the Client needs to carry out the following steps:

- i). Select an available real estate property for investment, study the details of the investment project on the Property page, including investment strategy, dividend policy of the asset, financial performance and so forth. All values for the available properties are forecasted, which does not guarantee the indicated profits.
- ii). Select the intended number of tokens for purchase. The Platform maintains up-to-date information on the number of tokens available for purchase for each property.
- iii). Within a Cart, a Client must check and confirm the final breakdown and total cost of their Order. Proceeding further with the purchase implies Client's agreement to the Order's structure.
- iv). Choose an available payment method.
- v). Proceed with the payment transaction for the created Order. The time it takes to pay for the Order depends on the payment system and it may take up to 48 hours. If the Company does not receive payment within 48 hours, the Order will be canceled. The Client will be notified of the Order cancellation.
- vi). Once the payment for the Order has been successfully processed, the tokens purchased will be shown in the Client's portfolio within their account. Following the conclusion of the transaction, Client will receive an additional offering agreement. This agreement includes the rules and conditions relevant to the investment project, for which the tokens have been procured by the Company.

Importantly, the Client acknowledges and agrees to the fact that an additional agreement can only be generated if the Client passes verification checks as outlined by the Company. The Company, at its sole discretion, reserves the right to confirm and verify the Client's identity and other pertinent information. Only upon successful verification, an additional agreement may be furnished for the Client, which will involve and detail supplementary offerings related to their account and the secured tokens. The Company retains all rights to suspend the provision of such agreements if the Client fails to successfully complete the verification process.

5.4.2. Clients can utilize the platform to monitor the exact status of their orders. Potential states of an order may include:

- 1) **Successful Order:** This denotes that the order has been fulfilled, payment has been received, and the tokens ordered have been delivered into the Client's account. Clients can view all such operations in their Portfolio.
- 2) **Pending Order:** This indicates that while the order has been placed, the Company is still awaiting payment via the selected method. Depending on the payment method chosen, this process could take up to four hours.
- 3) **Canceled Order:** This means that the order has been canceled by the Platform due to non-receipt of payment or a rejection by the payment system or canceled by the Client.

## 5.5. Dividends

5.5.1. The complete official information regarding the current investment conditions is located on the Platform. The Company reserves the right to change the investment conditions with or without prior notification.

5.5.2. Token-Holder Financial Entitlements and Limitations:

Clients who purchased NOVA tokens via the Platform, herein designated as Token-holders or Token owners, are granted particular rights. These rights are specifically tied to the financial returns, or dividends, generated by the underlying real estate assets, and do not extend to ownership or any other rights over the properties themselves. In essence, a Token-Holder's entitlement is strictly limited to a share of profits equivalent to their proportionate token ownership. The reception and subsequent withdrawal of dividends are exclusively permissible via transactions conducted on the Platform.

5.5.3. Types of Investment Strategies and Dividends:

The Company offers a variety of investment strategies, pertaining to various properties, that Clients can choose by exploring the real estate properties on the Platform. Details about these properties and respective investment strategies can be accessed on the Platform. The current range of investment strategies include:

- 1) **Capital Gain Strategy** - This strategy enables token-holders of the property to profit from the change in property value following the investment duration, otherwise termed as 'Duration' on the Platform. The dividend, here known as 'Property Appreciation', is disbursed once at the end of the Duration. Property appreciation is derived using the formula: 'Current property price - Starting property price', where the current price is determined based on the date of Duration conclusion. The token-holder will receive information about the specific date through various communication channels and/or via the Platform.



To receive the Property Appreciation dividend, token-holders must return their property tokens to the Company. In return for the tokens, the token-holders will receive initial investment and Property Appreciation profit in proportion to their token ownership. For those Clients who store their tokens on the Company's blockchain address, the process of returning the tokens will be automated. However, for Clients who have transferred their tokens to Private Digital Wallets, they will need to adhere to the instructions provided on the Platform and use the feature to return their tokens to the Company in order to activate withdrawal of the Property Appreciation profit.

2) **Long-Term Rent Strategy** - This strategy allows for token-holders to be eligible for two kinds of dividends:

(i) Property Appreciation Dividends: Calculated and operationalized in the same manner as described under Section 5.5.3, Point 1 ("Capital Gain Strategy") of this Agreement, token-holders will receive initial investment and Property Appreciation dividends once, at the end of the allocated property duration period.

(ii) Regular Rental Payouts or Rental Dividends: In this arrangement, the property will be managed with the aim of long-term leasing over the specified duration. Profits obtained from the rent will be construed as property profits and distributed among token-holders according to the proportion of their token ownership.

Rental dividends under the Long-Term Rent Strategy are disbursed regularly. If the property remains untenanted for periods during the Duration, no dividends will be distributed for that term. The frequency and terms of such distributions are specified on the Property Page on the Platform. While current practice involves quarterly distribution of dividends, the frequency is subject to change. The most accurate and up-to-date information will always be available on the Platform.

3) **Holiday Home Strategy** - This approach permits token-holders to become eligible for two distinct forms of dividends, mirroring the Long-Term Rent Strategy but exhibiting notable variations:

(i) Property Appreciation Dividends: Calculated and operationalized in the same manner as described under Section 5.5.3, Point 1 ("Capital Gain Strategy") of this Agreement, token-holders will receive initial investment and Property Appreciation dividends once, at the end of the allocated property duration period.

(ii) Rental Payouts or Rental Dividends: Under this provision, the property is maintained with the intention of short-term leases throughout the designated span or specifically for vacation or other transient occupancy. The consistency of rental profit is not guaranteed and is contingent on the property's level of inhabitants throughout the investment tenure (Duration). Revenues derived from the rent are interpreted as property profits and are proportionately disseminated among token-holders in accordance with their token possession ratio.

Rental dividends under the Holiday Home Strategy are regularly disbursed. If the property remains untenanted for periods during the Duration, no dividends will be distributed for that term. The schedule and conditions of such payments are delineated on the Platform. Current convention entails a quarterly dividend distribution, although the frequency is adjustable. The most precise and current information is perpetually available on the Platform.

5.5.4. The stages of property progression on the Platform are as follows:

1. Coming Soon: At this stage, properties are displayed on the platform that are intended to be opened for investment in the future. These properties are currently not open for investment and are solely listed for informational purposes.
2. Available: At this point, properties are open for investment. Clients can monitor the ongoing funding progression on the specific Property page, which includes a progress bar demonstrating the total quantity of property tokens, as well as the number of tokens remaining or currently available for purchase.
3. Funded: This stage is reached once a property has completely transitioned through the Available stage and is fully funded, meaning all tokens have been purchased by Clients. These properties are no longer open for investment and are maintained on the platform solely for informational purposes.

5.5.5. Dividend Accumulation Period

"Dividend Accumulation Period" shall refer to the span of time during which the dividends from the property commence accruing. The duration of this "Dividend Accumulation Period" shall typically coincide with the agreed-upon timespan ("Duration"), though with the stipulation that no rental dividends may accrue if a period within this Duration experiences zero rent from said properties.

The "Dividend Accumulation Period" begins upon the completion of the investment property funding process (property status "Funded").

Please be aware that the Company is unable to provide an exact timeframe for the duration of the funding period. This timeline is influenced by various factors, including market conditions and investor interest. However, please rest assured that the Company is committed to expediting this process wherever possible, with the aim of accelerating the commencement of the "Dividend Accumulation Period".

Do note that while the property remains open for investment, the "Dividend Accumulation Period" cannot commence. Tentative dates for reference will be listed on the Property pages on our Platform. For more detailed information, please refer to Section 5.6. of this Agreement.

The Company shall bear no liability for any delays in anticipated rental periods for the respective properties. Token holders shall be provided with accurate updates regarding key dates such as completion of property investment, onset of the rental period, periods of vacancy with no rental income, and other significant activities involving the funded properties.

5.5.6. The Company retains complete authority to amend the terms and conditions pertaining to investment strategies, distribution of dividends, and delivery dates, obliging to provide prior notification to the token-holders.

## 5.6. Management of Properties

5.6.1. To provide comprehensive property management services, Headway NOVA collaborates with Property Management companies located in the regions where the invested properties reside.

5.6.2. Property Management companies assume complete responsibility for all aspects of property management. This comprises, but is not restricted to, the initiation and conclusion of any financial transactions and operations concerning the properties, the identification and placement of new tenants in a timely manner, the maintenance of the property to ensure it remains in an adequate state, inclusive of furnishings, appliances, and additional items, the punctual collection of rental payments from tenants, the handling of utility payments, undertaking necessary repairs, the execution of any promotional campaigns for the property within the market, and any other necessary undertakings related to the property. The goal is to maintain the properties' market value and comply with market conditions.

5.6.3. Headway NOVA (JAROCEL PTY LTD) holds the unreserved right to terminate its association with any property management company not acting in the best interests of the Clients or obstructing the achievement of investment targets. Furthermore, Headway NOVA also asserts its right to switch to different property management companies or collaborate with multiple such companies concurrently, if such a move strengthens the investment objectives and serves Clients more effectively. Company primary interest is to safeguard the interests of the Clients and to ensure their access to premier real estate investment opportunities endures.

5.6.4. Headway NOVA and Property Management company may reach an ancillary agreement regarding the property's sale prior to the Duration's end, given that such a transaction's conditions are more advantageous to the Company and its Clients. Simultaneously, the Company is under no obligation to seek approval for any real estate related activities, including property sales, from token-holders. However, the Company commits to notifying all invested actors, inclusive of token-holders, about impending transactions related to the property. The Company always operates in the best interests of token-holders in every situation.

## 6. Payments and Financial operations

### 6.1 Purchasing NOVA tokens

6.1.1. Clients can purchase available NOVA tokens via the Platform by means of the payment methods and systems available in the Platform.

6.1.2. If it is impossible to execute an order automatically, the request will be carried out by the financial department as soon as possible, maximum within two (2) business days (Monday - Friday) after the financial operation was created.

6.1.3. The Company has the right to establish the minimum amount of the order for certain payment methods/systems. If applicable, the minimum amount will be indicated in the purchasing form.

## 6.2. Deposit of funds to the internal NOVA wallet

6.2.1. Clients can deposit funds to their internal NOVA wallet by means of the payment methods and systems available in the platform.

6.2.2. If it is impossible to execute a deposit automatically, the request will be carried out by the financial department as soon as possible, maximum within two (2) business days (Monday - Friday) after the financial operation was created.

6.2.3. The Company has the right to establish the minimum amount of the deposit for certain payment methods/systems. If applicable, the minimum amount will be indicated in the deposit form.

6.2.4. The Company does not accept direct payments or payments to third parties.

## 6.3 Withdrawals

6.3.1. Withdrawals must be processed via the same payment system, same account, and same currency that were used to complete Client's purchases and deposits. If the Client uses multiple payment systems or multiple external wallets, the funds must be withdrawn in proportion to the amounts in purchases and deposits.

6.3.2. In relation to the use of virtual or digital currency within financial transactions, the Client has an option but is not obligated to withdraw their funds in the form of cryptocurrencies. If the Client chooses to do so, it should exclusively be to external wallets that have previously been utilized for the acquisition of tokens or deposits, or to external digital wallets integrated with the Platform through the WalletConnect protocol. This condition serves as a measure to confirm the Client's ownership of the respective digital wallet.

6.3.3. The Withdrawal must be made to a personal bank account or personal e-wallet only. The Company reserves the right to request proof (screenshot) that the e-wallet belongs to the Client.

6.3.4. The withdrawal request will be carried out by the financial department as soon as possible, in the order it was received, maximum within two (2) business days after the request is created.

6.3.5. In exceptional cases (e.g. force majeure circumstances, termination of payment system operation, etc) the Company is entitled to decline a Client's withdrawal to this

payment system. Depending on the circumstances such occurrences are considered and handled case by case.

6.3.6. If an order has been paid via a debit or credit card at least one (1) time, a withdrawal from the account should be processed back to this card within the fiscal year from the date of the last deposit made via the debit or credit card. A front and back copy of the debit/credit card is required to process the withdrawal. The copy must contain the first six (6) digits and the last four (4) digits of the card number, cardholder's name, expiry date and cardholder's signature.

6.3.7. In case of discrepant transactions, the Company may cancel any operations that are not found in the payment system's records or were canceled or chargeback. In this case, the Company also reserves the right to cancel any financial operations made with the unconfirmed funds as well as call back any related payments for these operations.

6.3.8. The availability of Dividend Withdrawal is confined exclusively to the Platform, with no additional activities required for Clients who retain their tokens within the Company's blockchain storage. Clients who have transferred tokens to third-party digital wallets must establish a connection between these digital wallets and the Platform to receive and withdraw dividends. In such situations, the Company reserves the right to verify the Client's ownership of the NOVA tokens and their eligibility for dividends.

The Company disclaims responsibility for token transactions that do not occur on the Platform.

6.3.9. Headway NOVA is not liable for delays in processing withdrawals if such delays are caused by the payment system.

6.3.10 All withdrawal requests are processed through third-party payment providers, who apply their own transaction fees, which are charged directly to the Client. The Company does not reimburse these fees to the Clients. Information regarding payment system limits and applicable fees is available on the Platform for the Client's reference.

6.3.11. In case the Payment System changes their policy, a commission may be charged for deposit and/or withdrawal according to the changes.

6.3.12. If a client makes a deposit, does not purchase tokens and/or the Company's income from the client's operations is less than the compensated commission for the client's deposit, and makes a withdrawal request the Company can request for the Client to process the withdrawal via any payment method chosen by the Company.

## 6.4 Financial security

6.4.1. In the event of an indication or suspicion of any form of Client's fraudulent activity or violations of the Client Agreement's conditions, the Company reserves the right, at its sole discretion, to suspend all transactions the Client has made via the Platform.

6.4.2. The Company may at any moment ask the Client to submit a copy of a passport, ID or other equivalent document, certified by a notary (at Company's discretion).

6.4.3. The Company is entitled to prohibit the purchase, deposit or withdrawal of profit to Third Parties.

6.4.4. In case if it becomes known of the Client's death or Client's incapability the Company has the right to terminate the Agreement and to block the Client's account. The right to withdraw the remaining balance from the Client's account will be available only for Client's Executor or the Next of Kin according to the applicable law and with documents issued by the competent authorities.

6.4.5. To comply with KYC and AML requirements, the Company reserves the right at any time to request the Client to provide the Source of Funds / Source of Wealth used by the Client, as well as but not limited to a bank statement (from the last 3 months) showing the funds were obtained by legal methods. The confirmation can be one or more documents from the list below: Employment Income / Savings/deposits / Property Sale / Sale of shares or other investment / Loan / Business Sale / Company Profits / Dividends / Inheritance.

6.4.6. The Client is responsible for providing the correct information while making financial transactions such as a purchase, deposit, withdrawal by entering the correct Cryptocurrency wallet address, electronic payment system address, bank account number, debit/credit card number, etc.. The Company is not liable for any losses incurred from incorrect financial transaction processing if the Client enters the incorrect information while processing payments to/from their Headway NOVA account.

## 7. Fees, commissions and other costs

7.1. The Client is obligated to remit to the Company the fees, commissions, and other costs as specified in each investment project detailed on the Platform. The Company discloses the quantum of all prevailing fees, commissions, and other ancillary costs on the Platform, specifically under the 'Operational costs' section of the 'Property page'.

7.2. The Company asserts its right to modify the amounts of fees, commissions, and other charges without furnishing advance notice to the Client. Any such alterations are made public on the Platform under 'Operational costs', located on the 'Property page'.

7.3. The Company compiles a roster of fees and operational expenses (though not exhaustive) that may be integrated into the investment project, dependent on each property represented as tokens on the Platform:

- The Service Fee – extracted from dividends to fund the provision of the service.
- Government Tax – exacted from dividends by the government, targeting both individuals and corporations that yield income.
- The Property Management Fee – deducted from dividends for holistic professional upkeep of the property. Details pertaining to this are expounded upon in Section 5.6 of this Agreement.

- The Appreciation Fee – taken from the price differential of the property, applied only once, contingent on an increase in its valuation upon conclusion of the investment term.

In relation to the Capital Gain strategy, the Company merely levies the appreciation fee. Conversely, all four fees apply to rental strategies, including the 'Holiday Home' and 'Long-Term Rent'. You may view the full breakdown of all fees under 'Operational costs' on the 'Property Page'.

7.4. The Company may integrate services from third parties that may involve associated costs or commissions from Clients (such as payment systems). The Company does not bear any responsibility concerning the presence, amounts, or other terms associated with these charges. However, the Company endeavors to provide Clients with information about such charges from third-party services, should they directly pertain to the services rendered to Clients by the Company.

7.5. The Company offers a benefit of a compensatory commission from a specified payment method for orders that are successfully accomplished, integral to the purchase of tokens. Should the order be processed with a lesser amount than the anticipated value, the Company reserves the right to rescind said order. Upon cancellation, the Company will initiate a refund process to the payment method, net of any commissions already paid.

## 8. Communication between the Client and the Company

8.1. The Company may use any of the following methods of communication with the Client, as determined at its sole discretion:

- a) The Platform chat;
- b) The Company's Website;
- c) The Company's mobile application;;
- d) Email;
- e) Telephone;
- f) Post;
- g) Commercial courier service;
- h) Air mail;
- i) Video calls.

To contact the Client the Company shall use the information provided by the Client in their Profile on the Platform according to the present Agreement's regulations.

8.2. The priority means of communication is Email.

8.3. Correspondence, such as documentation(s), announcement(s), notification(s), report(s), and others are considered to be accepted by the Client:

- a) One (1) hour after sending via email;
- b) Immediately after finishing a conversation by telephone;
- c) Seven (7) days after sending via post;
- d) One (1) hour after placement it on the Company website or the mobile application.

8.4. To provide the security and confidentiality for all Clients operations made by the Client, the access to the Platform is secured by passwords. The Client is responsible for keeping his/her logins and passwords safe and secure.

8.5. Telephone conversations and video calls between the Client and the Company may be recorded. Such records will be the sole property of the Company and serve as conclusive evidence of the orders / instructions / requests / conversations or calls so recorded.

## 9. Intellectual Property Rights

The Company maintains full possession over its intellectual property rights, including, but not limited to, copyrights, innovations, trademarks, designs, domain names, practical knowledge, data, and other ethereal property rights ("Intellectual Property Rights"). Any Intellectual Property Rights inherent in the Services or any fractional part of it will always stay the exclusive property of the Company.

## 10. Privacy and Data Protection

10.1. The Company upholds stringent confidentiality standards, handling the Client's confidential information with the utmost care and only processing personal information when necessary.

10.2. The Company gathers and processes personal data in line with our [Privacy Policy](#), accessible via the Platform.

10.3. By accepting this Agreement, the Client grants the Company permission to utilize, process, and store pertinent data. The Company may also use anonymized data for the ongoing enhancement of the Services or for analytical objectives.

## 11. Limitation of Company Liability

11.1. The Client hereby acknowledges and agrees that, to the fullest degree permissible pursuant to prevailing laws and regulations, the liability of the Company arising from or affiliated with this Agreement and the provision of Services shall be constricted to instances of intentional misconduct, egregious negligence, or any personal injury caused by its action or inaction. The Client further acknowledges and agrees that any additional legal and financial accountability of the Company on any grounds whatsoever, including but not limited to direct, indirect, special, incidental, consequential or any other types of damages of any nature, inclusive of but not limited to, depreciation and loss of capital, income, potential profits, loss or destruction of data or detraction of goodwill, is expressly and specifically excluded from the ambit of the Company's responsibilities under this Agreement.

11.2. The Client accepts and agrees that the Company bears no liability for possible inaccuracies, incompleteness, or lack of concurrence of the Services with any individual Client aims. Neither the Company nor the Client will be held responsible for failing to uphold their



respective obligations under this Agreement, excluding payment obligations, should such failure originate from an event of force majeure, or circumstances beyond either party's reasonable control.

11.3. Furthermore, the Client consents to indemnify the Company and absolve it from any liability resulting from any loss, damage, liability, claim, or demand, including rational legal fees and expenses, advanced by any third party as a result of: (i) the Client's violation of this Agreement or any applicable laws, by their employees or any person acting on behalf of the Client; (ii) any breach of the representations and warranties provided by the Client in this Agreement and/or any other agreements entered into with the Company in relation to the Services; (iii) the Client's infringement upon a third party's rights.

## 12. Warranties and Service Availability

12.1. Acceptance of Services: The Client acknowledges that the Company provides the Services on an "as is" and "as available" basis. The Client understands and agrees that the Company does not provide any warranties or representations of any sort pertaining to the Services or any information and materials included therein.

12.2. Assurance of Care and Skill: The Client acknowledges that the Company, while making the Services available, employs a reasonable degree of care and skill in the delivery and performance of these Services.

12.3. Limitation on Service Functionality: The Client acknowledges that the Company does not provide any guarantees regarding the error-free operation of the Services, or their ability to function without interruptions or disruptions.

12.4. Discretionary Maintenance: The Company reserves the right, at its own discretion, to carry out maintenance or improvements to the Services and their underlying infrastructure. The Client acknowledges and agrees that these activities may occasionally result in temporary service interruptions or delays.

12.5. Advance Notice of Potential Interruptions: Whenever reasonably feasible, the Company will make efforts to notify the Client in advance about any anticipated interruptions to the Services.

12.6. Exclusion of Additional Warranties: The Client agrees that apart from any warranties explicitly stated in this Client Agreement, all other warranties are unequivocally excluded.

## 13. Disclaimer and Risks

THE MATERIAL FOUND ON BOTH THE WEBSITE AND THE PLATFORM IS DESIGNED EXCLUSIVELY FOR THE REFERENCE OF INTERESTED, QUALIFIED INVESTORS. IT IS DESIGNED SOLELY TO OFFER AN OVERVIEW OF OUR SERVICES AND SHOULD NOT BE INTERPRETED AS BUSINESS, LEGAL, TAX, OR INVESTMENT ADVICE. THE INFORMATION PROVIDED DOES NOT CLAIM TO ENCOMPASS ALL THE DATA A

CUSTOMER MIGHT NEED TO ENGAGE IN TRANSACTIONS RELATING TO OUR SERVICES. FOR THOROUGH UNDERSTANDING, CUSTOMERS ARE ENCOURAGED TO CONDUCT INDEPENDENT RESEARCH AND SEEK COUNSEL FROM THEIR OWN PROFESSIONAL CONSULTANTS.

The Services-provided data is meant to function as a general summary for competent investors, irrespective of an individual's investment goals, financial conditions, or median and irrespective of its suitability for a specific customer. Clients acknowledge neither the provision of said information nor the act of it being accessible implies any invocation, suggestion, or proposition to invest in any projects, commodities, securities, financial products, instruments, or other properties. Some data might refer to historical or modeled historical performance and predictions. It is important to note that past accomplishments and forward-looking statements cannot serve as dependable indicators for future trends. All provided information is liable to alteration and may not be refreshed or tailored to accommodate future occurrences or developments.

INVESTING IN DIGITAL ASSETS AND CORRESPONDING PROJECTS ENTAILS SUBSTANTIAL RISKS, WITH A POSSIBLE OUTCOME OF BECOMING COMPLETELY VALUELESS. CLIENTS SHOULD ACKNOWLEDGE THAT THERE ARE NO GUARANTEED OR REPRESENTED ATTRIBUTES, WHETHER EXPLICITLY EXPRESSED OR IMPLIED, ASSOCIATED WITH ANY PROJECTS, PRODUCTS, INSTRUMENTS OR OTHER ASSETS. IN ACCORDANCE WITH THE LIMITS DEFINED BY RELEVANT LAWS, THE COMPANY SHALL NOT BEAR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, SECONDARY, INCIDENTAL, RESULTANT, OR ANY OTHER TYPES OF DAMAGES (THIS INCLUDES, BUT IS NOT CONFINED TO, LOSS OF CAPITAL, INCOME, OR PROFITS) THAT ORIGINATE FROM OR BEAR ANY RELATION TO ANY INFORMATION PROVIDED AS PART OF THE SERVICES.

Additionally, the Client specifically acknowledges that there exist several other risks associated with blockchain technology and related projects. These risks comprise, but are not limited to, (i) potential loss of access to private keys or credentials, (ii) security-related risks, (iii) risks linked to new technologies, (iv) market-related risks, (v) legal and regulatory risks, and (vi) risks originating from actions taken by governments and other authorities.

## 14. Miscellaneous

14.1. Complete Agreement: The entirety of the agreement between the Company and the Client comprises these Terms and any potential supplementary agreements, as referenced in section 5, pertaining to the subject matter of these Terms.

14.2. External Content: The Services could potentially incorporate content from third parties or links leading to third-party websites. The company does not bear any liability for, nor does it provide any guarantees or representations related to any third-party content or websites, which includes but is not confined to their accuracy, subject matter, quality, or timeliness.

14.3. Non-Transferable Rights: Without prior approval from the Company, the Client is prohibited from transferring or assigning any of their rights, responsibilities, or assertions under these Terms.

14.4. Amendments to the Platform: The Company holds the authority to alter, without reservation, any content within the Platform and the associated website. Moreover, the Company may modify, suspend or terminate the Platform's Services, features, or functionality at any given point in time. These changes can be implemented without providing notice and it will bear no obligation or liability towards a Client.

14.5. Termination: Irrespective of the Terms of this Agreement, the Company retains the authority, in its absolute discretion, to terminate Client's permission to utilize the Services, and inhibit or obstruct Client's forthcoming access to, and use of the Platform, without providing prior notice.

14.6. Severability: Should any clause within these Terms of the Agreement be deemed as illegal, null and void, or unenforceable for any given reason, such clause will be considered severable from the rest of the Terms of the Agreement. This will not impact the legal validity or enforceability of the remaining provisions.