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WITHDRAWAL PROCEDURE

CryptoHoldings Token (CHT)

This document (hereinafter referred to as the “Procedure”) sets out the rules for exercising the right of withdrawal from agreements for the acquisition of CryptoHoldings Tokens (CHT) concluded through 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 obligations of the Retail Holder after submitting a declaration of withdrawal and the safeguards applied by the Service Provider to prevent abuse of that right. The Procedure implements Article 13 of Regulation (EU) 2023/1114 (MiCAR) and fields E.14 to E.17 and E.26 of the Whitepaper.

§ 1. Definitions

Whenever the Procedure refers to:

1. Retail Holder – it means a natural person acting for purposes outside that person’s trade, business, craft or profession;
2. Purchase Agreement – it means an agreement for the acquisition of CHT Tokens concluded directly with the Service Provider through the Platform, including the acquisition of CHT Tokens on the redemption of a voucher acquired for consideration under the Voucher Programme;
3. Declaration of Withdrawal – it means an unequivocal statement of the Retail Holder on withdrawal from a Purchase Agreement;
4. Withdrawal Return Address – it means the address on the Base network designated by the Service Provider and published on the Platform to which CHT Tokens are returned, currently 0x90669C861083ec6a4849Cd881Cb13f8ef4E398C3;
5. Returned Tokens – it means the CHT Tokens acquired under the Purchase Agreement from which the Retail Holder withdraws;
6. Refund – it means the reimbursement of all payments received from the Retail Holder under the Purchase Agreement, including, if applicable, any charges;

7. Withdrawal Period – it means the period from the submission of the Declaration of Withdrawal until the completion of the withdrawal, that is until the Returned Tokens have been credited to the Withdrawal Return Address and the Refund has been made.

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

§ 2. Scope of the Right of Withdrawal

1. A Retail Holder who has concluded a Purchase Agreement has the right to withdraw from it within 14 (fourteen) calendar days without incurring any fees or costs and without being required to give reasons.

2. The withdrawal period begins on the date of the Retail Holder's agreement to purchase the CHT Tokens, that is on the date of conclusion of the Purchase Agreement determined in accordance with § 5 of the Terms of Use.

3. To meet the deadline, it is sufficient for the Declaration of Withdrawal to be sent before the expiry of the withdrawal period.

4. The right of withdrawal does not apply to:

4.1. CHT Tokens received as a reward under the referral system or from the Rewards Pool of the Participation Programme;

4.2. CHT Tokens obtained on the redemption of a voucher issued free of charge;

4.3. CHT Tokens acquired from persons other than the Service Provider, in particular from other holders;

4.4. CHT Tokens which were admitted to trading prior to their acquisition by the Retail Holder.

5. The Procedure does not exclude or limit any rights of Retail Holders arising from mandatory provisions of consumer protection law.

§ 3. Submitting the Declaration of Withdrawal

1. The Retail Holder exercises the right of withdrawal by submitting a Declaration of Withdrawal:

1.1. through the withdrawal form made available on the Platform; or

1.2. by e-mail to contact@crypto-holdings.io.

2. The Retail Holder may use the model form attached as the Annex to the Procedure, but its use is not obligatory.

3. In order to enable the Service Provider to identify the Purchase Agreement, the Declaration of Withdrawal should include the Retail Holder's name, the Wallet address used for the purchase, the

transaction hash or date of the purchase, the number of CHT Tokens acquired and a document showing the cost of the Base network fee (gas) incurred for the return transfer.

4. The Service Provider may send the Retail Holder an advance to cover the Base network fee (gas) for the return transfer, if it considers its estimate of the cost of that network fee to be highly probable. The advance is subsequently settled.

§ 4. Obligations of the Retail Holder during the Withdrawal Period

1. Withdrawal unwinds the Purchase Agreement in full. The Retail Holder returns the Returned Tokens to the Withdrawal Return Address by an ordinary ERC-20 transfer on the Base network without undue delay and in any event within 14 (fourteen) days from the submission of the Declaration of Withdrawal.

2. During the Withdrawal Period the Retail Holder may not transfer the Returned Tokens to any address other than the Withdrawal Return Address. In particular, the Retail Holder may not sell, exchange, lend, pledge or otherwise dispose of the Returned Tokens, including on a decentralised exchange.

3. During the Withdrawal Period the Retail Holder may not use the utility functions of the CHT Token or the programmes of the Platform, in particular the Governance Programme (votes of the DAO), the Real Estate Report, the Property Inclusion Programme, the referral system, the Voucher Programme and the Participation Programme, including the claiming of rewards from the Rewards Pool. The Service Provider may technically restrict the Retail Holder's access to those functionalities for the duration of the Withdrawal Period.

4. Where the Retail Holder has transferred, used or otherwise disposed of the Returned Tokens before submitting the Declaration of Withdrawal, the Retail Holder remains obliged to return to the Withdrawal Return Address a number of CHT Tokens equal to the number of Returned Tokens.

§ 5. Return of CHT Tokens

1. The Withdrawal Return Address is exempt from the transfer fee, so the Retail Holder returns the full number of CHT Tokens acquired and incurs no transfer fee on the return. The Base network fee (gas) for the return transfer is reimbursed by the Service Provider together with the Refund.

2. The main sale smart contract has no programmed capability to repurchase, redeem or claw back CHT Tokens. The return is therefore effected by the Retail Holder.

3. Returned Tokens are held by the Service Provider and may subsequently be allocated to the Rewards Pool of the Participation Programme. Returned Tokens are neither destroyed nor re-

issued. The exercise of the right of withdrawal does not reverse the count of CHT Tokens distributed and therefore does not reduce the issue price applicable to subsequent purchases.

§ 6. Refund

1. The Service Provider makes the Refund without undue delay after the Returned Tokens have been credited to the Withdrawal Return Address, and in any event no later than 14 (fourteen) days from the date on which it is informed of the Retail Holder's decision to withdraw.
2. The Refund is made using the same means of payment as that used by the Retail Holder for the initial transaction, unless the Retail Holder expressly agrees otherwise. Where the purchase price was paid in USDC or USDT on the Base network, the Refund is made in the same crypto-asset, in the same nominal amount as received by the Service Provider, to the Wallet address from which the payment was received.
3. The Retail Holder does not incur any fees or costs charged by the Service Provider in connection with the withdrawal or the Refund.

§ 7. Anti-Fraud Safeguards

1. The Service Provider verifies each Declaration of Withdrawal on the basis of the data obtained in the KYC/AML procedure or the data entered during the login procedure. The Refund is made only to the Retail Holder who concluded the Purchase Agreement, using the means of payment referred to in § 6 point 2. Declarations submitted by unauthorised persons have no effect.
2. Where the Retail Holder fails to return the Returned Tokens within the period referred to in § 4 point 1, the Service Provider calls on the Retail Holder to return them within an additional period of 7 (seven) days.
3. Where the Retail Holder fails to return the Returned Tokens within the additional period, or transfers or disposes of them in breach of § 4 point 2, the Service Provider may, in a manner proportionate to the circumstances:
 - 3.1. suspend the ability of the Retail Holder to transfer CHT Tokens, as provided for in fields E.14 and G.11 of the Whitepaper, to the extent technically possible;
 - 3.2. suspend the provision of services or block access to the Platform, or terminate the agreement, in accordance with § 12 of the Terms of Use;
 - 3.3. demand the return of the Returned Tokens or, where their return is no longer possible, in particular because they have been sold, compensation of their value, equal to the price paid by the Retail Holder for the Returned Tokens;

- 3.4. set off the claim referred to in point 3.3 against the Refund or any other amounts due to the Retail Holder, to the extent permitted by applicable law;
- 3.5. pursue claims for the return of unjust enrichment or for damages;
- 3.6. notify the competent authorities where there is a reasonable suspicion of fraud.
4. Subject to point 3.4, the measures referred to in point 3 do not affect the Service Provider's obligation to make the Refund within the period referred to in § 6 point 1.
5. The repeated acquisition of CHT Tokens and withdrawal from Purchase Agreements with the aim of circumventing on-chain purchase limits, influencing votes of the DAO, obtaining referral rewards or rewards from the Rewards Pool, or otherwise obtaining an unjustified advantage constitutes an abuse of rights, to which the measures referred to in point 3 points 3.2, 3.5 and 3.6 may be applied, without prejudice to the exercise of the right of withdrawal in accordance with mandatory provisions of law.

§ 8. Final Provisions

1. In matters relating to the exercise of the right of withdrawal, this Procedure prevails over the Terms of Use, in accordance with § 11 of the Terms of Use, without prejudice to the primacy of the Whitepaper and of mandatory provisions of law.
2. Complaints concerning the exercise of the right of withdrawal are submitted and processed in accordance with the Complaints-handling Procedure.
3. Information on the processing of personal data shall be found in the Privacy Policy published on the Platform.
4. The Procedure is amended in accordance with § 13 of the Terms of Use. The governing law and jurisdiction are determined in accordance with § 14 of the Terms of Use.

Annex – Model Withdrawal Form

(complete and return this form only if you wish to withdraw from the agreement)

To: Axenor Holdings OÜ, Narva mnt 13-27, 10151 Tallinn, Estonia, e-mail: contact@crypto-holdings.io

I hereby give notice that I withdraw from the agreement for the acquisition of CryptoHoldings Tokens (CHT):

- date of purchase / transaction hash:
- number of CHT Tokens acquired:
- Wallet address used for the purchase:
- name of the Retail Holder:

- cost of the Base network fee (gas) incurred for the return transfer:
- date:
- signature (only if this form is submitted on paper):

Attachment to the form: a screenshot or other document showing the cost of the Base network fee (gas) incurred for the return transfer.