

## **TERMS AND CONDITIONS**

By entering into this Agreement, accessing the platform, website, or utilising any of the services provided herein, including Token purchases, the Investor agrees to be bound by these Terms, as well as all incorporated terms by reference.

When entering into this Agreement, purchasing Tokens or any related products or services, accessing the website, creating or registering an account, using any platform, downloading content, or obtaining information, the Investor acknowledges that such actions are undertaken with full consent and a comprehensive understanding of these Terms. If the Investor does not agree to any provision within these Terms, he/she is advised not to proceed with the signature hereof.

This Agreement constitutes a contractual agreement between you (the "Investor") and the Company. This Agreement applies to the investor's utilisation of the SchindlersX platform and website where specific products or tokens are offered as described in this Agreement.

The Company retains the right to periodically update these Terms at its sole discretion and will publish the revised terms on the website. It is the Investor's responsibility to regularly review the Terms and ensure agreement with them. The Investor is encouraged to visit the website frequently to stay informed about any modifications made. If the Investor no longer agrees with the amended Terms or is restricted or prohibited by applicable laws and regulations from purchasing the Company's Tokens, they must discontinue the use of the website and cease any activity in relation to the Tokens.

Tokens are not intended to constitute securities, units in a collective investment scheme or a business trust. Accordingly, this Agreement nor any information contained on the website is intended or will constitute a prospectus, profile statement, or offer document of any sort, and should not be construed as an offer of securities of any form, units in a business trust, units in a collective investment scheme or any other form of investment, or a solicitation for any form of investment in any jurisdiction. Neither the Company nor any group entity is a

registered broker, analyst, registered financial services provider or investment advisor. All information or documentation provided by the Company, or any group entity is purely for guidance and informational purposes. This Agreement and all information relating to this Agreement should be independently verified and confirmed. Neither the Company nor any group entity accepts any liability for any loss or damage whatsoever caused in reliance upon such information or services.

Only persons of adequate financial means who have no need for present liquidity should consider purchasing the Tokens set forth in this Agreement. The purchase of digital Tokens is subject to a number of risks, some of which the Company has set out in this Agreement. If the Investor is in any doubt as to the suitability or otherwise of purchasing the Tokens referred to in this Agreement, the Investor should seek appropriate professional advice. Note that clause 16 contains a binding arbitration clause which affects the Investor's legal rights. If the Investor does not agree to any clause in this Agreement or these Terms of sale, the Investor is directed and encouraged not to sign this Agreement.

## **PREAMBLE**

1. The Company intends to sell Tokens, (the purpose and intended use of which are more particularly described herein and in the Token Documentation (as defined herein below), which documentation is available at [www.schindlersx.io](http://www.schindlersx.io) or such other website as the Company may notify the Investor from time to time (the "Website"). The Token Documentation shall be deemed to be specifically incorporated herein and the terms therein shall *mutatis mutandis* apply to this Agreement.
2. The Investor is desirous of purchasing Tokens and understands that should he/she do so it will be on the Terms set out herein.

**NOW, THEREFORE**, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS

1.1. Unless the context requires otherwise, in addition to the terms defined in the preamble or body of this Agreement, the following terms shall have the ascribed meanings in this Agreement:

1.1.1. **Partnership** means the Seaton and/or Aviva (as the case may be) En Commandite Partnership to be entered into between the general partner thereof and the limited partners which shall be constituted by the Investment Token Holders;

1.1.2. **Partnership Agreement** means the Seaton and/or Aviva (as the case may be) En Commandite Partnership Agreement to be entered into between the general partner thereof and the limited partners;

1.1.3. **Additional Capital Raise** means the further capital required for the Development and required to be provided by the Company;

1.1.4. **Affiliate** means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person;

1.1.5. **Capital Raise** means the initial capital required for the Development as detailed in the whitepaper;

1.1.6. **Company** means the Brix Group (Pty) Ltd and/or Schindlers Digital Assets (Pty) Ltd with chosen *domicium citandi et executandi* at care of Schindlers Attorneys 4<sup>th</sup> Floor 34 Whiteley, Melrose Arch;

- 1.1.7. **Confidential Information** means all non-public information or material disclosed or provided by one party to the other, either orally or in writing, or obtained by the recipient party from a third party or any other source, concerning any aspect of the business or affairs of the other party or its Affiliates, including without limitation, any information or material pertaining to products, formulae, specifications, designs, processes, plans, policies, procedures, employees, work conditions, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents, sales, marketing, expenses, financial statements and data, customer and supplier lists, raw materials, costs of goods, relationships with third parties and personal information. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the recipient party which contain, reflect or are based, in whole or in part, on the Confidential Information;
- 1.1.8. **Control** means, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "**Controlled**" and "**Controlling**" have meanings correlative thereto;
- 1.1.9. **Development** means the development of the units on the Property as defined in the Partnership Agreement;
- 1.1.10. **Group Entity** means the Company and its Affiliates;
- 1.1.11. **Intellectual Property** means all ideas, concepts, discoveries, processes, code, compositions, formulae, methods, techniques, information, data, patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the

confidentiality of, confidential information (including know-how and trade secrets), art, rights in designs, systems, services, website design, "look and feel", compilation, functionality, audio, video, text, photograph, graphics, all elements of the Website, and all other intellectual property rights, in each case whether patentable, copyrightable or protectable in trademark, registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including without limitation Company or the right to issue native fungible tokens (including without limitation any cryptocurrency, decentralized application tokens, protocol tokens, blockchain-based assets or other cryptofinance coins, tokens or similar digital assets built on blockchain or cryptographic technology or other like instrument, but excluding non-fungible tokens of any type) utilised within the "Company" platform software, including any ancillary works, rights in inventions, copyright and related rights, product information, know-how, processes, products, services, technology, trade secrets, rights in proprietary information, industrial property rights, rights in getup, goodwill and the right to sue for passing off or unfair competition, development work-in-progress, methodology, algorithms, formulas, computer code, code documentation, design information strictly connected with the right to issue fungible tokens, and in each case;

1.1.12. **Investment** means the purchase of the Tokens by the Investors for the purpose of investing in the acquisition of a partnership interest in the Partnership, which partnership is to acquire the interest in the Development;

1.1.13. **Investment Token or Token** means the cryptographically secured token issued on the relevant blockchain network which can be utilised within the SchindlersX Platform only, or its successor from time to time and which relates solely to this Investment;

1.1.14. **Investment Token Holder** means an entity, individual or address or Person that purchases

an Investment Token on the SchindlersX Platform;

- 1.1.15. **Seaton and/or Aviva (as the case may be) Documentation** shall have the meaning ascribed to it in Clause 4.4;
- 1.1.16. **SchindlersX Platform** means the SchindlersX Real World Asset exchange;
- 1.1.17. **Token** means the cryptographically secured stablecoin issued on the relevant blockchain network which can be utilised within the SchindlersX Platform only, or its successor from time to time;
- 1.1.18. **Token Holder** means an entity, individual or address or Person that purchases a Token on the SchindlersX Platform;
- 1.1.19. **Non-Cooperative Jurisdiction** means any country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. See <http://www.fatf-gafi.org> for FATF's list of non-cooperative countries and territories.
- 1.1.20. **OFAC** means the United States Office of Foreign Assets Control. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>;
- 1.1.21. **Offer Date** means the date that the Token becomes available to invest in the Investment on the SchindlersX Platform;

- 1.1.22. **Participation Ratio** shall have the meaning ascribed to it in the Partnership Agreement;
- 1.1.23. **Person** shall mean and include an individual, a partnership, a legal entity, a corporation (including a business trust), a joint stock company, a company, an unincorporated association, a joint venture or other entity or a governmental authority:
- 1.1.24. **Prohibited Person** means a person that is not: (i) a citizen or resident of a geographic area in which holding cryptographic tokens, trading tokens, or participating in token sales, whether as a purchaser or a Company, is prohibited, restricted or unauthorised by 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 applicable sanctions or embargoes; (iii) an individual, or an individual employed by or associated with an entity, that is identified on any sanctions or prohibition list maintained by any country or government or international authority, including without limitation lists maintained by the Cyprus Securities and Exchange Commission, the British Virgin Islands Financial Services Commission, OFAC, the EU, the US Department of State, the United Nations Security Council, Her Majesty's Treasury, the Hong Kong Monetary Authority or the Monetary Authority of Singapore, the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the U.S. Department of State's Debarred Parties List or the sanctions lists adopted by the United Nations and the European Union, as such lists may be amended from time to time; or (iv) a person 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;
- 1.1.25. **Purchase Price** shall be the purchase price of the Token as detailed in the whitepaper;
- 1.1.26. **Purpose** shall have the meaning ascribed to it in Clause 9.3;

- 1.1.27. **Restricted Territory** shall have the meaning ascribed to it in Clause 11.1.10;
- 1.1.28. **Nominated Wallet** means the digital wallet address nominated by the Investor during the Investor registration on the SchindlersX Platform;
- 1.1.29. **Token Holders** means either the Token Holders and/or the Investment Token Holders (as the case may be);
- 1.1.30. **Token Documentation** means these Terms, the whitepaper, presentation deck or other documentation relating thereto, the Partnership and any other agreements which govern the Investment contemplated herein or any other agreement which the Company may direct from time to time are to be regarded as Token Documentation;
- 1.1.31. **USD** means the lawful currency for the time being of The United States of America; and
- 1.1.32. **ZAR** means the lawful currency for the time being of the Republic of South Africa;
- 1.2. In addition, in this Agreement:
- 1.2.1. a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former state, statutory provision or subordinate legislation which it amends or re-enacts;
- 1.2.2. unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.3. unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular;

- 1.2.4. clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement;
- 1.2.5. references to clauses and Schedules are to the clauses of and Schedules to this Agreement and references to paragraphs are to paragraphs of the relevant Schedule;
- 1.2.6. the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules;
- 1.2.7. a reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated in accordance with its terms from time to time;
- 1.2.8. thousands are separated by commas (,), while decimals are denoted by a dot (.); and
- 1.2.9. unless the context otherwise requires, "or" has the inclusive meaning of "and/or". (Including any sub-domains) as may be notified by the Company to the Investor from time to time.

**NOW, THEREFORE**, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 2. **TERMS OF TOKEN SALE**

- 2.1. This Agreement constitutes a binding legal agreement between the Investor and the Company. This Agreement contains the terms that govern the Investor's purchase of the Tokens as well as

certain terms of any smart contracts (if any) related to the distribution of the Investment Tokens.

- 2.2. The Investor's purchase of the Tokens from the Company is subject to these Terms of sale.
- 2.3. The Purchase Price for the Token may be payable in USDC or Fiat currency, at the spot rate of exchange at the time of payment, as it may be determined by the Company and notified to the Investor).
- 2.4. The Parties agree that the Investor shall pay the agreed Purchase Price to the Company's designated wallet address for the relevant Token. The Purchase Price must be received in the designated wallet for it to constitute a purchase of a Token by the relevant Investor hereunder.
- 2.5. Save as otherwise separately notified to the Investor, the designated wallet address for payment of the Purchase Price shall be set out below. It is expressly agreed that the Company may direct the Investor to make payment of the Purchase Price to a wallet address belonging to any Group Entity. The Investor is aware that cyberthieves and other malefactors may mimic companies such as the Company and provide the Investor with wire transfer or wallet information that is falsified and is designed to pay said malefactors instead of the Company. Accordingly, prior to making any payment of the Purchase Price to the Company, the Investor shall be required to confirm by e-mail the amount of the Purchase Price and the location to which the Purchase Price shall be sent. The Company shall have no liability if the Investor sends the Purchase Price or any portion thereof to the wrong wallet address.
- 2.6. The Company expressly reserves the right to exchange, fork, hard spoon, otherwise migrate all the Tokens generated (the "Initial Tokens") to another smart contract, whether on the same or a different blockchain network protocol, or otherwise replace the Initial Tokens with another digital token (the "Alternate Tokens") should a competent governing body or Company determine, that doing so is necessary or useful for the operation of Company or any of its associated businesses,

legal compliance reasons or for the purposes of achieving technical and operational efficiencies. Should the Company decide to exchange or migrate the Initial Tokens and/or the existing chain state, the Company may no longer provide support for the Initial Tokens relating to Company, the services or any other operational matters, except with respect to the exchange, migration or replacement process. If the Token is exchanged or migrated to another blockchain network protocol, the practical utility of the Initial Tokens will likely diminish rapidly once Alternate Tokens are created. The Investor acknowledges and agrees that for it to participate in Company or obtain future utility from the Token following the creation of Alternate Tokens, certain actions and efforts may be required from it in order for it to receive Alternate Tokens. Where the Investor has fully complied with all actions and efforts reasonably required by the Company and/or Company to be eligible to receive Alternate Tokens, the Investor shall be entitled to receive such number of Alternate Tokens equal to the number of Initial Tokens held at such time, on substantially the same terms and conditions as those contained herein. Notwithstanding the foregoing, the Alternative Tokens shall entitle the Investor to the same rights it shall just have been migrated or exchanged to another form or blockchain network.]

### 3. **NATURE OF THE TOKEN**

- 3.1. The Investment Token entitles the Investor to an economic interest in the Partnership in accordance with the Investor's Participation Ratio as set out in the Partnership.
- 3.2. The Investor warrants that it understands and accepts that the Tokens or any one of them:
  - 3.2.1. is not a loan to any Group Entity;
  - 3.2.2. is not backed up or guaranteed in any way by Company or any Group Entity;
  - 3.2.3. does not provide the Investor with any ownership or other interest in the Investment, other than as expressly provided for in the Partnership Agreement;

- 3.2.4. is not intended to be a currency or money (whether fiat or virtual or any form of electronic money), security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment or a representation thereof;
- 3.2.5. is not intended to represent any rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;
- 3.2.6. is not a commodity or asset that any Person is obliged to redeem or purchase;
- 3.2.7. is not any note, debenture, deposit warrant or other certificate that entitles the holder to interest, dividend or any kind of return from any Person;
- 3.2.8. is not intended to be a security, commodity, financial derivative, commercial paper or negotiable instrument, or any other kind of financial instrument between the relevant holder and any other Person, nor is there any guarantee of a profit; and
- 3.2.9. is not an offer or solicitation in relation to gaming, gambling, betting, lotteries and/or similar services and products.

Protections offered by applicable laws in relation to the purchase and offering of the aforementioned financial instruments and/or investments do not apply to the sale and purchase of Tokens and neither this Agreement nor the Token Documentation constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction.

- 3.3. The Tokens are not a consumer product and to the maximum extent permitted by law, its holders accept explicitly and agree that they are not covered by the consumer protection regulation of any

jurisdiction.

- 3.4. The Tokens are not a deposit and shall in no way be construed as a deposit. Company does not conduct any business of a bank and is not engaged in any banking activities. The Company's operations do not encompass the functions or services typically associated with traditional banking institutions. It does not undertake activities such as accepting deposits, providing loans, offering financial intermediation, or engaging in regulatory activities that are characteristic of banks. Nothing in this Agreement shall imply or be construed as Company conducting a business of a bank or engaging in any banking activities.

#### 4. **SCOPE OF TERMS**

- 4.1. Unless otherwise stated herein, this Agreement (which for the avoidance of doubt includes the Schedules hereto) governs only the Investor's purchase of Tokens and the continued holding thereof.
- 4.2. The Investor acknowledges that the Token Documentation may be updated by the Company from time to time (including without limitation of changes to the token metrics or issuance/supply plans) depending on business requirements, and once published on the Website, the Investor shall be deemed to have read and accepted the contents of the updated Token Documentation.
- 4.3. Any potential future use of the SchindlersX Platform in connection with providing or receiving services in relation to the Tokens (when the same is successfully completed and deployed) will be governed solely by other documentation (collectively, the Seaton and/or Aviva (as the case may be) Documentation, which will be made available upon request, and/or on the Website, if the Capital Raise is successfully completed and the Investment Token deployed). The Company may add new terms or policies to the Seaton and/or Aviva (as the case may be) Documentation at its sole and absolute discretion and may update each of the Seaton and/or Aviva (as the case may be)

Documentation from time to time according to modification procedures set forth therein. In the event of any conflict between this Agreement and the Seaton and/or Aviva (as the case may be) Documentation, this Agreement shall take precedence. It shall be the Investor's responsibility to regularly check the Website for any such notices or updates to the Seaton and/or Aviva (as the case may be) Documentation.

- 4.4. The Investor understands and agrees that the Company is under no obligation to amend and restate this Agreement in connection with any subsequent agreements granted by the Company on different/alternative terms or to notify the Investor of any different/alternative terms, including any that may be more favorable for certain investors in the Investment.

## 5. **CANCELLATION; REFUSAL OF PURCHASE REQUESTS**

- 5.1. By signing this Agreement, and/or purchasing the Tokens and/or utilising the SchindlersX Platform, the Investor acknowledges that it has, through its business contacts, actively sought out and made enquiries regarding the sale and purchase of the Token. The Investor acknowledges that he has made prior substantive contact with the Company, and the Investor acknowledges that the Company had not attempted to sell the Token, make any offers to sell the Token, or promote/publicise the sale of the Token via any general advertising or general solicitation in any jurisdiction.
- 5.2. The Investor's purchase of the Token (if accepted by the Company) from the Company is final, and the Investor has no right to refunds or cancellations, except as may be required by applicable laws or regulations or as provided herein; and the Investor waives any rights to be refunded any amounts which it has paid to the Company in exchange for the Token or to cancel any purchase.
- 5.3. Notwithstanding the foregoing, the Company reserves the right to refuse or cancel, in whole or in part, any request(s) to purchase or purchases of the Token (as the case may be), or to delay the

delivery schedule for the Token set forth therein, at any time in the Company's sole and absolute discretion (without giving reasons), including without limitation in connection with:

- 5.3.1. any failure to complete know-your-customer, anti-money laundering and counter terrorist financing checks prescribed by the Company from time to time;
- 5.3.2. the Investor's breach of any other agreement/contract between the Parties;
- 5.3.3. a change of business or development plan of the Company, whether or not the same arises from ordinary business failure; or
- 5.3.4. an adverse change of the regulatory or business environment.

For the avoidance of doubt, the Company shall not be required to notify the Investor of the outcome of any of the Company's customer identification, due diligence or anti-money laundering due diligence checks, or in any case provide reasons for unsatisfactory results of checks. In the event that the Company refuses or cancels any request(s) to purchase the Token (whether in whole or in part), the Purchase Price paid by the Investor shall be rejected or refunded (as applicable) in accordance with the Company's internal policies and procedures, which shall be less (i) amounts required to be confiscated by applicable laws, (ii) fees and expenses incurred in connection with the marketing and/or development of the Tokens, (iii) blockchain network fees and the Company's administrative fees for processing such transfer, and (iv) this shall be in the same proportion of purchased the Token already delivered to the Investor. No interest will accrue on the value of any refund.

- 5.4. The Company reserves the right to require the Investor to provide the Company with the Investor's personal details (including without limitation full legal name, wallet address and details of the digital wallet from which the Investor has sent the payment or to which the Token will be delivered), and

it is the Investor's responsibility to provide correct details. Failure to provide this information will prevent the Company from allocating the Token to the Investor's Nominated Wallet.

5.5. At any time during the sale of the Token, the Company may either temporarily suspend or permanently abort the Token sale at its sole discretion without providing any reasons whatsoever. During any period of suspension or in the event that the Token sale is aborted in respect of any sale phase, the Token will not be available for purchase.

## 6. **REGULATORY ASPECTS, ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

The Company is not licensed under the Collective Investment Schemes Control Act 45 of 2002 ("CISCA") nor recognised financial services providers as defined in the Financial Advisory and Intermediary Services Act 37 of 2002 ("FAIS"). These Terms and Conditions do not constitute a solicitation from any South Africa person in respect of which such solicitation would be prohibited nor does it constitute or relate to the provision of a financial service to a South African person.

The Investor acknowledges and agrees that there are risks associated with purchasing the Token, holding the Token, and using the Token on the SchindlersX Platform, as disclosed and explained in Schedule 1.

By the act of signing this Agreement, the Investor explicitly acknowledges, agrees to, accepts and assumes these potential risks and hereby indemnifies and holds the Company harmless for any and all liability, any direct, indirect, or consequential loss or damage that may arise from the potential risks associated with the Tokens as set out hereunder or otherwise, whether or not caused by any negligence on the part of the Company or its affiliates or agents.

## 7. **SECURITY**

The Investor bears the responsibility for implementing all reasonable and suitable measures to ensure the security of the wallet, vault, or any other storage method utilized for receiving and holding the Token purchased from the Company. This includes any necessary private key(s) or credentials required to access such storage method(s). In the event that these private key(s) or access credentials are misplaced, there is a risk of losing access to the Token.

The Company holds no accountability for security measures pertaining to the Investor's receipt, possession, storage, transfer or potential future utilisation of the Token. Additionally, the Company is not obliged to recover any lost Tokens. The Company hereby disclaims (to the maximum extent permissible under applicable laws) any and all liability for security breaches or other actions or oversights that result in the Investor's loss of the Token, including loss of access to it.

## 8. **PERSONAL INFORMATION AND DATA PROTECTION**

8.1. The Company may determine, in its sole and absolute discretion, that it is necessary to obtain certain information about the Investor in order to comply with applicable laws or regulations in connection with selling the Token to the Investor. The Investor agrees to provide the Company with such information promptly upon request, and the Investor acknowledges and accepts that the Company may refuse to sell the Token to the Investor until it provides such requested information, and the Company has subjectively determined that it is permissible to sell the Token to the Investor under applicable laws or regulations.

8.2. The Investor hereby consents to the Company transferring the Investor's personal data to another Group Entity or third-party service provider for processing and to recipients in countries which may not provide the same level of data protection as the Investor's jurisdiction if necessary for the

purposes described in Clause 8.1 above.

- 8.3. The Company (and its Group Entities if appropriate) will collect, use, process and disclose the Investor's information and personal data for providing services and discharging of its legal duties and responsibilities, administration, customer services, crime (including tax evasion) prevention and detection, anti-money laundering, due diligence and verification of identity purposes (collectively, the Purpose). The Company may disclose the Investor's information to any Group Entity, their service providers, agents, relevant custodians or similar third parties for these Purposes. The Company may keep the Investor's information for such period as may be determined by the Company (which shall be no shorter than any mandatory period prescribed by law).
- 8.4. If the Investor withdraws its consent to any or all use of its personal data, depending on the nature of the request, this may limit the scope of the Company's services which the Company is able to provide to the Investor. The Investor may withdraw its consent to any or all use of its personal data by contacting the Company at [insert] (marking the email for the attention of Data Protection Officer). The Company will endeavour to respond to the query / request within 30 calendar days, and if that is not possible, it will inform the Investor of the time by which the Company will respond, but in any event the Company shall respond within such time period as is required by applicable law.
- 8.5. The Investor hereby consents to the Company disclosing any of the former's information held by the Company to any governmental or regulatory authority where, in the Company's opinion, its interests or the interests of a Group Entity require disclosure (including without limitation the submission of a report of suspicious transactions/activities to the relevant authorities). Save in the case where it is prohibited from doing so by law, if the Company intends to make such a disclosure, it will give the Investor at least 5 business days' advance notice in writing (or such other shorter period prescribed by the relevant authority requiring the Company to disclose information) during which time the Investor may object. The Company may consider the Investor's objection but shall not be bound by it. The Investor hereby agrees to hold the Company and its Group Entities harmless

in respect of any disclosure of information by the Company in accordance with this Agreement. For the avoidance of any doubt, the Company shall not be liable to the Investor or any other Person for any loss, damage or expense incurred directly or indirectly as a result of such disclosure unless such loss, damage or expense was caused by the Company's fraud or gross negligence.

9. **SECONDARY MARKET SALE OF INVESTMENT TOKENS**

11.1 The Investor shall be entitled to dispose of the Investment Tokens to third parties (New Investors). The Investment Tokens can be traded on any exchange provided that the Investment Token is sold subject to the Terms contained herein and that such New Investor shall automatically become a partner in the Partnership. The terms set out in this clause is embedded in the Investment Token smart contract and shall automatically bind the New Investor.

11.2 The Company provides no warranties in relation to the Investor's ability to readily trade or liquidate the Investment Token on the secondary market.

11.3 The New Investor shall be obligated to appoint a new Nominated Wallet, failing which upon a redemption of the Investment Token the Redemption Proceeds shall be paid to the Nominated Wallet of the Investor who initially bought the Investment Token.

11.4 In order to change the Nominated Wallet, the New Investor is required to demonstrate to the Company that it is the owner of the Investment Token.

10. **TAXES**

The Purchase Price that the Investor pays for the Token is exclusive of all applicable taxes (including without limitation obligations to pay value added, sales, use, offerings, withholding taxes, income or similar taxes). The Investor is solely responsible for determining what, if any, taxes apply to the Investor

in connection with its purchase and/or sale of the Token. It is also the Investor's sole responsibility to withhold, collect, report, pay, settle and/or remit the correct taxes to the appropriate tax authorities in such jurisdiction in which the Investor may be liable to tax. The Company is not responsible for withholding, collecting, reporting, paying, settling and/or remitting any sales, offerings, use, value added, or similar tax arising from the Investor's purchase of the Token. The Company cannot and does not provide tax advice and recommends that the Investor seek appropriate professional advice in this area if required.

## 11. REPRESENTATIONS AND WARRANTIES

11.1. By purchasing the Token, the Investor represents and warrants to the Company as follows:

13.1.1 The Investor has read and understood all the terms and conditions of this Agreement (including all Schedules), the Seaton and/or Aviva (as the case may be) Documentation and the Token Documentation.

13.1.2 The Investor has carefully read the current Token Documentation prepared in relation to the Token. The Investor acknowledges and consents that the Token Documentation may change during the time leading up to the date of delivery to the Investor hereunder of all the Token purchased, and the Investor accepts the obligation to promptly read new versions of the Token Documentation, which will be made available via the Website. The Investor understands and agrees that any changes to the Token Documentation or the Website, including material changes that may affect the use of the Token, is not a breach of this Agreement and shall not result in any liability to the Company hereunder.

13.1.3 If the Investor is an individual, based on applicable laws in the Investor's jurisdiction, the Investor is of sufficient legal age and capacity to purchase the Token, accept this

Agreement and enter into a binding agreement with the Company.

- 13.1.4 If the Investor is a legal Person, the Investor is duly organised, validly existing and in good standing under the laws of the Investor's domicile and each jurisdiction where the Investor conducts significant business or where its material assets are located.
- 13.1.5 The Investor understands that the Tokens only confer the rights set out in this Agreement and confers no other rights of any form with respect to Company or the Company or any Group Entity, including, but not limited to, any voting, the right to participate in any manner in the investment, any shareholder meetings or the right to nominate a director or other financial or legal rights.
- 13.1.6 The Investor's purchase of the Token complies with all applicable laws and regulations in the Investor's jurisdiction, and the law and regulation of any jurisdiction to which the Investor may be subject, including, but not limited to: (i) legal capacity and any other threshold requirements for purchasing the Token, the entering into contracts with the Company; (ii) any foreign exchange or regulatory restrictions applicable to such purchase; and (iii) any governmental or other consents that may need to be obtained.
- 13.1.7 The Investor's purchase of the Token shall be made in full compliance with any applicable tax obligations to which the Investor may be subject in any relevant jurisdiction. The Investor understands that it bears the sole responsibility to determine if its usage of the SchindlersX Platform, the delivery of any digital assets to the Investor, the ownership or use of the Token, the potential appreciation or depreciation in the value of the Token over time, the sale and purchase of the Token and/or any other action or transaction related to the Company or Company have tax implications (including determining what taxes may apply to the acquisition,

possession, storage, sale or other use of the Token including, for example, sales, use, value-added and similar taxes and for complying with any obligations to withhold, collect, report and remit the correct taxes to the appropriate tax authorities in relation to its acquisition, possession, storage, sale or other use of the Token); by holding or using the Token, and to the extent permitted by law, the Investor agrees not to hold the Company or any Group Entity liable for its tax liability associated with or arising from the ownership or use of the Token or the Investor's other actions or transactions related to the usage of the SchindlersX Platform.

13.1.8 The Investor is a highly sophisticated and experienced party that acknowledges and understands that (i) the Group Entities may possess material information regarding Company and the Token that is not publicly available and has not been made available to the Investor, which information may impact the value of the Token or the use on the SchindlersX Platform and that the Company is not disclosing such information to the Investor, (ii) due to legal uncertainty, the Token may be deemed to be securities or financial instruments under applicable laws. Notwithstanding any disparity in information or legal uncertainty, the Investor has agreed to enter into this Agreement and consummate the transactions hereunder and hereby agrees not to bring any claim against the Company or any Group Entity in respect thereof and, as a sophisticated party with extensive experience in token purchase transactions, hereby waives any claims or causes of action in respect thereof.

13.1.9 The Investor acknowledges that it has been advised by the Company to obtain independent legal, financial and tax advice with respect to entering into this Agreement, that it has obtained such independent legal advice or has dispensed with the need to take such advice, and that it is entering into this Agreement with full knowledge of the contents hereof of its own free will and with full capacity and authority to do so.

- 13.1.10 The Investor is not a citizen, resident (tax or otherwise), domiciliary and/or other similar certificate of residency of a country (i) where holding cryptographic tokens, trading tokens, or participating in token sales, whether as a purchaser or a Company, is prohibited, restricted or unauthorised by applicable law, decree, regulation, treaty, or administrative act, or (ii) where it is likely that the sale of the Token would be construed as the sale of a security (howsoever named), financial service or investment product (including without limitation the United States of America, Canada and the People's Republic of China (each a Restricted Territory)), nor is the Investor purchasing the Token from any Restricted Territory, nor is the Investor an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of a Restricted Territory, nor is the Investor purchasing the Token on behalf of any person or entity from a Restricted Territory.
- 13.1.11 The Investor is not a citizen or resident of a geographic area in which access to or participation on the SchindlersX Platform is prohibited by applicable laws, decrees, regulations, treaties, or administrative acts.
- 13.1.12 The contributions made to purchase the Token are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing and all applicable statutes of all jurisdictions in which the Company or the Investor are located, resident, organised or operating, and/or to which it may otherwise be subject and the rules and regulations thereunder (collectively, the **Compliance Regulations**), and the Investor will not use the Token to finance, engage in, or otherwise support any unlawful activities or in a manner which aids or facilitates another party in the same. To the extent required by applicable laws and regulations, the Investor shall fully comply with all Compliance Regulations and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving

it or any of its Affiliates with respect to the Compliance Regulations is pending or, to the best of its knowledge (after due and careful enquiry), threatened.

13.1.13 All contributions made to purchase the Token/s will be made only in the Investor's name, from a digital wallet beneficially owned by the Investor that is neither connected to nor located in a Non-Cooperative Jurisdiction.

13.1.14 Neither the Investor, nor any person who Controls the Investor, or, to the knowledge of the Investor, any person for whom the Investor is acting as an agent or nominee or any beneficial owner of the Investor, as applicable:

13.1.14.1 appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC or List of Sanctions maintained by the EU from time to time or any other list of sanctioned persons including the Table of Denial Orders, the Entity List, Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by OFAC; or

13.1.14.2 resides in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction; or (iv) is a Prohibited Person. If the Investor's country of residence or other circumstances change such that the above representations are no longer accurate, the Investor will immediately notify the Company.

13.1.15 The Investor understands that it must bear the economic risk of its purchase of the Token. The Investor understands that to the extent the Token is deemed to be a security under the laws of any jurisdiction in which the Token is to be traded or the subject of transfers, such trades or transfers of the Token may be restricted by such laws, and that no market exists or is expected to develop for the Token.

- 13.1.16 The Investor shall not sell or transfer or agree to sell to transfer any undelivered Tokens or rights to receive undelivered Tokens.
- 13.1.17 The Investor agrees that if its country of residence or other circumstances change such that the above representations are no longer accurate, that the Investor will immediately cease using the SchindlersX Platform.
- 13.1.18 The Investor acknowledges and undertakes that it shall provide the Company with such information as the Company may deem necessary or appropriate in order to maintain compliance with all applicable laws including:
- 13.1.18.1 compliance with the representations set out in this Clause 11; and
  - 13.1.18.2 to address any inquiries that the Company may expect from regulatory authorities, courts or arbitral authorities in any jurisdiction.
- 13.1.19 Each of the Investor and the Company hereby represents, warrants and covenants to the other one of them as follows:
- 13.1.19.1 it has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its obligations under this Agreement; and
  - 13.1.19.2 this Agreement will constitute its legal, valid and binding obligations under the governing law of this Agreement, enforceable against it in accordance with its terms, save that such enforceability may be limited by applicable liquidation, insolvency, reorganisation,

moratorium and similar laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).

13.1.20 The Investor hereby acknowledges that the Company has entered into this Agreement in reliance upon the Investor's representations and warranties being true, accurate, complete and non- misleading. Save as provided in clauses 13.1.19.1 and 13.1.19.2 the Company makes no warranties or representations, express or implied, and provides no guarantees (in each case whether express or implied) other than as expressly set out in these terms and conditions. The Investor, in making the decision to purchase the Token, has relied upon its independent investigation of the Company, the Investment and Company, and has not relied upon any oral or written information, warranties, representations or assurances from any person (including without limitation any affiliate of the Company) other than as expressly set forth in this Agreement.

13.1.21 The Investor hereby acknowledges and agrees that the Company may have to procure an amendment to the functionality of the Token at any time in order to facilitate compliance with any legal or regulatory issues which may arise or shall be anticipated, including the following:

13.1.21.1 any potential action that the Company (in its sole discretion) expects to be taken, by a court or regulatory authority in any jurisdiction in relation to the use of the Token and all related matters; and

13.1.21.2 any additional legal or regulatory risk mitigation in respect of the

functionality of the Token that the Company decides to undertake at any time.

## **14 DISCLAIMERS**

- 14.1 To the fullest extent permitted by applicable laws and except as otherwise specified in writing by the Company, (a) the Token is sold on an "as is" and "as available" basis, without any warranties or representations of any kind, and the Company expressly disclaims all implied warranties as to the Token, including, without limitation, implied warranties of merchantability, usage, suitability or fitness for a particular purpose, title, and non-infringement, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent; (b) the Company cannot and does not represent or warrant that the Token is reliable, current, error-free, complete, safe, hack proof, meets the Investor's expectations or requirements, or that defects in the Token will be corrected; and (c) the Company cannot and does not represent or warrant that the Token or the delivery mechanism for the Token is free of security vulnerabilities, viruses, errors, failures, bugs or economic loopholes which may be exploited by third parties, or other harmful components.
- 14.2 The Company provides no warranties of whatsoever nature in relation to the Investment. The information provided in the Token Documentation is not intended to be, and should not be construed as, investment advice, financial advice, legal advice, or any other form of advice. The Company is not a licensed financial advisor or investment professional, and the information provided should not be relied upon for making investment decisions. All decisions related to investment should be made after considering personal circumstances, conducting appropriate due diligence, and seeking advice from qualified financial advisors.
- 14.3 The Company provides no warranties that the Platform shall be free of technical vulnerabilities, cyberattacks, network congestion, or hacking.

14.4 The Company makes no representations or warranties of any kind, whether express or implied, with respect to the accuracy, completeness, or suitability of the information provided in the Token Documentation. The Company disclaims any liability for any errors, omissions, or inaccuracies in the information contained in the Token Documentation to the fullest extent permitted by law.

## **15 LIMITATION OF LIABILITY**

15.1 To the fullest extent permitted by applicable laws: (i) in no event will the Company be liable for any indirect, special, incidental, consequential, or exemplary loss of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale or use of the Token or otherwise related to this Agreement, regardless of the cause of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed), or any other legal or equitable basis (even if the Company has been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and (ii) in no event will the aggregate liability of the Company for direct loss, whether in contract, tort (including negligence, whether active, passive or imputed), or other legal or equitable basis, arising out of or relating to this Agreement or the use of or inability to use the Token, exceed the lesser of ZAR25,000 or the Purchase Price. The Investor acknowledges and agrees that this clause 15 reflects a reasonable allocation of risk and that the Company would not have entered into this Agreement without these liability limitations.

15.2 The limitations set forth in this clause 15 will not limit or exclude liability for the fraud or intentional, willful misconduct of the Company.

15.3 To the fullest extent permitted by applicable laws, the Company shall not be liable in any way or in any event in respect of any claim under this Agreement if such claim was not made in the

period commencing from the date on which the claim arose and a date falling six (6) months after such date (such period being the **Claim Period**). Any claim which has been made before the expiry of the Claim Period shall, if it has not been previously satisfied in full, settled or withdrawn, be deemed to have been withdrawn and shall become fully barred and unenforceable on the expiry of the period of six (6) months commencing from the date on which such claim was made, unless proceedings in respect thereof shall have been commenced against the Company (and for this purpose proceedings shall not be deemed to have been commenced unless they shall have been issued and served upon the Company).

- 15.4 For the avoidance of doubt, nothing in this Agreement shall limit the Investor's obligation (at law or otherwise) to mitigate its loss in respect of any claim under this Agreement, and the Investor shall not be entitled to recover damages in respect of any claim (as the case may be) if, and to the extent that, the Investor has already recovered damages in respect of the same fact or subject matter.

## **16 DISPUTE RESOLUTION; ARBITRATION**

- 16.1 If a dispute arises in respect of this Agreement (including a dispute about the validity or enforceability of the Agreement) then that dispute shall, on written demand by any Party, be submitted to arbitration in Johannesburg (which shall be the seat of the arbitration).
- 16.2 The Parties shall be responsible for the administration of the arbitration and the arbitration shall be conducted in accordance with the AFSA Rules for Commercial Arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the Parties to the dispute or failing agreement within seven business days of the demand for arbitration, then any Party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than ten years standing as such or a retired Judge of the South African bench. The person

so nominated shall be the duly appointed arbitrator in respect of the dispute. If the attorneys of the Parties to the dispute fail to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the Parties to the dispute.

- 16.3 No Party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA Rules for Commercial Arbitration.
- 16.4 Nothing herein contained shall be deemed to prevent or prohibit a Party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.
- 16.5 Any arbitration in terms of this clause 16 shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 16.6 This clause 16 **Error! Reference source not found.** will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 16.7 The Parties agree that a written demand in terms of this clause to submit a dispute to arbitration shall be a legal process for the purpose of interrupting prescription in terms of the Prescription Act 68 of 1969.

## **17 GOVERNING LAW AND JURISDICTION**

This Agreement will in all respects be governed by and construed under and in accordance with the laws of South Africa.

## 18 NOTICES AND COMMUNICATIONS.

### 18.1 Interpretation

#### 18.1.1 In this Agreement:

18.1.1.1 business day means any day on which commercial banks are open for general business in the country in or to which the notice is delivered or sent; and

18.1.1.2 any reference to a time is to the local time in the place at or to which the notice is delivered or sent.

### 18.2 Notices

18.2.1 The Parties select, the purposes of giving or sending any notice, the physical addresses as well as the email addresses set out in the definitions section of this Agreement;

18.2.2 provided that a Party may change its address for the purposes of notices to any other physical address or email address by written notice to the other Parties. Such change of address will be effective five business days after receipt of the notice of the change.

### 18.3 Form of Notice

Any notice or other communication to be given or made to a party under or in connection with this Agreement shall be in English and in writing.

18.4 Method of giving Notice

Any notice shall be sent to the relevant Party at the physical or email address and for the attention of the person specified in clause 18.2. Service or delivery of a notice must be effected:

18.4.1 personally, by hand delivery or by courier (using an internationally recognised courier company); or by email.

18.5 Deemed service or delivery

Any notice which has been served or delivered in accordance with clause 18.2 shall be deemed to have been served or delivered:

18.5.1 if served or delivered personally, by hand or by courier, at the time of service or delivery at the relevant address; or if sent by email, at the time the email is sent, provided that if any notice would be deemed to have been served or delivered after 5:00pm (SAST) on a business day and before 9:00am (SAST) on the next business day, such notice shall be deemed to have been served or delivered at 9:00am (SAST) on the second of such business days.

18.6 Proof of service or delivery

In proving service or delivery of a notice, it shall be sufficient to prove:

18.6.1 that the envelope containing the notice was properly addressed and that service or delivery personally, by hand or by courier, was made to such address; or

18.6.2 in the case of email, that the email was properly addressed and sent to the email address of the recipient for the purposes of clause 18.2.

18.7 Notices actually received

Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 18.2.2.

**19 INTELLECTUAL PROPERTY**

The Company (or the relevant Group Entity, as the case may be) retains all rights, title and interest in all of the Company's (or the relevant Group Entity's, as the case may be) Intellectual Property in connection with the Token and any element of Company. The Investor may not use any of the Company's (or any Group Entity's) Intellectual Property for any reason.

**20 PUBLICITY**

Notwithstanding any of the terms herein, the Investor hereby grants a perpetual, irrevocable, non-assignable, non-exclusive, worldwide and royalty-free license to each Group Entity to publicise or otherwise disclose the Investor's name, profile, logo or credentials in all marketing and communication materials or social media relating to the sale of the Token.

**21 SEVERABILITY**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable laws, but if any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable; if such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this clause 21 shall not affect or impair the validity and enforceability of the rest of this Agreement, nor the validity and enforceability

of such provision or part-provision under the law of any other jurisdiction.

## **22 CONFIDENTIALITY**

22.1 The Investor shall hold, and shall cause its Affiliates, officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process, other requirements of law or other governmental body or stock exchange, all Confidential Information, documents, information and correspondence concerning the Token or any Group Entity furnished to the Investor or its Affiliates in connection with the transactions contemplated by this Agreement.

22.2 The Investor may disclose Confidential Information to its officers, directors, employees, accountants, or professional advisors in connection with the transactions contemplated by this Agreement so long as such Persons are informed by the Investor of the confidential nature of such information and are directed by the Investor to treat such information confidentially. The Investor shall be responsible for any failure to treat such information confidentially by such Persons.

22.3 The confidentiality obligations in this Clause 22 do not apply to information that:

22.3.1 is publicly available or becomes publicly available through no action or fault of the recipient party;

22.3.2 was already in the recipient party's possession or known to the recipient party prior to being disclosed or provided to the recipient party by or on behalf of the other party, provided, that, the source of such information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect thereto;

- 22.3.3 was or is obtained by the recipient party from a third party, provided, that, such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect to such information or material; or
- 22.3.4 is independently developed by the recipient party without reference to Confidential Information.
- 22.4 If this Agreement is terminated, the Investor shall, and shall cause its Affiliates, officers, directors, employees, accountants, counsel, consultants, advisors and agents to, destroy or deliver at their own cost to the Company, upon request, all documents and other materials, and all copies thereof, obtained by the Investor or its Affiliates in connection with this Agreement that are subject to such confidence; provided, however, that no such destruction shall be required to the extent that such documents and other materials are retained pursuant to regulatory obligations or routine computer system backup procedures.
- 22.5 The obligations of each party under this Clause 22 will survive the termination of this Agreement, and the termination and dissolution or liquidation of the Company and/or it ceasing to be a party to this Agreement.

## **23 ASSIGNMENT AND NOVATION**

- 23.1 Notwithstanding anything contained herein, this Agreement and the rights and/or obligations contained herein may be assigned and/or novated without the Investor's consent by the Company to any Affiliate of the Company, or to any member, officer or director of the Company (including without limitation any assignment or novation in connection with a reincorporation to change the Company's domicile). The Investor hereby gives express upfront consent to any such

assignment or novation by the Company of this Agreement, and (if advised to be appropriate by the Company's counsel) agrees to execute all documents and/or take all steps required by the Company in order to give effect to this Clause 23.

23.2 The Investor shall not be entitled to assign or novate its rights and obligations under this Agreement without the Company's consent.

23.3 Subject to the restriction provided herein, this Agreement shall bind and inure to the benefit of such successors and assigns.

## **24 KNOW YOUR CUSTOMER AND ANTI-MONEY LAUNDERING**

24.1 The Company reserves the right to conduct "Know Your Customer" and "Anti-Money Laundering" checks on the Investor if deemed necessary by the Company where such checks become required or desirable under applicable laws in any jurisdiction and conduct periodic updates of such checks as well as perform monitoring/screening on the Investor.

24.2 All payments by the Investor under this Agreement shall be made only in the Investor's name, from a digital wallet or fiat account not owned or controlled by a Prohibited Person, not located in a Non-Cooperative Jurisdiction, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.

## **25 FURTHER ASSURANCE**

Each Party shall take commercially reasonable efforts to do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the

terms of this Agreement, and (so far as it is able) to provide such assistance as the other Party may reasonably request to give effect to the spirit and intent of this Agreement.

## **26 THIRD PARTY RIGHTS**

26.1 Except as otherwise provided in herein, this Agreement is intended solely for the benefit of the Investor and the Company and is not intended to confer third-party beneficiary rights upon any other person or entity.

26.2 Save for any Group Entity who shall be entitled to enforce or enjoy the benefit of the terms of this Agreement, a person who is not a party under this Agreement has no right under the laws of any applicable jurisdiction to enforce or to enjoy the benefit of any term of this Agreement.

## **27 EXECUTION**

This Agreement may be executed electronically by the Company.

## **28 COSTS**

Each Party shall pay its own costs, charges and expenses incurred by it in connection with the preparation, negotiation, execution and performance of this Agreement.

## **29 NON-WAIVER**

A failure or delay to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. Any such waiver must be in writing by the Party waiving such right.

### **30 ENTIRE AGREEMENT**

This Agreement (including the Schedules hereto and any documents and materials incorporated by reference) constitute the entire agreement between the Parties relating to the Investor's purchase of the Token from the Company (including any smart contract(s), if any, related to the distribution of the Token) and supersedes all prior or contemporaneous agreements and understandings (including without limitation the Token Documentation, the website or any other marketing material), both written and oral, between the Parties.

### **31 ELECTRONIC CONSENTS**

The Investor agrees to be bound by any affirmation, assent or agreement that the Investor transmits to the Company or any Group Entity by computer or other electronic device, including internet, telephonic and wireless devices, including, but not limited to, any consent or electronic signature the Investor gives to receive communications from the Company or any Group Entity solely through electronic transmission (including without limitation, DocuSign). The Investor agrees that when it enters this Agreement such agreement shall become legally binding and enforceable against the Investor. The Investor agrees that the Company or any Group Entity may send the Investor electronic copies of any and all communications associated with its purchase of the Token.

### **32 MISCELLANEOUS**

32.1 The Company may from time to time make modifications to this Agreement (at its sole discretion), which modifications will be effective immediately upon the Company's notification to the Investor.

32.2 The Company will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Company's reasonable control.

32.3 Purchasing the Token or entering into this Agreement with the Company does not create any form of partnership, joint venture or any other similar relationship between the Investor and the Company, nor cause the Parties to be deemed acting in concert in any respect. The Investor agrees and acknowledges that all agreements, notices, disclosures, and other communications that the Company provides to the Investor, including this Agreement, will be provided in electronic form.

## **SCHEDULE 1**

Certain Risks Relating to Purchase, Sale and Use of the Token

IMPORTANT NOTE: AS NOTED ELSEWHERE IN THIS AGREEMENT, THE TOKEN IS NOT BEING STRUCTURED OR SOLD AS SECURITIES OR ANY OTHER FORM OF INVESTMENT PRODUCT. ACCORDINGLY, NONE OF THE INFORMATION PRESENTED IN THIS SCHEDULE 2 IS INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE MADE OR INTENDED.

By purchasing, holding and using the Token, the Investor expressly acknowledges that it understands and assumes a variety of risks (including without limitation the following risks):

1. **Risk of Changes in Functionality**

The Token does not have any rights, uses, purpose, attributes, functionalities or features, express or implied, except for those which are specifically described in this Agreement and the Token Documentation, and which may subject to the terms hereof change from time to time.

2. **The Investment Token is Non-Refundable**

The Company is not obliged to provide the Token Holders with a refund related to the Token for any

reason, and the Token Holders acknowledge and agree that they will not receive money or other compensation in lieu of a refund. No promises of future performance or price are or will be made in respect to the Token, including no promise of inherent value, no promise of continuing payments, and no guarantee that the Token will hold any particular value. Therefore, the recovery of spent resources may be impossible or may be subject to foreign laws or regulations, which may not be the same as the laws in the jurisdiction of the Token.

### 3. **Risk of Blockchain Level Attacks**

As with other decentralised cryptographic tokens based on blockchain technology, the Token is susceptible to attacks which may include attacks by nodes or validators responsible for validating/confirming the Token transactions on the relevant blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, selfish-mining attacks etc. Any successful attacks present a risk to the SchindlersX Platform, Company and the Token, including, but not limited to, accurate execution and recording of transactions involving the Token.

### 4. **Risk of Hacking and Security Weaknesses**

Hackers or other malicious groups or organisations may attempt to interfere with the SchindlersX Platform, Company or the Token in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, spoofing etc.

### 5. **Risks Associated with Uncertain Regulations and Enforcement Actions**

The regulatory status of the Token and distributed ledger technology is unclear or unsettled in many jurisdictions, but numerous regulatory authorities across jurisdictions have been outspoken about considering the implementation of regulatory regimes which govern digital asset markets. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such

technology and its applications, including the SchindlersX Platform, Company and the Token. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including Company and the Token. Regulatory actions could negatively impact the SchindlersX Platform, Company and the Token in various ways. Any Group Entity may cease operations in a jurisdiction, or even abandon certain features of the project, in the event that regulatory actions, or changes to applicable law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. Laws, regulations, or government policies could impact the legality, issuance, use, and transfer of the Token.

#### 6. **Risks Arising from Taxation**

The tax characterisation of the Token and this Agreement is uncertain. It is possible that the Company's intended treatment of the Token and this Agreement may be challenged, so that the tax consequences to the Investor and the Company relating to the Token and this Agreement could differ from those described above. The Investor must seek its own tax advice in connection with purchasing, holding and utilising the Token, which may result in adverse tax consequences to the Investor, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

#### 7. **Risks Related to Corporate Structure**

The legal structure for the Group Entity is bespoke and there is no generally accepted standard or structure for similar projects in the distributed ledger technology space. The legal structure which includes the Group Entity legal structure as well as the Investment structure of an *En Commandite* partnership which is constituted by the Investment Token Holders has been designed to address

certain specific legal risks, and attempt to decentralise the management and control, as well as economic risks and benefits relating to the Company, Company and the Token; but there is no legal precedent for whether these structures are effective, and it is difficult to predict the position that regulators may adopt. The legal structure and contractual arrangements may not be effective in decentralising management and control, thereby adversely affecting the value of the Token. There is also a risk that the regulator shut down the Platform which may adversely affect the Token and the ability to redeem the Token in accordance with the terms hereof.

#### **8. Risks Involving Cloud Storage**

As Company may provide or utilise a decentralised cloud storage service for Investors and applications, therefore the services are susceptible to a number of risks related to the storage of data in the cloud. The SchindlersX Platform may involve the storage of large amounts of sensitive and/or proprietary information, which may be compromised in the event of a cyberattack or other malicious activity. Similarly, the SchindlersX Platform may be interrupted, and files may become temporarily unavailable in the event of such an attack or malicious activity. Because Investors can utilise a variety of hardware and software that may interface with Company, there is the risk that the services may become unavailable or interrupted based on a failure of interoperability or an inability to integrate these third-party systems and devices that the Group Entities do not control. The risk that the SchindlersX Platform may face increasing interruptions and Company may face additional security vulnerabilities could adversely affect Company and therefore the Token held by the Investor.

#### **9. Risks Associated with a lack of Markets for the Token**

There is no prior market for the Token and the sale of the Token may not result in an active or liquid market for the Token. The Token is designed to be utilised solely within Company, hence there may be

illiquidity risk with respect to the Token held by the Investor. The Token is not a currency issued by any central bank or national, supra-national or quasi-national organisation, nor is it backed by any hard assets or other credit nor is it a "commodity" in the usual and traditional sense of that word. The Company is not responsible for, nor does the Company pursue, the circulation and trading of the Token on any market. Trading of the Token will merely depend on the consensus on its value between the relevant market participants. No one is obliged to purchase any the Token from any holder of the Token, nor does anyone guarantee the liquidity or market price of the Token to any extent at any time. Furthermore, the Token may not be resold to a purchaser who is a citizen, national, resident (tax or otherwise), domiciliary of a Restricted Territory or to purchasers where the purchase of the Token may be in violation of applicable laws. Accordingly, the Company cannot ensure that there will be any demand or market for the Token, or that the Purchase Price paid for the Token is indicative of any market valuation or market price for the Token.

Even if secondary trading of the Token is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to the Token (e.g. as denominated in a digital or fiat currency), such value may be extremely volatile, and decline below the Purchase Price which the Investor had paid for the Token, and/or diminish to zero.

#### 10. **No Financial Advice**

These Terms do not constitute financial, legal, or investment advice. The material presented herein is not intended to be relied upon as the basis for making any investment decisions and is not to be construed as a solicitation or an offer to buy or sell any tokens, cryptocurrencies, securities, or other financial instruments. Company is not a licensed financial advisor or investment professional, and the information provided herein should not be relied upon for making investment decisions.

## 11. **High Risk**

Any investment in Tokens or related projects involves a high degree of risk and as such potential investors should carefully consider their own financial situation and risk tolerance before making any investment decisions. It is important to conduct thorough research and seek legal and financial advice from qualified professionals before engaging in any investment activity.

## 12. **General Investment Risk**

No person should consider acquiring more Tokens than he can comfortably afford to lose. Investment in Tokens is speculative in nature and suitable only for sophisticated investors who are aware of the risks involved. Prospective investors who would like more details about any risk factor should contact a qualified financial manager.

Token prices and investments generally may vary in prices and may be influenced by, among other factors -

- changing supply and demand relationships;
- domestic and foreign policies of governments, particularly policies to do with trade or with fiscal and monetary matters;
- political events, particularly elections and those events that may lead to a change in government;
- the outbreak of hostilities, even in an area in which the Company is not invested; and
- adoption of blockchain technology and tokens;
- economic developments, particularly those related to balance of payments and trade, inflation, money supply, the issue of government debt, changes in official interest rates, monetary revaluations or devaluations and modifications in financial market regulations.

13. **Performance of Investment Programme**

There are no assurances or guarantees that the Investment will be successful.

14. **No Guaranteed Return**

There is no guarantee that an investment in the Investment will earn any positive return. The value of the Investment Token may go down as well as up depending on market, economic, political, regulatory and other conditions affecting the Investment and there can be no assurance that, upon withdrawal or otherwise, any Investor will receive the amount originally invested or the Redemption Price will be met.

15. **Changes in Applicable Law**

The Company and its service providers must comply with various legal requirements. Without limitation these legal requirements are imposed by the corporate laws, regulatory laws, securities laws, tax laws and anti-money laundering laws. Should any of such laws change over the term of this Agreement, the legal requirements to which the Company and its service providers may be subject to could differ materially from current requirements.

Changes to the evolving regulatory environment may adversely affect the Token prices. To the extent that regulators adopt practices of regulatory oversight that create additional compliance, transaction, disclosure or other costs, returns on the Token may be negatively affected. In addition, the regulatory or tax environment for derivative and related instruments is evolving and may be subject to modification by government or judicial action that may adversely affect the value of the Investment. The effect of any future regulatory or tax change on the Tokens is impossible to predict.

16. **Compensation Arrangements for Service Providers**

As described herein, there are certain fees payable to service providers in relation to the Investment and the Tokens which will detract from the return on the Investment.

17. **Conflicts of Interest**

Conflicts of interest may exist in the structure and operation of Company's business. Investors must rely on the potentially conflicted parties to resolve those conflicts in a manner that does not prejudice the Tokens.

18. **Financial Failure of Service Providers and Intermediaries**

The institutions with which the Company does business, including developers, brokerage firms, banks or parties to which securities have been entrusted for custodial purposes, may encounter financial difficulties that may impair their operational capabilities or result in losses to the Token. Some or all of the Token's underlying assets may be held in one or more accounts which may not be segregated from the counterparty's assets or those of its customers. In the event that the counterparty experiences severe financial difficulty, the Company's assets could be frozen and inaccessible for withdrawal or subsequent trading for an extended period of time while the counterparty's business is administered or liquidated, resulting in a potential loss to the Company's investment.

19. **Illiquid Positions**

The Investment made by the Company may be in market a that is volatile, and which may become illiquid. Accordingly, it may be impossible (in the event of trading halts or daily price fluctuation limits on the markets traded or otherwise) or expensive to liquidate the positions against which the market is moving.

Alternatively, it may not be possible, in certain circumstances, for a position to be initiated or liquidated promptly. The ability of the Company to respond to movements may be impaired.

An investment in Tokens is suitable only for Investors who are in a position to take such risks and who adopt a long-term approach to their investment strategy.

**20. Inadequate Return**

There can be no assurance that the returns on the Investment will be commensurate with the risk of investment therein. Investors should not commit money to the Company unless they have the resources to sustain the loss of their entire Investment.

**21. Interest Rate Fluctuations**

The prices of the Investment may be sensitive to interest rate fluctuations. Unexpected fluctuations in interest rates could cause the corresponding prices of the Token's long and short positions to move in directions which were not initially anticipated.

**22. Independent Consultants**

Each Investor should consult its own legal, tax and financial advisor regarding the desirability of an investment in the Tokens.

23. **Currency Risk**

Exchange rates can be volatile and unpredictable. Investors should be aware of the possibility of significant changes in rates of exchange between the reference currency of the Token, being the South African Rand, and the currencies that the Investors are investing into the Investment.

24. **Market Risks**

The investment of the Token is subject to normal market fluctuations and the risks inherent in an investment in equity securities and similar instruments and there can be no assurance that appreciation will occur.

25. **Political Risk**

The value of the Token may be affected by uncertainties such as international political developments, changes in government policies, taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations.

26. **Possible Indemnification Obligations**

The Company has agreed, or may agree to indemnify the directors, the service providers under various agreements entered into with such persons against certain liabilities they or their respective directors, officers, affiliates or agents may incur in connection with their relationship with the Company. These indemnity obligations may or may not be limited with reference to negligence, bad faith, wilful default or fraud. Any indemnification paid by the Company would reduce the distribution available to Investors.

**27. Regulatory Oversight**

The Company is not required to register or submit to regulation or authorisation as a collective investment scheme under the laws of this jurisdiction, nor is such registration contemplated. Accordingly, the provisions of statutes which may provide certain regulatory safeguards to Investors will not be applicable.

**28. Restrictions on Transfers and Redemptions**

An investment in the Tokens provides limited liquidity since an active secondary market is not expected to develop in the Tokens. In addition, the Investment is a medium to long term investment programme. The Company also may require mandatory redemption of Tokens in certain circumstances as outlined in this Agreement.

**29. Valuation of the Investments**

Valuation of the Tokens and other investments may involve uncertainties and judgmental determinations and, if such valuations should prove to be incorrect, the Net Asset Value could be adversely affected. Independent pricing information may not be available regarding the Investment. Valuation determinations will be made in good faith. The Company's Investment may from time to time by its very nature be difficult to value accurately. To the extent that the value assigned to any such Investment differs from the actual value, the Net Asset Value may be understated or overstated, as the case may be.

30. **Emerging Markets**

The Company may invest the capital in an Investment domiciled or operating in an emerging markets. Investing in these countries involves considerations and possible risks not typically associated with investing in developed economies. Risks may include instability among some foreign governments, in limited cases the risk of expropriation of assets, changes in governmental administration or economic or monetary policy, currency fluctuations, and changing circumstances in dealings between nations. The application of foreign tax laws (e.g. the imposition of withholding taxes on dividends and/or interest payments) or confiscatory taxation may also affect investment in companies or projects domiciled in these countries. Higher expenses may result from investment in these countries as compared other jurisdictions. Investments in emerging markets could also be affected by other factors, including the lack of uniform accounting, auditing and financial reporting standards and potential difficulties in enforcing contractual obligations. Language is also a risk factor in respect to legal documentation and communications.

31. **No Separate Counsel**

The Company, the Partnership, the SchindlersX Platform and Company are represented by the same law firms. No separate counsel has been retained by the Company to represent the Token Holders or Investors. The law firms have not verified the factual information set forth herein and Investors should not invest on the basis that such firms have acted as counsel to them. Further, such law firms do not and will not monitor compliance by any party with the guidelines and restrictions set forth herein.

