

Discretionary Investment Account Terms and Conditions

Chapter 1: General Provisions

(Purpose of the Terms and Conditions)

Article 1

These Terms and Conditions set forth the agreement between NOVA CAPITAL LIMITED (hereinafter referred to as "the Company") and the customer (hereinafter referred to as "the Applicant") regarding the provision of the discretionary investment account services specified in Chapter 2 (hereinafter referred to as "the Services") offered by the Company. These Terms and Conditions confirm that the Applicant has agreed to all matters concerning the discretionary investment account applied for by the Applicant with the Company, the contents of the Services, and related matters.

(Discretionary Investment Account)

Article 2

1. A "Discretionary Investment Account" refers to an account included in the Company's securities trading account (hereinafter referred to as "the Primary Account"), to which the Services are added (hereinafter referred to as "the Account").
2. To receive the Services, the Applicant must open the Account. If the Applicant does not have a Primary Account, both the Primary Account and the Account must be opened. The Account cannot be opened independently of the Primary Account, as it is considered a sub-account of the Primary Account.
3. The use of the Account and the Services by the Applicant shall be in accordance with the provisions set forth in these Terms and Conditions.

(Opening of the Account)

Article 3

1. The Applicant shall apply for the opening of the Account at their own judgment and responsibility, after agreeing to all matters stipulated in these Terms and Conditions.
2. The Account shall be opened when the Company has accepted the Applicant's

application, and at a time deemed reasonable by the Company.

(1) The Ultimate Beneficial Owner (UBO) of both the Primary Account and the Account must be the same.

(2) The Company must have confirmed the Applicant's identity with the personal identification documents designated by the Company at the time of opening the Primary Account, and must also be able to confirm the identity at the time of opening the Account.

(3) The Applicant must be an individual or corporate customer who is a resident of a country specified by the Company.

(4) The Applicant must have already opened a Primary Account (or is applying for its opening).

(Application of Primary Account Documents, etc.)

Article 4

Unless otherwise agreed, the documents submitted for the opening of the Primary Account, the contents of documents submitted for the Primary Account after the opening of the Account, agreements in contracts, related terms and conditions, tax notifications, and other arrangements shall continue to apply to the Account.

Chapter 2: Discretionary Investment Account Services

(Discretionary Investment Account Services)

Article 5

1. The Company shall provide the Services to the Applicant through the Account.
2. The Applicant may utilize the discretionary investment management services stipulated in the discretionary investment contract (hereinafter referred to as "the Discretionary Investment Contract") by entering into such a contract with the Company and paying the fees specified in various documents issued by the Company in connection with the contract.
3. The Company may, at its discretion, change the contents of the Services from time to time.

(Payment of Funds)

Article 6

The payment of funds into the Account by the Applicant shall be carried out by transfer from the Primary Account to the Account on a date specified by the Company.

(Management of Securities)

Article 7

1. When receiving the discretionary investment management services as specified in Article 5, paragraph 2, through the Account, the Company shall manage the securities acquired under the Discretionary Investment Contract in the manner determined by the Company.
2. The Company shall not accept the transfer of securities into the Account, including transfers from the Primary Account.

(Return of Contractual Assets)

Article 8

If the Applicant requests a reduction of the contractual amount or termination of the Discretionary Investment Contract concerning the Account, the Company shall return the contractual assets (as defined in the Discretionary Investment Contract) in cash.

Chapter 3: Communication and Reporting to the Applicant

(Reporting of Transactions and Balances)

Article 9

The Company shall send operation reports to the Applicant in accordance with the regulations established by the Company, upon the Applicant's request, for the relevant period.

Chapter 4: Termination, etc.

(Termination)

Article 10

1. In addition to the reasons stated in the securities trading terms and conditions, the Company may terminate the Account at a time deemed reasonable if any of the following conditions are met and the Discretionary Investment Contract has been terminated:
 - (1) The Applicant has requested the termination of the Discretionary Investment Contract.
 - (2) It is found by the Company that there are false statements in the application form or other necessary documents submitted at the time of opening the Account.

- (3) The Applicant has passed away.
 - (4) The Applicant has violated these Terms and Conditions.
 - (5) The Applicant becomes a non-resident of Japan.
 - (6) The Company has requested termination due to unavoidable circumstances.
2. In the event of the preceding paragraph, the Company shall, without receiving a separate application from the Applicant, liquidate all securities held in the Account, transfer them to the Primary Account, and thereafter terminate the Account.

(Disclaimer)

Article 11

The Company shall not be liable for any damage or costs incurred in the following cases:

- (1) If the Applicant violates the contract with the Company (including these Terms and Conditions).
- (2) If the seal impression (or signature) used on the documents submitted to the Company matches the registered seal impression (or signature) when verified with reasonable care.
- (3) If delays, impossibility, or malfunctions in information transmission occur due to failures or defects in communication lines, communication devices, or computer system equipment, or due to interference by third parties.
- (4) If natural disasters, political changes, financial crises, trading halts at exchanges, or other events recognized as force majeure occur.
- (5) If losses are incurred in connection with the provision of the Services.
- (6) If the Company has taken prompt measures due to the circumstances described in this Article.

Chapter 5: Other Provisions

(Governing Law and Waiver of Right to Sue)

Article 12

1. These Terms and Conditions shall be governed by the laws of the Comoros.
2. The Applicant agrees not to bring any lawsuit against the Company in any jurisdiction in connection with any disputes, claims, or demands arising from the use of the Services.
3. The Applicant confirms and agrees that the waiver of the right to sue set forth in the preceding paragraph is valid and legally enforceable for resolving all disputes related to

the contract between the Applicant and the Company outside of court.

4. This Article applies even in cases of the Company's negligence, misconduct, or other breaches of legal obligations.

(Application of Other Provisions)

Article 13

Matters not explicitly defined in these Terms and Conditions shall be governed by other internal rules, regulations, procedures, and practices of the Company, as amended or changed from time to time.

(Amendment of Terms and Conditions)

Article 14

These Terms and Conditions may be amended in response to changes in laws, directives from supervisory authorities, or other reasons deemed necessary by the Company. Notice will be given regarding the changes, except when the changes do not restrict the Applicant's existing rights or impose new obligations on the Applicant. If no objection is raised by the specified date, the changes shall be considered accepted by the Applicant.

Supplementary Provisions

These Terms and Conditions shall apply from September 27, 2023.