



GENERAL INFORMATION FOR CONSUMERS & TOKEN PURCHASE AGREEMENT

Version: March 2024

The information provided in this document serves to inform customers who are consumers as defined in Section 1 para. 1 no. 2 of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz, KSchG*) of the essential facts relating to STYX. The information herein is provided in accordance with the Austrian federal law on distance and off-premises sales (*Fern- und Auswärtsgeschäfte-Gesetz, FernFinG*). The Purchaser agrees to receive this General Information for Consumers and Token Purchase Agreement in electronic form.

1. Information on CHARONIUM GmbH

Company name: CHARONIUM GmbH
Registration number: FN 575314 a
Business address: Herzog-Friedrich-Straße 28, 6020 Innsbruck, Austria
E-Mail: office@charonium.com

2. Basic Information on STYX

2.1.1 STYX

CHARONIUM is offering the 'CHARONIUM Token', called "STYX", in a token sale including a pre-sale. STYX is an ERC20 token built on the BASE blockchain (Layer 2 Ethereum) and will be available exclusively on the website of CHARONIUM. STYX will be designed as a utility token and will solely be exchangeable for CHARONIUM products and services on the website of CHARONIUM.

Purchasers who are consumers have statutory warranty rights under Section 922 of the Austrian General Civil Code (*Allgemeines bürgerliches Gesetzbuch, ABGB*).

2.1.2 Condition Precedent

The Token Purchase Agreement is binding after the following conditions precedent are fulfilled:

- The Purchaser agrees to the terms on the CHARONIUM/UNDERVERSE website.
- The Purchaser has transferred the Total Price to the Bank Account or the Collection Address as indicated on the UNDERVERSE website.

The Purchaser is not entitled to redeem STYX for cash. STYX are not securities or other financial instruments under Austrian law and do not grant any rights as may be commonly associated with securities or other financial instruments (e.g., claims for interest or dividend payments).

3. Right of Withdrawal

The Purchaser has a right of withdrawal, either statutory or contractual.

Articles 9 to 15 of the Consumer Rights Directive 2011/83/EU as implemented by Section 11 of the Austrian federal law on distance and off-premises sales provide for the right of a consumer to withdraw from a distance or off-premises contract. If



the Customer is a consumer, he has the right to withdraw from this Agreement for using the Platform within 14 days without specifying a reason. The withdrawal period begins after receipt of the purchased amount of STYXs. In order to exercise his right of withdrawal, the Customer must inform the Developer (CHARONIUM GmbH, FN 575314 a, Herzog-Friedrich-Straße 28, Innsbruck, Austria, office@charonium.com by means of a clear declaration that he is withdrawing from the Agreement (e.g. "I would like to withdraw from the concluded contract."). In order to adhere to the withdrawal period, it is sufficient that the Customer sends notification of the exercise of the right of withdrawal before expiry of the period, e.g., by e-mail to office@charonium.com.

Effects of Withdrawal. If the Customer withdraws from this contract, we must refund to the Customer all payments that we have received from him/her, including any delivery costs, without delay and within fourteen days from the day on which we receive the notification of withdrawal of this contract, at the latest. We shall use the same payment method for this repayment that the Customer used for the initial transaction, unless expressly agreed otherwise with the Customer; under no circumstances will the Customer be charged any fees for this repayment.

Exceptions from the Right of Withdrawal

The Customer shall have no right of withdrawal in the cases listed in Section 18 FAGG [Fern- und Auswärtsgeschäfte-Gesetz, Austrian Distance Selling Act].

Model Withdrawal Form

The Customer can use the following form and send it to us if s/he wishes to withdraw from the contract:

To CHARONIUM GmbH, FN 575314 a, Herzog-Friedrich-Straße 28, Innsbruck, Austria, office@charonium.com

I/we (*) hereby withdraw from the contract concluded by me/us (*) regarding the purchase of the following products (*):

Ordered on (*) / received on (*):

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s)(only for notification on paper)

Date

(*) Please delete as appropriate.

4. Complaints

CHARONIUM strives to provide customers with a high standard of service and to address customer concerns as they arise.

If, however, you are unsatisfied with any of our services, you may contact us at office@charonium.com. We investigate all complaints immediately and treat every complaint seriously.

Without prejudice to the possible applicability of mandatory provisions of law aimed at protecting consumers, the regular courts, applying Austrian law, are responsible for ruling on disputes in conjunction with STYX. In the case of consumers, the competent court is the court at the consumer's domicile, habitual residence or place of employment.

5. Risks

The Purchaser acknowledges that its only contractual right is the right of exchange for products and services of CHARONIUM as described in the Token Purchase Agreement for STYX. In particular, STYX do not purport any rights as commonly associated with securities (such as shareholder or information rights). STYX also cannot be redeemed for cash.



TOKEN PURCHASE AGREEMENT

Preamble

- (A) CHARONIUM GmbH (the "Developer") is a limited liability company pursuant to Austrian laws, registered with the Commercial Court of Vienna under registration number FN 575314 a. The Developer has its corporate seat at Herzog-Friedrich-Straße 28, 6020 Innsbruck, Austria. The Developer is conducting a private token offer in the form of a non-automated offer (the "Pre-Sale") and in the form of an automated token offer (the "Initial Token Offering"). STYX will be available exclusively on the website of CHARONIUM. Additionally, the Developer hereby agrees to allocate twelve and a half percent (12.5%) of its net income towards the repurchase and subsequent burning of circulating STYX tokens. For the purposes of this agreement, 'net income' is defined as the income derived solely from the services offered on the Underverse and Legacy websites, and explicitly excludes proceeds from the token sale and gold obolus sales.
- (B) The Developer will create a fixed amount of 690 million units of a new token on the BASE blockchain (Layer 2 Ethereum) named 'STYX Token' (the "STYX"). The Developer intends to offer a certain number of STYX for exchange in the Pre-Sale and in the Initial Token Offering. The Pre-Sale will be conducted in Q3/2024 ("Pre-Offer Period"). The Initial Token Offering will be conducted in Q4/2024 ("ICO Period").
- (C) STYX may solely be exchanged for products and services of the Developer (Utility Token). STYX are 'digital content' in the sense of Article 2 para (11) of the Consumer Rights Directive 2011/83/EU. STYX qualify as immaterial and movable assets (*unkörperliche und bewegliche Sachen*) in the sense of §§ 285, 292, 293 of the Austrian General Civil Code (*Allgemeines bürgerliches Gesetzbuch*) and are subject to property rights under Austrian law. STYX are not securities or other financial instruments under Austrian law and do not grant any rights as may be commonly associated with securities or other financial instruments (e.g., claims for interest or dividend payments).
- (E) The Purchaser of this Agreement is interested in purchasing or exchanging a certain amount of STYX before the Initial Token Offering commences. Subject to the terms and conditions hereinafter (the "Agreement"), the Developer agrees to sell to the Purchaser STYX or to exchange STYX for other crypto currencies ahead of the commencement of the Initial Token Offering at a starting price of 0.024 Euro.

Definitions and Interpretation

- (1) *Definitions.* For the purpose of this Agreement, the terms and expressions defined shall have the meaning ascribed to them below, unless the context or use clearly indicates a different meaning or intent:
- "Acceptance Notice" means the notice by the Developer to the Purchaser that it accepts the Offer as provided for in § 3 para (3).
- "Address" means an identifier of alphanumeric characters that represents a valid destination for a transfer of virtual currency on the respective blockchain.
- "Amount" means the amount of STYXs the Purchaser is receiving as consideration for payment of the Total Price (if Euro payment is made) or in exchange for the Total Price (if Bitcoin or Ether is exchanged), both indicated on the UNDERVERSE website.
- "Bank Account" means a bank account as indicated on the UNDERVERSE website.
- "Collection Address" means the respective address on the respective blockchain where the Total Price is collected.
- "Conditions Precedent" means the conditions precedent that must be fulfilled before this Agreement becomes binding and enforceable against the Developer (*aufschiebende Bedingungen*) as set out in § 4 para (1).
- "Delivery" means the transfer of the Amount of STYX to the Delivery Address.
- "Delivery Date" means a day within a period of sixty (60) days after the Offer Start Date of the Initial Token Offering.
- "Developer" means CHARONIUM GmbH, FN 575314 a, Herzog-Friedrich-Straße 28, Innsbruck, Austria.



"STYX" means ERC20 tokens on the BASE blockchain (Layer 2 Ethereum) that qualifies as a 'Utility Token' and may be exchanged by its holders solely for products and services of CHARONIUM.

"Offer" means a binding offer to purchase or exchange the Amount of STYX at the Total Price, both as indicated on the UNDERVERSE website.

"Offer Start Date" means 15.07.2024

"Originals" means physical originals of two duly signed copies of this Agreement.

"Payment Method" means either payments in Euro, or the transfer of Bitcoin or Ether, as indicated on the UNDERVERSE website.

"Total Price" means the purchase or exchange price as indicated on the UNDERVERSE website.

"Unit Price" means the price for a single STYX as indicated on the UNDERVERSE website.

- (2) *Interpretation.* Unless a contrary indication appears, any reference in this Agreement to
- (a) any Party shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (b) the term "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
 - (c) the term "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization;
 - (d) the term "including" shall not be interpreted as limiting to;
 - (e) a provision of law is a reference to that provision as amended or re-enacted; and
 - (f) a time of day is a reference to Vienna time.

Scope of the Agreement

- (1) *Sale & Purchase.* In case the consideration for the Amount of STYX is Euro, the following applies:
- (a) *Sale.* The Developer, subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Purchaser as set out herein, agrees to sell (*verkaufen*) in the sense of § 1053 of the Austrian General Civil Code and transfer to the Purchaser the Amount of STYX Coins as indicated on the UNDERVERSE website.
 - (b) *Purchase.* Subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Developer as set out herein, the Purchaser agrees to purchase (*kaufen*) in the sense of § 1053 of the Austrian General Civil Code the Amount of STYX and to transfer to the Developer the Total Price as indicated on the UNDERVERSE website.; or
- (2) *Exchange.* In case the consideration for the Amount of STYX is Bitcoin or Ether, the following applies:
- (a) *STYX.* The Developer, subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Purchaser as set out herein, agrees to barter (*tauschen*) in the sense of § 1045 of the Austrian General Civil Code and transfer to the Purchaser the Amount of STYX as indicated on the UNDERVERSE website.
 - (b) *Consideration.* The Purchaser, subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Developer as set out herein, agrees to barter (*tauschen*) in the sense of § 1045 of the Austrian General Civil Code the Amount of STYX and to transfer to the Developer the Total Price using the crypto currency as indicated on the UNDERVERSE website.



- (3) *Price & Calculation.* The price for the purchase or exchange of a single STYX is the Unit Price as indicated on the UNDERVERSE website. The Total Price is denominated in Euro. If the Parties agree to a Payment Method as indicated on the UNDERVERSE website other than the transfer of Euro (i.e., transfer of Bitcoin or Ether), the transfer must be made at the current exchange rate at the time the transfer was made.
- (4) *Consideration.* The Purchaser declares to accept the amount of STYX as consideration for the Total Price. The Developer declares to accept the Total Price as consideration for the amount of STYX.
- (5) *No redemption of STYX for cash:* The Purchaser acknowledges that the Developer will not redeem STYX for cash and thus, the Purchaser is not entitled to such redemption.

Purchase or Exchange Process

- (1) *Offer.* The Purchaser shall make a binding offer (the "Offer") to purchase or exchange the Amount of STYX for the Total Price. To this end, the Purchaser shall furnish the Developer with two physical originals of duly signed copies of this Agreement (the "Originals").
- (2) *Acceptance Notice.* After the Developer has received the Originals of the Offer the Developer informs the Purchaser on the acceptance of the Offer by duly countersigning both Originals and providing the Purchaser with a scanned copy of one countersigned Original (the "Acceptance Notice").
- (3) *Payment or Transfer.* Upon being furnished with an Acceptance Notice by the Developer, the Purchaser shall, within five (5) business days, transfer the Total Price
 - (a) to the Bank Account as indicated on the UNDERVERSE website; or
 - (b) to the Collection Address as indicated on the UNDERVERSE website.

Conditions Precedent, Delivery

- (1) *Conditions Precedent.* This Agreement shall become binding and enforceable against the Developer only after the following conditions precedent (*aufschiebende Bedingungen*; "Conditions Precedent") are fulfilled:
 - (a) the Developer has duly countersigned the Originals of the Agreement; and
 - (b) the Purchaser has transferred the Total Price to the Bank Account or the Collection Address as indicated on the UNDERVERSE website.
- (2) *Delivery.* The delivery of the amount of STYX to the Purchaser shall take place without undue delay, with one third (1/3) of the STYX tokens being transferred in any case within sixty (60) days after the Offer Start Date of the Initial Token Offering (the "Delivery Date"). The remaining two thirds (2/3) will be distributed over a period of eight (8) months starting from the Delivery Date. Delivery shall be made by the Developer to the Delivery Address on the Ethereum-Blockchain set out on the cover page of this Agreement.

Representations and Warranties

- (1) *Representations by the Purchaser.* The Purchaser makes the following representations and warranties to the Developer on the date of this Agreement and on the Delivery Date.
 - (a) The Purchaser purchases or exchanges STYX on its own account.
 - (b) The Purchaser is in possession of the private key associated with the Address on the Ethereum-Blockchain where delivery of the STYX shall be made to.
 - (c) The Purchaser uses a wallet-software for accessing the STYX delivered which is capable of natively handling ERC20 tokens.
 - (d) The material obligations under this Agreement expressed to be assumed by the Purchaser are legally binding, valid and enforceable against it.
 - (e) The entry into this Agreement and performance by the Purchaser do not and will not conflict with



- (i) any law or regulation; or
 - (ii) its constitutional documents (if applicable).
- (f) The Purchaser has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of, this Agreement and the transactions contemplated by this Agreement.
- (g) The choice of Austrian law as the governing law of this Agreement as well as the choice of Austria as place of jurisdiction will be recognized and enforced in the jurisdiction of the Purchaser.
- (h) Any judgment obtained in Austria will be recognized in the jurisdiction of the Purchaser.
- (2) *Representations by the Developer.* The Developer makes the representations and warranties set out in this clause to the Purchaser on the date of this Agreement and on the Offer Start Date.
 - (a) STYX qualify as immaterial and movable assets (*unkörperliche und bewegliche Sachen*) in the sense of §§ 285, 292, 293 of the Austrian General Civil Code and are subject to property rights under Austrian law; the Developer makes no representations or warranties as to other jurisdictions.
 - (b) The Purchaser will obtain legal competence (*Rechtszuständigkeit*) under Austrian law over the amount of STYX delivered; the Developer makes no representations or warranties as to other jurisdictions.

Rights associated with STYX, Right of Withdrawal

- (1) *Rights.* The Purchaser acknowledges that the STYX do not purport to have any rights as commonly associated with securities or other financial instruments (such as voting, dividend or information rights vis-à-vis CHARONIUM). STYX only enable Purchasers to exchange STYX for products and services of CHARONIUM.
- (2) *Consumer.* Rights of the Purchaser are only derived from this Agreement and statutory Austrian law. If the Purchaser is not a consumer (*Konsument*) in the sense of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*), the Purchaser waives any and all statutory warranty rights and agrees to be limited to the contractual warranty rights set out below.
- (3) *Right of Withdrawal.* If the Customer is a consumer, he has the right to withdraw from this Agreement for using the Platform within 14 days without specifying a reason. The withdrawal period begins after receipt of the purchased amount of STYXs. In order to exercise his right of withdrawal, the Customer must inform the Developer (CHARONIUM GmbH, FN 575314 a, Herzog-Friedrich-Straße 28, Innsbruck, Austria, office@charonium.com) by means of a clear declaration that he is withdrawing from the Agreement (e.g. "I would like to withdraw from the concluded contract."). In order to adhere to the withdrawal period, it is sufficient that the Customer sends notification of the exercise of the right of withdrawal before expiry of the period, by e-mail to office@charonium.com.
- (4) *Effects of Withdrawal.* If the Customer withdraws from this contract, we must refund to the Customer all payments that we have received from him/her, including any delivery costs, without delay and within fourteen days from the day on which we receive the notification of withdrawal of this contract, at the latest. We shall use the same payment method for this repayment that the Customer used for the initial transaction, unless expressly agreed otherwise with the Customer; under no circumstances will the Customer be charged any fees for this repayment.

Exceptions from the Right of Withdrawal

The Customer shall have no right of withdrawal in the cases listed in Section 18 FAGG [*Fern- und Auswärtsgeschäfte-Gesetz*, Austrian Distance Selling Act].



Model Withdrawal Form

The Customer can use the following form and send it to us if s/he wishes to withdraw from the contract:

To CHARONIUM GmbH, FN 575314 a, Herzog-Friedrich-Straße 28, Innsbruck, Austria, office@charonium.com

I/we (*) hereby withdraw from the contract concluded by me/us (*) regarding the purchase of the following products (*):

Ordered on (*) / received on (*):

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only for notification on paper)

Date

(*) Please delete as appropriate.

Privacy

- (1) *Data.* The Developer will process personal data in accordance with the provisions of the General Data Protection Regulation (EU) 2016/679 (GDPR).
- (2) The processing of the Purchaser's data is necessary for the purposes of the legitimate interests pursued by the Developer (appropriate sanctions check).

Miscellaneous

- (1) *Transferability.* The Developer may assign any and all of its rights and obligations under this Agreement to any other group company that is under direct or indirect control of CHARONIUM. The Purchaser may not, without prior written consent of the Developer, assign or otherwise dispose of any rights or obligations under this Agreement to any third party.
- (3) *Communication.* Any communication to the Developer will be effective only when actually received by the Developer and then only if it was sent via mail to the physical address of the Developer. Any communication or notice given under or in connection with this Agreement must be in German or English language.
- (4) *Entire Agreement.* This Agreement is the entire agreement and understanding between the Parties with respect to the purchase or exchange of STYX and supersedes all prior written or oral commitments, arrangements or understandings between the Parties with respect thereto.
- (5) *Severability.* Should any one or more of the provisions or any part of a provision of this Agreement be or become void, illegal or unenforceable, then the validity, legality or non-enforceability of the remaining provisions of this Agreement shall not be affected thereby and the Parties shall use reasonable efforts to agree upon a new provision which shall, as nearly as possible, have the same commercial effect, meaning and spirit as the ineffective provision and to the purpose of this Agreement. To the extent permitted by applicable law, each Party waives any provision of law, which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.



- (6) *Austrian law.* This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and construed in all respects in accordance with Austrian law, excluding the Austrian conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply.
- (7) *Disputes.* All disputes arising out of this Agreement or related to its violation, termination or nullity shall be brought before the competent court in corporate matters (*Handelsgerichte*) in Vienna, Austria.