

Terms of Retrodrop Program

PLEASE READ THESE TERMS CAREFULLY BEFORE PLACING YOUR DIGITAL ASSETS INTO CHO TOKENS.

Acceptance of the Terms of the Retrodrop Program

These Terms of Retrodrop Program are entered into by and between each registered or unregistered end user (each, a “User”, “you” or “your”) and Charism LLC is incorporated in St. Vincent and Grenadines with company number 1999 LLC 2022, registered office at Suite 336, Beachmont Business Centre, Kingstown, registration number 1999 LLC 2022, a limited liability company creating and existing under the laws of Saint Vincent and Grenadines (each, a “Company”, “we” or “us”).

The following terms and conditions, together with any documents they expressly incorporate by reference (“Terms of Retrodrop”), govern your access to Retrodrop Program (<https://docs.choise.com/more/retrodrop> or such other URL as may be designated by the Company from time to time), as well as any mobile apps or other related services or applications thereto (collectively, the “Retrodrop”).

We reserve the right to cancel, change or amend these Terms of Retrodrop at any time at our sole and absolute discretion. Any changes to these Terms of Retrodrop will be in effect as of the “Last Updated” date referred to at the top of this page. You acknowledge and agree that the form and nature of the Retrodrop and any part of it, may change from time to time without prior notice to you, and that we may add new or remove existing features and change any part of the Retrodrop.

By accepting CHO Tokens in a Retrodrop, you represent that you have read, understood, and agreed to be bound by these Terms of Retrodrop and you acknowledge and agree to be legally bound by these Terms of Retrodrop without limitation or qualification. You further agree that all decisions of the Company shall be final and conclusive. You further confirm to have carefully reviewed these Terms of Retrodrop and all applicable to the Platform’s Terms and Conditions, and Policies, and Disclosures, and to fully understand the risks of Retrodrop.

IF YOU DO NOT AGREE TO THESE TERMS OF THE RETRODROP, YOU MUST NOT ACCESS THE RETRODROP PROGRAM.

1. Purpose of Use of CHO Token

- a. The purpose of the CHO Tokens is to facilitate the use of the related services of the Company (collectively, the “Services”) on the platforms of www.choise.com (the “Platform”). Tokens are only for use in connection with the Platforms.
- b. Certain users of the Platform (“Eligible Users”) may be eligible to receive free, automatic distributions of digital assets (“CHO Tokens”) from time to time, at the sole discretion of the Company, in accordance with these Terms of Retrodrop. Each such distribution is referred to as a “Retrodrop”

2. Principles of Token Retrodrop

- a. The Company at its sole discretion will determine the eligibility criteria for each Retrodrop, including the amount of CHO Tokens to be distributed to Eligible Users that satisfy specified criteria. Different Eligible Users may receive different amounts of CHO Tokens in any particular Retrodrop depending on the criteria determined by Company for such Retrodrop. Company will have no obligation to notify users of Platform of the eligibility criteria for any Retrodrop prior to the execution of such Retrodrop
- b. One-time Retrodrop: 3% of the CHO total supply will be distributed to all Eligible Users within the one-time Retrodrop, including:
 - 2% (20 mCHO) — Retrodrop based on the CRPT holding snapshots during 2021;
 - 1% (10 mCHO) — Retrodrop based on the crypto2fiat transactional activity during 2021.
- c. Both Retrodrops will be distributed in equal batches, at the end of each 90-day period. A lock-up period for each batch is 12 months after its distribution upon completion of each 90-day period. A 36-month linear release follows the lock-up for all batches.
- d. Important note about Retrodrop based on the CRPT holding snapshots during 2021: Eligible users should have no less than 70% of the average amount of their CRPT holdings in 2021 in a 90-day period to be qualified for a 90-day batch. Therefore if the Eligible user's average amount of CRPT holdings was 100 tokens in 2021, the Eligible user should have a minimum of 70 tokens for the period from the program's start plus 90 days to be qualified for the 1st batch distribution.
- e. Important note about Retrodrop based on the crypto2fiat transactional activity during 2021: the 1st 90-day period batch will be distributed to Eligible users whose average CRPT balance was more than the minimum between 500 USD equivalent or 1000 CRPT during the 1st 90-day period from the program's start.
- f. In addition to any other eligibility criteria set forth in these Terms of Retrodrop or otherwise determined by the Company, to receive a Retrodrop all participants must have an approved, KYC-verified, live account containing a positive balance (a "Verified Account").
- g. Company reserves the sole and absolute right to disqualify any user that Company deems ineligible for a Retrodrop (be it under these Terms of Retrodrop or by having engaged in a conduct that Company considers inappropriate or unacceptable).
- h. CHO Tokens will be credited to each Eligible User's Verified Account on a date and time determined by the Company. Upon completion of the Retrodrop, Company will notify Eligible Users that CHO Tokens were credited to each Eligible User's Verified Account.
- i. Retrodrops are not transferable and no substitutions or cash equivalents are permitted.
- j. Company decisions in any matter in relation to Retrodrop are final and conclusive. The Company will not entertain any requests for appeal or review.

3. Acknowledgment and Assumption of Risks.

You acknowledge and agree that there are risks associated with exchanging CHO Tokens, without limitation, those disclosed and explained below (the “Risk Disclosures”). You assume all of these risks:

- a. **Risk of Losing Access to CHO Tokens Due to Wallet Incompatibility:** Your cryptocurrency wallet must possess technical infrastructure that is compatible with the receipt, storage, and transfer of the CHO Token. Non-compatible wallet addresses will not be accepted. In addition, your wallet address must not be associated with a third-party exchange or service that has custody over the private key. You must own the private key if your address is an exchange address. The Company reserves the right to prescribe additional conditions relating to specific wallet requirements for the Retrodrop Program at any time, acting in its sole discretion.
- b. **Risks Associated with the Blockchain Protocols:** CHO Tokens are based on the Ethereum (ERC-20) protocol. As such, any malfunction, breakdown, abandonment, unintended function, unexpected functioning of, or attack on the Ethereum protocol may have an adverse effect on the CHO Tokens, respectively, including causing them to malfunction or function in an unexpected or unintended manner.
- c. **Risks Associated with Your Credentials:** Any third party that gains access to or learns of your wallet login credentials or private keys may be able to dispose of your CHO Tokens. To minimize this risk, you should guard against unauthorized access to your electronic devices. Best practices dictate that you safely store private keys in one or more backup locations geographically separated from the working location. In addition, you are responsible for giving us the correct wallet address to which to send your Tokens. If you give us the incorrect address to which to send your Tokens, we are not responsible for any loss of Tokens that may occur.
- d. You understand and accept that while the individuals and entities, including the Company, assigned to this task, will make reasonable efforts to continue to develop and complete the Platform, it is possible that such development may fail and your CHO Tokens may become useless and/or valueless due to technical, commercial, regulatory or any other reasons.
- e. Other risks. Other risks are more fully described in the relevant offering on the Platform.

4. Security

- a. **Your Security.** You are responsible for implementing reasonable measures for securing the wallet, vault, or another storage mechanism you use to receive and hold CHO Tokens you receive or thereafter, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your

private key(s) or other access credentials are lost, you may lose access to your CHO Tokens. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant address or your CHO Tokens, and (iii) your username, password and any other login or identifying credentials. If you are no longer in possession of any device connected with your account or are not able to provide your login or identifying credentials, we may, in our sole discretion and only if we are able, grant access to your account to any person providing additional credentials to us. We reserve the right to determine the additional credentials required, which may include a sworn, notarized statement of identity.

- b. **Additional Information.** In accordance with the internal rules and regulations, the Company reserves the right to request the provision of additional information and data before allowing you to use Services on the Platform. You will provide to us, or to our nominee, immediately upon our request, information that we, in our sole discretion, deem to be required to maintain compliance with any federal, state, local, domestic, or foreign law, regulation, or policy, including any "Know Your Customer" requirements and policies. Such information may include a passport, driver's license, utility bill, photograph of you, government identification cards, or sworn statements, and we, or our nominee, may keep a copy of such information for our records. Such information will be used by us, or our nominee, to confirm compliance with such federal, state, local, domestic, or foreign laws, regulations, and policies. We may determine, in our sole discretion, that it is necessary to obtain certain information about you (e.g., identity, address, source of wealth) in order to comply with applicable law or regulation in connection with your exchange of Digital Assets for CHO Tokens. You shall provide us with such information promptly upon request, and you acknowledge that we may refuse to allow you to exchange your Digital Assets for CHO Tokens until you provide such requested information and we have determined that it is permissible to allow you to exchange your Digital Assets for CHO Tokens under applicable law.
- c. **Your Information.** We may use aggregate statistical information about your activity, including your activity and logins to various websites, for marketing or any other purpose at our sole discretion.
- d. **Users from Restricted countries** are also excluded from Retrodrop Program due to regulatory and compliance reasons. The list of Restricted countries is published at <https://choise.com/help/360005402279/360019668920>.

5. Tax

- a. You are responsible for determining what, if any, taxes apply to your CHO Tokens, including, for example, sales, use, value-added, and similar taxes. It is also your responsibility to withhold, collect, report, and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value-added, or other tax arising from your

CHO Tokens. You agree not to hold the Company or any of the Company Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of CHO Tokens or any other action or transaction related to the Platforms or the Retrodrop Program.

6. Representations and Warranties

By participating in the Retrodrop program, you represent, warrant, and covenant that:

- a. It is your responsibility to participate on the Platforms in some manner, meaning that the ecosystem surrounding the Platforms is NOT solely dependent upon the efforts of the Company, but by the Token holders engaging with the Platforms and Services.
- b. You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks.
- c. You have read and understand these Terms and are entering into these Terms with us voluntarily and based on your own independent judgment and on advice from independent advisors as you have considered to be necessary or appropriate, after due inquiry.
- d. You have obtained sufficient information about the CHO Tokens.
- e. The CHO Tokens confer only the right to provide and receive Services on the Platforms and confer no other rights of any form or nature with respect to the Platforms or the Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights.
- f. You shall promptly provide to the Company, upon request, proof of identity and/or source of funds and/or other documentation or other information that the Company may request from time to time in connection with the Company's obligations under, and compliance with, applicable laws and regulations, including but not limited to anti-money laundering legislation, regulations or guidance and/or tax information reporting or withholding legislation, regulations or guidance, or any "Know Your Customer" requirements and policies.
- g. You are legally permitted to receive the CHO Tokens. You will comply with any applicable tax obligations.
- h. CHO Tokens are not intended to be a digital currency, security, commodity or any other kind of financial instrument.
- i. You are of a sufficient age to legally receive, obtain and use CHO Tokens.
- j. With regard to the Tokens, we make no guarantees that you will be able to resell the Tokens, or as to their future value, that no market liquidity may be guaranteed and that the value of the Tokens over time may experience extreme volatility or depreciate in full.

7. Miscellaneous.

- a. Force Majeure. None of the Company Parties will be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any force, event or condition outside of its control, including acts of God, labor disputes, or other industrial disturbances, electrical,

telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, changes in blockchain technology and changes on the Ethereum (ERC-20) protocols.

- b. Governing Law. All Retrodrops are governed by the laws of St. Vincent and Grenadines and shall be subject to the exclusive jurisdiction of St. Vincent and Grenadines' courts.
- c. Notices. All communications and notices to be made or given pursuant to these Terms of Retrodrop must be in the English language. We may provide any notice to you under these Terms of Retrodrop by posting a notice on the Platform.