

EmGEMx

Switzerland Token

White Paper

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EmGEMx

WHITE PAPER

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01 DATE OF NOTIFICATION

The original version of this crypto-asset white paper was notified on 2025-03-26 (the "**Original Whitepaper**"). The first modified crypto-asset white paper was notified on 2026-06-30 (the "**First Modified Whitepaper**").

The date of notification of the second modified crypto-asset white paper was 2025-09-26 (the "**Second Modified Whitepaper**").

The date of notification of this third modified crypto-asset white paper is 2025-10-13 (the "**Third Modified Whitepaper**").

COMPLIANCE STATEMENTS

02 This crypto-asset white paper has not been approved by any competent authority in any Member State of the European Union. The offeror of the crypto-asset is solely responsible for the content of this crypto-asset white paper.

03 This crypto-asset white paper complies with Title II of Regulation (EU) 2023/1114 and, to the best of the knowledge of the management body, the information presented in the crypto-asset white paper is fair, clear and not misleading and the crypto-asset white paper makes no omission likely to affect its import.

04 The crypto-asset referred to in this white paper may lose its value in part or in full, may not always be transferable and may not be liquid.

06 The crypto-asset referred to in this white paper is not covered by the investor compensation schemes under Directive 97/9/EC of the European Parliament and of the Council.

The crypto-asset referred to in this white paper is not covered by the deposit guarantee schemes under Directive 2014/49/EU of the European Parliament and of the Council.

SUMMARY

07 Warning

This summary should be read as an introduction to the crypto-asset white paper. The prospective holder should base any decision to purchase this crypto-asset on the content of the crypto-asset white paper as a whole and not on the summary alone. The offer to the public of this crypto-asset does not constitute an offer or solicitation to purchase financial instruments and any such offer or solicitation can be made only by means of a prospectus or other offer documents pursuant to the applicable national law.

This crypto-asset white paper does not constitute a prospectus as referred to in Regulation (EU) 2017/1129 of the European Parliament and of the Council (36) or any other offer document pursuant to Union or national law.

08 Characteristics of the Crypto-Asset

This crypto-asset white paper ("**Whitepaper**") relates to the public offer of EmGEMx Switzerland Tokens ("**Tokens**"). The Tokens are issued by GEMx AG, a Swiss corporation (the "**Issuer**").

By participating in this public offer, purchasers acquire indirect possession (*mittelbarer Besitz*) and pro rata co-ownership interests (*modifiziertes und labiles Miteigentum*) ("**Co-Ownership Interests**") in a collection of emeralds stored in a bonded warehouse in Switzerland (the "**Emeralds**").

Purchasers also receive Tokens in connection with the acquisition of Co-Ownership Interests. The Tokens serve as (i) a proof of purchase similar to a digital sales receipt (*Kassenbon*), and (ii) an instruction to the custodian to hold the Emeralds on behalf of the Tokenholder. The Tokens are fungible, freely transferable, issued on the Avalanche blockchain and bridged to other chains such as Ethereum. For a discussion on the transfer of Tokens and Co-Ownership Interests, please refer to field G.1 (Purchaser Rights and Obligations); for a description of the associated risks, please refer to Part I (Information on Risks), in particular field I.3 (Crypto-Assets-Related Risks).

Owners of Co-Ownership Interests ("**Owners**") may request physical delivery of the Emeralds on a pro-rata basis. The pro-rata share is determined by dividing the number

of ownership fractions (indicated through the amount of Tokens held) by the total number of Co-Ownership Interests (indicated by the total amount of Tokens in circulation). The minimum delivery amount is CHF 100,000. Owners are solely responsible for making appropriate arrangements for transport and paying any costs associated with the physical delivery of the Emeralds. In-person delivery at the bonded warehouse is not possible.

To cover the costs associated with managing the Emeralds, Owners agree to transfer 0.1 % of the physical Emeralds on a monthly basis to the Issuer as a fee. The Issuer is authorized to collect the fee without further instructions from Owners.

Owners hold direct and ongoing decision-making authority over all operational matters relating to the daily management of the Emeralds. Decisions are made by vote, with matters to be discussed and submitted through a platform provided by the Issuer. The rights of Owners and the voting procedures are defined in the Issuer's Guidelines for the Exercise of Co-Owners' Ownership Rights and Obligations ("**Management Guidelines**"), which have been adopted by board resolution of the Issuer. The Management Guidelines are attached to this Whitepaper as Annex 2. For further information, please also refer to field G.1.

09 Utility Token Status

Not applicable; the Tokens do not qualify as utility tokens as defined under Art. 3 (1) (9) MiCAR. While they share similarities with utility tokens insofar as their intended purpose is to be returned in exchange for physical Emeralds, the Tokens lack the characteristics of a utility token because they allow for the delivery of an asset which is in the custody of a third-party custodian and are already owned by the Owner. The Tokens are not exchanged for a good or service provided by the Issuer.

10 Key Information About the Offer to the Public or Admission to Trading

The public offer will be conducted on an online platform operated by the Issuer and accessible under www.gemx.ag (the "**GEMx Platform**"). Prospective purchasers must register on the GEMx Platform before a purchase of the Tokens is possible.

The Issuer aims to sell Co-Ownership Interests in an amount of more than USD 100,000,000 through this public offering. The Issuer has not set any minimum or

maximum subscription goals, and the public offer will be continuous with no specific end date. To facilitate the issuance of the first 1,000,000 Tokens, the Issuer has already sourced emeralds valued over USD 1,000,000.

The offer price at the start of the public offer is USD 1.00 per Co-Ownership Interest. The purchaser receives one Token for each Co-Ownership Interest purchased. Once the first 1,000,000 Tokens have been issued, the offer price will be adjusted based on demand and the ability of the Issuer to acquire additional emeralds. The updated offer price will be published on the GEMx Platform.

Tokens will be minted and issued once full payment of the purchase price has been received by the Issuer. The Tokens will be delivered by transferring them to the wallet address provided by the purchaser during the purchase process.

PART A – INFORMATION ABOUT THE OFFEROR OR THE PERSON SEEKING ADMISSION TO TRADING

A.1 **Name**

GEMx AG (referred to herein as the "**Issuer**").

A.2 **Legal Form**

Not applicable; see field A.6.

A.3 **Registered Address**

Not applicable; see field A.6.

A.4 **Head Office**

Not applicable; see field A.6.

A.5 **Registration Date**

The Issuer was registered in the commercial register of canton Zug on 2024-12-27.

A.6 **Legal Entity Identifier**

The legal entity identifier (LEI) of the Issuer is: 529900487EHBGI16LJ92.

A.7 **Another Identifier Required Pursuant to Applicable National Law**

Not applicable; see field A.6.

A.8 **Contact Telephone Number**

The contact telephone number of the Issuer is: +43 660 20 40 200.

A.9 **E-Mail Address**

The e-mail address of the Issuer is: investor@gemx.ag.

A.10 **Response Time (Days)**

Investors will receive an answer via the telephone number or e-mail address provided in fields A.8 and A.9 within seven (007) calendar days.

A.11 **Parent Company**

Not applicable; see field A.6.

A.12 Members of the Management Body

Full Name	Business Address	Function
Paul Pöltner	Bundesstrasse 5 6300 Zug Switzerland	Board member

A.13 Business Activity

Business activity

The business purpose of the Issuer, as stated in its articles of association, is software development and trade in gemstones for its own account. In addition, the Issuer offers to facilitate the holding of customer's gemstones in custody.

This structure is designed as a standard commercial activity in the gem trade sector and does not involve the management of assets for collective investment. The Issuer sells tangible goods (emeralds) directly to customers, and its revenues derive from sales margins and fees, not from managing pooled investments. This aligns with the definition of a general commercial purpose under ESMA/2013/611.

The Issuer's software development efforts are focused on building and maintaining the digital infrastructure for the Emeralds. This includes the development of websites in order to conduct marketing efforts and to process purchases. The Issuer is also developing functionalities where users can keep track of their co-ownership shares and submit delivery requests.

Principal markets

The Issuer is active in the following principal markets:

- **Market for precious gemstones**

  The market for precious gemstones is driven by a combination of rarity, aesthetic appeal and investment potential. Unlike commodities with standardized pricing, the value of gemstones is influenced by unique characteristics such as clarity, cut, carat, color, treatment and origin. In recent years, colored gemstones—particularly rubies, sapphires, and emeralds—have gained significant

traction among collectors and investors seeking diversification.

In particular, the supply of investment-grade emeralds remains constrained due to the complexities of mining and geopolitical factors affecting key production regions.

The market is also influenced by ethical sourcing considerations, with investors increasingly prioritizing transparency in the supply chain. Certification from institutions plays a crucial role in validating a stone's authenticity and enhancing its investment appeal. Provenance, historical ownership, and association with notable collections further elevate an emerald's desirability.

- **Market for custody services around gemstones**

  The secure custody and management of high-value gemstones, including emeralds, is an important aspect of the precious stone industry. The Issuer operates in this market by facilitating the safekeeping, insurance, and audit of gemstones through bonded warehouses.

  This market segment caters to institutional and private investors seeking secure, professionally managed solutions for holding physical gemstone assets without taking on the risks associated with personal storage or transportation. Demand in this area is supported by the need for verifiable custody, regular audits, and transparent documentation to ensure the authenticity, traceability, and value preservation of the stored gemstones.

  As gemstone investments become increasingly financialized, the role of regulated, reputable custody services is expected to grow in importance, particularly among compliance-conscious investors and asset managers.

Clarification on AIF Qualification

The Issuer notes that the structure described in this Whitepaper may resemble an investment structure in certain respects, particularly because purchasers acquire fractional co-ownership in tangible assets. However, the Issuer emphasizes that the project does not qualify as an Alternative Investment Fund under Directive 2011/61/EU (AIFMD), based on the following considerations.

1. The Issuer is not raising capital as this term is to be understood under the ESMA Guidelines on key concepts of the AIFMD (ESMA/2013/611, "**ESMA Guidelines**") as this would require the procurement of capital for the purpose of investing it in accordance with a defined investment policy. Instead, funds and crypto-assets received by the Issuer constitute payment for the Co-Ownership Interests. These proceeds become part of the Issuer's working capital and may be used in the course of its general business activities (see D.8). The Issuer is free to decide how to use these proceeds and is not bound by an investment strategy.

2. It follows that the Issuer is a regular trading company engaged in the commercial sale of gemstones (see A.13) and does not raise capital for collective investment purposes. It therefore operates with a general commercial purpose within the meaning of ESMA Guidelines.

3. Purchasers do not invest according to a defined investment policy managed by the Issuer. Instead, they individually acquire specific goods (Co-Ownership in gemstones; and, in case of delivery, the physical gemstones) and retain full day-to-day discretion and control over their fractional ownership rights, including the right to transfer or physically take delivery of their assets (see G.1 under the heading "Statutory rights and obligations").

4. Neither the Issuer nor any third party provides asset management or exercises discretionary control over the gemstones (see G.1 under the heading "No Management"). This is associated with risks for the Purchaser as long as gemstones are held with the Custodian. See in particular under I.3. the risk "*The Tokens are issued are issued in connection with the sale of co-ownership (Miteigentum) in the Emeralds, which may expose holders to risks associated with co-ownership; neither the Issuer nor the Custodian are co-owners or asset managers*".

Accordingly, the project lacks the defining features of an AIF.

A.14 Parent Company Business Activity

The parent company of the Issuer is Guiding Innovators AG, a Liechtenstein stock company (*Aktiengesellschaft*). Guiding Innovators AG specializes in innovation consulting, venture building, and strategic advisory services, with a focus on

blockchain, tokenization, and digital asset projects. Its principal markets include Europe and global Web3 ecosystems.

A.15 Newly Established

Yes; the Issuer was established within the past three years.

A.16 Financial Condition for the Past Three Years

Not applicable; the Issuer has not been established for the past three years.

A.17 Financial Condition Since Registration

The Issuer was established in December 2024 as a Swiss corporation (*Aktiengesellschaft*) with a share capital of CHF 100,000, all of which has been paid in. As the Issuer has not yet completed a full financial year, its financial condition is assessed based on its initial capital structure and early-stage business activities.

Since its incorporation, the Issuer has primarily focused on establishing its operational framework, securing key business relationships, and developing its core activities. As a result, expenditures have been directed towards initial setup costs, administrative and legal expenses, and early-stage business development. Revenue generation has not yet commenced.

The Issuer's capital resources currently consist of the paid-in share capital of CHF 100,000, which serves as its primary source of funding. No additional equity or debt financing has been raised to date.

Given the Issuer's early stage, no material changes in financial condition have occurred beyond the expected startup-related expenditures. There have been no unusual or infrequent events that materially affected income from operations. Future financial performance will depend on the successful execution of the company's business plan, market conditions, and potential funding strategies.

PART B – INFORMATION ABOUT THE ISSUER

B.1 **Issuer Different From Offeror or Person Seeking Admission to Trading**

No; the Issuer and the offeror are the same.

B.2 **Name**

The name of the Issuer is GEMx AG.

B.3 **Legal Form**

Not applicable; see field B.7.

B.4 **Registered Address**

Not applicable; see field B.7.

B.5 **Head Office**

Not applicable; see field B.7.

B.6 **Registration Date**

The Issuer was registered in the commercial register of canton Zug on 2024-12-27.

B.7 **Legal Entity Identifier**

The legal entity identifier (LEI) of the Issuer is: 529900487EHBGI16LJ92.

B.8 **Another Identifier Required Pursuant to Applicable National Law**

Not applicable; see field B.7.

B.9 **Parent Company**

Not applicable; see field B.7.

B.10 Members of the Management Body

Full Name	Business Address	Function
Paul Pöltner	Bundesstrasse 5 6300 Zug Switzerland	Board member

B.11 Business Activity

See field A.13.

B.12 Parent Company Business Activity

See field A.14.

PART C - INFORMATION ABOUT THE OPERATOR OF THE TRADING PLATFORM OR OTHER PERSONS DRAWING UP THE CRYPTO-ASSET WHITE PAPER

C.1 **Name**

Not applicable; this Whitepaper is drawn up by the offeror and issuer of the Token, GEMx AG.

C.2 **Legal Form**

Not applicable.

C.3 **Registered Address**

Not applicable.

C.4 **Head Office**

Not applicable.

C.5 **Registration Date**

Not applicable.

C.6 **Legal Entity Identifier**

Not applicable.

C.7 **Another Identifier Required Pursuant to Applicable National Law**

Not applicable.

C.8 **Parent Company**

Not applicable.

C.9 **Reason for Crypto-Asset White Paper Preparation**

Not applicable.

C.10 **Members of the Management Body**

Not applicable.

C.11 **Operator Business Activity**

Not applicable.

C.12 **Parent Company Business Activity**

Not applicable.

C.13 **Other Persons Drawing up the White Paper**

Not applicable.

C.14 **Reason for Drawing up the White Paper**

Not applicable.

PART D - INFORMATION ABOUT THE CRYPTO-ASSET PROJECT

D.1 Crypto-Asset Project Name

The name of the crypto-asset project is 'EmGEMx'.

D.2 Crypto-Assets Name

The name of the crypto-assets is 'EmGEMx Switzerland Token' (referred to herein as the "**Token**").

D.3 Abbreviation

The abbreviation of the Token is 'EmCH'.

D.4 Crypto-Asset Project Description

The EmGEMx project aims to bridge traditional gemstone investments with modern digital asset technology. Through the use of blockchain technology, the Issuer provides a transparent platform for selling gemstones, enabling investors to buy, sell, and trade co-ownership in gemstones in a seamless and efficient manner. This innovation allows traditional gemstone investors to diversify their portfolios with greater ease, while also opening up the market to new participants who may have previously been excluded due to high entry costs or lack of market access.

Emeralds are the first gemstones being sold in connection with the EmGEMx project. In the future, other gemstones may also be tokenized, further expanding the range of investment opportunities. By combining the enduring value of gemstones with the transparency and security of blockchain, the EmGEMx project aims to create a more accessible and efficient market for gemstone investments.

D.5 Persons Involved

Name	Business Address	Function
Paul Pöltner	Bundesstrasse 5 6300 Zug Switzerland	Development team – Chief Executive Officer

Emanuel Stadler	Tichtelgasse 15 1120 Vienna Austria	Development team – Chief Marketing Officer
Armin Reiter	Bundesstrasse 5 6300 Zug Switzerland	Development team – Head of Technology
Michael Gartner	Bundesstrasse 5 6300 Zug Switzerland	Development team – Head of Product
SimplyTokenized GmbH	Salzgries 21/16 1010 Vienna Austria	Software for token management
Cryptix AG	Bundesstrasse 5 6300 Zug Switzerland	Smart contract development

D.6 Utility Token Classification

No; the Tokens do not qualify as utility tokens as defined under Art. 3 (1) (9) MiCAR.

D.7 Key Features of Goods/Services for Utility Token Projects

Not applicable.

D.8 Plans for the Token

To date, the project has successfully established the Issuer in Switzerland and completed the legal and regulatory groundwork to ensure compliance with Swiss and EU laws. Key infrastructure, such as bonded warehouse agreements for secure storage and blockchain development for token issuance, has been implemented.

The Issuer anticipates the following future milestones for the Token:

- **Q4 2025**: Expanding reach to additional European and Asian markets;
- **Q1 2026**: Listing of the Token on recognized trading platform(s);

- **After 2026**: Potentially introducing additional gemstone-backed tokens to diversify investment opportunities and strengthen the Issuer's position in the digital asset market.

D.9 Resource Allocation

As of the date of this Whitepaper, approximately CHF 250,000 has been allocated to the EmGEMx project, distributed across the following areas:

- **Blockchain development**: Development of blockchain infrastructure to facilitate the issuance and transfer of the Token;
- **Legal and regulatory compliance**: Engagement of two law firms specializing in Swiss and EU financial regulations, including MiCAR, to advise on structuring the project;
- **Marketing activities**: Strategic marketing efforts to enhance brand awareness and attract early investors.

D.10 Planned Use of Collected Funds or Crypto-Assets

Funds and crypto-assets received by the Issuer constitute payment for the Co-Ownership Interests. These proceeds become part of the Issuer's working capital and may be used in the course of its general business activities.

PART E - INFORMATION ABOUT THE OFFER TO THE PUBLIC OR THEIR ADMISSION TO TRADING

E.1 Public Offering or Admission to Trading

OTPC; this crypto-asset white paper concerns an offer to the public.

E.2 Reasons for Public Offer or Admission to Trading

The Issuer aims to democratize access to high-quality gemstone investments, allowing investors to acquire fractional ownership in a diversified emerald portfolio.

E.3 Fundraising Target

The Issuer intends to sell Co-Ownership Interests with an aggregate value exceeding USD 100,000,000 through this public offering.

E.4 **Minimum Subscription Goals**

Not applicable; the Issuer has not set any minimum target subscription goals.

E.5 **Maximum Subscription Goal**

Not applicable; the Issuer has not set any maximum target subscription goals.

E.6 **Oversubscription Acceptance**

The Issuer may accept offers to purchase Co-Ownership Interests in excess of its fundraising target at its sole discretion.

E.7 **Oversubscription Allocation**

The acceptance of offers to purchase Co-Ownership Interests in excess of the Issuer's fundraising target is subject to the ability of the Issuer to source additional Emeralds.

E.8 **Issue Price**

The issue price is USD 1.00 per Co-Ownership Interest. Purchasers receive one Token for each Co-Ownership Interest purchased.

E.9 **Official Currency or Any Other Crypto-Assets Determining the Issue Price**

The official currency determining the issue price is USD.

E.10 **Subscription Fee**

0; there is no subscription fee for purchases of Co-Ownership Interests.

E.11 **Offer Price Determination Method**

The initial offer price is USD 1.00 per Co-Ownership Interest. After 1,000,000 Tokens have been issued, the offer price will be adjusted from time to time based on demand and the ability of the Issuer to acquire additional Emeralds.

E.12 **Total Number of Offered/Traded Crypto-Assets**

Not applicable.

E.13 **Targeted Holders**

ALL; the offer to the public is intended to target both retail investors and professional investors.

E.14 **Holder Restrictions**

There are no restrictions as regards the type of holders.

E.15 **Reimbursement Notice**

Generally, purchasers participating in the offer to the public of crypto-assets will be able to be reimbursed if the minimum target subscription goal is not reached at the end of the offer to the public, if they exercise the right to withdrawal foreseen in Article 13 of Regulation (EU) 2023/1114 or if the offer is cancelled.

However, because this offer to the public has no minimum target subscription goal, purchasers' statutory reimbursement right in the event the minimum target subscription goal is not reached is not applicable in this public offer. Accordingly, a refund is possible only upon valid exercise of the right of withdrawal or if the offer is cancelled.

E.16 **Refund Mechanism**

Refunds will be carried out using the same means of payment that was used by the holder for the initial transaction.

E.17 **Refund Timeline**

In the event of a refund, the Issuer will reimburse all payments from the holder within 14 days from the date on which the withdrawal notice was received or the offer was cancelled.

E.18 **Offer Phases**

The offer to the public will be conducted in two phases. In the first phase, the offer price will be USD 1.00 per Co-Ownership Interest. The second phase will begin once 1,000,000 Tokens have been issued. During the second phase, the offer price will be adjusted from time to time based on demand and the ability of the Issuer to acquire additional Emeralds.

E.19 **Early Purchase Discount**

The Issuer offers discounted purchase prices for early purchasers during pre-public sales. These discounts are provided as an incentive for early investment and to reward those who support the project in its early stages.

E.20 **Time-Limited Offer**

No; the offer to the public is not time-limited.

E.21 **Subscription Period Beginning**

Not applicable; the offer to the public is not time-limited.

E.22 **Subscription Period End**

Not applicable; the offer to the public is not time-limited.

E.23 **Safeguarding Arrangements for Offered Funds / Crypto-Assets**

Funds and crypto-assets received from retail investors will be held at a credit institution and a crypto-asset service provider (which may include a service provider operating in accordance with the transitional measures under Art. 143 (3) MiCAR), respectively, during the withdrawal period.

E.24 **Payment Methods for Crypto-Asset Purchase**

The Issuer accepts the following payment methods: wire transfer, Bitcoin (BTC) and Ether (ETH).

E.25 **Value Transfer Methods for Reimbursement**

Refunds will be carried out using the same means of payment that was used by the holder for the initial transaction.

E.26 **Right of Withdrawal**

Retail purchasers have a right to withdraw from their purchase agreement within 14 calendar days from the date of the agreement with the Issuer, without incurring any fees or costs and without being required to provide any reasons.

To exercise this right, the purchaser must notify the Issuer before the withdrawal period has expired. Notice may be sent via email to: withdrawal@gemx.ag.

If the right of withdrawal is validly exercised, the Issuer will reimburse all payments from the retail holder within 14 days from the date on which the withdrawal notice was received. Such reimbursement will be carried out using the same means of payment that was used by the retail holder for the initial transaction. Before reimbursement, the retail holder must transfer their Tokens to an address specified by the Issuer.

E.27 Transfer of Purchased Crypto-Assets

The Issuer will deliver the Tokens to holders by transferring them to the address specified by the purchaser during the subscription process.

E.28 Transfer Time Schedule

The Issuer will transfer the Tokens to the purchaser upon full payment of the purchase price.

E.29 Purchaser's Technical Requirements

To hold and manage the Tokens, purchasers must fulfill the following technical requirements:

- **Blockchain Wallet**: Purchasers must have access to a compatible blockchain wallet capable of securely storing and managing tokens on the Avalanche blockchain such as MetaMask or Avalanche Wallet.
- **Private Key Management**: Purchasers are responsible for safeguarding their wallet's private keys and seed phrases. Loss of these credentials may result in the permanent inability to access the Tokens.
- **Internet Connectivity**: A stable internet connection is required to interact with the blockchain network for activities such as receiving, transferring, or redeeming the Tokens.
- **Device Compatibility**: Purchasers must have access to a device (desktop or mobile) compatible with the chosen wallet application or browser extension.
- **Blockchain Knowledge**: Basic knowledge of blockchain technology, including how to operate a wallet, send transactions, and verify ownership on the blockchain, is highly recommended to ensure secure and efficient management of the Tokens.

E.30 Crypto-Asset Service Provider (CASP) Name

Not applicable; no crypto-asset service provider is in charge of the placing of the Tokens.

E.31 **CASP Identifier**

Not applicable; no crypto-asset service provider is in charge of the placing of the Tokens.

E.32 **Placement Form**

NTAV; not applicable.

E.33 **Trading Platforms Name**

Not applicable; this Whitepaper does not concern the admission to trading of the Tokens.

E.34 **Trading Platforms Market Identifier Code (MIC)**

Not applicable; this Whitepaper does not concern the admission to trading of the Tokens.

E.35 **Trading Platforms Access**

Not applicable; this Whitepaper does not concern the admission to trading of the Tokens.

E.36 **Involved Costs**

Not applicable; this Whitepaper does not concern the admission to trading of the Tokens.

E.37 **Offer Expenses**

Approximate expenses related to the offer to the public consists of the following:

Expense	**Amount (EUR)**
FMA filing fee	750
Legal fees and expenses	50,000
Minting, Oracle and Sales Platform Costs	50,000

E.38 **Conflicts of Interest**

Guiding Innovators AG has granted the Issuer a qualified subordinated loan (*Nachrangdarlehen*) in the amount of CHF 250,000 (the "**Loan**"). The Loan bears

interest at a rate of 10 % *per annum* and matures on 31 December 2025. Repayment of the Loan may alternatively be made in Tokens, in which case a one-time premium of 100 % of the Loan amount applies, effectively doubling the repayment obligation in value.

Additionally, the Issuer and Guiding Innovators AG have entered into a Simple Agreement for Future Tokens ("**SAFT Agreement**") to provide the funds for the development of the Tokens. Under the SAFT Agreement, Guiding Innovators AG is entitled to receive Tokens with a total value of CHF 500,000, subject to (i) the generation of the Tokens, and (ii) full payment of the consideration amounting to CHF 250,000.

These arrangements may give rise to potential conflicts of interest, as Guiding Innovators AG has both a financial interest in the success of the Token issuance and a direct right to receive Tokens under preferential terms.

E.39 **Applicable Law**

The agreements concluded in connection with the offer to the public are governed according to the laws of Switzerland.

E.40 **Competent Court**

Subject to mandatory applicable law, the competent courts in Zug, Switzerland shall have exclusive jurisdiction to resolve any dispute arising out of or in connection with the offer to the public.

PART F - INFORMATION ABOUT THE CRYPTO-ASSETS

F.1 Crypto-Asset Type

The Tokens are crypto-assets as defined under Art. 3 (1) (5) MiCAR. The Tokens do not qualify as asset-referenced tokens or e-money tokens under Art. 3 (1) (6) and (7) MiCAR because they do not purport to maintain a stable value in relation to another asset (be it the Emeralds, or an official currency). The Tokens also do not qualify as utility tokens under Art. 3 (1) (9) MiCAR.

F.2 Crypto-Asset Functionality

The Tokens have the standard functionalities for tokens generated according to the ERC-20 token standard. These include:

- **Hold**: The Tokens can be held in a compatible wallet;
- **Transfer**: The Tokens can be transferred from one blockchain address to another;
- **Mint***: The Tokens can be created, adding to the total supply;
- **Burn***: The Tokens can be destroyed, reducing the total supply;
- **Pause***: Token functionalities (e.g., mint/burn) can be paused;
- **Freeze***: Transfers of Tokens by individual address can be frozen;
- **Block***: Individual addresses can be restricted from holding or transferring the Tokens.

The functionalities marked with an asterisk (*) can only be executed by the Issuer as the 'owner' of the smart contract governing the Tokens. These functionalities can only be executed in accordance with the terms and conditions of the Issuer.

F.3 Planned Application of Functionalities

The functionalities described in field F.2 are already applicable.

F.4 Type of White Paper

OTHR; this Whitepaper relates to the offer to the public of crypto-assets other than asset-referenced tokens or e-money tokens.

F.5 Type of Submission

MODI; this submission relates to a modification pursuant to Art. 12 MiCAR.

F.6 Crypto-Asset Characteristics

The Tokens are ERC-20 tokens issued on the Avalanche platform and bridged to other chains such as Ethereum. As of the date of this Whitepaper, the Tokens have the following characteristics:

- **Token Contract**:

  0xA445bA2c94d9dE6bFd13F2fe4165E738C4330710

- **Token Contract Owner**:

  0xbf056C9BBC3CB14ED42B157Cb1b2Dc02999454F7 (GEMx AG)

- **Circulating Supply**: 0 (Tokens are minted and issued only after the purchase price for the Emeralds has been paid in full)

- **Number of Holders**: 0

Information on the rights and obligations of purchasers can be found in Part G below.

F.7 Commercial Name or Trading Name

The Issuer operates under the name 'GEMx'.

F.8 Website of the Issuer

The website of the Issuer is: https://www.gemx.ag.

F.9 Starting Date of Offer to the Public or Admission to Trading

The intended starting date of the offer to the public of the Tokens was 2025-04-25.

F.10 Publication Date

The Original Whitepaper was published on 2025-04-24. The First Modified Whitepaper was published on 2025-07-01.

The publication date of the Second Modified Whitepaper was 2025-10-01.

The publication date of this Third Modified Whitepaper is 2025-10-13.

F.11 **Any Other Services Provided by the Issuer**

The Issuer does not provide any other services not covered by MiCAR.

F.12 **Identifier of Operator of the Trading Platform**

Not applicable.

F.13 **Language(s) of the White Paper**

This Whitepaper has been prepared in English language.

F.14 **Digital Token Identifier Code**

The Issuer has not obtained a Digital Token Identifier code for the Tokens.

F.15 **Functionally Fungible Group Digital Token Identifier**

The Issuer has not obtained a Functionally Fungible Group Digital Token Identifier code for the Tokens.

F.16 **Voluntary Data Flag**

Mandatory; this Whitepaper is required pursuant to Art. 4 (1) (b) MiCAR.

F.17 **Personal Data Flag**

Yes; this Whitepaper contains personal data.

F.18 **LEI Eligibility**

Eligible; the Issuer is eligible for a legal entity identifier. See field A.6.

F.19 **Home Member State**

The home Member State of the Issuer is Austria.

F.20 **Host Member States**

The host Member States are:

- Belgium, Bulgaria, Croatia, Cyprus, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

PART G - INFORMATION ON THE RIGHTS AND OBLIGATIONS ATTACHED TO THE CRYPTO-ASSETS

G.1 Purchaser Rights and Obligations

The Tokens can be used to inform the Issuer and the Custodian that certain contractual and statutory rights and obligations are exercised. The rights and obligations of purchasers are fully set out in the Issuer's terms and conditions, which are attached to this Whitepaper as Annex 1 and provided to purchasers during the purchase process (the "**Terms and Conditions**"). The Terms and Conditions are governed pursuant to Swiss law.

By participating in this public offer, purchasers acquire indirect possession (*mittelbarer Besitz*) and pro rata co-ownership interests (*modifiziertes und labiles Miteigentum*) ("**Co-Ownership Interests**") in a collection of emeralds stored in a bonded warehouse in Switzerland (the "**Emeralds**") operated by BTV & SGS AG, Frachtstrasse 17, 8058 Zürich-Flughafen, Switzerland (the "**Custodian**").

In connection with the acquisition of Co-Ownership Interests, purchasers also receive Tokens, which serve as (i) a proof of purchase similar to a digital sales receipt (*Kassenbon*), and (ii) an instruction to the Custodian to hold the Emeralds on behalf of the Tokenholder.

Transfer of Co-Ownership Interests

Purchasers may transfer their Co-Ownership Interests at any time, without restriction and without requiring the consent or cooperation of the Issuer, the Custodian or any other purchaser. A transfer of a Token operates as a *Besitzanweisung*—an instruction to the Custodian to hold the Emeralds on behalf of a new party—thereby effecting a change in indirect possession and, consequently, a change in the corresponding legal co-ownership of the Emeralds.

To be legally effective under Swiss law, any transfer of Co-Ownership Interests must comply with the requirements of both title (*Titel*)—typically based on a valid agreement between the transferor and transferee (e.g., a purchase agreement)—and mode of transfer (*Modus*). In the context of indirect possession, the *modus* is fulfilled through

the aforementioned *Besitzanweisung* being made to the Custodian by means of a transfer of the Token on the blockchain.

While a Token transfer may accompany or record the transfer of Co-Ownership Interests, the Token itself does not constitute legal delivery of the Emeralds under Swiss property law. Therefore, a Token transfer alone—absent the underlying legal agreement such as a purchase contract and proper transfer formalities—does not result in a valid transfer of the Co-Ownership Interests. For further information regarding risks associated with the transfer of Co-Ownership Interests, please refer to Part I (Information on Risks).

Physical Delivery of Emeralds

Owners of Co-Ownership Interests have the right to physical delivery of the Emeralds on a pro-rata basis vis-à-vis the Issuer. The pro-rata share is determined by dividing the number of ownership fractions (indicated through the amount of Tokens held) by the total number of Co-Ownership Interests (indicated by the total amount of circulating Tokens). The minimum amount for physical delivery is CHF 100,000 (the "**Minimum Delivery Amount**").

Since the Emeralds are numerous and of varying quality, the Issuer has established a standardized method to fairly determine the type and amount of Emeralds a co-owner receives upon request. To this end, the Issuer acquires Emeralds according to a "**Standard Portfolio**" and values the Emeralds according to its own unit of measurement called "**Emerald Standard Unit**" (ESU), both as further explained below.

The individual gemstones comprising the Emeralds are parceled into "**Lots**". Each Lot is assessed by an independent expert and assigned a quality grade on a scale of 4 (lowest) to 8 (highest). Collectively, the Emeralds form the Standard Portfolio, which consists of Lots distributed across the following grades (with +/- 5 % variation):

- Grade 4: 20%
- Grade 5: 20%
- Grade 6: 30%
- Grade 7: 20%
- Grade 8: 10%

From the Standard Portfolio, a single gemstone of quality grade 6 is designated as the "**Reference Stone**". The Reference Stone is assigned one Emerald Standard Unit per carat. The other gemstones are then assigned ESUs relative to the Reference Stone. Higher-quality gemstones receive more ESUs per carat, while lower-quality gemstones receive fewer ESUs per carat. The Issuer aims to maintain the composition of the Standard Portfolio when acquiring additional Lots, meaning that new Lots of quality grade 4 to 8 are added in the above-stated percentages.

Upon request, co-owners receive Emeralds based on (i) their Co-Ownership Interest, and (ii) in the approximate distribution of the Standard Portfolio (up to +/- 5 % variation). For example, a co-owner with a pro-rata co-ownership share equaling 100 ESU would receive Lots corresponding to the following distribution:

GEMx Grade	GEMx Grade Description	Percentage of carat Volume	Example Volume Carats	Example ESU per Carat	Example Total ESU
4	Upper Commercial	20 %	200	0.2	40
5	Lower Good	20 %	200	0.5	100
6	Upper Good	30 %	300	1	300
7	Lower Fine	20 %	200	2.5	500
8	Upper Fine	10 %	100	3.5	350
		100 %	1000		1,290

In other words: The ESU is used to translate from a fractional share in the co-ownership of all Emeralds (e.g., 100/1,290) to the actual pieces of Emeralds a co-owner may obtain (e.g., 3.1 ESU = 15.5 carats of Grade 4, 7.74 ESU = 15.5 carats of Grade 5, 23.26 ESU = 23.26 carats of Grade 6, 38.76 ESU = 15.5 carats of Grade 7 and 27.13 ESU = 7.75 carats of Grade 8).

Owners are solely responsible for paying any transport or other costs associated with the physical delivery of the Emeralds. In-person delivery at the bonded warehouse is not possible.

Fee

To cover the costs associated with safeguarding the Emeralds, Owners agree to transfer 0.1 % of the physical Emeralds on a monthly basis to the Issuer as a fee. The Issuer is authorized to collect the fee without further instructions from Owners.

Management Guidelines

Owners hold direct and ongoing decision-making authority over all operational matters relating to the daily management of the Emeralds. Decisions are made by vote, with matters to be discussed and submitted through a platform provided by the Issuer. The rights of Owners and the voting procedures are defined in the Issuer's Guidelines for the Exercise of Co-Owners' Ownership Rights and Obligations ("**Management Guidelines**"), which have been adopted by board resolution of the Issuer. The Management Guidelines are attached to this Whitepaper as Annex 2.

The Management Guidelines require the Issuer's management to procure and maintain a platform accessible via web browser that is easy to use and has all the functionalities required to enable Owners (i) to obtain information on the measures put to vote, (ii) to conduct the actual voting, and (iii) to enable Owners to discuss measures and reach a consensus. Information on the platform and voting system is made available on the website of the Issuer (www.gemx.ag).

The Issuer's management is required to put to a vote all measures relating to operational matters concerning the daily management of the Owner's assets, including the appointment and control of the Custodian. The Issuer's management is further required to ensure that each Owner is able to obtain through the platform appropriate information material to make an informed decision on measures that are put to vote. The platform interface allows Owners to communicate with one another to discuss measures and form opinions.

Upcoming votes are to be announced by the Issuer's management at least three calendar days before the vote is to occur. Votes on matters are to be cast within a 24-

hour time period. Votes may be designed in a variety of ways, such as 'yes/no', scale of 1-5, choosing from a list of options, etc. The results of a vote are to remain hidden until the vote has concluded. Measures are adopted upon receiving a simple majority of the votes cast. Abstentions are not counted in the calculation of the voting results. If no votes are cast, the measure is deemed to have failed.

Any Owner who holds, or any group of Owners who together hold, at least five percent of Co-Ownership Interests or 1,000,000 tokens has the right to propose measures. The Issuer's management is required to inform Owners and hold votes on such proposals.

The Issuer's management is responsible for ensuring that the result of each vote is made available on the platform. Furthermore, the Issuer's management must ensure that additional information material is available to allow Owners to assess the implementation of approved measures.

Statutory rights and obligations

Because purchasers acquire a Co-Ownership Interests of commodities stored in Switzerland, the Owners—in addition to the contractual rights and obligations discussed above—also have statutory rights and obligations. These rights apply exclusively to Owners of Co-Ownership Interests and do not extend to the Issuer or the Custodian, as they are not considered Owners.

Co-ownership under Swiss law is fractional (*ideeller Anteil*), meaning each co-owner has a specific share in the whole property, not in a particular physical part. It differs from joint ownership (*Gesamteigentum*), which arises typically in family or partnership contexts (e.g., marital property or inheritance communities) and requires unanimity for disposal.

The following is a short discussion of the most relevant statutory rights and obligations of Owners:

a) Right to Use (Art. 647 ZGB)

Each co-owner has the right to use the entire property in accordance with their share and the agreed purpose of the property. Use must not impair the rights of the other co-owners.

b) Right to Manage (Art. 647a ZGB)

Ordinary administration (e.g., maintenance) decisions require a majority based on ownership shares. Note that neither the Issuer nor the Custodian act as manager. Extraordinary measures typically require unanimous consent, unless otherwise agreed.

c) Right to Encumber or Sell Their Ownership Share (Art. 646(3) ZGB)

Each co-owner can sell or encumber (e.g., mortgage) their own share, but cannot dispose of the property as a whole. Other co-owners generally have no statutory right of first refusal.

d) Right to Partition (Art. 651 ZGB)

Any co-owner may generally demand partition (*Teilung*) of the property. Partition can take the form of physical division or sale and distribution of proceeds.

e) Contribution to Costs (Art. 649 ZGB)

Co-owners must contribute to maintenance, taxes, and other costs proportionally to their share. Refusal to pay may lead to legal claims or enforcement through debt collection.

f) Duty to Preserve the Property (Art. 647 ZGB)

Co-owners must act in the best interest of preserving the property. Alterations or impairments that diminish the value or utility of the property are prohibited unless agreed upon.

g) Cooperation Duty

Co-owners have a statutory duty to coordinate and cooperate among themselves (but not necessarily with the Issuer or Custodian), especially for decisions requiring joint action. This obligation flows from the principle of good faith under Art. 2 ZGB.

In cases of management deadlock or disputes, a co-owner may petition the court for resolution (e.g., appointment of an administrator under Art. 647a(2) ZGB). Courts may also intervene in the partition process if co-owners cannot agree.

<u>No Management</u>

Neither the Issuer nor the Custodian—or any third party for that matter—is tasked with managing any of the aforementioned rights and obligations of the co-owners. All rights

and responsibilities associated with the Co-Ownership Interests are retained directly by the individual Owners. Consequently, there is no delegation or assignment of discretionary control over the assets to any third party.

Primary responsibility of the Issuer is to keep the sold Emeralds in safe custody with the Custodian and to deliver the Emeralds upon request as laid out in the Terms and Conditions. Neither the Issuer not the Custodian act as manager for Tokenholders.

G.2 Exercise of Rights and Obligations

Physical delivery of Emeralds can be requested by submitting a delivery request to the Issuer via the GEMx Platform. Deliveries are subject to the conditions provided in the Terms and Conditions, which include:

- The delivery request is submitted through the GEMx Platform;
- The value of the co-ownership share requested to be delivered equals or is greater than the Minimum Delivery Amount;
- An amount of Tokens corresponding to the Co-Ownership Interest are transferred to a wallet address indicated by the Issuer;
- Any processing, tax (e.g., value added tax) and handling fees have been paid by the person requesting delivery.

If the request is made by a person who did not purchase Co-Ownership Interests directly from the Issuer, the following additional conditions apply:

- The person must register on the GEMx Platform;
- The person must successfully pass all requested due diligence checks (including, but not limited to, checks required under anti-money laundering/combating of terrorist financing and sanctions laws and regulations, sanctions).

G.3 Conditions for Modifications of Rights and Obligations

The Issuer may modify the rights and obligations in accordance with Section 10.11 of the Terms and Conditions, which provides that modifications shall be notified by publication on the GEMx Platform and are deemed approved by the purchaser within 30 days unless the account is terminated.

G.4 Future Public Offers

Not applicable.

G.5 Issuer Retained Crypto-Assets

0; the Issuer will not purchase any Co-Ownership Interests itself. However, arrangements are in place for the parent company of the Issuer to purchase Co-Ownership Interests. For further information, see field E.38.

G.6 Utility Token Classification

No; the offer to the public does not concern utility tokens.

G.7 Key Features of Goods / Services of Utility Tokens

Not applicable; the offer to the public does not concern utility tokens.

G.8 Utility Tokens Redemption

Not applicable; the offer to the public does not concern utility tokens.

G.9 Non-Trading Request

Not sought; an admission to trading of the Tokens is not currently sought.

G.10 Crypto-Assets Purchase or Sale Modalities

The Issuer is not currently aware of any trading venues where the Tokens can be bought or sold following the public offering. While the Issuer intends to pursue the listing of the Tokens for trading in the future, no definitive plans have been established as at the date of this Whitepaper.

G.11 Crypto-Assets Transfer Restrictions

None; the Tokens may be transferred at any time without the consent or the cooperation of the Issuer, the Custodian or any other person. However, transfer of Tokens does not necessarily result in a transfer of Co-Ownership Interests under Swiss law. For further information, please refer to field G.1 (Purchaser Rights and Obligations).

G.12 Supply Adjustment Protocols

Yes; the supply of the Tokens may increase or decrease in response to changes in demand.

G.13 **Supply Adjustment Mechanisms**

The total supply of Tokens is dynamic and adjusts in response to market demand and delivery requests. When Co-Ownership Interests are purchased, the Issuer transfers a corresponding number of new Tokens to the purchaser, thereby increasing the total circulating Token supply. Conversely, when Owners request physical delivery of the Emeralds, a corresponding number of Tokens are 'burned' and permanently removed from circulation, resulting in a reduction in the total supply.

G.14 **Token Value Protection Schemes**

No; there is no protection scheme protecting the value of the Tokens.

G.15 **Token Value Protection Schemes Description**

Not applicable; there is no protection scheme protecting the value of the Tokens.

G.16 **Compensation Schemes**

No; the Tokens do not have a compensation scheme.

G.17 **Compensation Schemes Description**

Not applicable; the Tokens do not have a compensation scheme.

G.18 **Applicable Law**

The Terms and Conditions are governed according to the laws of Switzerland.

G.19 **Competent Court**

Subject to mandatory applicable law, the competent courts in Zug, Switzerland shall have exclusive jurisdiction to resolve any dispute arising out of or in connection with the Tokens.

PART H – INFORMATION ON THE UNDERLYING TECHNOLOGY

H.1 Distributed Ledger Technology

The Tokens are ERC-20 tokens issued on the Avalanche platform and bridged to other chains such as Ethereum.

General Information on DLT and Blockchain

Distributed ledger technology (DLT) describes a decentralized and distributed network system architecture where multiple participants maintain and verify a shared database. Unlike traditional databases, DLT systems do not rely on a central authority to ensure data consistency and security. Rather, they distribute control across a network of computers (nodes) and require all changes to be recorded and agreed by the nodes. This distributed approach enhances the resilience and security of such a system, and transparency of the data stored in it without the need for trust between the actors of the systems.

Blockchain technology is a subset of DLT, where the distributed database maintains a continuously growing list of records, called blocks, which are linked together in chronological order and secured using cryptographic techniques. A blockchain generally has the following key characteristics:

- **Distribution**: A blockchain operates on a network of nodes, each holding a copy of the ledger and each participating in the transaction verification and synchronization process.
- **Security**: Blockchain employs advanced cryptographic methods to secure data. Each block contains a cryptographic hash (a 'digital fingerprint') of the previous block, a timestamp, and transaction data. This structure ensures that once data is recorded, it cannot be altered retroactively without also changing all subsequent blocks, which would require consensus from the majority of the network nodes.
- **Transparency and Immutability**: Transactions on a blockchain are usually visible to all participants in the network, providing transparency. Once a transaction

is confirmed and added to the blockchain, it is virtually immutable due to the cryptographic methods used, meaning it cannot be changed or deleted.

The Avalanche Platform

Avalanche was launched in 2020 by Ava Labs, Inc., a Delaware corporation. The overarching aim of Avalanche is to provide a unifying platform for the creation, transfer, and trade of digital assets. The Avalanche platform is intended to be scalable, secure, decentralized, governable and democratic, as well as interoperable and flexible.

The Avalanche platform utilizes a proof-of-stake consensus mechanism called 'Avalanche Consensus' (see field H.4 below). The native token of the Avalanche platform is 'AVAX', which is a core component of the network and serves multiple purposes:

- **Transaction Fees**: AVAX is used to pay transaction fees across the network;
- **Staking**: AVAX holders can stake AVAX to participate in the network's consensus mechanism and earn rewards;
- **Governance**: AVAX holders can vote on key governance proposals that shape the future of the platform;
- **Asset Creation**: AVAX facilitates the creation and transfer of custom assets and decentralized applications on Avalanche.

H.2 Protocols and Technical Standards

Blockchain Networks

Avalanche is structured around three primary blockchains, each serving a distinct function:

- **X-Chain (Exchange Chain)**: Designed for high-speed asset transfers and the creation of Avalanche Native Tokens (ANTs).
- **C-Chain (Contract Chain)**: An Ethereum Virtual Machine (EVM)-compatible blockchain that supports smart contracts, enabling developers to deploy decentralized applications (dApps).

- **P-Chain (Platform Chain)**: Responsible for managing Avalanche's validator set and Subnets. It coordinates validator staking and allows for the creation of custom blockchains with independent rule sets.

Subnets

The Avalanche platform allows for the creation of 'Subnets' (short for sub-networks), which are independently validated blockchain networks that can operate with customized rules, virtual machines, and governance structures. Subnets enable developers to create permissioned or permissionless networks with their own economic models, token structures and compliance requirements while utilizing Avalanche's core infrastructure.

Token Standards

Avalanche supports multiple token standards across its different chains, including Ethereum-compatible standards on the C-Chain (e.g., ERC-20 and ERC-721) and native Avalanche-specific standards on the X-Chain (e.g., ANT).

H.3 Technology Used

The following technology can be used in connection with the holding, storing and transfer of the Tokens:

- **Avalanche Bridge**: The Avalanche Bridge enables users to transfer Ethereum-based tokens (e.g., ERC-20) between the Avalanche and Ethereum blockchains.
- **Wallets**: As an ERC-20 token, the Tokens can be held in Ethereum-compatible wallets such as MetaMask, Ledger and Trust Wallet.
- **Chainlink**: Owners may use the Chainlink CCIP Protocol to transfer Tokens from the Avalanche blockchain to other chains such as the Ethereum blockchain.

H.4 Consensus Mechanism

Avalanche utilizes a type of proof-of-stake consensus mechanism called 'Avalanche Consensus'. It is based on a probabilistic protocol that achieves consensus without traditional leader-based structures. The protocol operates through repeated sampling and sub-sampling among nodes to ensure that all validators reach agreement quickly and securely.

Staking

Staking in Avalanche involves AVAX holders delegating or staking their tokens to participate in validating transactions and securing the network. Validators earn staking rewards based on their uptime and performance.

H.5 Incentive Mechanisms and Applicable Fees

Incentive Mechanisms

Incentives on Avalanche are closely tied to its proof-of-stake consensus mechanism. Validators and delegators are rewarded for participating in the network's operation and security.

- **Validators**: Validators are responsible for validating transactions and securing the network. They earn staking rewards based on their performance, uptime, and stake size;
- **Delegators**: AVAX holders who do not operate their own validator nodes can delegate their tokens to existing validators. Delegators earn a share of the staking rewards proportional to their stake, incentivizing wider participation in the network.

Staking rewards on Avalanche are derived from the capped AVAX supply. These rewards are distributed in proportion to the stake committed, encouraging active participation and honest behavior among validators. The reward structure is designed to balance decentralization, security, and economic incentives.

Transaction Fees

Avalanche employs a dynamic fee structure that adjusts based on network demand and transaction complexity. Fees are paid in AVAX and are burned (removed from circulation).

H.6 Use of Distributed Ledger Technology

No, DLT not operated by the Issuer or a third-party acting on the Issuer's behalf.

H.7 DLT Functionality Description

Not applicable.

H.8 Audit

Yes; several audits of the Avalanche platform have been conducted.

H.9 Audit Outcome

The Avalanche blockchain has undergone numerous audits by reputable third-party organizations specializing in blockchain and software security. These audits focused on the protocol's codebase, the Avalanche Consensus mechanism, and the overall security of the system.

Notable audits were conducted by cybersecurity firms such as Halborn, which assessed Avalanche's infrastructure for potential vulnerabilities and attack vectors. The results confirmed that the Avalanche protocol is secure, with no critical issues identified. These evaluations validated the network's capability to handle large-scale operations securely.

Detailed audit reports are publicly accessible and can be reviewed on Avalanche's official GitHub repository for audits: https://github.com/ava-labs/audits.

PART I – INFORMATION ON RISKS

Prospective Owners should carefully consider the following risk factors, in addition to the other information contained this Whitepaper, before deciding to purchase Co-Ownership Interests. The following description of risk factors represents the principal risks currently known to the Issuer and considered by it to be material. Additional risks not currently known to the Issuer may also arise. Risks currently deemed immaterial by the Issuer may subsequently turn out to be material.

Risks may occur individually or cumulatively. The occurrence of one or more risk factors, alone or in conjunction with other circumstances, may have a material adverse effect on the Issuer's business, financial condition, cash flow, results of operations and net assets. In addition, such risks could lead to a decline in the value or market price of the Co-Ownership Interests or Tokens. Owners could lose part or all of their invested capital.

The information contained in this Whitepaper and the following risk information is not a substitute for professional advice. Prospective Owners should consult their own advisors (financial advisors, tax advisors, lawyers), taking into account their individual circumstances, investment objectives, experience and knowledge.

The following risk factors are organized in categories depending on their respective nature. In each category the most material risk factors, based on the probability of their occurrence and the expected magnitude of their negative impact, are mentioned first.

I.1 Offer-Related Risks

– **The Issuer may not sell enough Co-Ownership Interests to cover its costs.**

The Issuer charges a monthly fee of 0.1 % (i.e., 1.2 % per year) of the Emeralds to cover the costs associated with safeguarding the Emeralds (e.g., custody, audit and insurance costs). The Issuer expects annual fixed costs of approximately CHF 300,000, meaning that at least CHF 25,000,000 worth of Co-Ownership Interests must be sold in this offering to cover the associated costs for one year (1.2 % x 25,000,000 = 300,000).

Since the offering has no minimum subscription goal, there is no guarantee that sufficient Co-Ownership Interests will be sold to cover the associated costs before the end of the offer or before such costs are incurred. If the sales are lower than expected

or if the Co-Ownership Interests do not generate sufficient value over time, the monthly fee may be inadequate to cover the costs. In such a scenario, the Issuer may need to seek alternative funding, reduce services or take other measures that may negatively impact the functionality, liquidity or value of the Co-Ownership Interests and/or Tokens.

- **There is currently no liquid market for Co-Ownership Interests or Tokens and an active and liquid market may never develop.**

  Neither Co-Ownership Interests nor Tokens are currently traded on any exchange or marketplace, and there is no guarantee that a liquid market will develop in the future. Even if a secondary market does emerge, it may be limited in size and trading volume or fail to be sustained, making it difficult to buy or sell Co-Ownership Interests or Tokens at desired prices or at all. As a result, Owners may face challenges in liquidating their holdings, which could lead to financial losses or prolonged investment periods.

- **Purchasers who exchange fiat currency for crypto-assets to purchase Co-Ownership Interests are exposed to exchange rate risk.**

  Purchasers who convert US Dollar or other fiat currencies into crypto-assets to purchase Co-Ownership Interests are subject to exchange rate fluctuations between their local currency and the crypto-asset used for the purchase. These fluctuations can lead to increased costs or reduced value when converting back to fiat currencies or when making future transactions. Since crypto-asset markets can be highly volatile, the exchange rate risk could result in financial losses, particularly if the value of the crypto-asset used for the acquisition declines relative to the fiat currency.

- **The Terms and Conditions are subject to Swiss law, which may differ from the legal protections available in other jurisdictions.**

  The Terms and Conditions governing the Co-Ownership Interests are subject to Swiss law. Prospective purchasers should be aware that Swiss legal provisions may differ from those in their home country and may not provide the same level of investor protection or legal remedies. Rights and obligations under Swiss law, including dispute resolution mechanisms, may be unfamiliar to purchasers from other jurisdictions, potentially affecting their ability to enforce claims or seek legal recourse. Purchasers

are encouraged to review Swiss legal requirements and seek independent legal advice before acquiring Co-Ownership Interests.

- **The tax implications associated with the Co-Ownership Interests, Tokens and Emeralds should be carefully considered, as they may have a negative impact on Owners.**

  Owners should be aware that the tax treatment of the Co-Ownership Interests, Tokens and Emeralds may vary depending on their jurisdiction and the specific nature of their investment. The tax implications could include income tax, capital gains tax or other taxes that may arise from holding, transferring, redeeming or selling Co-Ownership Interests, Tokens or Emeralds. Tax laws surrounding crypto-assets are complex and subject to change, and the Issuer does not provide tax advice. As a result, Owners may face unexpected tax liabilities, which could negatively affect their overall returns on the investment. Moreover, changes in tax regulations or enforcement could further complicate the tax position of Owners. Therefore, prospective purchasers are strongly advised to consult with a tax professional to fully understand the tax implications of purchasing, holding, or disposing of Co-Ownership Interests, Tokens or Emeralds.

I.2 Issuer-Related Risks

- **Rapidly evolving government regulations on crypto-assets may adversely affect the Issuer's business, operations, and financial condition.**

  The Issuer must comply with a variety of regulatory frameworks. Notably, the European Union has introduced the EU Markets in Crypto-Assets Regulation (MiCAR), which fully entered into force on 30 December 2024, regulating the issuance of crypto-assets and the provision of crypto-asset services. Other jurisdictions, including the United States, are pursuing similar legislative initiatives aimed at increasing oversight of the crypto-asset industry.

  As the regulatory landscape for crypto-assets continues to evolve, the Issuer will be required to allocate significant resources to monitor and adhere to the applicable requirements. Failure to comply could result in investigations, enforcement actions, fines or other penalties, which may adversely affect the Issuer's operations, reputation and financial performance. Moreover, future regulatory changes or additional

requirements could further increase compliance costs or limit the Issuer's ability to provide certain services or enter certain markets, potentially affecting its profitability and growth prospects.

- **Owners rely on the Issuer to arrange for the acquisition, storage and insurance of the Emeralds, and any mistakes could negatively impact the market value of the Co-Ownership Interests.**

  The Issuer is responsible for arranging for the acquisition, storage and insurance of the Emeralds (in accordance with any instructions of Owners pursuant to the Management Guidelines). If the Issuer fails to perform these tasks effectively—whether due to poor decision-making, market fluctuations, operational challenges or any other reason—the market value of the Co-Ownership Interests could be adversely affected. Additionally, unforeseen losses could reduce investor confidence and impact the long-term viability of the Co-Ownership Interests.

- **The Issuer relies on a limited number of suppliers to obtain emeralds, and replacing such suppliers may be challenging.**

  The Issuer depends on a small group of suppliers to acquire emeralds. If any of these suppliers are unable to fulfill their obligations, the Issuer may face difficulties in sourcing the required Emeralds. Finding alternative suppliers may be challenging due to factors such as the specialized nature of the emerald market, the quality requirements for the gemstones, or the potential for disruptions in supply. Any disruption in the supply chain could affect the Issuer's ability to maintain the Emeralds, which may, in turn, negatively impact the value and stability of the Co-Ownership Interests.

- **The Issuer may be targeted by hackers who disrupt the Issuer's operations by stealing data or using computer viruses that harm the business of the Issuer.**

  The Issuer faces ongoing cybersecurity threats, including hacking attempts, data breaches, and malware attacks. A successful security breach could result in the theft of proprietary information, misappropriation of crypto-assets, or disruptions to the Issuer's operations and services. Malicious software or cyberattacks could

compromise the Issuer's internal systems or those of its customers and suppliers, potentially rendering networks inaccessible or disrupting critical functions.

Despite the security measures in place, they may prove inadequate to prevent cyber threats. The Issuer may need to allocate significant resources to strengthen its cybersecurity infrastructure, mitigate the effects of an attack, or recover from operational disruptions. Additionally, an actual or perceived data breach—regardless of whether it directly affects the Issuer's services—could damage market perception and erode trust among Owners. Given the evolving nature of cyber threats, attacks may be difficult to anticipate or prevent, posing an ongoing risk to the Issuer's business and the security of the Tokens.

- **The Issuer was recently established and has a limited operating history, and there is no assurance that it can operate its business model profitably or at scale. If the Issuer's assumptions in the business model do not prove to be right, it may never successfully build up its business.**

  The Issuer was established on 27 December 2024 and has a limited operating history. The company has only begun to implement processes and hierarchies for a sustainable division of work. It cannot be predicted whether the planned business activities can be implemented as planned and operated profitably. If the Issuer's assumptions in the business model do not prove to be right, it may never successfully build up its business.

  Particularly in the early stages of the Issuer, purchasers are reliant on the Issuer's ongoing ability to develop the Token as envisioned. Failure to effectively execute the business model or to manage unforeseen costs and obstacles could have a material adverse effect on the Issuer's business, operating results and financial condition.

- **The Issuer has a small team and is dependent on key personnel.**

  The Issuer operates with a small team, making it highly dependent on the skills, experience, and contributions of its key personnel. The specialized knowledge and expertise of these individuals are essential for the company's ongoing development, strategic planning, and day-to-day operations. The loss of any of these key team members—whether due to resignation, illness, or other unforeseen circumstances—

could have a significant adverse effect on the Issuer's ability to achieve its business objectives and execute its strategy effectively.

I.3 Crypto-Assets-Related Risks

– **A transfer of Tokens does not in itself constitute a valid transfer of Co-Ownership Interests, which may lead to discrepancies between holders of Tokens and the legal Owners of Co-Ownership Interests.**

By participating in this public offer, purchasers acquire Co-Ownership Interests in physical Emeralds stored in a bonded warehouse in Switzerland. Purchasers also receive Tokens, which serve as (i) a proof of purchase similar to a digital sales receipt (*Kassenbon*), and (ii) an instruction to the Custodian to hold the Emeralds on behalf of the Tokenholder.

While Co-Ownership Interests are freely transferable, such transfers must comply with the formal requirements under Swiss property law. Specifically, a legally valid transfer requires both a valid legal agreement (*Titel*) and a proper mode of transfer (*Modus*), which in the case of indirect possession is typically effected through a *Besitzanweisung* (instruction to the Custodian).

Accordingly, a mere blockchain-based transfer of Tokens—without the underlying legal agreement and required formalities—does not constitute a legally effective transfer of the Co-Ownership Interests. As a result, persons may hold Tokens without holding the corresponding legal rights to the Emeralds, potentially exposing them to legal uncertainty or disputes.

For example, if a Tokenholder transfers Tokens to another person via a blockchain transaction—whether by sale, gift, or otherwise—without simultaneously executing a legally valid transfer of the Co-Ownership Interests under Swiss law, the recipient of the Tokens will not become the legal co-owner of the Emeralds. Although the new Tokenholder may believe they have acquired rights to the Emeralds, in the eyes of Swiss law, the original Tokenholder may still be deemed the legal Owner of the Co-Ownership Interests.

These situations may result in disputes over ownership, delays in processing redemptions, or even the complete loss of legal entitlement to the Emeralds.

Tokenholders should therefore ensure that any intended transfer of Tokens is accompanied by the necessary legal formalities to effect a valid transfer of the corresponding Co-Ownership Interests under Swiss law.

- **The value of the Tokens is not linked to the value of the Emeralds. Their market value, if any, may be purely speculative and may fluctuate or disappear entirely.**

  The Tokens issued in connection with this public offer function serve as (i) a proof of purchase similar to a digital sales receipt (*Kassenbon*), and (ii) an instruction to the Custodian to hold the Emeralds on behalf of the Tokenholder.

  Any market value that may be attributed to the Tokens may depend entirely on third-party perceptions, supply and demand dynamics, and speculative interest. This perceived value could be highly volatile, influenced by factors such as market sentiment, trading activity (if any) or regulatory developments.

  If market participants cease to assign value to the Tokens—whether due to lack of liquidity, negative publicity, or a decline in confidence—the Tokens may become illiquid or worthless. As a result, Tokenholders may be unable to sell their Tokens at a meaningful price, or at all.

- **The Tokens are issued are issued in connection with the sale of co-ownership (*Miteigentum*) in the Emeralds, which may expose holders to risks associated with co-ownership; neither the Issuer nor the Custodian are co-owners or asset managers.**

  Purchasers acquire indirect possession (*mittelbarer Besitz*) and pro rata co-ownership interests in the Emeralds (*modifiziertes und labiles Miteigentum*), meaning that they hold undivided shares of the Emeralds. As co-owners, Owners are subject to the legal and operational risks associated with joint ownership under Swiss law, including limited individual control, reliance on collective decision-making, and the potential for conflicts among co-owners regarding the use, management, or disposition of the Emeralds.

  Importantly, neither the Issuer nor the Custodian are co-owners of the Emeralds, nor do they act as managers of the co-ownership structure. The Issuer merely facilitates the initial sale and provides administrative support relating to the acquisition, storage

and insurance of the Emeralds. The Custodian merely holds the Emeralds in custody. Neither party exercises discretionary powers over the Tokens or the Emeralds nor manages them on behalf of the Owners. Such powers are retained exclusively by Owners.

In the event of disputes, Owners may face legal uncertainty, delays in realizing the value of their interests, or impairment of their co-ownership rights.

- **Owners rely on the Custodian for the storage of the Emeralds, and replacing the Custodian may be challenging.**

  Owners depend on the Custodian, a third-party bonded warehouse operator, to securely store the Emeralds. If the Custodian fails to perform its obligations, experiences financial or operational difficulties, or terminates its agreement with the Issuer, finding a suitable replacement may be difficult, time-consuming or costly. In such a case, Owners would need to reach a consensus on a new operator through the voting mechanism set out in the Management Guidelines.

  During any interim period in which storage arrangements are disrupted or unsettled, the physical security, insurance coverage or accessibility of the Emeralds could be impaired. Such disruption could materially affect Owners' confidence in the custody arrangements and could adversely impact the value, transferability, or perceived reliability of the Co-Ownership Interests.

- **Difficulty in reaching consensus among Owners may delay or prevent key decisions regarding the Emeralds.**

  Decisions relating to the management, custody or other matters affecting the Emeralds, including the replacement of the Custodian, require a simple majority of the votes cast in accordance with the Management Guidelines. Achieving such consensus may be difficult due to differing interests or levels of engagement of Owners.

  If Owners are unable to reach the required level of agreement within a reasonable time, decisions critical to the ongoing safekeeping, administration, or disposition of the Emeralds may be delayed or not made at all. Such governance deadlock could hinder the ability to respond promptly to operational issues, regulatory developments or emergencies affecting the storage or value of the Emeralds. In turn, prolonged

indecision or inaction could adversely affect the security, liquidity and overall value of the Co-Ownership Interests.

- **Token transfers without accompanying legal formalities may be ineffective under Swiss law.**

  While Tokens can be freely transferred on the blockchain, such transfers do not constitute a legally valid transfer of the underlying Co-Ownership Interests under Swiss property law. A valid transfer requires both a legal title (typically a valid agreement) and the proper mode of transfer (in this case, a *Besitzanweisung*, or instruction to the Custodian). Tokenholders may mistakenly believe they have acquired legal rights by receiving Tokens on-chain, when in fact they do not hold any enforceable claim to the Emeralds. This legal disconnect may result in disputes, failed redemption requests, or total loss of economic exposure for the transferee.

- **The Tokens may be subject to high volatility, which could lead to significant price fluctuations and financial losses for Owners.**

  The crypto-asset market is historically known for its extreme volatility, and the Tokens may be subject to similar price swings. Various factors, including market sentiment, regulatory changes, technological developments, and macroeconomic events, can cause rapid and unpredictable fluctuations in the Tokens' market value. Additionally, the volatility of the Tokens could be magnified by low liquidity, speculative trading, and external market forces, making it difficult for Owners to predict or manage their exposure. Owners may experience substantial financial losses if the market value of the Tokens declines sharply or if they are unable to sell or liquidate their holdings at a favorable price.

I.4 Project Implementation-Related Risks

- **The recent implementation of MiCAR may lead to an influx of similar tokens, increasing market competition.**

  MiCAR is a newly introduced regulatory framework, and its implementation may encourage the issuance of numerous tokens with similar features to the Tokens. As a result, a large number of competing token offerings could enter the market around the same time, potentially saturating investor demand and reducing differentiation

between projects. This increased competition may impact the adoption, liquidity, and market value of the Tokens, making it more challenging for the Issuer to attract and retain purchasers. Additionally, regulatory uncertainties in the early stages of MiCAR's application could create unforeseen compliance or operational challenges.

- **The Issuer may issue multiple gem-related tokens, which could increase competition and impact demand.**

  The Issuer may issue additional tokens in connection with the sale of co-ownership in different types of gemstones. If multiple gem-related tokens are issued, they may compete for investor interest and liquidity, potentially reducing demand for the Tokens. This competition could affect the market value, tradability, and overall attractiveness of the Tokens. Additionally, the Issuer's resources and management attention may be divided among multiple projects, which could impact the effectiveness of portfolio management and operational oversight.

- **Physical delivery of Emeralds may be delayed or prevented due to regulatory or logistical constraints.**

  Although Purchasers have the right to request physical delivery of their pro-rata Emeralds, the effective execution of such deliveries may be hindered by various factors, including customs restrictions, export or import regulations, logistical issues, or third-party service provider limitations. All delivery-related costs, risks, and coordination efforts are borne solely by the Purchaser. In-person collection at the bonded warehouse is explicitly excluded. In extreme cases, these constraints may prevent physical access to the underlying assets indefinitely, impacting the real-world utility and value of the Co-Ownership Interests.

I.5 Technology-Related Risks

- **Purchasers may lose access to their Tokens if they use an incompatible wallet or lose their private key.**

  Transaction requests on the Avalanche blockchain are confirmed only if they are properly authorized using digital signatures. Each transaction must be cryptographically signed with the private key associated with the originating address.

Since each address has a unique private key, possession of this key is crucial for accessing and managing the Tokens.

If purchasers do not have access to the private key for the wallet address where the Tokens are held, they will be unable to access, manage or transfer their Tokens. The same applies if the private key is lost—such Tokens will become permanently inaccessible. The Issuer has no ability to recover lost private keys or restore access to affected Tokens.

In addition, if purchasers use wallet software that does not support the Tokens, they may receive the Tokens but might not be able to view, manage or transfer them. In such cases, purchasers would need to import their wallet address into a compatible wallet software to regain full functionality over their Tokens.

- **Smart contract errors on the Avalanche blockchain could lead to failed transactions and potential losses for purchasers.**

  The Tokens are managed by a smart contract on the Avalanche blockchain, which autonomously executes predefined functions. In addition to storing transaction data and verifying new transaction requests, the Avalanche blockchain enables the decentralized execution of smart contracts. These contracts operate based on their programmed logic, and any transactions or modifications they make to the blockchain are permanently recorded.

  If programming errors exist within the smart contract or if unforeseen vulnerabilities arise in the Avalanche blockchain itself, transactions may fail or behave unpredictably. Such failures could result in purchasers being unable to transfer, access, or use their Tokens, potentially leading to substantial financial losses. Additionally, since blockchain transactions are irreversible, any errors or exploits in the smart contract cannot be undone or corrected by the Issuer.

- **The Avalanche blockchain may face scaling challenges as user and transaction volumes increase, leading to higher fees and slower transaction processing times.**

  As the number of users and transaction volume on the Avalanche blockchain grows, the system may encounter scalability issues. These challenges could result in slower transaction processing times, making it more difficult for users to execute transactions

in a timely manner. Additionally, increased demand on the network may lead to higher transaction fees, as users compete to have their transactions processed quickly. These issues could affect the overall usability of the blockchain, potentially discouraging participation and increasing costs for Owners. If the network's scalability is not adequately addressed, the value of the Tokens could be negatively impacted.

- **Blockchain forks could create uncertainty and affect the value and functionality of the Tokens.**

  A blockchain fork occurs when a blockchain splits into two separate chains, often due to disagreements within the network's community or technical issues. Forks can result in two versions of the blockchain, potentially leading to discrepancies in the transaction history or even the creation of duplicate assets. In the event of a fork, Owners may face uncertainties regarding which version of the blockchain to follow, and the value or functionality of their Tokens could be impacted. Additionally, a fork may cause market confusion, reduce liquidity, or introduce additional risks, as the blockchain network may need to undergo significant updates or changes to resolve the fork.

- **All transactions on the Avalanche blockchain, including Token transactions, are publicly recorded and stored indefinitely. Purchasers may be unable to manage their Tokens anonymously. The ability for the public to link a purchaser's identity with their wallet address may negatively affect purchasers as well as the value of the Tokens.**

  Every Token transfer on the Avalanche blockchain is publicly recorded and stored permanently, creating a transparent transaction history that is accessible to anyone. Blockchain transactions are decentralized, meaning they are validated by a network of nodes, and once recorded, the data cannot be altered using current technology. While the blockchain provides a high level of security, it does not offer true privacy. Each transaction includes the source and destination addresses, which are alphanumeric strings that, while initially pseudonymous, can be linked to individual identities under certain circumstances.

  As the blockchain's transaction history is permanent and publicly accessible, once an address is connected to a specific person, all associated transactions become

traceable. This may lead to concerns regarding privacy, as the identity of purchasers could be exposed. The ability for the public to trace a purchaser's identity and transaction history could negatively impact purchasers' privacy, as well as the perceived value of the Tokens, particularly in contexts where confidentiality or anonymity is important.

I.6 Mitigation Measures

The following measures have been implemented to mitigate the technology-related risks described in Part I.5 above:

- The Avalanche blockchain has undergone numerous security audits (see field H.9).
- In the event that Tokens are lost due to technical issues or user error, the smart contract governing the Tokens includes the functionality to cancel the lost Tokens and issue replacements.

PART J - INFORMATION ON THE SUSTAINABILITY INDICATORS IN RELATION TO ADVERSE IMPACT ON THE CLIMATE AND OTHER ENVIRONMENT-RELATED ADVERSE IMPACTS

J.1 Mandatory Information

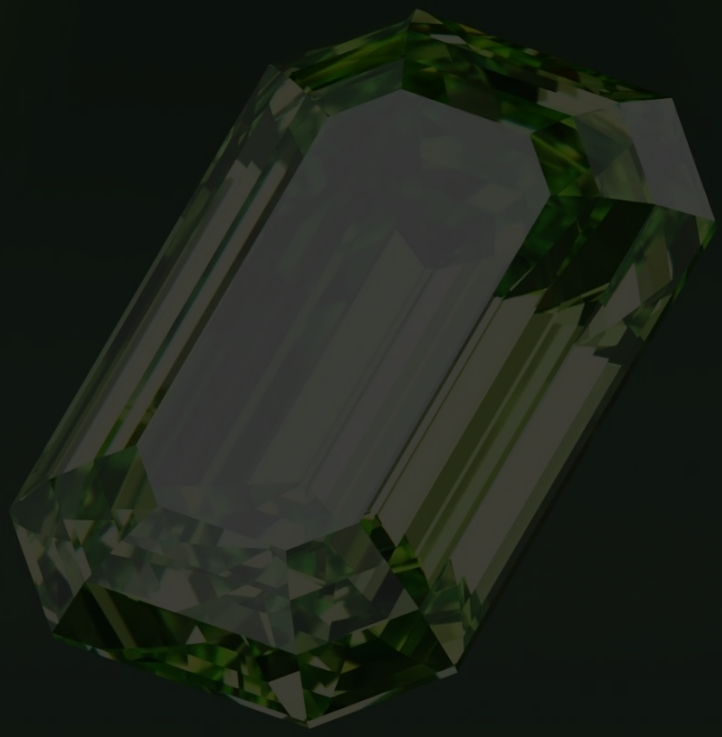
General Information	
S.1 Name	GEMx AG
S.2 Relevant Legal Entity Identifier	529900487EHBGI16LJ92
S.3 Name of the Crypto-Asset	EmGEMx Switzerland Token
S.4 Consensus Mechanism	Avalanche Consensus
S.5 Incentive Mechanisms and Applicable Fees	See field H.5.
S.6 Beginning of the Period to Which the Disclosure Relates	2023-06-01
S.7 End of the Period to Which the Disclosure Relates	2023-06-01
Mandatory Key Indicator on Energy Consumption	
S.8 Energy Consumption	469,802.39 kWh per calendar year
Sources and Methodologies	
S.9 Energy consumption sources and methodologies	Crypto Carbon Ratings Institute, *Report on Energy Efficiency and Carbon Footprint of PoS Blockchain*

	Networks and Platforms: PoS Benchmark Study 2023, at 27 (October 2023). A description of the methodology used to calculate the energy consumption in field S.8 can be found starting on page 25 of the Report.

J.2 Supplementary Information

Pursuant to Art. 4 (2) of the draft regulatory technical standard specifying the content, methodologies and presentation of information in respect of sustainability indicators in relation to adverse impacts on the climate and other environment-related adverse impacts, supplementary information on the principal adverse impacts on the climate and other environment-related adverse impacts of the consensus mechanism is not required because the yearly energy consumption as reported in field S.8 does not exceed 500,000 kWh.





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EmGEMx

Switzerland Token

Terms and Conditions

Version 1.4 | 13.10.2025

Annex 1

Terms and Conditions

GEMx AG

Version 1.4

applicable as of 13.10.2025

1. SUBJECT MATTER AND DEFINITIONS

1.1. These terms and conditions ("**Terms and Conditions**") shall govern the contractual and legal relationship between GEMx AG, Bundesstrasse 5, 6300 Zug, Switzerland ("**GEMx**" or "**Issuer**") and co-owners of Emeralds (as defined below).

1.2. The Terms and Conditions shall apply to:

a) Persons having successfully registered as clients on the GEMx Platform (as defined below, each a "**Client**"); and

b) Persons having acquired Tokens from persons other than the Issuer (each a "**Transferee**").

1.3. GEMx, Clients and Transferees are jointly referred to as the "**Parties**".

1.4. For purposes of these Terms and Conditions the following definitions apply:

"**Client**" means a person or an institution registered on the GEMx platform in accordance with these Terms and Conditions who acquires co-ownership interests from GEMx.

"**Custodian**" means BTV & SGS AG, Frachtstrasse 17, 8058 Zürich-Flughafen, Switzerland.

"**Emerald Standard Unit**" or "**ESU**" means the number of units assigned to each Emerald, as further specified in Section 5.1.

"**Emeralds**" means physical gemstone emeralds held in global custody with the Custodian.

"**GEMx Platform**" means the online platform on which Emeralds are offered to Clients, operated by GEMx and accessible at: https://www.gemx.ag.

"**Grade**" means the classification assigned to an Emerald based on its characteristics such as color, clarity, cut and carat, treatment and origin.

"**Issuer**" means GEMx AG, Bundesstrasse 5, 6300 Zug, Switzerland.

"**Minimum Delivery Amount**" shall mean the minimum quantity of Emeralds with a value of CHF 100'000.00. Clients and Transferees understand and acknowledge that the Issuer has the right to change the Minimum Delivery Amount from time to time.

"**Settlement Date**" means the date on which the Token is issued to the Client or a third party designated by the Client.

"**Standard Portfolio**" means the composition of Emeralds delivered upon delivery of Tokens in accordance with Section 8, allocated based on percentage of carat volume as follows:

- Grade 4: 20%
- Grade 5: 20%
- Grade 6: 30%
- Grade 7: 20%
- Grade 8: 10%

"**Token**" means the EmGEMx Token.

"**Tokenholder**" means a person or an institution having control (*Verfügungsmacht*, Article 973d para. 2 no. 1 Swiss Code of Obligations [CO]) over a Token (i.e., holder of the private key), including any Client acquiring Tokens from the Issuer and any Transferee, as the case may be.

"**Transferee**" means a person or an institution acquiring Tokens from a Client or a previous Transferee in accordance with these Terms and Conditions and the Registration Agreement (see Section 4).

"**U.S. Person**" means any person defined as a U.S. person under applicable U.S. law and regulation.

"**U.S. Terms Overlay**" means the jurisdiction specific provisions applicable to U.S. Persons set out in Section 11 (United States Overlay).

2. GEMX PLATFORM AND ACCOUNT

2.1. Access to the GEMx Platform

2.1.1. The GEMx Platform is owned and operated by GEMx. Access to and use of the website(s) and/or system(s) is provided to Clients on the condition that Client accepts these Terms and Conditions, and by accessing or using the website(s) and/or system(s) Client agrees to be bound by these Terms and Conditions. If Client does not agree to accept and be bound by these Terms and Conditions, Client should not access or use the website(s) and/or system(s).

2.1.2. Clients are granted a non-exclusive, non-transferable, revocable license to access the GEMx Platform (including the use of any hardware, software, APIs, systems, services and/or communications links provided by GEMx at any time as part of the GEMx Platform) subject to these Terms and Conditions. Licenses do not include the right to sub-license.

2.1.3. For the avoidance of doubt, the GEMx Platform and the GEMx Account are neither a digital token wallet nor a wallet and should not be construed as such. GEMx will never require or store private keys for Tokens owned by any third party.

2.1.4. GEMx endeavours to provide access to the GEMx Platform at all times, unless the GEMx Platform or any related system(s) is undergoing maintenance or there exists a technical fault.

2.1.5. Clients acknowledge that, to the maximum extent permitted by law, GEMx shall not be liable under any circumstances whatsoever for any damages whatsoever for any direct, indirect, incidental, consequential or other loss or damage suffered by you howsoever, through the use and/or implementation of the GEMx Platform. Please also note Section 9.4.

2.2. Account Registration

2.2.1. In order to purchase co-ownership interests in the Emeralds, Clients must register on the GEMx Platform and open an account with the Issuer ("**GEMx Account**").

2.2.2. In order to open a GEMx Account the Client is required to submit certain information. Additional information and documents may be required in order to verify the Client identity and assess business risk, such as the date of birth or incorporation, incorporation and constitutional documents, government-issued identification, and proof of address. In certain circumstances, source of funds or source of wealth information will be asked. GEMx reserves the right, to be exercised in full discretion, to reject any account registration or to later close a GEMx Account, if a Client does not provide accurate, complete, or satisfactory information, or if Clients are deemed a business or compliance risk.

2.2.3. Client agrees that GEMx may, at its sole discretion, limit, suspend or cancel the Client's ability to transact with GEMx as a result of default in payments or the Client's breach of these Terms and Conditions.

2.2.4. Client further agrees that where GEMx has decided to limit, suspend or cancel the Client's ability to transact through the GEMx platform, to the maximum extent permitted by law, GEMx shall not be liable under any circumstance whatsoever for loss or damage to the Client.

3. EMGEMX TOKENS

3.1. EmGEMx Tokens are issued and transferable on a distributed ledger (i.e., Avalanche blockchain; https://www.avax.network/) (the "**Token**"). For U.S. Persons, the Tokens evidence a purchaser's commodity style co ownership interest in Emeralds and related custody/bailment; they are not issued or intended as an "investment contract," "note", "stock", or other "security" under U.S. federal or state securities laws and confer no rights to dividends, revenue share, profits, or governance.

3.2. Tokenholders may use Chainlink Cross-Chain Interoperability Protocol (CCIP) and Chainlink Transporter Bridge to transfer Tokens between the Avalanche blockchain and Ethereum, as well as other Blockchains that will be added in the future. All supported Blockchains will be listed on the website of EmGEMx: https://gemx.ag. GEMx does not own or control the underlying software protocols or technology which governs the operation of the Chainlink Bridge (Transporter) and the use of CCIP and the Bridge is at the risk of the token holders and GEMx hereby excludes any liability (see Section 10.3.2). More information about CCIP can be found at: https://chain.link/cross-chain More information about Transporter can be found here: https://www.transporter.io/. Cross chain portability does not alter the legal content of the Token or create any profit, dividend, or governance rights.

3.3. Tokens have 8 decimal points of precision, 0.00000001 is the smallest possible unit of a Token.

3.4. Upon purchase, Clients shall acquire indirect possession (*mittelbarer Besitz*) and pro rata co-ownership interests in the Emeralds (*modifiziertes und labiles Miteigentum*). Purchasers shall also receive Token(s) as a form of receipt and instruction only instrument in relation to the purchase and custody. The Token has no independent claim on any profits or income of the Issuer and confers no voting, governance, or managerial rights in the Issuer. Transfer of the Token in accordance with the blockchain on which the Token is based shall serve as an instruction to the Custodian to possess the Emeralds on behalf of another party (*Besitzanweisung*).

3.5. The co-ownership interest of a Client shall be determined by dividing the number of ownership fractions (indicated through the amount of Tokens held) by the total number of co-ownership shares (indicated by the total amount of Tokens in circulation under these Terms and Conditions).

3.6. Clients may transfer their co-ownership interest at any time without limitations to another person (Transferee) without the consent or the cooperation of any other Client or the Issuer. A transfer of Tokens transfers only the related co-ownership interest and does not create any right to profits from the Issuer's efforts; any value change reflects market conditions for Emeralds rather than services performed by the Issuer.

3.7. Smart Contract Amendments

3.7.1. The smart contract governing the issuance and functionality of the Token is designed to be upgradable, meaning that the smart contract may be modified, altered, or replaced by the Issuer, if regulatory, legal, compliance or security requirements necessitate such changes.

3.7.2. By acquiring, holding, or transferring Tokens, Tokenholders acknowledge and agree that:

a) The Issuer retains the limited discretion to upgrade, amend, or replace the smart contract exclusively for legal, regulatory, compliance, security, or operational integrity reasons, and not to manage Token price, provide returns, or otherwise affect economic exposure.

b) Such modifications may impact the functionality, features, or rights associated with the Token, including, but not limited to, transferability, Token supply, or governance mechanisms.

c) The Issuer will make reasonable efforts to notify Tokenholders of any smart contract upgrades or modifications.

d) The Issuer shall not be held liable for any losses, claims, or damages arising from smart contract upgrades or modifications made in compliance with legal or regulatory requirements.

3.8. Restricted Wallet Addresses

3.8.1. The smart contract governing the Token includes a block feature, which allows the Issuer to restrict (blocklist) certain wallet addresses from transacting with or holding the Token. This functionality is implemented to comply with regulatory requirements, prevent illicit activities, and ensure the integrity of the Token ecosystem.

3.8.2. By acquiring, holding, or transferring the Token, Tokenholders acknowledge and agree that:

a) The Issuer reserves the right to blocklist wallet addresses at its sole discretion, including but not limited to cases of suspected fraud, money laundering, sanctions compliance, or regulatory enforcement.

b) Wallets on the blocklist will be unable to transfer, receive, or interact with the Token until further notice or unless removed from the blocklist by the Issuer.

c) The Issuer is not obligated to provide prior notice before blocklisting a wallet address, but reasonable efforts may be made to communicate with affected Tokenholders where appropriate.

d) Tokenholders are responsible for ensuring their compliance with applicable laws and regulations to avoid being subject to the blocklist.

e) The Issuer shall not be held liable for any losses, claims, or damages arising from the enforcement of the blocklist, including but not limited to frozen or inaccessible assets.

f) The blocklist functionality is a compliance safeguard (e.g., AML/CFT/sanctions) and shall not be used to influence market value, allocate economic benefits, or otherwise manage investor returns.

3.9 The Issuer acknowledges that persons holding co-ownership interests in the Emeralds are Co-Owners as set out in the Issuer's Guidelines for the Exercise of Co-Owners' Ownership Rights and Obligations.

4 REGISTRATION AGREEMENT

4.1. On Settlement Date the Issuer shall issue ledger-based securities (*Registerwertrechte*) in accordance with Article 973d seq. CO in the form of digital tokens. Each ledger-based security shall be represented by one Token. For the avoidance of doubt, references to "securities" or "ledger-based securities (Registerwertrechte)" reflect Swiss law terminology only and do not characterize the Tokens as "securities" for purposes of U.S. federal or state securities laws.

4.2. These Terms and Conditions shall qualify as registration agreement within the meaning of Article 973d para. 1 CO. The Parties acknowledge and agree to the issuance of ledger-based securities in the form of Tokens. Information regarding the interests acquired by Clients, their rights and obligations, the transfer of Tokens, the operation of the tokenization platform and the measures taken to ensure the integrity and the ongoing operation of the securities registry are set forth in ANNEX 1.

5. EMERALDS

5.1. Valuation of Emeralds

5.1.1. The Emeralds are parceled into "**Lots**", each containing an individual quantity of carats of Emeralds.

5.1.2. The Issuer will assign each Lot a Grade. As each Lot contains individual gemstones of varying quality, the quality of each Lot will be an average.

5.1.3. Based on the assigned Grade, the Issuer shall allocate Emerald Standard Units to each Lot. More information can be found under the following link: https://www.gemx.ag

5.1.4. The Emerald Standard Unit assigned to each Lot will be fixed and will not change thereafter.

5.2. Custody of Emeralds

5.2.1. The physical emeralds that are to be held in global custody with the Custodian are held for the account and pro rata co ownership of the Clients on Settlement Date. On Settlement Date, each Client's pro rata co ownership in identified Emerald Lots vests and is recorded; the Custodian acknowledges it holds such Emeralds as bailee for the co-owners. The Issuer and Custodian shall maintain client level records sufficient to evidence each Client's pro rata co ownership and to facilitate physical delivery on demand (subject to the Minimum Delivery Amount).

5.2.2. Not later than on Settlement Date the Issuer shall transfer possession of the Emeralds to the Custodian. The Custodian shall hold the Emeralds in collective custody (*Sammelverwahrung*) in a safe and secure facility in Switzerland ("**Vault**"). The Custodian shall have direct possession (*unmittelbarer Besitz*) of the Emeralds unless otherwise provided in these Terms and Conditions.

5.2.3. The Client is entitled at any time to demand from the Custodian physical delivery of the pro-rata part of the Emeralds corresponding to his co-ownership interest as determined in accordance with Section 3.4 without the consent or the cooperation of any other Client or the Issuer, provided the Client's co-ownership interest corresponds to at least to an equivalent value of CHF 100'000.00. The value is calculated according to the ESU value published on the Issuer's website at the time the Delivery Request is made. The procedure for delivery is set out in Section 8. The Client agrees to pay for any handling and delivery costs (including, but not limited to, costs for transport, packaging, insurance, customs duties, taxes, etc.) which may be incurred in the course, and as a result, of the delivery.

5.2.4. The Issuer shall procure that the Custodian

a) keeps an inventory list of Emeralds held in collective custody for the benefit of Clients; and

b) documents any change in these holdings and makes this documentation available to the Issuer and Clients.

5.2.5. The Issuer shall procure that the Custodian has no right to dispose of the Emeralds. Subject to any charges securing the payment of custody fees owed to the operator of the Vault, the Issuer shall also procure that the Custodian does not pledge or otherwise encumber Emeralds held for the account and benefit of co-owners.

6. EMERALD PURCHASES

6.1. Clients may purchase Emeralds from GEMx in accordance with the remainder of this Section 6.

6.2. GEMx will display on the GEMx Platform the price for each co-ownership share ("**Applicable Sales Price**"). Clients understand that the Applicable Sales Price is subject to change at any time.

6.3. Clients may submit a purchase order with a minimum purchase amount of one (1) co-ownership share or as specified on the GEMx Platform. Any purchase order is subject to availability of sufficient Emeralds and to confirmation by GEMx.

6.4. Upon confirmation of a purchase, GEMx shall display the "**Total Purchase Amount**", which shall be the product of the number of co-ownership shares multiplied by the Applicable Sales Price. The accepted forms of payment and details are listed on the GEMx Platform.

6.5. Clients may not cancel a confirmed purchase order executed using the GEMx Account. However, GEMx may refuse or cancel any confirmed purchase order of any kind without prior notice in the event that:

a) GEMx is unable, for whatever reason, to procure any or adequate Emeralds to satisfy a purchase order due to causes beyond its control;

b) payment of the Total Purchase Amount is not received by GEMx;

c) the price is incorrect, for whatever reason, including but not limited to computer-related or technical problems or otherwise, pricing error, incorrect item descriptions; and/or

d) the purchase order is deemed questionable, suspicious or of significant risk to GEMx.

Any such decision made by GEMx is final and GEMx is not obliged to disclose the grounds of such decisions.

6.6. Upon completion of the payment GEMx shall mint and issue the number of Tokens purchased.

6.7. GEMx shall transfer the Tokens to the wallet address provided by the Client. The Client understands and acknowledges that GEMx does not provide custody or wallet services and will never hold private keys for, or in any way exercise control over, Client Tokens.

7. FEES

7.1. Owners of co-ownership shares shall pay the Issuer a monthly fee equal to 0.1 % of the total amount of, calculated as at the last calendar day of each calendar month ("**Fee**"). The Fee is a custodial/safeguarding cost recovery and is not linked to any profits, revenue, or performance of the Issuer or the Emeralds.

7.2. Owners of co-ownership shares acknowledge and agree that the Fee will be paid by the transfer of co-ownership of the co-owner's share of the Emeralds equal to the Fee from the holder to the Issuer by way of transfer indirect possession (*Besitzesanweisung*). Co-owners irrevocably authorize the Issuer, without requiring further instructions, to send such notification of transfer of indirect possession to the Custodian. Transfer of co-ownership constitutes fulfilment of co-owners' payment obligation for the respective Fee.

7.3. The Fee covers the safeguarding costs associated with the Emeralds (such as custody, audit and insurance costs), but does not cover VAT or other taxes, which shall be borne by the co-owners.

7.4. This Fee structure may be amended in accordance with Section 10.11.

8. PHYSICAL DELIVERY OF EMERALDS

8.1. Physical delivery of Emeralds can be requested by submitting a "**Delivery Request**" to GEMx via the GEMx Platform.

8.2 Deliveries shall be executed on a monthly basis for logistics only; constructive delivery and vesting of the Client's co ownership occur on Settlement Date. The specific delivery date will be published on the Issuer's website (https://www.gemx.ag). Delivery Requests must be placed no later than fourteen (14) days prior to the scheduled delivery date. Any orders submitted after this deadline will be processed in the following delivery cycle.

8.3 Co-owners agree that the Custodian may, at the sole discretion of the Custodian, refuse to process the Delivery Request, postpone it at a later date and/or time.

8.4. Client may request physical delivery of Emeralds if, and only if, the following conditions precedent (Article 151 CO) are cumulatively met:

a) Client has submitted a delivery request through the GEMx Platform;

b) Client is holding a number of Tokens equal or higher than the Minimum Delivery Amount or a multiple thereof and has delivered such Tokens to a specific wallet address indicated by GEMx; and

c) Client has paid any processing and handling fees as determined by GEMx.

8.5. If the co-owner is a Transferee, delivery may be requested, in addition to the requirements of Section 8.2, if the following conditions precedent (Article 151 CO) are cumulatively met:

a) the Transferee has successfully registered on the GEMx Platform, and

b) has successfully passed all requested due diligence checks (including, but not limited to, checks required under anti-money laundering/combating of terrorist financing and sanctions laws and regulations, sanctions).

8.6. Co-owners understand and acknowledge that GEMx has the right to refuse delivery of Emeralds if any of the conditions precedent set forth in Sections 8.4 and/or 8.5 are not satisfied, in particular if a co-owner is sanctioned or fails due diligence checks.

8.7. The co-owner will receive their pro-rata co-ownership interest in the Emeralds in the same composition (*Zusammensetzung*) as the Standard Portfolio.

8.8. Deliveries are subject to a "**Delivery Fee**", which will cover the costs of processing the Delivery Request and any third party costs incurred as a result of the Delivery Request. The Delivery Fee shall be determined by the Issuer and published on the GEMx Platform. Clients and Transferees understand and acknowledge that the Issuer has the right to change the processing and handling fees from time to time.

8.9. The delivery of the Emeralds shall be conducted by a delivery, as selected by the Issuer. The Issuer shall ensure that the shipment is insured up to a value of the ESU multiplied with the last value per ESU, covering loss or damage during transit. The risk of loss or damage shall transfer to the co-owner upon delivery confirmation. The co-owner shall be responsible for any applicable duties, taxes, or customs fees associated with the delivery.

9. CANCELLATION OF TOKEN

9.1. Without prejudice to the invalidation procedure set out in Article 973h CO, in the event of damage to or loss of a Token or private key by a Tokenholder, the Issuer shall have the right, but not the obligation, (i) to permanently freeze or burn the Tokens in question and (ii) to mint and issue new Tokens to replace the permanently frozen or burned Tokens.

9.2. The Tokenholder making the application is obliged to deposit a cash deposit with the Issuer in an amount to be determined by the Issuer to secure any adverse claims of a bona fide purchaser of the Token. The exchange of the Token does not constitute an increase in the total number of Tokens.

10. GENERAL PROVISIONS

10.1. REPRESENTATION AND WARRANTIES

By acquiring Emeralds, Tokens and/or using the GEMx platform, Clients represent and warrant that:

a) Client has read and understood these Terms and Conditions including its ANNEX 1;

b) Client is not acting in breach of any laws or regulations that is applicable to Client nor any company, trust or partnership upon whose instructions Client is acting;

c) Client has sufficient understanding of and experience with cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and Conditions and to understand the risk and implications of acquiring Tokens;

d) Client has obtained sufficient information about the Emeralds to make an informed decision to purchase, sell, transfer, receive or hold the Emeralds and the associated Tokens;

e) Client understands the Tokens evidence commodity style co ownership in Emeralds and do not entitle Client to any profits, dividends, revenue share, voting, or governance rights in the Issuer.

f) Client is not purchasing the Tokens with an expectation of profits derived from the Issuer's or any third party's managerial or entrepreneurial efforts.

g) Client is not a resident of, domiciled in, physically present, located in or registered under the laws of any jurisdiction that is the subject of sanctions, or any jurisdiction that has banned, prohibited restricted or unauthorized in any form the transfer of or transactions in token under its laws;

h) Client is in compliance with all anti-money laundering and anti-terrorism financing requirements, and that you have not engaged in any criminal activity (including tax crimes) or in any terrorism financing activity. Any and all funds, including cryptocurrency, used to purchase or acquire Emeralds are not derived from or related to any unlawful activities including money laundering and terrorist financing and you hereby agree that you will not use Emeralds to finance, engage in, or support any unlawful activities as defined by any government authority that you may be subject to;

i) Client understands and acknowledges that Client and not GEMx is the custodian of Tokens by virtue of the Client's control of the private key(s);

j) Client understands and acknowledges that any Token in a given address is controlled by a private key. If Client's private key is compromised or lost, Token in that address may be stolen or lost and otherwise unrecoverable. GEMx has no way to recover Tokens that are claimed to be lost or stolen;

k) Client is solely responsible for maintaining the security of private key(s) and GEMx bears no liability for lost, stolen, or compromised private key(s);

l) Clients obligations under these Terms of Service are legal, valid, binding and enforceable;

m) Client is of legal age, is of sound mind and has the capacity to enter into this Agreement;

n) Client is not insolvent and/or bankrupt;

o) all personal information that Client provides about itself is accurate and true to the best of Client's knowledge;

p) Client's bank account involved in this business relationship is valid, accurate, and is under its name;

q) Client's residential address is valid, and accurate; and

r) Client is the ultimate beneficial owner of the GEMx Account.

10.2. INDEMNIFICATION

Client agrees to indemnify GEMx, its affiliated and related entities, and any of its officers, directors, employees and agents from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind (including, without limitation, costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or incurred in connection with any claim, complaint, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises or relates to: (a) any actual or alleged breach of Client's representations, warranties, or obligations set forth in these Terms and Conditions; (b) Client's wrongful or improper use of the GEMx Platform or its services; (c) any other party's access or use of the services with Client's account information.

10.3. NO WARRANTIES

10.3.1. GEMX PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CLIENT'S USE OF THE SERVICES IS AT HIS OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEMX PROVIDES THE SERVICES WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT). WITHOUT LIMITING THE FOREGOING, GEMX DOES NOT WARRANT THAT THE SERVICES (AND OUR WEBSITE): WILL OPERATE ERROR-FREE OR THAT DEFECTS OR ERRORS WILL BE CORRECTED; WILL MEET CLIENT'S REQUIREMENTS OR WILL BE AVAILABLE, UNINTERRUPTED OR SECURE AT ANY PARTICULAR TIME OR LOCATION; ARE FREE FROM VIRUSES OR OTHER HARMFUL CONTENT.

10.3.2. THE TOKEN MAY BE COMPATIBLE WITH EXISTING THIRD-PARTY WALLETS, SOFTWARE OR TECHNOLOGY. GEMX DOES NOT GUARANTEE THE SECURITY AND/OR FUNCTIONALITY OF THESE THIRD-PARTY WALLETS, SOFTWARE OR TECHNOLOGY AND WILL NOT BE RESPONSIBLE FOR ANY LOSSES INCURRED DUE TO THE FAILURE OF THESE THIRD-PARTY WALLETS, SOFTWARE OR TECHNOLOGY.

10.4. LIMITATION OF LIABILITY

10.4.1. IN NO EVENT WILL GEMX BE LIABLE TO CLIENT OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE PLATFORM. IN NO EVENT WILL GEMX BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PLATFORM OR THE GEMX ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN.

10.4.2. IN NO EVENT WILL GEMX'S LIABILITY FOR ANY DAMAGES ARISING IN CONNECTION WITH THE SERVICES EXCEED THE FEES EARNED BY GEMX IN CONNECTION WITH CLIENT'S USE OF THE SERVICES DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY SWISS LAW.

10.4.3. FORCE MAJEURE. NEITHER THE CLIENT NOR GEMX WILL BE LIABLE FOR DELAYS IN PROCESSING OR OTHER NON-PERFORMANCE CAUSED BY SUCH EVENTS AS FIRES, TELECOMMUNICATIONS, UTILITY, OR POWER FAILURES, EQUIPMENT FAILURES, LABOR STRIFE, RIOTS, WAR, NATIONALIZATION, CONFISCATION, NONPERFORMANCE OF VENDORS OR SUPPLIERS, ACTS OF GOD, OR OTHER CAUSES OVER WHICH THE RESPECTIVE PARTY HAS NO REASONABLE CONTROL; PROVIDED THAT THE PARTY HAS PROCEDURES REASONABLY SUITED TO AVOID THE EFFECTS OF SUCH ACTS.

10.5. BLOCKCHAIN DISRUPTION EVENT

10.5.1. The Token is an ERC-20 token based on the Avalanche blockchain and bridged to other blockchains and GEMx does not own or control the underlying software protocols or technology which governs the operation of the Avalanche blockchain.

10.5.2. The underlying protocol rules of the blockchain, on which the Token is based, may change from time to time, resulting in more than one version of the blockchain (referred to as "**Fork**"). If a Fork occurs, Client acknowledges and agrees that GEMx shall have the right, at is sole discretion, to suspend any of the services, evaluate all forks, and, to make a determination, based on a number of factors, to support Token

on one, and only one, of the Forks. The Issuer may activate a token pause function that prevents transactions until it decides which Fork to follow.

10.5.3. Client understands that any failure, breakdown, or malfunction of the Token smart contracts and/or the underlying blockchain or any advances in cryptography or quantum computing could present risk to token and the GEMx Platform. If such a disruption event occurs, Client acknowledges and agrees that GEMx shall have the right, at its sole discretion, to suspend any of the services and initiate a one-to-one token swap of existing Tokens for new Tokens.

10.6. DATA PROTECTION

10.6.1. GEMx will at all times comply with all laws and regulations on data protection and privacy in accordance with the Swiss Data Protection Act and the European General Data Protection Regulation. Client consents to the collection of personal data by GEMx for the sole purpose of facilitating the provision of services under these Terms and Conditions.

10.6.2. The GEMx **Privacy Policy** can be found at the following link: https://www.gemx.ag/privacy-notice/

10.7 TAXES

Co-owners are solely responsible for determining whether the purchase of Emeralds, their potential appreciation or depreciation over time, the holding and transfer of the Token and/or any other action or transaction relating to these Terms and Conditions will have any tax consequences to the co-owner.

10.8. TERM AND TERMINATION

10.8.1. These Term and Conditions will enter into force on the date and time on which Client has successfully completed its registration on the GEMx Platform. These Term and Conditions will remain in full force and effect until terminated by GEMx or the Client in accordance with the remainder of this Section.

10.8.2. The Parties may terminate these Terms and Conditions at any time, with or without reason or cause, by giving notice in writing to GEMx.

10.8.3. Upon expiration or termination of these Terms and Conditions for any reason, GEMx will immediately cease accepting any new orders for the purchase of Emeralds but execute pending orders, provided purchase price payment has been received from Client.

10.8.4. Termination of these Terms and Conditions will not:

a) relieve either Party from its payment obligations hereunder;

b) relieve GEMx from its duties and obligations under Section 8;

c) restrict Client's right to transfer Tokens to a Transferee.

10.8.5. GEMx will maintain Client data and information in accordance with applicable laws and regulations and as described in its Privacy Policy.

10.8.6. The rights and obligations under these Terms and Conditions, which by their nature would reasonably continue beyond the expiration or termination of these Terms and Conditions will survive the expiration or termination of these Terms and Conditions. Without limiting the generality of the foregoing, the following sections will survive any termination or expiration of this Agreement: Section 8 (Physical Delivery) and Section 9.4 (Limitation of Liability).

10.9. SEVERABILITY

If any term, clause or provision of these Terms and Conditions is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms and Conditions.

10.10. ENTIRE AGREEMENT

These Terms and Conditions comprises the entire agreement between the parties with respect to your access and/or use of Emeralds, Tokens and the GEMx platform, the services, and the materials contained therein. These Terms and Conditions, together with GEMx's Privacy Policy, supersedes and replaces all prior understandings or agreements, written or oral, regarding such subject matter.

10.11. AMENDMENTS

GEMx reserves the right to amend these Terms and Conditions at any time. Any amendment shall be notified to Clients by publication on GEMx's Platform and shall be deemed approved within 30 days unless the GEMx Account is terminated by the Client.

10.12. GOVERNING LAW AND JURISDICTION

10.12.1. These Terms and Conditions and all claims of the Parties in connection with these Terms and Conditions shall be governed exclusively by Swiss substantive law, excluding international conventions to the greatest extent permissible and possible.

10.12.2. This section 10.12 shall qualify as a choice of the law governing the transfer of ledger-based securities in accordance with Article 145a Swiss Private International Law Act.

10.12.3. The place of performance and debt enforcement for a Client or Transferee with domicile or place of incorporation outside of Switzerland shall be Zug, Switzerland.

10.12.4. The exclusive place of jurisdiction for all types of proceedings shall be Zug, Switzerland.

11. UNITED STATES OVERLAY

Annex 1

11.1 *U.S. Non Security Statement*. For U.S. Persons, the Tokens are offered and sold as evidence of commodity style co ownership interests in Emeralds and related custody/bailment; they are not "securities" under U.S. federal or state law and confer no rights to dividends, revenue share, profits, or governance.

11.2 *No Liquidity Commitment*. Issuer does not commit to maintain any secondary market or to repurchase Tokens; any resale occurs, if at all, peer to peer and at market determined prices.

11.3 *Delivery*. Legal and constructive delivery/vesting occur on Settlement Date; physical delivery is available per Section 8.

11.4 *No Margin/Leverage*. Sales to U.S. Persons are fully paid; no margin, financing, or leveraged arrangements are offered.

Annex 1

Information pursuant to Article 973i Swiss Code of Obligations

EmGEMx Tokens are issued as ledger-based securities (*Registerwertrechte*) as defined in Articles 973d seq. Swiss Code of Obligations (CO). This document provides the information required by Article 973i CO regarding the legal content of the ledger-based securities and the mode of operation of the securities ledger.

U.S. law clarification: the term "ledger-based securities (Registerwertrechte)" is a Swiss law construct and shall not be construed to mean the Tokens are "securities" under U.S. federal or state law.

Unless otherwise defined in this ANNEX 1, all capitalized terms shall have the meanings ascribed to them in the Terms and Conditions.

Legal Content

The legal content of the EmGEMx Token is defined in Section 3 of the Terms and Conditions. According to Section 3.4, upon purchase of Emeralds, Clients shall acquire indirect possession (*mittelbarer Besitz*) and pro rata co-ownership interests in the Emeralds (*modifiziertes und labiles Miteigentum*). Purchasers shall also receive Token(s) as a form of receipt in relation to the purchase. The Tokens are issued as ledger-based securities (*Registerwertrechte*) within the meaning of Article 973d seq. CO in the form of digital tokens, issued and transferable on a distributed ledger. Each ledger-based security shall be represented by one Token.

The co-ownership interest of a Client shall be determined by the number of Tokens held by each Client in relation to the total number of Tokens issued under the Terms and Conditions.

The transfer of the EmGEMx Token serves as an instruction to the Custodian to possess the Emeralds on behalf of another party (*Besitzesanweisung*). Clients may transfer their co-ownership interest at any time without limitations to another person without the consent or the cooperation of any other Client or the Issuer.

All transactions on the Avalanche blockchain can be viewed here: https://avascan.info/.

Tokenholders may use supported bridges, such as Chainlink Cross-Chain Interoperability Protocol (CCIP and Transporter, to transfer Tokens between the Avalanche blockchain and Ethereum, as well as other Blockchains that will be supported in the future. All supported Bridges, Cross-Chain Protocols and Blockchains will be listed on the website of EmGEMx: https://gemx.ag. GEMx does not own or control the underlying software protocols or technology which governs the operation of the cross-chain communication and bridge and the use of these protocols and bridges is at the risk of the token holders. GEMx hereby excludes any liability (see Section 10.3.2). More information about cross-chain communication such as CCIP can be found at: https://chain.link/cross-chain More information about bridges such as Transporter can be found here: https://www.transporter.io/.

Mode of Operation of the Securities Ledger

The Token is an ERC-20 token on the Avalanche blockchain. Avalanche is a decentralized, open-source blockchain platform designed for high scalability, low transaction costs, and fast finality. It was developed by Ava Labs and launched in September 2020. The platform is known for its unique consensus mechanism and its ability to support multiple interoperable blockchains. Avalanche's native token is named AVAX (https://www.coingecko.com/de/munze/avalanche).

Avalanche operates using a **multi-chain framework** consisting of three core blockchains:

1. X-Chain (Exchange Chain)

- Purpose: Used for creating and exchanging assets like AVAX (Avalanche's native token).
- Consensus Mechanism: Uses the Avalanche Consensus Protocol for high-speed transactions.
- Function: UTXO based blockchain optimized for speed and efficiency.

2. C-Chain (Contract Chain)

- Purpose: Supports smart contracts and decentralized applications (dApps).
- Consensus Mechanism: Uses the Snowman Consensus Protocol, which is a key component of the Avalanche consensus mechanism.
- Function: Fully compatible with Ethereum Virtual Machine (EVM), allowing developers to migrate Ethereum-based applications.

3. P-Chain (Platform Chain)

- Purpose: Manages validators and Avalanche L1s.
- Consensus Mechanism: Uses the Snowman Consensus Protocol.
- Function: Allows the creation of custom, interoperable blockchains, helping developers launch their own networks with unique rules.

Annex 1

Avalanche uses a novel Proof-of-Stake (PoS) consensus model called the Snowman Consensus Protocol which is used for high-throughput, lightweight transactions (X-Chain) as well as smart contracts and blockchains requiring linear execution (C-Chain & P-Chain). Unlike traditional PoS models, Avalanche's consensus relies on random sampling and repeated sub-sampling of validator nodes. This ensures that transactions are quickly validated without requiring extensive computational power.

Risks Involved with the Avalanche Blockchain

While Avalanche is a highly innovative blockchain with some advantages, it also comes with certain risks and challenges. The following is a list with some of the key risks associated with the Avalanche ecosystem. The full risk disclosure section can be found here: https://www.gemx.ag/risks

1. Network Security Risks

- 51% Attack (Economic-Based PoS Attack): Avalanche uses a Proof-of-Stake (PoS) model, meaning validators stake AVAX to participate in the network. If a single entity or group controls more than 51% of the staked AVAX, they could manipulate transactions or disrupt the network.
- Sybil Attacks: Avalanche's consensus mechanism relies on repeated node sampling. If a malicious actor creates many fake validator nodes, they could influence transaction validation (although Avalanche mitigates this with stake requirements).

2. Smart Contract Vulnerabilities

- Exploits & Hacks: Like Ethereum, Avalanche supports smart contracts on its C-Chain (Ethereum-compatible). If developers write faulty or vulnerable contracts, hackers could exploit them, leading to stolen funds (as seen with some DeFi hacks).
- Bridge Security Risks: Avalanche allows cross-chain transactions through bridges like the Avalanche Bridge (AB). If these bridges have security flaws, they become prime targets for hackers (e.g., past bridge hacks on Ethereum & Binance Smart Chain).

3. Centralization Risks

- Validator Distribution & Influence: While Avalanche is more decentralized than some blockchains, a large percentage of AVAX is held by a few validators. If a small group of validators control most of the stake, they could have outsized influence over governance decisions.
- Node Requirements & Participation: To become a validator, one must stake 2'000 AVAX (~USD 40'000 at USD 20 per AVAX), which can be a high barrier for decentralization. This could lead to a concentration of power among wealthier participants.

4. Scalability & Performance Risks

- Network Congestion & High Fees: During periods of high usage, transaction fees on Avalanche can spike (similar to Ethereum but lower in general). Network congestion could slow down transactions if adoption continues growing rapidly.

5. Regulatory & Legal Risks

- Government Regulations & Compliance: Some regulatory authorities (like the SEC and China) have increased scrutiny on PoS networks. If governments classify AVAX as a security, it could impact trading, investment, or adoption.
- DeFi & Privacy Concerns: Many DeFi projects run on Avalanche, and regulators may introduce new laws affecting decentralized finance. Privacy-focused applications could face legal challenges in some jurisdictions.

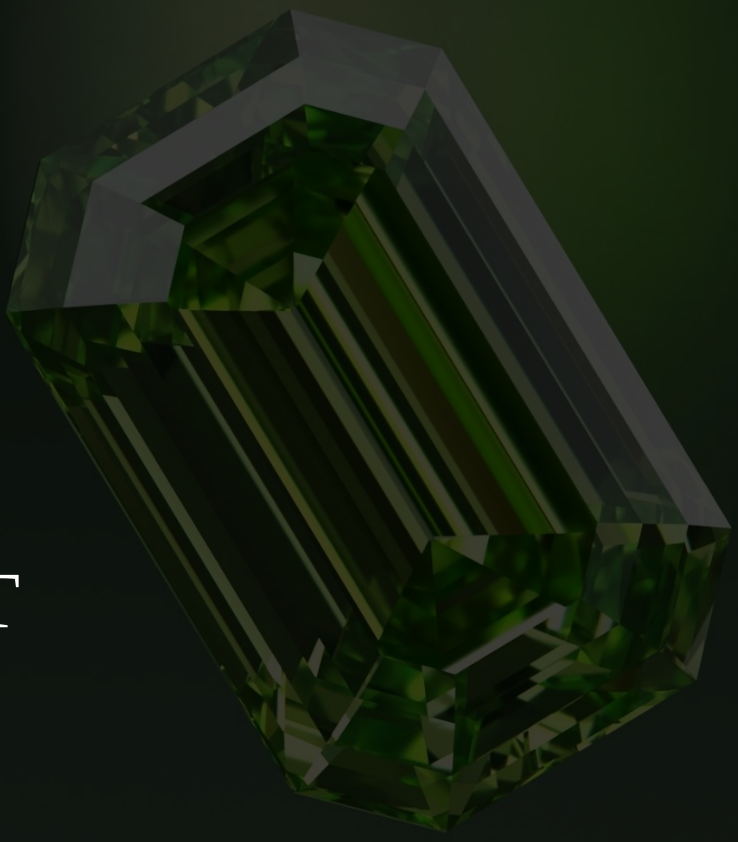
6. Market Risks & Price Volatility

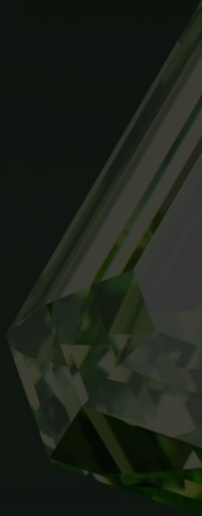
- AVAX Price Fluctuations: Avalanche's native token AVAX is subject to high volatility, like most cryptocurrencies. A significant price drop could discourage validators from staking, weakening network security.
- Liquidity & Adoption Risks: If Avalanche fails to attract developers and users long-term, liquidity on its DeFi platforms could dry up, reducing adoption. Competing blockchains (Ethereum 2.0, Solana, Polkadot) could take market share.

Conclusion: Is Avalanche Safe?

- Avalanche is generally considered a secure and efficient blockchain, but it is not without risks. These risks - security threats, centralization concerns, regulatory uncertainty, and price volatility - should be carefully considered by investors, developers, and users.

CONTACT





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GEMx AG (hereinafter "**GEMx AG**" or "**Issuer**")

Guidelines for the Exercise of Co-Owners' Ownership Rights and Obligations

Preamble

(A) GEMx AG is in the business of selling Co-Ownership Interests in Emeralds stored in a warehouse in Switzerland. In connection with the acquisition of Co-Ownership Interests, purchasers also receive Tokens, which serve as (i) a proof of purchase similar to a digital sales receipt (*Kassenbon*), and (ii) an instruction to a Custodian to hold Emeralds on behalf of the Co-Owner.

(B) Co-Owners retain all rights and obligations associated with their ownership in the Emeralds. These Guidelines—which have been adopted by GEMx AG board resolution—are intended to enable Co-Owners to exercise these rights and obligations.

1. Terms and Definitions

(1) Terms in capital letters in these Guidelines shall have the meaning assigned to them in the Issuer's Whitepaper relating to the public offer of EmGEMx Switzerland Tokens. These Guidelines shall therefore be read in conjunction with the Whitepaper.

(a) "Co-Owner" is any natural or legal person or association of persons that hold a Co-Ownership Interest in the Emeralds.

(c) "Measure(s)" are all operational matters relating to the daily management of the Emeralds; each Co-Owner has direct and ongoing power of decision over such Measures.

(2) Occasionally, terms are defined in the text of these Guidelines. Such defined terms are placed in parentheses and quotes in bold. The definition refers to the relevant phrases before the parenthesized expression. Terms defined in this way have the defined meaning throughout these Guidelines.

2. Implementation of a Voting System

Management shall procure and maintain a platform accessible via web browser (the "Platform"). The Platform shall be easy to use and shall have the functionality as discussed in these Guidelines. In particular, the Platform shall be used by Co-Owners (i) as tool to obtain information on the Measures put to vote, (ii) to conduct the actual voting, and (iii) to enable Co-Owners to discuss Measures and come to a consensus. The Platform in all of its functionality is hereinafter referred to as the "Voting System".

3. Information about the Voting System

(1) Management shall ensure that each Co-Owner has the opportunity to inform her- or himself about the possibility to participate in the Voting System. This information shall be available to Co-Owners on GEMx AG's website; also if a Co-Owner has obtained this status due to a secondary market

transaction, Management shall enable such Co-Owner to be informed about its right to participate in the Voting System.

(2) Management shall ensure that Co-Owners are informed about the Voting System and the Platform, and how to use either of those. To this end, Management shall:

(a) implement and maintain a subpage on GEMx AG's website where all necessary information about the Platform and the Voting System is provided; this subpage shall be easily accessible and shall be linked to directly from the main navigation menu on GEMx AG's website;

(b) ensure that the Platform is operated as a web based application or downloadable App accessible in the Apple App Store and the Android Marketplace; Management shall ensure that a link to the respective Platform is available on GEMx AG's website;

(c) inform potential Co-Owners by means that are commonly used, e.g., by posting adequate information in a respective Telegram channel, in a GEMx AG e-mail newsletter or the like.

(3) Management shall regularly investigate whether there are new means to inform Co-Owners as stated in paragraph (1). If Management deems additional information measures to be appropriate or necessary, e.g., because of a decline in voting participation, Management shall implement such additional information measures.

(4) The Platform and the Voting System shall be accessible by all Co-Owners.

4. Measures in the Voting System

(1) Management shall put to vote Measures relating to operational matters concerning the daily management of the Co-Owner's assets, which shall encompass in particular the appointment and control of the Custodian.

(2) The interface of the Platform shall enable Co-Owners to inform themselves appropriately about Measures that the Management has put forward for vote. The information to be provided shall be discussed below.

(3) The interface of the Platform shall allow all Co-Owners to communicate with one another, in order to form opinions and in order to enable Co-Owners who do not for themselves hold at least 5 percent of the votes or 1,000,000 tokens, to find other Co-Owners with similar interests.

(4) In any case, Management shall at all times ensure that the right of Co-Owners to direct and ongoing power of decision over all ordinary and extraordinary operational matters relating to the daily management of their Co-Ownership Interest is exercisable.

5. Information on Measures

(1) Management shall ensure that each Co-Owner is able to obtain through the Platform appropriate information material (the "Information Material") in order to make an informed decision on Measures that are put to vote. Co-Owners shall obtain Information Material themselves using the Platform.

(2) Information Material can comprise, *inter alia*, a summary of the intended Measure, documents such as draft agreements or calculations of the expected impact of the Measure. The exact extent of information to be provided is determined by the Measure it relates to and by the likely impact that a Measure has on the Co-Owners.

(3) Management shall provide Information Material in a data format which is (a) commonly used to assemble such material, and which can (b) easily be archived by any Co-Owner who has access to the Platform.

(a) Data Format: With respect to descriptive content such as summaries or drafts, Management shall use the PDF file format or another commonly used file format. In case that Management provides calculations, it shall provide such data in a form that is readable by a spreadsheet program such as the Excel-file format.

(b) Access: Management shall ensure that Information Material is accessible through the Platform for at least 18 months after a Measure has been proposed. During that time, Management shall also ensure that Information Material can be downloaded and or exported by Co-Owners to their respective devices.

(4) Management shall use the same principles in compiling Information Material it complies with when making an informed decision itself.

6. Voting Process in the Voting System

(1) In order to enable all Co-Owners to cast an informed vote, the following guidelines shall be observed by Management:

(a) All votes shall be cast in a time span of 24 hours at the same time of day (the "**Voting Time**"); all votes cast in the Voting Time shall be regarded as valid votes for determining the voting result.

(b) Management shall announce upcoming votes ahead of the respective Voting Time (the "**Voting Announcement**") and shall observe the following minimum periods between the Voting Announcement and the Voting Time (the "**Announcement Period**"). The Voting Announcement shall be made at least 3 calendar days ahead of the Voting Time.

(2) Management shall procure that the Platform allows Co-Owners to cast their vote with respect to Measures proposed in an easy and transparent way. This object shall be achieved, in particular through the following:

(a) The Platform shall include a subpage where all Measures currently voted upon and being voted upon in the future are being displayed. On this subpage, the Co-Owners shall have the possibility to exercise their information rights as laid out under the heading "Information on Measures" above. Any and all Information Material shall thus be accessible on the voting subpage.

(b) Unless the Measure being voted upon has been proposed by Co-Owners, it shall be up to Management to decide the way a proposal for a Measure is being formulated. In any case, the Platform shall enable Management to design a vote in different ways, in particular the following:

(i) The Platform shall allow for the cast of a vote by the Co-Owners to agree with a proposed Measure.

(ii) The Platform shall allow for a "yes" or "no" cast of a vote with respect to a proposed Measure.

(iii) The Platform shall allow for a vote indicating agreement or disagreement on a scale that can be chosen by Management, e.g. a scale from 1 to 5 or 1 to 10.

(iv) The Platform shall allow for a vote indicating a choice of 1 option among a number of different possibilities, e.g. to choose 1 out of 3 different ways to go about a certain issue as proposed by Management.

(v) The Platform shall allow for a vote indicating a choice of 1 or more options among a number of different possibilities, e.g. to choose 1 or more out of 5 different ways to go about a certain issue as proposed by Management.

(c) The Platform shall allow users to cast their vote by selecting a proposed Measure, selecting a voting option, and confirming their vote through the click of a button indicating this action. Before a vote is finally cast, the Platform shall require the Co-Owner to confirm that their decision be final by signing it with their wallet.

(d) Once the vote was cast, the Platform shall count all voting rights of that Co-Owner at the time the vote was cast toward the selection made by this Co-Owner. The vote shall be recorded permanently and Management shall ensure through appropriate measures that the vote cannot be altered in the future and that the votes used in this poll cannot be cast a second time.

(e) Votes shall be made without being influenced by the current state of votes cast by other Co-Owners. Until the Voting Time for a certain Measure has lapsed, the Platform shall therefore not show the current state of the votes cast. Only after the Voting Time has ended, the result shall be made available to the Co-Owners as described under the heading "Publishing Results" below.

(f) A Measure shall be adopted upon receiving a simple majority of the votes cast. Abstentions shall not be counted in the calculation of the voting results. If no votes are cast, the Measure shall be deemed to have failed.

(3) If Management notices that resolutions cannot be adopted by the Co-Owners on a continuing basis, it shall investigate the reasons for that. Should Management conclude that this is due to a lack of information among the Co-Owners regarding the Voting System or the Platform, Management shall take appropriate steps to disseminate further information.

7. Right to Propose Measures

(1) Any Co-Owner who holds, or group of Co-Owners who together hold, at least 5 percent of Co-Ownership Interests or 1,000,000 tokens shall have the right to propose Measures. The Management must inform the Co-Owners about all such proposals and have them vote on the respective Measure before it is implemented.

(2) This right is intended for Co-Owners to themselves propose Measures if they deem certain Measures to be in the interest of GEMx AG. In order to ensure that also groups of Co-Owners who hold less than 5 percent of the votes or 1,000,000 tokens are able to communicate with one another and to find into groups that are then able to propose Measures, Management shall ensure that the Platform forum provides sufficient means to get in contact with other Co-Owners, to discuss Measures and to find support for own proposals. This object shall be achieved, in particular through the following:

(a) The Platform shall include a feature, enabling Co-Owners to agree that certain information about them is being displayed to other Co-Owners such as

(i) contact information including a short description about oneself, an email-address, and

(ii) the wallet address of the Co-Owner.

The Platform shall be usable without disclosing any of this information, however.

(b) Co-Owners shall be able to browse through a register of all other Co-Owners who registered on the platform.

(c) The Platform shall further include a feature allowing Co-Owners to contact one another by sending messages using the Platform, or by stating other means of directly contacting other Co-Owners; message delivery shall be reliable. Other than this, there shall be no particular requirements as to the messaging functionality of the Platform. Management shall rely on each Co-Owner's ability to communicate with other Co-Owners also by means other than using the Platform.

(d) The Platform shall provide a feature that allows Co-Owners to upload a single PDF-file or file of another commonly used file format where a proposed Measure is being described and which shall also include all Information Material relating to that Measure. For each upload, a unique ID shall be created that relates to this proposed Measure. Any Co-Owner, also Co-Owners who hold less than 5 percent of the votes or 1,000,000 tokens, shall be able to upload such a proposal.

(e) Using the contact function referred to in literae (a) and (b) and the messaging function referred to in litera (c), Co-Owners shall be able to inform other Co-Owners about a proposal by referring to the unique ID assigned to the proposed Measure. The Platform shall include a function that allows other Co-Owners to access the content of a proposed Measure including all Information Material by accessing the respective unique ID.

(f) The Platform shall further enable Co-Owners to indicate their support for a proposed Measure. This shall be accomplished by a function in the Platform which refers to the unique ID of the proposed Measure and which requires the Co-Owner to confirm supporting the proposed Measure.

(g) Once a proposed measure has been supported by at least 5 percent of the votes or 1,000,000 tokens, Management shall schedule the Measure to be put to vote.

(4) All Measures proposed this way have to comply with all guidelines stated above. Of particular importance are the information requirements stated in the section 6. of these Guidelines on Information on Measures, which apply mutatis mutandis for the proposals of Measures under this section; the same information requirements stated therein apply to proposals made by Co-Owners. Co-Owner(s) that proposed a Measure and Management shall, at the specific request of any Co-Owner, promptly and free of charge provide such Co-Owner with a copy of any additional available documents relating to Information Material as the Co-Owner may reasonably require in order to make an informed decision on Measures that are put to vote. Management shall therefore refuse to put Measures to vote as long as proper Information Material is not provided by the Co-Owner, or group, that has proposed a Measure.

(5) In case a Measure does not comply, e.g., because there is not sufficient Information Material provided, Management shall inform the proposing Co-Owner(s) accordingly and request that the proposal is put into adequate form. All Measures proposed this way shall be regarded as being proposed by the Management itself, complying with all guidelines stated herein; however, all proposed Measures have to be clearly marked to have been proposed by Co-Owners in the Platform and the Voting System.

Annex 2

8. Publishing Results

(1) Management shall ensure that each Co-Owner is able to obtain through the Platform the result of each vote. Management also shall ensure that each Co-Owner is able to obtain through the Platform additional Information Material in order to assess the implementation of approved Measures (the "**Additional Information Material**"). Such Additional Information Material shall include, *inter alia*, (i) the status of implementation, i.e., the degree to which Management considers the Measure to be implemented, (ii) a summary of the actions taken after the Measure was put to vote, and (iii) if the Measure is not yet implemented, an estimate of when such Measure will be implemented.

(2) In no case shall Management be required to disclose Additional Information Material that is subject to non-disclosure agreements or the divulgence of which could lead to a competitive disadvantage for GEMx AG. In such a case, Management may produce excerpts of relevant parts of such documents without having to disclose details to the detriment of GEMx AG.

GEMx AG