





GENERAL DISCLAIMER

"The purchase of KNO does not constitute an investment or an equity stake in the company. Buyers do not receive dividends or voting rights. No guarantee is given as to the liquidity of the tokens acquired during the offering, the existence of a secondary market for these tokens, the value of the tokens acquired during the offering and the equivalent value of these tokens in foreign currency. The tokens do not constitute financial instruments or securities within the meaning of Swiss law and do not confer any rights other than those described in the information document. In addition, the regulatory framework applicable to the offering and tokens as well as the tax regime applicable to the holding of tokens are not defined to date in certain jurisdictions. No visa has been issued by the offer, which is the subject of this information document. It is a utility token intended for use within the Knowledge Process ecosystem. The subscriber is invited to consult section 4 "Risk factors" of the information document. »



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GLOSSARY

"SUBSCRIBER" refers to a user who registers on the learning platform www.kno.academy.

"AIRDROP" refers to a process in the cryptocurrency ecosystem that allows a blockchain or protocol to put itself forward by distributing its token for free to a part of its community for use in the democratization of the project.

"BITCOIN" (BTC) refers to the first and most famous cryptocurrency, invented by a person or group of people under the pseudonym Satoshi Nakamoto in 2008. It was launched in 2009, when its open-source software was made available to the public. Bitcoin's main innovation is blockchain technology, a public, decentralized ledger that records all transactions securely and transparently.

"BLOCKCHAIN" refers to a technology for storing and transmitting information, transparent, secure, and operating without a central control body. By analogy, it is often described as a "ledger", public and anonymous, which records all transactions made between users since its creation. The blockchain consists of individual blocks containing a set of transactions validated by the network. Each new block created is linked to the previous block, forming a chain of blocks.

"CLIFF" refers to a period during which no tokens are allocated. This delays the start of the cryptocurrency acquisition schedule. For example, if there is a 3-month cliff period, the token will only be distributed after the third month.

"DEFI" stands for "Decentralized Finance," a term used to describe various financial services that are accessible on public blockchain networks, primarily Ethereum. DeFi is based on smart contracts, which are programs that run automatically on the blockchain and manage or verify financial transactions according to pre-established rules. It provides an open and accessible financial ecosystem for everyone, without intermediaries such as banks, financial institutions, or brokers.

"ISSUER" means KNOWLEDGE PROCESS SA.

"ETHEREUM" (ETH) refers to a decentralized exchange protocol that allows decentralized applications that run on blockchain technology to be built and used. It is designed to create and run programs called "smart contracts".

"RISK ASSESSMENT" refers to the assessment of the AML/CFT risks raised by the Offering, based on several criteria and the type of relationship it has with its users.

"FIAT" refers to traditional currencies that are issued by governments. It is used to distinguish traditional currencies from cryptocurrencies. Investors can use fiat currencies to buy cryptocurrencies or tokens offered during an ICO.



"INITIAL COIN OFFERING" (ICO), is a fundraising operation by which a company in need of financing issues tokens, which investors subscribe to mainly with cryptocurrencies. These tokens may allow them to access, in the future, products or services of this company.

"TOKEN" means a unit of value that is issued by a project or company. It represents a specific asset or right within its ecosystem. Tokens are usually created and managed on an existing blockchain, such as Ethereum's, using token standards such as ERC-20 or ERC-721. They play a crucial role in many blockchain projects, as they facilitate various functionalities such as creating internal economies, representing digital rights, and incentivizing users.

"Self-Custody tokens" means the tokens allocated to the project at the time of issuance and the Issuer's tokens that it repurchases on the secondary market.

"KNO TOKEN" means the token issued by the **Issuer** in connection with the Offering and designed to be used as a means of remuneration.

"KNOWLEDGE PROCESS SA" means a Swiss incorporated company which is **the Issuer** of the **KNO** tokens offered under this Offering.

"AML/CFT" stands for the fight against money laundering and terrorist financing. Refers to a set of measures, policies and procedures aimed at preventing and combating money laundering, financial fraud and terrorist financing.

"PARTNERS" means several companies under contract with KNOWLEDGE PROCESS SA with which the Token may be used.

"OFFER" means the ICO of KNOWLEDGE PROCESS SA presented in this document.

"LEARNING PLATFORM" means the online learning and training management platform www.kno.academy.

"SUBSCRIPTION PLATFORM" means www.knocoin.com, where subscribers to the Offer may purchase KNO tokens during the period of the Offering.

"POLYGON" (POL) refers to a blockchain development platform (formerly known as Matic Network) that enables the creation of Ethereum-compatible blockchains.

"APPLICABLE REGULATION" means the European and Swiss laws and regulations relating to the prevention of money laundering and terrorist financing in the context with this ICO.

"SIDECHAIN" means a separate blockchain that is connected to a main blockchain (also known as a "parent chain" or "mainchain") through a bridge mechanism.



"SMART CONTRACT" refers to an irrevocable computer program, most often deployed on a blockchain, that executes a set of predefined instructions.

"OFFERING SUBSCRIBERS" means the natural or legal persons who purchase KNO tokens on the www.knocoin.com subscription platform.

"STABLECOIN" refers to a type of cryptocurrency designed to minimize price volatility. It is usually pegged to a stable fiat currency.

"Staking" refers to a mechanism by which investors voluntarily stake tokens to support the network and participate in its governance, securing the project and contributing to its performance. In exchange, they receive rewards and voting rights, promoting long-term engagement and stabilization of the token market.

"TRACFIN" refers to an intelligence service placed under the authority of the Ministry of the Economy, Finance and Industrial and Digital Sovereignty. It contributes to the development of a healthy economy by combating clandestine financial circuits, money-laundering and the financing of terrorism.

"USER" means a user of the subscription and/or learning platform.

"VESTING" refers to a mechanism used to control the distribution of a cryptocurrency's tokens over a period of time. This helps limit the immediate availability of the tokens to investors and incentivizes them to stay engaged in the project in the long run.

"WALLET" means a cryptocurrency wallet, a digital tool that allows you to manage your cryptocurrencies in complete security. It is necessary to have a private key to access it.





PROJECT SUMMARY

Project description:

The project to create the learning platform **www.kno.academy** is intended to transform the learning sector by creating a hub for all stakeholders involved: learners, content creators, artificial intelligence, companies, schools and training organizations. By integrating these different elements, **www.kno.academy** creates a unique and comprehensive learning ecosystem.

The **KNO** token, at the heart of this system, would represent a real revolution in access to knowledge. It would break down geographical and social barriers, providing opportunities for everyone, regardless of their location, to access quality learning. Each user of **www.kno.academy** would have a personal account with a built-in wallet, allowing them to manage their learning budget independently. This control over investments in personal education would be made possible thanks to **KNO** tokens, which would add a dimension of freedom and self-management never seen before in the field of education.

In addition, **KNO** tokens would allow for transparent and secure management of the verification and accreditation processes of acquired skills and knowledge. This would ensure integrity and recognition of prior learning in a globalized framework. This innovative approach would also benefit states and individuals, as **www.kno.academy** provides dedicated envelopes for each user, thus facilitating universal access to learning.

The space www.kno.academy will therefore position itself as a pioneering learning platform, not only in terms of technology, but also in terms of educational and economic model. It will offer a personalized learning environment, where the interaction between the different actors will be fluid and enriching. Whether it's for students looking to acquire new skills, for professionals looking to share their expertise or for institutions looking for effective ways to deliver education, www.kno.academy will offer solutions to suit everyone.

The learning platform **www.kno.academy**, using the **KNO** token, will strive to be a catalyst for change in education, bringing technology, accessibility and innovation closer together. It promises to be a learning platform for anyone who wants to actively participate in the evolution of the world of learning, providing a concrete response to the globalized and diverse learning needs of our time.



Transaction flows:

The website **www.kno.academy** will use the operation of its learning platform for the innovative use of the **KNO** token. This digital token will be the cornerstone of all transactions within the ecosystem, facilitating a smooth and secure economic flow between all stakeholders: students, content creators, reviewers, and mentors.

Learners will earn **KNO** tokens by completing various educational activities, such as completing courses or completing specific tasks. This "learn-to-earn" approach will motivate students and value their commitment to learning. Trainers and institutions, such as funding bodies and universities, will also receive remuneration in **KNO** tokens for their educational contribution and educational services. This system will ensure that every contribution to the learning platform is fairly recognized and rewarded.

The accumulated **KNO** tokens will be able to be used in a variety of ways within the learning platform. Users will be able to exchange them for services or products offered on **www.kno.academy**, such as access to advanced training, exclusive benefits or special educational tools. This flexibility of use will enhance the intrinsic value of **KNO** tokens, making them essential for the user experience on the learning platform.

Beyond internal use, **KNO** tokens will have a market value on crypto exchanges. Users will be able to choose to exchange their **KNO** tokens for other cryptocurrencies or sell them for fiat currencies. This option will provide additional liquidity and present **KNOs** as an attractive digital asset, integrated into the broader digital currency ecosystem.

By anticipating the exchange of rewards by means of **KNO** tokens on the cryptocurrency market, **KNOWLEDGE PROCESS SA** has created a bridge between digital education and the global digital economy through its learning platform **www.kno.academy**. Users will not only have the opportunity to acquire **KNO** tokens through educational achievements but will also be able to purchase them directly from crypto exchanges, making it easier to access the learning ecosystem.



1. TOKEN ISSUER INFORMATION

1.1. COMPANY PRESENTATION

a/ Legal entity

KNOWLEDGE PROCESS SA

KNOWLEDGE PROCESS SA (hereinafter referred as the "**Issuer**") is a public limited company registered in Switzerland registered in the Geneva Commercial Register under the number UID: CHE-293.958.624 (registration certificate in Appendix 7). Its registered office is located at Esplanade de Pont-Rouge 9a, 1212 Grand-Lancy, Geneva, Switzerland. The presidency of **KNOWLEDGE PROCESS SA** is held by Mrs. Thip PIAU.

b/ Shareholding, history and activity and historical financial data

KNOWLEDGE PROCESS SA is the company behind the project ("Parent Company").

The structure of **KNOWLEDGE PROCESS SA** is that of a joint-stock company.

The main activities concern the acquisition of shareholdings, the holding of shares and shares in companies in all investment activities and ancillary activities directly related to their purpose, and generally all industrial, commercial and financial operations.

It will issue the **KNO** token which aims to be the new learning economy.

Its objective is to conduct this Offer to finance the project.

As part of this Offer, which was initiated by **KNOWLEDGE PROCESS SA**, **www.kno.academy** will operate and make available, when it is functional, access to its learning platform, including all its functionalities, services and products planned for the future. The funds and digital assets raised during the Offer may be used by the partners according to their contractual relationship.

Learning takes place in face-to-face, Blended Learning and E-learning format on an already functional platform.



c/ Agreement between KNOWLEDGE PROCESS SA and its partners

KNOWLEDGE PROCESS SA and **its partners** are working together to deploy the project (contract in Appendix 11). They want to ensure compliance with all regulatory standards that are essential for FINMA's compliance in the context of a utility token and consider MICA authorization.

Thus, **KNOWLEDGE PROCESS SA** would retain and manage all funds and digital assets collected during the Public Offering of **KNO Tokens**.

Subsequently, **KNOWLEDGE PROCESS SA** would use the funds within the group in accordance with the group's strategy, in order to achieve the objectives, ensure and promote the financial and commercial viability of the **www.kno.academy** platform with its technological development, while ensuring that all regulatory standards that may affect it are complied with.

A total of \$1,000K has been committed for the development of the **KNO** token project, including legal, financial, accounting and auditing costs, the development costs of the learning platform, human resources with the preparation of the information document and marketing materials (for more information regarding the details of these expenses, please refer to section 2.4.c).

1.2. CONTACT DETAILS OF THE PROJECT TEAM

The **KNOWLEDGE PROCESS SA** team is available by email: contact@kno.academy

The website announcing the project: www.knocoin.com.

The website of the learning platform: www.kno.academy.



1.3. THE TEAM

a/ The main team

Thip PIAU

Thip PIAU (criminal record extract in Appendix 8) began his career in law firms before joining innovative companies and financial groups. Her expertise lies in anticipating, negotiating, and managing litigation, criminal management, fraud prevention, and compliance, developing a rigorous, ethical, and people-oriented approach to law.

A passionate woman, her commitment is not limited to the professional sphere. She is also an association administrator and CSR ambassador. Deeply committed to social and environmental causes, she actively contributes to various humanitarian and solidarity initiatives.

Through her personal experience and encounters, she is aware that access to learning is not equitable. Her ability to listen and advise leads her to believe that access to education and degree programs must be simplified, that people must be put in direct contact with experts, and that knowledge sharing must be facilitated in a single, open-to-the-world location.

Today, she is putting this experience to work on a project that is close to her heart: democratizing knowledge and making it accessible to all. Convinced that education is a fundamental right, she is working to create an open, transparent, and decentralized learning platform powered by Web3 technologies.

Yvan JOLY

Yvan JOLY (Extract from criminal record in appendix 9), is the founder and director of Knowledge Process SA, an innovative initiative at the intersection of blockchain, artificial intelligence and education. A self-taught entrepreneur, he specializes in the digital transformation of educational pathways and the design of Web3 solutions applied to learning.

Holder of two Masters 2 in Management and Corporate Strategy, obtained through the Validation of Acquired Experience (VAE) and a dedicated academic course, he is currently pursuing a specialization in Decentralized Finance (DeFi) at the ALYRA school, in parallel with his duties at KNO.

His career has taken him from sales management in the pharmaceutical industry to strategic support for SMEs and key accounts in France, particularly within Pacte PME. Involved in the Rotary Club, he works for more accessible and equitable education on a global scale.

At the head of KNO from the early structuring phases to its gradual deployment, he led the implementation of a Learn-to-Earn ecosystem focused on the \$KNO token. It leads a community of more than 20,000 people, united around a strong vision: to make knowledge a lever for individual and collective transformation, in compliance with European regulatory standards.

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Benjamin GRAUER - Vadato

Benjamin GRAUER is an experienced profile in Web3 implementation and blockchain strategy. Currently Chief Innovation Officer at Vadato, he develops Web3 and AI tools to maximize the impact of charities, revolutionizing fundraising and digital asset management.

Benjamin GRAUER brings his technical expertise in Web3 and strategic vision to revolutionize blockchain learning to the KNO project.

Jean-Raphaël SAUVONNET

Jean-Raphaël SAUVONNET is an experienced entrepreneur and investor, recognized for his expertise in the strategic support of innovative projects. With his dual legal training with a Bachelor of Law and a Master's degree in Private, Tax and Commercial Law from the University of Rennes, he masters the complex legal and regulatory issues of the technology sector.

Today, he puts his expertise at the service of the KNO project, bringing his informed investor perspective and strategic consulting skills to support the development of this revolutionary award-winning learning platform.

Benjamin GREMBI - ITHI

Self-taught with a passion for new technologies, Benjamin GREMBI started his journey with an Amstrad 1640 and has since explored a wide range of technologies, from BSD and Linux servers to programming languages and cloud technologies.

Today, he leads a dedicated team and actively promotes cybersecurity for these clients. Managing Director of ITHI - IT Services, Benjamin GREMBI is an expert in IT strategy with extensive experience in providing customized solutions for professionals. He has a variety of certifications in the field of IT, digital, security and cybersecurity.

He participates in the project of the company **KNOWLEDGE PROCESS SA** by carrying out prevention through regular audits and risk analyses in order to guarantee IT security.

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Christophe MARCHAND

Christophe MARCHAND is a certified public accountant and statutory auditor, registered with the Order of Chartered Accountants and the Company of Statutory Auditors.

Passionate about art and new technologies, he integrates his personal works by means of NFTs on the blockchain. In particular, he worked on an exhibition in a virtual room of a metaverse (Decentraland).

Auditor for ten years before moving with a partner to his current firm, CABINET SECCA created in 1998, Christophe MARCHAND has an advisory role on the **KNO token project**.

b/ Other actors

Aurore BONAVIA

As a lawyer in the field of intellectual property, Maître BONAVIA brings valuable expertise to our team, offering strategic legal advice and personalized support for the protection, defense and compliance of intellectual property rights.

Carole LE MARIGNIER

A lawyer in the field of business law, Maître LE MARIGNIER allows the control of contracts on French territory.

His intervention ensures that our token offering scrupulously complies with legal and regulatory standards, as well as best practices in terms of investor protection and market transparency (contract in Appendix 4).

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TALIUM

TALIUM is a company that has been active for 11 years, based in France, in CHATENAY-MALABRY (92290).

It specializes in the IT systems and software consulting sector.

TALIUM has historically been a specialist in digital transformation projects with high technical added value. The company is a recognized technical expert and its experience is unique as an architect and developer/integrator of several of the most advanced blockchain projects in France.

As part of its contract with the company **KNOWLEDGE PROCESS SA** (in appendix 2), it provides an interface for the **TALIUM ASSETS** application, which has just successfully passed a security audit by "pentest" in February 2024 with the company ZIWIT, a PASSI certified service provider (Information Systems Security Audit Provider) by the ANSSI.

NP Conseils Sàrl

NP Conseils Sàrl is a Swiss firm that supports **KNOWLEDGE PROCESS SA** in its activity, ensuring rigorous management of accounting, tax and financial obligations. Specialized in fiduciary activities, he provides strategic support to ensure regulatory compliance, transparency of flows related to the issuance of tokens and the structuring of financial operations. Its expertise makes it possible to secure the administrative aspect of an ambitious blockchain project, in Switzerland and internationally.

HOLISTIK SA

HOLISTIK SA is a Swiss wealth strategy firm, registered in the Geneva Commercial Register (CHE-430.331.449) and registered with FINMA. He assists KNOWLEDGE **PROCESS SA** on the legal and tax aspects related to the ICO, ensuring compliance with Swiss and European regulations. His expertise covers the structuring of the project, the legal security of operations and tax in an international framework.

ITHI-IT Services

ITHI-IT Services specializes in IT strategy and cybersecurity. ITHI-Services is recognized and has a variety of certifications in the field of IT, digital, security and cybersecurity.



1.4. DESCRIPTION OF ANY INTERESTS, INCLUDING THE CONFLICTING INTERESTS OF THE PERSONS AFFECTED BY THE OFFER

KNOWLEDGE PROCESS SA is not aware of any discrepancies between its own interests, those of its partners and those of the subscribers of **KNO tokens** through the Offer. Prior to the Offering, no **KNO** tokens were sold or distributed. During the Offer, **KNOWLEDGE PROCESS SA** will not impose any restrictions on its team, partners and advisors as to whether they can participate. **KNOWLEDGE PROCESS SA** will allocate a fixed percentage of **KNO** tokens to reward the project team as well as partner teams, as outlined in Chapter *5.4.* "Indication of possible discounts in favour of the categories of subscribers".

The structure of the Offer has been defined in such a way as to avoid conflicts of interest.

The contractual partners: Aurore BONAVIA, Carole LE MARIGNIER, **TALIUM**, NP **Conseil Sàrl**, **HOLISTIK** and **ITHI** will not be paid by **the Issuer** with tokens.

1.5. PRINCIPLES OF GOVERNANCE OF THE LEGAL ENTITY

The "President" of **KNOWLEDGE PROCESS SA** is responsible for the general management of the company. He is vested in all circumstances with all the powers necessary to manage the company and to represent it in dealing with third parties.

The President is assisted by a Management Manager.

In agreement with the Chairman, the Executive Director may represent the company.

1.6. APPOINTMENT OF AN AUDITOR

In accordance with Swiss regulations, **KNOWLEDGE PROCESS SA** does not fall within the legal framework of a mandatory appointment of an auditor and has not done so. An auditor may be appointed in the future depending on the development of the project.



PROJECT OF THE ISSUER SUBJECT TO THE OFFER

KNOWLEDGE PROCESS SA (the Issuer), through its project, aims to strengthen the democratization of education and the creation of a more equitable and prosperous society for all, through a global ecosystem. The project is based on the creation of a blockchain-developed token (**KNO** token) and the development of an e-learning platform, where people can acquire and integrate their new skills and at the same time earn money. This ecosystem is built around the idea of an on-demand economy, where users can offer their services and skills and/or access training courses and resources. These courses can be developed in partnership with experts and tailored to specific industries or professional roles, ensuring that users learn the skills they need to succeed. The remuneration of the actors, through the token of knowledge (the **KNO** token), makes the system more dynamic and interactive. Users will be rewarded for the time spent on the training and their contribution to the community. They will be able to exchange these tokens for services, benefits, or products on the learning platform.

2.1. DETAILED PROJECT DESCRIPTION

a/Service provided

The Issuer's ambitious project is to make learning, knowledge and training accessible to as many people as possible.

Training is a vast and undefined subject. In a world where artificial intelligence has become the number one topic, we believe that training must and should increasingly be the driving force of humanity. Training has no limit, we train every day without knowing it, but it can have a cost that makes it inaccessible.

The Issuer is developing a project that requires significant funds and this is the reason why it will sell some of the **KNO tokens**. These tokens will be offered for sale through an ICO referred to as the Offering in the remainder of the document.

The Issuer will offer to win tokens by combining the pleasure of learning and training in the context of personal or professional development.

The services offered on the learning platform (under development) will be the following (list subject to change over time):

- furniture of educational content,
- Writing and assistance in the creation of educational content,
- Provision of a web and mobile extension allowing the validation of external educational content consultation,
- Provision of the personal wallet,
- Discussion forums between learners and trainers
- Social network focused on knowledge sharing
- Virtual seminars and classes, conferences and exclusive events
- Access to online university, diploma or certification courses from partner schools or organizations



- Detailed monitoring of user performance: reporting and analysis systems
- Competency path career path
- Integration of gamification mechanics, including "sidequests" (optional challenges) and "KNOwards"
- Digital or token rewards are awarded to users who reach specific educational or community milestones.

b/ Technology

Subscription and learning platforms, which will need to be developed, will use the accessibility and ease of use of Web2 to attract and engage users, while integrating the decentralized and secure aspects of Web3 to ensure user ownership and management of data. Blockchain serves as the foundation for this hybridization, providing transparency and trust.

Al within our system will personalize user experience, optimize collaboration, and facilitate content creation. Advanced control and machine learning algorithms will analyze interactions to propose relevant content, verify the relevance of certain content made available and promote exchanges. These will be continuously subject to human controls.

In this context, **KNOWLEDGE PROCESS SA** develops its technologies in partnership with an academic research program led by the CNRS (National Center for Scientific Research), via the AI Search structure (Sequencia). This collaboration aims to co-develop an autonomous learning agent capable of quantifying the knowledge acquired, including outside the platform, offering adapted dynamic quizzes and integrating machine learning mechanisms into ethical and supervised logic.

Apart from its function in Web3, the blockchain will also serve to create a transparent and automated rewards system for contributions from users of the learning platform. It will ensure the integrity and authenticity of **KNO** token transactions and content creations, while facilitating a decentralized marketplace for value exchanges.

The development of 5G plays a crucial role in enabling ultra-fast connectivity and reducing latency, which is essential for real-time collaboration and instant access to heavy digital resources. It will make the learning platform accessible on a global scale, including in areas less served by traditional infrastructure.

The innovative features that will enable the adoption of the **KNO token** will be:

- Real-time collaboration through improved global connectivity, including the development of 5G and fiber, allowing users to collaborate and learn without noticeable delay, while sharing ideas, content, and feedback instantly.
- Buying, selling, and sharing knowledge, with secure and transparent transactions via the blockchain and its KNO token.
- Content creation tools will be enriched by AI, which will assist users in writing content, making creation accessible to everyone, regardless of technical skill level.



 Al control tools will make it possible to adapt communications, training or content that will not be adapted to a population, age, regulation or other parameters.

c/ Market

The target market for the learning platform is large and multidimensional, encompassing several key segments that would benefit from its future advanced technology infrastructure and innovative features.

Here's a detailed exploration of the key market segments for this project:

- 1. The Educational and Research Sector: Universities and Schools.
- 2. Professionals and Companies.
- 3. Digital Content Consumers: End users interested in access to quality content that is personalized to their preferences.

d/ Customers and users

The users of the learning platform would be the backbone of our ecosystem and would be at the origin of all interactions. They would form our far-sighted community, around which the sharing of knowledge would be built. Through the **KNO token**, users would have the opportunity to purchase products and subscribe to services that would be offered to them. They would also be encouraged to optimize the learning platform experience through their engagement and input, including in the form of feedback or hot/cold questionnaires. Each user would also have the opportunity to guide the evolution of the proposed products and services, testing them and helping to determine whether these initiatives are relevant and beneficial in fostering knowledge sharing.

Individuals:

To earn KNO tokens, you will need to register on the learning platform www.kno.academy.

A registration will allow you to receive rewards in the form of tokens after the validation of the KYC process and the completion of quizzes.

The user will then be able to use their **KNO** tokens to conduct training or exchange them on the blockchain for other cryptocurrencies and/or fiat currencies.

Professionals:

Our training partners have been training students and professionals for many years.

The operating principle is identical to that defined for individuals.

In addition, the follow-up of the professional training will allow individuals, to earn reward tokens linked to the quizzes generated by the AI.



The Issuer plans to offer this system to companies to help motivate their staff to follow internal training.

Payment for studies:

KWOWLEDGE PROCESS SA will eventually entrust a foundation with the management of part of the **KNO tokens.**

This foundation will also be in charge of finding sponsors who will wish to help finance this project. It will be composed of a heterogeneous jury via DAOs and will have the mission of validating candidates' files to offer them the course of their studies. It will also study applications for funding related to training anywhere in the world.

e/Legal and regulatory aspects

The project is based on Swiss regulations.

2.2. DECISION-MAKING MECHANISMS AND PROJECT GOVERNANCE

The decision-making mechanisms and governance of the project follow the same governance principles as those of **KNOWLEDGE PROCESS SA** (see chapter 1.5. "Principles of Governance of the Legal Entity").

2.3. PURCHASERS FOR WHOM THE OFFER IS ADDRESSED AND ANY RESTRICTIONS

This Offer is designed as a public sale open to any subscriber and complies with KYC/AML standards as described in Chapter 8.1. b/ "KYC/AML-CFT **Procedure".**

Policyholders corresponding to the jurisdiction under surveillance on the grey list indicated on the following page will be subject to enhanced internal control indicated in the Tracfin AML/CFT procedure in Appendix 5 on a systematic basis.

However, we intend to exclude underwriters from blacklisted countries in the jurisdiction listed by the FATF on the next page.



Jurisdictions listed by the FATF (June 2025)	Countries
Jurisdictions under surveillance (grey list)	 South Africa Algeria Angola Bolivia Bulgaria Burkina Faso Cameroon Côte d'Ivoire Haiti Virgin Islands (United Kingdom) Kenya Lebanon Monaco Mozambique Namibia Nepal Nigeria Democratic Republic of Congo Lao People's Democratic Republic South Sudan Syria Venezuela Vietnam Yemen
High-risk jurisdictions (blacklist)	 Democratic People's Republic of Korea Iran Myanmar



The following categories are also excluded from underwriting:

- Minor.
- Any natural or legal person having the nationality of a State or territory appearing on the public lists published by the FATF: The Financial Action Task Force lists any country or territory whose legislation and practices are opposed to the fight against money laundering and the financing of terrorism or cited by the European Commission pursuant to Article 9 of European Directive 2015/849 of 20 May 2015, on the prevention of the use of financial systems for money laundering or terrorist financing.
- Legal persons, natural persons or their beneficial owners, who have not provided consistent or sufficient evidence to justify the source of funds.
- Politically exposed persons (PEPs).
- Persons on international and /or wanted sanctions lists.
- Individuals who cannot transfer funds from a bank in one of the countries listed by the FATF.

Subscribers will be subject to automated control via the **TALIUM ASSET** platform and its partner **SUMSUB.**

Automated KYC/AML verification	The information provided appears incomplete and the documents falsified The use of a third-party account without justification Minors (persons under 18 years of age) Subscriber on a sanctions list or subject to an asset freeze measure Subscriber living in or coming from a country on the FATF's grey or black list Subscriber subject to US law within the meaning of US regulations Subscriber subject to Chinese law IP addresses, natural or legal persons with the nationality of a state or territory on the lists of prohibited countries, in accordance with article L. 561-4-1 of the Monetary and Financial Code (CMF)
Questionnaire analysis	Suspicion of money laundering Person registering on the platform not on the list of authorized signatories If executives or key employees have been subpoenaed, investigated or convicted of financial crimes, crimes of dishonesty or other serious criminal activities: fraud, bribery, AML, tax evasion Invalid tax identification number (siren number for the company; check on https://avis-situation-sirene-insee. fr/ for European subscribers) Subscriber on the PPE list or subscriber with family members on the PPE list Institutions subject to AML requirements that have not implemented AML procedures



Subscribers to **KNO** tokens must ensure that the laws of their respective country of residence allow the purchase of tokens during a token offering. The following cases lead to an immediate refusal by a subscriber (to the automated KYC/AML step performed by **SUMSUB**, as described in Chapter 8.1.d/ "Security measures and controls applied").

2.4. PROJECT ACTIVITY PLAN

a/Objectives

December 2024: Launch of the ICO (Initial Coin Offering)

Q1 2025

- 300+ training programs on our alpha platform (alpha testers = early investors)
- ICO: start of round 1 and round 2 (Cliff & Vesting)
- Preparation of FINMA file

Q2 2025

- Round 3 : End of ICO (Cliff and Vesting)
- Listing of KNO on a CEX voted by the community
- Listing KNO on multiple DEXs voted by the community
- Staking Launch

Q3 2025

- Launch of V1 Knowledge Academy in partnership with several providers (training institutions and schools) for the release of version 1 of the gamified learning platform Knowledge Academy (iOS, Mac, PC).
- Cliff July 1
- No vesting under \$1.500
- One-month vesting up to \$1.500

Q4 2025

- Release of V1 of the "Knowledge Interfacing Autonomous Agent" enabling full customization and adaptation of each individual's learning mode based on their unique characteristics
- 5000+ training courses available



Year 2026:

Q1 2026:

- Commercial rollout in Europe, addition of training partners
- Launch of sidequests and start of the "KNOwards" reward ceremonies.

Q2 2026

Partnerships with educational institutions and governments, participation in conferences.

Q3 2026

 Release of V2 Knowledge Academy with one year of data, continuous improvements and feedback.

Q4 2026

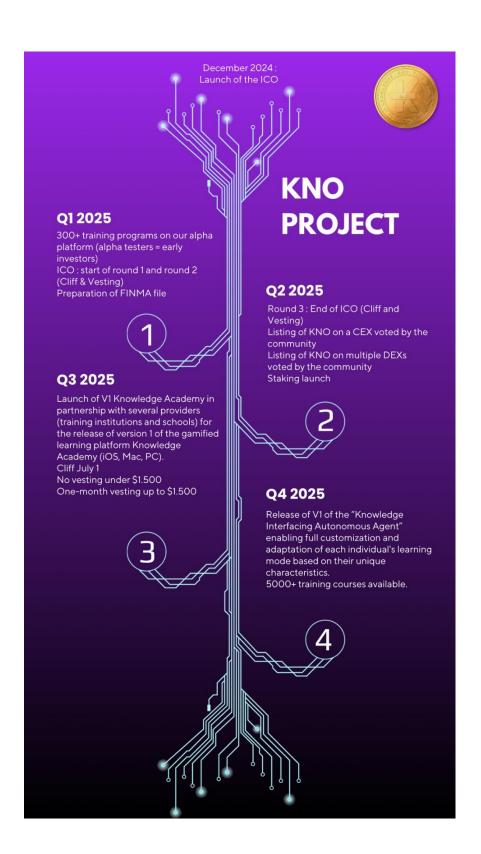
- Release of V2 of the autonomous agent with one year of data, continuous improvements, and feedback.
- Knowledge Process SA (KNO) positioned itself as an innovative and sustainable solution for education, combining blockchain technology, artificial intelligence, and a fair economic model for all participants.

b/ Sequence and phases

The process and phases are presented on the next page.

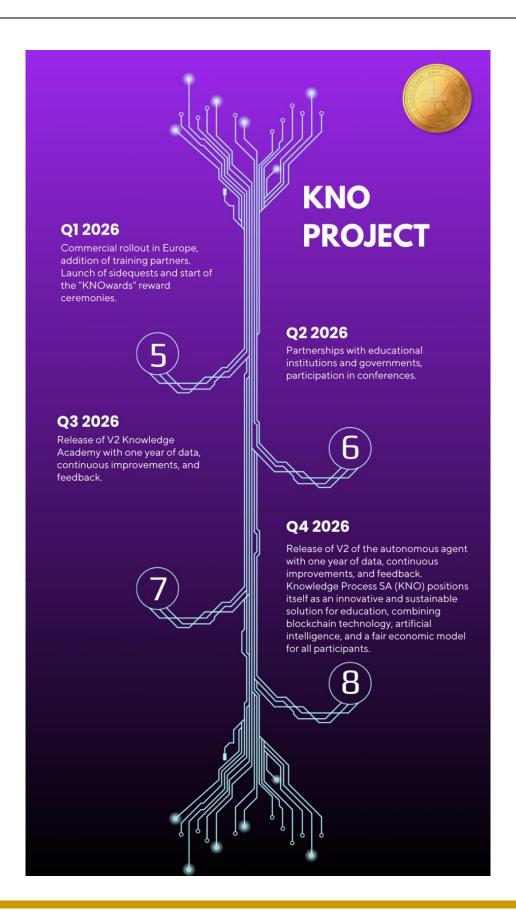














c/ Resources already allocated to the project

The amounts already allocated to the project include various services to the tune of €1,000K:

- Legal Services
- Financial services
- Accounting and Auditing Services
- Services related to tokenization and token issuance
- Human resources
- Operating fee

Details of the contracts are provided in Appendix 11.

2.5. FINANCIAL NEEDS FOR THE DEVELOPMENT OF THE PROJECT AND FUNDING ALREADY OBTAINED

To finance the development of **KNOWLEDGE PROCESS SA** project, the learning platform and the ecosystem in which it will be a part, **KNOWLEDGE PROCESS SA** will issue **KNO** tokens as part of an Initial Coin Offering.

This procedure requires **KNOWLEDGE PROCESS SA,** in its capacity as Issuer of **the KNO** tokens, to prepare this information document and will be intended to present to investors the terms of the Offer and comply with anti-money laundering and countering the financing of terrorism (AML/CFT) obligations.

The soft cap of the fundraising campaign is set at \$500,000. This is the minimum funding required to launch the project to start the development of the learning platform. **The Issuer** intends to allocate the funds and digital assets raised in connection with the Offering to human resources (salaries and compensation), marketing and sales (marketing and business development, publishing and media relations, digital advertising and social media), general management (project management of products and services, budgeting, control and accounting), acquisition of assets (customer database, trademarks and patents), product development, Research & Development, cybersecurity.

2.6. OFFERING FEES

The fees related to the Offering require additional funds which will be covered by the achievement of Soft Cap specified in section 2.7.a/ "Use of funds and digital assets collected".

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2.7. ALLOCATION OF FUNDS AND DIGITAL ASSETS RAISED DURING THE OFFERING AND USE OF TREASURY TOKENS

a/ Use of the funds and digital assets collected

Allocation of funds and digital assets raised during the Offering:

Needs	Soft Cap	Bearing at 2 M	Hard Cap
Recruitment and HR	30%	35%	25%
Marketing and partnerships	25%	30%	35%
Legal	10%	5%	5%
Platform development	35%	20%	15%
Asset acquisitions*	0%	10%	20%
TOTAL	\$500 000	\$2,000,000	\$5,000,000

This is an indicative expenditure table regarding the use of the funds and digital assets allocated to the project. However, this data is subject to change.

If the company reaches its soft cap, it plans to devote most of its resources to the development of the platform (35%). Once the team and learning platform are up and running, the company will focus more on building strong partnerships with schools, state agencies, and businesses.

Human resources:

KNOWLEDGE PROCESS SA will need teams to power all stages of the company's growth, from developers, engineers, in terms of marketing, sales and customer service, accounting, tokenomics consultants and more.

Marketing and partnerships:

KNOWLEDGE PROCESS SA will grow its user base and partnerships with companies and will therefore invest heavily in marketing (advertising and lead generation through media, social media, email, SEO) and PR campaigns.

The Issuer's wish is to work with NGOs or associations to support educational initiatives, at the same time extending the reach of the learning platform.

Operations:

Costs related to rentals, services, maintenance, and operating systems will be necessary for the operation of the business.



Asset acquisition:

Acquiring licenses for high-quality educational content, media libraries, and content creation tools will be prioritized. It may include online courses, research databases, and specialized software.

Research and Development, optimization of the learning platform:

KNOWLEDGE PROCESS SA will optimize and update its learning platform to improve its functionality. New features will be developed, and services will be added to improve the user's experience and its usability.

Legal and advisory fees:

In order to comply with regulatory requirements and to ensure that the learning platform is always compliant, **KNOWLEDGE PROCESS SA** will integrate a legal team that will be reinforced with advice from advisors.

b/ Use of self-held tokens (2.5 billion)

To enable the operation of **KNOWLEDGE PROCESS SA**, 375 million from the supply (strategic and marketing reserve and partnerships) will be sold or kept by the company **KNOWLEDGE PROCESS SA**.

For team and development, 250 million tokens are awarded according to the conditions indicated in chapter 5.4. "Indication of possible discounts in favour of the categories of subscribers".

Out of the total supply of 2,500,000,000 **KNO** tokens, 1.875 billion **KNO** tokens for the community will be issued as usage tokens for the benefit of users on the learning platform. Detailed information regarding the allocation structure of **the KNO** tokens to be issued is provided in Chapter 5.6. "Allocation structure of tokens already issued and to be issued by category of holders".

The purpose of the tokens made available is to boost the adoption of the learning platform and improve its efficiency through various usage strategies.

The conditions for storing tokens intended for the community are specified in Chapter 5.6. "Allocation structure of tokens already issued and to be issued by category of holders".



3. RIGHTS AND OBLIGATIONS ATTACHED TO TOKENS OFFERED TO THE PUBLIC

3.1. FUNCTIONS, RIGHTS AND OBLIGATIONS ATTACHED TO THE TOKEN

All **KNO** tokens offered under this Offer will be used as payment for the services made available on the learning platform.

They will be legally qualified as utility tokens within the meaning of Swiss regulations.

As a result, **KNO** tokens will not be considered securities within the meaning of Swiss law. Ownership of **KNO tokens** will not grant access to the capital of **KNOWLEDGE PROCESS SA**. Holders of **KNO** tokens will not have any rights to share in the profits of **KNOWLEDGE PROCESS SA** and/or participate in its governance.

KNO **tokens** will not be considered electronic money within the meaning of Swiss law. KNO tokens will not grant any claim against the Issuer to be redeemed in fiat currency.

KNO tokens **will** provide access to the services available on the learning platform after its launch. The non-exhaustive list of its services is given in Chapter 2.1. "Detailed Project Description _".

3.2. DESCRIPTION OF THE RUNNING COSTS OF THE PROJECT BORNE BY THE SUBSCRIBER, including the costs related to the shared electronic registration device on which the tokens are registered.

In the initial phase of the project, transaction fees called "gas fees" may apply on the Polygon network. Since each transaction requires computing resources to execute, there are fees associated with it. Gas represents the costs necessary to successfully complete a transaction. These costs will be borne in full by the subscriber.

These fees can vary over time or depending on the speed of execution of the chosen smart contract: the exact amount can be verified at the https://polygonscan.com/gastracker address.

3.3. TOKEN DIVISIBILITY

KNO tokens will be divisible and will have a granularity of 18 decimal places.



3.4. DESCRIPTION OF OTHER TOKENS ISSUED

No **KNO tokens** were issued, distributed or parachuted prior to the Offering.

Subscribers of the **KNO** token will be responsible for the use of the tokens, whether they are bought, sold, or used on the subscription and learning platforms. **The Issuer** is not responsible for any misuse by policyholders. If a private key is lost or stolen, the funds and assets associated with the corresponding Polygon address become inaccessible and unrecoverable. The potential risks regarding the **KNO** token and the project in general are described in Chapter *4. "Risk factors"*.

3.5. RULES AND CONDITIONS FOR THE USE AND OPERATION OF TOKENS

a/ During the ICO

The benefits for policyholders include:

- Partner companies and schools will be rewarded with the opportunity to co-develop specific features tailored to their needs.
- Appraisers will be interested in tokens as a means of remuneration for their evaluation work.
 Moreover, their active participation could be recognized within the ecosystem, increasing their professional reputation.
- As part of content monetization, the Offer will allow trainers and designers a new way to monetize their content and training programs through the learning platform, thanks to the tokens received upon subscription.
- Participation in the Offer and the ecosystem will facilitate collaborations, the expansion of the professional network and access to new international project opportunities.
- Users will be able to budget for access to state-of-the-art training, at reduced costs or with flexible terms and conditions thanks to the tokens acquired during the Offer.
- The Offer offers a diversification opportunity to fund organizations in the digital education and vocational training sector.



b/ Post ICO

Once the learning platform is developed and launched, the services offered will be available with the **KNO** token, as they are developed.

While the 500,000,000 **KNO** tokens for the community are selling, individuals will be able to register for free to create their account and receive their KNO token rewards. See the diagram in 2.1.d. "Customers and users". These reward tokens can be used to purchase courses, training, or educational activities on the learning platform **www.kno.academy** or any other partner that accepts remuneration in **KNO** tokens.

Once registered, the individual will be able to obtain rewards in the form of tokens for each quiz completed.

When the full functionality of the learning platform is up and running, any user will be able to claim **KNO** tokens after KYC validation. They will then have access to a wide range of educational resources on the platform, but they will also be able to continue to watch the usual training content (YouTube, 360Learning, various platforms, etc.). Their learning time will allow them to acquire **KNO** tokens after each quiz completion, which can serve as additional motivation. In addition, the learning platform will recognize and value their progress, offering the possibility of transferring their learning in the form of credits in addition to recognized certifications. In addition, any positive behavior aimed at fostering the growth of the community to the ecosystem will be rewarded in tokens.

c/ Post-distribution of all tokens to the community

All KNO tokens **held** by each account validated with the KYC process will have the freedom to use them on the learning platform **www.kno.academy**, our partners certified by **KNOWLEDGE PROCESS SA**, or to put them on exchanges.

KNO token bonuses may also be awarded to users through one-time events, educational contests or outstanding performances under the 'KNOwards', in accordance with the rules established by the Issuer or its certified partners.

A commission of 0.3% for each apprenticeship transaction will be charged by **KNOWLEDGE PROCESS SA** for certified partners.



3.6. DESCRIPTION OF THE ELECTRONIC SHARED RECORDING DEVICE ON WHICH THE TOKENS WILL BE REGISTERED

The Ethereum blockchain and its Polygon sidechain are home to a vast array of economic activities, from NFT marketplaces and games to the growing DeFi ecosystem. The network is well suited for this activity due to its compatibility with smart contracts, which can be used to build a vast range of applications and its mining system.

a/ Ethereum

ERC-20 tokens, "Ethereum Request for Comment 20", refers to the Ethereum ecosystem that offers a governance model on which tokens issued on its blockchain can align. The ERC-20 token (or ERC-20 token) is therefore a cryptocurrency deployed on Ethereum, which must obey the rules established by the ERC-20 standard

Upgrades to the Ethereum blockchain are expected in the future. Any future upgrades could result in risks and impact the KNO token, as described in Chapter 4.2. "Technological risks".

The many Ethereum blockchain-related transactions and transaction fees (gas fees) can sometimes be so high that making small or frequent investments can be economically unviable.

b/ Polygon

The electronic shared recording device on which the Offering takes place is the Polygon public blockchain. The Polygon platform uses the Ethereum blockchain and connects Ethereum-based projects. Polygon has its own cryptocurrency, called MATIC, which is used to pay fees on the Polygon network, for staking, and for governance.

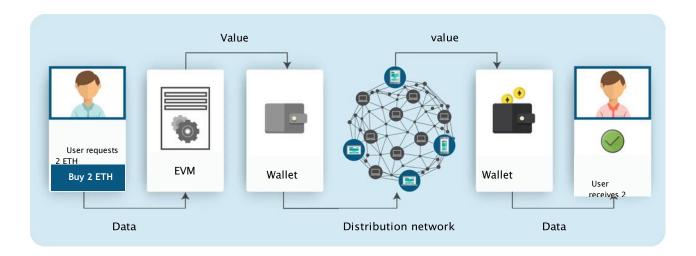
Initially, transactions on our digital platform will be executed on the Polygon protocol. It has provided popular and robust software frameworks for token creation, by means of a smart contract.

During the 6-month Offering period, the KNO token will be built on the Polygon blockchain using the ERC-20 open-source smart contract framework for token standards. This token standard has become the industry standard for token issuance and has proven to be the best solution, due to the robustness of the software and the variety of existing support tools such as wallets, exchanges, and additional smart contract frameworks.



Polygon is a "Layer 2" (or "sidechain") scaling solution that emerged to speed up transactions and reduce costs for users. It acts as a fast parallel blockchain running alongside the main Ethereum blockchain. To use it, you can "link" some of your crypto to Polygon and then interact with a wide range of popular crypto apps, which were once exclusive to the major Ethereum blockchain. Using the Polygon platform can increase the flexibility, scalability, and sovereignty of a blockchain project while providing the security, interoperability, and structural benefits of the Ethereum blockchain.

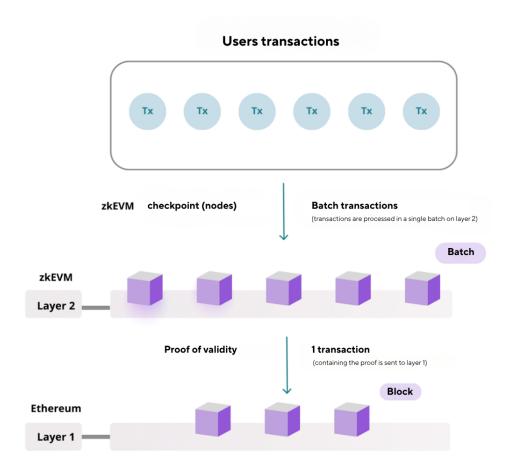
How the Ethereum blockchain works





Sidechain Polygon sidechain





Polygon zkEVM is one of the scalability solutions.

3.7. TIMELINE OF TOKEN USAGE

The **KNO token** will be on the blockchain from the day after the end of the ICO scheduled for June 26, 2025.



3.8. METHODS OF TRANSMISSION OF TOKENS AND, IF APPLICABLE, THE ISSUER'S INTENTION TO APPLY FOR ADMISSION OF TOKENS TO A TRADING VENUE

After a period of 15 days following the end of the Offering, **the Issuer** will distribute the subscribed **KNO** tokens to the subscribers' ERC-20 token-compatible wallets.

KNOWLEDGE PROCESS SA will list **KNO** tokens on Quickswap, a decentralized exchange on Ethereum. Quickswap is a decentralized finance (DeFi) protocol, which allows users to trade digital assets on the Ethereum blockchain without permission. It is an open-source platform that uses smart contracts to facilitate automatic and trustless trading of digital assets. Users can simply connect their wallet in the official app and execute their trades.

The Issuer will also aim to list **KNO** tokens on major exchanges after the end of the Offering period and the distribution of all tokens to subscribers. However, **the Issuer** cannot guarantee that KNO tokens **will** be listed on a major exchange.

KNO tokens will be exchangeable from wallet to wallet, over the counter (as long as the wallets are compatible with the technology used). In the event that **KNO** tokens are not listed on these major exchanges, KNO tokens **may** have no value or liquidity, as subscribers may not be able to resell the **KNO** tokens they have subscribed to. More information on these risks is provided in Chapter 4.1. "Economic risks" and in the paragraph dedicated to the risk of lack of liquidity for **KNO** tokens.

The Issuer will guarantee the security of the subscription platform www.knocoin.com.

With respect to the Offering, **the Issuer** will provide its wallet address to the subscriber to execute the transaction. This transaction can then be verified on the blockchain via a blockchain explorer.

The tokens will be able to be exchanged peer-to-peer and may also be exchangeable on cryptocurrency exchange platforms, 15 days after the subscription floor (hard cap) has been reached or after the end of the Offering.

After the end of the Offer Period, **the Issuer** will distribute the **KNO** tokens to the purchasers' ERC-20 tokens compatible wallets. The distribution of tokens will involve a cliff, a period of time during which investors do not receive any of their tokens; then a vesting, a linear calendar to distribute the tokens once the cliff duration is over. Details of the cliff duration and vesting are given in Chapter *5.9.* "Offering Calendar".

The Issuer will list the KNO tokens on the Quickswap trading platform. Quickswap is a Polygon-based exchange that allows anyone to trade ERC-20 tokens.



3.9. DESCRIPTION OF THE GENERAL ACCOUNTING PROCEDURES FOR THE TOKENS SUBJECT TO THE ISSUE, ACCORDING TO THE NATURE OF THE RIGHTS ATTACHED TO THESE TOKENS

For the Issuer, there is no contractual obligation to provide any services or goods other than the delivery of **the KNO** tokens and access to the subscription platform. In this context, for the Issuer, **KNO** tokens are considered as services or goods remaining to be provided for accounting purposes. They are accounted for by the Issuer as deferred revenue.

The issuance of **KNO** tokens, at the time of their distribution to subscribers, will allow either the execution of transactions (the only accepted means of payment) relating to goods, services or data or the possibility for a given user to access specific or participatory services on the learning platform **www.kno.academy**, which will be officially launched at the end of the Offer.

These elements lead to the conclusion that the tokens represent services that remain to be provided. Funds raised in the Offering will be considered deferred revenue and will be accounted for by **the Issuer** as actual revenue in accordance with the KNO token delivery plan provided in Chapter 6.4. "ICO Accounting Treatment".

The amounts raised during the Offering will then have been fully accounted for by **KNOWLEDGE PROCESS SA**, when the subscribers will have in their possession all **the KNO** tokens and will be able to use them on the subscription and learning platforms.

The amount recognized as revenue will be the total amount subscribed in the Offering. At the end of the Offer, all transactions will be recorded in our books.



4. RISK FACTORS

KNO tokens are considered utility tokens. **KNO** token holders only have the rights specified in Chapter 3. "Rights and obligations attached to tokens offered to the public", without the right to share the revenues of the Issuer or its subsidiaries. The Issuer has assessed and taken measures against the risks to its business and the **KNO** token, to minimize the negative impact.

4.1. ECONOMIC RISKS

a/ Risk of partial or total loss of the investment

Investing in digital tokens carries a risk of total or partial loss of capital, given their unsecured nature and volatility. Investors will have to make informed decisions, limiting the investment to a small portion of their financial wealth. The prices of digital assets, including the **KNO** token, will be speculative and fluctuate. There are many factors that could affect the development of the project associated with these tokens, making their future uncertain. To reduce risk, the Issuer has established a KNO Token Tiered Delivery System and Dilution and Release Mechanisms, detailed in Chapters 5.10.a/ "Token Dilution and Release" and 5.10.d/ "KNO Token Tiered Delivery" of this document.

b/ Exchange rate risk, including in relation to the euro or any foreign currency, borne by the subscriber

Currency risk (crypto to fiat) refers to financial uncertainty due to fluctuations in exchange rates between cryptocurrencies and fiat currencies. It will occur when converting cryptocurrencies into fiat currencies, or vice versa, which can lead to a loss in value. There is also a risk that some tokens, such as KNO tokens, may not be able to be converted into fiat currencies or other assets.

c/Risk related to the valuation of the tokens

The lack of history and volatility of the cryptocurrency market do not ensure the valuation of **KNO tokens**. This risk will be influenced by market demand, the development of the functionalities of the learning platform **www.kno.academy** and the reliability of its underlying technology, both of which are unproven and uncertain. The value of **KNO** tokens may also fluctuate depending on the number and quality of future features provided to token holders, as well as the platforms on which they can be traded.



d/ Risk of lack of liquidity for tokens

KNO **tokens** might not have value or liquidity, if they are not tradable on a digital asset exchange platform. In this situation, policyholders may be unable to resell them. **The Issuer** is not responsible for their liquidity, transferability, availability or market value. During the vesting and cliff period, **KNO** tokens will be issued as described in Chapter 5.10.d/ "Staggered Delivery of KNO Tokens". Additionally, it may be difficult or impossible to resell **KNO tokens**, especially if they are not listed on a major exchange. To mitigate these risks, the Issuer plans to list the **KNO** token on Quickswap and other exchanges after the distribution. However, Quickswap has not undergone a registration procedure in connection with the provision of digital asset services and regulatory changes may occur, implying a risk of legal reclassification.

e/ Risk due to the absence of a secondary market

The risk of no or no secondary market for the KNO token may cause difficulties for investors wishing to resell or trade their tokens after their initial acquisition. This could lead to reduced liquidity and increased price volatility of the token. Moreover, it is not guaranteed that **KNO** tokens can be exchanged for other digital assets or fiduciary. The owners of these tokens could be unable to liquidate them, impacting the value of their investment. The lack of a secondary market can restrict liquidation options and the stability of the value of the **KNO** token.

4.2. TECHNOLOGICAL RISKS

a/Risk of errors or security breaches allowing hacking or theft of the Issuer's data

Errors or security breaches could cause vulnerability or failure in the IT systems and security protocols of the learning platform **www.kno.academy**. For example, during periods of high activity, it may be possible that "www.knocoin.com" may not be able to function properly. These vulnerabilities could be exploited by hackers or malicious actors to access, steal, or manipulate sensitive data.

The technology used to register **KNO** tokens, whether it is Ethereum, Polygon, or the **KNO** smart contract, would then be subject to specific weaknesses, which would eventually make them targets for cybersecurity threats. Hackers or other malicious organizations or groups could identify and exploit these specific weaknesses, causing the blockchain to malfunction or operate unexpectedly or unintentionally. For example, hackers could gain control over the transaction validation process implemented on the blockchain used by subscription and learning platforms, preventing the blockchain from working properly.

The malfunction, unintentional or unexpected operation of the blockchain on which the KNO tokens will be based **would** lead to adverse consequences on the **KNO** tokens or their transfers. For example, during peaks in activity, the Issuer's underwriting platform may not function properly. In this case, holders could lose all or part of the value of their investment. As a result, the Issuer's reputation would be affected and would lead to a loss of confidence among investors and users.

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b/ Risk related to the loss or theft of the subscriber's private key medium

Based on the blockchain technology used to register **KNO tokens**, KNO **token holders** will need to use a proper digital wallet, with a private key, to receive and transfer **KNO tokens**. **KNOWLEDGE PROCESS SA** will not store any private keys and will not serve as a custodian. Risks would arise for holders due to partial or inaccurate information regarding their wallet details.

Risks could also arise from the use of the wallets, their compatibility with the blockchain used to register **the KNO tokens**, their suitability for the purpose of issuing and transferring **the KNO** tokens, the cybersecurity they will provide, attacks that could affect them and that could potentially result in the loss, destruction, theft or hacking of **the KNO tokens**.

The subscriber will have to follow security best practices and will be solely responsible for protecting the details of their wallet. They will also need to make sure that they are dealing with the correct contract address. When the subscriber uses a wallet service, there will be a risk that it will be hacked or the information will be stolen.

Based on the specific blockchain technology used to register KNO tokens and the conditions governing such registration, holders will be solely responsible for the secure storage of their wallet's private keys. Loss or theft of a private key would result in the loss of all KNO tokens allocated to the wallet and holders could no longer access and dispose of the KNO tokens. In this situation, it means that holders could effectively lose ownership of the KNO tokens associated with the wallet and a total loss of their investment.

Any third party that gains access to one or more of the holders' private keys, including by accessing the login credentials of a hosted wallet service that the subscriber uses, would be able to hijack **the subscriber**'s KNO tokens.

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c/ Risk related to the asset monitoring and safeguard system

The fiat currency used for the subscription will be sent directly to the partner bank. This operation will be carried out between the subscriber's bank and the bank of **KNOWLEDGE PROCESS SA**. (See Appendix 1). There is a general risk that one of its partners will go bankrupt, be hacked, default on its obligations or any other unforeseen incident to which it may be subject.

d/ Risks related to the electronic shared registration device on which the tokens are registered and the platforms on which the tokens can be traded

Risk of using the Ethereum blockchain:

There is a possibility that technical issues, errors, vulnerabilities, or malicious attacks could affect the Ethereum network, on which the **KNO** token operates. A malfunction or hack of the Ethereum blockchain could lead to negative consequences, including the interruption of Ethereum-related services, disruption of ERC-20 token transactions and exchanges, which could affect the liquidity and value of the **KNO** token or the possibility of loss of funds or theft of digital assets in the event of a successful hack.

Risk related to the deployment and implementation of the KNO token smart contract:

At this stage, the smart contract is not yet deployed or implemented. Our partner **TALIUM ASSET** will be in charge of the deployment and will be based on an ERC-20 implementation of Open Zeppelin. The most recent and stable version of the smart contracts that make up the ERC-20 will be deployed as it comes from Open Zeppelin's Github repository, without customization.

As the ERC-20 implementation of Open Zeppelin is the vast majority for the implementation of digital assets and Open Zeppelin is a leader in auditing and Solidity contracts, **the Issuer** and **TALIUM ASSET** have not planned to conduct additional audits to those already carried out by Open Zeppelin (a request for an audit may however be requested by **the Issuer** if necessary).



Risk of hacking the www.knocoin.com subscription platform:

The www.knocoin.com subscription platform uses classic Web2 technology. If a hacker manages to trap the subscription page without the knowledge of the Issuer and the subscribers, the KNO token funds could be diverted to one or more digital wallets, controlled by the hacker, resulting in the irreversible loss of the subscriber's **KNO** tokens.

To prevent this risk, the Issuer has implemented security measures described in Chapter 8.2. "Description of the cybersecurity and technical malfunction detection systems put in place", in particular:

- protection against DDOS attacks,
- real-time monitoring system for the health status of servers,
- firewall blocking malicious IP addresses,
- up-to-date antivirus,
- ➤ IDS intrusion detection and IPS intrusion prevention systems to identify and block unauthorized access attempts to servers and networks,
- up-to-date operating systems and software,
- > Daily backups of the database and storage on an additional server.

The subscriber must also secure access to his own server against any risks of invulnerability and security. They will need to follow security best practices and will be solely responsible for protecting their account details. When using a wallet service, there is a risk of hacking or information theft. Should this occur, there will be no guarantee of recourse or indemnification provided by **KNOWLEDGE PROCESS SA**, or any affiliated entity.

Risk of staggered delivery of KNO tokens:

After the end of the Offering, 875,000,000 **KNO tokens reserved on the subscription platform** under this Offering will be subject to a staggered delivery system in accordance with the agreement with **TALIUM** in Appendix 2.

Risk of identity theft by fraudsters:

The subscriber will only have to use our official communication and registration channels, and the **www.knocoin.com** subscription platform to subscribe to our **KNO tokens**, which are explicitly stated in this document.



4.3. PROJECT RISKS

a/Risk of failure at the launch or in the technical and operational development of the project

Post-Offering, the Issuer may not be able to develop and launch the learning platform as planned or implement the **KNO** token as described in this information document, due to technical or operational issues, or difficulties in establishing strong security.

There is no legal obligation or guarantee that the Issuer will continue its business and ensure its commitment to policyholders or managers.

b/Risk of substantial modification of the project and the rights attached to the tokens

The learning platform planned in development could undergo substantial changes over time. The Issuer intends to comply with all the specifications described in this information document, however, changes may be introduced for various reasons including the use of **KNO** tokens and the prerogatives they offer.

c/ Risk related to the Issuer's failure to communicate regularly regarding its project or any event that may have an impact on the project

The Issuer will aim to communicate with policyholders to the best of its ability. However, there is a risk of malfunctions, errors, misrepresentations, delays, or other incidents in project-related communications.

d/ Risk related to the lack of visibility regarding the regulations applicable to the Offer in all jurisdictions in which the tokens will be offered and the tax treatment applicable to subscribers

The taxation and accounting rules related to the Offering, sale or distribution via Airdrops of **KNO** tokens are subject to Swiss law in force at the date of this information document, in anticipation of MICA compliance and Swiss regulations. It is impossible to guarantee the consequences of a possible judicial or administrative decision, or a subsequent change in the legislation of the regulations in force. Such a decision or modification could harm the subscribers, change the tax consequences with the subscriber and the value of **the KNO tokens**. The Issuer declines any responsibility for the adoption of a new text of FINMA (Swiss regulation) or MICA (European regulation) aimed at modifying or harmonizing the legal classification of digital assets that may affect the current qualification of **KNO** tokens and the rights associated with them.

Regulatory frameworks regarding blockchain technology and digital assets are still evolving and have not been harmonized across international jurisdictions. Different jurisdictions may adopt regulations affecting the blockchain network and the smart contracts deployed on it. New policy regulations are likely to evolve rapidly.

New laws and regulations or interpretations of existing laws and regulations may have an adverse effect

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on the qualification and/or transfer and/or viability of **KNO** tokens in the future. In addition, the failure of the Issuer or other persons involved in the issuance and distribution of **KNO** tokens, to comply with all laws and regulations, some of which may not yet exist or are subject to interpretation or change, could result in various adverse consequences including penalty, fine or reputational damage.

In all cases, policyholders must conduct due diligence and comply with all applicable tax laws and regulations in their jurisdiction. Depending on the jurisdiction involved, the tax treatment of **KNO** tokens may be uncertain and there may be adverse tax consequences for subscribers.

e/ Risk related to the absence of initial partners

The absence of key initial partners would deter other organizations from collaborating or partnering with the Issuer, fearing a lack of success or viability. Their absence would decrease the quality and quantity of content available, making the learning platform **www.kno.academy** less attractive to users and slowing down the growth of the platform's user base.

f/Risk related to the activities and behaviour of subscribers, users and subscribers

Activities and conduct conducted by subscribers, users or subscribers for fraudulent purposes or in violation of applicable laws and regulations represent a regulatory risk.

In this context, although the Issuer protects itself from such risks, it could be exposed to administrative monetary penalties including the closure of subscription and learning platforms.



5. TOKEN SUPPLY FEATURES

5.1. NUMBER OF TOKENS TO BE ISSUED AND ALREADY ISSUED IF APPLICABLE

The total number of **KNO tokens** will be limited to 2.5 billion tokens.

5.2. EXPECTED AMOUNT OF THE ISSUE: TARGET AMOUNT, MINIMUM AMOUNT ALLOWING THE PROJECT TO BE CARRIED OUT (SOFT CAP), MAXIMUM AMOUNT THE ACHIEVEMENT OF WHICH WILL LEAD TO THE AUTOMATIC CLOSING OF SUBSCRIPTIONS (HARD CAP)

Number of KNO tokens already issued: 0 KNO.

Blockchain: Polygon.

Subscription limit (hard cap): \$5 000 000 Target amount: \$2 000 000 Subscription floor (soft cap): \$500 000

Offer start date: December 26, 2024 Offer End Date: June 26, 2025

5.3. TOKEN ISSUE PRICE AND EXPLANATION OF THE PRINCIPLES USED TO SET THE PRICE

The issuance price of a **KNO token** will start at \$0.0035 and increase to \$0.0075.

The circumstances are outlined in Chapter 5.9. "Offering Schedule"

Gas fees may be applied when converting **KNO** tokens to other cryptocurrencies or fiat currencies, these fees may vary depending on the time. **The Issuer** will not cover these gas costs, they will be borne by the subscriber. To establish this issue price, **the Issuer** has considered the estimated value of the project and the **KNO tokens**, based on their utilities and growth potential. A comparative study was also conducted on a sample of projects including an Initial Coin Offering, and the price was set according to the success and valuation of these projects.



5.4. INDICATION OF POSSIBLE DISCOUNTS IN FAVOUR OF THE CATEGORIES OF SUBSCRIBERS

The different subscription levels are indicated in chapter 5.9.a/ "Chronological sequence". The tokens allocated to the team will be distributed at the discretion of the company **KNOWLEDGE PROCESS SA** with a vesting of 6 months and a cliff of 6 months.

5.5. ACCEPTED CURRENCIES AND DIGITAL ASSETS AND EXCHANGE PARITY WITH THE TOKEN

The accepted payment methods will be Bitcoin (BTC), Ethereum (ETH), Euro (EUR), Swiss Franc (CHF).

5.6. ALLOCATION STRUCTURE OF TOKENS ALREADY ISSUED AND TO BE ISSUED BY HOLDER CATEGORY

35% reserved for public sale	875,000,000 Tokens
20% reserved for Learn-to-Earn rewards	500,000,000 Tokens
20% for Staking and Rewards Reserves	500,000,000 Tokens
10% for the team and development	250,000,000 Tokens
10% for the strategic reserve	250,000,000 Tokens
5% for Marketing and Partnerships	125,000,000 Tokens

Community:

Until the 1.875 billion KNO is sold to the community, **KNO** tokens will be distributed as outlined in Chapter 5.9. "Offering Calendar".

- Creation of a verified user account on the www.kno.academy app.
- Each user on the www.kno.academy application, as part of validated learning and quiz completions, will be rewarded with the KNO token. These tokens can be used for the learning platform's features or exchangeable for fiat or cryptographic currency.



Sale during the Offer:

875,000,000 for investors and users, KNO tokens will be subject to a cliff and vesting period described in chapter *5.10. "Post-Offer Period Information"*.

Listing on exchange platforms:

375,000,000 to be sold by **the Issuer** under the conditions described in chapter 2.7.b/ "Use of treasury tokens (2.5 billion)"

Provision of teams and partners:

250 000 000 distributed under the conditions described in Chapter 5.4. "Indication of possible discounts in favour of categories of subscribers".

5.7. DESCRIPTION OF THE STEPS LEADING UP TO THE OFFER

No Tokens have been issued prior to the Offering.

5.8. TERMS AND CONDITIONS FOR SUBSCRIBING TO TOKENS

The subscription to the Offer is available on page www.knocoin.com. The subscriber will find information about the development of the KNO project and will be notified when the Initial Coin Offering begins. To subscribe to the Initial Coin Offering of KNO tokens, a subscriber must have a digital token wallet or wallet, compatible with ERC-20 or an account in euros. The KNO tokens will be made available to the www.knocoin.com account via the interface of the TALIUM ASSETS app of our partner TALIUM and sent to the wallet after the vesting period. If the subscriber does not already have a Metamask or other wallet, he will be offered to create one. POL tokens will also be required on the wallet to cover transaction fees.



5.9. OFFER CALENDAR

The entire process and information can be found on the www.knocoin.com underwriting platform.

a/ Chronological sequence

During the Initial Coin Offering, **KNO** tokens will be available for purchase in three price phases, following a degressive discount mechanism.

- ✓ The first phase will run from December 26, 2024 to January 1, 2025, priced at \$0.0035 per KNO token with no cliff or vesting.
- ✓ The second phase will run from January 2, 2025 to June 22, 2025, at the acquisition price of \$0.0050 per KNO token with a two-month cliff and a three-month vesting.
- ✓ The third and final phase will run until June 26, 2025 at 23:59 (Swiss time), at an acquisition price of \$0.0075 per **KNO** token with a three-month cliff and a three-month vesting.

b/ Important stages of the Offer

The launch of the Offer starts on December 26, 2024, and ends on June 26, 2025.

A consolidation period of funds will take place during the 15 days following the closing of the Offering and the provision of KNO tokens **will** be carried out until July 11, 2025 in accordance with the cliff and vesting rules.

c/ Duration of the Offer

The Offer will end once the 3 phases have passed or earlier, if the subscription limit is reached.

d/ Means of publication

Communication is planned via our social networks and partners to promote our learning platform **www.kno.academy** to the public.



5.10. INFORMATION REGARDING THE POST-OFFER PERIOD

After the Initial Coin Offering:

- No dilution of KNO tokens is possible, neither during nor after the Offering. The Issuer may not destroy KNO tokens.
- The Issuer does not have any self-held KNOs as of the date of this disclosure statement.
- The Issuer communicates annually on any element that may have an impact on the value of KNO tokens on its website.
- Upon completion of this offering, the Issuer does not exclude further public offerings of token exchanges. In this case, the details of the new offer will be communicated on social networks as well as on the company's website.
- The distribution of tokens involves a different cliff depending on the timing of the Offering, a length of time during which investors do not receive any of their tokens. The distribution will then follow a linear schedule to distribute the tokens once the cliff duration is over.

a/ Dilution and release of the token

At this stage, the smart contract is not yet deployed or implemented.

TALIUM is in charge of the deployment. It will be based on an ERC-20 implementation of Open Zeppelin (see the **TALIUM contract in Appendix 5**).

If the specifications on the behavior of the token are "standard", i.e. they are covered by the standard features of Open Zeppelin, then the most recent and stable version of the smart contracts constituting the ERC-20 will be deployed as it comes from the Open Zeppelin Github repository, without customization.

As Open Zeppelin's ERC-20 implementation is the vast majority for the implementation of digital assets, and Open Zeppelin is a leader in Solidity contract auditing, **TALIUM** has no plans to conduct additional audits to those already carried out by Open Zeppelin (unless expressly requested by KNOWLEDGE PROCESS SA).

During the Offer, the subscriber decides to reserve a quantity of tokens ("Participate in the Offer" button on the www.knocoin.com website, then "Start investing") that he or she may unlock according to the conditions specified in chapter 3.9.a/ "Chronological sequence".

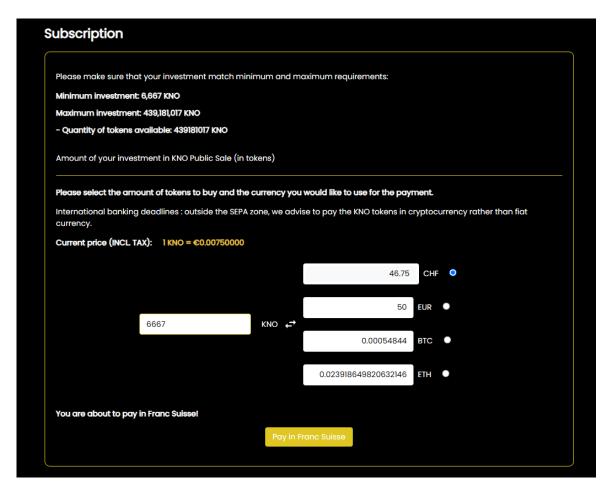
The exchange rate between the token's unit price expression currency (Euro) and the settlement currency (BTC, ETH) is taken the instant the subscriber clicks on the "Start investing" button. The amount to be paid in fiat or crypto is frozen in the user's subscription history.

In case of settlement in crypto currency (BTC, ETH), the data source used is the <u>Coinmarketcap Pro API</u>, in particular the /cryptocurrency/quotes/latest service.



In case of fiat currency (EUR) settlement, the data source used is the <u>Open Exchange Rates API</u>, specifically the last time-series value.

Note that in the absence of a payment, if the time elapsed since the time of the reservation of the tokens reaches a limit, then the subscription is marked as expired. **KNWOLEDGE PROCESS SA** may then decide to extend the settlement period or to cancel the subscription (e.g. if the exchange rate of the settlement currency has fallen during this period).



The cliff is a post-Offer period during which certain tokens are completely locked, i.e. non-transferable.

Different investor groups and different tokens may be subject to different cliffs. Tokens subject to a cliff are non-transferable until the end of the cliff. Tokens that are not subject to a cliff are transferable.

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b/ Conditions under which the Issuer may redeem or cancel tokens

The Issuer reserves the right to redeem KNO tokens available on the exchange on the secondary market. These buybacks are part of a program to regulate liquidity and stabilize the value of the token. A portion of the repurchased tokens may be burned, reducing the total supply of KNO tokens in circulation, or held in a reserve wallet for future redistribution (airdrop, incentive programs, etc.). These transactions will be publicly verified on the blockchain and may be subject to an annual transparency report.

c/ Custody of the treasury tokens and KNO tokens allocated to the team, partners, advisors

There is a cliff and vesting period for tokens intended for the team and partners. The tokens will be made available to team members, partners and advisors at the end of the Offer under the conditions described in Chapter 5.4. "Indication of possible discounts in favour of categories of subscribers".

d/ Staggered delivery of KNO tokens

The delivery of the **KNO** tokens will be carried out under the conditions indicated in the previous table entitled "Offering Specification" in chapter 5.10.a/ "Dilution and release of the token".

e/ Communication from the Issuer on any element that may have an impact on the value of the tokens and on the use of the funds and digital assets raised in connection with the Offering

Each year, **the Issuer** commits to publishing a comprehensive report that informs the public about the project's progress, highlighting the major accomplishments, challenges overcome, and milestones that have marked the year.

In the interest of maintaining optimal transparency, the main purpose of this annual communication is to provide a detailed account of the use of the funds and digital assets raised in connection with the Offering. This annual report also aims to provide a non-exhaustive overview of the project's progress, including detailed updates on the learning platform's technological developments, information related to the **KNO** token, new strategic partnerships as well as growth and innovation initiatives.

In addition, it offers an overview of the assumptions of the strategic directions, highlighting how the company intends to continue to innovate and expand its impact.



6. TECHNICAL TERMS OF THE TOKEN ISSUANCE

6.1. DESCRIPTION OF TECHNICAL SPECIFICATIONS

At the end of the Initial Coin Offering, the **KNO** token will be launched on the Polygon protocol. The **KNO** token will be deployed using an open-source ERC-20 smart contract.

The protocol is a technical standard for tokens on the Ethereum blockchain.

The use of the ERC-20 standard allows for increased interoperability and facilitates the integration of tokens into exchanges, wallets and applications. This token standard has established itself as the industry benchmark for token issuance, mainly due to the strength of the software and its many support tools available.

a/ Description of the shared recording device protocol

During the Offering, the **KNO** token will be implemented on the Polygon protocol. The use of the ERC-20 standard allows for increased interoperability and facilitates the integration of tokens into exchange platforms.

b/ Technical architecture

The **KNO** token will be deployed with the latest and most stable version of the smart contracts that make up the ERC-20, in compliance with <u>Open Zeppelin's Github repository</u>, with no customization.

c/Standardization standards used

The deployment will be based on an ERC-20 implementation of OpenZeppelin

6.2. COMPUTER LINK ALLOWING THE AUTOMATIC ISSUANCE OF TOKENS

Contracts - OpenZeppelin Docs

6.3. THIRD-PARTY AUDIT

The **KNO** token smart contract **will** be developed and reviewed by **TALIUM** and internally by a team of developers. A security audit will take place at the end of the Offer.



6.4. ICO ACCOUNTING TREATMENT

On the one hand, the accounting treatment of the tokens issued is determined according to the rights and obligations attached to the tokens and described in the information documents made available to subscribers and holders.

On the other hand, the way in which the tokens held are accounted for is based on the analysis of the intent to use the services associated with these tokens.

According to a definition proposed by the regulations, "a token is any intangible asset representing, in digital form, one or more rights that can be issued, registered, stored or transferred by means of a shared electronic recording device, making it possible to identify, directly or indirectly, the owner of the said asset".

Unlike shares, tokens do not represent shares held in the company issuing the tokens but rather correspond to a right to use the service.

The regulation distinguishes between two types of token offerings: token offerings with the characteristics of financial securities and financial contracts and token offerings that do not have the characteristics of financial securities, financial contracts or cash certificates.

These include equity securities issued by joint-stock companies, debt securities, units in collective investment undertakings and financial futures instruments. These are accounted for in accordance with the provisions laid down in the general accounting plan for financial securities, forward financial instruments or cash certificates.

The accounting treatment of these tokens is determined according to the rights and obligations attached to the tokens and described in the information documents made available to subscribers and holders.

In our Offering, the funds raised in the Offering will be considered as deferred revenue and will be recognized by **KNOWLEDGE PROCESS SA** as actual revenue, once the **KNO** tokens are delivered to the subscribers, according to the schedule described in Chapter 5.9. "Offering Calendar".

If the soft cap is achieved, they are recognized as revenue, as the **Issuer**'s obligations to the subscribers will be fully fulfilled by the delivery of the tokens alone.

The sums collected will be considered as definitively acquired by the Issuer and will be recognized as income. The rights and obligations attached to the tokens are valued on the date of issuance of the tokens for their subscription price.



7. RETENTION AND RETURN OF FUNDS AND DIGITAL ASSETS COLLECTED IN CONNECTION WITH THE TOKEN OFFERING

7.1. TRACKING AND SAFEGUARDING FUNDS AND DIGITAL ASSETS COLLECTED

a/ Detailed description of the methods of collecting and managing the funds and assets collected

The Issuer has chosen to raise funds in different currencies, including the Euro (EUR) and the Swiss Franc (CHF), and digital assets such as Bitcoin (BTC), Ethereum (ETH).

- When the subscriber decides to pay in euros, payments will be made by bank transfer or card payment via the STRIPE PSP, integrated into the TALIUM ASSETS application (see TALIUM contract in Appendix 2) to the bank account.
- When the subscriber decides to pay in digital assets, the payment will be made by sending BTC, ETH to the respective wallet addresses listed below. In any case, this payment will be made at the end of the KYC and AML process via our provider TALIUM on our digital wallets.

b/ Form of the mechanism(s) for monitoring and safeguarding funds and assets retained by the Issuer

The mechanism for tracking funds and assets held and used by **the Issuer** will be retained as follows:

- The euro and Swiss Franc funds raised during the Offer will be deposited with Bank. These funds will only be used during the Offer under the conditions set out in Chapter 2.7. "Allocation of funds and digital assets raised in the Offering and use of treasury tokens".
- As for the digital assets, they will be deposited in a METAMASK wallet or other wallet allowing the receipt of ERC-20 tokens at the end of the Offering.



c/ Recipient of digital funds and assets

The deposit of funds is in the issuer's accounts.

Details of the bank account and addresses designed to receive and send digital assets dedicated specifically to the Offer:

For payments in Swiss francs and euros, the bank account details (in Appendix 1) with the bank: CH770240 002400546658.01 0240 5466G 5801 G

For BTC or ETH payments, the addresses are as follows:

Digital Wallet Address

ETH: 0xF25aB591E16330325ceBc6054c6AC532C919999F

Digital Wallet Address

BTC: bc1qzyt5juw5let3xmh0s7qv8nvmhvtycncf5a9rz4

d/ Foreign exchange risk management

Raised digital assets cannot be converted into euros until Soft Cap is deemed to have been reached.

e/Commitment by the Issuer to retain or set up, at the end of the Offering, a safeguard mechanism for the funds and digital assets collected in connection with the Offering

There is no provision for safeguarding the funds and digital assets collected in connection with the Offer.



7.2. DETAILED DESCRIPTION OF THE POLICYHOLDER REFUND PROCESS

The funds and digital assets raised will be reimbursed to subscribers in the event of non-compliance with the Soft Cap, described in Chapter 2.5. "Financial needs for the development of the project and funding already obtained".

In all other cases, once the subscription has been made, there is no right of withdrawal or refund with the Issuer.

a/ Chargeable events and conditions

If the Soft Cap, as detailed in Chapter 5.2. "Expected amount of the issue: target amount, minimum amount allowing the project to be carried out (soft cap), maximum amount the achievement of which will lead to the automatic closure of subscriptions (hard cap)" is not reached, subscribers will be reimbursed for the funds and digital assets invested.

However, it should be noted that in all other cases, no right of withdrawal or refund of the investment will be granted.

b/ Reimbursement terms

Payments made in euros and Swiss francs.

All subscribers will receive the amount of funds they invested in the bank account from which they made the payment, but they will bear the cost of the bank transfer fee. There should be no exchange rate linked to this transaction, as all payments will be made in euros and all refunds, if any, will also be made in euros.

Payments made in BTC or ETH:

All subscribers will receive the amount of BTC or ETH they invested in the wallet address from which they made the transfer, but they will bear the cost of the network transfer fee.



8. KNOW-YOUR-POLICYHOLDER, ANTI-MONEY LAUNDERING AND SECURITY SYSTEM

8.1. DESCRIPTION OF THE MECHANISMS FOR KNOWING POLICYHOLDERS AND THE FIGHT AGAINST MONEY LAUNDERING PUT IN PLACE

A two-level internal and external procedure has been determined by **the Issuer** and its partners **TALIUM ASSETS** and **SUMSUB**, to detect and prevent money laundering and terrorist financing activities.

Indeed, **the Issuer** will ensure that the amounts of transactions carried out are consistent with the subscriber's professional activities. Using the **TALIUM ASSETS platform** and its integration of the service provider **SUMSUB**, it will make it possible to study the risk profile presented by the commercial relationship and the origin of the funds concerned by the operations in compliance with AML/CFT regulatory standards.

Transactions and patterns of behavior that may be suspicious will be monitored and verified in accordance with regulatory compliance and security standards in connection with our Offering.

a/Tracfin Information Officer

The KYC procedure "Know Your Policyholders", anti-money laundering and countering the financing of terrorism is carried out through the **TALIUM ASSETS** platform with SUMSUB's KYC/AML services.

For all subscription transactions, the control of Tracfin's transactions and declarant is entrusted to Mr. Yvan JOLY, in charge of verifying the compliance of the internal procedure for the fight against money laundering and the financing of terrorism throughout the duration of the Offer.

b/KYC/AML-CFT procedure

In accordance with the laws in force at the time of the offer, the Token Issuer is a utility token.

Devices put in place by the Token Issuer:

- A system has been defined and implemented to identify potential subscribers to the Token Offering and to verify its identification elements.
- A system for assessing the risks of money laundering and terrorist financing has been defined and implemented.



c/ Risk classification

A risk classification has been established. It is at the heart of the AML/CFT system. It is essential to take a risk-based approach and adjust our monitoring system according to each level of risk.

Level 1, known as "Standard Risk" = all subscribers will be subject to the security measures of the platform set up by **TALIUM ASSETS** and its service provider **SUMSUB**.

Level 2 known as "High risk" = implementation of reinforced vigilance measures.

Given the volume and nature of the Offering and the risks involved, enhanced due diligence will be applicable to all underwriters, which will provide a more accurate picture of these underwriters. A more informed decision can be made on whether to accept or reject potential policyholders, with the application of the security measures and controls applied explained in Appendix 5.

REMINDER OF ANTI-MONEY LAUNDERING AND ANTI-TERRORISM REGULATORY STANDARDS

At the international level:

The recommendations of the Financial Action Task Force (FATF).

The United Nations International Convention for the Suppression of the Financing of Terrorism.

At the European level:

Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing and Directives 2009/138/EC and 2013/36/EU.

Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on information accompanying transfers of funds.

Directive (EU) 2015/849 of the European Parliament and of the Council.

The 6th AMLD entered into force in June 2021 and had the main objective of harmonising the definition of money laundering by introducing a list of 22 offences considered criminal activities.

The 6th Directive also defined the initiators, facilitators and instigators of crimes as accomplices. In the event of flagrante delicto or lack of control, they will then be considered as individuals benefiting directly from the offence and will therefore be liable to the same criminal sanctions. Criminal liability is also extended to legal persons under the 6th Directive.

Any offence found in the context of money laundering activity is now punishable by a minimum sentence of 4 years in prison (previously 1 year).

In terms of Swiss regulations:

The guidelines under the authority of FINMA and MICA will be implemented in the coming months.



Abnormally high amounts constitute a higher risk of money laundering and will be the subject of a Tracfin declaration, in order to signal a risk to finalize the underwriting risk. see Annex 3 "Tracfin internal AML/CFT procedure".

d/ Security measures and controls applied

All security checks and measures will be implemented before the subscriber is allowed to receive **KNO tokens**.

Subscribers will follow the same procedure, regardless of the number of tokens subscribed.

Each subscriber will have to complete the verification process on the **www.knocoin.com** subscription platform. During the KYC process, subscribers will be asked to share official information and documents to be able to verify their identity. Each subscriber will follow this procedure.

Identification and verification of the identity of the subscriber, knowledge of KYC subscribers:

- For individuals, the identification of the client and the verification of their identity must be carried out from a valid official document with a photograph. A copy of the document must be kept and must contain the following information (to be confirmed according to local regulations): surname, first names, date and place of birth, type of identity document with number, date and place of issue, name of the authority that issued it. The subscriber will have to provide official identification documents such as an identity card, a passport.
- Legal persons are subject to the same process, namely the communication of the
 original version or copy of any act or extract from an official register dated less than
 three months or an extract from the Official Journal, establishing the name, surname,
 registration number, legal form, address of the registered office and the identity of the
 directors, shareholders and corporate officers, legal representatives or their
 equivalents under foreign law, when required by local regulations.

Subscription operation

The payment transaction is carried out from an account opened in the name of the subscriber with an institution established in a Member State of the European Union, in a State party to the Agreement on the European Economic Area or in a third country whose legislation imposes equivalent requirements in the fight against money laundering and the financing of terrorism.

If the customer is not physically present for identification purposes, the implementation of at least two complementary measures, such as :

the collection of a copy of an additional document proving identity and the making of a first payment in legal tender of at least one euro, from or to an account opened with a person, established in a Member State of the European Union or in a State party to the Agreement on the European Economic Area or in a third country imposing equivalent anti-money laundering and countering the financing of terrorism obligations.



Detection and analysis of atypical transactions

Detection of atypical transactions

The detection must cover all the activities and operations carried out by potential subscribers. The configuration is based on the risk classification and risk profile of the business relationships. The regular update will be transmitted in the **TALIUM interface**.

Alert analysis

Any transaction detected by the monitoring device does not give rise to a suspicious transaction report solely because it is unusual but must be the subject of an analysis that concludes that there is a suspicion or that it is impossible for **the Issuer** to dispel doubts about the transaction.

All alerts generated are monitored and analysed by persons designated by **the Issuer** (this analysis cannot be carried out by automated systems alone). The alerts are analysed in the light of the elements of knowledge of the business relationship, updated, if necessary, on this occasion. The analysis shall be carried out based on all the information available to him or to which he can have access.

If the doubt persists after the analysis of an alert, additional information should be requested from the subscriber. The behaviour of the latter as well as the state and quality of the information collected constitute enlightening clues. These steps make it possible to remove doubt or structure suspicion.

The analysis can thus lead to:

- A duly justified and documented dismissal without further action;
- A reinforced examination;
- A suspicious transaction report (only suspicious transactions at the end of the analysis must be reported to Tracfin or the foreign FIU responsible for entities established abroad).



(e) Technical aspect of the anti-money-laundering and counter-terrorism procedure

1st level: TALIUM SARL AND KYC SUMSUB

To this end, **the Issuer** has entered a contract with **TALIUM SARL**, registered with the Nanterre Trade and Companies Register under registration number 789 179 256, a technology provider in partnership with **SUMSUB**, registered with the Companies Register under registration number 848 016 176, to ensure that the processes of the www.knocoin.com subscription platform fully comply with the applicable regulations.

The verification of the identity of subscribers and the application of vigilance against the risks of money laundering and terrorist financing are carried out via the interface of the **TALIUM ASSETS** application in order to enable an efficient and secure implementation of AML/CFT control procedures.

All transactions will go through the **TALIUM ASSETS platform** and its integration with the service provider **SUMSUB**.

For example, through the use of the **TALIUM ASSETS platform**.

- **TALIUM** is the publisher of the subscription platform.
- **TALIUM** offers a white-label SAAS solution for intermediaries, allowing the implementation of a marketplace.
- **TALIUM** is a technology integrator specializing in digital transformation projects with blockchain. He will carry out token creation and registration services.

All transactions will go through the **TALIUM** platform, both for subscriptions in euros and in digital currency.

- **TALIUM** has been tasked with providing assistance and advice on the structuring and full implementation of the Offering:
 - Contract for the supply of technologies in APIs,
 - Installation of secure payment methods via payment service providers,
 - Smart contract,
 - Vesting and cliffing of tokens,
 - KYC Provider via its partner SUMSUB,

Then by the integration of TALIUM's partner: SUMSUB

SUMSUB ensures compliance with AML/CFT processes, through its recognized KYC skills.

SUMSUB is ETSI TS 119 461 certified, the European technical standard for identity verification and trust services published by the European Telecommunications Standards Institute (ETSI).



SUMSUB acts as an Identity Verification Service Provider (IPSP) for Qualified Trust Service Providers (QTSPs) and guarantees the Know Your Customer (KYC) journey on behalf of **TALIUM**.

2ND LEVEL: INTERNAL SYSTEM IN CASE OF DOUBT TO BE REMOVED OR FOR TRACFIN DECLARATION

With the information from **TALIUM SARL** and **SUMSUB**, an internal control will be carried out by **KNOWLEDGE PROCESS SA**, with the aim of analysing and grouping the necessary information on the source(s) of the funds, in the event of doubts to be removed or a Tracfin declaration.

8.2. DESCRIPTION OF THE CYBERSECURITY AND TECHNICAL MALFUNCTION DETECTION SYSTEMS PUT IN PLACE

The underwriting platform used to perform the KYC onboarding process is hosted by **TALIUM**.

ITHI and **TALIUM** have implemented the following procedures:

An advanced **firewall** monitors and controls inbound and outbound network traffic. It blocks unauthorized intrusions and malicious access attempts.

Authentication **protocols** ensure that only authorized users can access the subscription platform. This includes the use of strong passwords, additional security measures such as two-factor authentication, and secure access key management.

Real-time monitoring detects suspicious or anomalous activity on the underwriting platform. This allows us to quickly identify any intrusion or unauthorized access attempts and take the necessary steps to remediate them.

A **strict password management policy** requires users to choose strong passwords and update them regularly.

Regular **security audits** will be conducted by **TALIUM** to identify potential vulnerabilities and ensure that our infrastructure and systems are up to date in terms of security patches. This allows us to maintain a high level of security and prevent potential attacks. The full security audit (with detection of scenarios and attack paths) will take place twice a year for local networks and web servers. Continuous training in cybersecurity and best practices will take place for the entire team, with testing and testing in real conditions of the acquired knowledge.

Here is an example of a procedure in the event of a malfunction and problem resolution:

In case of malfunction: Identify the specific problem or malfunction that is occurring in the computer system.

Recording the malfunction: Document the malfunction in detail, noting the symptoms, errors encountered, and steps that led to the problem, with the goal of providing accurate information when resolving the problem.



Root cause analysis: Perform a thorough analysis to determine the underlying cause of the malfunction. This may involve testing, diagnostics, and reviewing error logs to identify contributing factors.

Prioritization: Rank the malfunction based on its impact and urgency. This helps determine the order in which issues are resolved.

Troubleshooting: Identify and implement the corrective actions needed to resolve the malfunction. This may involve actions such as troubleshooting, repairing, configuring, or updating system components.

Testing and verification: Once the issue resolution is applied, perform tests to ensure that the malfunction has been resolved successfully. Check if the system is working properly and if performance is restored.

Documentation and follow-up: Document all the steps taken to resolve the malfunction. This will serve as a future reference in case of similar problems. Also follow up to ensure that the malfunction does not recur and that the solution put in place is effective.

9. APPLICABLE LAW AND COMPETENT COURTS

9.1. DESCRIPTION OF APPLICABLE LAW

The Offer is executed in accordance with and governed by Swiss law.

9.2. COMPETENT COURTS IN THE EVENT OF A DISPUTE

In the event of a dispute, only the courts of Geneva, Switzerland, will have jurisdiction depending on the nature of the dispute and in compliance with procedural law.

9.3. TAX REGIME APPLICABLE TO THE HOLDING OF TOKENS IN SWITZERLAND

It is the responsibility of all policyholders, regardless of their country of residence, to comply with the tax rules in force in their respective countries.

The following information is provided for information purposes only and presents the main tax consequences for subscribers residing in Switzerland, in connection with the subscription and sale of digital tokens. However, this information does not prove to be an exhaustive analysis, nor is it a complete list of all the potential tax effects of subscribing to and selling tokens for each subscriber.

It is important to note that the information presented below is subject to change. These changes may be retroactive and may impact on the tax consequences described below. We also invite subscribers to KNO token to consult their own tax advisors.

a/ Swiss resident individual

Swiss resident individuals who do not habitually acquire digital assets for resale.

Every Swiss resident must declare his or her income and profits, family expenses and other information necessary for the calculation of income tax, including information relating to the cap on tax benefits and the levy.

Persons or entities who are tax domiciled in Switzerland and receive income from abroad must include this income in their tax return. The tax authorities calculate the tax taking into account the legal deductions and expenses deducted from the overall income, and the tax notices must detail these calculations.

b/ Swiss resident company subject to corporate income tax

Each Swiss resident company must provide its accounts with the traceability of exchanges on investments in cryptoassets.





10. CERTIFICATION OF THE PERSON IN CHARGE

"I certify, after having taken all reasonable measures to this effect, that the information contained in the information document is, to the best of my knowledge, true and does not contain any omission likely to alter its scope."

Thip PIAU

(Extract from the criminal record in appendix 8)