

## NFT TERMS

IT IS IMPORTANT YOU READ THESE TERMS CAREFULLY BEFORE DEALING IN TOKENIZED PROPERTIES NFTS. BY DEALING IN TOKENIZED PROPERTIES NFTS, YOU INDICATE THAT YOU ACCEPT THESE TERMS AND THAT YOU AGREE TO COMPLY WITH THEM. IF YOU USE TOKENIZED PROPERTIES NFTS IN THE COURSE OF YOUR BUSINESS OR WORK, YOU ARE ALSO AGREEING TO THESE TERMS ON BEHALF OF THAT BUSINESS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT DEAL IN TOKENIZED PROPERTIES NFTS.

YOU SHOULD ONLY DEAL IN TOKENIZED PROPERTIES NFTS IF YOU CAN AFFORD TO LOSE ALL OF YOUR INVESTMENT AS INVESTING IN ALL CRYPTOASSETS INVOLVES A HIGH DEGREE OF RISK. THE VALUE OF TOKENIZED PROPERTIES NFTS CAN GO UP OR DOWN, MAY BE VERY VOLATILE AND THERE CAN BE A SUBSTANTIAL RISK THAT YOU LOSE MONEY DEALING IN TOKENIZED PROPERTIES NFTS AND CRYPTOASSETS GENERALLY.

YOU SHOULD CAREFULLY CONSIDER WHETHER TRADING OR HOLDING TOKENIZED PROPERTIES NFTS IS SUITABLE FOR YOU IN LIGHT OF YOUR OWN FINANCIAL SITUATION AND ATTITUDE TO RISK, AS EVALUATED BY YOU CAREFULLY. WE DO NOT MAKE ANY REPRESENTATIONS OR RECOMMENDATIONS REGARDING THE ADVISABILITY OR OTHERWISE OF TRADING IN TOKENIZED PROPERTIES NFTS.

WE CANNOT AND DO NOT GUARANTEE THE TIMELINESS, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED IN CONNECTION WITH YOUR DEALING IN TOKENIZED PROPERTIES NFTS OR CRYPTOASSET GENERALLY.

TOKENIZED PROPERTIES NFTS ARE NOT CURRENTLY REGULATED BY THE FINANCIAL CONDUCT AUTHORITY OR ANY OTHER REGULATOR. PLEASE NOTE ALSO THAT YOUR DEALING IN TOKENIZED PROPERTIES NFTS IS NOT COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME AND IS NOT SUBJECT TO THE JURISDICTION OF THE FINANCIAL OMBUDSMAN SERVICE.

### **1. Introduction**

These terms and conditions, together with any documents and policies referred to in these terms and conditions (the “**Terms**”) set out the agreement between persons who deal in TOKENIZED PROPERTIES NFTs (“**you**”, “**your**”) and West London City Lets Ltd (“**we**”, “**us**”, “**our**”) in relation to our provision to you of TOKENIZED PROPERTIES NFTs.

If you have any questions concerning these Terms or TOKENIZED PROPERTIES NFTs more generally please contact [i.anjary@westlondoncitylets.co.uk](mailto:i.anjary@westlondoncitylets.co.uk).

We recommend that you print a copy of these Terms for future reference. You are responsible for ensuring that anyone who accesses or otherwise deals in TOKENIZED PROPERTIES NFTs on your behalf is aware of these Terms and complies with them.

### **2. Interpretation**

Headings are for convenience only and have no bearing on the interpretation of these Terms. Any phrase introduced by the term “**include**”, “**includes**”, “**including**”, “**in particular**” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

Any reference to “**dealing in**” or “**deal in**” TOKENIZED PROPERTIES NFTs is a reference to any participation in TOKENIZED PROPERTIES NFTs including buying, acquiring, accepting, holding, selling, investing in, disposing of and / or otherwise making use of TOKENIZED PROPERTIES NFTs.

Any reference to “**Loss**” refers to any loss or damage of whatever nature, whether direct, indirect or consequent, and regardless of whether foreseeable or not.

In these Terms, unless the context otherwise requires: references to these Terms shall include schedules to these Terms and references to clauses, sub-clauses and schedules are to clauses, sub-clauses of, and schedules to these Terms; the singular includes the plural and vice versa; “**person**” denotes any individual, person, partnership, corporation or other association of whatever nature; any references to any statute, statutory

instrument or regulation shall be references to such statute, statutory instrument or regulation as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time in force; and any reference to a regulator or public authority and rules made by it shall include its successor and rules made by the successor which replace those rules.

### **3. Information About Us**

We, West London City Lets Ltd, are a company registered in England with company number 09214284. Our registered office is Suite 104, First Floor, R/O 45 – 47 Station Road, North Harrow, Middlesex, HA2 7SU.

### **4. What is a TOKENIZED PROPERTIES NFT and an Asset Passport?**

A non-fungible token, more commonly known as an “NFT”, is a type of cryptoasset which works on the basis that each token making up that cryptoasset is unique and, as such, each token is distinct and separately identifiable on the blockchain.

A “**TOKENIZED PROPERTIES NFT**” is a particular type of NFT produced by us, where the token gives the NFT Holder an option to have full legal title of the land at Shingle Bank Drive, Milford On Sea, Lymington, registered with the Land Registry as Title no: HP123436 (the “**Asset**”), transferred into the NFT Holder’s name upon payment of £1.00.

Each TOKENIZED PROPERTIES NFT we produce is linked to an Asset. The way this is done is by recording (i) which Asset the TOKENIZED PROPERTIES NFT is linked to and (ii) certain information about the Asset, which takes the form of warranties provided by relevant expert(s) (the “**Certifier**”) regarding the nature of that Asset. We call this record of information an “**Asset Passport**”.

As such, by purchasing a TOKENIZED PROPERTIES NFT you are buying (i) rights in relation to an Asset and (ii) the various warranties provided by the Certifier. The Certifier takes responsibility for the warranties they provide by entering into a separate Warranty Agreement. The Warranty Agreement sets out the Certifier’s obligations to you to ensure that the warranties they provide are accurate. As such you must read the relevant Asset Passport carefully before purchasing any TOKENIZED PROPERTIES NFT.

### **5. What we do not do**

We do not provide the following services in relation to TOKENIZED PROPERTIES NFTs: investment advice; or taking custody of or otherwise safeguarding TOKENIZED PROPERTIES NFTs. In addition, we do not guarantee that any party acquiring an option to purchase the property will succeed in obtaining satisfactory planning permission to develop the land. Prospective purchasers are advised to carry out their own enquiries before acquiring the option to purchase the property.

### **6. Steps to be taken before purchasing and selling a TOKENIZED PROPERTIES NFT**

Before buying a TOKENIZED PROPERTY NFT, you must take the following steps.

Step 1 – Visit <https://tokenized-properties.com/>. ‘Select Join Whitelist’ button. Fill in your full name, email, phone number and ETH wallet address.

Step 2 - You will then receive a confirmation email and we will send you a link to the NFT sale.

Step 3 - You make an offer on the NFT via the marketplace. A minimum asking price is required.

Step 4 - If your bid is accepted you will then go through a KYC process and be asked to provide;

Current country of residence and how long at the current address

Photo ID (to include passport or driving license)

Proof of address (utility bill and bank statement) – less than 3 months old

Proof of funds in the form of bank statements going back 6 months

If funds were only made available within that time, we require evidence of how assets were acquired (such as sale of property or chattels and proof of sale including contract/receipt)<sup>1</sup>

Only after these steps have been taken will you be able to purchase the TOKENIZED PROPERTIES NFT.

If you are selling a TOKENIZED PROPERTIES NFT, it is your responsibility to ensure that anyone whose bid is successful contacts us, giving their full name, email, phone number and ETH wallet address. Our legal representatives will then take the prospective purchaser through the process described at Step 4 above, and only if this process is successfully completed will the prospective purchaser be able to purchase the TOKENIZED PROPERTIES NFT.

***You will not be able to sell a TOKENIZED PROPERTIES NFT unless your prospective purchaser successfully completes the KYC process.***

## **7. Redemption of TOKENIZED PROPERTIES NFT**

If you are the owner of the TOKENIZED PROPERTIES NFT and wish to exercise the option, pay £1.00 and transfer the legal title of the Asset into your name, you must notify Mattereum at [contact@mattereum.com](mailto:contact@mattereum.com). When Mattereum have verified your ID and confirmed that you have the right to have the legal title transferred, they will contact us and authorise our legal advisors to exercise the option, date the transfer deed and transfer title in the Asset. You will be responsible for any expenses incurred in the process of exercising the option.

Please note that if you are the owner of the TOKENIZED PROPERTIES NFT five years after the first sale of the TOKENIZED PROPERTIES NFT, you must exercise the option following the procedure stated in this section 7. The NFT will be frozen and cannot be sold after this date. The asset, however, remains unaffected.

## **8. Storing TOKENIZED PROPERTIES NFTs**

You will need a wallet to store any TOKENIZED PROPERTIES NFTs you acquire. A wallet is an application which allows you to store the access code (also called a “private key”) which enables you to control your TOKENIZED PROPERTIES NFTs. It is solely your responsibility to obtain a suitable wallet to properly safeguard your TOKENIZED PROPERTIES NFTs.

Your use of any wallet may be subject to the terms and conditions and privacy policy of the wallet provider, and you accept responsibility for complying with any requirements of the wallet provider, as well as for ensuring that nothing in those terms prevents you complying with your obligations under these Terms.

## **9. Your representations**

You agree, covenant, represent, and warrant at all times that:

- a. (if you are a body corporate) you are duly organised and validly existing under the laws of the jurisdiction of your establishment, and have full power, authority and right to bind yourself to these Terms and to deal in TOKENIZED PROPERTIES NFTs, including as regards performing all actions and obligations under these Terms, which therefore constitute valid and legally binding obligations.
- b. (if you are an individual), you are at least 18 years old and eligible to agree to these Terms and all related obligations, including as regards any age, residency, legal capacity, competency and all other requirements.
- c. you are legally permitted under all applicable laws, statutes, regulatory rules and regulations that apply to you, us and these Terms from time to time (“**Applicable Law**”) to receive and deal in TOKENIZED PROPERTIES NFTs, and there is no other reason to prevent you from agreeing to these Terms.
- d. you are not, under the Applicable Law of your jurisdiction, making an investment into any form of security or other type of regulated investment when you deal in TOKENIZED PROPERTIES NFTs.
- e. you have the necessary and relevant experience, knowledge and understanding to be able to competently enter these Terms and deal in TOKENIZED PROPERTIES NFTs.

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<sup>1</sup> Please note that anyone wishing to purchase the NFT on the secondary market will also have to go through the same KYC proof of identity and source of funds process.

- f. you have not received any advice from us regarding whether dealing in any TOKENIZED PROPERTIES NFT is suitable for you, and you are solely responsible for any evaluations, decisions and actions you make concerning TOKENIZED PROPERTIES NFTs.
- g. you understand all TOKENIZED PROPERTIES NFTs are provided on an “as is” basis, and therefore, provided we act in good faith, you accept that we are providing TOKENIZED PROPERTIES NFTs without being able to provide any warranties in relation to their merchantability or fitness for a particular purpose.
- h. you have familiarised yourself with the risks associated with dealing in TOKENIZED PROPERTIES NFTs, including those set out at Schedule 1.
- i. you accept responsibility for safekeeping your TOKENIZED PROPERTIES NFTs, for ensuring the security of the wallet you use to hold your TOKENIZED PROPERTIES NFTs (including any requisite private key(s) or other credentials necessary to access such wallet) and for ensuring that your wallet is compatible with our software (on which see clause 0). If your private key(s) or other access credentials are lost, you may lose access to your TOKENIZED PROPERTIES NFTs, and you accept that we are not responsible or liable for any such Loss.
- j. all information you supply to us is accurate and not misleading, and you will notify us promptly of any change to such information provided to us.
- k. you waive any right you may have to participate in a class action lawsuit or a class wide arbitration against us, any entity which is part of the same company group as us, and / or any individual involved with us.
- l. you understand that each TOKENIZED PROPERTIES NFT only confers the rights explicitly disclosed to you in relation to that TOKENIZED PROPERTIES NFT and no other rights.
- m. you understand the tax implications when dealing in TOKENIZED PROPERTIES NFTs and accept sole responsibility for any tax in relation to your dealing in TOKENIZED PROPERTIES NFTs.

## 10. Your obligations

You must comply with all of your obligations as set out in these Terms, and you must always ensure that you comply with all Applicable Law when dealing in TOKENIZED PROPERTIES NFTs. This includes providing us with whatever information we request for the purposes of satisfying our own regulatory, compliance and contractual obligations, such as, but not limited to, identification checks, money laundering checks, prevention of terrorist financing, KYC checks, and preventing any suspected fraud.

You must not, and must not attempt, to:

- a. interfere with any other user’s access to TOKENIZED PROPERTIES NFTs.
- b. provide any lien, charge or other security interest in relation to TOKENIZED PROPERTIES NFTs where this could interfere with these Terms.
- c. deal in TOKENIZED PROPERTIES NFTs in relation to any use, intended use or purpose that may be in breach of or cause a breach of Applicable Law, or use funds for dealing in TOKENIZED PROPERTIES NFTs which come from illegal or unethical sources.
- d. use TOKENIZED PROPERTIES NFTs in connection with any unlawful or immoral activity of any kind, including any activity which is in connection with gambling, pornographic, obscene, defamatory, inflammatory, blasphemous, in breach of confidence, and / or involves abusive content, products and / or materials.
- e. abuse, offend, discriminate against, threaten, extort, defame, harass or stalk or otherwise violate or infringe the rights of any person.
- f. violate or infringe any intellectual property rights of any person.
- g. engage in any abusive or detrimental activity which impacts adversely on TOKENIZED PROPERTIES NFTs, our systems, infrastructure and / or personnel and any person’s enjoyment of TOKENIZED PROPERTIES NFTs, including: (i) not intercepting or expropriating any system, information, data or transmission; and (ii) not accessing and / or attempting to access any TOKENIZED PROPERTIES NFTs and / or wallet other than those under your ownership.
- h. attempt to circumvent the security of or interfere with the proper working of any TOKENIZED PROPERTIES NFTs or any server on which they are hosted, nor otherwise introduce, nor permit the introduction of, any viruses, bugs, glitches, spyware, malware, adware or other malicious, harmful

or deleterious programs, material, code or software (any “**Virus**”) into any TOKENIZED PROPERTIES NFTs or our systems.

- i. gain unauthorised access to any part of the servers, equipment or network on which TOKENIZED PROPERTIES NFTs are stored, nor any server, computer or database connected to TOKENIZED PROPERTIES NFTs.
- j. take any action that is an attempt to overload the systems supporting TOKENIZED PROPERTIES NFTs (including by way of a denial-of-service attack).

If you breach any of clauses 10g to 10j, you may be committing a criminal offence. We may report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them.

You must pay all fees due in relation to any TOKENIZED PROPERTIES NFT you acquire, as set out in each relevant Asset Passport. Failure to do so, as well as any other breach of this clause 10, may render the warranties provided under the Warranty Agreement unenforceable and we reserve the right to confiscate the TOKENIZED PROPERTIES NFTs you hold if you breach this clause 10 or fail to pay fees due.

You shall as soon as reasonably practicable give us written notice upon a breach, or suspected breach, of any of your obligations under these Terms.

## **11. Intellectual property**

We are the owner or the licensee of all copyright and intellectual property rights (of whatever nature) that exist in connection with TOKENIZED PROPERTIES NFTs (all together, the “**Materials**”). You have the right to use any of the Materials only for the purpose of dealing in TOKENIZED PROPERTIES NFTs. Any other use is expressly prohibited.

We and / or our licensors own and retain all intellectual property rights associated with the Materials. We grant you a limited, personal, non-exclusive, non-commercial, royalty-free, revocable, non-sub-licensable and non-transferable licence, subject to these Terms, to access and use the Materials solely for the purpose as permitted by us of dealing in TOKENIZED PROPERTIES NFTs. Any other use is expressly prohibited. This includes the fact that:

- a. We expressly reserve all rights in and to the Materials and all content, materials, information and data related to the same. You agree that we do not grant you any rights in or licenses to any Materials except for the limited licence set out above.
- b. Except to the extent expressly permitted under these Terms, you agree that you shall not (either solely or jointly with or on behalf of any other third party) modify, reverse engineer, reverse compile, disassemble, copy, frame, mirror, scrape, rent, lease, licence, loan, republish, display, sell, rent, distribute, transfer, assign, disclose or create derivative works based on the Materials, in whole or in part.
- c. You agree that you shall not exploit any intellectual property in relation to the Material for a commercial purpose.
- d. You agree that you shall not attempt to obtain, or assist third parties in obtaining, access to Materials other than as permitted by these Terms.

All logos related to the Materials are marks of us or our licensors. You may not copy, imitate, or use our trading names or logos without our prior written consent. All rights, title and interests in and to the Materials, any content thereon or therein and all technology and any content created or derived from any of the foregoing is the exclusive property of us and our licensors.

## **12. Fees**

You agree to pay such fees set out in each Asset Passport and Warranty Agreement. Fees provided are exclusive of any applicable tax. Stamp Duty Land Tax at the applicable rate will be payable when you purchase a TOKENIZED PROPERTIES NFT. Please note that other taxes and costs may exist that are not paid via us or imposed by us.

## **13. Anti-money laundering and counter-terrorist financing requirements**

You will at all times:

- a. provide us with any information we may request for the purposes of verifying your identity (including if relevant that of your beneficial owners) and checks required in relation to prevention of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. This includes completing any verification procedures and customer identity checks that we may require.
- b. authorise us to make any inquiries, whether directly or through third parties, that we consider necessary to verify your identity and to protect you and / or us against fraud or other financial crime, and to take any action we reasonably deem necessary based on the results of such inquiries.

You acknowledge that your access to the TOKENIZED PROPERTIES NFTs may be altered, on an ongoing basis, as a result of the information provided under this clause 13. You also acknowledge that in carrying out inquiries, your personal information may be disclosed by us to identity verification, credit reference and fraud prevention or financial crime agencies and that these agencies may respond to inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.

#### **14. Data handling**

Personal data is handled in accordance with the Data Protection Act 2018 and updated by the UK-GDPR (United Kingdom General Data Protection Regulation).

Where you provide us with information it is your obligation to provide complete and accurate information and to update us of any changes to any information you have provided to us. If we suspect that we have been given false, incomplete or inaccurate information, we may record and retain such suspicion together with any other relevant information. If we receive false, incomplete or inaccurate information and we identify or reasonably suspect any fraud or other illegal activities, then we may pass details to fraud prevention agencies and / or other relevant agencies to prevent fraud, money laundering, financial crime, financing of terrorism and other illegal activities.

We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence to do so. You must provide us with any document that we request to confirm any information you provide to us. We will not be liable for any Loss arising out of your failure to update us of any changes to your information.

A general risk when using blockchain is that you may be identified from your public blockchain activity. As this is a general risk that applies to all dealings in relation to the Ethereum blockchain, as well as other blockchains which operate on a similar basis, it is one you accept by dealing in TOKENIZED PROPERTIES NFTs.

#### **15. Your indemnity**

You agree to indemnify us for any Loss that arises from or relates to:

- a. any breach by you of any Applicable Law;
- b. your breach of the rights of any person (including privacy and intellectual property rights);
- c. any regulatory inquiry, legal action, litigation, dispute or investigation, whether such situations occur or are anticipated, that relate to you, including any costs and expenses (including legal fees) in relation to us dealing with such; and
- d. any Loss resulting from your breach of these Terms.

You are responsible for ensuring that any person acting on your behalf acts in accordance with your obligations set out in these Terms, and any reference in these Terms to an obligation applying to you includes an obligation on you to ensure that any person acting on your behalf complies with such obligation. As such, for the purposes of this clause 15, references to “you” and “your” include any person using or dealing in TOKENIZED PROPERTIES NFTs on your behalf, or who otherwise deals with us on your behalf. Any act or omission by any such person shall be deemed an act or omission by you directly, and you accept liability and responsibility for such person as if they were your own actions.

#### **16. Our liability**

Nothing in this clause 15 or these Terms generally shall limit or exclude liability for fraud, fraudulent misrepresentation, death or personal injury, or any other liability to the extent that it may not be limited or excluded by Applicable Law.

We are not liable for any Loss as a result and / or consequence of:

- a. one or more the risks set out at Schedule 1 materialising;
- b. your breach of these Terms;
- c. us exercising any of our rights under these Terms;
- d. unforeseeable events and / or events outside our reasonable control; and / or
- e. any other matter which we state we are not responsible for, do not guarantee, and otherwise in relation to which we have excluded liability under these Terms.

We are in no event liable for any losses other than those caused directly and reasonably foreseeably by our gross negligence (and in no event shall we be liable to for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses).

We are not liable for any Loss caused to any person other than you, for example we are not liable for any loss caused to any person acting on your behalf, or on whose behalf you may be acting.

We do not provide refunds in relation to TOKENIZED PROPERTIES NFTs. Our total liability for losses of whatever nature shall not exceed the sums specified in the Asset Passport and Warranties.

To the extent that we may be deemed under any Applicable Law to owe you any fiduciary duties or to be in a fiduciary relationship, we explicitly exclude and reject any such duties or relationship to the extent permitted by Applicable Law.

## **17. Other liability**

These Terms are solely between you and us and not with any other person. We are solely responsible for the TOKENIZED PROPERTIES NFTs and any issues or problems in relation to such should be directed solely to us.

For the avoidance of doubt, this includes the fact that these Terms do not create any agreement between you and the Mattereum Group, and the Mattereum Group shall have no liability or responsibility to you under these Terms. The Mattereum Group includes MTRM Industries Ltd, any parent, controller or holding company of MTRM Industries Ltd and any direct or indirect subsidiary of MTRM Industries Ltd, and any person under the control of such parent, controller or holding company.

In order to use or deal in TOKENIZED PROPERTIES NFTs, you must comply with any relevant terms and requirements of the Mattereum Group and you accept that the Mattereum Group is a third-party beneficiary of these Terms.

## **18. Termination and suspension**

We may suspend or terminate your ability to deal in TOKENIZED PROPERTIES NFTs with immediate effect if:

- a. you breach any part of these Terms;
- b. we are unable to satisfactorily verify your identity and / or complete any required due diligence checks, or for any reason believe or suspect there may be any fraudulent activity, money laundering, terrorism financing or other financial crime;
- c. we have reason to believe that there has been, or there is a potential for, a security breach, or we suspect that any of your TOKENIZED PROPERTIES NFTs have been or may be being used without your authorisation;
- d. we are required to do so by any competent regulatory body or court; and / or
- e. we otherwise have reason to believe that this is required to avoid either you or us breaching any Applicable Law.

We may also suspend your ability to deal in TOKENIZED PROPERTIES NFTs to deal with events outside our reasonable control and to make any updates or maintenance as required. We will try to give you advance notice of any such suspension in writing by email. Where advance notice is not possible, we will provide you with notice as soon as reasonably practicable thereafter.

Unless we are prevented by Applicable Law and / or a competent court or regulator, if we have them, we will try to provide you with details of the nature of any suspension, its anticipated duration and anything you have to do to remedy any error or circumstance which has led to the suspension.

You may terminate your agreement with us under these Terms on giving 30 days' notice, however you may not terminate your agreement with us under these Terms to evade or avoid an ongoing investigation.

You will remain liable after termination for any obligations you have incurred pre-termination in relation to these Terms and dealing in TOKENIZED PROPERTIES NFTs.

## **19. Changes to these Terms**

We may revise these Terms (as well as documents and policies referenced herein) at any time by amending our website. We will give you reasonable advance notice of any changes, or we may make changes with immediate effect if they are in your favour. We will notify you of changes by putting an alert on [www.tokenised-properties.co.uk](http://www.tokenised-properties.co.uk), and, if you have signed up for an email alert, by sending you an email. To sign up for an email alert please email [i.anjary@westlondoncitylets.co.uk](mailto:i.anjary@westlondoncitylets.co.uk).

You will be treated as accepting any change that we make to these Terms unless you tell us that you do not agree to the change, in which case you have the right to terminate these Terms in accordance with clause 18.

## **20. Tax evasion and bribery**

Tax treatment depends on your individual circumstances and may be subject to change in the future. You are solely responsible for determining what, if any, taxes apply to, your dealing in TOKENIZED PROPERTIES NFTs, and for reporting and paying any taxes due to the appropriate tax authority / authorities. We may deduct or make any tax withholdings or filings that we are required by Applicable Law to make, but we are not responsible for determining whether taxes apply to your dealing in TOKENIZED PROPERTIES NFTs.

You must not use allow TOKENIZED PROPERTIES NFTs to be used to engage in any act, or by omission to commit, cause, facilitate or contribute to the commission by any person of anything, which constitutes or could constitute a tax evasion offence or facilitation of tax evasion offence. A tax evasion offence includes cheating a public revenue authority or being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of tax and tax includes duties and social security contributions.

You must not do or omit to do any act or thing which constitutes or may constitute an offence under anti-bribery law. Offences include: (i) directly or indirectly offering, promising or giving any person working for or engaged by us a financial or other advantage to either induce that person to perform improperly a relevant function / activity, or reward that person for improper performance of a relevant function / activity; (ii) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with these Terms; and / or (iii) committing any other offence under applicable anti-bribery laws.

In the event that we suspect that you have breached this clause 20, we may inform the appropriate regulatory authorities of the suspected breach.

## **21. General**

### No cancellation rights

We do not offer any cancellation rights in relation to your dealing in TOKENIZED PROPERTIES NFTs. We note that the price of TOKENIZED PROPERTIES NFTs is dependent on fluctuations in the financial market which cannot be controlled by us. You must therefore ensure that you are certain you wish to proceed before dealing in TOKENIZED PROPERTIES NFTs.

### No advice

We do not provide, nor do we accept responsibility for, any legal, tax, investment or accounting advice. If you are unsure regarding any of these aspects of dealing in TOKENIZED PROPERTIES NFTs you should seek independent professional advice.

### Delegation and assignment

We may, at our sole discretion, assign our rights and/or delegate our duties under these Terms and engage subcontractors to perform obligations on our behalf, so long as we take due skill and care in selecting and overseeing our delegates.

### Illegality and severability

Each provision of these Terms is separate, severable and enforceable. If any portion of these Terms is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, in whole or in part, such provision shall be ineffective solely to the extent of such determination without affecting the validity or enforceability thereof in any other manner and without affecting the remaining provisions of these Terms, which shall continue to be in full force and effect.

### Waiver

No failure or delay by us to exercise any right, power or remedy under these Terms shall operate as a waiver of that right, or any other right, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right or any other right, power or remedy. A waiver is only effective if we provide it in writing from one of our duly authorised representatives. No waiver of any provision in these Terms will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision.

### Third parties

You and we intend that the Mattereum Group shall have the right to enforce any rights granted to it under these Terms. Subject to this, a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999, or otherwise, to enforce any of these Terms.

### No partnership or agency

Your dealing in TOKENIZED PROPERTIES NFTs does not create any form of partnership, agency, joint venture, employer-employee relationship, or franchisor-franchisee relationship or any other similar relationship between you and us, and we do not owe you any resulting fiduciary duties. Nothing in these Terms is intended to authorise either of us to act as agent for the other, and neither of us shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

### Commencement

These Terms take effect and bind both of us with effect from the date you start dealing in TOKENIZED PROPERTIES NFTs.

### Entire agreement

These Terms constitute the entire agreement between you and us and supersede any prior agreement, terms and conditions or arrangement in respect of their subject matter. Except for the express statements set out in these Terms, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your dealing in TOKENIZED PROPERTIES NFTs.

Neither you nor we have entered into these Terms in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out or referred to in these Terms. The only remedy available for any misrepresentation or breach of any representation or statement set out or referred to in these Terms shall be for breach of contract.

Except as set out in these Terms, we do not make or give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any information provided regarding TOKENIZED PROPERTIES NFTs, and, to the fullest extent permitted by Applicable Law, all implied warranties, conditions or other terms of any kind are excluded and we accept no liability for any Loss incurred as a result of you or anyone else relying on such information.

### Jurisdiction

If you are a consumer these Terms, their subject matter and their formation, and any non-contractual obligations arising out of or in connection with them are governed by the law of England and Wales and the courts of England and Wales have non-exclusive jurisdiction to determine any dispute arising out of or in connection with them. If you are resident in Scotland you may also bring proceedings in Scotland and if you are resident in Northern Ireland you may also bring proceedings in Northern Ireland. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local law.

If you are a business user these Terms, their subject matter and their formation, and any non-contractual obligations arising out of or in connection with them are governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with them (including in relation to any non-contractual obligations).

### **22. Contact us**

Communications between us shall be in English. So long as we act in good faith, should we receive a communication which purports to be from you, we are entitled, but not obliged, to rely on and conclusively presume that such communication or instruction has been given by you, and we do not accept liability for any Loss caused by or as a consequence of this.

You may contact us:

- a. by post at: Suite 104, First Floor, R/O 45 – 47 Station Road, North Harrow, Middlesex, HA2 7SU.
- b. by email at: [i.anjary@westlondoncitylets.co.uk](mailto:i.anjary@westlondoncitylets.co.uk).

Communications by email will be deemed received on the earlier of the time at which it is accessed or two United Kingdom business days after receipt (except as regards emails sent to us, if there is a bounce-back stating the communication has not been delivered, the communication shall be deemed not sent). Communications which are hand delivered will be deemed received when delivered. Communications delivered by courier will be deemed received when proof of receipt is provided by the courier.

Whilst we will use reasonable endeavours to ensure that communications from us by email and other forms of electronic communications are free of any Virus, we do not accept any liability for any Virus and it is your responsibility to ensure that you have appropriate anti-Virus software installed to remove any Virus.

You must also take care when reviewing messages that appear to come from us to ensure they genuinely come from us, as we do not accept any liability for Loss caused if you deal with someone who is not us.

## **Schedule 1: Risks**

*Dealing in TOKENIZED PROPERTIES NFTs involves a high degree of risk, and, therefore, should be undertaken only if you are capable of evaluating the risks involved and able to bear the risk of a complete loss of all capital used to participate in TOKENIZED PROPERTIES NFTs.*

*You should carefully consider the risks described below and consult with your professional advisors before participating. It should be noted that the list of risk factors described below is not intended to be exhaustive and does not necessarily include all the risks to which you may be exposed when dealing in TOKENIZED PROPERTIES NFTs.*

**Important Note:** None of the information presented in this **Schedule 1** is intended to form the basis for any investment decision, no specific recommendations are intended, and there has not been any consideration as to whether TOKENIZED PROPERTIES NFTs are a suitable or an appropriate thing for you to acquire. We expressly disclaim any and all responsibility for any Loss arising from: (i) reliance on any information contained in this **Schedule 1**, (ii) any error, omission or inaccuracy in any such information, or (iii) any action resulting from such information.

By dealing in TOKENIZED PROPERTIES NFTs, you expressly acknowledge and assume the following risks, which we shall not be liable for should they materialise:

### **1. Risk of losing access to TOKENIZED PROPERTIES NFTs due to loss of private key(s)**

A private key, or a combination of private keys, is necessary to control and dispose of TOKENIZED PROPERTIES NFTs stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing TOKENIZED PROPERTIES NFTs will result in loss of such TOKENIZED PROPERTIES NFTs. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your TOKENIZED PROPERTIES NFTs.

Any errors or malfunctions caused by or otherwise related to the wallet you choose to receive and store TOKENIZED PROPERTIES NFTs with, including your failure to properly maintain or use such wallet, may also result in the loss of your TOKENIZED PROPERTIES NFTs. It is your responsibility to obtain, maintain and secure your wallet, which must be compatible with holding TOKENIZED PROPERTIES NFTs, i.e. it must be compatible with all blockchains networks and standards specified by us.

### **2. Regulatory risks**

Regulation of cryptoassets (such as TOKENIZED PROPERTIES NFTs) and the use of blockchain technologies is currently still being developed and likely to rapidly evolve. Regulation varies significantly between different jurisdictions and is subject to significant uncertainty. Regulators may in the future adopt laws, regulations, guidance or other actions that may severely impact the development, operations and value of TOKENIZED PROPERTIES NFTs. This could result in a variety of adverse consequences and may make TOKENIZED PROPERTIES NFTs valueless. It may also limit our ability to provide TOKENIZED PROPERTIES NFTs in a particular jurisdiction.

### **3. Risks associated with the blockchain protocol**

Because TOKENIZED PROPERTIES NFTs are based on a blockchain protocol, any malfunction, breakdown or abandonment of the blockchain protocol may have a material adverse effect on TOKENIZED PROPERTIES NFTs. Moreover, advances in cryptography, or technical advances, such as the development of quantum computing, could present risks to TOKENIZED PROPERTIES NFTs by rendering ineffective the cryptographic consensus mechanism that underpins the relevant blockchain protocol.

### **4. Risk of hacking and software and security weaknesses**

Hackers or other malicious groups or organizations may attempt to interfere with TOKENIZED PROPERTIES NFTs in a variety of ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing, as well as attacks which overpower the consensus-based mechanism on which the

blockchain in built and attacks which interfere with or otherwise cause nodes to malfunction (nodes are computers / hardware devices that help maintain the blockchain).

There is also an inherent risk that the software and related technologies and theories we use could contain a Virus. A Virus could cause, inter alia, complete loss of TOKENIZED PROPERTIES NFTs. In addition, because TOKENIZED PROPERTIES NFTs may be based on open-source software, there is a risk that someone may intentionally or unintentionally introduce a Virus into the core infrastructure supporting TOKENIZED PROPERTIES NFTs, which could negatively affect the operation and / or value of TOKENIZED PROPERTIES NFTs.

#### **5. No refunds and liquidity risk**

After acquiring a TOKENIZED PROPERTIES NFT, you will have no right to return TOKENIZED PROPERTIES NFTs for a refund or to otherwise require us to exchange any amount of TOKENIZED PROPERTIES NFTs for money or other consideration. You may only redeem your TOKENIZED PROPERTIES NFT for the related Asset. As a result, if there is not sufficient demand or interest in TOKENIZED PROPERTIES NFTs, or if there are limits on the transferability of, or limited liquidity for, TOKENIZED PROPERTIES NFTs, then this may limit the value of your TOKENIZED PROPERTIES NFTs.

There presently is no established trading market for TOKENIZED PROPERTIES NFTs. We can provide no assurance that any exchange will accept any attempted listing of TOKENIZED PROPERTIES NFTs or maintain the listing if accepted, or that we will be able to develop and launch any trading market for TOKENIZED PROPERTIES NFTs. Moreover, even if such a market is established, any such trading market may not be widely adopted, may have limited users, and could be subject to significant competition. As a result, we can provide no assurance as to the liquidity of the TOKENIZED PROPERTIES NFTs on any such market, and the value of TOKENIZED PROPERTIES NFTs over time may experience volatility.

#### **6. Volatility risk**

The prices of cryptoassets have historically been subject to dramatic fluctuations and are highly volatile, and the market price of TOKENIZED PROPERTIES NFTs may also be highly volatile, despite being linked to Assets. Several factors may influence the market price, if any, of TOKENIZED PROPERTIES NFTs, including: (i) the ability (if any) of TOKENIZED PROPERTIES NFTs to trade on a secondary market; (ii) global digital asset and token supply; (iii) the demand for cryptoassets, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of cryptoassets; (iv) the security of online cryptoasset exchanges and wallets that hold cryptoassets, as well the perception that the use and holding of cryptoassets is safe and secure, and the regulatory restrictions on their use; (v) general expectations with respect to the rate of inflation, interest rates and exchange rates; (vi) changes in the software, software requirements or hardware requirements underlying TOKENIZED PROPERTIES NFTs; (vii) changes in the rights, obligations, incentives, or rewards for the various holders of TOKENIZED PROPERTIES NFTs; (viii) interruptions in service from or failures of major cryptoasset exchanges on which cryptoassets are traded; (ix) investment and trading activities of large purchasers, including private and registered funds, that may directly or indirectly invest in cryptoassets; (x) monetary policies of governments, as well as any trade restrictions, currency devaluations and revaluations; (xi) regulatory measures, if any, that affect the use of cryptoassets and changes in Applicable Law; (xii) global or regional political, economic or financial events and situations; and (xiii) expectations among participants in cryptoassets that the value of cryptoassets will soon change.

A decrease in the price of a single cryptoasset may cause volatility in the entire cryptoasset industry and may affect other cryptoassets including TOKENIZED PROPERTIES NFTs. For example, a security breach that affects participants' confidence in bitcoin or ether may affect the industry as a whole and may also cause the price of TOKENIZED PROPERTIES NFTs to fluctuate. Such volatility in the price of TOKENIZED PROPERTIES NFTs may result in significant loss over a short period of time.

It should be noted, however, that TOKENIZED PROPERTIES NFTs are linked to physical Assets. Any fluctuation in the prices of cryptoassets or cryptocurrency will not affect the price of the piece of land which forms the underlying Asset.

#### **7. Purchasers may lack information for monitoring TOKENIZED PROPERTIES NFTs**

You may not be able to obtain all information you want from time to time regarding TOKENIZED PROPERTIES NFTs. Even if you do receive such information, you may not receive it on a timely basis. It is possible that you may not be aware of materially adverse changes that have occurred with respect to TOKENIZED PROPERTIES NFTs in a timely manner. As a result of these difficulties, as well as other uncertainties, you may not have accurate or accessible information relating to your purchase, which could prevent you from taking actions with the potential to prevent adverse consequences relating to your holding of TOKENIZED PROPERTIES NFTs.

**8. General economic risks**

Please be aware that the value of TOKENIZED PROPERTIES NFTs can fall as well as rise. If you buy TOKENIZED PROPERTIES NFTs, you may not get back the full amount you spent on the TOKENIZED PROPERTIES NFTs, or anything at all. The value of TOKENIZED PROPERTIES NFTs may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past prices are not necessarily a guide to future prices of TOKENIZED PROPERTIES NFTs.

**9. Unanticipated risks**

TOKENIZED PROPERTIES NFTs are a relatively new and untested technology. In addition to the risks included in this Schedule 1, there may be other risks associated with your dealing in TOKENIZED PROPERTIES NFTs, including those that we cannot reasonably foresee. Additional risks may also materialize as unanticipated variations or combinations of the risks discussed above.