

# Business Visibility as a Service (BVaaS) Purchase Agreement

Last Updated: September 15, 2025

Lagos, Nigeria

## 1. Introduction

This Business Visibility as a Service ("BVaaS") Purchase Agreement ("Agreement") is a legally binding contract between you ("Purchaser" or "You") and BVaaS, a service under development by its Founder, Victor Mark Temitope, operating in Lagos, Nigeria ("Founder" or "BVaaS"). By making a purchase under the BVaaS Pioneer Purchase Program ("Program"), You agree to be bound by the terms and conditions set forth herein. This Agreement governs the rights, obligations, and liabilities associated with Your participation in the Program. The purchase itself constitutes Your acceptance of this Agreement, and no additional signature from You is required for it to take effect.

**Important Notice:** BVaaS and "ProjectB23" are pseudonyms for the same service. The development period runs from August 1, 2025, to December 31, 2025. Upon completion, the service may adopt a new branded name, to be communicated publicly. This Program is **NOT** an investment platform. Purchases are not investments, do not confer ownership, voting rights, or guaranteed returns, and are subject to the terms outlined herein. Potential future equity conversion opportunities may be offered at BVaaS's sole discretion.

## 2. Nature of Pioneer Purchases

### 2.1 Purchase Definition

A pioneer purchase under the Program represents an advance commitment to acquire BVaaS services upon their launch, expected post-December 2025. Pioneer purchases are explicitly **not**:

- Investments in BVaaS or its parent entity;
- Equity or ownership stakes in any form;
- Debt instruments or loans;
- Securities under Nigerian or international law.

Purchases are solely prepayments for future access to BVaaS services and associated

benefits as described in this Agreement.

## **2.2 Liability During Development**

During the development period (August 1, 2025, to December 31, 2025), all liabilities related to the Program, including promotion and fund management, rest solely with the Founder, Victor Mark Temitope, duly represented by legal counsel. Upon product launch, liability will transfer to the parent corporate entity established for BVaaS.

## **2.3 Use of Funds**

All funds received from pioneer purchases will be allocated exclusively to the development of BVaaS, including but not limited to research, software development, marketing, and operational expenses. No refunds will be issued during the development period under any circumstances, as funds are irrevocably committed to these purposes.

# **3. Potential Future Equity Conversion**

## **3.1 Conversion Opportunity**

At BVaaS sole discretion, Purchasers may be offered the opportunity to convert their purchase amounts into equity in a future funding round, subject to:

- Execution of separate conversion agreements;
- Compliance with the Nigerian Securities and Exchange Commission (SEC) regulations and other applicable laws;
- Company valuation at the time of conversion;
- Approval by BVaaS management.

If offered, Purchasers may receive an exclusive discount of up to 90% on equity conversion compared to standard investors. For example, if one equity slot is valued at 2,000,000 at the time of conversion, a Purchaser with a 200,000 pioneer purchase could convert it into equity valued at 2,000,000, subject to final terms determined by BVaaS.

## **3.2 No Guarantee of Conversion**

BVaaS is under no obligation to offer equity conversion. The decision to offer conversion, the terms thereof, and eligibility criteria remain at BVaaS absolute discretion. Purchasers acknowledge that no equity rights are conferred by this Agreement or the purchase itself.

### 3.3 Financial Transparency

Should equity conversion occur, converted Purchasers will gain access to BVaaS balance sheet and key financial metrics post-launch, ensuring transparency and enabling accurate tracking of returns based on actual company performance.

## 4. Refund Policy

### 4.1 Development Period

No refunds will be issued during the development period (August 1, 2025, to December 31, 2025), as all funds are allocated to product development.

### 4.2 Post-Development Refund

Post-launch, if a Purchaser opts **not** to convert their purchase into equity (if offered), they are entitled to a refund of 1.5 times their original purchase amount, payable in installments over a minimum of six (6) months. For example, a 200,000 purchase would yield a 300,000 refund. This refund option is void if the Purchaser converts to equity. Refunds must be requested within one (1) month of the product launch, after which the option is forfeited, and the Purchaser receives an equity conversion pass, if offered.

## 5. Projected Returns and Risk Acknowledgment

### 5.1 Forward-Looking Statements

Any references to potential returns, including monthly ROI or passive income, are speculative projections based on internal models. These projections:

- Are not guarantees of future performance;
- Are subject to significant risks and uncertainties;
- Depend on market conditions and successful execution;
- Are provided for illustrative purposes only.

**No Profit Guarantee:** BVaaS makes no representations or warranties that Purchasers will achieve any returns. All purchases carry the risk of total loss. Past performance is not indicative of future results.

### 5.2 Risk Acknowledgment

By making a purchase, You acknowledge that:

- Startup ventures are inherently risky;
- Projected returns may not materialize;
- You may lose the entire purchase amount;
- You should only commit funds You can afford to lose.

## 6. Pioneer Purchase Management

### 6.1 Transparent Records

BVaaS will maintain a detailed ledger of all purchases, including Purchaser identification, purchase amounts, transaction dates, and communication history. This ensures fairness and transparency in managing potential future conversion opportunities.

### 6.2 Purchaser Benefits

Purchasers will receive:

- Official recognition as a **Founding Supporter** with a digital badge;
- Access to select internal memoranda and development updates;
- Full platform access for up to nine (9) months post-MVP launch, depending on the purchased tier;
- Access to a dedicated dashboard for real-time updates.

### 6.3 Non-Transferability

Purchase positions are non-transferable without prior written consent from BVaaS. Unauthorized transfers may result in forfeiture of all benefits.

## 7. Development Timeline

The development period runs from August 1, 2025, to December 31, 2025, with the Minimum Viable Product (MVP) launch scheduled immediately thereafter. Full platform rollout is expected within four (4) months after all purchase slots are filled. Purchasers will receive priority access, updates, and potential early feature trials based on their contribution tier.

## **8. Company Rights and Protections**

### **8.1 Absolute Discretion**

BVaaS reserves the right to:

- Modify or terminate the Program at any time;
- Determine eligibility for equity conversion;
- Set conversion terms and discounts;
- Refuse service to any Purchaser;
- Change the company name or branding post-launch.

### **8.2 No Obligation to Convert**

BVaaS is not obligated to offer equity conversion. The Program is strictly for service commitment and does not create future equity rights.

### **8.3 Intellectual Property**

All BVaaS intellectual property remains the sole property of the parent entity. No licenses or rights are granted through purchases.

## **9. General Provisions**

### **9.1 Modification of Agreement**

BVaaS may modify this Agreement at any time. Continued participation in the Program constitutes acceptance of modified terms.

### **9.2 Governing Law**

This Agreement is governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to conflict of law principles.

### **9.3 Dispute Resolution**

Any disputes arising from this Agreement shall be resolved through binding arbitration in Lagos, Nigeria, in accordance with the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria 2004.

## 9.4 Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 10. Pioneer Program Policy

The Program exists solely to fund BVaaS development through package sales. It is **NOT** an investment, does **NOT** promise ROI, and obligates BVaaS only to deliver stated benefits. No refunds are issued during development. Post-launch, Purchasers have a one (1) month window to request a 1.5x refund, payable over a minimum of six (6) months. If no refund is requested, the option is forfeited, and the Purchaser receives an equity conversion pass, if offered.

## 11. Signature

By making a purchase, You acknowledge and agree to be bound by this Agreement. The purchase itself constitutes Your signature and acceptance. The Founders signature below confirms BVaaSs commitment to this Agreement.

For BVaaS:



Victor Mark Temitope, Founder

Date: Monday 15<sup>th</sup> September, 2025

**Disclaimer:** This Agreement does not constitute an offer to sell securities or a solicitation to buy securities. Any future securities offering will comply with Nigerian SEC regulations and be subject to separate documentation. BVaaS makes no warranties regarding future investment opportunities. All purchases are at the Purchasers own risk.