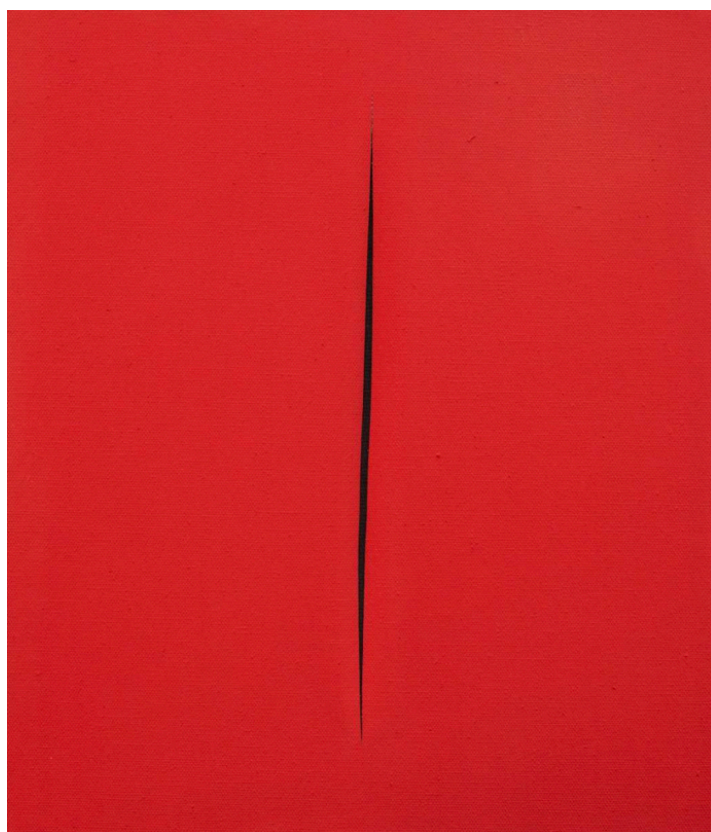


# WHITE PAPER

for the public offering and trading of the tokens named

## ***Concetto spaziale, Attesa, Fontana Token (FCS)***

*offered and traded on the LL DEXX Platform*



**[26-10-2023]**

## IMPORTANT NOTICE

This white paper (the “**White Paper**”) is delivered or made available to the investors (the “**Investor**”) having access to the DLT platform (the “**Platform**”) operated and managed by LL DEXX S.A. (“**DEXX**”), a company of the Look Lateral Inc. Group (respectively, “**Look Lateral**” and the “**Group**”), for the purpose of providing certain information about the investment in the tokens named “Concetto spaziale, Attesa, Fontana” (the “**Tokens**”) issued by Mr. Michele Casamonti (the “**Issuer**”).

IMPORTANT: prospective Investors must read the following notice before continuing, and are advised to read it carefully before reading, accessing or making any other use of the White Paper. In this White Paper prospective Investors agree to be bound by the following terms and conditions, including any modifications to them.

The White Paper is delivered or made available on a confidential basis and shall not be circulated outside the Platform without the prior written consent of DEXX. A prospective Investor must not distribute, publish or reproduce, in whole or in part, this White Paper, or disclose its content, to any person other than to such prospective Investor’s professional advisers who are contractually and/or professionally bound to keep such information confidential, unless such prospective Investor has obtained the prior written consent of DEXX.

The Tokens are offered only in Switzerland and are not marketed outside the Swiss territory. Investors that are domiciled in other countries can invest in the Tokens only upon their own initiative in the absence of any offering, marketing, placement, solicitation or advertising activity carried out directly or indirectly by the Issuer or DEXX or any persons acting on their behalf in the jurisdiction of domicile.

THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), THE SECURITIES LAWS OF ANY U.S. STATE OR THE SECURITIES LAWS OF ANY OTHER U.S. OR NON-U.S. JURISDICTION, NOR IS SUCH REGISTRATION CURRENTLY CONTEMPLATED. THE TOKENS HAVE BEEN AND WILL BE OFFERED ONLY OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS PURSUANT TO THE PROVISIONS OF REGULATION S OF THE SECURITIES ACT. THE TOKENS MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES ABSENT REGISTRATION OR AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS.

THE WHITE PAPER MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND, IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF A PROSPECTIVE INVESTOR HAS GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, SUCH PROSPECTIVE INVESTOR IS NOT AUTHORIZED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE TOKENS DESCRIBED IN THIS WHITE PAPER.

It is the responsibility of prospective Investors to satisfy themselves as to full compliance with the relevant laws of any territory in connection with any investment in the Token, including obtaining any requisite governmental or other consent and adhering to any other formality prescribed in such territory.

Prospective Investors are reminded that this White Paper has been made available or provided to them on the basis that they are a person into whose possession this White Paper may be lawfully delivered or made available in accordance with the laws of the jurisdiction in which the prospective Investors are located.

The materials relating to this offering 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.

By accepting or accessing this White Paper and any information furnished in connection herewith (the “**Disclosed Information**”) the recipient acknowledges and agrees that: (i) the Disclosed Information is confidential; (ii) it will (and will cause any of its representatives, employees, advisers, customers or contractors, as applicable, to) use the Disclosed Information only for the purposes of considering an investment in the Tokens and for no other purposes and will not divulge any Disclosed Information to any other person; (iii) in the event it has no further interest in participating in the offering or trading of the Tokens or if at any time DEXX so requests, the recipient will promptly return all Disclosed Information to DEXX at the earliest possible opportunity.

Each prospective Investor is responsible for the fees of any of its own counsel, accountant and other advisers that have been contacted or used in relation to its access to the Platform and/or the investment in the Token (or the evaluation of such possible investment).

POTENTIAL INVESTORS SHOULD PAY PARTICULAR ATTENTION TO THE INFORMATION ON THE RISK FACTORS AND POTENTIAL CONFLICTS OF INTERESTS IN SECTION V OF THIS WHITE PAPER. INVESTMENT IN THE TOKENS REQUIRES THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT THE RISKS CONNECTED THEREWITH. INVESTORS MUST BE PREPARED TO BEAR SUCH RISKS FOR AN EXTENDED PERIOD OF TIME. NOTWITHSTANDING THE SERVICES OFFERED BY DEXX ON THE PLATFORM, NO ASSURANCE CAN BE GIVEN THAT THE INVESTMENT IN THE TOKENS WILL BE LIQUID, OR THAT THE TOKENS CAN BE TRANSFERRED TO OTHER PURCHASERS ON THE PLATFORM.

THE INVESTMENT IN THE TOKEN IS NOT PROTECTED BY ANY INVESTOR COMPENSATION OR DEPOSIT PROTECTION SCHEME. INVESTORS IN THE TOKENS MAY LOSE THE INVESTED CAPITAL, IN WHOLE OR IN PART, AS A RESULT OF THEIR INVESTMENT. THERE IS NO ASSURANCE THAT THE INVESTORS WILL ACHIEVE THEIR INVESTMENT OBJECTIVE OR WILL RECEIVE A RETURN OF THEIR CAPITAL OUT OF THE INVESTMENT MADE IN THE TOKENS.

In making an investment decision, Investors must rely on their own examination of the Tokens and the terms of their offering, including the merits and risks involved. Prospective Investor shall not construe the contents of this White Paper as legal, tax, investment or accounting advice, and each prospective Investor must consult with its own advisers if it wants to rely on any such advice to assess the merits and consequences of its investment in the Tokens.

The contents of this White Paper are subject to and qualified in their entirety by reference to the terms and conditions of the Platform (the “**Platform Terms**”) that are entered into by each Investor. The purpose of this White Paper is only to provide information on the offer of the Tokens on the Platform. It does not regulate the relationship between the Investor and DEXX, which shall continue to be governed exclusively by the Platform Terms.

DEXX and the Issuer reserve the right to modify the terms of the offering and the Tokens described in this White Paper at any time.

No person has been authorised in connection with this offering to give any information or make any representations other than as contained in this White Paper and any representation or information not contained herein must not be relied upon as having being authorised by the Issuer, DEXX, Look Lateral or any other company of the Group, and/or any of their respective directors, officers, employees, members, partners, shareholders, agents, contractors or affiliates.

Unless otherwise indicated the information contained in this Memorandum is as of the date indicated in the front page. The delivery of this White Paper does not imply that any other information contained herein is correct as of any time subsequent to that date. Neither DEXX nor the Issuer shall have any obligation to keep this White Paper updated from time to time or to amend or supplement it in order to reflect any updated information concerning, by way of example only, the Tokens, the offering, the Issuer, DEXX and/or the Platform.

THE ISSUER OF THE TOKENS SHALL BE SOLELY RESPONSIBLE FOR THE CONTENT OF THIS WHITE PAPER. THIS WHITE PAPER HAS NOT BEEN REVIEWED OR APPROVED BY ANY COMPETENT AUTHORITY IN ANY JURISDICTION. IT DOES NOT CONSTITUTE AN OFFERING PROSPECTUS AND HAS NOT BEEN NOTIFIED, APPROVED OR REGISTERED AS SUCH IN ACCORDANCE WITH THE LAWS OF ANY STATE. THE OFFER OF THE TOKENS DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SECURITIES OR FINANCIAL INSTRUMENTS (OR ANY EQUIVALENT CONCEPT IN ANY RELEVANT JURISDICTION).

## **TABLE OF CONTENTS**

<b>SECTION I - SUMMARY</b>	<b>6</b>
<b>SECTION II - THE PLATFORM</b>	<b>9</b>
<b>SECTION III - THE TOKENIZATION</b>	<b>11</b>
<b>SECTION IV - TERMS AND CONDITIONS OF THE TOKENS</b>	<b>14</b>
<b>SECTION V - RISKS</b>	<b>17</b>
<b>SECTION VI - DEFINITIONS AND GLOSSARY</b>	<b>21</b>

## SECTION I - SUMMARY

*The following summary does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere in this White Paper. Capitalized terms not defined in this summary are defined in Section VI – Definitions and Glossary. This summary must be read as an introduction to the White Paper. Prospective Investors should base any decision to invest in the Tokens on a consideration of the content of the whole White Paper as well as of the Platform Terms.*

<b>Name:</b>	Concetto spaziale, Attesa, Fontana
<b>Platform Ticker:</b>	FCS.
<b>Type:</b>	Art Token.
<b>Blockchain:</b>	Dexxchain.
<b>Nature:</b>	Asset token.
<b>Issuer:</b>	Michele Casamonti.
<b>Tokenized Asset:</b>	The artwork named “Concetto spaziale, Attesa” by Lucio Fontana.
<b>Tokenized Ownership:</b>	The issuer has tokenized 100% of its ownership interests on the Tokenized Asset.
<b>Total Number of Tokens Minted:</b>	100,000.
<b>Total Number of Tokens Offered on the Platform:</b>	10,000.
<b>Total Number of Tokens Reserved to the Issuer:</b>	90,000.
<b>Fractional Ownership Percentage per Token:</b>	Each Token represents a fractional ownership interest in the Tokenized Asset equal to 0.00001 or 0.001%.
<b>Rights of the Tokenholders:</b>	<p>The Tokenholders are entitled to receive any Net Sale Proceeds (being any proceeds deriving from the sale of the Tokenized Asset, net of any fees, taxes and expenses connected with such sale) in accordance with their Fractional Ownership Percentage.</p> <p>The Fractional Ownership Percentage of each Tokenholder is equal to the number of Tokens held by it times the Fractional Ownership Percentage per Token.</p> <p>For instance, the Fractional Ownership Percentage of a Tokenholder holding No. 10,000 Tokens is equal to 10%. If the Net Sale Proceeds amount to Euro</p>

	<p>175,000, the Tokenholder is entitled to receive Euro 17,500 out of the sale of the Tokenized Asset.</p> <p>Upon payment of the Net Sale Proceeds the Tokens will be burned and the Tokenholders will no longer hold any ownership rights on the Tokenized Asset or other claims or rights towards the Issuer or DEXX.</p>
<b>Tokenization Service Provider:</b>	Fimart.
<b>Platform Manager:</b>	DEXX.
<b>Independent Appraiser:</b>	Nicola Mafessoni.
<b>Reference Valuation:</b>	Euro 1,750,000.00.
<b>Issue Price:</b>	Euro 17.50 per Token.
<b>Minimum Investment:</b>	1 Token (Euro 17.50).
<b>Co-Ownership Agreement:</b>	The Investor shall become party to a Co-Ownership Agreement with the Issuer and the other Tokenholders as a condition for the completion of the investment made on the Platform.
<b>Platform Fees:</b>	The Investor shall pay the fees due to DEXX in connection with the purchase and/or sale of the Tokens in accordance with the Platform Terms, as indicated from time to time on the Platform.
<b>Payment:</b>	Wire transfer.
<b>Accepted Currencies:</b>	<p>Due to the nationality of the Issuer, the location of the Tokenized Asset and the trades usually made on the art market, the currency for the denomination and offer of the Tokens is the Euro.</p> <p>The Platform may nonetheless accept other fiat currencies (such as USD, GBP, etc.) as a means of payment, as indicated from time to time on the Platform.</p>
<b>Offering Period:</b>	<p>26 October 2023 – 29 February 2024.</p> <p>The Issuer and /or DEXX shall however be entitled to terminate the Offering Period earlier by publishing a notice to that effect on the Platform.</p>
<b>Trading:</b>	The Tokens will be traded on the Platform through the Peer-to-Peer Exchange and/or one or more Liquidity Pools.
<b>Liquidity Commitment:</b>	The Issuer shall re-invest at least 20% (twenty per cent) of the Net Listing Proceeds in one or more Liquidity Pools established by DEXX to facilitate the trading of the Tokens.

<b>Lock-In Period:</b>	The Net Listing Proceeds re-invested by the Issuer shall remain locked on the Liquidity Pool(s) established by DEXX for a period of at least 6 (six) months. If the Tokenized Asset is sold and/or the Tokens are burned before the expiry of such Lock-In Period, the obligation to keep the Relevant Share of the Net Listing Proceeds locked in the Liquidity Pool(s) shall no longer apply.
<b>Restricted Investors:</b>	<p>Any U.S. Person or any other prospective Investor from countries where the purchase of Tokens is prohibited under the applicable law. Investors are responsible for their own assessment regarding the law applicable in their resident country.</p> <p>The Issuer and DEXX reserves the right to restrict the access to the Platform and/or the Tokens from Investors that are domiciled in selected jurisdictions, as well as to burn the Tokens if they are held for any reason whatsoever by any such Investor.</p>
<b>Burning:</b>	The Tokens can be burned upon payment in full of the Net Sale Proceeds to the Tokenholders or upon the occurrence of other Burning Events – such as, for instance, if it becomes illegal for DEXX and/or the Issuer to offer or trade the Tokens.
<b>Applicable Law:</b>	Switzerland.
<b>Jurisdiction:</b>	Court of Lugano (Switzerland).



## **SECTION II - THE PLATFORM**

### ***LL DEXX and the Look Lateral Group***

LL DEXX is a company (SA) incorporated under the laws of Switzerland, with registered office at Piazza Indipendenza 3, 6900 Lugano (CH), share capital of CHF 150,000.00, registered with IDI under No. CHE-495.668.204.

LL DEXX is licensed by the Self Regulated Body SoFIT to operate as a financial intermediary. No interests are paid and the assets within LL DEXX are not protected by the Swiss deposit guarantee in case of bankruptcy.

LL DEXX is a subsidiary of the Look Lateral Group, which is a fintech Group of companies active in the issuance and trading of tokenized artworks, sports rights and other alternative assets, such as alternative investment funds.

Fimart is the Group company that is specialized in the tokenization of artworks.

### ***The Platform***

The Platform operated by DEXX is specialised in the issuance and trading of tokenized artworks, sport rights and other alternative assets, both existing and digital-native, this way allowing their fractional ownership as well as secondary market trading, with the goal of letting alternative investing become liquid and democratised.

The Platform is the venue where all issuance and trading of tokens occurs. Through it, DEXX can tokenize almost any asset while providing transparency and lower entry investment as well as liquidity with the secondary market. The smart contracts used by DEXX provide deep intrinsic value due to their custom design. The tokenization process involves multiple stages (deal structuring, digitalization, primary distribution, post-token management, etc.) and specific know-how in order to deliver an effective and safe output.

### ***The Technology***

Financial flows are managed by smart contract on the DEXX Blockchain, which operates as its own private non-homogeneous blockchain with selective public exposure capabilities when needed. Specifically, in the case of DEXX Blockchain, investor privacy is ensured while maintaining public transparency on the regularity of executed transactions and requiring third-party intervention in the settlement process.

This is accomplished with Dragonchain, a hybrid blockchain platform that provides flexibility, scalability and security.

### ***Peer-to-Peer Exchange***

Within the Platform Investors will be able to buy and sell tokens through a Peer-to-Peer Exchange that allows each Investor to post a buy/sell offer or accept an offer already in the market. Exchanges will only be able to take place between users with valid KYC and granted to invest.

### ***Liquidity Pools***

The Platform will also offer to the Investors the possibility to trade on Liquidity Pools.

A Liquidity Pool is made of a certain amount of tokens and a corresponding amount of fiat currency or stablecoin, and represents a “synthetic” counterpart able to execute trades. The pool can be created by the issuer of the Tokens.

Thanks to the Liquidity Pool, investors will find a counterparty willing to buy or sell tokens (while stocks last) at any time.

### ***Environmental Impacts***

The DEXX blockchain is more energy efficient than most blockchain networks. The platform infrastructure is hosted in carbon-neutral facilities, and the verification and consensus platform, Dragon Net, operates at a very low average wattage per transaction, which also improves at scale<sup>1</sup>. Unique to the consensus network is the creation of measurable proof called the transaction security value (TSV), based on leveraging other networks without adding significant energy consumption. All token issuance and trading occur directly on the native DEXX blockchain further resulting in significant energy efficiency.

---

<sup>1</sup> Complete information in [Dragonchain Network Energy Efficiency and Sustainability Report](#).

## SECTION III - THE TOKENIZATION

### *The Issuer*

Michele Casamonti is an art collector, art expert and founder at Galleria Tornabuoni, Paris.

### *The Tokenized Asset*

Concetto spaziale, Attese, 1966, water based-paint on canvas, h 55 x 46 cm, bears on the reverse Lucio Fontana's signature, the title and a handwritten phrase by the artist: L. Fontana / "Concetto spaziale" / ATTESA / non ca- / pisco / perché / Orazio / è arrabbia- / to [sic] con / me.

The artwork is published in the catalogue raisonné edited by Enrico Crispolti both in Italian and French<sup>1</sup>.

Lucio Fontana was the initiator of "Spatialism" a new art form based on the union of time and space. A tireless experimenter, throughout his long career Fontana developed many different operating methods, often working on several cycles at the same time.

This work, characterized by a single long vertical cut in the center of the red painted canvas, was executed in 1966 and belongs to Fontana's cycle entitled "Attese" ("Waiting"). The protagonists of Fontana's work are the colour (monochromatic and uniformly distributed on the surface) and the cut, originally an iconoclastic gesture that becomes a meaningful sign through which the artist explores movement, time and space. Ultimately, the cut symbolises the pursuit of the three-dimensionality even in the flat surface of the canvas.

"Attese" is one of the most important cycles which marked the maturity phase of Lucio Fontana career, from the late 1958 onwards. In fact, while the earlier "Buchi" ("Holes") series, begun in 1949, presents a radical perforation of the canvas towards a new third dimension, with the "Attese" cycle he took a further step forward and found a natural prosecution of his previous research, so much so that he deemed to be almost definitive.

A peculiar feature of this work, and of those belonging to the series "Attese" executed after 1964, is the presence of puns or phrases on the back of the canvases. These notes were written directly by Fontana and in some cases help to understand the work itself, while in others they refer to events related in some way to the life of the artist.

<sup>1</sup> E. Crispolti, "Lucio Fontana. Catalogue raisonné des peintures, sculptures et environnements spatiaux", La Connaissance, Bruxelles 1974, vol. II, p. 182, n. 66 pl. 30.

E. Crispolti, "Fontana. Catalogo generale", Electa, Milano 1986, vol II, p. 635, n. 66 pl. 30.

E. Crispolti, "Lucio Fontana. Catalogo ragionato di sculture, dipinti, ambientazioni", Skira, Milano 2006, Tomo II, p. 829, n. 66 pl. 30.

### *The Tokens*

The Tokens are asset tokens minted on the DEXX Blockchain, a full-stack public/private hybrid blockchain developed on Dragonchain.

The Tokens represent a fractional ownership interest in the Tokenized Asset.

The Tokens are not security tokens and do not entrust the Tokenholders with any rights to receive the payment of dividends, interest, coupon or other financial return.

The Tokens do not constitute cryptocurrencies or payment tokens and are not meant to be traded or exchanged on any cryptocurrency exchange.

The Tokens can only be traded or exchanged on the DEXX Platform. Investors are prevented from transferring the Tokens on any other exchange or platform.

### ***Rights of the Tokenholders***

The Tokenholders are entitled to receive any Net Sale Proceeds (being any proceeds deriving from the sale of the Tokenized Asset, net of any fees, taxes and expenses connected with such sale) in accordance with their Fractional Ownership Percentage.

The Fractional Ownership Percentage of each Tokenholder is equal to the number of Tokens held by it at the time when the Net Sale Proceeds are distributed times the Fractional Ownership Percentage per Token.

Upon payment of the Net Sale Proceeds the Tokens will be burned and the Tokenholders will no longer hold any ownership rights on the Tokenized Asset or other claims or rights towards the Issuer or DEXX.

### ***The Offering***

The Issuer has tokenized 100% of its ownership interest in the Tokenized Asset by minting a total number of No. 100,000 Tokens. The tokenization services have been provided by Fimart, a company of the Look Lateral Group.

The offering made is related to No. 10,000 Tokens. The remaining No. 90,000 Tokens will be held by the Issuer for the entire Offering Period and cannot be sold or transferred by the Issuer until the Tokens are burned in full.

Each Token represents a fractional ownership interest in the Tokenized Asset equal to 0.0001%, which is the Fractional Ownership Percentage per Token.

The Tokens are issued on the basis of a Reference Valuation of the Tokenized Asset equal to Euro 1,750,000.00.

As a result, the Issue Price of the offer is equal to Euro 17.50 per Token – being equal to the Reference Valuation referred to above times the Fractional Ownership Percentage per Token.

The Independent Appraiser has confirmed that the Reference Valuation of the Tokenized Asset is fair and reflects the market conditions existing as at the date of this White Paper.

The Tokens will be offered and traded exclusively on the Platform operated by DEXX.

Investors shall purchase a minimum amount of 1 Token (Euro 17.50) which is not fractionable.

In connection with its investment in the Tokens, the Investor shall pay the fees due to DEXX in accordance with the Platform Terms, as indicated from time to time on the Platform. The fees are due also in relation to the trading of the Tokens through the Peer to Peer Exchange and/or the Liquidity Pools made available on the Platform.

Potential Investors may pay the consideration due for the purchase of the Tokens and the related fees only in Euro and via wire transfer to the bank account indicated on the Platform.

The Tokens will be offered on the Platform during the offering period that will start on 26 October 2023 and will end on 29 February 2024.

The Issuer and /or DEXX shall however be entitled to terminate the Offering Period earlier by publishing a notice to that effect on the Platform.

## SECTION IV - TERMS AND CONDITIONS OF THE TOKENS

*The following is the text of the Terms and Conditions of the Tokens. By purchasing the Tokens either upon listing or on the secondary market each Tokenholder shall be deemed to be bound by the Terms and Conditions of the Tokens notwithstanding any declaration or representation made to the contrary. Capitalized terms used in the following Terms and Conditions of the Tokens shall have the meaning set out in the corresponding definitions outlined under Section VI ☐ Definitions and Glossary.*

### **1. Ownership of the Tokenized Asset.**

- 1.1 By purchasing the Tokens on the Platform and entering into the Co-Ownership Agreement, the Tokenholders shall become fractional owners of the Tokenized Asset for a percentage corresponding to their respective Fractional Ownership Percentage.
- 1.2 The Fractional Ownership Percentage of each Tokenholder is equal to the number of Tokens held by it times the Fractional Ownership Percentage per Token, which is equal to 0.0001%.
- 1.3 The Issuer recognises and acknowledges that as a result of the offer of the Tokens on the Platform the fractional ownership of the Tokenized Assets shall be transferred to the Tokenholders in accordance with the provisions set forth above as well as the Co-Ownership Agreement.
- 1.4 The Issuer undertakes not to transfer or sell the Tokens reserved to it in accordance with the terms of the offering set out in this White Paper for the entire Offering Period and until the Tokens are burned in full.

### **2. Rights of the Tokenholders**

- 2.1 The Tokenholders shall have no governance, voting, control, possession, use, disposal, transfer or other rights, powers or claims with respect to the Tokenized Assets. They shall not be entitled to create any pledge, lien, mortgage or other security rights on it, or to grant or transfer any rights on it to any third parties.
- 2.2 The Issuer shall continue to have exclusive control and possession of the Tokenized Asset, and shall be exclusively entitled to sell or transfer the Tokenized Asset, with no duty to consult, inform or seek approval from the Tokenholders.
- 2.3 The Issuer shall act as representative of the Tokenholders for the management, possession and disposal of the Tokenized Asset, with the power, among others, to sell or transfer the full ownership on the Tokenized Asset to any third party also in the name and on behalf of the Tokenholders. The Tokenholders shall waive any claim concerning any action taken by the Issuer with respect to the Tokenized Asset.
- 2.4 Notwithstanding the foregoing, the Issuer shall not be deemed to act as an agent of the Tokenholders and shall have no fiduciary duties towards them.

### **3. Sale of the Tokenized Asset and distribution of the Net Sale Proceeds**

- 3.1 The Issuer may only proceed with the sale of the Tokenized Asset upon the fulfilment of at least one of the following conditions. The requirements for the sale of the Tokenized Asset are therefore established in advance and not at the discretion of third parties. The criteria are as follows:
  - purchase of 100% of the Tokens by a third party;

- offer to purchase the Tokenized Asset in excess of 5% of the Token's sale price.

3.2 Upon completion of any such sale the Tokenholders shall be entitled to receive a portion of the Net Sale Proceeds corresponding to their respective Fractional Ownership Percentage.

3.3 The payment of the *pro rata* portion of the Net Sale Proceeds shall be processed by DEXX via the Platform.

#### **4. Undertakings of the Issuer**

4.1 The Issuer shall refrain from creating any security right on the Tokenized Asset, including by way of pledge, mortgage, line or in any other form.

4.2 The Issuer shall ensure that appropriate measures are adopted in order to safeguard the Tokenized Asset, and that the Tokenized Asset is kept in custody with a trusted custodian with adequate good repute and experience.

4.3 The Issuer shall re-invest at least 20% (twenty per cent) of the Net Listing Proceeds in one or more Liquidity Pools established by DEXX to facilitate the trading of the Tokens.

4.4 The Relevant Share of the Net Listing Proceeds referred to under Clause 4.3 above shall be locked in the Liquidity Pool(s) for a period of at least six (6) months. If the Tokenized Asset is sold and/or the Tokens are burned before the expiry of such Lock-In Period, the obligation to keep the Relevant Share of the Net Listing Proceeds locked in the Liquidity Pool(s) shall no longer apply.

#### **5. Undertakings of the Tokenholders**

5.1 The Tokenholders shall not take any action, or bring any claim, which may jeopardise the full and exclusive possession and control of the Tokenized Asset by the Issuer, unless in case of breach by the Issuer of the obligations undertaken hereunder, or in case of death or loss of legal or natural capacity by the Issuer.

5.2 The Tokenholders acknowledge and agree that the Tokens can only be traded and exchanged on the Platform. They shall not take any action to transfer the Tokens outside the Platform or to trade them on any other exchange.

#### **6. Representations and warranties of the Issuer**

6.1 The Issuer represents and warrants to the Tokenholders that:

- (a) it has full legal capacity to enter into the tokenisation transaction described in this White Paper and to accept the Terms and Conditions of the Tokens set forth herein;
- (b) it is the sole and exclusive owner of the Tokenized Asset;
- (c) the Tokenized Asset is not subject to any pledge, lien, mortgage, security interest or other encumbrance, including without limitation any claim by third parties;
- (d) the tokenization of the Tokenized Asset and the offer of the resulting Tokens on the Platform does not violate any third party rights, including without limitation any intellectual property rights, or personal rights (such as the right to the name, reputation and alike).

6.2 The representations and warranties above are given as at the date of this White Paper and shall be valid up to the end of the Offering Period.

## **7. Burning**

- 7.1 The Tokens shall be burned upon sale of the Tokenized Asset and payment in full of the Net Sale Proceeds.
- 7.2 The Tokens shall also be burned upon the occurrence of any of the following Burning Events:
- (a) if it becomes illegal for DEXX and/or the Issuer to offer or trade the Tokens;
  - (b) if the Tokenized Asset no longer exists, or is no longer tradable due to its physical conditions (*e.g.* due to fire or similar events);
  - (c) if the Issuer no longer owns the Tokenized Asset other than as a result of a sale (*e.g.* in the event of theft, etc.);
  - (d) if the Tokenholders is or becomes a Restricted Investor in accordance with the policies, guidelines and restrictions adopted from time to time by the Issuer and/or DEXX.
- 7.3 Following the publication of a notice concerning the occurrence of a Burning Event on the Platform, the Tokens will be burned and the Tokenholders affected by any such Burning Event will no longer hold any ownership rights on the Tokenized Asset or other claims or rights towards the Issuer or DEXX. The Issuer and/or DEXX may decide, upon their own unfettered discretion, to pay an amount in connection with the burning of the Token, which shall be equal to the lower of (i) the original purchase price of the burned Tokens and (ii) the current value of the Tokens on the Platform based on the price of the latest sale transaction made in respect thereof.

## **8. Unilateral amendments and Co-Ownership Agreement**

- 8.1 DEXX and the Issuer shall be entitled at any time to amend the Terms and Conditions of the Tokens by publishing a notice in such respect on the Platform. Any such amendment shall be deemed to be automatically accepted by the Tokenholders with no need to get their consent in this regard.
- 8.2 These Terms and Conditions shall be deemed to be supplemented by, and shall be read in conjunction with, the terms of the Co-Ownership Agreement, which shall be deemed to be incorporated by reference in these Terms and Conditions.

## **9. Applicable law and jurisdiction**

- 9.1 These Terms and Conditions of the Tokens shall be subject to the laws of Switzerland.
- 9.2 The Court of Lugano (Switzerland) shall have exclusive jurisdiction over any dispute that may arise in connection with the interpretation and application of this Terms and Conditions or otherwise related thereto, with the exclusion of any concurrent jurisdiction.



## **SECTION V - RISKS**

*The risks described in the paragraphs below are those that the Issuer and DEXX considered to be material in connection with the Tokens offered on the Platform. The investment in the Tokens may however be subject to additional risks and uncertainties that are not presently known or that are currently deemed to be immaterial. There might be future events which could adversely affect the interests of the Tokenholders or the business of the Issuer, the Platform Manager, the Tokenization Service Provider or any of their respective Affiliates.*

### **Risks relating to the Issuer**

The Tokens are issued by Mr. Michele Casamonti in his personal capacity as exclusive owner of the Tokenized Asset. As a result, the rights attaching to the Tokens may be affected by any circumstance or events pertaining to the life, natural and legal capacity of the Issuer. In particular, the occurrence of any such event may affect the ability of the Tokenholders to enforce their rights towards the Issuer (or any of its successors), as well as the property rights embedded in the Tokens in general.

### **Risks relating to the Platform**

The Platform operated by DEXX may incur operational issues which may limit or suspend the activities that Investors can carry out on the Platform. If the Platform operated by DEXX becomes inoperational in any manner and by any means, this may cause the Tokens to be unusable at the time when this event occurs and may cause the loss of their value.

The success of the Platform depends on the services and support provided to the customers. In the absence of a sufficient number of employees, the operations of DEXX may be significantly reduced thus affecting its profits as a result.

In the event of a market crash, the Platform may also be negatively affected, potentially reducing the ability of the Investors to sell their Tokens.

### **Risks relating to the technology**

Blockchain is a new technology that is not widely used in the financial markets as well as to trade and exchange alternative investments in general. The technology is exposed to a wide array of risks concerning its security, usability and efficiency. A cryptography failure may affect the user data in transit and at rest, such as passwords, credit card numbers, personal information, etc.

Any issue or failure in relation to the code injection may affect the queries of Platform uses. Attackers may use hostile data to extract additional or sensitive records from the Platform.

The Platform may use vulnerable or out-of-date components (both client-side and server-side), such as operating system (OS), database management system (DBMS), APIs, libraries, etc. The use of such components may affect the security of the data of the Platform's customers.

DEXX adopts the highest standards for the construction and operation of its IT systems. However, certain events – such as Denial-of-Service attacks (DOS), phishing attacks, system failure, failure of the internet connectivity – may temporarily or permanently prevent DEXX from carrying out its business activities.

### **Risks relating to the Peer to Peer Exchange and the Liquidity Pools**

The Peer to Peer Exchange and the Liquidity Pools may be subject to technological problems or other disruptions which could limit the ability of the Tokenholders to liquidate their investment.

The technology underlying the Peer to Peer Exchange and the Liquidity Pools is not widely tested on the market and there is no assurance that the Peer to Peer Exchange and the Liquidity Pools will work smoothly and in an orderly fashion.

### **Risks relating to potential conflicts of interest**

Also as a result of its Liquidity Commitment and the trading activity that it may undertake on the Platform, the Issuer may have an interest in the tokenization or the value of the Tokens which might not be in line with the interest of the Tokenholders. Similarly, DEXX, Look Lateral and other entities of the Group may have conflicting interests by virtue of the role that they play in the management of the Platform's operations as well as of their relationship with the Issuer.

### **Risks relating to the Tokens**

The Tokens may lose their value in part or in full, and there is no assurance that the Investors will get a financial return out of the investment made in the Tokens. The capital invested is at risk and can be lost in whole or in part by the Investors

The purchase and sale of the Tokens is subject to certain restrictions and limitations as specified in the Terms and Conditions of the Tokens. The Tokens may not always be transferable and this may limit the ability of the Tokenholders to sell their Tokens on the secondary market.

Notwithstanding the trading facilities made available by the Platform through the Peer-to-Peer Exchange and the Liquidity Pools, the Tokens may not always be liquid. They are not traded on a regulated market and there is no assurance that the trading facilities made available by the Platform will provide sufficient liquidity to the Tokenholders.

There is no established case law or market practice regarding the enforcement of the claims attached to the Tokens. As a result, there is no assurance that the Tokenholders may effectively enforce their claims in accordance with the Terms and Conditions set out in this White Paper.

The Tokens are not covered by any investor compensation or deposit guarantee scheme and are not backed by any guarantee mechanism funded by public or private institutions.

### **Risks relating to the Tokenized Asset**

The value of the Tokenized Asset is volatile and uncertain, and the Tokenized Asset may lose its value over the time.

The Tokenized Asset may be subject to deterioration, destruction, loss, fire, theft, accidental damage, vandalism or other adverse events. The Issuer has not taken out any insurance policy covering these events.

The Issuer may not be able to sell the Tokenized Asset in a relatively short timeframe and this may render the Tokens illiquid.

The rights of the Tokenholders may also be negatively affected by the exercise of third parties' claims on the Tokenized Assets. The exercise of these third parties' claims may entail the foreclosure or forced sale of the Tokenized Asset, or the imposition of seizure or other measures by private parties or public authorities.

### **Risk relating to the art market**

The art market is a volatile and illiquid market. The valuations of the Tokenized Asset may fluctuate over the time and there might be a significant decrease in the demand for the Tokenized Asset or any artworks of this sort, which may negatively affect the value of the Tokens.

### **Risks relating to the blockchain industry**

The reputation and reliability of the blockchain industry is still disputed on the market. There have been recent cases of major failures concerning companies operating on the blockchain market which have negatively affected the reputation of the market operators in general. The occurrence of this type of events is also due to the lack of a comprehensive and consistent regulatory framework regulating the offer and trading of crypto-assets. Any such event may negatively affect the operations of the Platform and the value of the Tokens.

### **Risks relating to macro-economic conditions and other major events**

The value of the Tokens may be negatively affected by a number of macro-economic conditions, such as the interest rate levels or curves, the general economic cycle and the monetary, fiscal or economic policies of national governments or public authorities. Similarly, the value of the Tokens may negatively be affected by other major events, such as wars or political disruptions.

### **Risks relating to the legal and regulatory framework**

The issue and trading of crypto-assets is not specifically regulated or is subject to restrictions in several jurisdictions.

The regulatory framework applying to crypto-assets is subject to changes and can evolve following the issue and offer of the Tokens.

The business carried out by the Platform Manager or the Group in general may be subject to regulatory scrutiny or assessment also as a result of the attention paid by regulators to crypto businesses in general.

The occurrence of any of the above circumstances or events may negatively affect the operations of the Platform as well as the value of the Tokens in general.

**Risks relating to taxation**

The tax framework applying to investments in crypto-assets may vary depending on various factors, including the country of residence of the Investor. Investors should get their own advice as to the tax treatment applying to their investment in the Tokens.

## SECTION VI - DEFINITIONS AND GLOSSARY

<b>Burning Event</b>	means any of the events determining the burning of the Tokens in accordance with the Terms and Conditions of the Tokens.
<b>Co-Ownership Agreement</b>	means the agreement concerning the co-ownership of the Tokenized Asset between the Issuer and the Tokenholders.
<b>DEXX</b>	means LL DEXX SA, a subsidiary of Look Lateral.
<b>DEXX Blockchain</b>	means the blockchain technology used by DEXX to operate the Platform.
<b>Disclosed Information</b>	means this White Paper and any information furnished in connection with it to the recipient thereof.
<b>Fimart</b>	means Fimart Italia S.r.l., a subsidiary of Look Lateral.
<b>Fractional Ownership Percentage</b>	Means the fractional ownership interest of each Tokenholder in the Tokenized Asset, being equal to the number of Tokens held by it times the Fractional Ownership Percentage per Token.
<b>Fractional Ownership Percentage per Token</b>	means the fractional ownership interest in the Tokenized Asset represented by each Token expressed as a percentage.
<b>Group</b>	means Look Lateral and any of its subsidiaries.
<b>Independent Appraiser</b>	means the expert that appraised the fairness of the Issue Price of the Tokens based on the Reference Valuation.
<b>Investor</b>	means any user that is a member of the Platform and is interest in purchasing the Tokens on the Platform.
<b>Issue Price</b>	means the issue price of the Tokens.
<b>Issuer</b>	means Mr. Michele Casamonti as issuer of the Tokens.
<b>Liquidity Commitment</b>	means the commitment undertaken by the Issuer to re-invest the Relevant Share of the Net Listing Proceeds in one or more Liquidity Pools.
<b>Liquidity Pool</b>	means any of the liquidity pools made available by DEXX on the Platform.
<b>Listing</b>	means the offer of the Tokens on the Platform.
<b>Lock-In Period</b>	means the period during which the Liquidity Commitment of the Issuer applies.

<b>Look Lateral</b>	means Look Lateral Inc.
<b>Net Listing Proceeds</b>	means any proceeds deriving from the primary sale of the Tokens by the Issuer on the Platform, net of any fees, taxes and expenses connected with such sale.
<b>Net Sale Proceeds</b>	means any proceeds deriving from the sale of the Tokenized Asset, net of any fees, taxes and expenses connected with such sale.
<b>Offering Period</b>	means the period for the offer of the tokens on the Platform.
<b>Peer-to-Peer Exchange</b>	means the peer-to-peer exchange facility made available by DEXX on the Platform.
<b>Platform</b>	means the platform operated and managed by DEXX.
<b>Platform Terms</b>	means the terms and conditions of the Platform.
<b>Platform Ticker</b>	means the ticker identifying the Token on the Platform.
<b>Reference Valuation</b>	means the valuation used as a reference value to determine the Issue Price of the Tokens.
<b>Relevant Share of the Net Listing Proceeds</b>	means a share equal to 10% (ten per cent) of the Net Listing Proceeds.
<b>Restricted Investor</b>	<p>means any U.S. Person or any other prospective Investor from countries where the purchase of Tokens is prohibited under the applicable law. Investors are responsible for their own assessment regarding the law applicable in their resident country.</p> <p>The Issuer and DEXX reserves the right to restrict the access to the Platform and/or the Tokens from Investors that are domiciled in selected jurisdictions, as well as to burn the Tokens if they are held for any reason whatsoever by any such Investor.</p>
<b>Securities Act</b>	means the U.S. Securities Act of 1933, as amended and supplemented.
<b>Terms and Conditions or Terms and Conditions of the Tokens</b>	means the terms and conditions set forth in Section V – Terms and Conditions of this White Paper.
<b>Tokenholder</b>	means any holder of one or more Tokens.
<b>Tokenized Asset</b>	means the asset that is tokenized by the Issuer in accordance with the terms set out in this White Paper.

<b>Tokens</b>	means the tokens offered by the Issuer in accordance with the terms set out in this White Paper.
<b>White Paper</b>	means this white paper for the offer and trading of the Tokens.