

# BVaaS Purchase Agreement

**Business Visibility as a Service (BVaaS) Purchase Agreement**

**Last Updated: November 08, 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 is ongoing. 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 SAFE (Simple Agreement for Future Equity) conversion opportunities may be offered at BVaaS's sole discretion.

## 2. NO OWNERSHIP, DECISIONMAKING, OR VOTING RIGHTS — ABSOLUTE WAIVER OF CLAIMS AND DEMANDS

UNDER NO CIRCUMSTANCES WHATSOEVER DOES THIS PURCHASE, THIS AGREEMENT, OR PARTICIPATION IN THE PROGRAM CONFER ANY OWNERSHIP INTEREST, DECISIONMAKING AUTHORITY, VOTING RIGHTS, OR CONTROL OVER BVaaS,

ITS PARENT ENTITY, ITS OPERATIONS, STRATEGY, FINANCES, OR FUTURE DIRECTION — AT ANY TIME, IN ANY FORM, OR UNDER ANY THEORY.

BVaaS IS NOT OBLIGATED TO ANY PURCHASER BEYOND THE EXACT, LIMITED OBLIGATIONS EXPRESSLY AND CLEARLY STATED IN THIS DOCUMENT. NO OTHER OBLIGATION EXISTS OR WILL EVER ARISE.

BY MAKING THIS PURCHASE, YOU IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO:

Make any demand, request, suggestion, or claim upon BVaaS, its Founder, affiliates, or future entity;

- Dictate, influence, or propose any terms, conditions, timelines, or decisions;
- Assert any entitlement beyond the tierspecific benefits listed in Section 6.2;
- Claim any implied, constructive, or equitable interest in the company or its assets.

YOU HAVE NO STANDING TO CHALLENGE, INTERFERE WITH, OR COMMENT ON ANY BUSINESS DECISION.

ANY ATTEMPT TO DO SO IS NULL, VOID, AND CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT.

THIS WAIVER IS PERPETUAL, IRREVOCABLE, AND SURVIVES TERMINATION OF THE PROGRAM.

### 3. SEVERANCE AND REFUND ENFORCEMENT — NO PRESSURE, NO DEBT, NO OWNERSHIP

THIS PURCHASE IS NOT A DEBT, LOAN, OR CREDIT OBLIGATION. IT IS A NON REFUNDABLE PREPAYMENT FOR FUTURE SERVICES AND LIMITED BENEFITS.

UNDER NO CIRCUMSTANCE MAY ANY PURCHASER:

Pressure, threaten, harass, or demand a refund, repayment, acceleration, or performance outside the exact timelines and conditions stated herein;

- Initiate legal, public, or social coercion to enforce repayment or benefits;
- Claim creditor status, lien, or priority over BVaaS assets or operations.

ALL REPAYMENT OBLIGATIONS (IF ANY) ARE GOVERNED SOLELY BY SECTION 5.2.

ANY DELAY IN 1.5X REPAYMENT (POSTLAUNCH) SHALL BE:

- Politely communicated in writing within 7 days of delay;
- Accompanied by a revised schedule;
- Subject to good faith mediation in Lagos, Nigeria, before any escalation.

HOWEVER, UNDER NO SITUATION SHALL ANY TERM IN THIS AGREEMENT — INCLUDING REFUND RIGHTS — CONFER OWNERSHIP, VOTING, OR CONTROL RIGHTS TO ANY PURCHASER.

ANY ATTEMPT TO USE REFUND CLAIMS TO GAIN INFLUENCE, OWNERSHIP, OR DECISIONMAKING POWER IS A MATERIAL BREACH AND IMMEDIATELY VOIDS ALL PURCHASER RIGHTS, INCLUDING REFUND ELIGIBILITY.

#### **4. Nature of Pioneer Purchases**

##### **4.1 Purchase Definition**

A pioneer purchase under the Program represents an advance commitment to acquire BVaaS services upon their launch, expected postDecember 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.**

#### 4.2 Liability During Development

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.

#### 4.3 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.

### 5. Refund Policy

#### 5.1 Development Period

No refunds will be issued during the development period, as all funds are allocated to product development.

#### 5.2 Post Development Refund

Post launch, if a Purchaser opts not to convert their purchase into SAFE (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 ₦1,000,000 purchase would yield a ₦1,500,000 refund. This refund option is void if the Purchaser converts to SAFE. Refunds must be requested within one (1) month of the product launch, after which the option is forfeited, and the Purchaser receives a SAFE conversion pass, if offered. This refund will be issued within a minimum of 6 months after product launch. Note: This refund option becomes void if the pioneer purchase holder chooses to convert to SAFE.

### 6. Potential SAFE Conversion

## 6.1 Conversion Opportunity

At BVaaS's sole discretion, Purchasers may be offered the opportunity to convert their purchase amounts into a Simple Agreement for Future Equity (SAFE) 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 on SAFE conversion compared to standard investors, as specified in their selected tier (Bronze: 15%, Silver: 20%, Gold: 25%). Conversion subject to final terms and approvals.**

## 6.2 No Guarantee of Conversion

BVaaS is under no obligation to offer SAFE conversion. The decision to offer conversion, the terms thereof, and eligibility criteria remain at BVaaS's absolute discretion. Purchasers acknowledge that no equity or SAFE rights are conferred by this Agreement or the purchase itself. BVaaS reserves the absolute right to never offer SAFE conversion to pioneer purchase participants.

## 6.3 Financial Transparency

Should SAFE conversion occur, converted Purchasers will gain access to BVaaS's balance sheet and key financial metrics postlaunch, ensuring transparency and enabling accurate tracking of returns based on actual company performance.

## 7. Projected Returns and Risk Acknowledgment

### 7.1 ForwardLooking 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. Returns not guaranteed.**

## 7.2 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.

## 8. Pioneer Purchase Management

### 8.1 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.

### 8.2 Purchaser Benefits

Purchasers will receive tierspecific benefits as follows:

**Bronze ₦1,000,000**

- SAFE conversion at 15% discount
- Potential lifetime ROI of up to ₦500k per month
- 1.5x full repayment option
- Exclusive Pioneer's Badge and Certificate
- Pioneers' Events: Invitation, Recognition, and Spotlight

### **Silver ₦2,000,000**

- SAFE conversion at 20% discount
- Potential lifetime ROI of up to ₦1.5m (\$1,000) per month
- 1.5x full repayment option
- Exclusive Pioneer's Badge and Certificate
- Pioneers' Events: Invitation, Recognition, and Spotlight

### **Gold ₦3,000,000+**

- SAFE conversion at 25% discount
- Potential lifetime ROI of up to ₦3m (\$2,000) per month
- 1.5x full repayment option
- Exclusive Pioneer's Badge and Certificate
- Pioneers' Events: Invitation, Recognition, and Spotlight

\*conversion subject to final terms and approvals. Returns not guaranteed.

### **8.3 Non-Transferability**

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

### **9. Development Timeline**

The official development is ongoing with 20+ developers. The Minimum Viable Product (MVP) is scheduled to launch postdevelopment. 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.

## **10. Company Rights and Protections**

### **10.1 Absolute Discretion**

BVaaS reserves the right to:

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

### **10.2 No Obligation to Convert**

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

### **10.3 Intellectual Property**

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

## **11. General Provisions**

### **11.1 Modification of Agreement**

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

### **11.2 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.

#### 11.3 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.

#### 11.4 Severability

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

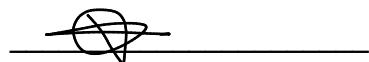
### **12. Pioneer Program Policy**

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. Postlaunch, 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 a SAFE conversion pass, if offered.

### **13. Signature**

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

For BVaaS:



Victor Mark Temitope (Founder)

Date: November 08, 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 guarantees regarding future investment opportunities. All purchases are at the Purchaser's own risk.

**Important Disclaimer:** This agreement document does not constitute an offer to sell securities or a solicitation of an offer to buy securities. Any future offering of securities will be made only to accredited investors pursuant to applicable securities laws and will be subject to separate offering documents. BVaaS makes no representations or warranties regarding potential future investment opportunities. All pioneer purchases are made at the participant's own risk.

By completing a purchase, you agree to be bound by these terms.