Terms of Service

Last updated on November 18th, 2025

Backed Assets (JE) Limited, a company incorporated under the laws of Jersey ("**Backed Assets**", "**us**", "**our**", or "**we**"), offers services through this website ("**Site**"), including the purchase and/or redemption of certain tokenized assets, as further detailed in the Terms and Conditions of the Offer of Securities, attached hereto as Exhibit A ("**Offering Terms**"), the registration document and the securities note as detailed in this link https://www.backedassets.fi/legal-documentation ("**Base Prospectus**"), as amended and supplemented from time to time, which form an integral part hereof (collectively, including the Site, "**Services**"). These Terms of Service ("**Terms**") govern your access and use of the Services. Our Privacy Notice, available at www.backedassets.fi/privacy-notice ("**Privacy Notice**") governs our collection, processing and transfer of any Personal Data (as such term is defined in the Privacy Notice). "**You**" means an individual accessing and/or using the Services, whether on its own behalf or on behalf of a legal entity/organization.

1. Introduction

These Terms apply to the following user categories (each category a "**User Category**"):

1. Use of Services as Retail (non-qualified) Investor (as defined in section 5.3) ("**Retail User**");
2. Use of Services as a Qualified Investor (as defined in section 5.2) ("**Qualified User**"); and
3. Use of Services as a Qualified Investor and for own internal business purposes ("**API User**"),

   Retail User, Qualified User and API User together referred to as "**User(s)**".

Depending on the User Category assigned to you, the Services available to you may vary. Unless explicitly stated otherwise, these Terms apply to all User Categories equally.

By accessing or using the Site or Services, you agree to be bound by these Terms. We reserve the right to update or modify these Terms at any time, at our sole discretion. For material changes (e.g., those affecting your rights, obligations, or fees), we will strive to notify you by email with a summary of the key updates on a best-efforts basis. We will also strive to promptly ensure that the latest version of the Terms is always available on our website. Your continued use of the Site or Services after any changes constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must discontinue use of the Site and Services.

If you are registering on behalf of any entity or company ("**Company**"), you represent that you are authorized to enter into, and bind Company to these Terms and register for the Services.

2. Use of Services

Subject to consenting to these Terms, Backed Assets grants you access to the Site and allows you to use the Services offered through it. Users may purchase and/or redeem tokenized assets in accordance with the relevant Offering Terms.

Use of and access to the Services is void where prohibited by law. You represent and warrant that: (i) all registration information you submit is truthful and accurate; (ii) you will maintain the accuracy of such information; (iii) you are at least 18 years old, and have the ability to form a binding contract; (iv) your use of the Services does not violate any applicable law, regulation, or obligation you may have to a third party; and (v) you shall comply with applicable laws, regulations, and these Terms throughout your use of the Services. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you. The right to access the Services is revoked where these Terms or use of the Services is prohibited.

Without derogation from the foregoing, use of the Services is prohibited if you are a US person. US person shall mean one of the following: (i) U.S. Citizen or U.S. Resident; (ii) a corporation, partnership, or other entity established or organized in or under the Laws of the United States; (iii) any estate of a decedent who was a U.S. Citizen or U.S. Resident; (iv) any trust if (1) a court within the United States is able to exercise primary supervision over the administration of the trust, and (2) one or more United States persons have the authority to control all substantial decisions of the trust; (v) any person organized or incorporated outside the United States in

which any of the foregoing, whether singularly or in the aggregate, directly or indirectly (1) holds a 50% (fifty percent) or greater equity interest by votes or value, (2) holds a majority of seats or memberships on the board of directors of the entity, or (3) authorizes, establishes, directs, or otherwise controls the actions, policies, personnel decisions, or day-to-day operations of the person.

Subject to these Terms, Backed Assets allows Qualified Users to access and use the Services on a non-exclusive basis for its own or the Company's internal business purposes. As part of the Service, we may allow you, at our sole discretion, to access and use the Services by means of an application programming interface ("**API**"), following a request you submit to us at contact@backedassets.fi, or as may be otherwise agreed between us in writing. Use and access of the API may grant you enhanced and/or improved capabilities of the Services, as may be made available by Backed Assets from time to time, at its sole discretion. The API shall be deemed an integral part of the Services for all intents and purposes hereunder. If you choose to use the API provided by Backed Assets you are responsible for the integration of the API into your system and for the implementation of the API for using the Services.

3. Account Registration and KYC

1. In order to use the Services, you will need to have a registered account with us ("**Account**") and undergo a KYC process ("**Onboarding Process**"). You can register by logging in through your Google-account or other third-party login account ("**Login Account**") as may be permitted by Backed Assets from time to time. By registering through a Login Account you represent and warrant that such Login Account is yours and that you have full rights to use the Login Account in connection with the Services. To complete the registration process, you must provide all (additional) registration information that we request to meet our regulatory and compliance requirements, including regarding your User Category. For more details regarding the registration and KYC process, please see the Privacy Notice https://app.backed.fi/assets/docs/PrivacyPolicy.pdf. We may indicate that the provision of some information is optional, but your agreement to provide such information may assist us in providing you with improved Services. Subject to applicable law, Backed Assets may refuse to open an Account for any individual or entity at its sole discretion.
2. You agree to notify us immediately of any unauthorized use of your Account. You are solely responsible for the security of your computer system and/or mobile device and all activity on your Account, even if such activities were not committed by you. To the fullest extent permitted by applicable law, Backed Assets will not be liable for any losses or damage arising from unauthorized use of your Account. We do not police for and cannot guarantee that we will learn of or prevent any inappropriate use of the Services.

4. Termination of Account

1. Backed Assets may suspend or terminate your Account at any time without cause by providing three (3) days' prior notice, subject to applicable law. In addition, Backed Assets may suspend or terminate your Account with immediate effect and may take any other corrective action it deems appropriate upon occurrence of any of the following events: (i) violation of the letter or spirit of these Terms, or (ii) behavior that is fraudulent, harassing, abusive, illegal or harmful to other Users, third parties, or the business interests of Backed Assets (iii) any suspicious activity that may be prohibited under applicable law or may compromise Backed Assets business or the Site, or (iv) any User activity that compromises the safety and operability of the Site. If your Account is terminated, you may not rejoin Backed Assets without permission . Backed Assets may modify or discontinue the Services for all Users at any time, provided, however, that such changes will not apply to outstanding transactions. Upon termination of your Account, you shall not have any further access to any content or materials that may be available through your Account.
2. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior through the Services. We will cooperate with any supervisory authority, law enforcement authority or court order directing or requesting that we disclose the identity, behavior, or User Content (as defined below) of anyone believed to have violated these Terms or to have engaged in illegal behavior in connection with the Services.
3. You may request termination of your Account at any time by sending an email to contact@backedassets.fi. Following such a request, we shall close your Account as soon as reasonably practicable. Suspension or termination of your Account shall not affect your obligations under these Terms (including but not limited to ownership, indemnification, any

representations and warranties made by you, limitation of liability, and payment obligations), which by their sense and context are intended to survive such suspension or termination.

4. API-related Services may be terminated (i) at any time by API User or Backed Assets upon mutual agreement; (ii) upon ninety days prior written notice by API User or Backed Assets or (iii) upon written notice of Backed Assets in the event of a breach by the API User of any provision of these Terms or any other terms related to the Services.

5. Purchase and Redemption

1. Purchase and/or redemption of the Products (as defined in the Offering Terms) are subject to and in accordance with the Offering Terms. For the purposes of these Terms, each purchase and each redemption are referred to as a "**Transaction**".
2. Purchase of Products directly from Backed Assets is limited only to Qualified Users and API Users. Such persons or entities qualify (i) either as a Qualified Professional Investor according to the Financial Services (Investment Business (Special Purpose Business – Exemption)) (Jersey) Order 2001 and, where applicable, any more restrictive requirements under the legal and regulatory requirements in force in specific jurisdictions where the Product is marketed to investors resident in that jurisdiction, or (ii) as a high-net worth individual or as a private investment structure created for a high-net worth individual according to article 5 (2) FinSA having declared that it wishes to be treated as Qualified Professional Investor ("**Qualified Investor**"). Users not falling in the scope of a Qualified Investor as per above paragraph, in particular natural persons, are considered being retail investors ("**Retail Investor**") and in these Terms referred to as Retail Users, where such differentiation is relevant.
3. If you are a Retail User, you are allowed to redeem Products by using our Services. Redemption of Products is subject to the Offering Terms.
4. Minimum purchasing and selling sizes and fees for each Product can be found at http://backedassets.fi.
5. For each Transaction, you will receive a confirmation via API or Login Account after completion of the Transaction within three (3) business days. The current status of your Transactions is visible on your account at all times.
6. In case your Account is being terminated and you hold Products in an amount below the minimum selling size, you may sell the remaining Products at net asset value on the day of such sale, regardless of the minimum selling size.
7. Backed Assets will take all steps or actions which may be reasonably required in order for you to enter into Transactions on an ongoing basis, including but not limited to:

- give you all relevant information on the constitution, assets and net asset value of the Products;
- publish any changes made by us with respect to the Products, the Base Prospectus and other documentations and administrative, registration and other formalities required by the applicable laws and regulations to the Products that we know, or reasonably should know, on the website www.backedassets.fi or on any subsequent website; and
- immediately respond to any reasonable request from you for information regarding the Products.

8. Without derogating from any terms herein, you hereby represent and warrant that you and your use of the Products will at all times: (i) comply with all applicable laws, including without limitation, in Jersey, relating to anti-bribery, anti-money laundering, prohibition on terror financing, Sanctions and Sanctions Lists, export control; and (ii) not conduct or engage in any trade, activities, sales, transactions, business, dealings or provision of services, whether directly or indirectly, in or with any sanctioned country or any individual or entity on or affiliated with an individual or entity on a Sanctions List. "**Sanctions**" means economic or financial sanctions or trade embargoes or other comprehensive prohibitions against transaction and trade activity pursuant to anti-terrorism laws or export control laws imposed, administered or enforced from time to time by any sanctions authority, including without limitation, , the United Nations (UN), the European Union (EU), Her Majesty's Treasury of the United Kingdom (HMT), Swiss State Secretariat for Economic Affairs (SECO), Swiss directorate of International Law (DIL),Hong Kong Monetary Authority (HKMA), Monetary Authority of Singapore (MAS), the Office of Foreign Assets Control of the US Department of the Treasury (OFAC), and or any governmental body of Jersey. "**Sanctions List**" means any of the lists of specifically designated nationals or designated or sanctioned individuals or entities (or equivalent) issued by any competent authority, each as amended, supplemented or substituted from time to time.

6. Use of API's

1. In order to access and use our Services and to execute Transactions for your own or the Company's internal business purposes, API Users will need to interact with the respective API of our systems in accordance with our respective API and security specifications ("API Specifications").
2. Backed Assets grants API Users a revocable, non-exclusive, non-transferable, non-sublicensable limited license to use our API subject to the other terms and restrictions of these Terms for API Users own internal purposes and in accordance with all applicable laws and regulations.
3. Without derogating from the restrictions set forth in Section 9 below, API User must not manipulate or otherwise change the interaction with the API in a way not intended by the API Specifications and these Terms, in particular API User must not use the API for any illicit or illegal purposes. Each API Users is obligated and must ensure to use reasonable efforts to cooperate, support and assist with Backed Assets to prevent, identify and/or terminate/limit any unauthorized access or use of the API by itself, its employees, affiliates, organs, agents, directors or similar or any other person. Each API User has to notify Backed Assets immediately of any unauthorized access to the API suspected to it.
4. It is the API Users' own and sole responsibility to develop, rent, license, operate and maintain the client software and hardware ("**Client**") and respective communication tools and networks required for accessing and using our API in accordance with our API Specification. API User also bears the respective costs.
5. Backed Assets reserves the right to inspect, test and/or assess the Client before its first use with our API as well as at any time during its use in order to ensure API User's compliance with our API Specifications. Backed Assets has the right to deny access to any API User if the API User and/or its Client is not fully complying with the API Specifications.
6. We will notify API Users ten (10) business days in advance of any changes in the API Specifications.

7. Content

1. Certain types of content may be made available through the Services. "**Content**" as used in these Terms means, collectively, all content on or made available through the Services, including any images, photos, pictures, videos, or articles, and any modifications or derivatives of the foregoing.
2. BACKED ASSETS DOES NOT ENDORSE ANY CONTENT OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED IN ANY CONTENT AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH THE CONTENT. BACKED ASSETS DISCLAIMS ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF ANY AND ALL USERS (INCLUDING UNAUTHORIZED USERS) THAT ARE NOT SOLELY DUE TO BACKED ASSETS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICES OR OTHERWISE.

8. User Content

1. Backed Assets allows you to provide certain types of content through the Services, including certain images, voice, documents, comments and/or feedback, and any modifications or derivatives of the foregoing ("**User Content**").
2. Backed Assets has no obligation to accept or maintain any User Content. Moreover, Backed Assets reserves the right to remove and permanently delete any User Content provided by you without notice if such User Content is suspected to be infringing or in the event of termination of the applicable Account. You are and shall remain fully and solely responsible for any User Content that you provide. You represent and warrant that any User Content that you provide complies with applicable law and that you have all necessary rights, licenses, consents, and authorities required to provide such User Content.
3. Without imitating the above, you agree that you will not transmit, submit or provide any User Content or act in any way that: (i) violates the legal rights of others; (ii) infringes the intellectual property, moral, publicity, privacy, or other rights of any third party; (iii) is (or you reasonably believe or should reasonably believe to be) in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity; (iv) does not comply with all applicable laws, rules and regulations; (v) contains material we determine to be offensive, including that which promotes, hate, violence, or discrimination; (vi) constitutes a harassment or threat; (vii)

contains obscene material; and/or (viii) contains any virus, worm, trojan horse, or other harmful or disruptive component.

9. Use Restrictions

Without derogating from additional restrictions and limitation provided in these Terms, you may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Services without our prior written authorization, including framing or mirroring any part of the Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content available through Services; (3) use the Services or content thereon in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services; (5) use or access another User's Account without permission; (6) use the Services or content thereon in any manner not permitted by these Terms or applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws.

10. Intellectual Property

1. Backed Assets or its licensors, as the case may be, have all right, title, and interest in the Site, Services, and any content thereon (excluding User Content), including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the content of the Services for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in the Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms or the Services should be construed as granting you any right to use any trademark, service mark, logo, or trade name of Backed Assets or any third party. If you provide Backed Assets with any feedback regarding the Services, Backed Assets may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.
2. You have all right, title, and interest in the User Content you provide. By submitting or posting any User Content, you grant Backed Assets and its successors and assignees a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, transmit, modify, prepare derivative works of, alter, and/or decompile such User Content for the purpose of provision of the Services, improvement of our services and/or products, and/or as detailed in our Privacy Notice.

11. Copyright

1. Our policy is not to infringe upon or violate the intellectual property rights or other rights of any third party. We will refuse to use and remove any User Content provided that infringes the rights of any third party. We will remove any User Content if properly notified that such material infringes third party rights and may do so at its sole discretion and at any time, without prior notice to Users. Our policy is to terminate the Accounts of repeat infringers in appropriate circumstances.
2. If you believe that something appearing on the Services infringes your copyright, you may send us a notice requesting that we remove or block access to it. If you believe that such a notice has been wrongly filed against you, the DMCA allows you to send us a counter-notice. Notices and counter-notices must meet the DMCA's requirements. We suggest consulting with your legal advisor before filing a notice or counter-notice. Note that there can be substantial penalties for false claims. Notices and counter-notices can be sent to us at contact@backedassets.fi.

12. Confidentiality

Backed Assets may have access to certain non-public or proprietary information of yours, including certain User Content ("Confidential Information"). Except as permitted herein, Backed Assets may not use, disseminate, or in any way disclose the Confidential Information except for purposes of providing the Services or in furtherance of the relationship of the parties hereunder or as otherwise set forth herein. Backed Assets shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information but in any event with a reasonable degree of care. Backed Assets' obligations hereunder do not apply to any Confidential Information that: (a) was rightfully in its possession or in the public domain free of any obligation of confidence at or subsequent to the time the Confidential Information was shared with Backed Assets by you; or (b) was independently developed by Backed Assets without use of any Confidential Information. A disclosure of any Confidential Information by Backed Assets in response to a law, regulation, or governmental or judicial order will not be considered to be a breach of these Terms, provided that Backed Assets, to the extent permitted, shall notify you of such requirement.

13. Disclaimers and Disclaimer of Warranty

1. All information and content on the Site is for informational purposes only and Backed Assets provides no guarantees with respect thereto. Your use of the Services is at your sole discretion and risk. The Services and content thereon, are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. We do not represent or warrant that Services will be of good quality or useful for your needs.
2. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICES OR ANY CONTENT THEREON, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE SERVICES; (II) THAT THE SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED.
3. No advice or information, whether oral or written, obtained by you from us, shall create any warranty that is not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.
4. You acknowledge and agree that Backed Assets is not a data retention service. You therefore must create backups of your data, and Backed Assets shall have no responsibility or liability in respect of any loss of, damage to, or corruption of any such data.
5. CERTAIN SERVICES REQUIRE THIRD PARTY SERVICES (INCLUDING USE OF YOUR THIRD-PARTY PROVIDED DIGITAL WALLET ("**WALLET**"); BACKED ASSETS WILL NOT BE LIABLE FOR ANY NON-PERFORMANCE OR BREACH ARISING OUT OF SUCH THIRD PARTY SERVICES' ERROR OR UNAVAILABILITY.
6. CERTAIN SERVICES ARE BASED ON EMERGING TECHNOLOGIES, SUCH AS ETHEREUM AND/OR OTHER CRYPTO/BLOCKCHAIN TECHNOLOGIES. THESE SERVICES ARE SUBJECT TO INCREASED RISK, INCLUDING AS A RESULT OF YOUR POTENTIAL MISUSE OF THE FUNCTIONS RELATING TO SUCH EMERGING TECHNOLOGIES, SUCH AS LOSING YOUR PUBLIC/PRIVATE CRYPTOGRAPHIC KEYS, BEING HACKED OR CYBER RELATED VICTIM. YOU EXPLICITLY ACKNOWLEDGE AND ACCEPT THESE INCREASED RISKS.

14. Limitation of Liability

1. Without derogating from any of the above and subject to the provisions of Article XVII (Liability) of the Offering Terms, we assume no responsibility for any error, interruption, defect, or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any materials or Services. We are not responsible for any problems or technical malfunction or failure of any telephone network or lines, computer systems or equipment, servers, software, failure due to technical problems or traffic congestion on the Internet or on the Services. We shall not be responsible for any loss or damage, including personal injury or death, resulting from the conduct of any Users of the Services. In addition, we assume no responsibility for any incorrect data, including Personal Data provided by you or on your behalf and you hereby represent and warrant that you are solely responsible for any and all

data provided to Backed Assets, including any incorrect data and you shall assume any and all liability for any consequences of provision of such incorrect data to us.

2. SUBJECT TO THE PROVISIONS OF ARTICLE XVII (LIABILITY) OF THE OFFERING TERMS, IN NO EVENT SHALL BACKED ASSETS, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, ASSIGNEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER BACKED ASSETS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USERS MAY ONLY BRING CLAIMS RELATING TO ASSETS THEY DIRECTLY HOLD AND CONTROL. NO USER MAY BRING A CLAIM RELATING TO ASSETS NOT DIRECTLY HELD AND CONTROLLED BY THEM, INCLUDING BUT NOT LIMITED TO ASSETS HELD BY OTHERS, POTENTIAL OR SPECULATIVE ASSETS, OR ASSETS THE USER MIGHT HAVE ACQUIRED IF NOT FOR ALLEGED ACTIONS BY BACKED ASSETS. SUBJECT TO THE PROVISIONS OF ARTICLE XVII (LIABILITY) OF THE OFFERING TERMS, THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT YOU HAVE PAID US IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM OR CAUSE OF ACTION AROSE, IF APPLICABLE. IF YOU HAVE NOT MADE ANY PAYMENTS TO BACKED ASSETS FOR THE USE OF THE SERVICES, THEN BACKED ASSETS'S MAXIMUM CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED CHF 100.

15. Indemnification

You agree to indemnify, defend, and hold harmless Backed Assets, its affiliates, and its/their respective employees, directors, officers, subcontractors and agents from and against any and all claims, damages, or costs, losses, liabilities or expenses (including reasonable court costs, attorneys' fees, and any administrative and/or criminal fines) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your credentials and/or computer and/or mobile device and/or Wallet (whether authorized or unauthorized); (b) your use or misuse of the Services (including any Product); © any User Content and/or your Wallet and/or Client; (d) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Services; (e) your violation of any law or regulation or any of your obligations, representations, or warranties hereunder including but not limited to breach of any privacy and/or data protection laws and regulations to which you are subject; (f) your infringement of any right of any third party; and (g) any other matter for which you are responsible hereunder or under applicable law. You may not settle or compromise such a suit without our prior written consent. We may be represented in any such suit by counsel of our own choosing at our own expense.

16. Third-Party Content

The Site may provide you with third-party links (including, without limitation, advertisements) to websites, applications, and services. We make no promises regarding any content, goods or services provided by such third parties and all use of third-party websites and applications is at your own risk. Additionally, we do not accept responsibility for any payments processed or submitted through third-party services or for the privacy policies of such third parties. We do not endorse any products offered by third parties and we urge our Users to exercise caution in using third-party websites or applications.

17. Notices

Any required notices pursuant to these Terms may be sent by registered mail or email transmission (with electronic confirmation of delivery) to the addresses of the parties hereto set out herein or provided upon registration, as applicable, and any such notice shall be deemed to have been received one (1) business day after delivery by courier, four (4) business days after delivery by registered mail and one (1) business day after email transmission and written confirmation receipt of such transmission.
The Base Prospectus and the applicable Final Terms (together with any supplements) is made available in electronic form on the Issuer's website or any replacing website in accordance with Article 21 of the Prospectus Regulation.

Miscellaneous

These Terms shall be governed by and construed in accordance with the laws of Jersey, and the competent courts in the Jersey, Channel Island, shall have non-exclusive jurisdiction to hear and determine any action or proceeding arising out of or in connection with these Terms, and matters related to any proceedings in respect of the Products issued under the Base Prospectus and the rights and obligations of the Issuer and each of the holders of the Products under the Base Prospectus. For that purpose the Issuer (and each holder of the Products, upon receipt of the Products, shall be deemed to agree) irrevocably submit to the jurisdiction of the courts of Jersey.

Notwithstanding the above, and for the avoidance of doubt, (i) the various agreements with service providers (such as e.g. the Custodian, the Paying Account Provider, the Securities Agent, the Broker) shall be governed by the laws set out therein and subject to the jurisdiction set out therein, (ii) the Registration Agreement shall be governed by, and shall be construed in accordance with, Swiss law (without reference to the principles of conflicts of law rules).

In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. In case of any discrepancy or inconsistency between the provisions of these Terms and the Offering Terms relating to the offering of the Products (as defined in the Offering Terms), the provisions of the Offering Terms will prevail. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Backed Assets or enables you to act on behalf of Backed Assets. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us and you relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

Terms and Conditions of the Offer of Securities to the Public

The Issuer, Backed Assets (JE) Limited, may issue Products under the Base Prospectus, linked to Underlyings or Underlying Components providing exposure to a range of stocks and Indices. The following Terms and Conditions are applicable to all Products issued by the Issuer. The Terms and Conditions shall be completed by and must be read in conjunction with the respective Final Terms belonging to the relevant Product. In case of inconsistencies between the Terms and Conditions and the Final Terms, the Final Terms shall prevail.

Capitalized terms in the Terms and Conditions not defined in this section will have the meaning set out in the relevant Final Terms. Terms defined elsewhere in this Base Prospectus form an integral part of these Terms and Conditions. A reference table of all defined terms is set out in the section **Error! Reference source not found.**. "*Definitions".*

The Investors are deemed to have read and taken notice of the provisions of these Terms and Conditions and the Final Terms as well as the key elements of the Tokenization Services Agreement, Authorized Participant Agreement (if any), the Collateral Agreement or the Security Agreement, the Account Control Agreement or the Securities Account Control Agreement, the Custody Agreement and/or the Cryptocurrency Services Agreement, the Brokerage Agreement and/or Institutional Account Agreement, the Paying Account Provider Agreement and the Market Maker Agreement (if any) as described in the Securities Note and the Final Terms.

I. Product Type

The Products issued are open-ended (i.e. without predetermined fixed maturity) Tracker Certificates tracking the value of the Underlying. However, some of the Underlyings may have a fixed maturity date, which will be encountered with a method in accordance with clause IX.iv. "*Underlyings with Fixed Maturity Date*". The Products replicate the price movement of the Underlying or the Underlying Component 1:1 (excluding or including any dividend or interest payments eventually paid by the issuer of the Underlying). However, the

entitlement of the Investors may be reduced and/or adjusted by the Investor Fees and/or the Management Fees in accordance with the Final Terms. The resulting value will further be adjusted by the applicable fees, tracking errors from foreign currency hedging and conversion ratios as the Underlyings or Underlying Components of the Products are traded in an Underlying Currency, which may not be the Settlement Currency. The Products do not bear interest.

II. Form and Transferability of Securities

The securities for each Product will be issued in the minimum investment amount(s), if applicable, and the currency specified in the Final Terms, as Ledger-Based Securities. Physical delivery of the Underlyings/Underlying Components or any issuers of the Collateral or other entities is excluded and Investors' interests are settled in FIAT currency and/or cryptocurrencies in the event of a redemption or termination.

The Issuer and each holder of Products issued by the Issuer, i.e. any Investor, enter into a Registration Agreement (*Registrierungsvereinbarung*) according to article 973d CO based on the following provisions which (i) sets out the terms relating to the securitization of the Products in ledger-based securities according to article 973d CO under Swiss law by the Issuer, the effects, the rules of transfer and the process in case of loss of such ledger-based securities, and (ii) is part of these Terms and Conditions:

Establishment (*Errichtung*) and effects (*Wirkung*)

The Issuer hereby securitizes the Products in the form of cryptographic tokens as ledger-based securities (*Registerwertrechte*) according to article 973d CO under Swiss law that are created by the Issuer by means of a registration in the smart contract based securities ledger according to article 973d (2) CO running on a Product-DLT serving as underlying system for the ledger-based securities. The entitlement to the securitized Securities exclusively results from the Securities Ledger.

Ledger-Based Securities are exclusively exercisable via the Securities Ledger and are subject to the terms and conditions of the underlying distributed-ledger protocol (System) and this section for ledger-based securities that form the Registration Agreement.

Functionalities of smart contract(s) representing the Securities Ledger:

minting:	ability to create new or additional ledger-based securities
burning:	ability to destroy ledger-based securities by erasing a balance and reducing the supply.
relay:	ability to pre approve the transfer of tokens using a signed message, which can then be used to execute the transaction via a different account, which pays the blockchain fees.
pausing:	ability to stop all transfers of tokens
updating:	ability to update the smart contract code

The Tokenizer shall exclusively execute:

a. The minting function in accordance with clause VI. "Issuance and Redemption" of the Terms and Conditions;

b. the burning function only with regard to ledger-based securities held by itself;

c. turning on and off the ability to use the relay function for different accounts;

d. the updating function;

e. the pausing function.

Transfer (*Übertragung*)

The ledger-based securities are transferable by (i) any action that technically transfers the direct or indirect power of disposal over the ledger-based securities from one natural or legal person to another, and (ii) complying with this Registration Agreement and these Terms and Conditions.

The smart contract may block interactions with addresses which have been flagged as sanctioned in accordance with Sanctions Regulations (such as OFAC sanctions), which includes the ability to transfer the Issuer's Products to and from such addresses. The Issuer will engage an independent third-party service provider, such as Chainalysis, to implement such oracle function. The third-party's terms and conditions may apply to such service.

Establishment of securities (*Sicherheiten*)

The registration of a security (*Sicherheit*) according to 973g (1)(1) CO is technically not supported by the Securities Ledger. Securities (*Sicherheiten*) over ledger-based securities can only be created by the transfer of the respective ledger-based securities.

Cancellation (*Kraftloserklärung*)

The cancellation function is subject to the future extension of the burning function as described below in connection with the updating function. If and once introduced, it will function as follows:

If a beneficiary of ledger-based securities loses access (power of disposal) to the ledger-based securities, such beneficiary may demand according to article 973h CO the competent court (*Zug, Einzelrichter im summarischen Verfahren*) to cancel the respective ledger-based securities, provided that the beneficiary furnishes credible evidence of its original power of disposal and of the loss thereof, which is according to the Issuer's view very challenging to achieve. The cancellation procedure according to article 982 – 986 CO applies mutatis mutandis, except that only one public notice for presentation of the security in the Swiss Official Gazette of Commerce is required, and the time limit (waiting period) is at least one month after the public notice.

Following cancellation of the respective ledger based-securities by the court, the beneficiary shall provide to the Tokenizer or to the Issuer, who then forwards to the Tokenizer (i) the court decree with a confirmation of legal validity (*Rechtskraftsbescheinigung*) and (ii) the address to which the replacing ledger-based securities shall be transferred. The Issuer may refuse to transfer the replacing ledger-based securities to an address and request the beneficiary to provide another address, if (i) the Issuer cannot verify the beneficial ownership of the beneficiary of such address, or (ii) such address does not (a) meet the requirements set out in this Registration Agreement and these Terms and Conditions, or (b) allow the Issuer and/or Tokenizer to fulfil its KYC duties or other obligations under applicable law.

After successfully reviewing the submitted documents, the Tokenizer of the Securities Ledger will burn the cancelled ledger-based securities and issue new ledger-based securities to the beneficiary's address that represent the rights of the cancelled ledger-based securities.

None of the Issuer, the Investors, the Security Agent, the Custodian, the Paying Account Provider or any other person shall at any time have the right to affect or demand the conversion of Products (as Ledger-Based Securities) into, or the delivery of, individually certificated securities (*"Wertpapiere"*), uncertificated securities ("*einfache Wertrechte*") or book-entry securities ("*Bucheffekten*").

Updating

The Issuer and/or the Tokenizer on behalf of the Issuer may:

i. amend or substitute the Securities Ledger,

ii. substitute, migrate or transfer the Securities Ledger and the ledger-based securities to another Product-DLT or any other system, standard or technology,

iii. or issue ledger-based securities on multiple underlying systems,

in order to:

i. incorporate and benefit from the latest technical developments,

ii. comply with applicable law, for example if the integrity of the securities ledger or the underlying system is not anymore adequately secured as required by law, or

iii. reflect changes in the corporate structure of the Issuer, provided that such amendments, substitutions migrations or transfers do not affect the validity of the ledger-based securities.

A future update of the smart contract functionality may introduce a freezing function and/or extend the burning function, which then could only be executed by the Tokenizer if (i) the Tokenizer is compelled by a court, a regulator or other governmental authority of competent jurisdiction over the Tokenizer and/or the Issuer or laws or regulations applicable on the Tokenizer and/or the Issuer to burn, recover, freeze or unfreeze ledger-based securities, and (ii) such action (a) does not result in a violation of applicable laws by the Tokenizer and the Issuer in the jurisdiction of its incorporation; and (b) is made in compliance with the rules governing international legal and administrative assistance in the jurisdiction of its incorporation.

Pausing

The Tokenizer may pause all transactions related to the ledger-based securities in case of any technological change, discovery of a vulnerability, or hack attempts, to ensure the functionality of the Securities Ledger (e.g. in case of a hard fork); such pause is limited to the time reasonably required to fulfil its purpose.

Miscellaneous

To the fullest extent permitted by applicable law: in no event will the Issuer and the Tokenizer, any affiliate of the Issuer or any of their respective past, present, and future employees, officers, directors, contractors, consultants, suppliers, vendors, service providers, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns, be liable for damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, assets or investment) arising out of or in any way related to the ledger-based securities, the Securities Ledger, the system or this Registration Agreement, regardless of the form of action, whether based in contract, tort or any other legal theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable).

The Issuer may at any time amend or substitute the Registration Agreement. The Registration Agreement forms part of these Terms and Conditions and the Issuer publishes the latest version on its website: www.backedassets.fi.

The Registration Agreement is governed by, and shall be construed in accordance with, Swiss law (without reference to the principles of conflicts of law rules).

III. Rights attached to Products

The Investors have a sole claim to the Collateral allocated to the specific Product they are holding and no further claim to other Collateral allocated to other Products or to the Issuer's assets. The Products are neither insured nor guaranteed by any government, regulator or agency. Accordingly, once an Investor's pro-rata share of the Net Realisation Proceeds has been paid, that Investor has no residual claim against the assets of the Issuer (or any service providers to the Issuer) in the event that the Investor suffers any losses in relation to their investment in the Products.

Each Investor's rights as creditor do not consist of any shareholders' rights; thus, excluding all rights of attendance, dividend payments, other participation rights or voting rights at a general assembly of the Issuer or any issuers of Underlyings, Underlying Component or issuers of Collateral or other entities. The management of the Issuer is in the sole responsibility of the directors of the Issuer. Also as regards Investors, no additional payment obligations in the meaning of the CO apply. The Products do in particular not bear any interest.

The Investors in a Product are not entitled to any rights or claims to the Underlying or the Underlying Components or the Collateral, i.e. the Investors do not have any dividend, voting, pre-emption rights in offers for subscription of securities of the Underlying/Underlying Component or any right to share in the profits of an issuer of an Underlying/Underlying Component, or any right in any surplus in the event of liquidation, also relating to the Underlying/Underlying Component.

IV. Collateralization

The Issuer entered into a Collateral Agreement and/or a Security Agreement with the Investors represented by the Security Agent, acting in the name and on the account of the Investors as their direct representative

(*direkter Stellvertreter*) and the Security Agent, acting in its own name and in its own account, for its ongoing costs.

Each Product is secured under the Collateral Agreement and/or the Security Agreement (and a Product-specific schedule, if applicable). Any Collateral will be held and administered by the Issuer on one or several separate Collateral Accounts for each Product and related cash held with the Custodian in accordance with the Custody Agreement. Purchasing and selling of fractional Ledger-Based Securities is possible; the total Collateral will be rounded up to the next unit of the Underlying. Any excess amount paid by the Investors is kept by the Issuer and not re-funded to the Investor.

Under the Collateral Agreement, the Issuer creates a right of lien (*reguläres Pfandrecht, Forderungspfandrecht*) over the Collateral in favour of (a) the Investors represented by the Security Agent acting in the name and on the account of the Investors as their direct representative (*direkter Stellvertreter*), as well as (b) the Security Agent to secure its ongoing costs in connection with its function as Security Agent. Under the Security Agreement, the Issuer grants a continuing security interest in all of its right, title and interest in the Collateral (lien on the custody account, and the Collateral contained therein) in favour of (a) the Investors represented by the Security Agent acting in the name and on the account of the Investors as their direct representative, as well as (b) the Security Agent to secure its costs in connection with the realization of the Collateral.

By acquiring the Product, each Investor appoints the Security Agent as direct representative (*direkter Stellvertreter*) and can only exercise its rights under the Collateral Agreement or the Security Agreement (and the Product-specific schedule, if applicable) through the Security Agent.

The security interest(s) created under the Collateral Agreement or Security Agreement over the Collateral are only granted to the Investors of the Product and to the Security Agent and not to any investors of other products collateralized under a different Collateral Agreement or under the Collateral Agreement according to a different schedule. The Collateral only secures the Product and the associated ongoing costs of the Security Agent.

By transferring all Products held by an Investor or if the Investor is otherwise no longer the holder of any Products, such Investor will cease to qualify as an Investor and to be a party to the Collateral Agreement or the Security Agreement (and the respective schedule(s), if applicable) for the Product.

The value of collateral to be maintained by the Issuer (as Collateral Provider) at any point in time is determined by and must correspond for Standard Collateral to the then current value of the Product calculated according to clause I. Product Type. The Standard Collateral consists of such number of Underlyings (or Underlying Components in the case of Baskets) corresponding to the number of outstanding Ledger-Based Securities in the Product. During the settlement period for the purchase and delivery of the Collateral in the delivery upon receipt of payment issuance process (option 2), Standard Collateral may also consist of all funds and assets in transit in connection with the designated Collateral of a specific Product and any rights and claims attached to such funds and assets, in particular (i) cash positions (FIAT or stablecoins) corresponding to the payment amount for the whole settlement period, ie. the cash position will not follow the fluctuations of the Underlying/Underlying Components, and/or (ii) the Issuer's claims on delivery of the Standard Collateral against its counterparties.

Other Collateral may consist of (i) cash, (ii) any stock-exchanged listed financial instrument in form of book-entry securities, (iii) non-listed financial instruments in the form of book-entry securities with a minimum outstanding book value of at least USD 50 million, or (iv) any highly liquid crypto asset listed at least on three exchanges and having a minimum market volume of USD 10 billion or more (as per reference values from coinmarketcap.com). During the settlement period for the purchase and delivery of the Collateral in the delivery upon receipt of payment issuance process (option 2), Other Collateral may also consist of all funds and assets in transit in connection with the designated Collateral of a specific Product and any rights and claims attached to such funds and assets, in particular the Issuer's claims on delivery of the Other Collateral against its counterparties. The value of the Other Collateral to be maintained by the Issuer (as Collateral Provider) at any point in time is determined by and must correspond to the overcollateralization factor *times* the then current value of the outstanding Products calculated accordingly by the Issuer, whereas the overcollateralization factor is defined in the Final Terms and can vary between different asset types:

The Issuer shall monitor and ensure compliance with each Other Collateral value once per Business Day and is obliged to bring additional Other Collateral in case of falling below thresholds and is allowed to

reduce Other Collateral in case of exceeding thresholds within the course of the next following Business Day (T+1). Each Investor's claim that is created pursuant to the Collateral Agreement and/or Security Agreement is irrevocable on the part of the Issuer as Collateral Provider and subject to the compulsory maturity of the Product upon a Realization Event.

The liability of the parties to the Collateral Agreement is limited to gross negligence or wilful misconduct. Neither party will bear any responsibility or liability to the other party or to third parties for any losses arising out of any delay in or interruptions of performance of their respective obligations under the Collateral Agreement due to any act of God, act of governmental authority, or act of public enemy, or due to war, the outbreak or escalation of hostilities, riot, fire, flood, civil commotion, outbreak of viruses (local, national or global epidemics and pandemics), insurrection, labour difficulty (including, without limitation, any strike, other work stoppage, or slow-down), severe or adverse weather conditions, power failure, communications line or other technological failure, or technological changes or other similar cause beyond the reasonable control of the party so affected. The Collateral Agreement is governed by Swiss law. The Issuer waives to the fullest extent permitted by applicable law, various rights including demand, protest, notice of protest, notice of default or dishonour, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension or renewal of this Agreement. The Security Agreement is governed by the laws of the State of New York.

V. Term

The Products are perpetual (“open-ended”) and have no predetermined fixed maturity.

The Issuer has the right to terminate and redeem all but not part of the outstanding securities of any Product in accordance with the procedure described in clause VI. "*Issuance and Redemption*" of the Terms and Conditions.

VI. Issuance, Redemption, Denomination, Recalculation and Rebasing

i. In General

The issuance and redemption mechanism is a continuous process on every Business Day and is intended to ensure that Products have sufficient liquidity and that the price tracks the relevant Underlyings or Underlying Components.

On any Business Day, Qualified Professional Investors may subscribe via issuance and sell back via redemption through the Issuer. On any Business Day, Investors may purchase the Products through an Authorized Participant and sell back their Products via redemption through the Issuer (subject to KYC/AML requirements and acknowledgement of required regulatory warnings being received). Purchasing and selling of fractional Ledger-Based Securities is possible, the total Collateral will be rounded up to the next unit of the Underlying. Any excess amount paid by the Investors is kept by the Issuer and not re-funded to the Investor.

The Investors have to go through a proper KYC/AML-procedure, in particular including transaction monitoring as well as source of wealth and source of funds checks, in order to be eligible to subscribe for or redeem Products or to receive any cash settlements (including possible interest and dividend payments), according to Jersey AML Laws and Guidance, AMLA, Sanctions Regulations and the FATF's high-risk jurisdictions and jurisdictions under the increased monitoring list.

The Investor's personal data is processed in accordance with the Website Privacy Notice at Annex 1 to this Securities Note.

There is no claim of any investor against the Issuer for issuing any Product at any moment of time. The Issuance of any Product is in the full and sole discretion of the Issuer. If there are negative findings in connection with the KYC/AML-procedure or any other material negative issues regarding the issuance, redemption or any payment transaction, the Issuer has the right to reject the issuance, redemption or payment transaction with no liability to the Investors.

ii. Issuance

There are two different issuance processes, which are specified in the Final Terms for each Product. The practical steps involved in the issuance of Products for the two issuance process options are as follows:

Issuance process option 1: delivery upon receipt of Collateral:

a. The Ledger-Based Securities for the Products are pre-created (but not activated) by the Tokenizer for each specific Product and transferred into a wallet held by the Tokenizer on behalf of the Issuer.

b. Investor submits purchase order to Issuer or, where applicable, the Authorized Participant sends a purchase order to the Issuer.

c. The Investor has to go through KYC/AML procedures in accordance with applicable legal and regulatory requirements and acknowledge required regulatory warnings. The Issuer, acting in its sole discretion, has the right to reject any issuance request if there are negative findings or other material issues with the issuance. Where an Authorized Participant is involved, the Authorized Participant will apply its own KYC/AML procedures in relation to any person wishing to purchase the Products from it in accordance with its own legal and regulatory requirements.

d. The Issuer submits a creation order to the Tokenizer upon receipt of either the Authorized Participant's payment or the Investor's payment (including Investor Fees) or respective guarantee or equivalent security on the Paying Account.

e. Until the Business Day following the receipt of the Authorized Participant's payment or the Investor's payment (including Investor Fees) or respective guarantee or equivalent security (i.e. T+2), the Issuer:

    i. buys the Collateral required for the number of Ledger-Based Securities resulting from “Investor's or Authorized Participant's payment amount *minus* Investor Fees” (fractional Ledger-Based Securities are possible) and transfers the Collateral to the Collateral Account with the Custodian (or as directed by the Authorized Participant, as applicable);

    ii. in case of successful purchase of the Collateral, instructs the Tokenizer to activate the pre-created Ledger-Based Securities in the required amount and to transfer them until the latest 6:00pm CEST to the wallet specified by the Investor (or the Authorized Participant's wallet, as applicable);

    iii. in case of being unable to purchase the Collateral within the specified timeframe, cancels the purchase order and transfers back the purchase price minus a fixed fee covering the expenses of the Issuer (such as KYC/AML) to the Investor (or Authorized Participant, as applicable).

Issuance process option 2: delivery upon receipt of payment:

a. The Ledger-Based Securities for the Products are pre-created (but not activated) by the Tokenizer for each specific Product and transferred into a wallet held by the Tokenizer on behalf of the Issuer.

b. Investor submits purchase order to the Issuer or, where applicable, the Authorized Participant sends a purchase order to the Issuer.

c. The Investor has to go through KYC/AML procedures in accordance with applicable legal and regulatory requirements and acknowledge required regulatory warnings. The Issuer, acting in its sole discretion, has the right to reject any issuance request if there are negative findings or other material issues with the issuance. Where an Authorized Participant is involved, the Authorized Participant will apply its own KYC/AML procedures in relation to any person wishing to purchase the Products from it in accordance with its own legal and regulatory requirements.

d. Upon receipt of either the Authorized Participant's payment or the Investor's payment (including Investor Fees) or respective guarantee or equivalent security on the Paying Account, the Issuer immediately:

    i. if required, transfer the payment amount to a service provider for conversion to Fiat currency (Off Ramping), instructing the proceeds of conversion to be delivered to a Collateral Account;

    i. submits a purchase order to buy the Collateral required for the number of Ledger-Based Securities resulting from "Investor's or Authorized Participant's payment amount minus Investor Fees" (fractional Ledger-Based Securities are possible);

    ii. submits a creation order to the Tokenizer; and

    iii. instructs the Tokenizer to activate the pre-created Ledger-Based Securities in the required amount and to transfer them to the wallet specified by the Investor (or the Authorized Participant's wallet, as applicable).

e. Upon the Business Day following the receipt of the Authorized Participant's payment or the Investor's payment (including Investor Fees) or respective guarantee or equivalent security (i.e. T+2), the Issuer shall receive the purchased Collateral required for the number of Ledger-Based Securities resulting from "Investor's or Authorized Participant's payment amount *minus* Investor Fees" (fractional Ledger-Based Securities are possible) to the Collateral Account with the Custodian (or as directed by the Authorized Participant, as applicable).

There are no creation limits on the Products assuming sufficient liquidity in the capital markets in which the Collateral is purchased.

iii. Issuer Redemption (Issuer Call Option)

If an event occurs, which in the sole discretion of the Issuer requires a discontinuation of a Product ("**Termination Event**"), the Issuer has the right to terminate such Product ("**Issuer Call Option**") at a date of its choice ("**Termination Date**"), without providing for a specific reason, by notifying the Investors at the earliest possible date, in any event no later than 30 Business Days prior to the Termination Date ("**Termination Notice**"). The Issuer has to notify (i) Investors having subscribed their securities directly with the Issuer by e-mail (as stated by the Investor in the KYC provided during the issuance process) or in other written form in the sole discretion of the Issuer, and (ii) any other Investors not having subscribed their securities directly with the Issuer by publication on the Issuer's website www.backedassets.fi. The Issuer Call Option may for example (but not limited to), be exercised:

a) if the Issuer has determined and documented respectively that the Underlying of the relevant Products has permanently ceased to be liquid;

b) if compliance by the Issuer with the obligations under the Products or any transaction in respect of an Underlying of the relevant Products will become unlawful or impossible in whole or in part, in particular as a result of compliance by the Issuer with any future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power or controlling authority or of the relevant competent market authorities ("**Regulatory Call**");

c) due to increased cost of Collateralization; or

d) in the event that any present or future taxes, duties or governmental charges would be imposed by any jurisdiction in which the Issuer is or becomes subject to tax as a result of any change in laws or regulations of the relevant jurisdiction;

e) in the event a major service provider stops providing its services, such as, but not limited to, brokerage services, paying account provider services, tokenization services, security agent services, securities custody services or KYC services;

f) in the event of the Product having an Underlying with a fixed maturity date and the Issuer having defined in the Final Terms to exercise the Issuer Call Option upon reaching the maturity date of the Underlying;

g) in the event that the Issuer infers that technological and/or operational risks related to the ledger-based technology being used have significantly increased.

Following a Termination Event, the securities will be subject to redemption at the Redemption Amount on the Termination Date. If the Issuer Call Option has been exercised due to unfavourable market conditions, including illiquidity or insolvency or distressed situations relating to an Underlying or a relevant market for the Underlying, Investors should be aware that the Redemption Amount may be considerably lower compared to the issue price or the last valuation of the Products before the exercise of the Issuer Call Option.

Upon exercise of the Issuer Call Option the securities of the Product so terminated will be redeemed in accordance with the procedure set forth in clause VI. v. "*Settlement*" of the Terms and Conditions.

iv. Investor Redemption (Investor Put Option)

Any Investor may either by itself or through its financial intermediary maintaining the relevant securities for the Investor exercise its right to require the Issuer to redeem a number of securities for any one Product by submitting a sell order ("**Redemption Order**") with the Issuer, or any party acting on behalf of the Issuer

("**Investor Put Option**"). Such Redemption Order or Investor Put Option can be placed by the Investor at any time ("**Investor Redemption Date**").

The Products shall be redeemed in accordance with the procedure set forth in clause VI. v. "*Settlement*" of the Terms and Conditions.

v. Settlement

All termination and redemption of Products shall be settled as per the Termination Date or the Investor Redemption Date, as the case may be, in the Settlement Currency as cash and/or upon the sole discretion of the Issuer, optionally also in other FIAT currencies or cryptocurrencies, in accordance with this clause ("**Settlement**"). Purchasing and selling of fractional Ledger-Based Securities is possible; the total Collateral will be rounded up to the next unit of the Underlying. Any excess amount is kept by the Issuer and not re-funded to the Investor.

The Issuer shall determine the Redemption Amount to be paid by the Issuer in respect of the Product being terminated and redeemed in accordance with the formula set out in the relevant Final Terms. The Redemption Amount shall be no less than the smallest denomination of the respective Settlement Currency. Where no market value can be obtained, the Issuer will, to the extent permitted by applicable law, determine the fair market value of such Product as per the Termination Date or the Investor Redemption Date in its duly exercised discretion and in accordance with established market practice.

The practical steps involved in the Settlement of Products are as follows:

a. Before and subject to accepting the Investor's Products for redemption, the Investor has to go through KYC/AML procedures successfully in accordance with applicable legal and regulatory requirements and, to the extent not already provided, acknowledge required regulatory warnings. The Issuer has the right to reject any redemption request if there are negative findings or other material issues with the redemption.

b. The Tokenizer forwards the Redemption Order to the Issuer upon receipt of the Investor's Products.

c. Until the fifth Business Day following the receipt of the Investor's Products (i.e. T+5), or such earlier date as the Issuer may determine in the event the Issuer elects to pre-finance the redemption, the Issuer:

    i. Instructs the Tokenizer to de-activate the received Products by transferring them to the wallet held by the Tokenizer on behalf of the Issuer;

    ii. Liquidates the Collateral in the Collateral Account in the same amount as the redeemed Products;

    iii. Calculates the Redemption Amount to be paid out to the Investor or the Authorized Participant; and

    iv. Instructs the Paying Account Provider to pay out the redemption amount (*minus* Investor Fees) to the Investor or Authorized Participant and keeps the Investor Fees.

vi. Denomination, Recalculation and Rebasing

Each Product has either a fixed or variable Denomination.

Products with a variable Denomination follow 1:1 the Underlying Price and therefore, the total number of outstanding securities is equal to the total number of Underlyings held in the Collateral by the Issuer and does only vary based on new issuances or redemptions, and the deduction of Management Fees and addition of any dividend, interest or similar payments of the Underlying received by the Issuer and to be reinvested into Underlyings.

Products with a fixed Denomination follow 1:1 the Underlying Price in value, but the total number of outstanding securities is recalculated on every Recalculation Event based on the ratio between Recalculation Value and the Denomination after deduction of Management Fees and after addition of any dividend, interest or similar payments of the Underlying received by the Issuer and to be reinvested into Underlyings.

The Recalculation Value is being fetched by data oracles operated by the Tokenizer, or third parties based on the Reference Source on any Recalculation Event and automatically fed into the Product’s smart

contract, where the Recalculation and the reallocation of securities is being conducted automatically without involvement of the Issuer.

In relation to each Investor (i.e. holder of the Products), the Rebasing is conducted by an automated mechanism using a smart contract, which based on the Recalculation Value, determines a multiplier to the balance of outstanding securities and further adjusts the number of securities in the net-basis of every wallet containing any securities in the Product. The securities will be allocated in fractional units in fractions with up to 18 decimal places, with rounding down to the eighteenth decimal place.

VII. Markets and Market Disruption

i. Reference Sources

As defined in section **Error! Reference source not found.**, most of the Underlying or Underlying Components or Collateral will be traded on exchanges, such as e.g. NASDAQ, NYSE, Xetra, Börse Frankfurt, London Stock Exchange, Swiss Stock Exchange (SIX), etc., and valuations will be made by the Issuer based on prices issued by the exchange(s) or quotation system(s), or also net asset values issued by the issuers of the Underlying and Underlying Components and Collateral, all as specified in the Final Terms (so-called Reference Sources) or any successor of such Reference Sources or any substitute exchange or quotation system to which trading in the Underlying, Underlying Component or the Collateral may have temporarily been relocated. Any substitute exchange or quotation system must provide comparable liquidity relative to the Underlying or Underlying Components or Collateral as the original Reference Source, as determined by the Issuer.

ii. Market Disruption Event

A Market Disruption Event or Settlement Disruption Event means:

a) In relation to an Index and/or Underlying Components and/or Collateral, the occurrence or existence of a suspension or a limitation on trading in or a limitation on market prices issued by the exchange(s) or quotation system (s) defined in the Final Terms (but for the avoidance of doubt, not merely a limitation on the hours and number of days of trading resulting from an announced change in the regular business hours of) for one or more Index constituents relevant to such Index (calculated using the last known price of such Index constituent) so that the price or value of the Product cannot be determined, announced or published or otherwise is not being made available on a Business Day relevant for the fixing, observation or valuation of the Index and/or an Underlying Component; or

b) In relation to a single Underlying, Underlying Component and/or Collateral, the occurrence or existence of a suspension or a limitation on trading in or a limitation on the market price issued by Reference Sources (but for the avoidance of doubt, not merely a limitation on the hours and number of days of trading resulting from an announced change in the regular business hours of the relevant Underlying exchange) for the Underlying or one or more Underlying Components or Collateral so that the price or value of the Product cannot be determined, announced or published or otherwise is not being made available on a Business Day relevant for the fixing, observation or valuation of such Underlying as determined by the Issuer in its duly exercised discretion.

iii. Rights on Occurrence of a Market Disruption Event

If the Issuer, in its discretion determines that a Market Disruption Event has occurred and is continuing on a Business Day relevant for the fixing, observation or valuation of the Index or the relevant Underlying in the case of a single Underlying or components of an Underlying or Collateral then the respective Business Day relevant for the fixing, observation or valuation of the Index or the relevant Underlying in the case of a single Underlying or components of an Underlying or Collateral shall be postponed until the next following Business Day on which there is no such Market Disruption Event.

If, in the sole opinion of the Issuer, a Market Disruption Event is continuing, then (i) the Business Day relevant for the fixing, observation or valuation of the Index or the relevant Underlying in case of a single Underlying or Underlying Components or Collateral and (ii) the value for that Index or the relevant Underlying or Collateral for such date shall be determined by the Issuer, in its duly exercised discretion and in accordance with established market practice, it being understood that for relevant Underlyings or Collateral that are not affected by the Market Disruption Event the Business Day relevant for the fixing, observation or valuation of the Index or the Underlying or Collateral shall continue to be the originally designated date.

If, in the sole opinion of the Issuer, a Market Disruption Event is continuing for at least 30 calendar days, the Issuer may in its sole discretion be allowed to exercise the Issuer Call Option for such Product in accordance with clause VI. iii. "*Issuer Redemption (Issuer Call Option)*" of the Terms and Conditions.

VIII. Underlying Illiquidity

i. Underlying Illiquidity

For the purpose of these Terms and Conditions Underlying illiquidity means, in respect of any Underlying or Underlying Components or Collateral, low or no trading volume in the Underlying or the Underlying Components or the Collateral, the difficulty to buy and/or sell the Underlying or Underlying Components or Collateral in a short period of time without its price being affected, or any comparable event that leads to an extraordinary illiquidity in any Underlying or Underlying Components or Collateral, as determined by the Issuer in its sole discretion ("**Underlying Illiquidity**").

ii. Rights upon Underlying Illiquidity

In case of Underlying Illiquidity,

a) in case of being unable to purchase the Underlying or Collateral within the specified timeframe in connection with the Issuance:

    a. in case of the delivery upon receipt of Collateral issuance process, the Issuer cancels the purchase order and transfers back the purchase price minus a fixed fee covering the expenses of the Issuer (such as KYC) to the Investor;

    b. in case of the delivery upon receipt of payment issuance process, the Issuer shall (i) in case of Standard Collateral purchase Other Collateral, which is as similar as possible to the Standard Collateral of the specific Product in view of value, liquidity and volatility, (ii) in case of Other Collateral purchase different Other Collateral.

b) in case of being unable to sell/liquidate the Underlying or the Collateral in the Collateral Account in the same amount as the redeemed Products within the specified timeframe in connection with the Redemption, the Issuer

    a. may calculate the relevant Redemption Amount based on the average execution price (less transaction costs) as it was obtained on a best effort basis, as determined by the Issuer, instead of using the originally pre-defined fixing or value of the Underlying or Collateral (e.g., the official close of the respective Underlying or Collateral) set out in the Final Terms.

    b. May postpone the determination (fixing) and/or the payment of the relevant Redemption Amount accordingly by such number of Business Days necessary to account for such prevailing market conditions as determined by the Issuer.

IX. Adjustments for Products related to any Underlying or Collateral

i. Adjustments

An Adjustment Event may include, but is not limited to events of capital increases, delistings, share splits, special dividends, Underlyings or Collateral reaching its fixed maturity date, and any other event, which makes it impossible to determine the reference price or lead to the fact that the reference price can no longer be determined on a regular basis.

The Issuer shall, acting in a commercially reasonable manner and in accordance with established market practice and without the consent of Investors, determine whether or not at any time an Adjustment Event has occurred. Where it determines that an Adjustment Event has occurred, the Issuer will, acting in a commercially reasonable manner and in accordance with established market practice determine whether such Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Underlying or Underlying Component or Collateral and, if so, will make such adjustment as it considers appropriate in its duly exercised discretion and in accordance with established market practice.

Such adjustment could be made to the Redemption Amount, the relevant Underlying or Underlying Component or Collateral, the number of Underlyings to which the respective Product relates, the number of

Underlyings or Underlying Components or Collateral, and/or any other adjustment and, in any case, any other variable relevant to the redemption, Settlement, or payment terms of the relevant Products as the Issuer determines, in its duly exercised discretion but in accordance with established market practice, to be appropriate to account for that diluting or concentrative effect. The Issuer shall further determine, in its duly exercised discretion and in accordance with established market practice, the effective date(s) of such adjustment(s).

ii. Fork Event

In the event of a Fork in the blockchain used by the Issuer for the Products, the Issuer, in its sole discretion, will determine:

- whether or not to participate in the Fork; and

- which of the Fork's two resulting chains would be recognized, or if a different platform/protocol/blockchain for such purpose shall be used.

The Issuer is not obliged to assess every Fork or event resulting in a Fork or to notify the Investor of the Product of any Fork or event resulting in a Fork.

iii. Discontinuation of Trading on Relevant Underlying Exchange

If the Issuer, acting in a commercially reasonable manner and in accordance with established market practice, upon the announcement of a relevant exchange or trading platform for the trading of an Underlying or Underlying Component or Collateral that pursuant to the rules of such exchange or trading platform, the relevant Underlying or Underlying Component or Collateral ceases (or will cease) to be traded or publicly quoted on the exchange for any reason and is not immediately re-traded or re-quoted on an exchange, trading platform or quotation system, then this shall be a Termination Event at the sole discretion of the Issuer. Therefore the relevant Products shall be terminated by the Issuer and the Issuer shall pay an amount which the Issuer, in its duly exercised discretion and in accordance with established market practice, determines is the fair market value.

iv. Underlyings with Fixed Maturity Date

Some Underlyings may have a fixed maturity date. In such case, the Product may be subject to one of the following models:

a. The Product may have the same maturity date as the Underlying; or

b. Upon reaching the maturity date of the Underlying, the Issuer may exercise its Issuer Call Option in accordance with clause VI. iii. "*Issuer Redemption (Issuer Call Option)*" of the Terms and Conditions, in which case the Product will be terminated with the Termination Date being the same as the maturity date of the Underlying; or

c. Upon reaching the maturity date of the Underlying, the Issuer may replace the Underlying with another Underlying that has similar characteristics. The replacement product will be selected by the Issuer in its sole discretion and may be subject to certain conditions or restrictions.

The Issuer will specify in the Final Terms of the Product which of these models will apply to the specific Product.

In the event that the Issuer exercises its right to replace the Underlying, the Product will continue to track the new Underlying with similar characteristics. Investors should be aware that the replacement Underlying may have different performance characteristics, fees, or other features compared to the original Underlying.

The Issuer will provide Termination Notice to Investors in the event that it intends to exercise its Issuer Call Option in accordance with clause VI. iii. "*Issuer Redemption (Issuer Call Option)*" of the Terms and Conditions or replace the Underlying. Investors will have the option to redeem their investment in the Product prior to the Termination Date in line with the ordinary Investor Redemption procedures in accordance with clause VI.iv "*Investor Redemption (Investor Put Option)*" of the Terms and Conditions. If an Investor chooses not to redeem their investment, their investment will automatically be converted to the replacement Underlying upon the day following the Termination Date.

v. Other Events

In the case of events other than those described in clause IX. "*Adjustments for Products related to any Underlying*" of the Terms and Conditions, which in the sole opinion of the Issuer have an effect equivalent to that of such events, the rules described in clause IX. "Adjustments for Products related to any Underlying" of the Terms and Conditions shall apply *mutatis mutandis*.

vi. Notices of Adjustments

The Issuer shall give notice to the Investors in accordance with clause XIX. "*Notices*" of the Terms and Conditions of any change to the Terms and Conditions of the Products in accordance with clause IX. "*Notices of Adjustments*" of the Terms and Conditions. For the avoidance of doubt, the consent of the Investors shall not be required to make any of the changes to the Products set out in clause IX. "*Notices of Adjustments*" of the Terms and Conditions.

X. Adjustments for Products related to an Index

This clause X. "*Adjustments for Products related to an Index*" of the Terms and Conditions applies only to Products linked to an Index and Products linked to Index-based ETFs.

i. Modification of Calculation or Replacement of an Index

In the event that the Index calculation agent or a successor, if any, substantially modifies the formula or method of calculation of an Index or in any other way materially modifies an Index in the event of, among others, changes in constituent Underlying Components or their capitalization, or in the event that the Index calculation agent (or its successor), if any, replaces an Index by a new Index to substitute that Index, the Issuer may (without the consent of the Investors):

a) either, subject to a favourable opinion of an independent expert nominated by the Index calculation agent (if appointed), replace that Index by the Index so modified or by the substitute Index (if any), multiplied, if need be, by a linking coefficient ensuring continuity in the evolution of the underlying Index. In such event, the modified Index or the substitute Index, and (if necessary) the linking coefficient and the opinion of the independent expert, will be notified to the Investors in accordance with clause XIX. "*Notices*" of the Terms and Conditions within 10 Business Days following the date of modification or substitution of that Index; or

b) apply the provisions of clause IX. iii. "*Discontinuation of Trading on Relevant Underlying Exchange*" of the Terms and Conditions.

ii. Discontinuation of Calculation of an Index

In the case of Products related to an Index, if for any reason, on or prior to any final valuation date the Index calculation agent or a successor, if any, should cease permanently to calculate and/or announce the level of the Index and does not provide for a substitute Index, or such substitute Index cannot replace that Index, for any reason, then such event shall be a Termination Event. Therefore, the Issuer may terminate the Products by means of the Issuer Call Option and redeem the Products and pay to each Investor in respect of the securities held by it an amount representing the fair market value of such Products (the "**Fair Market Value**"). The Fair Market Value will be determined by the Issuer, in its duly exercised discretion and in accordance with established market practice. No other amount shall be due to the Investors by the Issuer upon redemption of the Products.

The Fair Market Value so determined will be notified to the Investors in accordance with clause XIX. "*Notices*" of the Terms and Conditions within 10 Business Days following the date of determination of the Fair Market Value.

The amount representing the Fair Market Value will be paid to the Investors as soon as practicable within 15 Business Days following the date of determination of the Fair Market Value.

iii. Other Events

In the case of events other than those described in clause X. "*Adjustments for Products related to an Index*" of the Terms and Conditions, which in the sole opinion of the Issuer have an effect equivalent to that of such events, the rules described in this clause X. "*Adjustments for Products related to an Index*" of the Terms and Conditions shall apply *mutatis mutandis*.

XI. Foreign Exchange Disruption

For the purposes of this clause XI. "*Foreign Exchange Disruption*" of the Terms and Conditions, a foreign exchange disruption event means the occurrence of an event that makes it impossible through legal channels for the Issuer or its affiliates to convert a currency ("**Base Currency**") into a specific currency required according to this Securities Note, the Final Terms or any agreement as described in this Securities Note or the Final Terms or any other contractual agreement in connection with the Products ("**Required Currency**") ("**FX Disruption Event**").

If the Issuer determines that on a final valuation date an FX Disruption Event has occurred and is continuing, the date for determination of the foreign exchange rate, namely the exchange rate (determined by the Issuer in good faith and in a commercially reasonable manner) for the sale of the Base Currency against the Required Currency on the final valuation date or other date on which such exchange rate requires determination in accordance with the provisions of this clause XI. expressed as a number of units of Base Currency per unit of the Required Currency ("**FX Rate**") shall be postponed until the first Business Day on which such FX Disruption Event ceases to exist and the final valuation date in respect of the Products shall be postponed to the same Business Day on which such FX Disruption Event ceases to exist.

For the avoidance of doubt, if an FX Disruption Event coincides with a Market Disruption Event, as the case may be, the provisions of this clause XI. of the Terms and Conditions shall take effect only after such postponements or adjustments have been made as a result of such Market Disruption Event in accordance with the Terms and Conditions and, notwithstanding the respective provisions of the Terms and Conditions, the Issuer's payment obligation of the Redemption Amount shall continue to be postponed in accordance with the provisions of this clause XI. of the Terms and Conditions.

XII. Taxation

Each Investor shall assume and be responsible for any and all taxes, duties, fees and charges imposed on or levied against (or which could be imposed on or levied against) such Investor in any jurisdiction or by any governmental or regulatory authority.

The Issuer and the Paying Account Provider shall have the right, but not the duty, to withhold or deduct from any amounts otherwise payable to the Investor such amount as is necessary for the payment of such taxes, duties, fees and/or charges.

Investors shall not be entitled to receive amounts to compensate for any amount so withheld or deducted.

If any governmental or regulatory authority imposes on the Issuer the obligation to pay any such taxes, duties, fees and/or charges, the Investor shall promptly reimburse the Issuer.

XIII. Issuance and Redemption of Products

The minimum trading lot for any one Product, if any, will be specified in the Final Terms.

The Issuer may introduce multi-currency issuance and redemption for the Products after being offered on the blockchain, provided that the clearing body and/or blockchain platform and/or Paying Account Provider supports the additional currencies.

XIV. Paying Account Provider

The Issuer may appoint or exchange the respective Paying Account Provider(s) for each Product specified in the applicable Final Terms and/or on its website, provided that there will always be at least one Paying Account Provider as long as the Products are offered on the blockchain. The Issuer may also appoint several Paying Account Providers in relation to any one Product.

The Paying Account Provider is acting solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Investors.

Where a Realization Event occurs, the Paying Account Provider is acting solely on instruction of the Security Agent.

Any determinations, decisions and calculations by the Paying Account Providers shall (save in the case of manifest error or wilful misconduct) act as a guideline for the Issuer and the Investors.

XV. Calculation Services

The Issuer will carry out all calculation services required by this Securities Note, the Final Terms as well as all agreements described in this Securities Note and the Final Terms.

With regard to the calculation services, the Issuer does not act as agent for the Investors and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Investors. All calculations, decisions and determinations made by the Issuer shall (save in the case of manifest error or wilful misconduct) be final and binding on the Investors and the services providers described in this Securities Note and the Final Terms.

In this regard, the Issuer may delegate any of its obligations and functions to a third party, as it deems appropriate.

XVI. Security Agent

This clause XVI. "*Security Agent*" applies to the Security Agent or any other Security Agent specified in the applicable Final Terms or any successor Security Agent of such Security Agent.

By acquiring the Product, each investor appoints the Security Agent as direct representative (*direkter Stellvertreter*) and can only exercise its rights under the Collateral Agreement or the Security Agreement (and the schedule, if applicable) for the specific Product through the Security Agent. The Issuer may at any time vary or terminate the appointment of the Security Agent only with the Security Agent's approval and in accordance with the provisions of the Collateral Agreement or the Security Agreement and applicable law. It shall give notice to the Investors in accordance with clause XIX. "*Notices*" of the Terms and Conditions of any modification in the appointment of the Security Agent.

The Security Agent may, in accordance with the provisions of the Collateral Agreement or the Security Agreement, delegate any of its obligations and functions to a third party, as it deems appropriate.

Pursuant to the Collateral Agreement and/or the Security Agreement, the Security Agent shall be entitled to satisfy its claims against the Issuer under the Collateral Agreement or the Security Agreement (including fee claims) from the realization proceeds before any other payments are made. Should the Security Agent or third parties incur any extraordinary realization and distribution costs, the Security Agent may also deduct these additional costs from the realization proceeds, before any other payments are made to investors.

XVII. Liability

Without prejudice to the provisions of any agreement as described in this Securities Note or the Final Terms, none of the Issuer, the Administrator, the Authorized Participant, the Custodian, the Broker, the Security Agent or the Paying Account Providers shall have any responsibility to the extent permitted by law for any errors or omissions in the calculation of any amount or with respect to any other determination or decisions required to be made by it under this Base Prospectus or with respect to the Product, irrespective of whether the agents act in the interest of the Issuer or the Investor.

None of the Issuer, the Administrator, the Custodian, the Broker, the Paying Account Provider, the Authorized Participant, the Security Agent, or any other involved party with the Product shall be liable for fraud, theft, cyber-attacks, drastic changes in regulation or any analogous or similar event (an "**Extraordinary Event**"). Upon the occurrence of such an event with respect to, or affecting the Underlying, the Redemption Amount shall be reduced accordingly to such Extraordinary Event and may be as low as the smallest denomination of the Settlement Currency (i.e. USD 0.01, EUR 0.01, CHF 0.01, GBP 0.01 or the equivalent in other Settlement Currencies), as determined by the Issuer.

In no event shall the Issuer, the Administrator, the Custodian, the Broker, the Paying Account Provider, the Authorized Participant, the Security Agent, or any other involved party with the Product have any liability for indirect, incidental, consequential or other damages (even if it was advised of the possibility of such damages) other than (in the case of the Issuer only) interest until the date of payment on sums not paid when due in respect of any Products. Investors are entitled to damages only (if any) and are not entitled to the remedy of specific performance in respect of a Product.

XVIII. Purchase by the Issuer

The Issuer, and/or any of its affiliates may at any time purchase Products of any issue at any price in the open market or otherwise, subject to employee trading restrictions according to common standards and regulations in the financial industry. Such Products may, at the option of the Issuer, and/or, as the case may

be, the relevant affiliate, be held, resold or cancelled or otherwise dealt with, subject to restrictions according to common standards and regulations in the financial industry.

XIX. Notices

Notices to Investors relating to Products offered on blockchain platforms and other secondary markets will be published on the platform's website, on the Issuer's website www.backedassets.fi or, in any other form as permitted by potential rules of the blockchain platform or other body. They will only be published in the English language.

Particularly, notices to Investors of the non-listed Products may also be published, as specified in the applicable Final Terms, in newspapers, on a website or otherwise. It is presumed that notices published on the website of the Issuer have been sufficiently brought to the attention and the knowledge of Investors for the purpose of these Terms and Conditions and have been understood and accepted by the Investors.

XX. Further Issuance of Securities

The Issuer shall be at liberty without the consent of the Investors to create and issue further securities, thereby increasing the number of securities in the market (provided that the Underlying or Underlying Components are also increased by a corresponding amount). Such securities shall have the same Terms and Conditions as the respective Product in all respects (or in all respects save for their issue date and issue price) so that such further issue shall be consolidated and form a single Product with the outstanding securities of such Product. Alternatively, the Issuer may decide to create and issue a separate Product upon such terms as the Issuer may determine at any time of their issue and as set out in the Final Terms of such separate Product. References in these Terms and Conditions to the Products include (unless the context requires otherwise) any other securities issued pursuant to this clause and either forming part of the existing Products or a separate Product.

XXI. Issuer's Covenant to pay and Priority of Payments

The Issuer covenants with and undertakes to the Investors, and also for the benefit of the Security Agent, that it shall duly, unconditionally and punctually pay and discharge all monies and liabilities whatsoever which from time-to-time become due, owing or payable by the Issuer: (i) under or in respect of the Products; and (ii) under or in respect of the Collateral.

Save for any monies received upon any Realization Event, all monies received by or on behalf of the Issuer in relation to any redemption in accordance with clause VI. "*Issuance and Redemption*" of the Terms and Condition will be paid in the following order of priority:

1. Firstly, in payment or satisfaction of all amounts then due and unpaid or payable to the Security Agent (as further set out in the Collateral Agreement and the Security Agreement);

2. Secondly, in payment or satisfaction of all amounts then due and unpaid to the Paying Account Providers, any other Paying Account Providers;

3. Thirdly, on a *pari passu* basis in payment or satisfaction of all amounts then due and unpaid to the Custodian (as further set out in the Custody Agreement) and the Broker (as further set out in the Brokerage Agreement);

4. Fourthly, in payment of any Redemption Amounts due and unpaid owing to the Investors on a *pro rata* basis of the ~~securities held by the~~Outstanding Value of all Products held by all Investors; and

5. Fifthly, in payment of the balance (if any) to the Issuer (without prejudice to, or liability in respect of, any queries as to how such payment to the Issuer shall be dealt with between the Issuer and any such person).

XXII. Realization Event and Realization of Collateral

i. Realization Event

A realization event regarding the Collateral occurs when ("**Realization Event**"):

1. the Issuer is subject to any form of winding up, administration, receivership, insolvency or debt enforcement proceedings, arrangements with creditors generally subject to applicable Jersey Law and associated subordination legislation,

2. the Issuer is in violation of the applicable law and forced by a regulator to cease its activity, or

3. any Other Collateral value for a Product has fallen below the applicable thresholds on any Business Day, has not been remediated by the Issuer on the next following Business Day and such breach is then ongoing for 5 consecutive Business Days, or

4. the Issuer is in breach of the issuance terms of the Product that results in a claim for the Investors, such as but not limited to a situation where Issuer does not honour a payment or delivery commitment under the Product when it falls due in good time or without defects, unless those defects are remedied within 30 Business Days.

ii. Realization of Collateral and Priority of Payments

By acquiring the Product, each Investor automatically declares to the Security Agent, as described in Art. 112 Para. 3 of the CO, that they wish to enforce their rights under the Collateral Agreement when a Realization Event occurs. By entering into the Security Agreement, the Issuer authorizes and instructs the Security Agent to take action if an event of default as specified in the Security Agreement shall have occurred and not been cured or waived, in each case subject to the limitations set forth in the Securities Account Control Agreement.

With first priority, the Security Agent, the Custodian and the Paying Account Provider shall be entitled to satisfy its claims against the Issuer under the Collateral Agreement and/or Security Agreement, the Control Agreement and the Framework Agreement (or any similar agreement), as the case may be (including fee claims) from the realization proceeds before any other payments are made. Furthermore, on a *pari passu* basis in or towards payment of all amounts due and unpaid and all obligations due to be performed under a specific Product for which the Collateral is being realized, any other third parties' claims in connection with any realization and distribution costs shall be satisfied and the Security Agent may also deduct these additional costs from the realization proceeds, before any other payments are made to Investors; the remaining realization proceeds shall be available for payment to the Investors of the Product ("**Net Realization Proceeds**").

The Security Agent shall distribute the Net Realization Proceeds with discharging effect by instructing the Paying Account Provider to execute the payment of the pro-rata share of the Net Realization Proceeds to the (financial intermediaries holding the accounts for the) respective Investors of a Product. If the Product is represented in the form of ledger-based securities, the Security Agent may determine that such payment is made by the custodian(s) or any other parties or the accounts designated by the respective Investors. The transfer of the pro-rata shares of the Net Realization Proceeds shall be determined by the holdings in the Product, with the amount of the payment to each Investor being determined with reference to the number of securities held by that Investor (or its financial intermediary). Each Investor of a specific Product (represented at all times by the Security Agent) has a maximum claim against the Collateral Provider amounting to that pro-rata share of the Net Realization Proceeds of the Collateral for such Product.

Payments of the Net Realization Proceeds are made exclusively in the Settlement Currency of the Product. The Security Agent or the Paying Account Provider (as the case may be) may request additional information from Investors or set specific requirements to comply with applicable law. The Security Agent may refuse to release and the Paying Account Provider may refuse to transfer any Net Realization Proceeds to the (financial intermediaries holding the accounts for the) respective Investors and the claim of the Investor lapses if the Investor (through its financial intermediary) is not providing the additional information or is not fulfilling the specific requirements within the timeline set by the Paying Account Provider or the Security Agent. The same applies to a Product represented as ledger-based securities, except that the Custodian(s) or the other parties designated by the Security Agent may directly request additional information from Investors (if the ledger-based securities are not held with a financial intermediary) and that the Security Agent may refuse to release and the Custodian(s) or the other parties may refuse to transfer any Net Realization Proceeds to the account designated by an Investor and the claim of such Investor lapses if the Investor is not providing the additional information or is not fulfilling the specific requirements within the timeline set by the Security Agent, the Custodian(s) or the other parties.

No interest shall be paid on the claims of the Investors or against the Issuer as Collateral Provider, which correspond to their pro-rata shares of the Net Realization Proceeds realized from the Collateral. The Security Agent shall not owe any default interest to the Investors on the payment of the pro-rata share of

Net Realization Proceeds, neither shall the Security Agent be liable to the Investors for any further damages whatsoever.

The payment of pro-rata Net Realization Proceeds to the Investors under the terms of the Collateral Agreement or Security Agreement, discharges the Investors' claims (represented by the Security Agent) against the Issuer that are related to the Product. Accordingly, once an Investor's pro-rata share of the Net Realisation Proceeds has been paid, that Investor has no residual claim against the assets of the Issuer (or any service providers to the Issuer) in the event that the Investor suffers any losses in relation to their investment in the Products.

XXIII. Statute of Limitation (Prescription)

Claims for payment of the Redemption Amount in respect of the Product shall be barred by the statute of limitation (prescription) in accordance with the applicable Jersey law, unless made within 10 years from the relevant Termination Date or the Investor Redemption Date, as the case may be.

XXIV. Substitution

By purchasing or subscribing for any Product(s) the Investor is deemed to consent that the Issuer is entitled at any time and without the additional consent of the Investors to have itself substituted as the debtor for the Products by a new issuer (which may, or may not, be a subsidiary, branch or holding company of Backed Assets (JE) Limited, (the "New Issuer"), provided that:

i. **the New Issuer is a special purpose vehicle without any operational activity except of issuing the Product(s),**

ii. **the New Issuer assumes all liabilities owed by the existing Issuer to investors with respect to the Products,**

iii. **the New Issuer secures its liabilities to investors that result from the Products by means of a guarantee declaration or other appropriate measures equivalent to the collateral structure as described in the Base Prospectus and the Final Terms of the relevant Product(s),**

iv. **the New Issuer has filed all necessary product documentation with the competent authorities (where necessary) and such product documentation has been approved by such competent authorities (where necessary),**

v. **the New Issuer has entered into service agreements with all necessary service providers (e.g. custodian, broker, security agent, paying account provider), and**

vi. **the New Issuer has received all necessary approvals from the authorities of the country in which it has its headquarters.**

Upon fulfilment of the aforementioned conditions, the New Issuer takes the place of the existing Issuer in all respects, and the existing Issuer is released from all obligations to the holders of Products relating to its function as Issuer arising from or in connection with the Products.

Any such substitution of the Issuer will be promptly published or brought to the attention of investors by the Issuer in an appropriate manner. The Issuer bears no responsibility for damages or consequences incurred by individual investors as a result of the exercise of the Issuer's right to substitution. Investors therefore have no right to assert legal claims or claims for compensation of damages against the Issuer in this connection.

XXV. Selling Restrictions

Save for the approval of this Base Prospectus in relation to the FMA and the subsequent offer of the Products to the public based on the Final Terms, no action has been or will be taken by the Issuer that would permit a public offering of any Products or possession or distribution of any offering material in relation to any Products in any jurisdiction where action of that purpose is required. No offers, sales, resales, or deliveries of any Products or distribution of any offering material relating to any Products may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on the Issuer.

Thisat any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation; Securities Note, the Base Prospectus and the Final Terms do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If the laws or regulation of a jurisdiction require that an offering of securities described herein be made by a licensed bank, securities firm or insurance company or any other party involved (each as defined in this Securities Note) or any affiliate of any other party is a licensed bank, securities firm or insurance company in that jurisdiction, the offering shall be deemed to be made by such other party or such affiliate on behalf of the Issuer or holders of the applicable securities in such jurisdiction.

The offering or sale of the Products in certain jurisdictions may be restricted by law including because of the Underlyings/Underlying Components or Collateral.

Persons who obtain possession of this Securities Note and/or the Base Prospectus and/or the Final Terms are required to inform themselves about and to adhere to any such restrictions. Neither this Securities Note nor the Base Prospectus nor the Final Terms constitute or may be used for the purposes of, an offer or solicitation to subscribe for or to purchase any Product in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. Accordingly, this Securities Note, the Base Prospectus and the Final Terms should not be used by anyone for this purpose.

The Products offered on primary and secondary markets and other platforms under this Base Prospectus are not for distribution to any U.S. person or any person or address in the U.S. or in any other jurisdiction (i) to which a distribution would be unlawful (e.g. being subject to Sanctions Regulations, such as residents of North Korea, Syria or Iran), or (ii) which may be classified as high-risk jurisdictions subject to a call for action according to the Financial Action Task Force ("**FATF**").

Any investment in the securities does not have the status of a bank deposit and is not within the scope of any deposit protection scheme.The Issuer reserves the right to impose further selling restrictions at its sole discretion which will be communicated in the Final Terms or on its website: www.backedassets.fi.

XXVI. Severance

In the event any clause or item in the relevant Final Terms is or becomes invalid, the validity of the remaining Terms and Conditions and items in the relevant Final Terms shall not be affected.

XXVII. Modifications of the Terms and Conditions and Final Terms

The Issuer shall be entitled to amend without the consent of the Investors any clause or item in the relevant Final Terms for the purpose of correcting a manifest error, or clarifying any uncertainty, or correcting or supplementing the provisions herein in such a manner as the Issuer deems necessary or desirable, provided that, in the Issuer's sole opinion, the Investors would not incur significant financial loss as a consequence thereof.

Furthermore, the Issuer shall at all times be entitled to amend any clause or item in the relevant Final Terms where, and to the extent that the amendment is necessitated as a consequence of legislation, decisions by courts of law, or decisions taken by governmental authorities.

XXVIII. Governing Law and Jurisdiction

The Base Prospectus, the Products issued, and the rights and obligations of the Issuer and each of the holders of the Products under the Base Prospectus shall be governed by and construed in accordance with the laws of Jersey.

In relation to any proceedings in respect of the Products issued under the Base Prospectus, the Issuer agrees (and each holder of the Products, upon receipt of the Products, shall be deemed to agree) that the courts of Jersey, Channel Islands shall have non-exclusive jurisdiction to hear and determine any action or proceeding arising out of or in connection with the Products issued under this Base Prospectus and for that purpose the Issuer and each holder of the Products irrevocably submit to the jurisdiction of the courts of Jersey.

Notwithstanding the above, and for the avoidance of doubt, (i) the various agreements with service providers (such as e.g. the Custodian, the Paying Account Provider, the Securities Agent, the Broker) shall be governed by the laws set out therein and subject to the jurisdiction set out therein, (ii) the Registration Agreement shall be governed by, and shall be construed in accordance with, Swiss law (without reference to the principles of conflicts of law rules).

Exhibit A1

Definitions

The following is a summary where terms are defined in the Securities Note (including the Terms and Conditions).Terms not defined in this list shall have the meanings given to them elsewhere in the Terms and Conditions.

Account Control Agreement

A three-party agreement entered into in favor of the secured party, i.e. the Investors, represented by the Security Agent acting in the name and on the account of the Investors as their direct representative (direkter Stellvertreter), between:

a. a customer/debtor such as the Issuer, i.e. a borrower, guarantor or other loan party pledging financial assets (such as intermediated securities and cash positions) as Collateral; and

b. the intermediary (Verwahrungsstelle), i.e. a depository bank such as the Custodian, maintaining the relevant financial assets in Collateral Account(s) in the name of the customer/debtor, i.e. the Issuer; and

c. the beneficiary, acting in its own name and on its own account as well as in the name and on the account of the Investors as their direct representative (direkter Stellvertreter) , i.e. the Security Agent.

Adjustment Event

Events (excluding Market Disruption Events) that may have a diluting or other negative effect on the theoretical value of the relevant Underlyings or Underlying Components of it

Administrator

Cavendish Fiduciary (Jersey) Limited of First Floor, La Chasse Chambers, Ten La Chasse, St Helier, Jersey JE2 4 UE

AML

Anti-money laundering, control of terrorist financing and counter-proliferation

AMLA

Swiss Anti-Money Laundering Act

AMLSP

An anti-money laundering service provider under the Money Laundering (Jersey) Order 2008

Attachment

Provision of security

Authorized Participant

An appropriately regulated entity approved and engaged by the Issuer (in its absolute sole discretion) for the offering of one or several Products to Investors

Authorized Participant Agreement

Authorized Participant entering into an Agreement with the Issuer, regulating i.e. the rights and obligations of the Authorized Participant in the context of application and redemption of Products

Base Currency

Any currency required to be converted into a Required Currency

Base Prospectus

Securities Note (including the Form of Final Terms), Registration Document and any supplement thereto. The Form of Final Terms has to be filled out for each specific issuance and indicates the available options with regard to the information to be determined in the Final Terms of the offer. Further, a product specific summary of the specific issue is annexed to the Final Terms. The Base Prospectus and the relevant Final Terms (incl. a product specific summary) are together the binding product documentation for the relevant securities

Broker

A regulated securities broker regarding brokerage services in connection with buying/selling the Underlyings

Brokerage Agreement

Agreement between the Issuer and the Broker

Business Day

A day on which relevant clearing systems are open and securities can be settled, relevant commercial banks and Custodians are open, banks in Zurich are open, foreign exchange markets execute payments in the respective Settlement Currency and Underlyings or Underlying Components of the relevant Product can be settled, and/or any other day, as specified in the Final Terms

CEST

Central European Summer Time

CHF

Swiss franc

Classic Index

a notional portfolio of at least five different Underlying Components, whereas the composition of the Underlying Components remains unchanged during the entire term of the Product.

CO

Swiss Code of Obligations

Collateral

The assets representing the Underlying and any cash held in any Collateral Account(s) of the Issuer held with the Custodian

Collateral Account(s)

Any Paying Accounts and Securities Accounts which are pledged in favor of the Securities Agent, acting in its own name and on its own account as well as in the account of the Investors as their direct representative (direkter Stellvertreter)

Collateral Agreement

A collateral agreement entered between the Issuer and the Investors represented by the Security Agent acting as in their name and on their account as their direct representative (*direkter Stellvertreter*) and the Security Agent acting in its own name and on its own account

Collateralization

Providing the Collateral for the benefit of the Investors to secure its payment obligations under the Base Prospectus and the Final Terms

Collateral Provider

The Issuer in its role as provider of the Collateral

Condition

Each term and condition of the Terms and Conditions

Corp./Inc.

Corporation

Custodian

Any person administering the accounts to which the Underlyings purchased by the Issuer are credited

Custody Agreement

A custody agreement between the Issuer and any Custodian according to general market standards for custody services

Data Protection Authority

Jersey Office of the Information Commissioner or any successor body

Data Protection Legislation

(a) the General Data Protection Regulation (2016/679) and any national law issued under that regulation (as may be amended from time to time), and (b) the Data Protection (Jersey) Law 2018 and any other applicable legislation relating to data protection in Jersey (as may be amended from time to time)

Delegated Regulation

Commission Delegated Regulation (EU) 2019/980 of 14 March 2019, as amended

Distributor

Any person offering, selling or recommending the Products

DLT

Distributed ledger technology

Dynamic Index

a notional portfolio of at least five different Underlying Components meeting the following conditions cumulatively so that they are merely passively managed: (i) the Underlying Components contained in the Index or basket are managed during the term of the Product according to precisely defined and predetermined objective criteria (such as market capitalization, liquidity, P/E ratio, etc.) and (ii) these criteria must be set out in the Index or basket specifications and remain un-changed during the term of the Product

EEA

European Economic Area

EmbA

Swiss Embargo Act

ETC

Ethereum Classic

ETF

Exchange-traded fund, which is an open ended collective investment scheme that trades throughout the day like a stock on the secondary market (i.e., through an exchange)

ETH

Ethereum

EU

European Union

EUR

Euro

EUWA

European Union (Withdrawal) Act 2018

Extraordinary Event

Fraud, theft, cyber-attacks, drastic changes in regulation or any analogous or similar event

Fair Market Value

In the case of Products related to an Index, if for any reason, on or prior to any final valuation date the Index Calculation Agent or a successor, if any, should cease permanently to calculate and/or announce the level of the Index and does not provide for a substitute Index, or such substitute Index cannot replace that Index, for any reason, then the Issuer shall terminate the Products by means of the Issuer Call Option and redeem the Products and pay to each Investor in respect of the securities held by it an amount representing the fair market value of such Products

FATCA

U.S. Foreign Account Tax Compliance Act

FATF

Financial Action Task Force

Final Terms

Specification of the detailed terms applicable to each Product including a specific summary of the individual issue, which is annexed to the Final Terms

FMA

Financial Market Authority Liechtenstein

Fork

An event in which an interlinked chain of blocks (a blockchain) is, at a certain block onwards, followed by two or more parallel and non-identical blocks, each generating a separated continuum of the original blockchain, possibly becoming the dominant version and thus obliviating all transactions recorded on the other possible chains.

FX Disruption Event

Occurrence of an event that makes it impossible through legal channels for the Issuer or its affiliates to convert a Base Currency into the Required Currency

FX Rate

The exchange rate for the sale of the Base Currency against the Required Currency

GBP or £

Great British Pounds Sterling, the currency of the United Kingdom

Index

any Classic Index or Dynamic Index

Investor

Person (other than a financial intermediary) who wishes to invest in the Products holding the tokenized securities on the ledger platform. Such persons and financial intermediaries holding tokenized securities in such Products for their own account shall each be an Investor.

Investor Fees

Fees owed by the Investor to the Issuer, in particular for the issuance and redemption of the Products, of up to 5% of the market price of the Underlying

Investor Put Option

Any Investor may either by itself or through its financial intermediary maintaining the relevant securities for the Investor exercise its Redemption Order with the Issuer, or any party acting on behalf of the Issuer

Investor Redemption Dates

a Redemption Order or Investor Put Option can be placed by the Investor at any time

ISIN

International security identification number

Issuer

Backed Assets (JE) Limited incorporated in Jersey

Issuer Call Option

Right of the Issuer to terminate a Product

IT

Information technology

Jersey AML Laws and Guidance

(a) the Proceeds of Crime (Jersey) Law 1999; (b) the Proceeds of Crime (Supervisory Bodies) (Jersey) Law 2008; (c) the Money Laundering (Jersey) Order 2008; (d) the Terrorism (Jersey) Law 2002; (e) the Handbook for the Prevention and Detection of Money Laundering and the Financing of Terrorism issued by the JFSC from time to time

JFSC

The Jersey Financial Services Commission and any successor body

JFSC Guidance

The application process for Issuers of initial coin offerings (ICOs) published by the JFSC on 1 July 2018 and as updated from time to time

KYC

Know-your-customer procedures and documentation, in particular including transaction monitoring as well as source of wealth and source of funds checks, all in accordance with Jersey AML Laws and Guidance, AMLA, and Sanctions Regulations

Ledger-Based Securities

Ledger-based securities ("*Registerwertrechte*") according to Art. 973d et seqq. CO

Market Disruption Event

As defined in section 2.3.1.5. of the Securities Note

Market Maker

Any natural or legal person that provides market making services including bid and offer of market prices for the Products, next to adequate liquidity with regard to all Products

MCAA

Multilateral Competent Authority Agreement

MiFID II

Directive 2014/65/EU, as amended

MTF

Multilateral trading facility

NASDAQ

National Association of Securities Dealers Automated Quotations

Net Realization Proceeds

The amount resulting of the deduction of the service fees and additional costs of the service providers from the realization proceeds, including (for clarity) the Security Agent, Paying Account Providers, Custodian, and Broker

New Issuer

Any affiliate, subsidiary or holding company of the Issuer as substitution for the Issuer as obligor under the Product

Non-Exempt Offer

If the Final Terms in relation to the Products specifies that an offer of those Products may be made by the Authorized Participant(s) other than pursuant to Art. 1 Para. 4 of the Prospectus Regulation in that Relevant Member State

Notification

FMA notification to the competent authorities in Austria, Belgium, Czech Republic, Denmark, France, Germany, Ireland, Luxembourg, Malta, Norway, Spain and the Netherlands in relation to this Base Prospectus consisting of the Securities Note and the Registration Document with a certificate of approval attesting that the Securities Note has been drawn up in accordance with the Prospectus Regulation and providing it with an electronic copy of the Securities Note.

NYSE

New York Stock Exchange

OECD

Organisation for Economic Co-operation and Development

Offer Period

The period during which an offer of the Products may be made by the Issuer or by Authorized Participants as specified in the applicable Final Terms, including on an ongoing basis on every Business Day where so stated.

Order

Financial Services and Markets Act 2000 (Financial Promotion) Order 2005

OTC

Over-the-counter

Parent

Backed Finance AG, owning 100% of the shares of the Issuer

Paying Account

The cash account(s) held by the Issuer with the Paying Account Provider on/from which funds from/to the Investors in connection with the issuance and redemption of the Products are paid (including any distribution of funds to Investors subsequent to a Realization Event, based on the instructions of the Security Agent)

Paying Account Provider

Any person accepting or dispatching payments on behalf of the Issuer of the Products and by accepting or distributing the funds from/to the Investors (including any distribution of funds to Investors subsequent to a Realization Event, based on the instructions of the Security Agent)

Paying Account Provider Agreement

Agreement between the Issuer and a regulated bank or securities firm entered into which sets out the terms on which the Issuer holds the Paying Account(s) with such regulated bank or securities firm in relation to the Products issued under the Base Prospectus.

Paying Account Provider Functions

Paying account provider functions as defined in Section 3.2 of the Securities Note and as further specified in the Account Control Agreement as well as the Final Terms of the respective Product

Perfection

Asserting rights in the Collateral

PoCL

The Proceeds of Crime (Jersey) Law 1999

Product

The securities offered by the Issuer to Investors

Product-DLT

Ethereum blockchain and similar blockchains, such as Binance Smart Chain, polygon, Gnosis Chain, TRON, Ethereum Rollups etc.

Prospectus Regulation

Regulation (EU) 2017/1129 of the European Parliament and the Council of 14 June 2017 (and amendments thereto)

Qualified Professional Investor

Means persons who satisfy the definition of "qualified professional investor" under the Financial Services (Investment Business (Special Purpose Investment Business – Exemption)) (Jersey) Order 2001 and, where applicable, any more restrictive requirements under the legal and regulatory requirements in force in specific jurisdictions where the Product is marketed to investors resident in that jurisdiction

Realization Event

As defined in clause XXII. i. "Realization Event" of the Terms and Conditions.

Redemption Order

Right of the Investors to require the Issuer to redeem a number of Securities for any one Product by submitting a sell order

Reference Sources

Market prices issued by the exchange(s) or quotation system(s) defined in the Final Terms

Registration Agreement

The Issuer and each holder of Securities issued by the Issuer, i.e. any Investor, enter into a registration agreement which sets out the terms relating to the securitization of the Products in ledger-based securities according to article 973d Swiss Code of Obligation by the Issuer, the effects, the rules of transfer and the process in case of loss of such ledger-based securities. The Registration Agreement forms part of the Terms and Conditions

Registration Document

Information document on the Issuer

Regulatory Call

Exercising of the Issuer Call Option if compliance by the Issuer with the obligations under the Products or any transaction in respect of an Underlying of the relevant Products will become unlawful or impossible in whole or in part, in particular as a result of compliance by the Issuer with any future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power or controlling authority or of the relevant competent market authorities

Relevant Implementation Date

With effect from and including the date on which the Prospectus Regulation is implemented in that Relevant Member State

Relevant Member State

Member State of the EEA which has implemented the Prospectus Regulation

Required Currency

A specific currency required according to the Securities Note, the Final Terms or any agreement as described in the Securities Note or the Final Terms or any other contractual agreement in connection with the Products.

Retail Investors

Investors not qualifying as Qualified Professional Investors

Sanctions Regulations

EmbA, any other Swiss sanctions regulations, and any other sanctions regulations in the Issuer's sole discretion.

SE

Societas Europaea

Securities Account

An account maintained by a securities intermediary such as a bank, securities firm or any other regulated custodian in Switzerland or abroad in which it holds securities for the benefit of a customer

Securities Act

U.S. Securities Act of 1922, as amended

Securities Ledger

Basis for the registration of Ledger-Based Securities according to Art. 973d et seqq. CO

Securities Note

Securities Note for the issuance of tokenized securities of the Issuer

Security Agent

The Security Agent represents the Investors (*direkter Stellvertreter*) to secure in the name and on the account of the Investors their claims under the Products as well as acting in its own name and on its own account to secure its ongoing costs

Settlement

All termination and redemption of Products shall be settled as per the Termination Date or the Investor Redemption Date, as the case may be, in the Settlement Currency as cash and/or upon the sole discretion of the Issuer, optionally also in other FIAT currencies or Cryptocurrencies, in accordance with this clause.

Settlement Currency

Currency in which the redemption amount is settled

Structured Product(s)

Combination of conventional instruments with derivatives to create a stand-alone product that is then certificated and issued by an Issuer

Successor Base Prospectus

Any base prospectus that succeeds the Base Prospectus for the purposes of continuing the public offering of the Products in accordance with Article 8(11) of the Prospectus Regulation

Supplement

Supplements pursuant to Art. 23 of the Prospectus Regulation

Swiss Professional Investors

Professional clients within the meaning of Article 4(3)–(5) of the Swiss Financial Services Act (FinSA)

TCSP

A trust and company service provider licensed by the JFSC under the Financial Services (Jersey) Law 1998 to carry on trust company business

Termination Date

Date of choice on which the Issuer terminates a Product

Termination Event

Event which in the sole discretion of the Issuer requires a discontinuation of a Product

Termination Notice

The Issuer has to notify the Investors of the termination of a Product at the earliest possible date, in any event no later than 30 Business Days prior to the Termination Date

Terms and Conditions

Terms and Conditions of the offer of securities to the Public, as stated in section 5 of the Securities Note

Tokenization Services Agreement

Agreement between the Issuer and the Parent, effective as of November 18th, 2021, as amended from time to time

Tokenizer

Person/legal entity providing tokenization services, i.e. creating the ledger-based securities for the Products, activating them and handling the issuance and redemption transactions on behalf of the Issuer

Tokenization Services

Tokenization services as defined in section 3.2 of the Securities Note

Tracker Certificates

Certificates according to type 1300 of the Swiss Derivatives Map

Underlying Currency

Currency of the Underlying/Underlying Components

Underlying Illiquidity

Low or no trading volume in the Underlying or the Underlying Components, the difficulty to buy and/or sell the Underlying or Underlying Components in a short period of time without its price being affected, or any comparable event that leads to an extraordinary illiquidity in any Underlying or Underlying Components, as determined by the Issuer in its sole discretion

Underlying(s) / Underlying Component(s)

Equity instruments, debt instruments, indices, exchange-traded funds, not listed funds and other transferable securities according to Art. 4 Para. 1 No. 44 and Annex I Section C MiFID II, as specified in the relevant Final Terms

All Underlying(s) / Underlying Component(s) must be in the form of book-entry securities

U.S.

United States

USD

United States Dollar

Exhibit 2

Backed Assets (JE) Limited - Investor Acknowledgements

Version Date: 18 November 2025

BACKED ASSETS (JE) LIMITED – INVESTOR ACKNOWLEDGEMENT

Please read carefully before proceeding.

By continuing, you acknowledge and confirm the following:

Access to Documents

- I have received and read the latest Registration Document, Securities Note, and Final Terms, including any updates available at https://www.backedassets.fi/**.**

Regulatory Warnings

- I understand that investing in token offerings is speculative and may result in total loss of investment.
- I acknowledge that such investments may not be subject to full capital market regulations or protections.

Jersey SPB Order Compliance

- I am either:
    - A Professional Investor, meaning my ordinary business involves acquiring, holding, or managing investments, or
    - An investor who has received and acknowledged the SPB Order Investment Warning, confirming I have sufficient financial resources and knowledge of the risks involved.

Institutional Investor Declaration

By proceeding, I confirm that:

- I have read and understood the above text.
- I acknowledge the risks involved and confirm my eligibility under the SPB Order.

☐ I confirm and agree

BACKED ASSETS (JE) LIMITED – INSTITUTIONAL INVESTOR ACKNOWLEDGEMENT

Please read carefully before proceeding.

By continuing, you acknowledge and confirm the following:

Access to Documents

- I have received and read the latest Registration Document, Securities Note, and Final Terms, including any updates available at https://www.backedassets.fi/**.**

Regulatory Warnings

- I understand that investing in token offerings is speculative and may result in total loss of investment.
- I acknowledge that such investments may not be subject to full capital market regulations or protections.

Jersey SPB Order Compliance

I confirm that the entity I represent is either:

- A Professional Investor, meaning its ordinary business involves acquiring, holding, or managing investments.
- An investor that has received and acknowledged the SPB Order Investment Warning, confirming it has sufficient financial resources and knowledge of the risks involved.

Institutional Investor Declaration

By proceeding, I confirm that:

- I have read and understood the above text.
- The entity I represent meets the eligibility criteria under the SPB Order.

 I confirm and agree