Supplement

to the

PROSPECTUS

for the issue and public offer of up to 5,000,000 Trada Tokens ISIN: LI1194956895





XDCTEQ AG

(Incorporated as a joint stock company (Aktiengesellschaft) under the laws of the Principality of Liechtenstein)

This supplement (the "Supplement") is a supplement pursuant to Article 23 of Regulation (EC) 2017/1129 (the "Prospectus Regulation") and must be read in conjunction with the Prospectus dated 04.07.2022 (the "Original Prospectus"). The Original Prospectus and supplements to the Prospectus are to be regarded and understood as one single document (together: the "Prospectus") and this Supplement must always be read together with the Original Prospectus as supplemented.

The Original Prospectus was approved by the Liechtenstein Financial Market Authority on 04.07.2022. The definitions and abbreviations used in this Supplement have the same meaning as those used in the Original Prospectus.

The Original Prospectus, the Supplement and a consolidated version of the Prospectus including all amendments made with this Supplement can be downloaded free of charge from the Issuer's website https://www.xdcteq.io/.

Pursuant to Art 23 of the Prospectus Regulation, investors who have made a declaration of intent to purchase or subscribe the securities prior to publication of the supplement have the right to revoke such declaration within a period of two working days after publication of the supplement if the new circumstance or inaccuracy as defined by Art 23 para 1 of the Prospectus Regulation have emerged prior to the final closing of the public offering or prior to delivery of the securities.

The revocation does not have to contain a reason yet must be stated in writing to the following address:

XDCTEQ AG Herrengasse 30 9490 Vaduz Liechtenstein

And a copy to the following

E-Mail: info@xdcteq.io

Timely dispatch of the revocation is decisive for meeting the deadline.

This Supplement has been prepared and signed by the Issuer. The Issuer is responsible for the accuracy and completeness of both the Original Prospectus and this Supplement. The Issuer has diligently provided all information necessary to ensure that the information and statements contained in this Supplement are accurate and that no facts have been omitted which could alter the contents of the Original Prospectus and / or this Supplement.

This Supplement was approved by the Liechtenstein Financial Market Authority on 15.11.2022. The Original Prospectus and the Supplement have been filed with the Liechtenstein Financial Market Authority and have been published.

The Prospectus is amended and now, in the sections outlined below, contains amended or additional passages, and reads as follows:

previous version

IMPORTANT NOTICE

General

It comprises a summary, information regarding the Issuer and Information regarding the securities which have been issued and are offered to the public in Liechtenstein, Germany, Austria, Czech; Denmark, Luxemburg, Malta; the Netherlands and Ireland (together the "Public Offer Jurisdictions" and each, a "Public Offer Jurisdiction").

amended version

IMPORTANT NOTICE

General

It comprises a summary, information regarding the Issuer and Information regarding the securities which have been issued and are offered to the public in Liechtenstein, Germany, Austria, Czech; France, Denmark, Ireland, Italy Luxemburg, Malta; the Netherlands, Poland, Portugal, Spain (together the "Public Offer Jurisdictions" and each, a "Public Offer Jurisdiction").

I. Glossary

"Assets" means any receivable, receipt, loan, claim, lease or other asset in which the Issuer has acquired an interest or participation and shall include any amounts held in cash or XDC held by the Issuer.

"Issuer" means XDCTEQ AG, a joint stock company (Aktiengesellschaft) having its registered office at Werdenbergweg 11, 9490 Vaduz, FL-0002, Liechtenstein, or any New Issuer.

I. Glossary

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"Issuer" means XDCTEQ AG, a joint stock company (Aktiengesellschaft) having its registered office at Herrengasse 30, 9490 Vaduz, FL-0002.679.438-9, Liechtenstein, or any New Issuer.

2. Introduction

The subject of this Prospectus is the offer of XDCTEQ AG, Werdenbergerweg 11, 9490 Vaduz, Principality of Liechtenstein ("Liechtenstein"), FL-0002.0002.679.438-9 for the issue of Trada Tokens ("Issuer"). The legal and commercial name of the Issuer is XDCTEQ AG. (LEI 529900ZSSDCI9JKKJG02). The ISIN is LI1194956895.

2. Introduction

The subject of this Prospectus is the offer of XDCTEQ AG, Herrengasse 30, 9490 Vaduz, Principality of Liechtenstein, FL-0002.0002.679.438-9 for the issue of Trada Tokens ("Issuer"). The legal and commercial name of the Issuer is XDCTEQ AG. (LEI 529900ZSSDCI9JKKJG02). The ISIN is LI1194956895.

B. KEY INFORMATION ON THE ISSUER

Who is the Issuer of the securities?

1. Domicile and legal form

The Issuer (LEI: 529900ZSSDCI9JKKJG02) with the commercial name XDCTEQ AG is a stock

B. KEY INFORMATION ON THE ISSUER

Who is the Issuer of the securities?

1. Domicile and legal form

The Issuer (LEI: 529900ZSSDCI9JKKJG02) with the commercial name XDCTEQ AG is a stock

company established in Liechtenstein under the laws of the Principality of Liechtenstein and is subject to the laws of the Principality of Liechtenstein. The company's headquarters is Werdenbergerweg 11, 9490 Vaduz, Liechtenstein (FL-0002.679.438-9).

company established in Liechtenstein under the laws of the Principality of Liechtenstein and is subject to the laws of the Principality of Liechtenstein. The company's headquarters is Herrengasse 30, 9490 Vaduz, Liechtenstein (FL-0002.679.438-9).

4. Directors

The members of the board of directors of XDCTEQ AG are Christoph Gugelmann and Nils Behling and Martin Michael Wachter.

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SECTION 4. INFORMATION ABOUT THE ISSUER

Registered office and address

The registered office of the Issuer is at Werdenbergerweg 11, Liechtenstein (phone number: 00423 235 58 58). The management is available at nbehling@tradeteq.com and office@sercor.com. The website of the Issuer is: www.XDCteq.io. The information on the issuer's website should not be construed as part of the information in this Prospectus. The company was founded in the legal form of a stock company (AG), in accordance with the law of the Principality of Liechtenstein, which is the applicable law for the Issuer.

SECTION 4. INFORMATION ABOUT THE ISSUER

Registered office and address

The registered office of the Issuer is at Herrengasse 30, Liechtenstein (phone number: 00423 797 86 81). The management is available at nils@xdcteq.io and info@xdcteq.io. The website of the Issuer is: www.XDCteq.io. The information on the issuer's website should not be construed as part of the information in this Prospectus. The company was founded in the legal form of a stock company (AG), in accordance with the law of the Principality of Liechtenstein, which is the applicable law for the Issuer.

D. KEY INFORMATION ON THE SECURITY

What are the main features of the Security?

1. Description and Security

The subject of this Prospectus is the offer of digital security tokens (the "Trada Tokens"), with each Trada Token representing a derivative security. The Trada Tokens will be XRC-20 compliant (not to be confused with ERC-20) and will be issued in the form of book-entry securities (Wertrechte).

The Trada Tokens constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank pari passu among themselves with all other unsecured,

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The Trada Tokens constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank pari passu among themselves with all other unsecured,

unsubordinated obligations of the Issuer, without prejudice to any such liabilities which may be given priority by law. Payments to certain creditors of the Issuer will rank ahead of payments being made to the Subscribers.

The Issuer shall issue up to USD 5,000,000 of Trada Tokens on the basis of this Prospectus.

The Trada Tokens will have a minimum denomination of USD 100 and integral multiples of USD 1 in excess thereof. The minimum subscription amount per investor is USD 100. There is no maximum subscription limit per investor. The underlying currency is USD.

Maturity:

The Trada Tokens will mature on 3. July 2023. Payment of the principal Liquidation Value of the Trada Tokens would be made on the Maturity Date.

Transaction Expenses" consist of the following:

- a fee of 100 basis points calculated by reference to the Aggregate Asset Amount as at the Maturity Date due to the Calculation Agent;
- audit fees in respect of the Issuer (plus VAT, if any);
- III. amounts (plus VAT, if any), which are payable by the Issuer to third parties (excluding any amount payable to any Asset Sellers) that have become payable under obligations incurred in the course of the Issuer's business and not provided for payment elsewhere; and
- IV. the fees, costs and expenses reasonably and properly incurred and payable and other indemnity amounts payable by the Issuer to any third party (including, in respect of the Issuer, to the Tokenholders but excluding,

unsubordinated obligations of the Issuer, without prejudice to any such liabilities which may be given priority by law. Payments to certain creditors of the Issuer will rank ahead of payments being made to the Subscribers.

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Maturity:

The Trada Tokens will mature on **30. September 2023.** Payment of the principal Liquidation Value (less fees and expenses) of the Trada Tokens would be made on the Maturity Date.

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- a fee of 100 basis points calculated by reference to the Aggregate Asset Amount as at the Maturity Date due to the Calculation Agent;
- audit fees in respect of the Issuer (plus VAT, if any);
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in the case of the Tokenholders, any tax liabilities and excluding any amount payable to any Asset Seller) in connection with the issuance of Trada Tokens as determined by the Issuer.

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4. Currency

The Trada Tokens will be issued in USD. However, subscribers can also subscribe for the Trada Tokens for the following Cryptocurrency: XDC.

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The Trada Tokens will be issued in USD. However, subscribers can also subscribe for the Trada Tokens for the following Cryptocurrency: XDC, USDT, USDC and every other cryptocurrency accepted by the issuer upon written consent.

7. Currency

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The base currency of the Trada Tokens will be USD. However, subscribers can also subscribe for the Trada Tokens for the following Cryptocurrency: XDC, USDT, USDC and every other cryptocurrency accepted by the issuer upon written consent.

E. BASIC INFORMATION ON THE OFFERING

Under which conditions and timetable can I invest in this security?

The Offering will start in the Principality of Liechtenstein on 4. July 2022. During the Offer Period, the Issuer will offer and sell Trada Tokens at the subscription price, which is USD 1.00 per Trada Token (the "Subscription Price").

The Issuer reserves the right to cancel the Offering at any time before the Closing Date. In this event, the Issuer shall publish a notice of cancellation (a "Notice of Cancellation") on the date that it makes such a decision and shall repay

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to Subscribers all amounts that the Issuer has received from the Subscribers in payment for the Trada Tokens not later than two months after the date of the Notice of Cancellation.

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The minimum amount to be subscribed by each Subscriber is USD 100.

The minimum amount to be subscribed by each Subscriber is USD 100 or the equivalent of USD 100 in the cryptocurrency accepted in this prospectus or by the Issuer upon written consent.

The Issuer will issue Trada Tokens to Subscribers within 14 days of receipt of subscription monies and will credit the Trada Tokens to the custodial wallet designated by the Subscriber. Subscribers shall arrange for payment of the Subscription Price in USD, or XDC. Payments in USD shall be made to the relevant bank account of the Issuer as notified to the Subscriber by the Issuer. Payments in XDC shall be made to the custodial wallet of the Issuer as notified to the Subscriber by the Issuer. The Issuer may refuse acceptance of a payment without any further justification or explanation. All payments received in XDC will be converted into USD at prevailing market rates. Payments received in XDC will be collected and converted at regular intervals of up to ten days provided that amounts exceeding corresponding value of USD 50,000 have been received and are waiting to be exchanged. Exchange rates are determined by a broker selected by the Issuer at its sole and absolute discretion on a best execution basis, using data of a number of leading cryptocurrency exchanges. The Issuer reserves the right to amend the method for determining exchange rates or the source of data used to determine exchange rates at its sole and absolute discretion during the Offer Period.

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the right to amend the method for determining exchange rates or the source of data used to determine exchange rates at its sole and absolute discretion during the Offer Period.

III. Registration form

RESPONSIBLE PERSON(S), EXPERT REPORTS
AND APPROVAL OF THE COMPETENT
AUTHORITY

1. Responsible person(s)

The Issuer is responsible for the content of this Prospectus.

The executive body of XDCTEQ AG is the board of directors. Members of the board of directors are Christoph Gugelmann, Nils Behling and Michael Martin Wachter.

SECTION 2. RISK FACTORS

RISK FACTORS RELATING TO THE Note (Trada Token)

h. Exchange rate risk

Subscriptions for the Trada Tokens may be made in XDC. A Subscriber who has subscribed for the Trada Tokens in XDC will receive all payments made under the Trada Tokens in XDC unless the Subscriber elects to receive payments in USD by notifying the Issuer in writing.

Cryptocurrencies such as XDC, can be subject to significant fluctuations in value relative to fiat currencies. Subscription amounts received by the Issuer in XDC will be converted into fiat currencies in order to purchase Assets. In order to be able to make any payments to Subscribers who have subscribed in XDC, the Issuer must first exchange appropriate amounts of the relevant fiat currencies into XDC. The date of the exchange is determined by the Issuer in its sole

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SECTION 2. RISK FACTORS

RISK FACTORS RELATING TO THE Note (Trada Token)

h. Exchange rate risk

Subscriptions for the Trada Tokens may be made in XDC, <u>USDT</u>, <u>USDC</u> or any other cryptocurrency accepted by the issuer upon written consent. A Subscriber who has subscribed for the Trada Tokens in <u>XDC</u>, <u>USDT</u>, <u>USDC</u> or any other cryptocurrency accepted by the issuer upon written consent will receive all payments made under the Trada Tokens in XDC unless the Subscriber elects to receive payments in USD by notifying the Issuer in writing.

Cryptocurrencies such as XDC, USDT, USDC can be subject to significant fluctuations in value relative to fiat currencies. Subscription amounts received by the Issuer in XDC, USDT, USDC or any other cryptocurrency accepted by the issuer upon written consent will be converted into fiat currencies in order to purchase Assets. In order to be able to make any payments to Subscribers who have subscribed in XDC, USDT, USDC or any other cryptocurrency accepted by the Issuer

and absolute discretion in accordance with the Terms and Conditions. There is the risk that the time of exchange chosen by the Issuer may be unfavourable the to Subscriber. performance of the XDC against fiat currencies may be significantly impaired in the short term and fluctuations in exchange rates may occur before, during and after a conversion transaction and in particular may also be influenced by the exchange process itself if there is insufficient supply or demand on the relevant cryptocurrency exchange at that time.

upon written consent the Issuer must first exchange appropriate amounts of the relevant fiat currencies into XDC, USDT, USDC or any other cryptocurrency accepted by the issuer upon written consent. The date of the exchange is determined by the Issuer in its sole and absolute discretion in accordance with the Terms and Conditions. There is the risk that the time of exchange chosen by the Issuer may be unfavourable to the Subscriber. performance of the XDC, USDT, USDC or any other cryptocurrency accepted by the issuer upon written consent against fiat currencies may be significantly impaired in the short term and fluctuations in exchange rates may occur before, during and after a conversion transaction and in particular may also be influenced by the exchange process itself if there is insufficient supply or demand on the relevant cryptocurrency exchange at that time.

In any case where any payment to Subscribers who have subscribed in XDC, USDT, USDC or any other cryptocurrency accepted by the Issuer upon written consent has to be made in XDC, USDT, USDC or any other cryptocurrency accepted by the Issuer upon written consent to the Subscriber, the Subscriber bears the entire risk of the exchange. This in particular includes the risk that an exchange into XDC, USDT, USDC or any other cryptocurrency accepted by the Issuer upon written consent is not possible at all or only at substantial discounts as well as all costs associated with the exchange.

j. Insolvency of cryptocurrency exchanges

The Issuer will use cryptocurrency exchanges to exchange fiat currency for XDC and vice versa. There can be no assurances that a cryptocurrency exchange used by the Issuer for these purposes will always be able to make payments of XDC or fiat currencies and that a cryptocurrency exchange may become insolvent

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This may have a material adverse impact on the Token Reserve Value, the market value of the Trada Tokens and/or the ability of the Issuer to make payments that are due and payable under the Trada Tokens.

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Section 4. INFORMATION ABOUT THE ISSUER

Registered office and address

The registered office of the Issuer is at Werdenbergerweg 11, Liechtenstein (phone number: 00423 235 58 58). The management is available at nbehling@tradeteq.com and office@sercor.com. The website of the Issuer is: www.XDCteq.io. The information on the issuer's website should not be construed as part of the information in this Prospectus. The company was founded in the legal form of a stock company (AG), in accordance with the law of the Principality of Liechtenstein, which is the applicable law for the Issuer.

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Registered office and address

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5. TERMS AND CONDITIONS OF THE OFFERING/TRADA TOKEN

2.1 The minimum amount to be subscribed by each Subscriber is USD 100 (or the corresponding amount in XDC) with each TRADA Token minted in a nominal amount of USD 1. The conversion rate of USD to XDC will be determined by a broker selected, from time to time, by the Issuer in its sole and absolute discretion on a best execution basis using data from a number of leading exchanges that list XDC. The Issuer reserves the right to adapt the method for determining the conversion rate or

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the source for its calculation at its sole and absolute discretion on a daily basis during the Offering.

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SECTION 8. BOARD OF DIRECTORS, MANAGEMENT AND SUPERVISORY BODY

Board of Directors

The board of directors will define the strategic guidelines for the Issuer's business and be responsible for the oversight of the operational and financial management of the Issuer.

As at date of this Prospectus the board of directors consists of the following members:

Christoph Gugelmann, member of the board of directors, Swiss citizen, domiciled in London, United Kingdom.

Nils Behling, member of the board of directors, German citizen, domiciled in London, United Kingdom

Martin Michael Wachter, member of the board of directors, Liechtenstein citizen, domiciled in Werdenbergerweg 11. 9490 Vaduz.

The board of directors has not yet made use of the authority granted to it by the Articles of Association to delegate the management of the Company to individual members or third parties. The Issuer's board of directors is currently responsible for the management of the Issuer and forms the executive management itself.

None of the aforementioned members of the board of directors of the Issuer has ever been found guilty of any fraudulent crimes; none of the persons mentioned was ever responsible for

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None of the aforementioned members of the board of directors of the Issuer has ever been found guilty of any fraudulent crimes; none of the persons mentioned was ever responsible for or involved in insolvencies responsible; with regard to none of the persons mentioned public accusations and/or sanctions by public authorities or regulatory bodies (including professional associations) known; likewise none of the aforementioned persons has ever been tried by a court for the Membership in an administrative, management or supervisory body of an issuer or for activities in the management or for the conduct of the business of an issuer as regarded as unfit.

Christoph Gugelmann is a co-founder and the Chief Executive Officer of Tradeteg Limited. He was previously a portfolio manager at the Trafigura-owned Galena Asset Management in Geneva. Prior to that he was a managing director at Bank of America Merrill Lynch where he headed public and private side market solutions teams for European, Middle East and Africa. Prior to that he held various management positions at Goldman Sachs and Morgan Stanley in London, Frankfurt, and New York. He graduated finance and business in administration from the University of St. Gallen, Switzerland, in 1996.

Nils Behling is a co-founder and the Chief Financial Officer of Tradeteq Limited. Nils was previously a trade finance investor and a portfolio manager at Galena Asset Management. As a director in Merrill Lynch's FICC business he structured complex funding and capital markets solutions for banks and real-money clients. Nils started his career as a restructuring attorney with Weil, Goshala & Manges, working on crossborder debt advisory, business reorganisations, and NPL workouts. He is a Chartered Alternative Investment Analyst Association (CAIA) Charter holder.

Martin Michael Wachter is a trust specialist and is a state-licensed fiduciary with more than 20 years of experience. Martin Wachter began his career in French-speaking Switzerland at two or involved in insolvencies responsible; with regard to none of the persons mentioned public accusations and/or sanctions by public authorities or regulatory bodies (including professional associations) known; likewise none of the aforementioned persons has ever been tried by a court for the Membership in an administrative, management or supervisory body of an issuer or for activities in the management or for the conduct of the business of an issuer as regarded as unfit.

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Nils Behling is a co-founder and the Chief Financial Officer of Tradeteq Limited. Nils was previously a trade finance investor and a portfolio manager at Galena Asset Management. As a director in Merrill Lynch's FICC business he structured complex funding and capital markets solutions for banks and real-money clients. Nils started his career as a restructuring attorney with Weil, Goshala & Manges, working on cross-border debt advisory, business reorganisations, and NPL workouts. He is a Chartered Alternative Investment Analyst Association (CAIA) Charter holder.

Martin Michael Wachter is a trust specialist and is a state-licensed fiduciary with more than 20 years of experience. Martin Wachter began his career in French-speaking Switzerland at two

international banks, a fiduciary and audit company, as well as the auditors Price Waterhouse in Zurich. In 1991 he founded Sercor Treuhand Anstalt.

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SECTION 14. AVAILABLE DOCUMENTS

Investors may obtain free copies of the Prospectus as well as the Articles of Association of the Issuer and of XDCTEQ AG and annual financial statements and audit reports in writing at the address of the Issuer, being XDCTEQ AG, Werdenbergerweg 11, 9490 Vaduz, Liechtenstein (phone number: 00423 235 58 59) request them may via e-mail office@sercor.com.

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[Signature Page follows]

Signature Page

XDCTEQ AG

Board of Directors:

Nils Behling

Christoph dugelmann