



Basic Information

according to the Tokens and TT Service Provider Act (TVTG) for the public offering of the NMKR Utility Token, a Cardano Blockchain based token.

Token Issuer according to TVTG: LCX AG

Date of the Basic Information:

April 4, 2022

The Token Issuer according to TVTG is the company raising funds in the name and for the account of utxo AG, a company incorporated in Switzerland, with the seat and correspondence address at Döttingerstrasse 21, CH-5303 Würenlingen and accepts responsibility for the contents of this Basic Information and declares that as at the date of this Basic Information, to its knowledge, the information provided is correct and no material circumstances have been omitted. All investments, including Investment in the NMKR Tokens involve certain risks including the total loss of invested funds. Potential buyers should read the contents of this Basic Information in its entirety prior to making an investment decision.

LCX AG, Herrengasse 6, 9490 Vaduz, Liechtenstein
represented by Monty C. M. Metzger, CEO



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1. IMPORTANT INFORMATION

This document contains Basic Information according to Art. 33 of Tokens and TT Service Provider Act (“TVTG”).

The offering of the NMKR Token (“NMKR” or “Token”) will be carried out by LCX AG (“the Issuer”) on behalf and for account of utxo AG, a company incorporated in Switzerland,, with the seat and correspondence address at Döttingerstrasse 21, CH-5303 Würenlingen.

LCX AG is regulated by the Financial Market Authority of Liechtenstein under the registration No. 288159 as a trusted technology service provider. LCX AG is registered as TT Exchange Service Provider, TT Token Depositary, Token Generator, TT Key Depositary, TT Price Service Provider, TT Identity Service Provider, TT Token Issuer for our own name (Article 12(2) TVTG) and TT Token Issuer for third parties (Article 12(1) TVTG) under the provisions of the TVTG.

Only registered users of the LCX platform (see: <https://LCX.com>) are eligible to purchase the Tokens. All buyers must read and accept the Terms of NMKR Token Sale published on the purchasing platform.

Any potential buyer will be subject to all applicable KYC/AML in place at the time of the purchase through LCX AG. Failure to comply with the KYC/AML procedures and routines applicable to the purchase of Tokens shall prevent the purchase of the Tokens or the imposition of sanctions on purchasers, including the freeze of funds, mandatory cancellation or redemption of Tokens or any other measure that the Issuer may deem appropriate to meet the applicable regulatory requirements.

Whether the Token constitutes a suitable investment must be assessed in light of each investor’s own circumstances. Neither this Basic Information nor any marketing material relating to the Basic Information constitute investment advice, financial advice or any other kind of advice to investors. Investors must make a suitability assessment regarding investments in the Token or consult with the investor’s professional advisors. An investment in the Token is only suitable for investors who have sufficient experience and knowledge to assess risks related to the investment.



The Issuer will not sell any Tokens where potential buyers are citizens or residents of restricted jurisdictions as determined by the Issuer. In particular, restricted jurisdictions are the United States of America and China, further any US persons are prohibited from participating. The following Jurisdictions are defined as prohibited countries according to Issuers AML framework in general: Afghanistan, Angola, Bahamas, Barbados, Bangladesh, Bosnia and Herzegovina, Botswana, Burkina Faso, BVI, Cambodia, Cayman Islands, China, Colombia, Cook Islands, Crimea Region, Cuba, Ecuador, Eritrea, Ethiopia, Ghana, Guyana, Iran, Iraq, Jamaica, Kenya, Kosovo, Laos, Lebanon, Libya, Mauritius, Montserrat, Morocco, Myanmar (Burma), Nauru, Nicaragua, North Korea, Pakistan, Palestinian Territory and Gaza Strip, Panama, Papua New Guinea, Samoa, Sao Tome and Principe, Senegal, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Tonga, Trinidad and Tobago, Tunisia, Uganda, Vanuatu, Venezuela, Yemen, Zimbabwe.

NOT FOR DISTRIBUTION IN OR INTO THE UNITED STATES OF AMERICA OR CHINA OR OTHERWISE THAN TO PERSONS TO WHOM IT CAN LAWFULLY BE DISTRIBUTED – THIS TOKEN OFFERING IS AVAILABLE ONLY TO ADDRESSEES OUTSIDE OF THE UNITED STATES, CHINA OR OTHER RESTRICTED JURISDICTIONS.

The Issuer has not authorized the making of any offer by any offeror, and the Issuer has not consented to the use of this Basic Information by any other person in connection with any offer of the Basic Information in any jurisdiction.

Any offer made without the consent of the Issuer is unauthorized and the Issuer does not accept any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorized offer.



2. SUMMARY

2.1. WARNINGS

This summary is an overview of the subsequent Basic Information.

Potential buyers of NMKR Tokens are urged to read the entire Basic Information.

Investment in the Tokens involves substantial risks. Investors could lose all or part of the invested capital. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Basic Information.

2.2. KEY INFORMATION ON THE ISSUER

LCX is a regulated, compliant and secure blockchain company established in 2018 and headquartered in Vaduz, Liechtenstein.

LCX, LCX.com, the Liechtenstein Cryptoassets Exchange or LCX AG (hereinafter referred to as “LCX” or “LCX AG”) is a globally-focused financial technology company. LCX AG is established under the jurisdiction of Liechtenstein, with its registered address at Herrengasse 6 in Vaduz, Liechtenstein, 9490 Vaduz. Registered in the commercial register at Vaduz, Liechtenstein with register number: FL-0002.580.678-2 and Legal Entity Identifier (LEI) Number 529900SN07Z6RTX8R418.

As a Trusted Technology Service Provider that is registered under the Blockchain Laws (TVTg), LCX is required to comply with the KYC/AML/CFT standards under the Due Diligence Act and is supervised by the Financial Market Authority in Liechtenstein (“FMA”). The core activities of LCX in accordance with the scope and the definitions of the Liechtenstein Blockchain Act are to offer services as:

- TT Exchange Service Provider
- TT Token Depositary
- Token Generator



- TT Key Depositary
- TT Price Service Provider
- TT Identity Service Provider
- TT Token Issuer for its own
- TT Token Issuer for third parties

LCX is the Token Issuer of NMKR and facilitates the NMKR Token sale. This includes the legal issuance of the NMKR token in LCX's role as registered Token Issuer, investor the identification in LCX's role as TT Identity Service Providers, secure custody in LCX's role as TT Token Depositary and TT Key Depositary, and listing NMKR at LCX Exchange in LCX's role as TT Exchange Service Provider.

LCX's token sale manager and comprehensive crypto compliance suite empowers NFTMaker to manage the NMKR Token sale in a compliant manner. LCX's advanced Crypto Compliance Suite comprises Know-Your-Customer (KYC), Anti-Money-Laundering (AML), and Blockchain Analytics (KYT) processes facilitate quick and automated investor onboarding for the private sale and public sale.

The LCX ecosystem consists of LCX Exchange, a regulated centralized exchange for a variety of digital assets, Fire Salamander, a powerful DEX aggregator, Tiamonds, real-world diamonds as NFTs, and LCX Terminal, an advanced trading platform for portfolio management.



2.3. KEY INFORMATION ON THE NMKR TOKEN

The NMKR Token will bridge the full NFT-MAKER ecosystem by enabling decentralized utility and governance for all NFT-MAKER products.

NFT-MAKER's goal therefore, is to provide the maximum possible utility via the \$NMKR token. At a glance this means that holding \$NMKR will grant you rights to vote on changes related to the NFT-MAKER Ecosystem, ranging from how we adjust reward parameters to verifying NFT projects as being real.

NMKR token will represent your engagement within the Cardano NFT space and NFT-MAKER plan to ensure it has the best possible utility for all things NFT related.



2.4. KEY INFORMATION ON THE TOKEN SALE ECONOMICS

The NMKR Token will be at the center of the ecosystem, as such we want to ensure that it is widely distributed amongst our community, whilst ensuring that the core team retains some ability to guide development.

Details about the timing and process of the Token Sale will be published at LCX.com and accounts.LCX.com/Token-Sale.

Token sale start date: April 6th, 2022

Token sale duration: Until sold out or maximum of 12 months after start of sale.

Token distribution and listing date total supply: 10,000,000,000 NMKR Tokens

Private Sale: 750,000,000 NMKR

Public Sale: 750,000,000 NMKR

TOKEN RELEASE STRUCTURE

Private sale participants have the following vesting option with;

12 month vesting with a daily unlock after 3 month

Public sale participants will have vesting options with varying prices;

6 Month vesting with a daily unlock

Currencies accepted: BTC, ETH, USDC, ADA and EUR.

Token Type: Cardano Token



3. BUSINESS OVERVIEW

3.1. VISION AND MISSION

NFT-MAKER provides the infrastructure for NFT projects, allowing creators, brands, companies and artists to focus on what they do best, being creative. NFT-Maker makes NFTs accessible for everyone by providing an end-to-end ecosystem that adapts to the various use cases and needs of web3.

Mission - **MAKING NFTS ACCESSIBLE TO EVERYONE**

Values - **EMPOWERMENT COMMUNITY DECENTRALIZATION**

In its current form, the NFT space has three key challenges: High barriers to entry, sustainability concerns and verification issues. The high barriers to entry come in the form of the extremely high transaction fees, as well as the initial knowledge needed to operate in an ecosystem geared towards those who are already well acquainted with Crypto. WHAT NFT-MAKER STANDS FOR: In terms of sustainability, it's become clear that the Proof-of-work consensus algorithm used by many Blockchains, requires an enormous amount of energy as their core protocol element. It is very important to us that NFT-Maker brings NFT's to the world whilst ensuring that the infrastructure NFT-Maker are building is as environmentally friendly as possible.

NFT-Maker sees these as challenges to overcome and with our holistic approach, NFT-Maker feels this is possible. By focusing on energy efficient Proof-of-stake blockchains like Cardano, NFT-Maker will be the intermediary between NFT suppliers and their customers – offering an easy to use and EU compliant product ready for the world. In order to solve the verification concerns NFT-Maker will introduce a mix between a token verification mechanism focused on game-theory to reduce bad behavior and introduce Digital Identity tools to give users to prove their authenticity.



3.2. NFT-MAKER (utxo AG)

Starting with the Minting API, for NFT-minting on the Cardano blockchain, as the technical foundation, NFT-MAKER continues to build tools and services to make it as easy as possible for you, your customers and the crypto community to engage with NFTs. The minting API, the stake pool as well as a payment gateway have been already launched and a NFT- Marketplace, wallet and Game Launchpad are coming in Q2 2022.

More than 25% of all NFTs on Cardano have been minted via the NFT-MAKE PRO API and will continue to grow with our increasing partner network. The NFT-MAKER team comes from all over the world and represents different ways of life, creating a diverse and inclusive work environment. NFT-Maker helps each other be the best versions of ourselves to provide the best solutions for our clients and communities.

Please refer to our White Paper for more detailed info about the NFT-MAKER roadmap and the NMKR Token.

4. INFORMATION ABOUT THE TOKEN AND ASSOCIATED RIGHTS

NMKR Token qualifies as a token pursuant to Liechtenstein's Act on Token and Trustworthy Technology Service Providers (TVTG).

NMKR Tokens do not constitute any absolute or relative rights at all. NMKR tokens make absolutely no promise of share in revenue, earnings or any other form of income. This token's purpose is specifically as a utility and to facilitate the governance of the NFT-MAKER ecosystem.



5. NAME OF THE TT SYSTEM

Launched on the Cardano Blockchain, NMKR Token is a Cardano based token. Details about the Cardano Blockchain are available online at <https://cardano.org/>.

6. DESCRIPTION OF PURPOSE AND NATURE OF LEGAL TRANSACTION UNDERLYING TOKEN ISSUANCE

NFT-MAKER through the NMKR Token Sale is financing operations and other costs related to the NFT-MAKER components. NFT-MAKER has created the NMKR Token as a utility token with a long term incentive model for customers and platform users.

NFT-MAKER has chosen LCX to manage and facilitate the NMKR Token Sale.

For the purpose of the token sale, NFT-MAKER authorized LCX AG to facilitate the public offering through LCX AG on behalf and account of NFT-MAKER. For the NMKR Token Sale LCX is also responsible for the investor identification in LCX's role as TT Identity Service Providers and secure custody in LCX's role as TT Token Depositary and TT Key Depositary.

After concluding the NMKR Token Sale, LCX will be listing NMKR at LCX Exchange in LCX's role as TT Exchange Service Provider.



7. DESCRIPTION OF PURCHASE AND TRANSFER CONDITIONS FOR THE TOKENS

The NMKR Tokens will be publicly offered by LCX AG to the users of the LCX platform.

The NMKR Token does not represent any contractual rights or claims that entitle the Token holder to receive payments or other forms of compensation, or give the Token holder ownership of a legal person, contractual rights or any similar rights.

Token holders cannot request an exchange or redemption of the monetary value vis-à-vis the issuer, LCX, or vis-à-vis NFT-MAKER.

Users can subscribe for NMKR Tokens, in the sense of an expression of intent for the purchase of Tokens to be placed on the market, when the public offer begins. If the number of subscriptions reaches the existing quantity of Tokens to be placed on the market by LCX, then LCX completes the public offer and distributes the Tokens to the users who subscribed for them.

The main minting supply is 10,000,000,000 NMKR. Of this supply 7.50% is reserved for Pre Sale, 7.50% is reserved for Public ICO, 15% for Public IDO - in total 30% for the 3-Phase Public Sale , 1.2% for Airdrop, 4.8% for NFT-MAKER Stake Pool, 16% for NFT-MAKER Team, and 48% for Community Distribution.

8. ISSUANCE DATE

The issue date of the NMKR Tokens will be April 4th, 2022.



9. RISK ASSOCIATED WITH PURCHASING THE TOKENS

9.1. Tokens are non-refundable

The Issuer is not obliged to provide Token holders with a refund for any reason and Token holders cannot request an exchange or redemption of the monetary value vis-à-vis LCX AG or vis-à-vis NFTMaker.

9.2. Tokens are provided on an “as is” basis

Tokens will be provided on an “as is” basis. The Issuer and each of their respective directors, officers, employees, equity holders and affiliates make no representations or warranties of any kind. Digital assets are part of a new and rapidly evolving industry, and the value of NMKR depends on the development and acceptance of this industry.

Extreme volatility in the future could have a material adverse effect on the value of NMKR and NMKR could lose all or substantially all of its value.

9.3. Risks relating to digital asset networks

Digital asset networks are dependent upon the internet. A disruption of the internet or a digital asset network, such as the Cardano Network, would affect the ability to transfer digital assets, including ADA, and, consequently, their value.

Many digital asset networks face significant scaling challenges and are being upgraded with various features to increase the speed and throughput of digital asset transactions. These attempts to increase the volume of transactions may not be effective.



Banks may not provide banking services, or may cut off banking services, to businesses that provide digital asset-related services or that accept digital assets as payment, which could dampen liquidity in the market and damage the public perception of digital assets generally or any one digital asset in particular, such as Bitcoin, and their or its utility as a payment system, which could decrease the price of digital assets generally or individually.

In addition, the Cardano blockchain rests on open source software, and accordingly there is the risk that the Token smart contract may contain intentional or unintentional bugs or weaknesses which may negatively affect Tokens or result in the loss or theft of Tokens or the loss of ability to access or control Tokens. In the event of such a software bug or weakness, there may be no remedy and Token holders are not guaranteed any remedy, refund or compensation.

9.4. Loss of private keys may render Tokens worthless

If a private key is lost, destroyed or otherwise compromised and no backup of the private key is accessible, Token holders will not be able to access the blockchain asset associated with the corresponding address, and the Issuer will not be able to restore the private key.

9.5. Irreversible nature of blockchain transactions

Transactions involving Tokens that have been verified, and thus recorded as a block on the blockchain, generally cannot be undone. Even if the transaction turns out to have been in error, or due to theft of a user's Tokens, the transaction is not reversible. Consequently, the issuer is unable to replace missing Tokens or seek reimbursement for any erroneous transfer or theft of Tokens.

9.6. Risk of wallet loss, hack or data theft

The Tokens are held by the investor in wallets, a coded access. If the investor loses this access, there is no way to get to the Token. They will be lost. In particular, the Issuer is neither actually nor legally able to regenerate and issue the Tokens. The same risk



exists if a third party succeeds in gaining unauthorized access to the wallet. Also, in this case, where a third-party succeeds in removing and transferring the Tokens from the wallet, the Issuer is not able to issue new Tokens to the investor.

9.7. Tax Risks

Prospective Token holders must seek their own tax advice in the relevant jurisdictions in connection with acquiring Tokens, which may result in adverse tax consequences, including withholding taxes, income taxes and tax reporting requirements.



10. PERSONS RESPONSIBLE AND ROLES

Contacts:

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Patrick Tobler – CEO at utxo AG
Ann-Kristin Mackensen – CFO at utxo AG
Kristian Portz – COO at utxo AG



11. APPLICABLE LAW AND JURISDICTION

This Basic Information and the rights and obligations of the investors and the Issuer are governed exclusively by the laws of Liechtenstein excluding the application of International Private Law and the UN Sales Convention. The place of jurisdiction for all disputes arising out of or in connection with the public offering pursuant to this Basic Information shall be the jurisdiction of the Liechtenstein courts.

12. SEVERABILITY CLAUSE

Should any provisions of this Basic Information, be or become invalid or unenforceable as a whole or in part, the remaining provisions shall remain in force. Any legally ineffective or unenforceable provisions shall be replaced by legally effective and enforceable provisions in accordance with the meaning and purpose of this Basic Information and the Token description, which in their economic effects come as close as legally possible to the legally ineffective or unenforceable provisions.

DocuSigned by:
Monty C. Metzger
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April 4, 2022 | 12:23 CEST

