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DAO CONSTITUTION

of the Crypto-Holdings Community

This document (hereinafter referred to as the “Constitution”) sets out the principles of organisation and operation of the community of holders of CryptoHoldings Tokens (CHT) participating in the governance programme of the Crypto-Holdings Platform at the website crypto-holdings.io, operated by Axenor Holdings OÜ, a limited liability company with its registered office in Estonia at: Narva mnt 13-27, 10151 Tallinn, Estonia, registered in the Estonian Commercial Register under number 17426720, LEI: 984500513804D9B6D886 (hereinafter referred to as Crypto-Holdings or the Service Provider). The Constitution implements the governance utility of the CHT Token described in the Whitepaper and is adopted with the overriding aim of supporting the long-term development, security, regulatory compliance and sustainability of the Crypto-Holdings project.

§ 1. General Provisions

1. The Constitution determines in particular:
 - 1.1. the purpose, guiding principles and legal nature of the DAO;
 - 1.2. the matters that may and may not be submitted to a vote of the DAO;
 - 1.3. the conditions for participation in the DAO and the calculation of Voting Power;
 - 1.4. the rules for submitting, examining and voting on Proposals;
 - 1.5. the effects of votes and the obligations of the Service Provider in respect of their outcome;
 - 1.6. the rules safeguarding the integrity of the governance process;
 - 1.7. the rules for amending the Constitution.
2. The purpose of the DAO is to enable CHT Token holders to have their opinion heard on technical and/or operational matters concerning the Crypto-Holdings ecosystem, in particular the technical direction of the Platform’s development, and thereby to involve the community in building a durable, secure and compliant project.
3. The DAO operates in accordance with the following guiding principles:
 - 3.1. primacy of the Project – the long-term development, continuity, security, regulatory compliance and reputation of the Project take precedence over the short-term interests of individual Participants or groups of Participants;

3.2. one token, one vote – each CHT Token confers one vote (1 CHT = 1 vote), as set out in the Whitepaper;

3.3. utility character – participation in the DAO is a utility function of the CHT Token and not an investment, corporate or financial right;

3.4. legality – the DAO operates within the limits of applicable law, in particular Regulation (EU) 2023/1114 (MiCAR) and the rules on the prevention of money laundering and terrorist financing;

3.5. transparency – Proposals, voting results and the Service Provider's statements on their implementation are published on the Platform's website;

3.6. equal treatment – Participants in the same situation are treated equally;

3.7. good faith – Participants and the Service Provider act in good faith, with due regard to the interests of the community and of the Project.

4. The DAO is not a legal person, company, partnership, association, cooperative, joint venture, trust or any other organisational unit. The DAO has no legal capacity, does not own or manage any assets, does not maintain a treasury, does not enter into contracts and does not incur liabilities. The term "DAO" is used solely to describe the community governance mechanism made available on the Platform. All legal acts relating to the Project are performed exclusively by the Service Provider, acting through its management body.

5. Participation in the DAO does not grant any corporate rights or rights typical of financial instruments, in particular any right to shares in the Service Provider, dividends, participation in profits, revenues or assets, guaranteed returns, token buybacks, ownership or other rights to real estate, rental income or sale proceeds, or any voting rights in the corporate bodies of the Service Provider. Participation in the DAO does not create any fiduciary, agency, employment or partnership relationship between the Participants and the Service Provider or between the Participants themselves.

6. The Whitepaper is the superior and binding document in matters concerning the rights attached to the Tokens, including the governance utility, and this Constitution only specifies and implements it. The Constitution forms part of the documents listed exhaustively in § 11 of the Terms of Use. In the event of any conflict between the Constitution and the Whitepaper, the Whitepaper shall prevail. In the event of any conflict between the provisions of the Whitepaper, the Terms of Use, this Constitution or any other document forming part of the agreement and mandatory provisions of law, including consumer protection law, the provisions of applicable law shall prevail.

§ 2. Definitions

Whenever the Constitution refers to:

1. Platform – it means the Crypto-Holdings Platform available at crypto-holdings.io, including all its subpages, modules and applications;
2. Project – it means the Crypto-Holdings crypto-asset project described in the Whitepaper, including the Platform and the ecosystem of utility programmes;
3. Whitepaper – it means the crypto-asset white paper for the CHT Token drawn up by the Service Provider pursuant to Regulation (EU) 2023/1114, in the version in force at the relevant time;
4. Terms of Use – it means the Terms of Use of the Platform published on the Platform;
5. CHT Token or Token – it means the CryptoHoldings Token (CHT), an ERC-20 token deployed on the Base network, described in the Whitepaper;
6. Holder – it means a person holding CHT Tokens in a Wallet;
7. Participant – it means a Holder who meets the conditions set out in § 4 point 1;
8. Wallet – it means a non-custodial crypto-asset wallet compatible with the Base network, including an embedded wallet made available through the Platform, connected by the Participant to the Platform;
9. Governance Module – it means the functionality of the Platform used for publishing Proposals, casting votes and presenting voting results;
10. Proposal – it means a proposal submitted to a vote of the DAO, being either a Service Provider Proposal or a Community Proposal;
11. Poll – it means a simplified, signalling vote referred to in § 7 point 1;
12. Formal Vote – it means a vote conducted in accordance with the full procedure set out in § 8 and § 9;
13. Snapshot – it means the last block on the Base network produced in the last minute of the voting period or at such other moment as is indicated in the announcement of the vote, as at which the total number of CHT Tokens issued is determined exclusively for the purpose of calculating Qualified Turnout;
14. Voting Power – it means the number of votes available to a Participant in a given vote, determined in accordance with § 4;
15. Votes Cast – it means the total number of votes cast “in favour” and “against” in a given vote, excluding abstentions;
16. Qualified Turnout – it means a situation in which the Votes Cast in a Formal Vote exceed 75% (seventy-five per cent) of the total number of CHT Tokens issued as at the Snapshot;
17. Reserved Matters – it means the matters listed in § 3 point 2;

18. Admissible Options – it means the options which the Service Provider, having verified their legal, technical, financial and operational feasibility, has admitted to a vote;

19. Governance Parameters – it means the operational parameters of the DAO (in particular the Proposal Threshold and the durations of individual stages of the procedure) published by the Service Provider on the Platform's website;

20. Official Channels – it means the Platform, the e-mail address contact@crypto-holdings.io and the official social media profiles of the Project listed on the Platform;

21. Business Day – it means a day other than a Saturday, Sunday or public holiday in the Republic of Estonia.

Capitalised terms not defined in the Constitution shall have the meaning given to them in the Terms of Use or the Whitepaper.

§ 3. Scope of Competence of the DAO

1. The subject matter of votes of the DAO is confined to technical and/or operational matters, in particular:

1.1. the technical direction of the Platform's development, including the priorities of the development roadmap, new functionalities, integrations and the development of Platform modules (such as the Real Estate Report and the Property Inclusion Programme);

1.2. the geographical location of a property that the Service Provider may acquire in the future, chosen from among Admissible Options;

1.3. the intended use of such a property (for instance, whether it is operated as commercial premises or as a tourist facility), chosen from among Admissible Options;

1.4. the rules for allocating among Holders the periods in which they may book a stay in such a property, once the relevant services have been launched;

1.5. the technical aspects of the allocation and use of the funds raised by the Service Provider, within the framework set out in the Whitepaper, in particular the prioritisation of development workstreams within the project-development allocation;

1.6. community initiatives, loyalty programmes, educational activities and community events;

1.7. amendments to this Constitution proposed in accordance with § 15;

1.8. other technical or operational matters submitted to a vote by the Service Provider.

2. The following Reserved Matters are excluded from the competence of the DAO and may not be the subject of a vote:

- 2.1. corporate matters of the Service Provider, including its articles of association, share capital, shareholders, the appointment, dismissal and remuneration of members of its management body, transformations, mergers, divisions and liquidation;
- 2.2. financial and economic matters, including the distribution of profits or revenues, buybacks or burns of Tokens, the issue price and the pricing mechanism, transfer fees, the maximum supply, the issuance mechanisms and the Emission Controller;
- 2.3. the decision whether, when, at what price and on what terms to acquire, finance, encumber, develop, manage, lease or dispose of any real estate or other asset, which remains reserved exclusively to the Service Provider;
- 2.4. legal, regulatory and compliance matters, including the content and modification of the Whitepaper, obligations under Regulation (EU) 2023/1114, the AML/KYC Policy, sanctions compliance, tax and accounting matters, communication with competent authorities and consent to the admission of Tokens to trading;
- 2.5. security matters, including the management of administrative keys and of the multisignature wallet, incident response and security audits;
- 2.6. contracts with third parties, personnel, suppliers, budgets and individual expenditures, as well as the amount and timing of allocations of Tokens to the Rewards Pool;
- 2.7. individual matters concerning specific Users, including complaints, withdrawals from agreements, disputes and claims;
- 2.8. any matter the implementation of which would require a breach of law, of the Whitepaper, of the Terms of Use or of the rights of third parties;
- 2.9. any matter that would grant or imply rights typical of financial instruments or alter the utility character of the CHT Token.
3. The smart contracts of the CHT Token are not upgradeable and their deployed logic cannot be modified. A vote of the DAO does not automatically result in any change to smart contracts or in any corporate decision of the Service Provider, and its outcome is not executed on-chain.
4. Where there is doubt as to whether a matter falls within the competence of the DAO, the Service Provider shall decide, publishing a brief statement of reasons on the Platform's website.

§ 4. Participation in the DAO and Voting Power

1. A Participant entitled to take part in votes of the DAO is a User who cumulatively:
 - 1.1. holds CHT Tokens in a Wallet connected to the Platform at the moment of casting the vote;
 - 1.2. has accepted the Terms of Use and this Constitution;
 - 1.3. has actively requested participation in the governance programme through the Platform;

- 1.4. has completed the KYC/AML procedure to the extent required by the AML/KYC Policy;
- 1.5. is not subject to sanctions, territorial restrictions or a suspension of services under the Terms of Use;
- 1.6. is of legal age and has full legal capacity, or – in the case of a legal entity – acts through duly authorised representatives.
2. Every Holder may become a Participant regardless of when or how the CHT Tokens were acquired.
3. The Voting Power of a Participant is equal to the number of CHT Tokens held in the Participant's Wallets at the moment of casting the vote, according to the principle 1 CHT = 1 vote. Fractions of a CHT Token are disregarded. One CHT Token equals one vote. A vote cast again in the same vote on the basis of the same CHT Token is invalid. A person disposing of CHT Tokens should inform the acquirer that the acquirer may not cast a vote on the basis of those CHT Tokens in that vote, since the disposer has already exercised that right.
4. In order to cast a vote, the Participant's CHT Tokens are not redeemed, burned, locked or transferred, and the Participant retains full control over them.
5. CHT Tokens held by the Service Provider, including Tokens held in the Platform's smart contracts (in particular the TreasuryVault, the RewardsVault, the FeesVault and the GasVault), confer no Voting Power. Members of the corporate bodies of the Service Provider do not participate in votes of the DAO.
6. The Voting Power of all Wallets connected to the same verified identity is aggregated and exercised by that Participant. A Participant may not exercise Voting Power arising from Wallets of other persons.
7. Delegation of Voting Power is not available unless the Service Provider makes such functionality available and publishes the rules governing it on the Platform's website.
8. Participation in the DAO is voluntary and free of charge. The Service Provider endeavours to enable voting by means of a signed message that does not incur network fees. Where a vote requires an on-chain transaction, the Base network gas fee is borne by the Participant.
9. Participation in votes may be taken into account as user activity under the Participation Programme only if and to the extent provided for in the Participation Programme Terms of Use. Participation in the DAO does not entitle the Participant to any remuneration.
10. The Service Provider may prohibit a User from participating in votes where the User grossly violates the Terms of Use, this Constitution or other rules for the use of the Platform. The prohibition may also be applied during a voting period; in such case the votes already cast by that User in that vote are disregarded.

11. A User who has submitted a declaration of withdrawal from the agreement for the acquisition of CHT Tokens may not participate in votes until the withdrawal has been completed in accordance with the Withdrawal Procedure. Where such a declaration is submitted after the User has cast a vote in a vote whose final results have not yet been published, that vote shall be invalid.

§ 5. Roles in the DAO

1. The community of the DAO consists of all Participants. The community expresses its opinion through Polls and Formal Votes conducted in accordance with the Constitution.
2. The Service Provider acts as the administrator of the governance programme and in particular:
 - 2.1. maintains the Governance Module and publishes information on votes and their results on the Platform's website;
 - 2.2. sets and publishes the Governance Parameters;
 - 2.3. examines the admissibility of Proposals and determines Admissible Options;
 - 2.4. announces votes, determines the Snapshot, counts the votes and publishes the results;
 - 2.5. publishes statements on the outcome of votes and on the status of their implementation;
 - 2.6. safeguards the integrity of the governance process in accordance with § 11.
3. The Service Provider acts through its management body or through persons designated by it. The management body may appoint a Governance Coordinator responsible for the day-to-day handling of the governance programme and for contact with Participants. Information on the appointed Governance Coordinator is published on the Platform.
4. The Service Provider may establish an advisory Community Council composed of active Participants, whose task is to provide opinions on Proposals and on the development of the Project. The Community Council has no decision-making powers. Its composition, term and rules of operation are published on the Platform's website.
5. In performing its role, the Service Provider acts impartially, with due care and in a manner consistent with the guiding principles set out in § 1 point 3.

§ 6. Proposals

1. Proposals may be submitted by:
 - 1.1. the Service Provider (Service Provider Proposals);
 - 1.2. a Participant or a group of Participants holding jointly at least the Proposal Threshold (Community Proposals).
2. The Proposal Threshold amounts initially to 0.5% (zero point five per cent) of the total number of CHT Tokens issued as at the date of submission of the Proposal. The Service Provider may

change the Proposal Threshold by publishing the change on the Platform's website at least 14 (fourteen) days before it takes effect.

3. A Community Proposal is submitted exclusively by e-mail to contact@crypto-holdings.io and should include:

- 3.1. a title and a concise description of the Proposal;
- 3.2. the rationale for the Proposal and its expected impact on the Project;
- 3.3. the exact question to be put to a vote and the proposed options;
- 3.4. an estimate of the resources required for implementation, where known;
- 3.5. the Wallet addresses of the proposers;
- 3.6. a declaration on any conflict of interest of the proposers in relation to the Proposal;
- 3.7. a declaration that the Proposal complies with the Constitution and applicable law.

4. The Service Provider examines the admissibility of a Community Proposal within 14 (fourteen) Business Days from its receipt. If the Proposal is incomplete or unclear, the Service Provider requests the proposer to supplement it within 7 (seven) days; failing that, the Proposal is not considered.

5. The Service Provider declares a Proposal inadmissible, giving a brief statement of reasons, where:

- 5.1. the Proposal concerns a Reserved Matter or otherwise falls outside the competence of the DAO;
- 5.2. the Proposal is incompatible with law, the Whitepaper or the Terms of Use;
- 5.3. the implementation of the Proposal is technically infeasible, or would materially jeopardise the continuity, security, regulatory compliance, financial stability or reputation of the Project;
- 5.4. the Proposal is substantially identical to a Proposal voted on within the preceding 90 (ninety) days;
- 5.5. the Proposal contains false or misleading information, advertising content, personal data of third parties or content contrary to good morals;
- 5.6. the proposers have failed to disclose a conflict of interest.

6. The Service Provider may, with the consent of the proposer, amend the wording of a Proposal, define its Admissible Options or merge it with other Proposals concerning the same matter.

7. Before a vote is announced, each admitted Proposal is made available for discussion through the Official Channels for a period of at least 7 (seven) days.

8. In matters referred to in § 3 points 1.2 and 1.3, Admissible Options are determined by the Service Provider following its own legal, tax, market and technical analysis. Participants may suggest additional options, whose admissibility is decided by the Service Provider.

9. The proposer may withdraw a Community Proposal at any time before the start of the voting period.

§ 7. Types of Votes

1. Polls are signalling votes conducted in a simplified manner through the Platform or the Official Channels. The result of a Poll is always consultative, and the provisions on Qualified Turnout do not apply to Polls.

2. Formal Votes are conducted through the Governance Module in accordance with the procedure set out in § 8 and § 9.

3. Formal Votes are launched once a reasonable level of active Users on the Platform has been reached, which the Service Provider confirms in an activation announcement published on the Platform's website at least 14 (fourteen) days before the first Formal Vote, with the exception of the votes provided for in the Whitepaper, which are conducted as Formal Votes in accordance with the timetable set out in the Whitepaper. Until such announcement, the governance programme is conducted in the form of Polls, save for the votes provided for in the Whitepaper.

§ 8. Voting Procedure

1. The Service Provider announces a Formal Vote on the Platform's website and through the Official Channels at least 3 (three) days before the start of the voting period, with the exception of the votes provided for in the Whitepaper. The announcement includes:

- 1.1. the content of the Proposal and the Admissible Options;
- 1.2. the Snapshot;
- 1.3. the start and end dates of the voting period;
- 1.4. any disclosed conflicts of interest;
- 1.5. the Service Provider's opinion on the Proposal, if any.

2. The Snapshot is taken in the last minute of the voting period or at such other moment as is indicated in the announcement of the vote. The Snapshot serves exclusively to determine the total number of CHT Tokens issued for the purpose of calculating Qualified Turnout. The Voting Power of a Participant is determined at the moment of casting the vote in accordance with § 4 point 3.

3. Before the start of each vote, the Service Provider publishes on the Platform's website the number of CHT Tokens issued as at the date of publication. Such publication is for illustrative purposes only and is made in performance of the Service Provider's obligations under Article 14(1) (b) and (c) of Regulation (EU) 2023/1114 and of the conflict-of-interest measures described in the

Whitepaper; Qualified Turnout is calculated exclusively on the basis of the total number of CHT Tokens issued as at the Snapshot.

3. As a rule, the voting period lasts 7 (seven) days. In the event of technical difficulties, the Service Provider may extend the voting period once by up to 7 (seven) days.
4. Votes are cast through the Governance Module by signing a message with the Wallet or in another manner made available by the Service Provider. In a vote on a single question the Participant may vote “in favour”, “against” or “abstain”. In a vote with several options, depending on the vote, the Participant votes either for one option only or for one or more options. The applicable manner of voting is specified in the announcement of the vote and, for the votes provided for in the Whitepaper, in accordance with the Whitepaper. In a vote in which the Whitepaper or the announcement of the vote provides for the possibility of selecting more than one option, the Participant marks the priority answer through the Governance Module and may indicate additional answers by e-mail sent to contact@crypto-holdings.io, stating the address of the Wallet with which the priority answer was marked. Additional answers may be submitted until the last minute of the voting period. Where a Participant selects more than one option, the Participant’s full Voting Power is counted for each option selected.
5. A vote, once cast, cannot be changed or withdrawn. The indication of additional answers in accordance with point 4 does not constitute a change of vote.
6. Subject to point 4, votes cast in any other manner than through the Governance Module, in particular through messages in social media, are invalid.

§ 9. Voting Results

1. In each vote, the option that receives the highest number of votes wins. The percentage of votes obtained by each option is calculated in relation to the number of all votes cast in the vote. In a vote on a single question, the Proposal is adopted if the number of votes “in favour” exceeds the number of votes “against”. In the event of a tie, the Proposal is not adopted.
2. In a vote with several options, the option that receives the highest number of votes is selected. In the event of a tie, the Service Provider may conduct a run-off vote between the tied options or select one of them, giving reasons.
3. Abstentions are not counted as Votes Cast and are not taken into account in determining whether Qualified Turnout has been reached.
4. The Service Provider publishes on the Platform’s website the preliminary results within 5 (five) Business Days of the end of the voting period and the final results within 20 (twenty) days of the end of the voting period, after taking into account the votes declared invalid in accordance with § 4

points 10 and 11 and § 11. The results indicate in particular the number of votes for each option, the Votes Cast, the number of participating Wallets, the total number of CHT Tokens issued as at the Snapshot, whether Qualified Turnout has been reached and whether any irregularities have been identified. The effects referred to in § 10 arise on the basis of the final results.

5. To the extent compatible with the protection of personal data and technically feasible, the Service Provider makes available data allowing the results to be verified, in particular the Snapshot and the signed votes linked to Wallet addresses.

6. A Participant may submit an objection to the final results within 7 (seven) days of their publication, alleging irregularities in the conduct of the vote. Objections are processed in accordance with the Complaints-handling Procedure, applied accordingly. Where an objection is upheld, the Service Provider may annul the vote and order it to be repeated.

7. Qualified Turnout is determined in the following manner:

7.1. the total number of CHT Tokens issued as at the Snapshot is read from the CHT Token smart contract (total supply) at the Snapshot block;

7.2. the Voting Power of each Participant who cast a vote is determined at the moment of casting the vote in accordance with § 4;

7.3. the votes of Users excluded under § 4 points 10 and 11, the votes disregarded under § 11 and any other invalid votes are eliminated;

7.4. the Votes Cast are calculated on the basis of the remaining votes; in a vote with several options, the Votes Cast are the sum of the Voting Power of the Participants who cast a valid vote, the Voting Power of each Participant being counted once irrespective of the number of options selected;

7.5. Qualified Turnout is reached where the Votes Cast exceed 75% (seventy-five per cent) of the number referred to in point 7.1.

8. Where, after the publication of the final results, it is established that a vote should have been declared invalid, the Service Provider corrects the results and publishes the corrected results on the Platform's website.

§ 10. Effects of Votes

1. The outcome of a vote is consultative in nature. The Service Provider takes it into account in good faith and with due care when making decisions within the scope of the matter voted on.

2. Where Qualified Turnout has been reached in a Formal Vote, the outcome of that vote is binding on the Service Provider within the competence of the DAO, subject to point 3. In such case the Service Provider publishes, within 30 (thirty) days of the publication of the final results, a

statement on the outcome of the vote, setting out the manner and the expected timeframe of its implementation.

3. The Service Provider shall not be obliged to implement the outcome of a vote, in whole or in part, where its implementation would:

3.1. be contrary to law, to a decision or guidance of a competent authority, to the Whitepaper or to the Terms of Use;

3.2. require a modification of non-upgradeable smart contracts;

3.3. threaten the security of the Platform, the Project or the Users;

3.4. be technically infeasible or require resources disproportionate to those available to the Project;

3.5. materially jeopardise the continuity, financial stability, regulatory compliance or reputation of the Project;

3.6. infringe the rights of third parties or contractual obligations of the Service Provider;

3.7. no longer be justified owing to a material change of circumstances occurring after the vote; or where the vote was affected by irregularities referred to in § 11. In such case the statement referred to in point 2 shall contain a detailed statement of reasons.

4. The outcome of a vote is implemented within a reasonable time, consistent with the development roadmap and the resources available to the Project. The Service Provider publishes information on the status of implementation on the Platform's website.

5. The outcome of a vote in the matters referred to in § 3 points 1.2 and 1.3 does not oblige the Service Provider to acquire any property, nor to do so within any specific time or at any specific price. If the Service Provider decides to acquire a property, it shall take the outcome of the vote into account in accordance with points 1–3. Where the acquisition of the property which obtained the highest number of votes in a vote on the choice of a specific property does not take place for reasons attributable to its owner or to the applicant, in particular because of a refusal to sell it, the Service Provider may enter into negotiations for the acquisition of the property which obtained the next highest number of votes, provided that it meets the criteria for admission to the vote; this applies accordingly to subsequent options. The Service Provider publishes on the Platform's website information on the reason and on the property with respect to which it conducts negotiations.

6. A vote does not give rise to any individual claims of Participants against the Service Provider, in particular for payment, performance or damages, without prejudice to mandatory provisions of law and to the right to lodge a complaint.

§ 11. Integrity of Governance

1. Participants are prohibited in particular from:
 - 1.1. offering, granting, demanding or accepting any benefit in exchange for voting in a particular manner (vote buying);
 - 1.2. borrowing CHT Tokens, transferring them temporarily or using flash loans in order to increase Voting Power at the moment of casting the vote;
 - 1.3. using multiple identities, false data or Wallets of other persons (Sybil attacks);
 - 1.4. using bots, scripts or other means to interfere with the operation of the Governance Module;
 - 1.5. disseminating false or misleading information in order to influence the outcome of a vote;
 - 1.6. impersonating the Service Provider, the Governance Coordinator or other Participants;
 - 1.7. acting in concert with the intention of harming the Project, the Platform or other Holders, or of using the DAO contrary to its purpose;
 - 1.8. using the DAO to promote competing projects or to manipulate the market of the CHT Token.
2. A Participant who has a personal interest in a matter put to a vote is obliged to disclose it before the start of the voting period. The Service Provider may disregard the votes of such a Participant in that matter.
3. In the event of a breach of point 1 or 2, the Service Provider may, in a manner proportionate to the breach:
 - 3.1. disregard the votes cast in breach of the Constitution;
 - 3.2. annul the vote and order it to be repeated;
 - 3.3. exclude the Participant from the governance programme temporarily or permanently;
 - 3.4. apply the measures provided for in the Terms of Use;
 - 3.5. notify the competent authorities, where required by law.
4. The Service Provider informs the Participant concerned of the measure applied and of the reasons for it, unless this is precluded by law or by the security of an ongoing investigation.
5. The Service Provider may suspend, postpone or cancel a vote, or annul its result, in the event of a security incident, a reasonable suspicion of manipulation, a failure of the Governance Module or of the Base network, a requirement of law or of a competent authority, or force majeure. The Service Provider promptly publishes information on such a decision, together with its reasons, on the Platform's website.

§ 12. Transparency and Communication

1. The Service Provider publishes on the Platform's website information on votes and their results.

2. Official information concerning the DAO is communicated exclusively through the Official Channels. The Service Provider never asks Participants to disclose their private keys or seed phrases and never requests the transfer of Tokens as a condition for voting.
3. Participants may submit questions concerning the technical aspects of the allocation and use of funds raised, in connection with the periodic reports published by the Service Provider in accordance with the Whitepaper. The Service Provider may respond to such questions collectively.
4. The Constitution and the documents of the DAO are published exclusively in English. Translations into other languages are provided for information purposes only, and in the event of discrepancies the English version shall prevail.

§ 13. Personal Data

1. The controller of the personal data of Participants is the Service Provider. Information on the processing of personal data shall be found in the Privacy Policy published on the Platform.
2. Participants acknowledge that Wallet addresses and CHT Token balances are publicly visible on the Base network, and that the verification data referred to in § 9 point 5 may link votes to Wallet addresses. The Service Provider does not publish the identification data of Participants obtained in the KYC/AML procedure.

§ 14. Liability and Risks

1. Participants acknowledge that participation in the DAO involves risks, in particular the risk of failure of the Governance Module, of the Base network or of Wallets, the risk of governance attacks, the risk of phishing and impersonation, as well as the risk that the outcome of a vote will not be implemented for the reasons set out in § 10 point 3. The risks associated with the CHT Token are described in Part I of the Whitepaper.
2. The Service Provider is not liable for losses resulting from improper safekeeping of private keys, from the use of unofficial channels or from the actions of third parties for which the Service Provider is not responsible.
3. The liability of the Service Provider is limited to the extent permitted by applicable law. This limitation does not apply to damage caused intentionally or through gross negligence and does not exclude or limit the rights of Consumers arising from mandatory provisions of law.

§ 15. Amendments to the Constitution

1. The Service Provider may amend the Constitution for important reasons, in particular where:

- 1.1. there is a change in the law or new guidance, recommendations or decisions of competent authorities are issued;
 - 1.2. the Whitepaper is modified;
 - 1.3. new functionalities of the governance programme are introduced, including delegation of Voting Power or on-chain voting;
 - 1.4. it is necessary for reasons of security of the Platform or the integrity of the governance process;
 - 1.5. it is necessary to take into account the experience gained from votes conducted;
 - 1.6. editorial changes or clarifications are required that do not affect the rights of Participants to their detriment.
2. Participants may propose amendments to the Constitution by means of a Community Proposal. The outcome of a vote on such a Proposal has the effects set out in § 10.
3. Before introducing an amendment that materially changes the scope of competence of the DAO, the calculation of Voting Power or the effects of votes, the Service Provider shall consult the community by means of a Poll.
4. Amendments are published on the Platform at least 14 (fourteen) days before their entry into force, and Users are notified of them in accordance with the Terms of Use. Amendments required by mandatory provisions of law or by a decision of a competent authority, as well as amendments that do not impose new obligations on Participants or limit their rights, may enter into force within a shorter period.
5. The principle 1 CHT = 1 vote and the effects of votes may be amended only in a manner consistent with the Whitepaper in force at the relevant time.
6. Votes whose voting period started before the entry into force of an amendment are conducted and resolved in accordance with the Constitution in its previous wording.

§ 16. Final Provisions

1. Complaints concerning the operation of the governance programme are submitted and processed in accordance with the Complaints-handling Procedure published on the Platform.
2. The Constitution is governed by Estonian law, unless otherwise provided by applicable international private law. Disputes are resolved by the courts of the Republic of Estonia, without prejudice to mandatory provisions of law granting Consumers the right to bring proceedings before another court.
3. If any provision of the Constitution proves to be invalid, ineffective or unenforceable, this shall not affect the validity of the remaining provisions. Such a provision shall be replaced by the provision of law or, failing that, by the provision closest to the purpose of the Constitution.

4. Failure by the Service Provider to exercise any right under the Constitution shall not constitute a waiver of that right.

5. The Constitution is available on the Platform in a form that allows it to be saved and reproduced.

The Constitution enters into force on 15 October 2026.