16192 Coastal Highway, Lewes – Delaware 19958, USA

governance@blotix.io

www.blotix.org

CONTRACT FOR THE CREATION OF AN NFT DIGITAL CERTIFICATE

NATURAL PERSON / LEGAL ENTITY (THE DECLARANT)

Full Name / Company Name:	
Place and Date of Birth (natural person):	
Tax Code / VAT Number:	
Residence / Registered Office:	
Address:	
E-mail / Certified Electronic Mail:	
Identity Document:	**No.:** **Expiry:**
Represented by (if legal entity):	

hereinafter referred to as the **"Declarant"**.

Blotix Fund LLC, with registered office at 16192 Coastal Highway, Lewes – 19958 DELAWARE (USA), hereinafter referred to as **"Blotix"**.

GENERAL RECITALS

Purpose of the Contract	This contract has as its sole object the creation of a digital certificate in NFT (Non-Fungible Token) format on blockchain infrastructure. The certificate constitutes an immutable and autonomous digital record, an end in itself, independent of any ancillary service. The purposes of the Blotix NFT certificate include: (i) digital certification of the authenticity and declared value of the asset; (ii) immutable and traceable storage on the blockchain of deeds, documents and information relating to the asset; (iii) creation of a verifiable digital registry useful to support due diligence activities, provenance verification, custody chain traceability and document management of the asset; (iv) the possibility of using the certificate as a digital identification instrument for the asset in the context of negotiation, transfer or valorisation thereof, in compliance with applicable regulations.
Technical Nature and Certification	A Blotix NFT is a unique digital representation of a specific real-world asset, certified according to the PoHVA (Proof of Human Validation of Assets) protocol. It serves exclusively to certify the declaration of value made by the asset owner based on the documentation provided. Such certification does not represent a validation or an appraisal of adequacy. The Declarant acknowledges that the tokenized asset may be subject to physical appraisals by third parties and undertakes to guarantee availability in this regard.

Note: This document is written in English and constitutes the official contractual text.

Ownership Rights	The NFT certificate remains the exclusive property of the asset owner, not Blotix. It is a digital container registered on the blockchain that cannot be fractionated or traded as a financial instrument. It constitutes exclusively a secure and immutable digital registry of the declared ownership and does not confer intrinsic financial rights nor any obligations of any kind upon Blotix.
Nature of the Activity	The Parties acknowledge that the activities covered by this agreement do not constitute financial, banking, investment, or securities brokerage services. It concerns exclusively the creation and registration on the blockchain of a digital certificate representative of a real-world asset, verified by a committee of external auditors belonging to the Blotix community according to the PoHVA protocol.
Independence of the Certificate	The NFT certificate issued pursuant to this contract is an autonomous and independent digital act. It is not connected to, does not presuppose, and does not give rise to any further contractual relationship between the Parties, unless otherwise agreed in a separate written agreement.

SECTION I – TOKENIZATION AGREEMENT

Art. 1 – Subject Matter

This agreement governs the creation of an NFT certificate based on a real-world asset identified by the Declarant. The activity consists of documentary verification, validation according to the PoHVA protocol, and on-chain registration of the certificate on the Blotix blockchain infrastructure. The certificate represents an immutable digital record and does not entail any transfer of ownership or establishment of rights in rem over the underlying asset.

Art. 2 – Service Fee

The Declarant shall pay Blotix a fee equal to **0.75%** of the certified value of the asset for the tokenization and PoHVA certification service. This fee is payable at the time of the **issuance request** as consideration for the blockchain registration service and is **non-refundable under any circumstances**, regardless of the subsequent use the Declarant intends to make of the NFT certificate.

Art. 3 – Issuance of the NFT Certificate

Blotix shall issue the NFT certificate including a unique and immutable hash registered on the blockchain. The certificate is a digital container that cannot be fractionated or used as a financial instrument. It constitutes exclusively a secure and tamper-proof traceable digital registry and does not confer intrinsic financial rights nor any economic obligations upon Blotix.

FINAL SECTION – GENERAL PROVISIONS

Art. 4 – Obligations of Blotix

Blotix undertakes to: (i) carry out the documentary verification and PoHVA certification process with the required diligence; (ii) issue the NFT certificate with a unique hash within the agreed timeframe; (iii) ensure the immutable registration of the certificate on the Blotix blockchain; (iv) maintain the on-chain traceability of the issued certificate.

Art. 5 – Obligations of the Declarant

The Declarant undertakes to: (i) provide truthful and complete documentation relating to the asset to be certified; (ii) guarantee the availability of the asset for any physical appraisals by third-party valuers appointed by Blotix; (iii) promptly communicate any relevant changes relating to the asset or its ownership; (iv) comply with Blotix's Code of Ethics and related Terms of Use.

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Art. 6 – Certificate Documentation Access and Validity Status

The NFT certificate issued by Blotix, once registered on the blockchain, allows protected access to the underlying documentation relating to the certified asset. Such documentation is stored in encrypted form and is accessible exclusively via a password issued upon the express request of the certificate holder, in compliance with applicable data protection regulations.

Within the Blotix blockchain, the NFT certificate publicly displays a **validity status**, expressed through the following designations:

■ **VALID**	The certificate is active. The declared value is consistent with the documentation provided and the ownership of the asset corresponds to that of the certificate holder at the time of verification.
■ **INVALID**	The certificate has been marked as invalid following one of the conditions below: (a) physical appraisal of the asset has found a value significantly divergent from that declared at the time of tokenization; or (b) the ownership of the asset has changed and the new owner does not coincide with the registered holder of the NFT certificate.

The **VALID** status is assigned by default at the time of certificate issuance and remains in effect until one of the conditions determining INVALID status occurs. The status change is carried out by Blotix following documentary verification or upon a substantiated report by third parties with legitimate interest. The Declarant acknowledges that a change in validity status does not entail any economic obligation on the part of Blotix nor any right to reimbursement of the service fee.

Art. 7 – Effects of the Service and Nature of the Certificate

The tokenization contract is perfected and concluded upon the issuance of the NFT certificate and its registration on the Blotix blockchain. Blotix's service is to be understood as an instantaneous digital registration service: no ongoing contractual relationship exists between the Parties subsequent to issuance, except as provided in Art. 6 with regard to the management of the validity status. Ownership of the issued NFT certificate remains permanently and irrevocably with the Declarant. The service fee referred to in Art. 2 is definitively due at the time of the **issuance request** and is non-refundable for any reason, regardless of the outcome of the certification process.

Art. 8 – Governing Law

This Agreement is governed by the laws of the State of Delaware (USA), where Blotix Fund LLC is headquartered.

Art. 9 – Dispute Resolution

Any dispute arising from this Agreement shall initially be resolved through good faith negotiations. If the dispute is not resolved within **sixty (60) days**, it shall be referred to international arbitration in accordance with the ICC Rules.

Seat of Arbitration	Lugano, Switzerland
Language	English
Number of Arbitrators	One (1)

Art. 10 – Privacy and GDPR

The Parties undertake to comply with EU Regulation 2016/679 (GDPR) for the processing of personal data necessary for the performance of the contract. The documentation stored in encrypted form within the NFT certificate is accessible exclusively to the certificate holder and, where strictly necessary, to third-party valuers appointed by Blotix pursuant to Art. 5.

Art. 11 – Acceptance of Terms and Code of Ethics

By signing this contract, the Declarant declares to fully accept Blotix's Code of Ethics, all of Blotix's Terms of Use, and related future updates.

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EXPRESS APPROVAL OF CLAUSES

The Declarant specifically approves the following clauses pursuant to Articles 1341 and 1342 of the Italian Civil Code:

Section I	Art. 2 – Service Fee (non-refundable tokenization fee of 0.75%)
Section I	Art. 3 – Issuance of the NFT Certificate (nature and limits of the certificate)
Final Section	Art. 6 – Certificate Documentation Access and Validity Status
Final Section	Art. 7 – Effects of the Service and Nature of the Certificate (non-refundability of fee)
Final Section	Art. 9 – Dispute Resolution (ICC arbitration, Lugano)
Final Section	Art. 10 – Privacy and GDPR
Final Section	Art. 11 – Code of Ethics and Terms of Use

The Declarant declares that the request for the service occurred at their sole and spontaneous initiative and acknowledges the non-fungible nature of the NFT certificate and its function as an immutable digital registry. The Declarant, where resident within the territory of the European Union, acknowledges that the NFT certificate which is the subject of this contract is a **blockchain-registered cryptographically certified digital registry**, representative of a single real-world asset, which cannot be fractionated or transferred as an autonomous instrument of exchange or value. As such, it does not fall within the definition of crypto-asset under Regulation (EU) 2023/1114 (MiCAR) and is not subject to its authorization requirements. For the sake of regulatory completeness, it is noted that even if one were to classify the certificate within the category of non-fungible tokens referenced in Article 2(3) of the same Regulation, it would nonetheless be expressly excluded, as it is unique, non-fractionated, and devoid of any proprietary right over the underlying asset. The certificate likewise does not constitute a financial instrument under Directive 2014/65/EU (MiFID II), as it incorporates no proprietary rights of any kind. The issuance of the NFT certificate by Blotix therefore requires no CASP licence or other regulatory authorization within the European Union.

Date:

The Declarant

Signature

Blotix Fund LLC

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