

TERMS AND CONDITIONS

1.0 INTRODUCTION

Welcome to **GoldFlex**, a proprietary investment product offered through the **Hartmann & Benz Digital Investment Platform** (hereinafter referred to as “*the Platform*” or “*the Company*”).

Hartmann & Benz Limited is a private limited liability company duly registered under the laws of the Federal Republic of Nigeria, with RC No. 8152978 and its registered office at 28B Onikepo Akande Street, Lekki Phase 1, Lagos State, Nigeria.

GoldFlex offers structured investment opportunities in **precious metals, capital participation, and asset-backed digital tokens**, designed for private and institutional investors seeking stable, transparent, and sustainable growth. All offerings under GoldFlex are administered, managed, and operated by **Hartmann & Benz Limited** in accordance with applicable laws and international best practices.

By accessing, registering on, or transacting through the Platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.

2.0 DEFINITIONS

- a. “**You,**” “**User,**” or “**Investor**” means any individual or entity accessing or using the Platform or its investment products.
- b. “**Company,**” “**We,**” “**Us,**” or “**Our**” means Hartmann & Benz Limited.
- c. “**GoldFlex**” or “**the Product**” means the suite of investment solutions, including tokenized or asset-backed offerings, managed by the Company.
- d. “**Digital Asset**” means any blockchain-based token, cryptocurrency, or digital representation of value issued, sold, or referenced by the Company through the Platform.

- e. **“Wallet”** means a digital storage interface used to hold or transfer digital assets.
- f. **“KYC”** refers to Know Your Customer verification processes required to validate User identity and compliance with anti-money laundering (AML) standards.

3.0 REGULATORY STATUS & DISCLAIMER

- 3.1 The Company operates as a **private investment and asset management service provider**. It is **not a deposit-taking institution**, bank, or securities exchange.
- 3.2 Investments made through GoldFlex are **not insured by the NDIC** or any other governmental authority.
- 3.3 The Company operates in compliance with applicable laws, including the **Companies and Allied Matters Act (CAMA) 2020**, the **Money Laundering (Prevention and Prohibition) Act 2022**, and the **Nigeria Data Protection Act 2023**.
- 3.4 The Company may, where applicable, register or report its investment instruments to the **Securities and Exchange Commission (SEC)** or other competent authorities in Nigeria or abroad.

4.0 USER ELIGIBILITY & ONBOARDING

- 4.1 To use GoldFlex, you must:
 - 4.1.1 Be at least 18 years of age and have the legal capacity to enter into binding agreements;
 - 4.1.2 Complete the KYC and AML verification process to our satisfaction; and
 - 4.1.3 Not be a citizen of, or resident in, any jurisdiction where participation in such investment products is prohibited by law.
- 4.2 The Company reserves the right to reject or suspend any account where false, misleading, or incomplete information is provided.

5.0 DIGITAL ASSET TERMS

- 5.1 Some GoldFlex investment products may be **tokenized** or represented as **digital assets** on a secure blockchain.
- 5.2 Tokens or asset-backed instruments issued by GoldFlex do **not** constitute securities, deposits, or derivatives unless expressly stated and registered with a competent regulatory authority.
- 5.3 The Company maintains or designates third-party custodians to hold equivalent tangible assets (such as gold or other metals) backing its digital instruments.
- 5.4 Users are responsible for the security of their wallet credentials. The Company shall not be liable for loss of access, private keys, or compromised wallets.

6.0 RISK DISCLOSURE

- 6.1 All investments, including digital asset investments, involve risk. Market fluctuations, technological disruptions, and regulatory changes may affect the value or liquidity of assets.
- 6.2 Past performance does not guarantee future results.
- 6.3 The Company does not offer financial advice; Users are encouraged to consult independent advisors before investing.
- 6.4 By investing through GoldFlex, you acknowledge and accept these risks.

7.0 FEES, RETURNS, AND WITHDRAWALS

- 7.1 Investment returns and capital thresholds are published on the Platform and may vary depending on the product tier or term selected.
- 7.2 Withdrawals and redemptions are processed in accordance with the product-specific terms and applicable regulatory requirements.

- 7.3 The Company reserves the right to review and adjust fees, rates, and conditions periodically, with notice to investors.

7.0 How Your Capital Works for You

Our investors make targeted investments in real, physically backed assets. The capital deployed is productively utilized and generates a fixed annual return.

- 7.1 **Investment Terms:** You can subscribe to an investment plan where you buy any of GoldFlex plans and expect a predetermined returns within your preferred duration or period. See the example below.

Term Return p.a (per annum).

- 1 year 2.9%
- 3 years 4.8%
- 5 years 6.8%
- 7 years 8.78%
- 10 years 10.87%

8.0 COMPLIANCE & AML/KYC

- 8.1 Hartmann & Benz adheres to global and national Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) standards.
- 8.2 You consent to our collection, verification, and retention of identification data for regulatory compliance.
- 8.3 We reserve the right to freeze or report any suspicious transaction in line with applicable laws.

9.0 DATA PROTECTION

Your personal and financial data are processed in accordance with the **Nigeria Data Protection Act 2023** and the Company's **Privacy Policy**.

10.0 LIMITATION OF LIABILITY

Hartmann & Benz Limited, its affiliates, officers, and agents shall not be liable for any indirect, incidental, or consequential damages arising from your use of the Platform or Product.

11.0 GOVERNING LAW & DISPUTE RESOLUTION

These Terms are governed by the laws of the **Federal Republic of Nigeria**. Disputes shall be settled by **arbitration in Lagos, Nigeria**, under the **Arbitration and Mediation Act, 2023**, in English, before a sole arbitrator appointed in accordance with the Act.

12.0 INDEMNITY

You agree to indemnify and hold harmless Hartmann & Benz Limited, its affiliates, and partners against all losses or claims arising from your breach of these Terms or misuse of the Platform.

These Terms and Conditions are effective as of this day of 2025.

ANNEX I — PRODUCT DISCLOSURE STATEMENT (PDS)

1.0 Purpose of this Disclosure

This Product Disclosure Statement (“PDS”) has been prepared by **Hartmann & Benz Limited** to provide you with key information about the **GoldFlex** investment product and the underlying digital asset framework. The PDS aims to help you understand the nature, risks, and conditions of your investment before making a financial commitment.

2.0 Nature of the Product

GoldFlex is a proprietary suite of investment options developed by Hartmann & Benz Limited. The product includes:

2.1 Precious Metal–Backed Investments: Allocations into physical gold and other metals, held in certified storage facilities.

2.2 Capital Participation Instruments: Structured notes or fixed-return participation in vetted corporate projects.

2.3 Digital Asset Tokens: Tokenized representations of investment units or asset-backed value issued on secure blockchain networks under the Company’s management.

Each investment option is supported by relevant documentation, pricing, and return structures as published on the Platform from time to time.

3.0 Product Objectives

GoldFlex seeks to deliver:

3.1 Stable and predictable returns through asset-backed structures.

3.2 Transparency enabled by blockchain verification and real-asset traceability.

3.3 Accessibility for both private and institutional investors.

3.4 Sustainability by linking capital deployment to tangible economic activity and ethical sourcing.

4.0 How Your Investment Works

When you invest through GoldFlex:

4.1 Your funds are deployed into one or more underlying asset pools (e.g., physical bullion, capital instruments, or digital tokens).

4.2 Each investment term carries a fixed or projected annual return.

4.3 Returns are credited to your registered wallet or account as defined in your investment confirmation.

4.4 At maturity, capital and accrued returns are redeemable in fiat or equivalent digital asset form, subject to applicable redemption rules and fees.

5.0 Fees and Charges

Applicable fees may include:

5.1 **Management Fees:** Deducted from investment earnings or returns; disclosed per product.

5.2 **Transaction Fees:** For deposits, withdrawals, or digital asset transfers.

5.3 **Storage or Custodial Fees:** Applicable to precious metal holdings.

All fees are transparently stated on the Platform prior to investment confirmation.

6.0 Custody and Asset Security

6.1 Physical assets are stored in third-party insured vaults certified by international custodians.

6.2 Digital assets are held in secure multi-signature wallets with institutional-grade encryption.

6.3 Investors retain beneficial ownership of their allocated assets, while custody is managed under contractual trust arrangements.

7.0 Regulatory Status

Hartmann & Benz Limited operates as a **private investment and digital asset management company** in Nigeria. It is not a bank or deposit-taking institution. Where required, the Company may notify or register products with the **Securities and Exchange Commission (SEC) Nigeria** or other competent authorities.

8.0 Taxation

Investors are responsible for their own tax obligations arising from participation in GoldFlex. The Company does not provide tax advice.

9.0 Communication and Reporting

Investors will receive:

9.1 Periodic account statements showing holdings and returns.

9.2 Notifications of updates, changes, or corporate actions affecting investments.

9.3 Access to real-time portfolio dashboards via the Platform.

10.0 Cooling-Off Period

Investors may withdraw their participation within **five (5) working days** of subscription confirmation, provided that no asset allocation or digital token issuance has occurred.

After allocation, the investment shall be governed by the product's specific term conditions.

ANNEX II — RISK POLICY DISCLOSURE

1.0 Overview

Investment in GoldFlex carries varying degrees of risk depending on the product category selected. These risks may result in loss of capital or delay in returns. By participating, investors acknowledge full awareness of and acceptance of the following risk factors.

2.0 Key Risk Factors

2.1 Market Risk: Changes in commodity prices, digital asset valuations, or interest rates may affect investment performance.

2.2 Liquidity Risk: Certain products may have limited secondary market liquidity or defined holding periods. Early redemption may attract penalties or lower yields.

2.3 Regulatory Risk: Changes in national or international regulations governing digital assets, capital markets, or taxation may affect the operation of GoldFlex products.

2.4 Technology Risk: Despite robust blockchain and cybersecurity measures, system outages, smart-contract errors, or third-party technology failures may disrupt access or valuation.

2.5 Custodial Risk: Loss or compromise of digital wallet keys, or insolvency of external custodians, may affect asset retrieval.

2.6 Counterparty Risk: Default or non-performance by counterparties, issuers, or borrowers involved in GoldFlex investments could lead to financial losses.

2.7 Force Majeure: Events beyond the Company's control — such as war, cyber-attacks, regulatory embargoes, or natural disasters — may impact product delivery or redemption timelines.

3.0 Risk Mitigation Framework

Hartmann & Benz implements the following measures:

3.1 Diversification of underlying asset pools.

3.2 Engagement of licensed custodians and independent auditors.

3.3 Deployment of multi-signature, cold-storage digital asset security protocols.

3.4 Strict AML/KYC screening of all participants.

3.5 Continuous compliance monitoring and reporting.

4.0 Investor Responsibility

Investors should:

4.1 Conduct independent due diligence and seek professional advice before investing.

4.2 Understand the nature and duration of their investment.

4.3 Maintain up-to-date contact and banking information for correspondence and redemptions.

5.0 Acknowledgment of Risk

By subscribing to any GoldFlex product, you expressly acknowledge that:

5.1 You understand and accept the inherent risks outlined in this Risk Policy.

5.2 You have not relied on any promise or guarantee of future performance.

5.3 You accept full responsibility for your investment decisions.

Issued and effective this day of 2025

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