

## SCH TOKEN SALE TERMS AND CONDITIONS

PLEASE READ THESE TERMS OF SALE CAREFULLY. BY ATTEMPTING TO PURCHASE THE SCH TOKENS, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS & CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. BY ACCEPTING THESE TERMS & CONDITIONS, YOU WILL BE ENTERING INTO A BINDING AGREEMENT WITH SWISSCHAIN HOLDING SA. THESE TERMS & CONDITIONS CONTAIN PROVISIONS WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS, DO NOT PURCHASE THE SCH TOKENS AND NAVIGATE AWAY FROM THE COMPANY WEBSITE.

### GENERAL SALE RESTRICTIONS

The SCH Token Sale consists of a public sale of the SCH Tokens in Switzerland.

Potential purchasers should note that participation in the SCH Token Sale is subject to limitations imposed by applicable laws in various jurisdictions.

If a potential purchaser domiciled abroad (i.e. outside Switzerland) is interested to participate to the SCH Token sale, he/she shall first make sure beforehand that such subscription does not breach any local and foreign (i.e. non-Swiss) applicable laws or regulation. In this context, such sale of the SCH Token in certain jurisdictions other than Switzerland is allowed only provided that such sale is not subject to specific limitations under such applicable laws and complies with the requirements - including content requirement, if any - of such applicable laws.

The SCH Token Sale is intended exclusively for participants considered as professional clients as such term is defined in Articles 4 and 5 of the Financial Services Act of June 15, 2018 ("FinSA") and/or at investors purchasing securities for a minimum value of CHF 100'000.-, in accordance with the exemptions for publishing a prospectus expressly provided for in Article 36 para. 1 let. a and c of FinSA. Therefore, no prospectus as per Article 35 of the LSFIn is required to be published or submitted to auditors and these SCH Token Sale Terms and Conditions (the "Terms") are not and shall not be considered as a prospectus as such term is defined under FinSA.

For individuals, "professional clients" under Article 4 and 5 para. 1 FinSA refers to high net worth individuals having either (i) CHF 500,000.- of wealth (excluding direct investments in real estate, social insurance schemes and occupational pension) and professional or similar experience to understand the risks associated with the participation to the SCH Token sale or (ii) CHF 2mio of wealth (excluding direct investments in real estate, social insurance schemes as well as occupational pension).

The SCH Token is not registered in any jurisdiction nor issued on the basis of any prospectus.

The information contained herein shall not constitute an offer to sell or the solicitation of an offer to buy the SCH Token in any jurisdiction in which such offer or solicitation would be unlawful prior to registration, exemption from registration or qualification under applicable laws and regulation of any jurisdiction, including securities laws of any jurisdiction.

Persons into whose possession these Terms may come are expressly required to inform themselves about applicable laws and regulations as well as to observe and comply with such restrictions. These Terms may not be communicated, used for or in connection with any offer to, or solicitation by, anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorized or is unlawful.

These Terms are not for release, publication, circulation and distribution in any jurisdiction other than Switzerland.

Even if a potential foreign (non-Swiss) purchaser of the SCH Token has verified his/her eligibility under local laws and regulation, the SCH Token Sale is expressly excluded in particular (non-exhaustive list), directly or indirectly, in or into Afghanistan, Algeria, Angola, Azerbaijan, Bangladesh, Belarus, Bulgaria, Burkina Faso, Burma, Burundi, Cambodia, Cameroon, Canada, Central Africa Republic, Chad, Comoros, Congo, Côte d'Ivoire, Crimea, Donetsk and Luhansk - Regions of Ukraine, Croatia, Cuba, Democratic republic of the Congo, DRC, Equatorial Guinea, Eritrea, Ethiopia, Guatemala, Guinea-Bissau, Haiti, Honduras, Hong Kong, Iran, Iraq, Kenya, Lebanon, Libya, Mali, Monaco, Mozambique, Myanmar, Namibia, Nicaragua, Nigeria, North Korea, Philippines, Russia, Somalia, South Africa, South Sudan, Sudan, Syria, Tajikistan, Tanzania, Turkmenistan, United States of America (including its territories and dependencies, any state of the United States and the District of Columbia), Venezuela, Vietnam, Yemen, Zimbabwe or any jurisdiction into which the same would be unlawful (the "Restricted Countries").

In particular, these Terms do not constitute or form a part of any offer or solicitation to purchase, subscribe for or otherwise acquire securities in the Restricted Countries. The list of such Restricted Countries is not exhaustive and may be adapted at any time. Moreover, the Website (as such term is later defined) may contain additional restricted countries

and other restrictions.

## SPECIFIC SALE RESTRICTIONS

As mentioned above, it is not intended that the SCH Token be registered in any jurisdiction. Potential purchasers should note that participation in the SCH Token Sale is subject to limitations imposed by applicable laws in various jurisdictions. The list below is not exhaustive and may be adapted at any time. Moreover, the Website (as such term is later defined) may contain additional restrictions.

No action has been or will be taken by the Company (as such term is later defined) that would, or is intended to, permit a public offering of the SCH Tokens, or possession or distribution of these Terms or any other offering material, in any country or jurisdiction other than Switzerland where action for that purpose is required.

Each purchaser must comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers or sells SCH Tokens, in all cases at its own expense, and must obtain any consent, approval or permission required for the purchase, offer or sale by it of SCH Tokens under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales, and the Company shall not have any responsibility therefore.

Purchasers should not construe anything in these Terms as legal, business or tax advice. Each purchaser should consult its own advisors as needed to make its decision and to determine whether it is legally permitted to purchase the SCH Tokens under applicable laws and regulations.

### USA

The SCH Tokens will not be registered under the US Securities Act of 1933, as amended or under any securities laws of any state or other jurisdiction of the United States and may not be offered, sold, taken up, exercised, resold, renounced, transferred or delivered, directly or indirectly, within the United States and/or to US persons (as such term is defined under the US Securities Act of 1933 and/or any other US regulation).

The SCH Tokens have not been approved or disapproved by the US Securities and Exchange Commission, any state's securities commission in the United States or any US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the SCH Tokens or the accuracy or adequacy of this announcement. Any representation to the contrary is a criminal offence in the United States.

Residents, citizens and/or green card holders for the USA, or a person located or domiciled, including without limitation, any corporation or partnership created or organized in or under the relevant applicable laws, of the Restricted Countries shall not purchase or attempt to purchase the SCH Tokens ("Restricted Person(s)"). Restricted Persons that participate in the SCH Token Sale by providing false or inaccurate information about their citizenship, residency and/or nationality shall be in breach of these Terms and shall indemnify the Company in respect of any damages and/or losses suffered due to this breach in accordance with the indemnification provisions set out in these Terms.

### United Kingdom

The information contained herein does not constitute an offer of securities to the public in the United Kingdom. Specific exemptions, if any, are expressly reserved.

### European Economic Area (EEA)

The SCH Tokens are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such SCH Tokens will be engaged in only with, qualified investors, provided that such offer complies with the Member State private placement exemptions. Any person who is not a qualified investors should not act or rely on these Terms or any of its contents. Any offer of the SCH Token that may be deemed to be made pursuant to this communication in any EEA Member State that has implemented Directives 2003/71/EC and 2010/73/UE (together with any applicable implementing measures in any Member State, the "Prospectus Directive") is only addressed to qualified investors in that Member State within the meaning of the Prospectus Directive, provided that such offer complies with the Member State private placement exemptions. Specific exemptions, if any, are expressly reserved.

## TERMS AND CONDITIONS

These Terms and any terms expressly incorporated herein govern the purchase by you (the "Purchaser" or "you") of the tokens distributed on the Ethereum blockchain (the "SCH Tokens") from Olyseum SA, a private limited company incorporated in Switzerland, whose registered office is 1, Place de Longemalle, 1204 Geneva, ("Swisschain Holding

SA", together with its parent company, subsidiaries and affiliates, the "Company" or "us", "our", "we") during the SCH Tokens Sale. Purchaser and Company are herein referred to individually as a "Party" and collectively, as the "Parties".

Whereas, Swisschain Holding SA is a Swiss holding company with no commercial operations of its own. Its value and ability to generate returns depend entirely on the performance and execution of its subsidiaries, which are expected to operate a comprehensive one stop shop ecosystem and provide a wide range of innovative services bridging traditional finance and decentralized finance, as well as related and ancillary business opportunities such as technology integration, smart contract development, advisory services, infrastructure management and education.

Whereas, the Company wishes to launch a crowd investment campaign to raise capital, whereas the Company issued 10'616'665 non-voting shares within the meaning of Articles 656a et seq. of the Swiss Code of Obligations (Partizipationsscheine/Bons de participation), in the form of ledger-based securities according to article 973d CO, each with a nominal value of CHF 0.01 each, fully paid-up. The participation certificates are issued as ledger-based securities in accordance with article 973d CO and are represented by digital tokens recorded on the Ethereum blockchain, a distributed ledger as SCH Tokens.

Whereas, the SCH Tokens are governed by the Registration Agreement and the Participation Certificate Holders Agreement (as such terms are defined below in these Terms) as published on the website of the Company (the "Website"), as amended from time to time.

Whereas, the SCH Tokens are locked in a smart contract on the Ethereum blockchain (the "SHA Smart Contract") and for each locked SCH Token, a placeholder token (the "SHA Token") is generated. The SHA Token are governed by the common Participation Certificate Holders Agreement as published on the Website, as amended from time to time.

The Company now wishes to offer to purchasers the possibility to buy SCH Tokens at a price determined by such purchaser, which can be accepted by the Company at its sole discretion, subject to these Terms.

These Terms take effect when you (1) click an "I have read, understood and hereby agree with the Terms" button, check box or other indicator of agreement presented with these Terms and (2) when we receive payment in full ("Effective Date"). By purchasing the SCH Tokens from us during the SCH Token Sale, you will be bound by these Terms and all terms incorporated by reference as well as the Registration Agreement and the Participation Certificate Holders Agreement.

If you have any questions relating to these Terms, please contact us at [contact@swisschainholding.ch](mailto:contact@swisschainholding.ch) before you click to accept them.

Based on the above, you and the Company agree as follows:

#### Scope of Terms

Unless otherwise stated herein, these Terms govern only your purchase of the SCH Tokens from us during the SCH Token Sale.

Your purchase of the SCH Tokens from us is final, and there are no refunds or cancellations except as may be required by applicable law or regulation.

To the extent that we refuse or reject a payment, we will exercise reasonable endeavors to secure that the payment is returned to the wallet from which it was made. However, we do not warrant, represent, or offer any assurances that we will be able to successfully recover and/or return such payments, and, in any event, you accept that any return of your payment will be net of any mining fees and other transfer fees applied at the time the payment is made and thereafter until returned, if so returned.

#### SCH Token Sale Specifications

Important information about the procedures and material specifications of our SCH Token Sale (the "SCH Token Sale") are set out below in this Article 2. By purchasing the SCH Tokens, you acknowledge that you understand and have no objection to these specifications.

#### SCH Token Price

The price per SCH Token will be determined at the sole discretion of the Company and may be adjusted during the SCH Token Sale. The price of the SCH Token will be quoted in either Bitcoin (BTC), Ether (ETH), Swiss Francs (CHF) (the "Purchase Currency").

The Company reserves the right to change the price of the SCH Token, in its sole discretion, at any time during the SCH Token Sale. By submitting payment for the SCH Token, you agree to the price of the SCH Token as determined at the time of payment. The Company is free to accept or refuse any purchase in its sole discretion at any time.

The Company may change the available payment methods or refuse payments or certain payment methods in its sole discretion.

Only payments from Eligible Purchaser as such terms is defined under article 5 b) of these Terms will be accepted by Company. Company, in its sole discretion, may refuse to accept any person as Purchaser and may request further information, e.g., for KYC purposes, at any time from a potential or existing Purchaser.

#### Commencement, Duration and Completion of the SCH Tokens Sale

**The Company will conduct the SCH Token Sale, which will begin on a date to be determined by the Company and will end on a date to be determined by the Company or when the Company has received a total of \$[50,000,000] in payments, whichever occurs first. The Company reserves the right to extend, shorten, or otherwise modify the SCH Token Sale period at its sole discretion, and will publish the commencement date and the end date as well as any changes on the Company's official website or communicate them through other appropriate channels.**

#### Delivery of the SCH Tokens

You are required to provide an Ethereum (ERC-20) compatible address of which you are the beneficial owner (the "Recipient Address") for the delivery of the SCH Tokens. It is your sole responsibility to ensure that a correct address is provided. The Company reserves the right to prescribe additional guidance regarding specific wallet requirements.

Subject to (i) you meeting all participation criteria as determined by the Company, (ii) the successful completion of the Company's onboarding process, (iii) availability of SCH Tokens, (iv) the receipt of the purchase price, (v) you providing a Recipient Address, and (vi) the acceptance by the Company of your offer to purchase the SCH Token, the Company shall deliver the SCH Token amount purchased to the Recipient Address.

You understand and acknowledge that title to, and risk of loss of, SCH Tokens you purchase from the Company passes from the Company to you at the time of payment. **THE PURCHASER UNDERSTANDS AND ASSUMES ALL RISKS ASSOCIATED WITH THESE TERMS.**

#### Prospectus Exemption

The SCH Token Sale is intended exclusively for investors considered as professional clients and/or is at investors purchasing securities for a minimum value of CHF 100,000, in accordance with the exemption for publishing a prospectus within the meaning of applicable Swiss law (including under art. 652a or 1156 of the Swiss Code of obligation), expressly provided for in Article 36 para. 1 let. a and c LSFIn. Therefore, no prospectus as per Article 35 of the LSFIn is required to be published or submitted to auditors for the SCH Token Sale and these Terms are not and shall not be considered as a prospectus.

For individuals, "professional clients" under Article 4 and 5 para. 1 FinSA refers to high net worth individuals having either (i) CHF 500,000.- of wealth (excluding direct investments in real estate, social insurance schemes and occupational pension) and professional or similar experience to understand the risks associated with the participation to the SCH Token sale or (ii) CHF 2mio of wealth (excluding direct investments in real estate, social insurance schemes as well as occupational pension).

#### Representations and Warranties.

Unless explicitly stated otherwise and except in cases where such exclusion is not permitted under applicable law (such as in cases of willful misconduct and gross negligence, or for incorrect or misleading statements relating to the content and functionality of the ledger-based participation certificates), all representations and warranties with regard to the ledger-based participation certificates, the smart contract and the blockchain, and any liability by the Company or the Representative (as well as any person acting on behalf of the Company or the Representative as such term is defined in the Participation Certificate Holders Agreement) is herewith excluded.

If you did not understand any of the concepts identified in these Terms, please contact us at

contact@swisschainholding.ch before agreeing to the Terms. By agreeing to the Terms, you confirm that you understood any and all concepts described in these Terms to your satisfaction.

#### Purchaser's Right as Participation Certificate Holder

3.1 Non-voting shares. The SCH Tokens are non-voting shares (Bons de participation/ Participationsscheine) within the meaning of Articles 656a et seq. of the Swiss Code of Obligations, issued in the form of a ledger-based security according to article 973d CO with a nominal value of CHF 0.01.- per participation certificate, each to fully paid in in cash represented by digital tokens recorded on the Ethereum blockchain, a distributed ledger.

3.2 Financial rights. The SCH Tokens confer the right to a portion of the Company's distributions, calculated by reference to the par value of the SCH Tokens, in relation to the par value of all classes of outstanding shares (whether voting or non-voting) of the Company. The SCH Tokens will consequently confer the same financial rights as the Company's voting shares.

3.3 No voting or voting-related right. The SCH Tokens are non-voting shares. They consequently not entitle their holders to participate in the Company's general meetings of shareholders or to vote on the occasion of such meetings. Also, the SCH Tokens will not confer any of the rights generally associated with voting rights under Swiss corporation law, such as the right to request the holding of a general meeting of shareholders, the placement of items of the agenda of a general meeting of shareholders or the right to ask questions or to make proposals on the occasion of such meeting.

3.4 No right to the delivery of physical certificates. The SCH Tokens are issued in uncertificated form (i.e. as droits-valeurs or Wertrechte within the meaning of Article 973c of the Swiss Code of Obligations). Under the Articles of Association of the Company, the Purchaser will have no right to request the printing or delivery of such physical certificates. The Purchaser will, however, be entitled to receive from the Company, upon request, a written confirmation of the number of SCH Tokens with respect to which they are registered in the Company's Register of Participation Certificates.

3.5 Transfer of tokenized participation certificates. The SCH Tokens will only be transferable pursuant to certain regulations adopted by the Company. The Articles of Association of the Company authorize the board of directors to adopt regulations on the transfer of participation certificates. On that basis, the board of directors of the Company adopted regulations that determine, among other things, the process pursuant to which the ownership of the participation certificates of the Company that have been associated with digital tokens can be transferred. In addition, article 6 of the Articles of Association provides that the transfer of participation certificates in a form of ledger-based securities is subject to the rules of the tokenization terms pursuant to article 973f para 1. CO (the "Registration Agreement"), which is attached to these Terms as Schedule 1 and forms an integrant part of it.

Furthermore, the Company has entered with participation certificate holders into a Participation Certificate Holders Agreement (the "Participation Certificate Holders Agreement"), which is attached to these Terms as Schedule 2 and forms an integrant part of it, to govern matters of corporate governance, to provide certain rights and set certain restrictions in connection with the participation certificates and to determine their agreements with respect to their respective rights and obligations as participation certificate holders of the Company.

The Company and all holders of the SCH Token are bound to the Registration Agreement and the Participation Certificate Holders Agreement. By acquiring the SCH Tokens, the Purchaser expressly accepts and agrees to be bound by the Registration Agreement and the Participation Certificate Holders Agreement. The Registration Agreement and the Participation Certificate Holders Agreement may be updated by the Company from time to time to reflect the latest legal and technical developments, as well as decisions taken by the general assembly or the board of directors acting under delegated authority. The Company makes the applicable version of the Registration Agreement and the Participation Certificate Holders Agreement available on the Website and, where necessary, informs the registered participation certificate token holders in accordance with the Articles of Association. The Registration Agreement and the Participation Certificate Holders Agreement are binding on all subsequent holders of the SCH Tokens. Subsequent token holders are deemed to have accepted the Registration Agreement and the Participation Certificate Holders Agreement by acquiring the SCH Tokens.

3.6 Conditions for the exercise of the Purchaser's rights as participation token holder. The exercise of the rights attached to participation certificates will be subject to the prior registration of the Purchaser in the Company's register of participation certificates (the "Register of Participation Certificates") as the owner or usufructuary of the participation certificates. The Purchaser will, upon request, be recorded in the Company's Register of Participation Certificates as a

participation certificate holder with respect to the SCH Tokens he owns, provided that the Purchaser identifies itself in the manner specified in the Registration Agreement. The Company may ask the Purchaser to repeat that confirmation at any time. If the Purchaser is not registered in the Company's Register of Participation Certificates have no rights as participation certificate token holder of the Company, including dividend rights.

**3.7 Transfer restrictions.** The Articles of Association of the Company do not include transfer restrictions with respect to the SCH Tokens.

#### Security and Data; Taxes

**Your Security.** You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold the SCH Tokens you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your SCH Tokens. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant address or your SCH Tokens and (iii) your username, password and any other login or identifying credentials. In the event that you are no longer in possession of your private keys or any device associated with your account or you are not able to provide your login or identifying credentials, you may lose all of your SCH Tokens and/or access to your account. The Company's regulations and the Registration Agreement specify the procedure to be followed if you lose access to your SCH tokens, e.g. because the corresponding private key has been lost or stolen. The applicable procedure involves that you are in a position to demonstrate in a manner satisfactory to the Company that you are the rightful owner of the lost or stolen digital tokens. The Company is under no obligation to recover any SCH Tokens and you acknowledge, understand and agree that all purchases of SCH Tokens are non-refundable and you will not receive money or other compensation for any SCH Tokens purchased.

**Additional Information.** You undertake to provide us, or our nominee, immediately upon request, with any information we deem to be required to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any "Know Your Customer" requirements and policies. Such information may include a passport, driver's license, utility bill, photograph of you, government identification cards, or sworn statements, and we or our nominee may keep a copy of such information.

**KYC/AML Process.** You accept that you will receive your SCH Tokens only after having successfully passed through our KYC/AML process. This means that the SCH Tokens will not be distributed until you have passed through this screening successfully. If you fail to pass the KYC/AML screening you will not receive your SCH Tokens. No payment in cryptocurrencies will be accepted by the Company until you have fulfilled all the requirements of the KYC/AML process. Potential purchaser subscribing for less than CHF 100,000 shall also be classified as professional client as defined by FinSA before being an eligible purchaser.

**Data Protection.** We may determine, in our sole discretion, that it is necessary to obtain certain personal information about you in order to comply with applicable laws or regulations in connection with the selling of the SCH Tokens. By providing your personal information, you give us the permission to process your personal information. We will not disclose your personal information except as expressly permitted under these Terms and Conditions and our Privacy Policy and otherwise only with your prior consent. Please refer to our Privacy Policy for information about how we collect, use and share your personal data.

**Taxes.** The purchase price that you pay for the SCH Tokens is exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of the SCH Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of the SCH Tokens.

#### Representations and Warranties of the Purchaser

By purchasing the SCH Tokens, you represent and warrant that:

- (a) You are not a Restricted Person;
- (b) You are an Eligible Purchaser as such term is defined under Schedule 3;
- (c) You have read and understood these Terms (including all Schedules, in particular the Registration Agreement and

the Participation Certificate Holders Agreement which form an integrant part of these Terms);

(d) You have the necessary authority and consent to accept these Terms, to enter into a binding agreement with the Company and to perform the obligations set out herein;

(e) The acceptance of these Terms and the entry into a binding agreement with the Company shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Purchaser's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on the Purchaser by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which the Purchaser is bound or (d) any laws, regulations or rules applicable to Purchaser;

(f) The execution and delivery of, and performance under these Terms require no approval or other action from any governmental authority or person other than you;

(g) If you are an individual, you are at least 18 years old and of sufficient legal age and capacity to purchase the SCH Tokens;

(h) If you are an entity, the Purchaser is duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business;

(i) You have sufficient knowledge and experience in business matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of Purchaser's purchase of the SCH Tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of SCH Tokens, and liability to the Company and others for its acts and omissions, including with limitation those constituting breach of these Terms, negligence, fraud or willful misconduct;

(j) You have obtained sufficient information about the Company and the SCH Tokens to make an informed decision to purchase the SCH Tokens;

(k) You will comply with any applicable tax obligations in your jurisdiction that may be relevant to your purchase, holding, redemption, sale, or transfer of the purchase of the SCH Tokens;

(l) You are purchasing the SCH Tokens for yourself or as a duly authorized representative of an entity;

(m) If you are purchasing the SCH Tokens on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);

(n) You have such knowledge and experience in financial matters, business and technology, including but not limited to blockchain technology, to be able to evaluate the risks and merits of purchasing, and other considerations relating to the SCH Tokens to be purchased by you pursuant to these Terms, including but not limited to the risks outlined in Article 6 herein, and is able to bear such risks. Your financial situation is such that you can afford to bear the economic risk of holding the SCH Tokens for an indefinite period of time, and you can afford to suffer the complete loss of the SCH Tokens.

(o) To the extent required by any applicable law, you hereby confirm that you comply with all anti-money laundering and counter-terrorism financing requirements. You also represent to the Company that amounts paid by you were not directly or indirectly derived from activities that may contravene the laws and regulations of Switzerland or other international laws and regulations, including anti-money laundering laws and regulations.

(p) Neither you, nor any person having a direct or indirect beneficial interest in the SCH Tokens being acquired by you is (i) subject of sanctions administered or enforced by any country or government (collectively, "Sanctions"), (ii) organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions or (iii) otherwise a party with which the Company is prohibited from dealing with under applicable Laws.

#### Acknowledgment and Assumption of Risks

You expressly acknowledge that you have carefully reviewed, understand and assume the following risks, as well as all other risks associated with the SCH Tokens (including those not discussed herein), all of which could render the SCH Tokens worthless or of little value:

## 6.1 Risks related to the Company's corporate purpose and the SCH Tokens

The Company is a holding company with no commercial operations of its own. Its value and ability to generate returns depend entirely on the performance of its subsidiaries, which are expected to operate an one-stop-shop platform ecosystem and provide a wide range of services bridging traditional finance and decentralized finance, as well as other related or ancillary services. Consequently, the Company is exposed to risks inherent in the operations of its subsidiaries, including the possibility that such subsidiaries may fail to successfully develop, maintain, or operate their platforms and services, encounter difficulties in raising capital to support growth, or experience operational or technological challenges. The Company's returns will also be affected by the financial performance, management decisions, and regulatory compliance of its subsidiaries. There is a risk that key management or personnel of the subsidiaries may be lost or difficult to replace, potentially impacting the execution of business strategies. Legal or regulatory actions against the subsidiaries, or changes in applicable economic, financial, or administrative regulations, could materially affect the Company's investments. Furthermore, the Company's investment value may be impacted if its subsidiaries fail to secure adequate partnerships, customer relationships, or insurance coverage, or if they encounter unfavorable market conditions or competitive pressures. Purchasers must recognize that holding the SCH Tokens in the Company involves reliance on the performance, governance, and risk management of multiple underlying subsidiaries, none of which are directly controlled in day-to-day operations by the Company itself.

To understand the risks associated with the Company's corporate purpose and the SCH Tokens, the Purchaser should thoroughly and in detail assess and analyze these Terms and the documents incorporated by reference herein. The Company's business, financial condition and results of operations could be materially adversely affected by any of these risks. As a result, the price of the SCH Tokens may decline and the Purchaser may lose his investment. The risks described below are not the only ones applicable to the Company. Additional risks that are not known to the Company at this time, or that the Company currently considers to be immaterial based on its regular risk assessment, could significantly impair the Company and have a material adverse effect on the Company's financial condition or results of operations by its subsidiaries. The order in which these risks are presented is not intended to provide an indication of the likelihood of occurrence nor of their severity or significance.

## 6.2 Risk related to legal uncertainty on tokenized securities

The SCH Tokens are digital tokens recorded on the public Ethereum blockchain (Ethereum's "mainnet").

To date, there are no court precedents regarding the acquisition or transfer of tokenized securities. In addition, the Swiss legislator may adopt new rules regarding the acquisition or transfer of tokenized securities, the impact of which cannot be predicted. Such acquisition or transfer is therefore subject to legal uncertainties that are more significant than for non-tokenized securities.

If a court were to decide that a transfer on the relevant blockchain is not sufficient to transfer the rights and obligations associated with tokenized securities, the validity of transfers of the SCH Tokens effected by transferring the relevant tokens on the Ethereum blockchain may be challenged.

These factors, and the resulting uncertainty regarding the SCH Tokens and tokenized securities in general, may significantly affect the price and ability of token holders to acquire or dispose of the SCH Tokens. In addition, if tokenized securities become more difficult to acquire or transfer, the Company may be forced to rely on other ways of raising capital, which may be significantly more expensive. This could materially affect the Company's ability to execute its strategy and its prospects.

## Risk related to the SCH Tokens being recorded as digital tokens on a blockchain

The SCH Tokens are recorded on the public version of the Ethereum blockchain. The Company has adopted internal regulations, pursuant to which the SCH Tokens and the underlying participation certificates of the Company will be tied to each other in a manner that will prevent the relevant participation certificates from being transferred without the corresponding tokens and vice-versa.

The SCH Tokens are created and managed under the terms of a so-called "smart contract", i.e. computer code that defines the manner in which digital tokens can be created, transferred and cancelled. Smart contracts are non-trivial pieces of computer code and their interactions with the blockchain for which they have been created are complex. It cannot be excluded that the computer code for the smart contract used by the Company contains flaws, errors, defects and bugs, which may disable some functionality of the SCH Tokens, expose token holders' information or otherwise be harmful to the token holders or the Company. The Purchaser should review the functioning of the smart contract

underpinning the SCH Tokens and seek advice from third party experts, if necessary, to understand it before acquiring the SCH Tokens.

Should the smart contract based on which the SCH Tokens are operated cease to function for any reason, the ability of the Purchaser to transfer such tokens to third parties or the ability of the acquirers of the SCH Tokens to exercise the rights associated may be impaired. The regulations that the Company has adopted to associate the SCH Tokens with the relevant participation certificates make it possible for the Company to cancel existing SCH Tokens and to issue replacement tokens or to issue the correspondent participation certificates in a different form (e.g. in the form of paper certificates). Such an operation may however complicate the transfer of the participation certificates or the exercise of the rights associated with newly acquired participation certificates.

#### Risks related to the Ethereum blockchain technology

Blockchain technology is new and untested and subject to known and unknown risks, including the risks set out below:

The Ethereum source code could be updated, amended, altered or modified from time to time by the developers and/or the community of Ethereum users. There can be no guarantee that such update, amendment, alteration or modification will not adversely affect the functionality of the SCH Tokens.

Changes to the protocol that govern the Ethereum blockchain may result in the development of parallel chains of blocks (so-called "hard forks") when some of the blockchain's nodes are validating transactions on the basis of the old version of the protocol, while other nodes are validating transactions on the basis of the new protocol.

Blockchain technology functions based on concepts belonging to asymmetric cryptography, or public key cryptography. Scientific research regarding blockchain technology is still at an early stage. Code cracking or technical advances such as the development of quantum computers, could present a risk for all blockchain technology. This could result in the theft, loss, disappearance, destruction or devaluation of SCH Tokens.

Hackers or other groups or organizations may attempt to interfere with wallets maintained by token holders in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks or consensus based attacks. In addition, the Ethereum blockchain is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks (or "51% attacks"), "selfish-mining" attacks, and race condition attacks.

#### Risks related to Legal and regulatory risks associated with the use of blockchain technology

Blockchain technology is recent. In many jurisdictions, the legal and regulatory regime applicable in case of use of that technology in the financial sector remains debated, and regulatory actions by the Swiss or foreign governments restricting the ability to use the technology in the manner contemplated by the Company cannot be excluded. The legal aspects of the tokenization of securities are debated in Switzerland, and no court decision has been published on the topic. Disputes regarding certain aspects of the acquisition and transfer of the participation certificates in the form of digital tokens, such as for example the validity of transfers, cannot therefore be excluded. Court decisions, depending on their content, may result in the Company having to cancel the digital tokens associated with the participation certificates, and to issue the participation certificates in a different form (e.g. in the form of paper certificates). This could restrict the ability of the holders of participation certificates to transfer such participation certificates.

#### Inability of holders of participation certificates to influence the decisions of the Company

The SCH Tokens are participation certificates with the meaning of article Articles 656a et seq. of the Swiss Code of Obligations. The Purchaser will not be able to exert significant influence over the election of the Company's directors or independent auditors, or the appropriation of the Company's earnings (and in particular the distribution of dividends). The Purchaser will have none of the rights generally associated with voting rights under Swiss corporation law, such as the right to request the holding of a general meeting of shareholders, the placement of items of the agenda of a general meeting of shareholders or the right to ask questions or to make proposals on the occasion of such meeting.

The traditional framework for combatting anti-money laundering and terrorist financing does not apply to the SCH Tokens

The purchase of the SCH Tokens will be carried out without the involvement of professional custodians, but through the transfer of digital tokens recorded on a decentralized ledger. The mechanisms generally applicable for the prevention of money laundering and terrorist financing will therefore generally not apply.

Regulatory actions against the Company under Swiss or foreign regulations against money laundering or terrorist financing cannot be excluded in the future. The Company may also be restricted in its ability to open or maintain accounts with banks or other regulated financial intermediaries if the manner in which it identifies the source of the capital raised through the sale of the SCH Tokens or future capital raisings is, in the future, deemed inappropriate.

If the Company is subject to investigations or regulatory actions in connection with money laundering or terrorist financing, or if the Company is unable to open or maintain bank accounts at satisfactory conditions, the Company may be unable to execute its strategy, face material financial difficulties and may even be forced to cease operations.

#### Volatility in the market for and the price of the SCH Tokens

After completion of the purchase, the market for and the market price of the SCH Tokens (to the extent such a market develops) may be highly volatile. Such volatility could be caused not only by the Company's operational performance or other events involving the Company and/or its suppliers or competitors, but also by changes in general conditions in the economy or the financial markets, and the Fintech industry in particular. As a result of such fluctuations, holders of the SCH Tokens may not be able to resell their tokens at or above the offering price and may incur losses.

Factors that could cause this volatility in the market price of the SCH Tokens include, but are not limited to: (i) actual or anticipated fluctuations in the Company's results or financial condition; (ii) market expectations for the Company's financial performance; (iii) Investor perception of the success and impact of the Company's strategy; (iv) the entrance of new competitors or new products in the markets of the Company; (v) actual or anticipated sales of the Company's participation certificates; (vi) the liquidity of the market for the SCH Tokens; (vii) new laws or regulations or changes in interpretations of existing laws and regulations affecting the Company; (viii) general market and economic conditions; (ix) sentiment in the Fintech industry; (x) announcements of developments related to the Company; (xi) local market conditions; (xii) cyberattacks or security breaches, or other events affecting token holders confidence or the transferability of the SCH Tokens.

#### Risk of lack of liquid market for the SCH Tokens after completion of the purchase

The SCH Tokens could be listed in a future on a stock exchange or admitted to trading on a multilateral trading facility.

Subject to certain conditions, BX Digital is considering the trade of the SCH Tokens. The decision of BX Digital to trade the participation certificates of the Company is however subject to conditions and may be reversed at any time by BX Digital. As a consequence, there can be no assurance (i) that an active and liquid trading market, or even a market at all, will develop or continue after the purchase, (ii) that the market price of the SCH Tokens will not decline below the issuance price after completion of the purchase or that (iii) the Purchaser will be able to sell its participation certificates quickly or at all. The issuance price of the SCH Tokens will be determined by the Company. The issuance price may not be indicative of the market price of the Company's participation certificates after completion of the purchase and there can be no assurance that the market price of the participation certificates will reflect the Company's actual financial performance or the state of its results and/or prospects.

#### Lack of analyst coverage

The unavailability of financial analysts' coverage may prevent or delay the development of a liquid market for the SCH Tokens.

#### Potential decline in market price of the SCH Tokens due to the sale of a substantial number of participation certificates

The market price of the participation certificates may decline as a result of future sales of such participation certificates in the market by members of the board of directors or executive management of the Company or as a result of a perception that such sales could occur. A shareholder resolution to convert voting shares into participation certificates may also be perceived as a willingness of holders of voting shares to dispose of their shares in the market, and could also negatively affect the market price of the Company's participation certificates. Such a decline in the market price of the participation certificates may make it more difficult for the Company to issue equity securities in the future at a time and price that it deems appropriate.

#### Non-application of the Swiss rules applicable to listed companies

The Company is contemplating a potential future listing of the SCH Tokens on BX Digital AG, a Swiss securities token exchange licensed under the Financial Market Infrastructure Act ("FinMIA"), which operates a Distributed Ledger Technology ("DLT") trading facility with on-chain settlement via the Ethereum blockchain and integration with the Swiss Interbank Clearing ("SIC") system for delivery-versus-payment ("DvP"). As of the date of these Terms, the SCH Tokens

will be traded off-exchange exclusively. As a result, the Swiss regulations that apply to issuers that have equity securities listed on a stock exchange in Switzerland will not apply to the SCH Tokens. In particular, the provisions of the Swiss Financial Market Infrastructure Act ("FMIA") regarding the mandatory disclosure of large interests in listed companies (Article 120 et seq. FMIA) or public takeovers (Article 125 et seq. FMIA) will not apply. This means, among other things, (i) that the beneficial owners of large interests in the Company will not be under any duty to make the nature of their interest in the Company public, (ii) that the provisions of the FMIA designed to guarantee equal treatment and undistorted choice of shareholders in the event of a public takeover offer will not apply if a public takeover offer is made for the shares of the Company and (iii) that the provisions of the FMIA that require any person who acquires more than one third of the voting rights of a company to make a cash offer at a minimum price for all the listed shares of the company will not apply. Also, the provisions of the FMIA prohibiting insider trading and market manipulation will not apply to the trading of the SCH Tokens. Swiss authorities will therefore have less legal means to sanction market abuses relating to the SCH Tokens than they would have had the SCH Tokens been listed on a stock exchange in Switzerland. If the Company's SCH Tokens are subsequently listed on BX Digital or another licensed DLT trading facility, certain Swiss disclosure and regulatory obligations may then apply, including mechanisms for on-chain settlement and DvP designed to reduce settlement risk and enhance transaction finality, but there can be no assurance that such listing will occur or on what timeline.

#### Risk of loss or theft of the digital tokens associated with the participation certificates

Control over the Company's tokenized participation certificates requires a so-called "private key", i.e. a code that is paired with the blockchain address on which the digital tokens associated with the relevant participation certificates have been recorded. Loss or theft of the private key associated with a particular blockchain address makes it impossible for the owner of such private key to identify itself as the legitimate owner of the digital tokens recorded on the relevant blockchain address.

Contrary to what is the case for shares incorporated into physical certificates, Swiss law does not contemplate any legal means to dissociate securities from the digital tokens with which they have been associated. The Company's regulations and the Registration Agreement specify the procedure to be followed if a token holder loses access to its digital tokens, e.g. because the corresponding private key has been lost or stolen. The applicable procedure involves the token holder being in a position to demonstrate in a manner satisfactory to the Company that it is the rightful owner of the lost or stolen digital tokens. Such demonstration may be difficult to bring if the token holder has not previously identified itself to the Company as the owner of the blockchain address with which the lost or stolen private key is associated.

The complete trading history of each digital wallet will be available to the general public and it may be possible for members of the public to determine the identity of the holders of SCH Tokens

The participation certificates are associated with the SCH Tokens, i.e. digital tokens recorded on the public version of the Ethereum blockchain. Any trades of SCH Tokens will be public shortly after such trades are entered into. Although the data made available on the public version of the Ethereum blockchain is anonymous, it includes the blockchain address of each token holder transacting in SCH Tokens, and the entire trading history of each blockchain address (including the number of securities traded by each digital wallet, the price of each trade and the balance of the securities held in each digital wallet). As a result, the trading history of each blockchain address is available to the general public. It may be possible for members of the public to determine the identity of the holders of certain blockchain addresses based on publicly available information.

Purchasers who desire to execute their trades in relative anonymity may find these aspects of the SCH Tokens unattractive, which may further limit the liquidity in the SCH Tokens and may have a material adverse effect on the development of any trading market in the SCH Tokens.

#### Transaction fees are payable in Ethers

The SCH Tokens will only be transferable in the form of digital tokens recorded on the Ethereum blockchain. On the Ethereum blockchain, every operation of the smart contract is subject to a fee (so-called "gas"), which must be paid in a cryptocurrency called "Ethers". Gas fee is not only due in the event of transfer of digital tokens from one blockchain address to another but also for other operations, such as the deployment of the smart contract on the Ethereum blockchain or communications between token holders and the Company (provided that such communications take place through the Ethereum blockchain by means of the smart contract).

On the Ethereum blockchain, operation fees are generally levied on the party that initiates the operation. For transfers of

the Company's tokenized participation certificates, the fees will be levied on the transferor. Because such fees must be paid in Ethers, the ability of any holder of a tokenized participation certificate to transfer such participation certificate will require such holder to own a sufficient quantity of Ethers.

#### Unanticipated risks

Cryptographic tokens such as the SCH Tokens are a new and untested technology. In addition to the risks included in this article 7, there are other risks associated with the purchase, holding and use of the SCH Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this article 7.

If you have any questions regarding these risks, please contact us at [contact@swisschainholding.ch](mailto:contact@swisschainholding.ch). BY PURCHASING THE SCH TOKENS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.

#### Limitation of Liability; Indemnification

7.1. **Limitation of Liability.** To the fullest extent permitted by applicable law, the Purchaser disclaims any right or cause of action against the Company's respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Company Parties") of any kind in any jurisdiction that would give rise to any damages whatsoever, on the part of any Company Party. Each of the Company Parties shall not be liable to the Purchaser for any type of damages, even if and notwithstanding the extent a Company Party has been advised of the possibility of such damages. The Purchaser agrees not to seek any refund, compensation or reimbursement from a Company Party, regardless of the reason, and regardless of whether the reason is identified in these Terms.

7.2. In no circumstances will the aggregate joint liability of the Company Parties, whether in contract, warrant, tort or other theory, for damages to the Purchaser under these Terms exceed the amount received by the Company from the Purchaser.

7.3. The Purchaser understands and agrees that the Company shall not be liable and disclaims all liability to the Purchaser in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

7.4. To the fullest extent permitted by applicable law, the Purchaser releases the Company Parties from responsibility, liability, claims, demands, and/or damages (direct and indirect) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between the Purchaser and the acts or omissions of third parties.

#### 7.5. Indemnification.

To the fullest extent permitted by applicable law, the Purchaser will indemnify, defend and hold harmless and reimburse the Company Parties from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a Company Party arising from or relating to: (i) the Purchaser's purchase of the SCH Tokens; (ii) the Purchaser's responsibilities or obligations under these Terms; (iii) the Purchaser's breach of or violation of these Terms; (iv) any inaccuracy in any representation or warranty of the Purchaser; (v) the Purchaser's violation of any rights of any other person or entity; and/or (vi) any act or omission of the Purchaser that is negligent, unlawful or constitutes wilful misconduct. For avoidance of doubt, nothing contained herein shall limit or restrict the Company Parties' right to maintain or recover any amounts in connection with any action or claim based upon intentional misstatement, fraudulent misrepresentation, gross negligence or deceit.

The Company reserves the right to exercise sole control over the defense, at the Purchaser's expense, of any claim subject to indemnification under this Section 7.5. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between the Purchaser and the Company.

#### Dispute Resolution

8.1. **Informal Dispute Resolution.** The Purchaser and the Company shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the

formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Section 8.2 below.

8.2. **Binding Arbitration.** Any dispute, controversy or claim arising out of, or in relation to, these Terms, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre (the "Rules") in force on the date on which the notice of arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Geneva (Switzerland). The arbitration proceedings shall be conducted in English. The arbitration award shall be final and binding on the Parties ("Binding Arbitration").

8.3. **No Class Arbitrations, Class Actions or Representative Actions.** Any dispute arising out of or related to these Terms is personal to the Purchaser and the Company and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempt to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

## ARTICLE TEN: MISCELLANEOUS

9.1. **Governing Law.** These Terms shall be governed in all respects, including as to validity, interpretation and effect, by the laws of Switzerland.

9.2. **Assignment.** The Purchaser shall not assign these Terms without the prior written consent of the Company. Any assignment or transfer in violation of this Section 9.2 will be void. The Company may assign these Terms to an affiliate. Subject to the foregoing, these Terms, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Any purported assignment in violation of this provision shall be void.

9.3. **Entire Agreement.** These Terms, including the schedules attached hereto and the materials incorporated herein by reference, constitute the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any Company Party about the SCH Tokens or the Project. To the extent any of the schedules hereto or materials incorporated by reference contradict anything contained in these Terms, the provisions of these Terms shall prevail.

9.4. **Severability.** If any provision of these Terms is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

9.5. **Modification of Agreement.** Any provision of these Terms may be amended, waived or modified only upon the mutual written consent of the Company and the Purchaser.

9.6. **No Waivers.** The failure by the Company to exercise or enforce any right or provision of this Agreement will not constitute a present or future waiver of such right or provision nor limit the Company's right to enforce such right or provision at a later time. All waivers by the Company must be unequivocal and in writing to be effective.

9.7. **No Partnership; No Agency; No Third-Party Beneficiaries.** Nothing in these Terms and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in these Terms and no action taken by the Parties pursuant to these Terms shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to these Terms, any authority or power to bind or to contract in the name of the other Party. These Terms do not create any third-party beneficiary rights in any person.

9.8. **Electronic Communications.** The Purchaser agrees and acknowledges that all agreements, notices, disclosures and other communications that the Company provides the Purchaser pursuant to these Terms or in connection with or related to the Purchaser's purchase of the SCH Tokens, including these Terms, may be provided by the Company, in its sole discretion, to the Purchaser, in electronic form.

9.9. **Confidentiality.** These Terms shall remain confidential between the Parties in perpetuity, except to the extent

required to be disclosed pursuant to applicable law.

#### Schedule 1

##### Registration Agreement

#### Schedule 2

##### Participation Certificate Holders Agreement

#### Schedule 3

##### Eligible Purchaser

Initially, all purchasers are "Eligible Purchaser" except the following:

a purchaser whose acquisition of SCH Tokens would cause a breach of the law or requirements of any country or governmental authority, including anti-money laundering regulations or conventions;

a purchaser who is not a professional client as such term is defined under FinSA or who has not subscribed to a minimum of CHF 100,000 of SCH tokens;

a purchaser who has not passed the successfully the KYC/AML verifications;

a purchaser that (i) is subject of economic or financial sanctions or trade embargoes administered or enforced by any country or government, including, but not limited to, those administered by the Swiss Secretariat of Economic Affairs (SECO) or any equivalent foreign (i.e. non-Swiss authority), (ii) is located, organized or resident in Iran, North Korea, Syria, the Crimea Region or any other country or territory that is the subject of country-wide or territory-wide Sanctions, (iii) is listed in any Sanctions-related list of sanctioned persons, (iv) is a citizen or resident of, or located in, a geographic area that is subject to Swiss, EEA Member States or other sovereign country sanctions or embargoes, (vi) listed on the European Commission's consolidated list of Restrictive measures in force, (vii) listed on the French Direction du Trésor summary table of restrictive measures by country, (viii) listed on the United States Department of Treasury's OFAC website, is directly or indirectly owned or controlled by any person or persons described in the foregoing clauses (i) through (viii) and/or (ix) is otherwise a party with which Company is prohibited from dealing with under applicable laws;

a purchaser that is (i) a citizen or resident of a geographic area in which access to the Platform is prohibited by any applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes;

a purchaser who acts, directly or indirectly, for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure unless the Company, after being specifically notified by the purchaser in writing that it is such a person, conducts further due diligence, and determines that the purchase is permitted;

a purchaser or an entity acting as trustee, agent, representative or nominee for a purchase that is a foreign shell bank;

a purchaser, or a purchaser that is an entity acting as trustee, agent, representative or nominee for a person, who is a citizen of or resident or domiciled in the USA, Japan, the Republic of Korea or the People's Republic of China or purchasing Tokens from a location in the USA, the Republic of Korea or the People's Republic of China ;

a purchaser, or a purchaser that is an entity acting as trustee, agent, representative or nominee for, a "U.S. Person" (within the meaning of "Regulation S" of the Securities Act 1933 under U.S. law and/or any other US laws or regulation);

a purchaser who is a private individual acting on a non-professional basis as a simple consumer within the meaning of EU Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights; and

a purchaser is a Restricted Person.