

WE OFFER YOU A SMART WAY TO EARN OUT OF THE FINANCIAL MARKETS.

Born in Switzerland, at home in the global financial markets.

Software-controlled, fully automated trading on the financial markets by banks, asset managers and other professional market participants has been growing for years. With **HelveticAlgoFX** we have revolutionized the way you can generate a passive income from the worldwide growth in the number of users of our software.

HelveticAlgoFX.

What we offer to you

Take advantage of this once-in-a-lifetime opportunity to profit from the global financial-software market in the world.

Buying a piece of our software license rights is giving you a share of our monthly royalty fees, earned from our global clients using the **HelveticAlgoFX** software in their trading.

Regardless of the markets - you receive your distributions from our gross fee revenue directly to your bank account on a quarterly basis.

Automated FX trading is on the rise, and our software is one of the most used by professionals in the market - this can provide you with a solid return.

Background to license rights

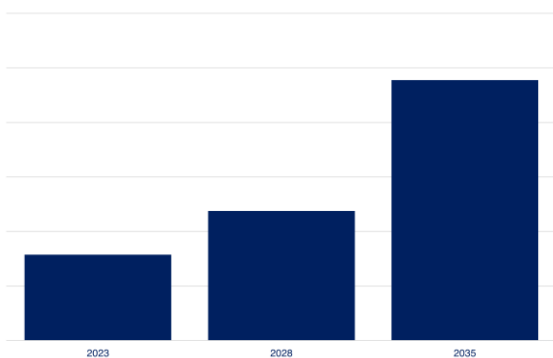
The acquisition of parts of a licensing right is still relatively new in the area of the many possibilities for building up passive income. First applied to licensing rights of music and cinematic works, this type of investment is now finding its way into the software sector. License rights can be acquired by private individuals as well as companies. The income from license rights is generated through the proceeds from software usage fees. In our case, the users of our software pay a monthly license fees and a quarterly maintenance fee.

Your benefits on a glance:

- **Permanent revenue share** in the proceeds from the user fees
- **Quarterly** settlement and **distribution** of royalty income
- **Co-ownership** of the company's core asset
- **No offsetting of company costs** as with profit sharing (shares etc.)
- You will directly receive your **share from the gross license income**.
- **Above average growth** perspective due to worldwide increase of algo-trading
- **Sell or transfer** your license rights at any time.
- **Buy-back-guarantee after 5 years**

GROWTH IN ALGO TRADING

The automated way to enter the markets

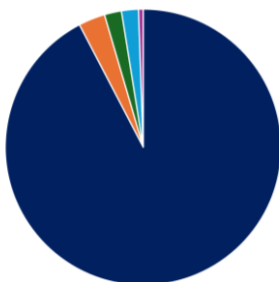


Automated trading on the financial markets (so-called algo trading or quant trading) is becoming increasingly important for institutional investors such as investment funds. The reasons for this are complex. In addition to the emotionless nature of the trading software, users can be sure that their trading will always be carried out according to predefined rules within their risk tolerance. In addition, trading software can recognize signs of impending market changes within a few milliseconds and immediately adjust trading accordingly. From 2009 to 2022, the proportion of financial market transactions traded by automated trading systems rose to 70%. The market research institute Mordor Intelligence assumes an annual growth rate of 10.5%.*

*Mordor Intelligence Market Size of Algorithmic Trading Industry

BACKGROUND FOREX MARKET

Welcome to the world's largest financial market



With a daily trading volume of over USD 7.5 trillion (in 2023), global forex trading is the world's largest financial market. Every day, almost 30 times as much capital is traded in this market as in the US stock market index S&P 500. Currency trading is growing continuously as a result of increasing global trade. In 2019, the daily trading volume amounted to just over USD 6.5 trillion*

*BIS Survey, Statista

What you want to know

What is the advantage in buying license rights?

As the owner of a stake in the license rights to our software, you participate directly in the company's core asset and receive your share from the gross revenues of the royalty fees. This means that, in contrast to company investments such as shares, there is no offsetting of company expenses and so your payout is not reduced by the company's costs and company taxes. As a license holder, you receive your payout directly from the sales revenue.

How are the user fees I am participating in calculated?

Our global clients pay a base maintenance-fee and in addition a fee depending on the traded volume.

What is special about HelveticAlgoFX Software?

In contrast to most other automated trading programs, HelveticAlgoFX is not offered as a locally installed program but as a Software-as-a-Service (SaaS) solution. Our server (Equinix LD4) is connected to the respective customer accounts via an interface.

For our clients, this means that they do not have to deal with the installation, maintenance and configuration of the software - this is managed and monitored centrally by our team.

Who are the users of the software?

Our software is available exclusively to professional users and institutional investors. These include global brokerage houses, investment companies and hedge funds.

What is the difference in the license rights packages?

There is basically no difference between the individual packages.

The total volume of all license rights shares is decisive for your share of the payout. If you buy several smaller packages, you have the advantage that you can sell individual packages or transfer them to third parties without giving up your entire license rights share.

How do I get my earnings?

You will receive a quarterly statement by email and your stake will be paid directly to your bank account (quarterly).

How can I sell my stake?

Your stake in the license rights is fully transferable to any natural person or company. You can sell them anytime to third parties - there are no restrictions for you.

In addition, we will open an internal secondary market on which you can offer your shares for sale once our license sale is complete (expected 2025-12-31).

After 5 years (starting from the date of receipt of the purchase price in our bank account), we will buy back the license rights at the issue price - this is guaranteed!

About us

The license rights sale was born from the idea of creating an easy, fast and secure way for anyone to profit from the Forex market, regardless of their background or knowledge of Forex trading.

As a license holder, you can easily and effortlessly benefit from the ever-increasing number of users of our software.

Unlike actively trading or investing in trading systems, you do not need any trading experience or a brokerage account.

HelveticAlgoFX is a financial market analysis and trading software for professionals, which was developed in 2018 by a Swiss team of investment bankers, analysts and software engineers, to give users an advantage in identifying trading opportunities in the increasingly fast and complex financial markets.

In 2023, we relocated our company headquarters from Switzerland to the United Arab Emirates in order to better serve the growth markets in Asia and Africa from here.

Software Name:	HelveticAlgoFX
Field of application:	Financial Markets Analysis and Trading
User profile:	Asset Managers, Investment- and Hedge Funds, Brokerage Companies
Traded Volume in 2023:	USD 3,059,685,616.02
Fees per user:	License- and Maintenance Fees

Offer:

Total volume:	EUR 100M
Per license share:	EUR 1,000.00
Minimum purchase:	1
Expected ROI per annum:	12.5%*

*The calculation is based on historical values and future forecasts - this information is not a guarantee for future results.

Terms and Conditions for the agreement in buying a stake of license rights

Object of the purchase agreement:

Upon conclusion of this purchase agreement, the buyer acquires the sole license exploitation rights to the aforementioned share of the total license exploitation rights to the HelveticAlgoFX software.

Scope of the license exploitation rights

The acquisition of the license exploitation rights assures the buyer the receipt of the usage fees (gross revenue) attributable to his share from the use of the software by third parties.

Exclusion of the right of refusal

The right to refuse the rights of use by third parties of the license rights attributable to the purchaser's share is excluded.

Settlement of the income attributable to the license rights shares

Invoicing of the license rights shares shall take place quarterly, for the first time at the end of the quarter following the date of the purchase agreement. The payment of the income relating to the income in this contract shall be made by the 5th working day after the end of the settlement period at the latest, in non-cash form to your bank account;

Transparency obligations and right to information

The buyer has the right to a monthly overview of the total income from the rights of use transferred to third parties in the last calendar month as well as a quarterly electronically transmitted statement of the income attributable to his share of the license rights.

Resale of the license rights

The purchaser has the right to pass on, sell and pledge the license rights covered by this purchase agreement.

Information obligation of the buyer

In the event of an action under point 3.), the buyer is obliged to inform the seller in advance electronically of the intention to take such action with details of the subsequent owner.

Claims of the buyer against the seller

The buyer's claims against the seller are limited to the payment of the income from the use of the software by third parties (users) attributable to the license rights shares acquired under this contract. No further claims exist and are therefore excluded in their entirety.

Variability of revenue

The income from the usage fees for our software varies depending on the number of users and the volume traded by the users. As a result, the revenue shares attributable to the license rights and thus the payment of these may vary.

Liability of the seller

The seller excludes liability for any harmful consequences that go beyond the obligations of this purchase agreement.

Validity of this contract

By sending this order form, the buyer undertakes to accept the license rights in this contract and the seller undertakes to transfer them to the buyer after full payment in favor of the seller by the buyer of the subscription volume specified in this contract. For this purpose, a separate deed will be sent confirming the Buyer's status as owner of the rights. Withdrawal is excluded for both parties.

Payment

A non-cash payment within 5 bank working days to the following bank account is deemed to be a debt-discharging payment from the obligations entered into by the buyer in this purchase contract:

Antares Innosoft Holding FZ-LLC,
WIO BANK
IBAN: AE1 1086 0000 0091 4657 8788 (for payments in EUR),
BIC: WIOBAEADXXX
Please state IPC as the reason for payment.

If payment is made in USD or AED, you will receive the corresponding account details from us. The amount credited to our account in EUR is decisive for the allocation of the license rights.

Fiduciary administration

The buyer transfers to the seller the fiduciary custody and administration of the license rights covered by this contract for the purpose of the exploitation, assertion and collection of the claims arising from these license rights against third parties as well as the settlement and payment of the proceeds thereof to the payment method specified by the buyer (bank details).

Exclusions of fiduciary administration

The fiduciary administration excludes all actions beyond those mentioned in 6.), in particular the resale or other exploitation of the license rights shares transferred for fiduciary administration.

Repurchase

The seller assures the buyer that the relevant license rights will be repurchased at the issue price after a holding period of 5 years. The holding period will begin on the date of receipt of the purchase price in the seller's bank account. For this purpose, the buyer must inform the seller (a notification by e-mail is sufficient) that he would like to exercise his option to sell. The repurchase takes place on the last working day of the month following the month in which the buyer has notified the seller of his intention.

Jurisdiction

This agreement is settled under the laws of the United Arab Emirates

Written form requirement

With the conclusion of this contract, all previous verbal and written agreements and arrangements between the buyer and seller lose their validity and effect. All changes to this contract must be made in writing; this applies in particular to changes to the written form requirement.

Severability clause

Should provisions in this contract be invalid, they shall be replaced by a provision which comes closest to the economic interests of the parties arising from the original provision.