



Banque Syz SA

TERMS AND CONDITIONS OF THE SYZ ART TOKENS

Last updated: 23.01.2024

INTRODUCTION

PLEASE READ THESE TERMS AND CONDITIONS (“**T&Cs**”) CAREFULLY.

THESE T&Cs DO NOT CONSTITUTE AN INVESTMENT ADVICE OR A RECOMMENDATION OR INVITATION FOR PURCHASING, HOLDING OR SELLING ANY TOKENS. IN PARTICULAR, THEY ARE NOT DEEMED TO PROVIDE (AND MUST NOT BE HELD AS SUCH) ANY ADVICE RELATING TO ANY DECISION WHETHER OR NOT TO ACQUIRING OR PURCHASING TOKENS AND MUST NOT BE CONSIDERED AS PROVIDING COMPLETE INFORMATION IN RELATION TO SUCH A DECISION.

SHOULD YOU ACQUIRE/RECEIVE A TOKEN, YOU WILL BE ENTERING AUTOMATICALLY INTO A BINDING AGREEMENT WITH THE COMPANY AND THESE T&Cs SHALL APPLY TO YOU. THESE T&Cs APPLY TO ANY TOKEN OWNER, REGARDLESS OF HOW AND WHEN TOKENS WERE ACQUIRED, BOUGHT OR OTHERWISE RECEIVED. IF YOU DO NOT AGREE TO ANY OF THE TERMS SET OUT IN THESE T&Cs, YOU BELIEVE THAT ANY TERMS SHOULD NOT APPLY TO YOU, OR YOU WISH TO NEGOTIATE THESE TERMS, DO NOT ACCEPT, ACQUIRE AND/OR PLACE AN ORDER FOR THE ACQUISITION/GRANTING AND/OR PURCHASE OF TOKENS.

IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX OR OTHER PROFESSIONAL ADVISOR(S).

Risk Factors

BY ACQUIRING AND/OR RECEIVING TOKENS AND THEREFORE ACCEPTING THESE T&Cs (INCLUDING, WITHOUT LIMITATION, THE SCHEDULES 1 AND 2), YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE FREELY AND KNOWINGLY DECIDED FROM YOUR OWN WILL TO ACQUIRE AND/OR RECEIVE TOKENS AND THAT YOU HAVE REVIEWED THE RISK FACTORS SET FORTH IN SCHEDULE 2 TO THESE T&CS.

1. Scope of the T&Cs

- 1.1.1 These T&Cs govern the purchase, granting, transfer, custody and sale of co-ownerships rights in a physical Artwork (as defined below) acquired by Banque Syz SA, a Swiss regulated bank and company limited by shares having its registered office at quai des Bergues 1, 1201 Geneva, Switzerland ("**Banque Syz**", the "**Company**" or "**we**"), and tokenized through the issuance by Banque Syz of Artwork Tokens representing co-ownerships rights in the said Artwork (hereafter the "**SATs**", "**Syz Art Tokens**" or "**Tokens**").
- 1.1.2 These T&Cs apply between Banque Syz and you as token owner ("**you**" or the "**Token Owner**" and, together with Banque Syz, the "**Parties**" and each a "**Party**").
- 1.1.3 If you have any questions relating to these T&Cs, please contact us via the following e-mail address: tokenization-syzart@syzgroup.com.

2. Restricted Jurisdiction

- 2.1.1 The Tokens should not be granted, sold, resold, delivered, allotted, taken up, transferred or renounced, directly or indirectly, outside of Switzerland, the United Kingdom, the European Economic Area (EEA) countries, Türkiye, South Africa and Uruguay. Any country that is not part of this exhaustive list is to be qualified as a **Restricted Jurisdiction**.

3. The Artwork

- 3.1.1 Each Syz Art Token represents a co-ownership right (right *in rem*) in the following physical artwork purchased by Banque Syz and held by Banque Syz as custodian (the "**Artwork**"). The Artwork specifics are the following:
- i. Name: Dreamstime
 - ii. Author: Sarah Benslimane
 - iii. Year of creation: 2022
 - iv. Type: Artwork/Painting
 - v. Size: 150 x 236 cm
- 3.1.2 The specifics of the Artwork are further replicated into the Smart Contract of the Syz Art Tokens.

4. Co-Ownership Register and Form of Token

4.1 Form of Token

- 4.1.1 The Syz Art Tokens are issued by Banque Syz through the intermediary of Taurus SA, a company limited by shares having its registered office at Place Ruth-BÖSIGER 6, 1201 Geneva, Switzerland and registered with the Swiss Commercial Registry under reference CHE-337.375.281 ("**Taurus**"), as ledger-based securities (pursuant to Art. 973d SCO). The Syz Art Tokens are enabled through a digital smart contract deployed by Taurus and based on the ERC20 standard (the "**Smart Contract**").

4.2 Co-ownership Register

- 4.2.1 The Syz Art Tokens are registered in a co-ownership register (electronic ledger) ("**Register**"), maintained on Taurus' digital asset exchange "Taurus T-DX" (the "**Platform**"). The Register serves the purpose of keeping track of the wallets to which Syz Art Tokens are attributed to. The Register is hosted by Taurus and is enabled through the Ethereum public blockchain.
- 4.2.2 The Token Owners will not have access to the Register, which remains exclusively accessible to Banque Syz, Taurus and any other entities or persons to which Taurus grants access to.

5. Important information - Token

5.1 Characteristics of the Tokens

- 5.1.1 The Syz Art Tokens represent rights *in rem* with regard to ownership of the underlying Artwork. Each Token is assigned to one blockchain address, the person who has the power of disposition over the corresponding Token (holder of the wallet indicated in the Register) is deemed to be the co-owner of the Artwork. As such the Token Owner becomes co-owner of the Artwork on a pro rata basis like other Token Owners, but is not handed over the Artwork.
- 5.1.2 To this end, the Syz Art Tokens are neither commodity instruments within the meaning of Art. 1153 et seq. SCO nor are they issued as registered securities within the meaning of Art. 973 SCO.

5.2 Initial Token Issuance

- 5.2.1 The Tokens are initially granted as a gift to the employees of the Syz Group (the "**Employees**"), which they will be acquiring for free should they accept to be granted one. Each participating Employee will receive one Token that will be credited on the private wallet address disclosed to Banque Syz from Banque Syz's private wallet on which the Tokens are initially deposited at the deployment of the Smart Contract (the "**Initial Token Issuance**"). At the Initial Token Issuance, three hundred (300) Tokens will be issued. Upon acceptance of these T&Cs, each Employee will be granted one Token, the remainder, if any, being held by Banque Syz or distributed to few selected persons determined by Banque Syz (in particular the members of the Board).

5.3 Token valuation

- 5.3.1 The initial valuation of the Tokens will be calculated by dividing the price paid by Banque Syz to acquire the Artwork with the number of tokens issued during the Initial Token Issuance (the "**Initial Price**").
- 5.3.2 Prior to being listed on the Platform, the price of the Syz Art Token will be reevaluated yearly on the 31st of December. The reevaluated price of the Syz Art Token will be disclosed to Token Owners for tax purposes.
- 5.3.3 Upon listing on the Platform, the price of the Syz Art Token will be available directly on the Platform and will reflect its market's valuation.
- 5.3.4 A valuation of the Artwork will be performed on a yearly basis by the curator in charge of the Company's art collection (the "**Curator**"). In no event should this valuation be considered as an investment advice or any advice whatsoever, in particular with regards to any tax implications. It is the responsibility of the Token Owners to evaluate the value of their Tokens based on the market value, as provided by the Platform.

- 5.3.5 In order to prevent any devaluation of the Artwork, Banque Syz undertakes to maintain an open order for Tokens on the Platform, with a floor at the Initial Price, at all times.

5.4 Transfer of the Tokens

- 5.4.1 Each Token can only be validly transferred to any other address on the same blockchain at any time in accordance with the technical rules and notification requirements of the Register. Any rights attached to the Tokens can only be owned by the Token Owner registered in the Register, as such any token owner not registered in the Register will not be recognized as such in accordance with these T&Cs. Any action that technically transfers direct or indirect authority to dispose of the Token to the new Token Owner constitutes a transfer under these T&Cs. This includes, but is not limited to, the transfer of a Token to a new address, the transfer of a private key in the form of a paper wallet, the change of ownership of a smart contract through which the Token is held or the theft of a Token by a hacker.
- 5.4.2 Banque Syz and Taurus have no control over the blockchain, the blockchain addresses and the Tokens and cannot take any technical measures to recover or transfer back the Tokens in case of a technical transfer of Tokens without a valid legal reason (e.g. in case of theft) or in case of a loss of control over the address (e.g. in case of loss of the affiliated private key). It is the sole responsibility of the holder of the Tokens to take appropriate technical security measures and, in the event of an unlawful transfer, take legal action against the alleged unlawful holder of a Token. Subject to an enforceable judgment or clear indications to the contrary, which the previous rightful holder must promptly report to Banque Syz and Taurus, Banque Syz and Taurus will treat the new holder of the Token as the rightful owner and pay any sale proceeds to him. In unclear cases, Banque Syz and Taurus may suspend the payment of the sale proceeds until such time as decided in their sole discretion on the payment of the sale proceeds.
- 5.4.3 The transfer of the Token, when recorded in the Register, results in a transfer of the rights *in rem* with regard to the relevant co-ownership on the underlying Artwork, without affecting the mediation possession relationship governing the ownership of the Artwork (see in particular clause 6.1.1).

6. Important information – Co-ownership

6.1 General

- 6.1.1 Under the in-rem disposition transaction, the Artwork is not handed over directly to the Token Owner; the handover is replaced by a possession mediation relationship and the Artwork remains with Banque Syz for safekeeping (custody). Banque Syz mediates the possession of the Artwork for the Token Owners. The relationship of intermediary of possession is the custody relationship between Banque Syz and the Token Owners. The rules set out in clause 6.2 apply to the custody.
- 6.1.2 The Token Owners expressly declare that they wish to own the property jointly with the other co-owners within the meaning of Articles 646 to 651 of the Swiss Civil Code.

- 6.1.3 The Token Owners also acknowledge that, as of the date of these terms, the applicable regulation to ownership of an Artwork through a possession mediation incorporated in a token is still unclear. To the extent and as long as no such special provisions exist, the parties agree that, as between the parties, each party will undertake, to the best of its capabilities, any measure to safeguard and enforce the provisions of property law and contractual obligations as provided for under these terms. In the case where the conditions agreed between the parties affect third parties, both parties will, to the extent possible, undertake all reasonable efforts to uphold the same contractual provisions and their effect on third parties.

6.2 Day-to-day administration of the Artwork

- 6.2.1 Each Token Owner waives their right to carry out acts of day-to-day administration on the Artwork. This includes, but is not limited to maintenance repairs, care and supervision of the Artwork, enter into contracts for this purpose and exercise the powers arising from such contracts, including the power to pay and collect sums of money on behalf of all the co-owners.
- 6.2.2 As such, each Token Owner expressly agrees that the day-to-day administration as set out above will be performed by Banque Syz directly, by the Curator or by a third-party chosen by Banque Syz exclusively. For the sake of clarity, Banque Syz will be in particular hereby authorized to use, manage, repair and sell the Artwork and to represent the Token Owners in relation with any custodial agreements in the event of custody by third parties.
- 6.2.3 The Token Owners, on a joint and unanimous basis, are entitled to propose administrative actions or repairs to the Artwork. In which case, Banque Syz will assess the proposal and take any necessary actions at its sole discretion. Banque Syz will not be under any obligation to respond formally to any proposal of a single Token Owner or group of Token Owners not acting jointly and unanimously. If Banque Syz formally responds to such a proposition, the response will be published on the Platform or made available by any other mean granting access to any Token Owner.
- 6.2.4 All Token Owners acknowledge that any use of the Artwork beyond measures of value conservation is contrary to the rights and interests of the other Token Owners and hereby agree not to use the Artwork in any such ways.
- 6.2.5 Nonetheless, as an exception to the above, each Token Owner hereby agrees to allow Banque Syz to include the Artwork in its art collection. As such, at its sole discretion, Banque Syz will be authorized to display the Artwork in the context of events, in particular but not limited to, internal and external corporate events organized by Banque Syz, art exhibits to which Banque Syz participates as organizer, sponsor or acting for any other purpose related to such exhibits. Banque Syz will also be allowed to grant access to any necessary third-party or employee for the purpose of ensuring proper conservation of the Artwork, in particular to the Curator, or in case of absence, to any third-party who's role is substantially similar to the role of the Curator.
- 6.2.6 The Token Owners also hereby agree to allow Banque Syz to promote the Artwork at its sole discretion and through any means appropriate, in particular but not limited to, newsletter, external publicity and referral in interviews.

6.2.7 The Token Owners have a right to demand that Banque Syz carries out actions necessary to preserve the Artwork's value and usability and, if necessary, ordered by the court; and (ii) the right, if Banque Syz as custodian or the third party custodian appointed by Banque Syz fails to comply with the order, to take on its own initiative the immediate measures that must be taken to preserve the object from imminent or growing damage, at the expense of all the Token Owners. In order to initiate such a demand, the Token Owner must formally notify Banque Syz of any action undertaken by it that could have caused an adverse effect to the value or usability of the Artwork, within thirty days of becoming aware of such an action.

6.3 Individual right to transfer co-ownership in the Artwork

6.3.1 Each Token Owner also expressly waives its right to approve any sale, pledge or any other transfer or constitution of rights *in rem* on the Token(s) held by each individual Token Owner. Accordingly, Token Owners will not have to be informed in advance of any such contemplated operation by any other Token Owner or given any prior notice.

6.3.2 In order to validly transfer Tokens, the contemplated acquirer must register on the Platform and subject itself to these T&Cs.

6.3.3 In case of any sale, pledge, transfer or constitution of rights *in rem* on the Tokens, the Token Owner undertaking such an operation will be required to notify this operation to the Platform immediately if such an operation happens outside of the Platform.

6.3.4 The same applies in the event of a transfer or encumbrance by law (e.g. inheritance), in which case the legal successor will be obliged to notify such transfer immediately to the Platform.

6.3.5 Unnotified transfers of Tokens, as provided for above under clause 6.3.2 and 6.3.4 will not be recognized by the Company and the Platform. To this end, the Company and the Platform will continue to recognize the registered Token Owner as the owner of the Token. Until the disclosure of the operation, the unnotified new acquirer will neither own nor be allowed to exercise any rights whatsoever relating to the Token. The Token Owners remain solely liable of any damage resulting from unnotified transfers of Tokens.

6.4 Claim for restitution

6.4.1 At any time, all Token Owners, acting jointly and unanimously, may demand early delivery of the Artwork. If such early delivery is requested, any associated costs such as transport, import or custom duties shall be borne by the Token Owners jointly. These costs will have to be paid in full prior to the delivery. Accordingly, a Token Owner cannot demand individually the surrender of the Artwork as long as the Artwork remains with Banque Syz as custodian or the third-party custodian appointed by Banque Syz. Such surrender will only be permitted after the termination of the custodial agreements with the Custodian.

6.5 Storage and custody costs

6.5.1 The costs of storage and in general custody are borne entirely by Banque Syz for the entire holding period.

6.6 Amendments to Clause 6 (*Important information – Co-ownership*)

- 6.6.1 Any rights and duties set out in clauses 6.1, 6.2, 6.3 and 6.4 can be subject to amendments as proposed by Token Owners. In order to request an amendment pursuant to the present clause, Token Owners acting jointly and representing more than 2/3 (two thirds) of the Tokens issued must send an amendment request to the Company.
- 6.6.2 Upon receiving a valid request as set out under clause 6.6.1 above, the Company will convey the amendment request to all Token Owners via their known e-mail address or the Platform's website.
- 6.6.3 The Token Owners will have 30 days from the date on which the e-mail was sent or the amendment request was made available on the Platform's website, whichever is earliest, to cast their vote. In order to be approved, an amendment request must be accepted by a unanimity of Token Owners.
- 6.6.4 Irrespective of the Token Owners' right to amendment, the Company will be authorized, within the limits of the applicable regulation, to amend any clause of these T&Cs in order to comply with any applicable regulations and/or to ensure continuity of the Tokens.

7. Sale of the Artwork

7.1 Sale Process

- 7.1.1 The Token Owners expressly confer an indefinite power of attorney in favor of Banque Syz to sell the Artwork on behalf of the Token Owners, at the sole discretion of Banque Syz. Banque Syz will sell the Artwork in accordance with the terms communicated at the time of sale. The exact timing, channels of sale and contractual terms will be decided by Banque Syz in its sole discretion, to the best of its knowledge and belief, to maximize the proceeds and the celerity of the sale. However, Banque Syz disclaims any liability, such as loss of profit, in connection with the sale.

7.2 Proceeds of the sale

- 7.2.1 The total net sales proceeds (i.e. the sales proceeds less taxes, any third-party transportation and commission fees and other costs and fees in connection with the sale) will be allocated on a pro rata basis to the Token Owners registered on the Platform.
- 7.2.2 The Token Owners registered on the Platform will be able to claim their share of the sale by such a share being credited directly on the Platform, subject to the terms and conditions and any other agreements set out by the Platform. To this end, Banque Syz disclaims any liability with regards to any delay and/or damage suffered by a Token Owner on the processing of the share proceeds through the Platform. Banque Syz shall only be entitled and obliged to perform against the Token Owner recognized as such in the Register and against a corresponding adjustment to the Register.
- 7.2.3 The fees of the payment service provider for the transfer of funds shall be borne by the Token Owners.
- 7.2.4 The Token Owners are fully liable with regards to any transfer made on a wrong bank account and undertake to hold Banque Syz harmless of any damage arising from an incorrect transfer, to the exception of any gross fault or negligence from Banque Syz.

8. Registration agreement

8.1 General information

8.1.1 The registration agreement as set out in clause 0 forms an integral part of these T&Cs. As mentioned above, the Tokens are issued as ledger-based uncertificated securities within the meaning of article 973d CO by registering the Tokens in the Register and agreeing hereby with the initial Token Owners that the rights in rem may only be evidenced through the Register and that any transfer of the Tokens may only be exercised and recorded through the Register (such agreement, the **Registration Agreement**). As a result of such issuance of Tokens as ledger-based uncertificated securities, the Tokens are subject to the terms of the Registration Agreement and the provisions of Articles 973e to 973i CO.

8.2 Specific terms of the Registration agreement

8.2.1 System: Ethereum Mainnet

Issuer: Banque Syz SA

Instruments issued: Syz Art Tokens (ledger-based securities)

Register: blockchain

Source code: Smart Contract

Further information: <https://www.syzgroup.com/en/tokenization-syzart>

Number of ledger-based securities: 300

Transfer restrictions: Residents in Switzerland, the United Kingdom, the European Economic Area member states, Türkiye, South Africa and Uruguay.

8.3 Transfer

8.3.1 Pursuant to clause 5.4.

8.4 Burning

8.4.1 "**Burning**" is the technical process by which a Token is deleted from the Register or otherwise made permanently and demonstrably inaccessible. The Company, at its sole discretion, will be allowed to burn any Token it owns. Prior to Burning Tokens, the Company will notify the Token Owners by e-mail or through the Platform.

8.5 Hard Fork

8.5.1 Pursuant to clause 19.1.7.

8.6 Change of Register

8.6.1 In the event the Company decides to switch to another system or register, it will communicate this decision by e-mail or through the Platform.

8.7 Restricted Jurisdictions

8.7.1 Pursuant to clause 2.1.1.

9. Know-your-customer (KYC)

- 9.1.1 At the Initial Token Issuance, the Tokens will be granted in priority to employees of the Company that will have registered themselves on the Platform. In order to register on the Platform and having the Tokens listed on the Platform, the initial acquirers of Tokens or any subsequent acquirer of Tokens will have to submit themselves to the Platform's Know-your-customer procedure ("**KYC**"). Accordingly, the Company will not perform its own KYC, to the extent it is already undertaken by the Platform.
- 9.1.2 Any sale or any other form of transfer of the Tokens on the Platform, as indicated above under clause 6.3.2, will require potential buyers to comply with the KYC processes required and provided by the Platform directly. To this end, potential acquirers will have to register on the Platform and subject themselves to the Platform's KYC policies exclusively.

10. Smart Contract

- 10.1.1 The Smart Contract relies on the framework developed by the Capital Markets and Technology Association ("**CMTA**"), as amended from time to time (the "**CMTA Framework**"). To this end, the Company relies on the CMTA Framework and shall not be held liable for any defects, weaknesses, vulnerabilities, viruses or bugs, inter alia, which were not identified and resolved by the CMTA at the time of deployment of the Smart Contract.
- 10.1.2 Notwithstanding clause 10.1.1, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory and reputational risks. Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the Smart Contract and Tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of your Tokens.

11. Security

- 11.1.1 You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to receive and store Tokens that are issued to you by the Smart Contract, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or use of Tokens nor shall we be under any obligation to recover or return any Tokens and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) Tokens you own.
- 11.1.2 In particular, the Company shall not be held liable for any loss event (due to, among others, hacking, theft, fraud, cyber-attack, etc. (a "Loss Event")), absent any fraud or gross negligence of the Company, its agents, employees and representatives resulting from any action, omission, or otherwise attributable to any custodian. In case a Loss Event occurs, the Company may notify (but shall not be obliged to) the Token Owner that a Loss Event has occurred and inform such Token Owner of any measures to be taken to mitigate the impact of such Loss Event.

12. Intellectual Property

12.1 Company's IP Rights

12.1.1 Pursuant to this clause, "**Company's IP Rights**" means in relation to the Company, the Initial Token Issuance, these T&Cs, the Smart Contract, all: (i) patents, inventions, designs, copyright and related rights, database rights, knowhow and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future; and (iii) all applications, extensions and renewals in relation to any such rights.

12.1.2 Except as expressly set out in these T&Cs, you are not entitled, for any purpose, to any of the Company's IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the Company's IP Rights and you understand and accept that by acquiring Tokens pursuant to these T&Cs, you shall not: a) acquire or otherwise be entitled to any Company's IP Rights; b) make a claim in respect of any Company's IP Rights or any other equivalent rights; or c) use, attempt to use, copy, imitate or modify (whether in whole or in part) any Company's IP Rights, except with our prior written consent.

12.2 Artwork's IP Rights

12.2.1 Pursuant to this clause, "**Artwork's IP Rights**" means in relation to the Artwork the copyright and related rights, and all other rights of similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future.

12.2.2 Except as expressly set out in these T&Cs, you are not entitled, for any purpose, to any of the Artwork's IP Rights. The author of the Artwork, and the Company if any rights are transferred to it, shall at all times retain ownership, including all rights, title and interests in and to the Artwork's IP Rights and you understand and accept that by acquiring Tokens pursuant to these T&Cs, you shall not: a) acquire or otherwise be entitled to any Artwork's IP Rights; b) make a claim in respect of any Artwork's IP Rights or any other equivalent rights; or c) use, attempt to use, copy, imitate or modify (whether in whole or in part) any Artwork's IP Rights, except with the prior written consent of the author of the Artwork, or the Company if applicable.

13. Disclaimers

13.1.1 To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

- a) Tokens are issued and granted on an "as is" and "as available" basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to the Syz Art Tokens (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
- b) we do not represent or warrant that Syz Art Tokens are reliable, current or defect-free, meet your requirements, or that any defects will be corrected;
- c) we cannot and do not represent or warrant that Syz Art Tokens or the allocation mechanism for Tokens are free of viruses or other harmful components; and

- d) we do not represent or warrant that a secondary market exists or will exist for Syz Art Tokens

13.1.2 These T&Cs do not constitute a prospectus, in particular according to the Swiss Financial Services Act, or a prospectus within the meaning of Directive 2003/71/EC, as amended from time to time, or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. Syz Art Tokens should not be acquired for speculative or investment purposes with the expectation of making a profit on immediate or future resale.

13.1.3 No regulatory authority has examined or approved any of the information set out in these T&Cs. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs does not imply that applicable laws, regulatory requirements or rules have been complied with.

14. Representations and Warranties

14.1 Reference to Schedule 1

14.1.1 These T&Cs are subject to representations and warranties set out in Schedule 1 herein.

14.2 No further representations and warranties

14.2.1 To the extent permitted by law and not explicitly stated otherwise, in particular in Schedule 1 herein, the Company excludes any other representations and warranties in connection with the Artwork and the Tokens.

15. Liability

15.1 Limitation of liability

15.1.1 Benefits and risks in the Artwork shall pass to the co-owners upon purchase. The Company is exclusively liable for the professional management and custody of the Artwork. The Company's liability for damages caused by fault negligence is excluded, save in case of gross fault and/or negligence. Any further liability of the Company is excluded to the extent permitted by law.

15.1.2 Any further liability of the Company in relation to the Artwork and the Tokens is excluded to the extent permitted by law.

15.2 Insurance

15.2.1 The Company will obtain adequate insurance for damage to the Artwork during the holding period. In an insurance case, any insurance imbursement is paid out to the Token Owners proportionately. The costs for the insurance are borne by the Company.

15.3 Liability of Token Owners

15.3.1 The Token Owners agree to fully indemnify Banque Syz against any liabilities, costs, claims, damages and expenses arising in any way in connection with the Token Owners' violation or breach of any of the provisions of these Terms. The indemnity set out in this clause is in addition to, and not in lieu of, any other remedies that may be available to Banque Syz under applicable law.

15.4 Exclusion of liability

15.4.1 To the fullest extent permitted by applicable law, in no circumstances shall:

- a) the Company, its Directors, officers and employees be liable for any damage or loss of any kind arising out of or in any way related to the acquisition, storage, transfer or use of Tokens or otherwise related to these T&Cs, regardless of the cause of action;
- b) the aggregate liability of the Company, its Directors, officers and employees arising out of or relating to these T&Cs or the use of or inability to use Tokens, exceed the amount paid for the acquisition of Tokens;
- c) the Company, its Directors, officers and employees shall not be liable for the technical risks related to, among others, power outage, disconnection, time-out or system failure, delays, transmission errors, disturbance or the overloading or locking-up of the systems or networks involved therewith. In addition, the Company shall not be held liable for any suspension, theft, fraud or loss of Tokens. If the Company detects any security risks, it reserves the right to interrupt the Smart Contract for the protection of the Token Owners at any time until the risk is removed. The Company shall not be liable for any damages incurred as a result of such interruption. The Company cannot guarantee the availability of the internet.

15.4.2 The limitations and exclusions of liability set out in clause 15.1 and 0 shall not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of the Company, its Directors, officers and employees nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

16. Taxation

16.1.1 You are solely responsible for determining whether a transfer via any payment method, the creation, ownership, use, sale, transfer or liquidation of Syz Art Tokens, the potential appreciation or depreciation in the value of Syz Art Tokens over time (if any) and/or any other action or transaction contemplated by these T&Cs will give rise to any tax implications on your part.

16.1.2 You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax. The Company shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your payment and acquisition of Syz Art Tokens under or in connection with these T&Cs.

16.1.3 You agree not to hold the Company, its Directors, officers and employees liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Syz Art Tokens or any other action or transaction related to them. In particular, in no event should the valuation formulated by the Curator, as provided for in clause 5.3.3 be construed as taxation advice from the Company. Each Token Owner remains solely responsible of the risks resulting from improper withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from the acquisition, sale, ownership, use, sale, transfer or liquidation of Syz Art Tokens.

16.1.4 You agree that you are solely responsible for disclosing any relevant information in connection with this clause 16 to the relevant taxation authorities. In no circumstances shall the Company be held liable in case of failure to disclose such relevant information to taxation authorities.

17. Data Protection

17.1 Data collection and storage

17.1.1 Pursuant to these T&Cs, the Company, with regards to the Employees being granted Tokens at the Initial Token Issuance, may store and manage or require you to provide information and/or documents relating to (without limitation):

- a) your identity;
- b) your residential and/or business address;
- c) your personal wallet address;
- d) any other documents or data from which you can be identified, (together, your “**Personal Data**”).

17.1.2 These T&Cs do not cover and are not intended to cover any Personal Data collection of subsequent acquirors of the Tokens. Such subsequent acquirors of Tokens will have to subject themselves to any data policy of the Platform and of any Nominees acquiring Tokens for them.

17.1.3 In case of conflict between this Data Protection clause and the Data Policy of Banque Syz, the latter will prevail.

17.2 Disclosure of Personal Data

17.2.1 We will not disclose your Personal Data except as expressly permitted under these T&Cs and otherwise only with your prior consent. However, we may be required to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these T&Cs, you expressly agree and consent to your Personal Data being disclosed to third parties to any extent required for the purposes of compliance with applicable laws or regulations.

17.2.2 We shall process your Personal Data in accordance with the Swiss Federal Act on Data Protection (“**FADP**”) regarding personal data, and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

- a) processing of transactions related to the Initial Token Issuance pursuant to these T&Cs;
- b) providing you with information about us;
- c) compliance with any requirement imposed by applicable law, by applicable regulation, or by an order of a court or competent governmental or regulatory authority;
- d) management of enquiries and complaints;
- e) subject to clause 18.1.1, resolving any dispute with you;
- f) producing summary information for statistical, regulatory and audit purposes; and/or
- g) any other reasonable purposes permissible and in accordance with applicable law.

17.2.3 Under the FADP, you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing and you have the right to ask that we delete your Personal Data if you are no longer owning a Token. You agree to provide a written request to us should you wish to enforce these rights.

17.2.4 You agree that we may, for the purposes set out in clause 15, permit the transfer of your Personal Data to any jurisdiction and that by accepting these T&Cs, you authorize and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

17.2.5 You acknowledge, accept and understand that these T&Cs, insofar as they relate to the controlling and processing of your Personal Data by the Company, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set out in clause 15.

18. Governing Law and Jurisdiction

18.1 Governing Law

18.1.1 These T&Cs and any dispute or claim arising out of or in connection with these T&Cs shall be governed by and construed in accordance with the laws of Switzerland.

18.2 Jurisdiction

18.2.1 The courts of the Canton of Geneva, Switzerland, shall have exclusive jurisdiction to settle any dispute arising out of these T&Cs.

19. Miscellaneous

19.1.1 The Token Owner understands and accepts that the Company could decide at any point to alter, e.g. for security or technological reasons, the Smart Contract and to run a new version of the Smart Contract.

19.1.2 We may amend these T&Cs from time to time. If we make any amendments to these T&Cs, a notice including the updated version of our T&Cs will be made available by e-mail to the known address or on the Platform's website. To the extent permissible by law, any amended T&Cs shall become effective immediately upon the publication of such notice. It is your responsibility to regularly check your e-mail inbox and or the Platform's website for any such notices.

19.1.3 If any term, clause or provision of these T&Cs shall be deemed illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these T&Cs without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs, which shall remain in full force and effect.

19.1.4 These T&Cs constitute the entire agreement between the Parties in relation to its subject matter. These T&Cs replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.

- 19.1.5 Nothing in these T&Cs shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and the Company and/or other individuals or entities involved with the development and deployment of the Smart Contract and/or the Company Indemnified Parties.
- 19.1.6 The Company may transfer fully or partially, in particular by way of transfer of contract (*Vertragsübernahme; cession de contrat*), its rights and obligations under these T&Cs to one of the Company affiliates or third parties. Each Token Owner hereby consents to such transfer of contract or assignment.
- 19.1.7 Any disagreement among stakeholders of a particular Smart Contract may result in a split of a relevant cryptocurrency into two or more incompatible versions (such an event called a "**Hard Fork**"). The treatment of Hard Forks and similar events (including "airdrops") is uncertain from a legal and practical perspective. Hard Forks may in particular cause Tokens to be duplicated, i.e., one version of the Tokens will remain on a specific version of the Smart Contract, while the other version of the Tokens will be traded on another version of the same Smart Contract. In the event of a Hard Fork, Banque Syz and Taurus will decide at their sole discretion which version of the blockchain will apply to the Tokens and communicate their decision to Token Owners by the means as deemed appropriate at the time of the decision, in particular by e-mail to the known addresses or on the Platform's website.

Schedule 1 – Representations and Warranties

1. Token Owner's Representations and Warranties

By acquiring a Token and therefore accepting these T&Cs, you hereby represent and warrant that:

1. you have carefully read and understood these T&Cs (including all the Schedules hereto);
2. you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with the Company and to perform the obligations set out herein;
3. you confirm that you have read and/or obtained to your full and complete satisfaction separate advice on the T&Cs and the Payment and, as applicable, are accordingly satisfied that any Nominee makes the Payment on your behalf;
4. you further acknowledge that you have received sufficient information with respect to the acquisition of Tokens, including on any representation as they apply to you and that you have had the opportunity to ask questions and receive satisfactory answers concerning any terms and conditions relating to the acquisition of Tokens and the T&Cs and obtain any sufficient additional information in order to evaluate the merits and risk of the acquisition of Tokens and the T&Cs and to verify the accuracy of the information;
5. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
6. you understand that the Tokens confer no rights of any kind with respect to the Company, including, but not limited to, any voting, distribution, redemption, repayment, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;
7. if you are an individual (i.e. a natural person), you are at least 18 years of age (or any other applicable age of majority abroad), you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with the Company on the terms set out herein;
8. if you place an order for the acquisition of Tokens as a corporate entity including, without limitation, any company or partnership (or other type of legal entity that is not a natural person), such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;
9. if you place an order for the purchase of Tokens for or on behalf of an entity or person, you are authorized to accept these T&Cs and enter into a binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Token Owner", "your" or "you" shall also include the entity or person for which you are authorized to place an order);
10. any payment made by you for the purchase of Tokens is not derived from or related to any unlawful activities, including but not limited to, money laundering or terrorist financing activities;
11. you shall not use Tokens to finance, engage in, or otherwise support any unlawful activities;

12. you shall use the Tokens as intended on these T&Cs and you acknowledge and accept that Tokens must not be used other than for the purposes of co-owning the Artwork, and you acknowledge and accept that exchanges of Tokens for a fiat currency, a cryptographic currency or other tokens, will only be possible to the extent that this activity is made available solely by brokers or exchanges places;
13. you understand and consent that whilst it is possible that a secondary market could develop for selling the Tokens, the Company will not initiate a secondary market nor act as an exchange places for Tokens. To the extent a secondary market or exchange places for selling the Tokens does develop, it would be run and operated wholly independently of the Company;
14. placing an order and acquiring Tokens under these T&Cs is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any payment shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
15. you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority;
16. you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of Tokens;
17. you shall provide us with details of an Ethereum Wallet that supports the ERC20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as the Tokens);
18. you understand that the Tokens will not qualify as pure cryptocurrencies coins like for instance Bitcoin or Ethereum and may not be used as such in any way. They will also not and shall not be used in any way as equity, assets, bonds, securities, derivatives or any other financial instruments;
19. you have carefully reviewed the code of the Smart Contract located on the Ethereum blockchain and fully understand and accept the functions as further described in these T&Cs;
20. you understand and accept that any smart contract and/or underlying protocols and/or any other software, and/or any blockchain may either delay and/or not execute and/or not execute properly a transaction due to various factors, including, but not limited to the overall traffic volume, mining attacks, virus and/or similar events;
21. you have carefully reviewed the Risk Factors set forth in Schedule 2 to these T&Cs and fully understand and accept the risks described and the risks associated with contributing to a platform that is new and substantially untested;
22. you are acquiring the Tokens for their inherent functionality and are being aware of the risks associated with it (as further described in Schedule 2 to these T&Cs), and are not contributing to the project for any speculative, investment or other financial purposes;
23. you understand that you do not have any right against Banque Syz, its founders, its shareholders team members, agents, advisors or any other related party to request any refund of your payment;

24. you understand that you bear the sole responsibility to determine if your payment and acquisition respectively of Tokens, usage of Tokens and the potential appreciation or depreciation of the value of Tokens over time, the sale and purchase of Tokens and/or any other action or transaction related to Tokens have tax implications for you; and
25. all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your access to and/or acceptance of possession of these T&Cs.

Schedule 2 – Risk Factors

Tokens are using a new and evolving technology, including, but not limited to, blockchain technology and the Ethereum protocol. Acquiring Tokens and participating in a new form of co-ownership project involves risks. Below are described risk factors, any one or combination of which that may have a material adverse effect on the value or Functionalities of the Tokens. Please read the following risks before acquiring Tokens.

THIS SCHEDULE DOES NOT DISCLOSE OR EXPLAIN ALL THE RISKS ASSOCIATED WITH AND INVOLVED IN THE ACQUISITION OR PURCHASE OF TOKENS. THERE MAY BE ADDITIONAL RISKS THAT ARE NOT FORESEEN OR IDENTIFIED IN THE PRESENT T&Cs. THE COMPANY STRONGLY RECOMMENDS THAT ANY TOKEN OWNER SEEKS PROFESSIONAL ADVICE BEFORE ACQUIRING TOKENS.

1. Risks relating to the Company

1.1 Risk of software weaknesses of the Ethereum Protocol

The Smart Contract is based on the Ethereum protocol. Any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on Tokens and the Smart Contract. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Tokens and the Smart Contract by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The Smart Contract concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still at an early development stage and remains unproven so far. There is no warranty or assurance that the process of creating Tokens will be uninterrupted or error-free, and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of payments for the Tokens and/or the Tokens themselves.

1.2 Regulatory risk for new blockchain technology

Blockchain technology is new and it allows new forms of interaction. It is possible that some jurisdictions will apply existing regulations on, or introduce new regulations addressing blockchain technology-based applications, which may be contrary to the current setup of the Smart Contract and which may, inter alia, result in substantial modifications to the Smart Contract, including its termination and the loss of Tokens for the Token Owner or other material adverse effect on the Tokens.

1.3 Risks associated with uncertain or future regulations and enforcement actions by any supervisory authority.

The regulatory status of Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including specifically (but without limitation to) Tokens. It is also difficult to predict how or whether any legislative, judiciary or regulatory authorities may implement changes to the law and regulation affecting distributed ledger technology and its applications, including especially (but without limitation to) Tokens. Regulatory actions, including but not limited to the application of securities or banking regulations on the Company and/or the Tokens could negatively impact the Company and Tokens in various ways such as, for instance, the requirement for the Tokens to be considered regulated financial

instruments requiring a registration or a license from an authority. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

2. Risk factors relating to Tokens

2.1 Risks associated with tokens in general

Legal status of tokens, including Tokens, is uncertain and may vary depending on their features, and may change in the future. Rules governing the purchase, sale or transfer of tokens, and their formalities, are unclear, and no case law has been rendered in this respect so far. The Company makes no representations or warranties, whether actual or future, in this respect. Tokens may also not be qualified as assets, what may lead to the total loss of Tokens in certain circumstances, e.g. in case of insolvency or bankruptcy or death of the holder.

2.2 Risks associated with the absence of markets for Tokens

The Company cannot anticipate creating any secondary market or any such external valuation of the Tokens. The Company's focus is entirely on the use of the Tokens for the co-ownership project described in these T&Cs. There is likely to be an illiquidity risk with respect to any Tokens you own. Even if secondary sale of Tokens is facilitated by third-party exchanges places, such exchanges places may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation, or alternatively, the exchanges places may be shut down or highly constrained by new regulatory oversight. Furthermore, to the extent that any third party ascribes an external exchange value to Tokens (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile. You should not purchase Tokens for investment purposes. Nevertheless, if you are purchasing the Tokens as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that the Tokens are not offered by the Company on an investment basis. You further acknowledge that any payment that you make under these T&Cs will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity.

2.3 Risk of losing access to tokens due to loss of private key(s), custodial error or any other error

Tokens can only be accessed by using an Ethereum Wallet with a combination of the Token Owner's account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the obtained Tokens associated with your Ethereum Wallet may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your Ethereum Wallet, may be able to misappropriate your Tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store Tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your Tokens.

2.4 Risk of theft

The Smart Contract, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited

to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of payments or Tokens and derive any usage or functionality from Tokens.

2.5 Risk of incompatible wallet service

The wallet or wallet service provider used to receive Tokens must conform to the ERC20 token standard in order to be technically compatible with Tokens. The failure to ensure such conformity may have the result that you will not gain access to your Tokens.

2.6 Risk of uninsured losses

Unlike bank accounts or accounts at some other financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Therefore, in the event of a loss or loss of utility value, no public insurer or private one will not cover such loss.

2.7 Risks arising from taxation

The tax characterization of Tokens is uncertain. You must seek separate tax advice in connection with acquisition, storage, transfer and use of Tokens, which may result in adverse tax consequences to you, including, but not limited to, withholding taxes, transfer taxes, value added taxes, income taxes and any other similar taxes, levies, duties or other charges and tax reporting requirements.

2.8 Unanticipated Risks

Cryptographic tokens such as Tokens are a new and untested technology. In addition to the risks set out in this Schedule 2 to these T&Cs, there are other risks associated with your acquisition, storage, transfer and use of Tokens, including those that the Company may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Schedule 2 to these T&Cs.