



HERCULIS GOLD COIN (XAUH)

TERMS AND CONDITIONS

Version: 1.1

Effective date: 24.09.2026

Issuer: Herculis Tokens S.A., a company incorporated and existing under the laws of the Republic of Panama, with registered office at 5th Floor, Block Office Hub, Santa Maria Business District, Panama City, Republic of Panama ("Herculis", the "Company", "we", "us" or "our"). The Company registration number shall be inserted once verified against the current public registry extract.

Official website: <https://www.xauh.gold> (the "Site")

IMPORTANT LEGAL NOTICE

These Terms govern the Herculis Gold Coin token known as **XAUH**, together with the primary-market services supplied by Herculis in connection with XAUH. They contain important provisions on eligibility, reserve gold, custody, redemption, blockchain functionality, compliance controls, restrictions, risk, limitation of liability and dispute resolution.

XAUH is not a bank deposit, e-money, legal tender, a share or other equity interest in Herculis, or a promise of profit, yield or capital protection. Its market price may differ from the value of one gram of gold and may decline.

Do not acquire XAUH unless you have read these Terms, the Risk Disclosure, the Privacy Notice, the Fee Schedule, the Redemption Policy and the Reserve and Custody Policy. Those documents form part of the contractual framework only to the extent expressly stated in Section 26.

Key commercial terms

Item	Current contractual position
Issuer / primary-market counterparty	Herculis Tokens S.A., Panama.
Token	Herculis Gold Coin (XAUH), issued only through Official XAUH Contracts.
Reserve ratio	One Valid XAUH in Circulation corresponds to not less than one gram of Eligible Reserve Gold.
Gold standard	Fine gold of at least 999.9 fineness, subject to the eligibility criteria in the Reserve and Custody Policy.
Gold location	Switzerland, at approved vault facilities disclosed in the Reserve and Custody Policy or the applicable transaction documentation.
Reserve status	Allocated
Direct tokenization fee	0.30% for institutional direct tokenization, unless otherwise agreed in a binding transaction confirmation or Fee Schedule.
Physical redemption minimum	500 XAUH, corresponding to 500 grams of Fine Gold, subject to the Redemption Policy and available bar denominations.
Physical redemption fees	3% for 500 grams; 1% for 1 kilogram or more, plus delivery, insurance, customs, taxes and third-party charges unless expressly included in a written quote.
Reserve reporting	Quarterly minimum, subject to the independent assurance engagement and Reserve and Custody Policy.
Governing law	Republic of Panama, without prejudice to mandatory laws that cannot lawfully be excluded.
Forum	Courts of Panama City, Republic of Panama, subject to mandatory consumer-jurisdiction rules and Section 23.

1. Definitions and interpretation

1.1 Definitions

In these Terms, unless the context requires otherwise:

"Applicable Law" means any applicable law, regulation, regulatory requirement, sanction, asset-freeze measure, court order, binding guideline, license condition or official direction applicable to Herculis, a Service, a User, XAUH, the Gold Reserve, a transaction or a relevant service provider.

"Approved Wallet" means a blockchain address accepted by Herculis for a specified Primary Market transaction after completion of the required wallet ownership verification, blockchain analytics screening and other applicable compliance checks.

"Blockchain" means a distributed-ledger network on which an Official XAUH Contract is deployed and which Herculis identifies on the Site as supported for XAUH.

"Business Day" means a day on which banks are generally open for business in Panama and, where relevant to physical-gold operations, Switzerland, excluding Saturdays, Sundays and public holidays in those locations.

"Customer" means a User accepted by Herculis for a Primary Market Service.

"Eligible Reserve Gold" means physical Fine Gold which, in each case: (a) satisfies the gold eligibility standards in the Reserve and Custody Policy; (b) has been received, verified and recorded under the applicable custody arrangements; (c) is designated in Herculis' books and records as part of the Gold Reserve; (d) is not sold, lent, pledged, charged, rehypothecated, encumbered or otherwise subject to a third-party security interest, lien, right of set-off or competing claim, other than a permitted operational lien expressly disclosed in the Reserve and Custody Policy; and (e) is not counted toward reserve backing for any other token, product, customer claim or obligation.

"Fine Gold" means physical gold of at least 999.9 fineness, expressed by reference to fine-gold weight and meeting the standards specified in the Reserve and Custody Policy.

"Gold Custodian" means any professional custodian or vault operator appointed in respect of the Gold Reserve and identified in the Reserve and Custody Policy. The White Paper identifies Herculis House, BRINKS and LOOMIS as custody or vault providers; the precise contracting entity, role, vault location and chain of custody applicable to each provider shall be those stated in the executed custody documentation and the then-current Reserve and Custody Policy.

"Gold Reserve" means the aggregate Eligible Reserve Gold maintained for the purpose of backing Valid XAUH in Circulation under Section 2.

"Holder" means the person who controls a Valid XAUH in an Official XAUH Contract, subject to the rules of the relevant Blockchain and any applicable custodial arrangement. A Holder is not necessarily a Customer or a KYC-Verified Customer.

"KYC-Verified Customer" means a person whose identity, beneficial ownership, source-of-funds/source-of-wealth information and other compliance information have been verified and accepted by Herculis for the requested Primary Market Service.

"Legal Completion Conditions" means the matters listed in Schedule 4.

"Official XAUH Contract" means a smart contract and contract address that Herculis identifies on the Site as an official XAUH deployment. No wrapped, bridged, synthetic or third-party representation is an Official XAUH Contract unless Herculis expressly identifies it as such.

"Permitted Reserve Action" means an action that is reasonably necessary to: (a) fulfil an eligible physical redemption; (b) transfer Eligible Reserve Gold between approved custodians or vaults; (c) replace, refine, consolidate or substitute Fine Gold of equivalent or greater fine-gold weight and quality; (d) correct a documented operational, custody or reconciliation error; or (e) comply with Applicable Law, provided that, in each case, the Reserve Ratio is maintained or restored as promptly as reasonably practicable and the action is documented in accordance with the Reserve and Custody Policy.

"Primary Market" means issuance, direct tokenization, direct purchase, buy-back and physical redemption services supplied by Herculis, excluding transactions solely between third parties on exchanges, decentralized protocols or other secondary markets.

"Primary Market Service" means a Service provided directly by Herculis in the Primary Market.

"Reserve Ratio" means the ratio of the aggregate fine-gold weight of Eligible Reserve Gold to the aggregate number of Valid XAUH in Circulation. The required Reserve Ratio is not less than 1:1, measured as one gram of Fine Gold for every one Valid XAUH in Circulation.

"Restricted Person" means a person who is prohibited or restricted from accessing or using the Services under Section 4, Applicable Law, sanctions requirements, the Restricted Jurisdictions Policy or Herculis' risk policies.

"Restricted Jurisdiction" means a jurisdiction identified in the Restricted Jurisdictions Policy or during onboarding as a jurisdiction in which access to a Service is prohibited or restricted.

"Risk Disclosure" means the XAUH risk disclosure published by Herculis on the Site and expressly incorporated into these Terms.

"Services" means the Site and the issuance, tokenization, redemption, verification and other XAUH-related services supplied by Herculis.

"Site" has the meaning given on the cover page and includes official subdomains or applications expressly identified by Herculis.

"Valid XAUH" means XAUH issued through an Official XAUH Contract which Herculis has not validly burned, cancelled, invalidated or designated as unsupported in accordance with these Terms and the Smart-Contract and Network Policy.

"XAUH in Circulation" means all Valid XAUH recorded on Official XAUH Contracts other than: (a) XAUH that have been verifiably and permanently burned; and (b) XAUH held in a disclosed non-circulating issuer treasury or reserve address which cannot be transferred other than for a documented issuance process and which is excluded from the reserve calculation in the Reserve and Custody Policy.

1.2 Interpretation

References to a document include that document as amended in accordance with these Terms. Headings are for convenience only. "Including" means including without limitation. The singular includes the plural and vice versa where the context requires.

2. Nature of XAUH and reserve backing

2.1 Contractual reserve commitment

Subject to Sections 2.5, 3, 5, 9, 10 and Applicable Law, Herculis shall maintain Eligible Reserve Gold with an aggregate fine-gold weight at least equal to the aggregate number of Valid XAUH in Circulation, calculated on a one-XAUH-to-one-gram basis.

2.2 Issuance condition

Herculis shall not mint, release or cause a Valid XAUH to enter circulation unless either:

(a) the corresponding Eligible Reserve Gold has been received, verified and recorded in the Gold Reserve before the relevant XAUH enters circulation; or

(b) the XAUH is released from a disclosed non-circulating treasury allocation for which corresponding Eligible Reserve Gold is already included in the Gold Reserve and excluded from all other reserve calculations.

No financing, working-capital, settlement or operational exception may reduce the Reserve Ratio below 1:1.

2.3 Nature of holder rights

XAUH evidences the Holder's contractual rights against Herculis under these Terms, including the right of an eligible KYC-Verified Customer to request physical redemption in accordance with Section 9.

The proprietary, beneficial, co-ownership, trust, bailment or other property-law character of any interest in the Gold Reserve is only as specified in the executed custody documentation.

White Paper custody and insolvency framework

The White Paper states that the Gold Reserve is maintained in segregated custody in Switzerland for the benefit of XAUH Holders, separate from the Company's proprietary assets, free from liens, pledges, charges and other encumbrances, and intended not to form part of the Company's bankruptcy estate. Herculis covenants that it shall not use, lend, pledge, rehypothecate or otherwise encumber Eligible Reserve Gold except for a Permitted Reserve Action. These undertakings are contractual obligations of Herculis under these Terms. The proprietary effectiveness, insolvency remoteness and enforceability of the structure against an insolvency administrator, custodian or third-party creditor remain subject to the executed Swiss custody arrangements, applicable Swiss and Panamanian law.

Upon an Insolvency Event affecting Herculis, the Company shall, to the fullest extent legally and operationally possible, preserve the segregation of the Gold Reserve and cooperate with the relevant Gold Custodian, insolvency office-holder, court, trustee or successor operator to maintain custody, reconciliation and an orderly redemption or wind-down process. Nothing in this clause guarantees that redemption will be immediate or unaffected by insolvency proceedings, court orders, custody restrictions or Applicable Law.

2.4 Pooled bullion and bar allocation

Eligible Reserve Gold may comprise bars with denominations greater than one gram. XAUH does not identify a separate one-gram bar. Subject to the Reserve Ratio and the restrictions in Section 3.3, Herculis

and the Gold Custodian may allocate, reallocate, consolidate, refine or substitute bars in the ordinary course of custody and redemption operations.

2.5 No currency, deposit, equity or yield

XAUH is a gold-backed digital token designed by the project for transfer and payment use cases. Any description of XAUH as a "payment token" reflects its intended functionality and the terminology used in the White Paper and does not, by itself, determine its legal or regulatory classification in any jurisdiction. XAUH is not legal tender, a bank deposit, a deposit account, electronic money, a share, a debt security, or an entitlement to dividends, interest, profit participation, voting rights or governance rights in Herculis or its affiliates, except to the extent a mandatory rule of Applicable Law determines otherwise.

No yield, interest, return, price stability or capital preservation is promised. The market value of XAUH may rise or fall and may differ from the value of one gram of Fine Gold.

2.6 No guaranteed market parity

The reserve commitment does not guarantee that XAUH will trade on a secondary market at, above or near the spot value of one gram of gold. Secondary-market prices depend on market conditions, liquidity, exchange practices, settlement, fees, counterparty risk, currency effects and other factors.

3. Custody, reserve restrictions, insurance and reporting

3.1 Custody arrangements

Herculis shall arrange for the Gold Reserve to be held at professional vault facilities in Switzerland, subject to the final custody documentation and the Reserve and Custody Policy. Herculis shall maintain records reasonably sufficient to identify the Gold Reserve, its fine-gold weight, location, custody status and relation to XAUH in Circulation.

The White Paper presently identifies Herculis House, BRINKS and LOOMIS as Swiss custody or vault providers. Any such identification in these Terms is descriptive of the project documentation and does not override the executed custody agreements. The Reserve and Custody Policy shall identify the legal entity acting in each role, the applicable vault arrangement and any material limitations relevant to Holders.

3.2 Segregation and legal status

The allocation, segregation, title, ownership and insolvency treatment of the Gold Reserve is determined by the final custody documents and Applicable Law. Herculis describes the Gold Reserve as "segregated", "bankruptcy remote", "fully allocated", "directly owned by Holders" or words of equivalent.

3.3 Prohibited use of the Gold Reserve

Except for a Permitted Reserve Action, Herculis shall not, and shall use commercially reasonable efforts to ensure that no person acting on its behalf will, sell, lend, pledge, charge, rehypothecate, grant a security interest over, use as collateral, commingle for proprietary use, or otherwise dispose of or encumber any Eligible Reserve Gold.

3.4 Custodian and service-provider changes

Herculis may replace a Gold Custodian, vault, insurer, auditor, refinery, security carrier, logistics provider or other service provider where reasonably necessary for security, compliance, resilience, cost, continuity or operational reasons. Herculis shall not knowingly make a change that materially reduces the Reserve Ratio or the documented legal protections applicable to the Gold Reserve without giving reasonable advance notice where practicable and subject to Applicable Law.

3.5 Insurance

Herculis shall maintain, or shall procure that the relevant Gold Custodian maintains, insurance in respect of the Gold Reserve to the extent stated in the Reserve and Custody Policy. Insurance is subject to its own terms, coverage limits, exclusions, deductibles, insurer solvency, claims procedure and applicable law. Insurance is not an unconditional guarantee against every loss.

Herculis shall not state that gold is "fully insured" unless the statement is accurate having regard to policy limits, exclusions, insured parties and the value of the Gold Reserve at the relevant time.

3.6 Reserve reporting and assurance

Herculis shall publish reserve information on the Site at least quarterly, subject to Applicable Law, security considerations and confidentiality obligations. Each report shall identify its measurement date, reporting scope, methodology, provider, whether the engagement is an audit, review, attestation, examination, agreed-upon-procedures engagement or other verification, and material limitations.

The Company intends the reserve-verification framework to include quarterly independent verification by a Swiss audit or assurance firm and publication of reserve information through www.xauh.gold. The White Paper also contemplates decentralized proof-of-reserves reporting through the Chainlink oracle network.

Chainlink publication, if and when implemented, is an additional transparency mechanism only and does not replace the Company's books and records, custodian records or the independent assurance engagement. Herculis shall not describe an engagement as an "audit" unless it is technically and legally accurate to do so.

A report is evidence only as of its stated measurement date and does not guarantee real-time backing, future solvency, future gold prices or the absence of error, fraud or service-provider failure.

3.7 Reconciliation and discrepancy management

Herculis shall perform periodic reconciliations of Valid XAUH in Circulation against Eligible Reserve Gold in accordance with the Reserve and Custody Policy. If Herculis identifies a material discrepancy, it shall investigate, correct and disclose the discrepancy as required by Applicable Law and the Reserve and Custody Policy. Herculis shall not knowingly issue additional XAUH while a material unremedied reserve shortfall exists.

4. Eligibility, restricted jurisdictions and prohibited use

4.1 Capacity and authority

You represent on each use of a Service that you have legal capacity to enter into these Terms. If you act for a legal entity or another person, you represent that you have authority to bind that entity or person and have disclosed the relevant beneficial owner or principal as required by Herculis.

4.2 Primary Market eligibility

Primary Market Services are available only to KYC-Verified Customers accepted by Herculis for the relevant service. Herculis may apply different onboarding, documentation, suitability, source-of-funds, source-of-wealth, tax, wallet-screening or enhanced-due-diligence requirements depending on the customer, transaction, product, distribution channel and jurisdiction.

4.3 Restricted Persons

You must not access or use the Services if:

- (a) doing so would cause Herculis, a Gold Custodian or another service provider to breach Applicable Law;
- (b) you are subject to sanctions, an asset freeze, a blocking order or an equivalent restriction;
- (c) you act for, on behalf of, or for the benefit of a sanctioned, prohibited or restricted person;

(d) a transaction involves proceeds of crime, fraud, theft, money laundering, terrorist financing, sanctions evasion, ransomware, market abuse or another unlawful activity;

(e) you are located, resident, organized or otherwise subject to a Restricted Jurisdiction; or

(f) Herculis reasonably determines that the legal, compliance, fraud, cybersecurity or reputational risk is unacceptable.

4.4 Jurisdictional restrictions

XAUH is not offered, marketed or made available by Herculis in any jurisdiction where doing so would be unlawful or would require a license, registration, authorization, prospectus, white paper, disclosure, approval or other step that Herculis has not completed. Access to the Site does not constitute an offer, solicitation, invitation or recommendation in every jurisdiction.

The Restricted Jurisdictions Policy may identify jurisdictions, investor categories, marketing channels or transaction types that are prohibited or restricted. You are responsible for ensuring that your acquisition, holding, transfer, sale and redemption of XAUH are lawful in your jurisdiction.

4.5 No reliance on availability

The availability of XAUH through an exchange, wallet, decentralized protocol, search engine, social-media channel or other third party does not mean that Herculis has authorized an offer in your jurisdiction or that you are eligible for a Primary Market Service.

5. KYC, AML/CFT, sanctions and transaction monitoring

5.1 Information and verification

Herculis may require identity information, beneficial-ownership information, corporate documents, tax information, proof of address, source-of-funds and source-of-wealth evidence, wallet ownership evidence, transaction purpose, delivery information and any other information reasonably required for compliance, security or risk management.

5.2 Wallet and transaction screening

Herculis may use blockchain analytics, sanctions-screening, fraud-detection and other tools to assess wallet addresses and transactions for sanctions exposure, fraud, theft, ransomware, darknet activity, mixing services, terrorist financing, money laundering and other financial-crime or compliance indicators.

5.3 Refusal, delay, suspension and reporting

Herculis may refuse, delay, suspend, condition, reverse where technically and legally possible, or decline to process a Primary Market Service while conducting due diligence, managing risk, responding to a legal or regulatory requirement, or complying with a lawful order. Where legally permitted, Herculis will seek to communicate the status of a delayed transaction.

5.4 Disclosures to authorities and service providers

Herculis may make reports, disclosures or filings to competent authorities and may share information with relevant service providers where required or permitted by Applicable Law. Herculis may comply with lawful freezing, seizure, forfeiture, disclosure and other orders. Herculis is not required to notify a User where notification is prohibited by Applicable Law.

5.5 No implied regulatory approval

5.6 Panama compliance framework

The White Paper states that the project is structured to comply with applicable Panamanian AML/CFT requirements and with relevant guidance of the Unidad de Analisis Financiero (UAF), and that its preparation took account of a legal opinion issued by Quijano & Associates, Panama City. These statements shall not be construed as a representation that the UAF or any governmental authority has approved, licensed, endorsed or guaranteed XAUH. Herculis shall perform the AML/CFT, recordkeeping, reporting and customer due-diligence obligations applicable to it under Panamanian law and any other Applicable Law.

No statement that Herculis reports to, communicates with, registers with, or is subject to a governmental authority shall be interpreted as a representation that XAUH, Herculis or the Services are licensed, approved, guaranteed, endorsed or supervised by that authority unless Herculis expressly identifies a current official license, registration or authorization and its scope.

6. Primary Market issuance and tokenization

6.1 Availability and conditions

Only KYC-Verified Customers may request direct issuance or tokenization. Herculis may specify minimum transaction amounts, accepted payment assets, accepted gold, settlement accounts, Approved Wallet requirements, cut-off times, pricing windows and operational procedures.

For customer-supplied gold tokenization, the current project specification contemplates LBMA 999.9 fine gold bullion produced by PX Precinox S.A., Neuchatel, Switzerland, at a conversion ratio of one gram of accepted Fine Gold to one XAUH. Herculis may accept gold from another approved refinery only if it satisfies the eligibility, provenance, assay, custody and compliance requirements set out in the Reserve and Custody Policy and the relevant transaction confirmation.

6.2 Tokenization of customer gold

If a Customer requests tokenization of physical gold, the gold must satisfy Herculis' refinery, purity, provenance, custody and compliance requirements. The gold must be received, verified, accepted and recorded as Eligible Reserve Gold before the corresponding XAUH enters circulation, unless the issuance is funded by existing Eligible Reserve Gold already included in the Reserve Ratio.

6.3 Purchase of newly issued XAUH

If a Customer purchases newly issued XAUH using fiat currency or another accepted asset, Herculis may use existing Eligible Reserve Gold or acquire corresponding Fine Gold. In every case, the corresponding XAUH shall not enter circulation until the issuance condition in Section 2.2 is satisfied.

Herculis may make available third-party payment channels permitting settlement in fiat currency, USDT, USDC or other accepted assets as it's presented on the web-site www.xauh.gold. Any payment provider acts under its own terms, eligibility rules, fees and compliance procedures, and no reference in project materials guarantees continued availability of a particular provider or payment method.

6.4 Official wallet and network

XAUH will be minted or released only to the Approved Wallet and Official XAUH Contract specified in the applicable transaction confirmation. Blockchain transactions are generally irreversible. The Customer is solely responsible for providing a correct, compatible and controlled wallet address and network.

6.5 Fees

The direct institutional tokenization fee is currently 0.30% of the applicable tokenization amount unless another fee is agreed in a transaction-specific written confirmation or stated in the Fee Schedule. Fees may be changed prospectively under Section 12.

For the avoidance of doubt, the 0.30% tokenization fee described in the White Paper applies to the total amount of XAUH minted in the relevant direct tokenization transaction, unless a binding transaction confirmation expressly provides otherwise.

6.6 Failed, rejected or incomplete settlement

Herculis may reject, return, hold pending clarification or apply reasonable administrative charges to a transaction affected by failed payment, rejected gold, incomplete documentation, inaccurate wallet details, suspected fraud, sanctions concerns or another material discrepancy. The applicable outcome will be determined under the transaction confirmation, these Terms and Applicable Law.

7. Secondary-market transactions

7.1 Independent venues

XAUH may be available on third-party centralized exchanges, decentralized exchanges, automated market makers, wallet applications or other venues. Unless Herculis expressly states otherwise in writing, those venues are independent third parties and are not operated, controlled or guaranteed by Herculis.

The White Paper contemplates trading through decentralized exchanges (DEX), centralized exchanges (CEX), crypto marketplaces and DeFi applications, including possible use of XAUH in liquidity pools or as collateral. Listing, liquidity, collateral eligibility, DeFi integration or continued availability on any venue is determined by the relevant third party and is not guaranteed by Herculis. Use of XAUH in a third-party protocol may introduce additional smart-contract, liquidation, oracle, bridge, custody and counterparty risks.

7.2 No participation in secondary trades

Herculis is not a party to a secondary-market transaction merely because XAUH is the asset traded. Prices, spreads, slippage, liquidity, market-maker activity, trading rules, custody, insolvency exposure and withdrawal conditions are determined by the relevant venue or market participants.

7.3 No automatic redemption eligibility

A person who acquires XAUH on a secondary market does not automatically become eligible for Primary Market redemption. Physical redemption requires successful KYC/AML onboarding, transaction screening and compliance with Section 9 and the Redemption Policy.

7.4 Official-token verification

Users must verify the relevant Official XAUH Contract on the Site before acquiring or transferring XAUH. Herculis is not responsible for counterfeit, impersonated, wrapped, bridged, synthetic, forked or otherwise unsupported tokens.

8. Wallets, transfers and smart-contract controls

8.1 User responsibility for wallets

You control and secure your own private keys unless XAUH is held by a third-party custodian. Loss, compromise or disclosure of private keys may result in permanent loss of access to XAUH. Herculis does not hold or recover private keys for self-custodied wallets.

8.2 Transfer errors

You are responsible for using the correct Blockchain, Official XAUH Contract and destination address. Tokens sent to an unsupported network, incompatible contract or incorrect address may be irrecoverable.

8.3 Network and third-party fees

Network transaction fees, validator fees and third-party wallet, bridge, exchange or custody fees are borne by the User unless Herculis expressly agrees otherwise in writing.

For transfers conducted through the JAMTON protocol, the White Paper states an indicative protocol transfer fee of 0.02%. Any such fee is subject to the then-current protocol rules and may be supplemented by network gas, validator, wallet, exchange, bridge or other third-party charges. Herculis does not guarantee that the effective cost of a transaction will remain at 0.02%.

8.4 Unsupported technical implementations

Herculis may decline to support a wallet, network, bridge, wrapped token, smart-contract integration or technical implementation that it has not expressly recognized on the Site.

8.5 Administrative smart-contract powers

The project is designed as a multi-chain token ecosystem. The White Paper describes JAMTON.NETWORK / JAMTON Layer 2 and contemplated or supported deployments in connection with TON, Polkadot, TRON, Ethereum, BNB Smart Chain, MEGAETH and other EVM-compatible networks. A network is a supported Blockchain for purposes of these Terms only when the relevant Official XAUH Contract address is published by Herculis on the Site. References in the White Paper to planned, future or technically compatible networks do not constitute a commitment to deploy, maintain or support XAUH on any particular network.

The White Paper describes JAMTON as leveraging Polkadot shared-security architecture and Nominated Proof-of-Stake security. Those descriptions concern the relevant protocol architecture and do not constitute

a guarantee by Herculis that any Blockchain is immune from attacks, censorship, forks, validator failures, outages, exploits or other technical risks.

The White Paper further describes the use of independently reviewed smart contracts and multi-signature wallet controls. Herculis shall maintain commercially reasonable key-management and authorization controls for any issuer-controlled administrative or reserve wallet. The exact smart-contract audit reports, multisignature thresholds, key holders and administrative powers shall be disclosed in the Smart-Contract and Network Policy to the extent disclosure is consistent with security and Applicable Law.

The Smart-Contract and Network Policy shall disclose all material administrative powers associated with each Official XAUH Contract, including any authority to mint, burn, pause, freeze, blacklist, force-transfer, upgrade or migrate XAUH, and the governance and key-management arrangements applicable to those powers.

Herculis may exercise an administrative power only where it is technically available, legally permitted and reasonably necessary to: (a) comply with Applicable Law or a lawful order; (b) address a security incident, exploit, fraud, theft or sanctions concern; (c) protect the Gold Reserve or the integrity of an Official XAUH Contract; (d) correct a material technical or operational error; or (e) complete a properly authorized migration, redemption or wind-down.

Where legally and technically practicable, Herculis will give affected Holders reasonable notice and publish a post-event notice describing the nature and effect of a material exercise of administrative powers. Nothing in this Section requires Herculis to provide notice where doing so would be unlawful, compromise security, facilitate evasion or prejudice an investigation.

8.6 No discretionary confiscation

Herculis will not use administrative powers to confiscate, transfer or burn Valid XAUH except as required by Applicable Law, a lawful order, a documented security or fraud response, or an authorized redemption, migration or correction process described in the Smart-Contract and Network Policy.

9. Physical redemption

9.1 Redemption right

A KYC-Verified Customer holding eligible Valid XAUH may submit a request to redeem XAUH for physical Fine Gold in accordance with these Terms and the Redemption Policy. Redemption is subject to

successful completion of compliance checks, the minimum amount, available bar denominations, payment of applicable fees and charges, lawful delivery arrangements, and operational capability.

9.2 Minimum and denominations

The standard minimum physical redemption amount is 500 XAUH, corresponding to 500 grams of Fine Gold. The White Paper contemplates redemption from 500 XAUH and in multiples compatible with available physical-gold denominations. A redemption request must therefore correspond to a denomination or aggregation that Herculis and the Gold Custodian can lawfully and operationally deliver. Herculis may, but is not obliged to, offer alternative denominations, aggregation arrangements, sale arrangements or cash settlement where permitted by Applicable Law and agreed in writing.

9.3 Fees and charges

Unless a transaction-specific written quote states otherwise, the current physical-redemption fee is 3% for a 500-gram redemption and 1% for a redemption of 1 kilogram or more. Delivery, transport, security, insurance after the agreed transfer point, customs, duties, VAT and similar taxes, assay, fabrication and other third-party costs are additional.

9.4 Redemption procedure and burn

Before instructing release of gold, Herculis may require the Customer to transfer the relevant XAUH to a designated redemption address for permanent burning or another irreversible removal-from-circulation procedure. Once the burn or equivalent irreversible step has been completed, the request may not be cancelled except with Herculis' written consent.

9.5 Gold delivered

Herculis may satisfy redemption using bars that meet the required Fine Gold standard. Herculis is not required to deliver the same bar or bars that previously formed part of the Gold Reserve. Manufacturer, serial number, gross weight, fine-gold weight and denomination may vary, provided the delivered gold satisfies the agreed redemption amount and applicable specifications.

9.6 Title, risk and delivery

Title and risk in redeemed physical gold pass at the point specified in the redemption confirmation, delivery instruction or collection document. The Customer is responsible for arranging lawful import, transport and receipt in the destination jurisdiction unless Herculis expressly agrees otherwise in writing.

9.7 Timing and suspension

Processing times are estimates only. Processing may be extended by compliance reviews, vault, refinery or logistics operations, banking holidays, market disruption, force majeure, legal restrictions, sanctions concerns or other circumstances reasonably outside Herculis' control.

9.8 Refusal or delay

Herculis may refuse or delay a redemption request only where reasonably necessary to comply with Applicable Law, sanctions, AML/CFT requirements, a lawful order, security controls, the minimum redemption requirements, unresolved ownership or wallet-screening concerns, or a suspension permitted under Section 10. Where legally permitted, Herculis will provide an explanation of a material refusal or delay.

9.9 Fractional and sub-minimum balances

XAUH balances below the stated physical-redemption minimum are not independently redeemable for physical gold unless Herculis expressly offers an alternative. Holding a sub-minimum balance does not create a right to cash settlement.

10. Suspension, migration, discontinuation and extraordinary events

10.1 Suspension

Herculis may temporarily suspend issuance, tokenization, redemption, transfers supported by Herculis, or other Services where reasonably necessary because of a security incident, blockchain disruption, smart-contract vulnerability, vault closure, banking or logistics interruption, material reserve discrepancy, market disruption, legal requirement, sanctions event, force majeure or a material risk to Users or the Gold Reserve.

10.2 Effect of suspension

A suspension does not itself extinguish contractual rights validly accrued under these Terms, but may delay their exercise. Herculis will use commercially reasonable efforts to mitigate the cause and restore affected Services when reasonably practicable, subject to Applicable Law and security considerations.

10.3 Migration or replacement

If continued operation of XAUH on a Blockchain becomes unlawful, technically unsafe, insecure or commercially impracticable, Herculis may migrate, replace, redeem, suspend or discontinue support for that deployment. Herculis will provide reasonable notice and a reasonable migration, redemption or wind-down

process where practicable, subject to Applicable Law, security needs and the technical capabilities of the relevant Blockchain.

10.4 Extended suspension

If a suspension materially affects physical redemption for more than [90] consecutive days, Herculis shall publish an update explaining the continuing cause, the expected next steps and, to the extent legally and operationally feasible, the available process for eligible KYC-Verified Customers to seek redemption or another orderly resolution. This Section does not require Herculis to take an action prohibited by Applicable Law or that would materially endanger the Gold Reserve or other Users.

11. Forks, airdrops, bridges and unsupported assets

11.1 Forks and chain events

Herculis does not control any Blockchain. A Blockchain may undergo a fork, upgrade, rollback, congestion event, validator failure, consensus failure or other change. Herculis will determine in good faith which chain or implementation it recognizes as the official deployment, having regard to technical security, legal compliance, custody of administrative controls and operational feasibility.

11.2 Airdrops and protocol benefits

Unless Herculis expressly announces otherwise, airdrops, forked assets, staking rewards, protocol incentives and other assets arising from holding XAUH do not form part of the Gold Reserve and Herculis has no obligation to support, claim or distribute them.

11.3 Bridges and derivatives

Wrapped, bridged, synthetic or derivative representations of XAUH created by third parties are not XAUH issued by Herculis unless expressly recognized on the Site. Herculis assumes no responsibility for those instruments or their backing, smart-contract security, liquidity, custody or redemption.

12. Fees, pricing and taxes

12.1 Applicable fees

Fees for Primary Market Services are stated in these Terms, the Fee Schedule, a transaction-specific quote or a transaction confirmation. In the event of conflict, a transaction-specific written confirmation accepted by the Customer prevails for that transaction.

12.2 Fee changes

Herculis may change fees prospectively to reflect custody, insurance, refinery, compliance, network, logistics, market or other costs. Herculis will publish the revised Fee Schedule before the change takes effect, except where immediate change is reasonably necessary due to an emergency, legal requirement or material third-party cost change. No fee change will retroactively alter a completed transaction.

12.3 Prices and quotes

A gold reference price, conversion rate or quote displayed on the Site is indicative unless expressly stated to be executable. A binding price arises only when Herculis issues a transaction-specific confirmation under the applicable process.

12.4 Taxes

You are responsible for determining and paying all taxes, duties, levies, reporting obligations and other governmental charges arising from your acquisition, holding, transfer, sale or redemption of XAUH. Herculis does not provide tax advice and may withhold, collect, disclose or report information or amounts where required by Applicable Law.

13. User representations and undertakings

13.1 Representations

On each use of the Services, you represent and warrant that:

- (a) information you provide is complete, accurate and not misleading;
- (b) you act for your own account or have disclosed the person for whom you act;
- (c) your funds and assets derive from lawful sources;
- (d) your transaction does not violate Applicable Law, sanctions or the rights of another person;
- (e) you understand the material risks of blockchain-based and gold-backed assets; and

(f) you will comply with the Restricted Jurisdictions Policy and all applicable marketing and transfer restrictions.

13.2 Prohibited conduct

You must not use XAUH or the Services for fraud, money laundering, terrorist financing, sanctions evasion, market manipulation, theft, ransomware, unlawful gambling, tax evasion, infringement of third-party rights or another unlawful purpose.

13.3 Ongoing information duty

You must promptly update information supplied to Herculis if it becomes materially inaccurate or incomplete.

14. Risk disclosures

You acknowledge and accept the risks described in the Risk Disclosure, including the following:

14.1 Gold-price risk

The price of gold can be volatile and may fall materially. XAUH does not protect against losses measured in fiat currency or another asset.

14.2 Market and liquidity risk

XAUH may trade above or below the value of the corresponding gold. Trading venues may suspend trading or withdrawals, and market liquidity may be insufficient for a desired transaction.

14.3 Blockchain and smart-contract risk

Public blockchains and smart contracts may experience congestion, high fees, attacks, forks, software defects, validator failures, key compromise, protocol changes, exploits and irreversible transaction errors.

14.4 Custody, reserve and operational risk

Physical-gold custody involves risks of theft, fraud, record error, custody-provider failure, insurer disputes, service-provider failure and insolvency. Segregation, controls, insurance and reserve reporting may reduce certain risks but do not eliminate them.

14.5 Regulatory risk

Laws on crypto-assets, tokenized commodities, payments, securities, consumer protection, sanctions, privacy and taxation vary by jurisdiction and may change. A legal change may restrict issuance, transferability, trading, custody or redemption.

14.6 Counterparty risk

Users may rely on exchanges, custodians, banks, payment providers, market makers, logistics providers, auditors and other third parties. Their failure, insolvency, misconduct or service interruption may adversely affect a User.

14.7 No deposit protection

XAUH is not a bank deposit and is not covered by deposit insurance merely because a bank, custodian or payment provider is involved in a transaction.

15. No advice and no guarantee

15.1 No advice

Information supplied by Herculis is general information only and does not constitute investment, portfolio, legal, accounting or tax advice, or a personal recommendation to buy, sell or hold XAUH or gold.

15.2 No guarantee beyond express commitments

Except for Herculis' express obligations in these Terms, Herculis gives no representation or warranty that XAUH is suitable for you, will preserve value, will be profitable, will remain liquid, will trade at parity with gold, or will be available on a particular exchange or Blockchain.

15.3 Independent advice

You should obtain independent professional advice appropriate to your circumstances and jurisdiction before acquiring, holding, transferring or redeeming XAUH.

16. Intellectual property and Site use

16.1 Ownership

All rights in the Herculis, Herculis Gold Coin and XAUH names, logos, Site content, software, designs and materials are owned by or licensed to Herculis or its affiliates, except third-party marks.

16.2 Limited use

No User receives a license to use Herculis branding except as strictly necessary to identify genuine XAUH in a lawful transaction. No person may falsely imply sponsorship, endorsement, partnership or authorization by Herculis.

16.3 Prohibited Site conduct

Users must not interfere with the Site, introduce malicious code, scrape the Site in a manner that impairs service, bypass security controls or impersonate Herculis.

17. Privacy and data

17.1 Privacy Notice

Herculis processes personal data for onboarding, compliance, transaction processing, security, customer support, legal obligations and the other purposes described in the Privacy Notice. The Privacy Notice identifies the relevant data controller, applicable data practices and contact details.

17.2 Public blockchain data

Blockchain transactions may be public or pseudonymous and may remain permanently visible. Herculis cannot erase data recorded on a public Blockchain.

17.3 Information sharing

Herculis may share information with group companies, custodians, banks, auditors, compliance providers, blockchain analytics providers, exchanges, professional advisers, logistics providers, insurers and authorities where reasonably necessary and lawful, as further described in the Privacy Notice.

18. Limitation of liability

18.1 Excluded losses

To the maximum extent permitted by Applicable Law, Herculis and its affiliates, directors, officers, employees and agents are not liable for indirect, incidental, special, punitive or consequential loss, loss of profit, loss of opportunity, loss of goodwill, loss arising from market movements, or loss caused by third-party platforms, blockchains, wallets or service providers, except where that exclusion is prohibited by Applicable Law.

18.2 Non-excludable liability

Nothing in these Terms excludes or limits liability for fraud, willful misconduct, gross negligence where liability cannot lawfully be excluded, death or personal injury caused by negligence where applicable, unauthorized disposal or encumbrance of Eligible Reserve Gold in breach of Section 3.3, or any other liability that cannot lawfully be excluded or limited.

18.3 Liability cap

Subject to Section 18.2 and without limiting any proprietary right that a Holder may validly have under Applicable Law and the final custody arrangements, Herculis' aggregate liability arising out of a specific Primary Market transaction shall not exceed the greater of:

- (a) the fees paid by the claimant to Herculis for that transaction; and
- (b) the value of the XAUH or physical gold directly affected by Herculis' proven breach, measured at the time the cause of action arose.

18.4 User-caused and external losses

Herculis is not responsible for loss resulting from your incorrect address, lost private key, compromised device, phishing, unsupported token or network, exchange insolvency or a transaction made without Herculis' involvement, unless directly caused by Herculis' breach of these Terms, negligence, fraud or willful misconduct.

19. Indemnity

To the extent permitted by Applicable Law, you shall indemnify Herculis and its affiliates against reasonable losses, liabilities, penalties, claims and costs arising from your material breach of these Terms, unlawful use of the Services, infringement of third-party rights or materially false information supplied by you, except to the extent caused by Herculis' own breach, negligence, fraud or willful misconduct.

20. Force majeure

Herculis is not liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, war, terrorism, civil disorder, epidemic, government action, sanctions, cyberattack, telecommunications failure, blockchain failure, vault closure, refinery disruption, transport interruption, banking disruption, power outage or labour dispute. Herculis will use commercially reasonable efforts to mitigate the effect of the event.

21. Amendments

21.1 Permitted amendments

Herculis may amend these Terms where reasonably necessary to reflect changes in Applicable Law, regulation, technology, Blockchains, custody arrangements, fees, security, Services or business operations. Updated Terms will be published on the Site with a revised effective date.

21.2 Material adverse changes

For an amendment that materially and adversely affects reserve backing, custody protections, redemption rights, Primary Market fees, liability provisions or dispute resolution, Herculis will give at least [30] days' advance notice where reasonably practicable. Herculis may make an amendment with shorter or no prior notice where immediate action is reasonably necessary for Applicable Law, security, fraud prevention, reserve protection or an emergency.

21.3 Continued use

Continued use of the Services after an amended version becomes effective constitutes acceptance to the extent permitted by Applicable Law. Mandatory consumer rights are unaffected.

22. Termination and discontinuation

22.1 Customer relationship

You may stop using the Services at any time, subject to settlement of pending obligations. Herculis may terminate or restrict a customer relationship for legal, compliance, fraud, security, risk or material-breach reasons.

22.2 Project discontinuation

Herculis may discontinue XAUH or a particular Service subject to Applicable Law. Where practicable, Herculis will provide reasonable advance notice and an orderly wind-down, migration or redemption mechanism for eligible Holders.

22.3 Effect on self-custodied XAUH

Termination of access to Services does not automatically invalidate genuine Valid XAUH held in a self-custodied wallet. The Holder remains subject to KYC/AML, sanctions, eligibility and redemption requirements before accessing a Primary Market Service.

23. Governing law and dispute resolution

23.1 Governing law

These Terms and any non-contractual obligations arising from them are governed by the laws of the Republic of Panama, without prejudice to mandatory laws that apply to a User and cannot lawfully be excluded.

23.2 Complaints

Before commencing proceedings, a User should submit a written complaint to the contact details in Section 27 and allow Herculis 30 days to respond, unless urgent interim relief is reasonably required or a mandatory limitation period would expire.

23.3 Jurisdiction

Subject to mandatory consumer-jurisdiction rules and non-waivable Applicable Law, the courts of Panama City, Republic of Panama have exclusive jurisdiction over disputes arising out of or relating to these Terms, XAUH or the Services.

23.4 Interim relief

Nothing prevents Herculis or a User from seeking urgent injunctive, protective or conservatory relief from a court of competent jurisdiction to protect assets, confidential information, intellectual property or the Gold Reserve.

24. Notices and electronic communications

24.1 Electronic communications

You consent to receive notices and transaction communications through the Site, email, an account interface or another contact method you provide. A notice published on the Site is effective when published for general matters; a customer-specific notice is effective when sent, subject to Applicable Law.

24.2 Contact details

You are responsible for maintaining accurate contact details and for checking official Herculis channels. Herculis is not responsible for communications sent to obsolete contact details supplied by you.

25. Assignment and third parties

25.1 User assignment

You may transfer Valid XAUH in accordance with Applicable Law, but you may not assign a contractual claim against Herculis separately from the relevant XAUH or transaction without Herculis' written consent, except where Applicable Law provides otherwise.

25.2 Herculis assignment

Herculis may assign or transfer these Terms or relevant obligations to an affiliate or successor in connection with a merger, restructuring, sale of business or migration of the XAUH project, provided that the assignment does not materially diminish reserve backing or redemption rights without an appropriate remedy and any required notice.

25.3 Third parties

Custodians, auditors, insurers, exchanges, banks, refineries and logistics providers are independent third parties unless expressly stated otherwise. No third party has a right to enforce these Terms except an affiliate expressly granted that right by Applicable Law.

26. General provisions

26.1 Contractual documents and order of precedence

These Terms, together with the documents expressly identified below, constitute the agreement governing the relevant Services:

- (a) a transaction-specific confirmation, which prevails for that transaction to the extent of an express conflict;
- (b) these Terms;
- (c) the Fee Schedule;
- (d) the Redemption Policy;
- (e) the Reserve and Custody Policy;
- (f) the Smart-Contract and Network Policy;
- (g) the Restricted Jurisdictions Policy;
- (h) the Risk Disclosure; and
- (i) the Privacy Notice, solely in respect of personal-data matters.

A document is incorporated only if published or provided by Herculis and expressly identified as current and binding. In the event of conflict, the order above applies unless a document expressly states otherwise.

26.2 Severability

If a provision is invalid or unenforceable, it shall be enforced to the maximum lawful extent and the remaining provisions remain effective.

26.3 No waiver

A failure or delay in exercising a right is not a waiver. A waiver must be in writing and applies only to the matter for which it is given.

26.4 Language

If these Terms are translated, the English version prevails to the extent permitted by Applicable Law and in case of inconsistency, unless Herculis expressly designates another language version as controlling for a specified jurisdiction.

27. Contact information

Questions, complaints, redemption requests and legal notices concerning XAUH may be directed to:

Herculis Tokens S.A.

5th Floor, Block Office Hub

Santa Maria Business District

Panama City, Republic of Panama

Legal notices: legal@xauh.gold

Compliance: compliance@xauh.gold

Redemptions: redemptions@xauh.gold

Site: <https://www.xauh.gold>

Users must verify contact details through the official Site before sending assets, documents or confidential information.

Schedule 1 — Current commercial parameters

Parameter	Current position	Notes
Reserve backing	1 Valid XAUH in Circulation = not less than 1 gram of Eligible Reserve Gold	Subject to Sections 2 and 3.
Gold standard	Fine Gold of at least 999.9 fineness	Subject to Reserve and Custody Policy.
Direct institutional tokenization fee	0.30%	Unless otherwise agreed in writing.
Physical redemption minimum	500 XAUH	Subject to available bar denominations.
500 g physical redemption fee	3%	Transport and third-party costs excluded unless stated otherwise.
1 kg + physical redemption fee	1%	Transport and third-party costs excluded unless stated otherwise.
Reserve reporting	At least quarterly	Reports must state scope and methodology.
Storage / insurance	Switzerland	Specific providers and policy terms must be disclosed in the Reserve and Custody Policy.

Blockchain transfer fees	Network-dependent	Paid by User unless expressly stated otherwise.
--------------------------	-------------------	---

Schedule 2 — Primary Market redemption workflow

1. The Customer submits a redemption request through an official Herculis channel.
2. Herculis confirms or updates KYC status, beneficial ownership, sanctions status, wallet history and transaction eligibility.
3. Herculis provides or confirms the bar denomination, fees, logistics, transfer point, required documents and estimated timeline.
4. The Customer transfers the required XAUH to the designated redemption/burn address or completes another approved irreversible redemption procedure.
5. Herculis confirms permanent removal from circulation and instructs the Gold Custodian to release the agreed Fine Gold.
6. Gold is collected or shipped under the agreed logistics arrangement. Title and risk pass as stated in the transaction-specific delivery documentation.
7. Herculis updates reserve and token-supply records and includes the transaction in the applicable reconciliation and reporting process.

Schedule 3 — Risk acknowledgement for direct customers

Before a Primary Market transaction, Herculis may require the Customer to acknowledge that the Customer understands that:

- XAUH is supported by a reserve commitment but its secondary-market price can differ from the value of one gram of gold;
- gold prices can fall and no return or capital protection is promised;
- blockchain transfers can be irreversible and private-key loss can be permanent;
- physical redemption is subject to KYC/AML, sanctions screening, minimum quantities, fees, logistics and Applicable Law;

- the legal character of a Holder's interest in reserve gold depends on the final custody structure and Applicable Law;
- regulatory treatment varies by jurisdiction and may change;
- custody, insurance, smart-contract, cyber, liquidity and third-party risks cannot be eliminated; and
- XAUH is not a bank deposit, does not pay interest and does not confer equity or voting rights in Herculis.