

10-11-2025

LOCKER ROOM INTERNATIONALS TERMS

Preamble

In certain geographical areas, Fan Token Management AG, a company limited by shares incorporated in Switzerland with company registry number CHE-219.335.797 (“FTM”, “We”, “Us”, “Our”), may make the Locker Room Internationals feature (the “Feature”) available to you (“User”, “You”, “Your”) through the fan engagement platform Socios.com (“Platform”, “Socios.com Platform”). Although the Feature is intended to be available to a large number of Users across various jurisdictions, We reserve the right to block access and the use of the Feature (in whole or in part) to any Prohibited Users, individuals in Excluded Jurisdictions, or to any other Users as We deem fit to ensure the integrity of the Feature and the Platform, and to comply with applicable laws and regulations. If You are within the geographical areas We cover for this Feature, You may access and use the Feature in accordance with these Locker Room Internationals Terms (“Terms”). These Terms, which may be amended from time to time by FTM, solely govern the conditions under which You are able to access and use the Feature, and shall be read, interpreted, and understood as an extension of the Socios.com Platform Terms (the “Platform Terms”). The Platform Terms remain fully applicable when accessing and using the Feature. Please read these Terms carefully before You use any of the functionalities described herein. By accessing the Platform and participating in the Feature, You agree to be bound by these Terms and all other terms that are hereby incorporated by reference.

The Feature, nor any part thereof, is not an investment product and should not be interpreted as offering any financial gains, returns, investment benefits, or similar incentives. By participating in the Feature, You acknowledge and accept that: (i) you possess sufficient knowledge of blockchain and smart contract technology to understand the on-chain mechanisms described in these Terms and the risks associated with such mechanisms, or will seek professional advice before using the Feature; (ii) the Feature primarily constitutes a fan engagement functionality and no token will be issued or offered to the public unless FTM publishes a crypto-asset whitepaper and officially announces a public offering for the respective crypto-asset in compliance with applicable laws; and (iii) no return or profit are guaranteed.

1. DEFINITIONS

1.1. **Chiliz Chain** means a Layer-1, public, permissionless, decentralised, blockchain infrastructure using Proof-of-Staked-Authority consensus (PoSA). Initially launched by FTM's Affiliate, it was specifically designed for the sports and entertainment industries. It enables the creation, trading, and management of digital assets, promotes engagement, and drives traffic within these sectors.

1.2. **CHZ Tokens or CHZ** means the native digital token of the Chiliz Chain, which serves as the unit of account-gas token, and also the governance token of the Chiliz Chain.

1.3. **CHZ Bonus** means the staking rewards constituting CHZ Tokens that are accrued by the action of Users staking their CHZ Tokens on the Chiliz Chain mainnet according to the rules of the Chiliz Chain governance and the Proof-of-Staked-Authority (PoSA) consensus mechanism accessible at <https://docs.chiliz.com/>, and as further described under these Terms.

1.4. **Fan Token(s)** means a utility token based on the standard CAP20. These tokens are permissionless and are issued by FTM in collaboration with licensed third parties, and can be used on the Platform, unless otherwise stated. Every Fan Token is specific to a particular football club/team/influencer/league/organisation and is to be used as voting power in the Polls.

1.5 **Fan Token Bonus** means an additional amount of Fan Tokens equivalent to 10% of a User's Fan Token allocation which the User is eligible to receive at the end of the Offering Stage for participating in the respective Campaign during the Interest Stage, as further described within these Terms.

1.6. **Interest Stage** means a period of time starting from the Opening Date being November 10th, 2025, and ending: (i) upon commencement of an Offering Stage; or (ii) on the Closing Date being April 30th, 2026; or (iii) on a date prior to the Closing Date as dictated by FTM at its sole discretion; whichever occurs the earliest.

1.7. **Offering Stage** means a token generation and primary distribution event that may occur only in the event that a Partnership Agreement is concluded with a Potential Partner.

1.8. **Partner** means a third-party sport organisation in collaboration with which FTM has a Partnership Agreement and may issue Fan Tokens.

1.9. **Partnership Agreement** means a definitive agreement between FTM and a Potential Partner for the issuance and distribution of the respective Partner's Fan Token.

1.10. **Platform or Socios.com Platform** means the digital fan engagement platform 'Socios.com' accessible through the interface <https://www.socios.com> and the mobile app Socios.com, managed by an Affiliate of FTM, operating on the basis of blockchain technology and smart contracts for the purpose of offering a tokenized voting platform where fans can execute voting rights related to their favourite partners and benefit from extra benefits through Fan Tokens as well as other services and features.

1.11. **Post-Locker Room Period** means the period starting immediately after the end of a Campaign, and, in the event where there is an Offering Stage, the period during which the Fan Tokens become claimable.

1.12. **Socios.com Account** means the account created and managed by the User within the Socios.com Platform, which is strictly personal to the User and associated with the User's Socios.com Wallet.

1.13. **Socios.com Main Validator Node** is an active node operated by an Affiliate of FTM on the Chiliz Chain.

1.14. **Socios.com Wallet** means a non-custodial digital wallet in which the User is responsible for storing and managing their digital assets, thereby giving the User control over her/his digital assets. The Socios.com Wallet will be accessible by Users through the Platform interface, and access thereto will be subject to the specific [“Socios.com Wallet Terms”](#).

Any capitalised terms that are not defined herein shall automatically have the meaning given to them in the Platform Terms.

2. GENERAL PROVISIONS

2.1. Description

The Locker Room Internationals Feature enables You to express Your interest in a potential, but unguaranteed, Partnership Agreement between FTM and any national football team available within the Feature, the selection of which is determined at FTM's sole discretion (“**Potential Partners**”), by staking Your CHZ Tokens (“**Staked Tokens**”) into the corresponding team-specific campaigns (“**Campaigns**”), and, upon announcement of a Partnership Agreement between FTM and the respective Potential Partner (“**Confirmed Partnership**”) (if any), participate in the eventual public offering of the Potential Partner's Fan Token according to the terms and conditions described herein, and further described within the respective crypto-asset white paper (“**White Paper**”) published by FTM, if any.

Staked Tokens are delegated to the Socios.com Main Validator Node on the Chiliz Chain governance, thereby generating a CHZ Bonus to which You will be entitled in accordance with the rules of the Chiliz Chain's consensus mechanism, regardless of whether a Partnership Agreement associated with the Campaign in which You have participated is signed. In the event of a Confirmed Partnership, Users who participated in the respective Campaign throughout the Interest Stage will be eligible to receive a Fan Token Bonus to which they will be entitled following the Offering Stage, with such Fan Token Bonus being based on the amount of Staked Tokens in the Campaign during the Interest Stage.

The Feature will be made available from November 10th, 2025 (“**Opening Date**”) to April 30th, 2026 (“**Closing Date**”). Users have the right to cancel their participation by unstaking their Staked Tokens at any time during the duration of the respective Campaign, regardless of whether this is done during the Interest Stage or during the Offering Stage.

2.2. Eligibility

Users are eligible to use the Feature provided that:

- We make the Feature available to You on the Platform;
- You hold the required number of CHZ Tokens in Your Socios.com Wallet;
- You are in compliance with the Platform Terms;
- You have read, understood, and agreed with the provisions related to the Feature (including any additional instructions and/or limitations outlined in the Feature itself on the Platform) and to the staking of Your CHZ Tokens on the Chiliz Chain mainnet, and;
- You have ensured that the Feature and the staking of Your CHZ Tokens on the Chiliz Chain mainnet are legal and compliant with the laws and regulations applicable to You.

2.3. Access

The Feature is made available to You according to the identity associated with Your Socios.com Account, and You may not use the Feature for or on behalf of any third party. We may at Our sole discretion modify the Feature in whole or in part, including the provisions and/or the rules and restrictions related thereto and this may affect Your eligibility and use of the Feature as a whole, however this should not affect any ongoing Campaigns which You would have previously decided to participate in nor the respective Staked Tokens (unless such modification is due to regulatory reasons in which case FTM and its Affiliates will not be held liable should such modifications affect any ongoing Campaigns You were participating in). In addition, FTM may decide to block specific Campaigns or parts of the Feature in certain geographical areas while still offering the Feature as such.

3. TIMELINES

THE FEATURE PRESENTS A TEAM-SPECIFIC CAMPAIGN FOR EACH POTENTIAL PARTNER. FOR THE PURPOSE OF THIS SECTION, EACH PERIOD OF TIME OR EVENT, WHETHER REFERRING TO THE INTEREST STAGE, THE OFFERING STAGE, OR THE POST-LOCKER ROOM PERIOD, MUST BE UNDERSTOOD AS BEING SPECIFIC TO EACH PARTNER-RELATED CAMPAIGN. THE RESPECTIVE TIMELINES MAY DIFFER, WITH THE EXCEPTION OF THE OPENING DATE AND CLOSING DATE, WHICH SPECIFICALLY REFER TO THE START AND ENDING OF THE FEATURE.

3.1. Interest Stage

The Interest Stage starts on the Opening Date for all Campaigns, and ends, independently for each Campaign: (i) upon the start date of the Offering Stage; or (ii) on the Closing Date in the event that no Offering Stage takes place; or (iii) at any point before the Closing Date as decided by FTM at its sole discretion by removing the respective Potential Partner from the Platform. In the event of a Confirmed

Partnership, the end date and time of the Interest Stage for the respective Campaign on the Platform will be communicated.

Where FTM decides to terminate the Interest Stage before the Closing Date, You will no longer be able to stake additional CHZ Tokens within the respective Campaign, and Your Staked Tokens will be unstaked on Your behalf and made available for You to claim through the Platform. However, FTM may alternatively, at its sole discretion, allow Users to maintain their Staked Tokens within the respective Campaign until the Closing Date, in which case such Staked Tokens will continue accruing a CHZ Bonus until the Closing Date. Any such details will be communicated by FTM.

3.2. Offering Stage

Upon the announcement of a Confirmed Partnership and the publication of the respective White Paper, FTM will communicate to Users the date and time on which the Offering Stage for the Partner's Fan Token shall start and terminate. The dates and duration of the Offering Stage are determined by FTM at its sole discretion and will be outlined in the respective White Paper. During the Offering Stage, Users can subscribe for the Partner's Fan Token either by: (i) maintaining their Staked Tokens within the respective Campaign; or (ii) actively staking CHZ Tokens during the Offering Stage within the respective Campaign. Participation in the Offering Stage is not conditional upon having previously participated during the Interest Stage, and all Users of the Platform can choose to participate in a Campaign solely during the Offering Stage. Users who participated in the respective Campaign during the Interest Stage have the right, but no obligation, to also participate in the Offering Period.

During the Offering Stage, Users can still unstake their Staked Tokens at any point under the same conditions as during the Interest Stage and as described under these Terms.

During the Offering Stage, Users will have access to all information related to the Fan Tokens that are being offered, including the ticker and price, as well as a disclosure of risks, which will be indicated in a fair and clear manner in the respective White Paper. White Papers may be updated from time to time at FTM's sole discretion. You should base any decision to acquire the respective Fan Token on the content of the White Paper as a whole, but seeking independent financial, tax, and legal advice is highly recommended. Do Your Own Research (DYOR) before participating in any Offering Stage. The offer to the public of the Fan Tokens does not constitute an offer or solicitation to purchase financial instruments.

The User understands and acknowledges that FTM reserves the right to terminate an ongoing Offering Stage at any time and for any reason whatsoever. Any Offering Stage will be governed by its own binding terms, risk factors, eligibility rules, allocations, caps, vesting and/or lock-up periods, if any, and timelines. Participation in an Offering Stage may require additional steps, consents, and checks.

3.3. Post-Locker Room Period

3.3.1. Post-Locker Room Period where there was an Offering Stage

Upon the expiration of the Offering Stage, Users who did not unstake their Staked Tokens will forfeit their right to unstake them to FTM's benefit, and such Users will have a right to claim the respective Partner's Fan Token. The amount of Fan Tokens that the User is entitled to for forfeiting the right to unstake the Staked Tokens will be calculated through a formula that is based on the market price for CHZ as at the start date of the Offering Stage, and the fiat price of the Fan Token provided in the respective White Paper. The amount of Fan Tokens that is claimable by the Users is entirely dependent on the Users themselves, based on how many Staked Tokens they decide to keep staked (if any) until the end of the Offering Stage. Users may decide to unstake all their Staked Tokens before the end of the Offering Stage and therefore not be entitled to any Fan Tokens whatsoever, whilst they may also decide to unstake some (and not all) of their Staked Tokens and therefore receive fewer Fan Tokens, always based on the calculation method mentioned herein.

Prior to the expiration of the Offering Stage, and hence prior to the start of the Post-Locker Room Period, any Staked Tokens remain Yours to unstake and may be unstaked in accordance with the Chiliz Chain's consensus mechanism rules. The CHZ Bonus i.e. the CHZ Tokens earned as staking rewards, will not be counted towards the calculation when of the Partner's Fan Tokens the User will be entitled to during the Post-Locker Room Period.

In the event that You have maintained Your Staked Tokens within a Campaign until the end of the Offering Stage, You will be able to claim the respective Partner's Fan Tokens to which You are entitled after the expiration of 72 hours starting from the end of the Offering Stage, up until May 18th, 2026, at 12:00pm CET ("**Claim Period**"). If You have not claimed any such Staked Tokens and/or the Fan Tokens to which You are entitled by the end of the Claim Period, FTM will thereafter airdrop Your Staked Tokens (and the corresponding CHZ Bonus) and/or Your Fan Tokens directly to Your Socios.com Wallet. Once an airdrop transaction is successfully broadcast and confirmed on the Chiliz Chain, such transaction is final. Whilst FTM will use commercially reasonable efforts to complete airdrops immediately following the expiration of the Claim Period, no specific timing is guaranteed. You are solely responsible for any tax liability arising from any airdrop transaction.

Upon the start of the Post-Locker Room Period, the Fan Tokens may be listed on centralised and decentralised exchanges, where separate terms and conditions may apply. Users may also buy and sell Fan Tokens on any decentralised exchanges that may be accessible through the Platform interface, if the Fan Tokens are listed thereon. Such centralised and decentralised exchanges are not operated in any manner whatsoever by FTM or any of its Affiliates.

3.3.2. Post-Locker Room Period where there was no Offering Stage

Any Staked Tokens (and the corresponding CHZ Bonus) which were staked as part of a Campaign that did not result in an Offering Stage and was terminated earlier at

FTM's discretion, will be unstaked on Your behalf upon the start of the Post-Locker Room Period, and will be made available for You to claim on the Platform upon successful completion of the unstaking process.

In the event of a Campaign where no Offering Stage took place, but FTM did not terminate such Campaign and still allowed Users to maintain their Staked Tokens in such Campaign, Users must claim their Staked Tokens (and associated CHZ Bonus) before expiration of the Claim Period. If You have not claimed any such Staked Tokens (and associated CHZ Bonus) to which You are entitled by the end of the Claim Period, FTM will thereafter airdrop Your Staked Tokens (and associated CHZ Bonus) directly to Your Socios.com Wallet. Once an airdrop transaction is successfully broadcast and confirmed on the Chiliz Chain, such transaction is final. Whilst FTM will use commercially reasonable efforts to complete airdrops immediately following the expiration of the Claim Period, no specific timing is guaranteed. You are solely responsible for any tax liability arising from any airdrop transaction.

4. MECHANICS

4.1. Smart contract

The Feature relies on the use of smart contract technology. The smart contract deployed by FTM on the Chiliz Chain for the purpose of the Feature ("**Smart Contract**") handles: (i) the delegation of CHZ Tokens to the Socios.com Main Validator Node on the Chiliz Chain's PoSA consensus mechanism; (ii) the processing of unstaking and undelegation requests in relation to Staked Tokens; (iii) the determination of the amount of Fan Tokens that can be claimed by the User based on the quantity of Staked Tokens as per the calculation method mentioned in these Terms; (iv) the distribution of Staked Tokens, CHZ Bonus, and Fan Tokens. Therefore, by participating in the Feature and any of the Campaigns made available, You expressly authorise the Smart Contract to act on Your behalf to: (i) delegate/stake Your CHZ Tokens to the Socios.com Main Validator Node on the Chiliz Chain; (ii) submit and process unstake/undelegation requests; (iii) after the expiration of the Offering Stage (where applicable), determine the amount of Fan Tokens that You can claim based on the quantity of Your Staked Tokens as per the calculation method provided in these Terms; and (iv) receive and forward any Staked Tokens, CHZ Bonus, and Fan Tokens to Your Socios.com Wallet; all in accordance with Chiliz Chain protocol rules and these Terms.

4.2. CHZ Staking

Users participate in the Feature by delegating their CHZ Tokens to the Socios.com Main Validator Node on the Chiliz Chain staking mainnet. Staked Tokens delegated to the Socios.com Main Validator Node via the Smart Contract are natively staked on the Chiliz Chain's governance contract and generate staking rewards as per the rules of the Chiliz Chain consensus mechanism resulting in the CHZ Bonus. You can

stake any CHZ Tokens which You have available in Your Socios.com Wallet and that are not already staked, locked, or encumbered in any manner whatsoever. Your Staked Tokens remain associated with your Socios.com Wallet at all times, and You remain responsible for the security, control, and access of your Socios.com Wallet, including the private keys associated with your wallet, as further described under the Socios.com Wallet Terms.

To participate in any Campaign, Users must stake a minimum of 100 (one hundred) CHZ Tokens, however, Users are not restricted in the maximum amount of CHZ Tokens they can stake within each Campaign, and You may stake additional CHZ Tokens on top of Your initially Staked Tokens in as many transactions as You wish, whether during the Interest Stage or during the Offering Stage (if any). Users are not restricted to participating in only one Campaign and can participate simultaneously in more or all Campaigns made available on the Platform, provided that You cannot stake the same CHZ Tokens in more than one Campaign at a time. Your Staked Tokens may not be transferred out, traded, sold, or otherwise disposed of, until: (i) You choose to unstake the Staked Tokens and successfully complete an unstake process and claim your CHZ Tokens on the Platform before expiration of the Interest Stage or Offering Stage (whichever is applicable); or (ii) until You claim Your CHZ Tokens during the Claim Period; or (iii) until FTM airdrops Your CHZ Tokens following expiration of the Claim Period; whichever occurs earlier. A summary of Your Staked Tokens will be available via the Socios.com Wallet transaction history.

4.3. Unstaking process

Users can unstake any amount of Staked Tokens at any point in time during the duration of the respective Campaign, regardless of whether this is done during the Interest Stage or during the Offering Stage (if any). By unstaking Your total amount of Staked Tokens, the CHZ Bonus generated by Your Staked Tokens will also become available for You to claim on the Platform. For any Campaign, You remain responsible: (i) to initiate any unstake request from the Platform before the end of the Interest Stage or the Offering Stage (if any), whichever is applicable; and (ii) to claim back Your CHZ Tokens. If You have not initiated and completed a valid unstaking process before the end of the Interest Stage or the Offering Stage (if any), whichever is applicable, FTM will unstake any remaining Staked Tokens on Your behalf and return such Staked Tokens directly to Your Socios.com Wallet via an airdrop mechanism upon expiration of the Claim Period. Once an airdrop transaction is confirmed on the Chiliz Chain, the transaction is final and cannot be reversed. While FTM will use commercially reasonable efforts to complete airdrop transactions immediately after the expiration of the Claim Period, no specific timing is guaranteed. You acknowledge and accept that airdrop transactions are subject to blockchain and smart contract risks, including failed transactions for reasons beyond FTM's control. FTM's liability, if any, remains subject to the limitations described in these Terms.

You understand and accept that to ensure the proper functioning of the Feature, the Smart Contract will receive and place Your unstaking request in a first-in, first-out queue together with unstaking requests from other Users, and will submit batched unstake transactions at rolling intervals of approximately 48 to 72 hours. All requests

pending in the queue at the time a batch is executed will be unstaked within the same batch, subject to on-chain limits, gas constraints, and protocol validation. After a batch unstake is submitted, Your Staked Tokens will follow the protocol's unstaking rules, which impose a cooling period of two full epochs (i.e. up to 72 hours) before Your CHZ Tokens become claimable. Once claimable, Your CHZ Tokens will route to the Smart Contract, which will then make them available for You to claim on the Platform. Only once this process has been completed will the unstaking process be deemed successfully completed. If You attempt to initiate multiple unstaking requests before Your prior unstaked CHZ Tokens have been claimed, subsequent requests may be rejected or re-queued to comply with protocol constraints. You acknowledge and accept that this flow may introduce additional on-chain steps, timing, and failure modes inherent to smart contract execution outside FTM's direct control. Until the unstaking process is fully completed and You have claimed Your CHZ Tokens back to your Socios.com Wallet, Your CHZ Tokens may not be transferred out, traded, sold, or otherwise disposed of. Once Your CHZ Tokens have been claimed, You may stake them again within any Campaign available on the Platform, if available.

4.4. CHZ Bonus

By participating in the Feature and staking CHZ Tokens within any Campaign, You will be entitled to a CHZ Bonus consisting of the staking rewards in the form of CHZ Tokens generated by Your Staked Tokens in accordance with the rules of the Chiliz Chain's consensus mechanism. On the Chiliz Chain, staking rewards auto-compound into the Users' staked balance with each epoch (approximately every 24 hours). Users become eligible for the CHZ Bonus by staking CHZ in at least one Campaign for not less than a full epoch (approximately 24 hours). By unstaking Your entire amount of Staked Tokens, Your CHZ Bonus will therefore also become claimable. Staking rewards will stop being generated as soon as You request to unstake Your total amount of Staked Tokens, or following expiration of the Offering Stage (if any) or termination of a Campaign, whichever applies in respect to the Campaign in which You participated. The CHZ Bonus becomes claimable upon successful completion of the unstaking process, or upon the start of the Claim Period, or following the termination of a Campaign at FTM's sole discretion, whichever occurs first.

Staking rewards are not guaranteed and depend on Chiliz Chain protocol rules and Socios.com Main Validator Node performance. FTM does not warrant any return, annual percentage rate (APR), annual percentage yield (APY), price, or liquidity. The APR indicated on the Platform for calculation of the CHZ Bonus is dynamic and based on the current APR of the Socios.com Main Validator Node on the Chiliz Chain governance staking. FTM (nor its Affiliates) does not set staking reward rates, timing, or distribution rules; these are protocol-level mechanics inherent to the Chiliz Chain and outside of FTM's control. You are entitled to the staking rewards that accrue on Your Staked Tokens as specified by the protocol, subject to any on-chain requirements, minimums, fees, or unstaking mechanics as described in these Terms. The Chiliz Chain may impose unbonding or lock-up periods, minimum delegation amounts, reward claim rules, slashing or penalty conditions, and other technical

constraints. By participating in the Feature, You accept any such protocol-level constraints and risks, and FTM and its Affiliates bear no liability whatsoever towards You in relation thereto. Any validator-level commission/fee may apply and may be deducted automatically at the protocol level.

The CHZ Bonus shall be strictly limited to that described herein and as determined by the Chiliz Chain consensus mechanism rules and on-chain mechanics. Staking rewards are non-exchangeable, non-replaceable against another reward or prize, and no cash alternative is offered. Other than the right to unstake and claim Your CHZ Bonus, You are expressly renouncing to claim any further rights, assets, products, or services in relation to the Staked Tokens and/or CHZ Bonus.

4.5. Fan Token Bonus

By participating in the Interest Stage of a Campaign related to a Potential Partner which Campaign results in an Offering Stage, You will be entitled to receive a Fan Token Bonus of the respective Partner's Fan Token for Your early participation, provided that: (i) an Offering Stage effectively takes place for the respective Campaign; and (ii) You have Staked Tokens in the respective Campaign as at the end of the Offering Stage. Upon expiration of the Offering Stage, Users who did not unstake their Staked Tokens will be eligible to receive the Fan Token Bonus to which they are entitled via airdrop, which airdrop transaction shall be executed by FTM not less than 72 hours after the start of the Claim Period for the respective Partner's Fan Token.

The Fan Token Bonus shall be calculated solely on the lesser of either of the following amounts: (i) the total amount of Staked Tokens as at the end of the Interest Stage; or (ii) the total number of Staked Tokens as at the end of the Offering Stage. Solely by way of example and for the sake of clarity on how the calculation of the Fan Token Bonus will be made, please see the following five scenarios: (i) if You have 100 Staked Tokens at the end of the Interest Stage, and 100 Staked Tokens at the end of the Offering Stage, Your Fan Token Bonus will be calculated on 100 Staked Tokens; (ii) if You have 100 Staked Tokens at the end of the Interest Stage, and 50 Staked Tokens at the end of the Offering Stage, Your Fan Token Bonus will be calculated on 50 Staked Tokens; (iii) if You have 100 Staked Tokens at the end of the Interest Stage, and 150 Staked Tokens at the end of the Offering Stage, Your Fan Token Bonus will be calculated on 100 Staked Tokens; (iv) if You have 100 Staked Tokens at the end of the Interest Stage, and 0 Staked Tokens at the end of the Offering Stage, Your Fan Token Bonus will be calculated on 0 Staked Tokens, and hence You will not be entitled to any Fan Token Bonus; (v) if You have 0 Staked Tokens at the end of the Interest Stage, and 100 Staked Tokens at the end of the Offering Stage, Your Fan Token Bonus will be calculated on 0 Staked Tokens, and hence You will not be entitled to any Fan Token Bonus.

The Fan Token Bonus will be airdropped directly to Your Socios.com Wallet during the Claim Period for the Partner's Fan Tokens, irrespective of the date and time on which the User effectively claims the Partner's Fan Tokens.

Notwithstanding anything to the contrary contained in these Terms, Users residing in the United Kingdom are not eligible to receive any Fan Token Bonus, regardless of their participation in the Feature. Furthermore, FTM may decide, in its sole discretion and at any point throughout the duration of the Feature (due to regulatory restrictions or any other reason), that Users residing in specific jurisdictions will not be eligible to receive any Fan Token Bonus, regardless of their participation in the Feature.

5. RISKS

5.1. Staking and Smart Contract Risks

By participating in the Feature, Users accept and acknowledge the following risks, including in relation to the staking and the use of Smart Contract:

- **Slashing Risks:** Slashing is a security mechanism traditionally built into Proof-of-Stake (PoS) blockchains which consists of a penalty imposed on validators who do not respect the network rules. Slashing is a method aimed to make validators act responsibly and in Chiliz Chain's best interest. It therefore discourages malicious activities like double-signing, prolonged downtime, and validating invalid transactions.
- **Dependency on Validators' behaviors:** When slashing occurs, the validator's staked CHZ Tokens, as well as CHZ Tokens delegated by Users, can be partially or entirely "slashed" (i.e. destroyed or lost as a penalty). These slashing penalties affect both validators and delegators who have staked CHZ with the validator being slashed, and may result in losing a portion of the delegated CHZ in proportion to the amount staked by that validator. On the Chiliz Chain, two slashing penalties occur depending on the amount of blocks per epoch missed by the validator, which is based on the total amount of blocks in the said epoch and the amount of validators. The exact formula can be found on Chiliz Chain Developers Docs available [HERE](#).
- **Validator Downtime:** Users' staking rewards depend on the validator performance during each epoch. If a validator encounters downtime, it might not be able to validate blocks for a certain period of time, and therefore would not earn the rewards generated in these missed blocks. Additionally, extended downtime may lead to losing all rewards generated during a specific epoch, or lead the validator to be 'jailed' for a period of 4 epochs, during which the validator will therefore generate no rewards.
- **Unbonding:** Validators may simply decide to stop participating in the Chiliz Chain and unstake (unbound) their CHZ Tokens, which would result in the validator no longer generating rewards. In this scenario, the validator would no longer have the minimum amount of CHZ Tokens staked to operate, and would downgrade from 'active' to 'candidate'.
- **Smart Contracts Vulnerabilities:** By participating in the Feature, you are interacting with smart contracts, which involves the risk that the Smart Contract code contains bugs or a security vulnerability. Bugs and vulnerabilities in smart contract code can result in a loss to You. Users must be aware that there is no certainty that the cryptography that underpins the blockchain will never be broken, potentially resulting in a loss to You.

- **Comprehensive Testing:** The Smart Contract was extensively tested in multiple scenarios to ensure reliability and correctness throughout. However, complex software such as the Smart Contract and all other software applications that are used for the Feature are never entirely free from defects, errors, bugs, and security vulnerabilities. FTM does not warrant that the Feature, the Smart Contract, or each Fan Token contract will be free from defects, errors, and bugs. If any issues or problems arise in connection with the participation in the Feature, it may take days, weeks, or months to resolve, and some issues may not be resolved at all.
- **Network Upgrades:** Upgrades to the blockchain (often called “hard fork” or “forks”) may create instability, vulnerabilities, or may have unintended adverse effects and change the way in which the staking mechanisms described in these Terms work. Any malfunction, unintended function or unexpected functioning of the blockchain may consequently cause staking to malfunction or function in an unexpected or unintended manner.
- **Bugs and Exploits:** Hackers and other groups or organisations may also attempt to interfere with the staking mechanisms, in a number of ways, including, without limitation, denial of service attacks, sybil attacks, spoofing, malware attacks or consensus-based attacks. When staking mechanisms, other smart contracts or components are released as open-source software, hackers or other individuals may uncover and exploit intentional or unintentional bugs or weaknesses, which may negatively affect the blockchain. In these scenarios, Users’ assets, in particular staking rewards, may be subject to expropriation and/or theft.
- **No Liability for Third-Party Software:** Staking mechanisms rely in part upon third-party software, including custodian and non-custodian wallets connected to Chiliz Chain network, that FTM does not operate or maintain. FTM does not guarantee the security or functionality of any third-party software and We are not responsible for any losses due to the failure or exploitation of the third-party software. You should familiarise yourself with the third-party software and only participate in the Feature if you are comfortable with the software and the risks associated with it.
- **Loss of Private Keys:** One of the main factors of risks resides in the controlling and safekeeping of the private keys that allow You to access and move Your assets. FTM (nor its Affiliates) does not have access to Your assets or to Your private keys, and You are fully responsible for safeguarding any crypto-assets that come into Your possession by ensuring the security and confidentiality of the private keys which control access to those assets. You should understand and protect Yourself against the risk that Your private keys will be lost or stolen, thus resulting in a loss of your crypto-assets.
- **Governance Changes:** The Smart Contract You interact with when participating in the Feature is governed through the Chiliz Chain governance, where proposals are voted on by the Chiliz Chain validators. This gives validators on the Chiliz Chain the privilege of voting on changes to the underlying technology supporting the execution of the Smart Contract that You interact with. There is a risk that any changes that they might make in the future would result in a loss or other negative effect on You and Your Staked Tokens.

- **No Centralised Authority:** As the Chiliz Chain is governed through validators staking governance, no central authority has control over the proposed changes or their implementation. FTM does not have any legal obligation to assess any changes to the Chiliz Chain network or warn You about or take any other action with respect to any governance proposal that might lead to a Smart Contract change.
- **Validator Network Diversity:** Chiliz Chain's validator set continues to grow and diversify, enhancing resilience against potential centralisation or targeted attacks. However, any transaction taking place during the Feature may be delayed or not be executed due to the transaction volume on the blockchain, mining attacks, and/or similar events.
- **Network condition and performance:** Staking rewards distributed to validators and their delegators are generated from the CHZ inflationary mechanism and from priority fees paid by Chiliz Chain users to get their transactions prioritised. Because network conditions can change, Users must understand that past rewards do not necessarily predict future rewards as the amount of rewards in each block may vary.
- **Redemption and market value:** When undelegating Your CHZ Tokens on the Chiliz Chain, there is a cooling period of 2 full epochs (up to 86,400 blocks or approximately 2 days) before You can claim the undelegated CHZ Tokens. During this period, delegators are not able to transfer, sell or redelegate their CHZ Tokens to validators. This risk must be taken into account when undelegating CHZ, as crypto-assets can be highly volatile and the market value of CHZ could be significantly higher or lower by the time the cooling period is complete and users claim back their CHZ Tokens.
- **Legal and Regulatory Risks:** Blockchain technology and native blockchain staking are regulated differently according to the laws of the jurisdiction under which You have established residency. We strongly encourage Users to seek appropriate legal guidance in order to ensure that staking activities are in compliance with their local laws and regulations, including when Users intend to establish themselves in different jurisdictions.
- **Regulatory Uncertainty:** Blockchain technologies and staking activities are subject to many legal and regulatory uncertainties. The regulatory landscape for blockchain technology and related services is constantly evolving around the world and any future changes may negatively affect, restrict or impact in various forms staking activities, which could impede or limit the ability to continue the use of such assets and technologies.
- **Compliance Issues Risk:** Users must be aware that their on-chain/off-chain activities may be subject to scrutiny from tax authorities, financial regulators, or law enforcement agencies. Because these on-chain/off-chain activities may involve multiple transactions, Users are strongly encouraged to, and should take any necessary steps, including seeking guidance from professional advisors, to ensure they can demonstrate compliance with any applicable laws.

5.2. Fan Tokens Risks

By participating in the Feature, Users accepts and acknowledges the following risks in relation to Fan Tokens:

- **Blockchain Dependency Risk:** Fan Tokens are built on the Chiliz Chain, making it inherently reliant on the stability, security, and long-term operation of the underlying blockchain. Any disruptions, protocol upgrades, or governance decisions on the Chiliz Chain could potentially impact Fan Tokens' functionality, transaction speed, and overall ecosystem integration. Changes to gas fees, validator incentives, or consensus mechanisms may also influence transaction costs and user adoption.
- **Ecosystem Dependency Risks:** Fan Tokens may be compatible with many platforms across the Chiliz Chain or even the wider EVM Ecosystem. It is always best practice to only interact with reputable platforms.
- **Evolving Technology Risks:** Blockchain technology is rapidly evolving, and new standards, protocols, or competitor chains could render existing Fan Token implementations obsolete.
- **Regulatory Compliance Risks:** Issuers of crypto-assets must adhere to a wide array of ever-changing regulatory requirements across different jurisdictions. Non-compliance can result in fines, sanctions, or the prohibition of the crypto-asset offering, impacting its viability and market acceptance.
- **Operational Risks:** These include risks related to FTM's internal processes, personnel, and technologies, which can affect its ability to manage crypto-asset operations effectively. Failures in operational integrity might lead to disruptions, financial losses, or reputational damage.
- **Legal Risks:** Legal uncertainties, potential lawsuits, or adverse legal rulings can pose significant risks to issuers. Legal challenges may affect the legality, usability, or value of a crypto-asset.
- **Reputational Risks:** Negative publicity, whether due to operational failures, security breaches, or association with illicit activities, can damage an issuer's reputation and, by extension, the value and acceptance of the crypto-asset.
- **Dependency on Key Individuals:** The success of some crypto projects can be highly dependent on the expertise and leadership of key individuals. Loss or changes in the project's leadership can lead to disruptions, loss of trust, or project failure.
- **Counterparty Risks:** Risks associated with FTM's Partners, suppliers, or collaborators, including the potential for non-fulfillment of obligations that can affect FTM's operations.
- **Token Functionalities:** The User understands that Partnership Agreements with Partners will eventually expire or may be terminated, and Fan Tokens may partially or fully lose their utilities as a result of such expiration or termination.
- **Volatility:** Fan Tokens' value is likely to be highly volatile and subject to market speculation. Fan Tokens' price may fluctuate significantly, resulting in potential losses.
- **Liquidity Risk:** The availability of liquidity depends on the level of trading activity on centralised and decentralised exchanges. Insufficient trading volume could hinder the ability to buy or sell Fan Tokens.
- **Tokens on blockchain platforms face multiple risks,** including software errors, network connectivity disruptions, hardware failures, security threats from

hacking or unauthorised access, and changes in consensus rules. Additionally, forks, validator penalties, and fluctuations in token stability and value can affect tokens adversely. These issues can lead to token loss or negatively impact their value.

6. Representations

By accepting these Terms and participating in the Feature, the User represents and warrants that:

- You have read and understood these Terms in their entirety, including any other terms, policies, or relevant documents referenced herein, including but not limited to, the Platform Terms accessible [HERE](#) and the Socios.com Wallet Terms accessible [HERE](#);
- You not a citizen or resident of an Excluded Jurisdiction;
- You are not a resident or citizen of, or located in, a geographic area that is subject to UN, US, EU, Swiss, or any other sovereign country's sanctions or embargoes;
- You are not listed, or associated with any person or entity listed, on any of the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, the US Department of State's Debarred Parties List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, or the Swiss SECO's Overall List of Sanctioned Individuals, Entities and Partners;
- Any crypto-assets used to participate in the Feature are: (i) good, clean, clear and are of non-criminal origin; (ii) completely free and clear of any liens or encumbrances of any kind of any rights of third-party interests; and (iii) have no origins that may be connected to any breach of money laundering regulations whatsoever, as defined in the jurisdiction of origin, or internationally;
- You are not acting on behalf of any third party;
- You understand that the provision of utilities in relation to Fan Tokens is not guaranteed and that any Fan Token issued or being offered under these Terms might consequently not provide You with any identified utilities;
- You understand that Fan Tokens do not represent or constitute any ownership rights or stake, shares or security or equivalent rights in FTM or the Partner and do not convey any rights to receive or participate in future profits, revenue streams, or proceeds that are related to the activities of FTM or the Partner;
- You understand that Fan Tokens do not create or confer any enforceable contractual or other obligations against FTM or the Partner and that Fan Tokens do not grant to the User any license or right of any nature with respect to any intellectual property rights, rights of publicity, or equivalent rights in or related to the collaborating Partner or any of its affiliates;
- You understands that with regards to Fan Tokens, no market liquidity (including the existence of a marketplace where Fan Tokens can be transferred, traded, or swapped) may be guaranteed, and the value of the Fan Tokens (if any) may experience extreme volatility or depreciate in full;

- You waive the right to participate in a class action lawsuit or a class-wide arbitration against FTM, the Partner, or any entity or individual involved in the Feature or the operation of the Platform;
- You will not hold FTM, the Partner, or any other party liable for any tax liability associated with the User's participation in the Feature or any participation in secondary market activities of the Fan Tokens; and
- You understand, acknowledge, and agree that the Partners are merely licensors of the respective intellectual property required to issue the Fan Tokens and to provide any utilities for such Fan Tokens, and for the avoidance of doubt, the Partners are not involved in any manner whatsoever with the issuance, offering, trading or any sale of Fan Tokens, nor with the management of their respective utilities on the Platform.

7. OTHER APPLICABLE DISPOSITIONS

7.1. Exclusion of Warranty

The User understands and acknowledges that there is no warranty whatsoever on the Fan Token to be issued, the Smart Contract used during the Feature, and/or, in the event that a Fan Token is being issued, the success of the Fan Token itself in general, whether expressed or implied, to the extent permitted by law. You understand that the Fan Tokens are obtained at the sole risk of the User on an "as is" basis and without any warranties of any kind, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The User further understands and acknowledges that the Platform, the Socios.com Wallet, and any decentralised exchanges available through the Platform interface, are not operated by FTM, and that FTM does not offer any warranties regarding their use.

7.2. Limitation of Liability

FTM shall only be liable to the User for damages caused by gross negligence or wilful misconduct. The liability for slight negligence, indirect damages, as well as for auxiliary persons, is excluded. The aggregate liability of FTM, in tort, contract, or otherwise, arising out of or in connection with the purchase of Fan Tokens during the Feature by the User shall be limited to the overall price paid by the User throughout the Feature. Notwithstanding the foregoing, nothing in these Terms will:

- limit or exclude any liability for death or personal injury;
- limit or exclude any liability for fraud or fraudulent misrepresentation;
- limit any liabilities in any way that is not permitted under applicable law; or
- exclude any liabilities that may not be excluded under applicable law.

7.3. Indemnity

To the maximum extent permitted by applicable law, the User shall indemnify, defend, and hold FTM harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including

but not limited to, reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by the User or any third party against FTM arising out of a breach of any warranty, representation, or obligation by the User under these Terms.

7.4. Fan Token Removal

FTM and any of its affiliates reserve the right to remove any Fan Token from any digital interface, temporarily or permanently, at any time and without prior notice to the User, if such removal is required to comply with any contractual or regulatory obligations. The User therefore understands and acknowledges that there is no guarantee that Fan Tokens will remain available after they are minted. In no case shall FTM, the Partner, or any other third party be held liable for any losses, expenses, or any other damages incurred by the User as a result of a token removal. In case of a token removal, the User may lose the ability to use any available utilities related to the respective Fan Token on the Platform or any other third-party platform.

7.5. Data Protection and Privacy

7.5.1. General

When the User makes use of certain services on the Platform, FTM may get access to various types of Personal Data that will be processed as further described in the Privacy Policy available [HERE](#) ("**Privacy Policy**").

7.5.2. Account and Transaction Data

FTM has the right to keep and use the transaction data or other information related to the User for as long as the Socios.com Account is active, as well as for as long as the storage has a legal basis. This is required to ensure that FTM can fulfil its contractual obligations under these Terms.

7.5.3. Disclosure to All Partners

The User understands and acknowledges that FTM processes (personal) data directly or in conjunction with other Affiliates and/or transfers such (personal) data to third parties, including Partners, in compliance with the applicable laws and in accordance with the Privacy Policy.

7.6. Miscellaneous

7.6.1. Change of Terms

FTM reserves the right to change or amend these Terms from time to time. In this case, FTM will inform the User about such changes in any manner We deem fit. FTM will further change the "Last Updated" date at the top of these Terms. To the extent permissible by law, any amended Terms shall become effective immediately upon the date indicated in the Terms. Your continued use of the Platform and/or Feature

after the publishing of the amended Terms constitutes Your acceptance of such amended Terms. It is Your responsibility to regularly check to read through such notices and updates.

7.6.2. Entire Agreement.

These Terms contain the entire agreement between the User and FTM with regard to the subject matter regulated herein and supersede all previous written or oral communication between the User and FTM, as well as any public statements about the Feature made by anyone in the past, present, and future.

7.6.3. Severability

The User agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

7.6.4. No Assignment

The User shall have no right to assign or transfer its rights and obligations under these Terms, either as a whole or in part. The User and FTM agree that any assignment or transfer in violation of this provision shall be null and void. FTM may assign these Terms, in part or in whole, to any third party.

7.6.5. Prevailing Language

These Terms may be made available to You in various languages; however, only the English language version of these Terms is binding, and in case of any conflict whatsoever, the English language version of these Terms shall in any event prevail.

7.6.6. Force Majeure

If an event that is caused by an impediment beyond FTM's control that: (i) occurs after the acceptance of these Terms; and (ii) could not have reasonably been foreseen by FTM upon the publication of these Terms; (jointly "**Force Majeure Event**") and prevents FTM from fulfilling its obligations under these Terms, FTM shall be relieved of those obligations.

7.6.7. Class Action Waiver

To the fullest extent permitted by applicable law, the User waives the right to participate in a class action lawsuit or a class-wide arbitration against FTM, any Partner, or any individual or entity involved in the Feature or Platform operations as provided herein.

7.6.8. Applicable Law

These Terms shall be governed by and construed in accordance with Swiss law, excluding the Swiss conflict of law rules. The application of the United Nations Convention for Contracts for the Sales of Goods is hereby expressly excluded.

7.6.9. Dispute Resolution

Any dispute, controversy, or claim arising out of or in relation to these Terms, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Zurich. The arbitral proceedings shall be conducted in English. Within fifteen (15) days from receipt of the Notice of Arbitration, the Respondent shall submit to the Secretariat an Answer to the Notice of Arbitration together, in principle, with any counterclaim or set-off defense. The time limit with respect to the designation of an arbitrator shall be fifteen (15) days. If the circumstances so justify, the Court may extend or shorten the above time-limits. The Expedited Procedure shall apply. Notwithstanding the above, the Parties may agree at any time to submit the dispute to mediation in accordance with the Swiss Rules of Commercial Mediation of the Swiss Chambers' Arbitration Institution.

Without prejudice to the above, the User may bring a claim to enforce consumer protection rights in connection with these Terms in Switzerland or their country of domicile. For European Users, the European Commission provides further guidance [HERE](#).

Argentine Users may bring a claim to enforce consumer protection rights in connection with these Terms in Switzerland or in Argentina.

7.6.10. Taxes

The funds that You transfer as payment for Your subscription of Fan Tokens shall be net of any Argentine taxes that may be applicable to Your purchase of, receipt, trading, and holding of Fan Tokens in any jurisdiction ("**Payable Tax**"). Any and all payments by or on account of the assets used for the subscription to Fan Tokens shall be made free and clear of and without deduction or withholding for any Payable Tax, except as required by applicable law. If You are required by applicable law to deduct or withhold any Payable Tax from the assets used to subscribe to Fan Tokens, then:

- (i) the price paid to purchase the Fan Tokens shall be increased so that after all such required deductions or withholdings are made (including deductions or withholdings applicable to additional amounts payable under this Section), FTM receives an amount equal to the price used to purchase the Fan Tokens that would have been received had no such deduction or withholding been made, and

(ii) You shall make such deductions or withholdings and timely pay the full amount deducted or withheld to the relevant tax authority in accordance with applicable law.

You shall be responsible for determining any taxes (if applicable) on the price paid to subscribe to the Fan Tokens, and for ensuring timely reporting and remitting the correct amount of taxes to the appropriate tax authorities.

FTM shall not be responsible for determining any Payable Tax and declaring, withholding, collecting, reporting, and remitting the correct amount of Payable Tax to the appropriate tax authorities on Your behalf. You shall be liable to assess the appropriate amount of Payable Tax (including VAT) due by You pursuant to the applicable rules used to obtain the Fan Tokens to the currency that is legal tender in Your country. You shall be liable to pay any Payable Tax due by You, including but not limited to income taxes that may be levied on any gains resulting therefrom, if appropriate.

You shall hold FTM harmless from and against any amount of Payable Tax that is required to be paid by You on behalf of FTM, and any penalties, fines, orders or administrative sanctions (and any costs and expenses, including reasonable attorney's fees, costs and other reasonable out-of-pocket expenses incurred in connection with the enforcement of any rights under this Section in connection therewith) resulting from or arising out of any failure by You to pay any Payable Tax when due.