

# THE FAIRWAY BRIEF

26 September 2023

## WHISTLEBLOWING REPORT UNCOVERING THE 17TH JULY CONSPIRACY AGAINST THE STAKEHOLDERS OF HEH HOLDING AG AND ITS SUBSIDIARIES - NCHAIN AG, NCHAIN LICENSING AG, NCHAIN UK LIMITED AND OTHERS

**This is a Whistleblowing Report** to the board of HEH Holding AG by the CEO, Christen Ager-Hanssen to inform the board that I have been horrified to discover that **Calvin Ayre, Marco Bianchi and the Fairway Family Office have perpetrated a criminal conspiracy** by which they have put in place a sophisticated mechanism, disguised from easy insight and discovery, through a set of contrived and unauthorised transactions put in place solely for the purpose that Calvin Ayre's wholly owned company, Indigo IP Holding Limited, should be able to extract and take over all of nChain Group's IP (and main line of business) at a significant undervalue

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# THE FAIRWAY BRIEF

## IN SHORT

### UNCOVERING THE 17TH JULY CONSPIRACY AGAINST THE STAKEHOLDERS OF HEH HOLDING AG AND IT'S SUBSIDIARIES

This is a Whistleblowing Report to the board of HEH Holding AG by the Group CEO, Christen Ager-Hanssen to inform the board that I have been horrified to discover that Calvin Ayre, Marco Bianchi and the Fairway Family Office have perpetrated a criminal conspiracy by which they have put in place a sophisticated mechanism, disguised from easy insight and discovery, through a set of contrived and unauthorised transactions put in place solely for the purpose that Calvin Ayre's wholly owned company, Indigo IP Holding Limited, should be able to extract and take over all of nChain Group's IP (and main line of business) at a significant undervalue

## BACKGROUND & INTRODUCTION

### DEFRAUDING NCHAIN STAKEHOLDERS IN AN ILLEGAL AND UNFAIR WAY

1. I refer to my appointment as Group CEO on the terms of the Consulting Agreement made between HEH Holding AG ("**HEH Holding**" and, together with its direct and indirect subsidiaries, the "**nChain Group**" or "**nChain**"), nChain AG and myself dated 17 March 2023. Pursuant thereto I am required to:

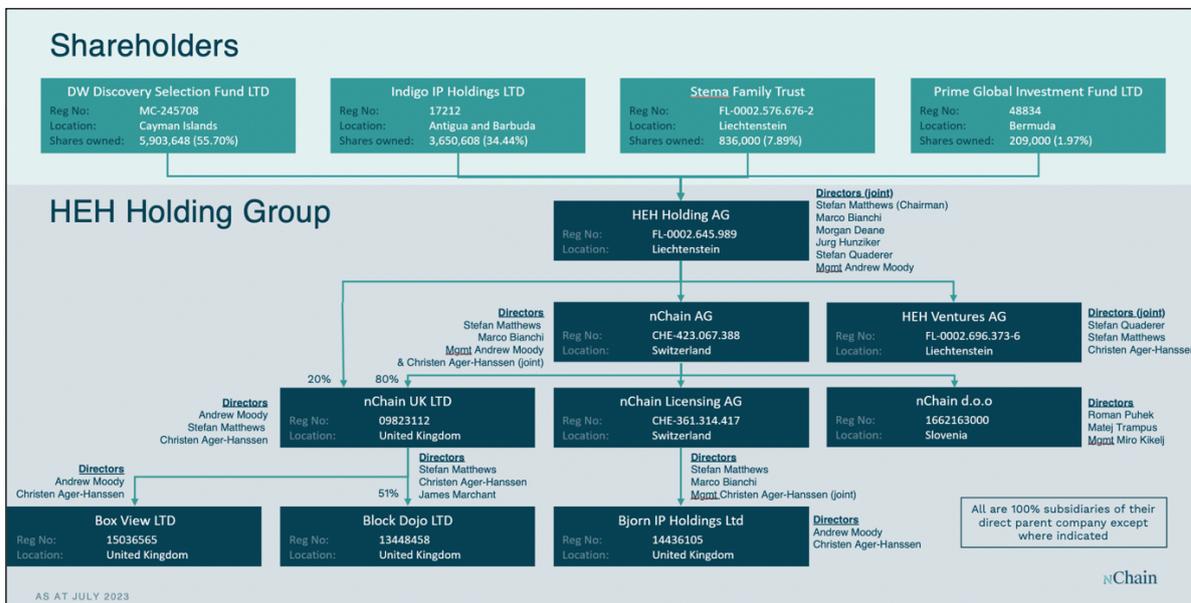
*" at all times to act in the best interests of the Group, in the way [I] consider in good faith, reasonably most likely to promote the success of the Group and its shareholders in accordance with all statutory, fiduciary and/or common law duties applicable to [my] position(s)" (paragraph 3.2(b)); and*

*"report [my] own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of any Group company to the Board immediately on becoming aware of it" (paragraph 3.2(h)).*

2. I am writing to inform you that I have been horrified to discover that Calvin Ayre, Marco Bianchi and the Fairway Family Office AG, a Swiss Financial Market Supervisory Authority (FINMA) regulated entity ("**Calvin's Family Office**") perpetrated **a criminal conspiracy** by which they have put in place a sophisticated mechanism, disguised from easy insight and discovery, through a set of contrived and unauthorised transactions put in place solely for the purpose that Calvin Ayre's wholly owned company, Indigo IP Holding Limited ("**Indigo**") (an approximately 1/3<sup>rd</sup> shareholder of HEH Holding and nChain Group), should be able to extract and take over all of nChain Group's IP (and main line of business) at a significant undervalue.
3. Such actions by Calvin Ayre, Marco Bianchi and Calvin's Family Office constitute a clear fraud on nChain Group (see below chart) and the other shareholders and LTIP holders of HEH Holding. Accordingly, and in accordance with my clear duty

as CEO of the nChain Group as set out above, I am obliged to inform you, in your capacity as Executive Chairman of the nChain Group, of such wrongdoing.

nChain Group: Shareholder and Group Structure July 2023



4. Further, I am deeply concerned that such behaviour has been made possible through a complete disregard of due process and corporate governance. The paradox here is that one of the main perpetrators, Marco Bianchi, is the man appointed by the Board to lead the drive to implement good corporate governance within the nChain Group.
5. However, the paradox can easily be explained when we know that Marco Bianchi is simply an enforcer who implements Calvin Ayre’s wishes and own non-compliant attitudes. According to Chairman Stefan Matthews, Calvin Ayre’s own stated views on Good Corporate Governance is that “the words sound nice”!
6. This sort of attitude shows a clear disdain and lack of respect for governance and compliance and the rule of laws, rules and regulations. It is further evidenced by various emails I have received from Calvin Ayre in my role as CEO of nChain Group in connection with Craig Wright’s upcoming court cases. Craig Wright’s ex-wife Lynn is a key witness in these cases. The emails from Calvin Ayre to me show that he is perfectly willing to unlawfully pressure Lynn into giving a favourable witness

statement in court in order to achieve what Calvin Ayre wants. This of course I do not accept as such behaviour is not only very obviously wrong, but if subsequently discovered, would also have a very negative impact on nChain. I was meant to meet with Lynn during my US trip in August, but chose not to do so after having received those emails from Calvin Ayre, as I wished to have no part to play in Calvin Ayre's attempts at witness tampering. (**See attachment 1**) for a summary of the agreement between Calvin Ayre and Lynn Wright. Below you can see email examples of emails from Calvin Ayre explaining his position and ability to influence one of the key witnesses in Craig Wright's upcoming COPA case

[Email on August 6 and 7 from Calvin Ayre regarding Craig's ex-wife Lynn Wright](#)

On Aug 7, 2023, at 3:52 AM, c <[REDACTED]> wrote:

Lynn has upside if she cooperates and helps us win...she has downside...getting funding cut and kicked out of my place, if she does not cooperate. She needs this explained to her but Sun...leave this to Christen. We want to help her, but its entirely up to her if we can.

C...

---

**From:** Conrad Druzeta <[REDACTED]>  
**Date:** Sunday, 6 August 2023 at 6:49 pm  
**To:** C <[REDACTED]>, Christen Ager-Hanssen <[REDACTED]>  
**Cc:** Zafar Ali <[REDACTED]>, Sun Kim <[REDACTED]>  
**Subject:** RE: Lynn Wright

Please find attached a summary of the agreements in place with Lynn.

cmd

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**From:** c <[REDACTED]>  
**Sent:** Sunday, August 6, 2023 9:17 AM  
**To:** Christen Ager-Hanssen <[REDACTED]>; Conrad Druzeta <[REDACTED]>  
**Cc:** ZAFAR ALI <[REDACTED]> n <[REDACTED]>  
**Subject:** Re: Lynn Wright

Ya....she would be suicidal if she refuses to help given that I am supporting her right now on the condition that she help Craig.

C...

7. Calvin Ayre also regularly tries to interfere in the day-to-day business of nChain Group by giving direct orders to Senior Management including the Group CFO, Andy Moody which of course is totally unacceptable and wrong. **See below as an example:**

Email, February 12th from Calvin Ayre short circuiting the Board and the CEO by giving the Group CFO direct instructions

**From:** c <[REDACTED]>  
**Sent:** Sunday, February 12, 2023 1:54:57 PM  
**To:** Andy Moody <[REDACTED]>  
**Cc:** Marco Bianchi <[REDACTED]>; Alain Muenger <[REDACTED]>  
**Subject:** FW: We are not restructuring nChain

Forgot to send this to you Andy. This is an order not a suggestion.

---

**From:** C [REDACTED]  
**Date:** Sunday, 12 February 2023 at 9:50 am  
**To:** Christen Ager-Hanssen [REDACTED]  
**Cc:** Stefan Matthews <[REDACTED]>, Marco Bianchi <[REDACTED]> Alain Muenger <[REDACTED]>  
**Subject:** We are not restructuring nChain

There would have to be a significant benefit and I do not see any benefit. Please stop wasting any time on this.

Thanks,

8. When I, during our trip to Mallorca 11-13 September, challenged you in your capacity as Executive Chairman of the nChain Group about our lack of corporate governance, you said to me that:

**“Marco Bianchi is the most non-compliant person on Earth!”**

and that you therefore want him removed from the Board. I am happy that we are aligned on this point. But having discussed some of these matters with you previously over the last couple of weeks, I feel you have not fully grasped the seriousness of the situation, particularly as regards the conspiracy to defraud nChain Group and its stakeholders as you keep saying we may try to amend some of the terms of the **17 July Transaction** (as defined and described below).

9. I have tried to explain that the **17 July Transaction** is invalid and that the Agreements must be replaced. You have replied that you think Calvin Ayre might be agreeable to make some small changes, but that this is entirely in Calvin's discretion. This strategy of being at the mercy of following Calvin's instructions and decisions and the proposed solution of minor amendments to agreements which I firmly believe are put in place as part of a criminal conspiracy is not acceptable to either nChain, myself or the core management team.
10. Reluctantly, you therefore leave me no choice but to formally whistleblow the wrongdoing perpetrated, the ongoing interference by Calvin's Family Office, the danger and liability they pose to nChain Group through their dishonesty and lack of corporate governance, in the genuinely sincere hope that you will join me in cleaning up this mess which Calvin and his Family Office have put us in. Otherwise the situation for nChain Group and its senior management is, frankly, untenable.
11. As you well know, I personally believe in honesty, transparency and maintaining the highest level of personal integrity. I take my duties as Group CEO seriously and I have always abided by my contractual obligations and fiduciary duties as well as best principles of good corporate governance. I have from day one of my appointment made it quite clear that in my capacity as Group CEO my duties are to the nChain Group and that I may properly only take instructions from, and report to, the Board and Chairman of the nChain Group.

12. I do not take direct instructions from individual Board members (unless there should be an underlying board resolution approving a direct instruction on a specific matter), nor do I take direct instructions from individual shareholders such as Calvin Ayre or their representatives such as Calvin's Family Office. To do so would be improper, contrary to corporate law and established principles of good corporate governance.
13. That is not to say that I cannot cooperate and liaise with Calvin or Calvin's Family Office and discuss matters and suggestions they make, or even liaise with members of the wider BSV ecosystem. I am also fully capable of agreeing to proposals for nChain to enter into agreements with Calvin Ayre controlled (directly or indirectly) companies (together the "**Ayre Group**") and third-parties or other members of the BSV ecosystem provided always, of course, that there is clear corporate benefit to nChain in doing so and that the agreements are commercially viable and entered into on proper arms' length terms for value following due and proper process of decision making.
14. However, since my appointment as Group CEO one year ago, it was very early on made clear to me that Calvin and Calvin's Family Office (and in particular head of Calvin's Family Office and a member of the Board of Directors of HEH Holding, Marco Bianchi) saw things very differently. In fact, they had little to no regard or understanding about company law, director's duties, principles of good corporate governance, issues such as shadow directorship and ensuring that each Company within the BSV ecosystem are operated as independent legal entities and with any transaction between them to be on arm's length terms for value. In fact, Marco Bianchi and his staff in Calvin's Family Office have from the very first day of my appointment treated me as reporting directly to them and tried unsuccessfully to give me instructions with the consequence that they had to resort to going behind my back to implement the **17 July Transaction** (as defined and described below).

15. Indeed, Calvin and Calvin's Family Office have been actively involved (or interfered) in every major decision of the nChain Group since my appointment. This, despite Calvin - until July 2023 - only officially owning less than 10% via Indigo, a wholly owned company of his. Since then, Indigo has as of 30 June 2023 acquired a further stake from DW Discovery Fund of the Cayman Islands ("**DW Cayman**") such that Indigo now owns approximately 34% of the shares in HEH Holding. However, this increased stake does not of its own give Calvin or Calvin's Family Office and Marco Bianchi any further rights to direct the Board and Management and/or the day-to day running of nChain Group as they do on a daily basis to the clear frustration of the staff and management. This causes confusion and blurred reporting lines and undermines management and creates a dysfunctional group.
  
16. As a matter of company law and good corporate governance, decisions and directions should properly be made, as applicable, by the Company in a General Meeting of its shareholders; the Board of (independently-minded) Directors and the Group CEO and the management team, and furthermore, all in accordance with the constitutional documents, Board Regulations and the Security-holders Agreement made between HEH Holding and its shareholders.
  
17. Throughout my tenure as Group CEO, I have regularly advised Calvin, Marco Bianchi and the rest of Calvin's Family Office not to act as if Calvin is a 100% owner of nChain Group and to follow proper procedure. This has caused me significant problems in my relationships with Calvin, Marco Bianchi and Calvin's Family Office as they have refused to listen to me. My insistence on operating nChain in a proper compliant fashion and my frequent challenges of Calvin's Family Office's decision-making have clearly created animosity towards me.
  
18. This is perfectly illustrated by Calvin's chain of emails to me of 17-18 May 2023 in which I am told in no uncertain terms that I am no longer wanted as a guest at Calvin's birthday party in Scotland and, furthermore, that I work for the family office and, by implication, that I take my orders from them:

Calvin Ayre, email to Christen Ager-Hanssen and Chairman Stefan Matthews, 17 May 2023 at 15:54

**I have thought about the situation in Switzerland** 😊 ↶ ↷ ↸

 **c** <c [REDACTED]> Wednesday, 17 May 2023 at 15:54

**To:**  Christen Ager-Hanssen  
**Cc:** Stefan Matthews ^

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I don't understand how you can think going to war with my team there is a good plan but I think we need to cool things off and so I am uninviting you to Scotland as they will all be there and everyone wants to just relax and not have to deal with whatever this issue is that you have with the team helping me fund this ecosystem.

I would like you to focus on the Craig stuff please.

I will be giving your rooms to others.

See you at the media dinner in a few hours. That is also being run by my media group which is an extension of my family office so I hope you are not abusive to anyone there tonight as they also complain about how you treat them.

Thanks,

C....

Calvin Ayre, email to Christen Ager-Hanssen and Chairman Stefan Matthews, 18 May 2023 at 6:51 a.m.

**Re: I have thought about the situation in Switzerland** 😊 ↶ ↷ ↸

 **c** <c [REDACTED]> Thursday, 18 May 2023 at 06:51

**To:** Christen Ager Hanssen  
**Cc:**  Christen Ager-Hanssen; Stefan Matthews ^

 To protect your privacy, some external images in this message were not downloaded. [Download external images](#) [Go to Settings](#)

**Caution:** This email has come from an external email address. Please take care when clicking links or opening attachments. Please reach out to IT if in doubt.

The fact is you are to immediately stop fucking with them...that is an order and one I am prepared to enforce if you can not. They are NOT your fucking business...they work for me and you work for them.

Am I fucking clear. I look forward to discussing this more in person today but this is now settled.

C...

**"...they [Calvin's Family Office] work for me [Calvin Ayre] and you [Christen Ager-Hanssen] work for them [Calvin's Family Office]. Am I fucking clear..."**

Calvin Ayre, email to me 18 May 2023 at 6:51 a.m. (see above)

19. When this email was written, Calvin (through Indigo) held less than 10% of the shares in HEH Holding. The above clearly demonstrates that Calvin as well as Marco Bianchi and the rest of Calvin's Family Office do not have regard for, or understand, the very basics of company law and principles of good corporate governance. A CEO may of course have regular dialogue with shareholders of the company, but a CEO does not report to or take direct instructions from a minority shareholder.
  
20. As part of my drive to operate nChain in a more transparent, compliant and KYC and regulatory-friendly manner, I made it clear that I would not continue as the CEO of nChain Group unless Calvin agreed to come clean and officially declare his interest in nChain Group. This has been partly achieved through Calvin, as a first step, going on record as a *Person of Significant Control* as a "more than 25%, but less than 50%" shareholder (approx. 34%) of HEH Holding and the nChain group by virtue of the aforementioned transaction of 30 June 2023 through which Indigo acquired further shares in HEH Holding from DW Cayman.
  
21. DW Cayman is of course a vehicle that was originally set up by Marco Bianchi and his team to hide, amongst others, Calvin's and Craig Wright's ownership interests in the nChain Group. Such lack of transparency actually caused significant operational problems for nChain as I experienced first-hand. It made it impossible for directors to provide true, accurate and correct disclosure, for nChain to comply with statutory disclosure rules as well as acceptable KYC documentation required to set up and maintain our banking infrastructure in different jurisdictions. It is a matter of fact that we were "de-banked" in Slovenia because of a lack of transparency. It was also clear that this lack of transparency would make it impossible for me to raise the external funding which is one of the things I was tasked to do.
  
22. However, since completing in early July on the share purchase transaction with DW Cayman, Calvin has drastically stepped up his efforts to exert direct control

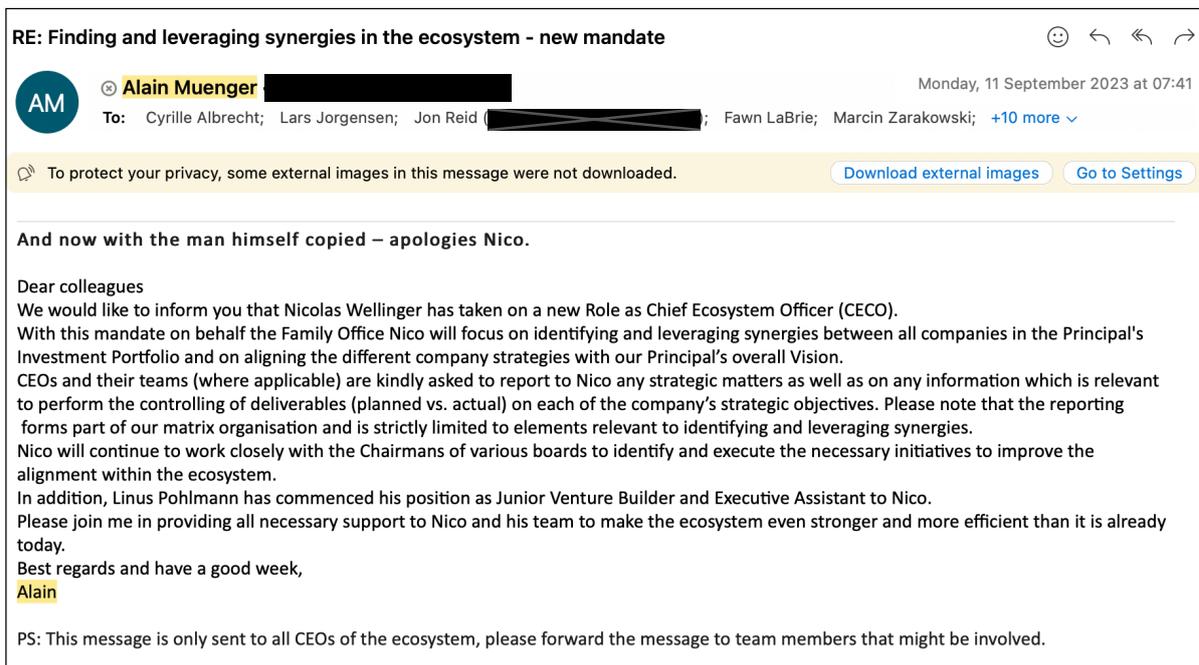
over nChain and its valuable IP. Firstly, Calvin put in place a highly contrived set of interlinked transactions (together the **“17 July Transaction”**) which can best be described as a clear and blatant criminal conspiracy to defraud nChain Group and the other shareholders of HEH Holding. I provide further details of the **17 July Transaction** below.

23. Secondly, Calvin appears to have thoroughly confused being a 25%>50% *Person of Significant Control* with being a 100% ultimate beneficial owner and executive chairman. He now either issues direct instructions to Stefan Matthews or issues directions to Calvin’s Family Office which in turn issues commands to the Chairman and myself as CEO of nChain Group (and other CEOs within the BSV ecosystem). This type of interference has significantly escalated in September to the extent that Calvin through his family office has issued clear orders to all CEOs of the BSV ecosystem (Including me as CEO of nChain) to adjust:

**“the different company strategies with our Principal’s [Calvin Ayre’s] overall Vision.”**

as shown in the below email from Alain Muenger, the CFO at Calvin’s FamilyOffice:

[Alain Muenger, email to Christen Ager-Hanssen and all CEOs of the BSV ecosystem, 11 September 2023 at 7:41](#)



24. Moreover, in his recent email of 12 September (sent on his behalf by Patrick Stein, Head of HR at Calvin's Family Office) and currently also the interim head of HR at nChain Group having recently been parachuted in to nChain Group at Calvin's and Marco Bianchi's instructions, Calvin is described as Chairman for all staff in the nChain Group (as well as the other recipients):

“ Dear all, on behalf of Calvin, please find below a message of our Chairman:

Hello, everyone. I want to share this quick update on the state of the BSV union as I see it.

First off, I want to say how proud I am of each of the individual teams in our group based on all the great work you've been doing. When all our various elements work together as intended, the results can be extraordinary.

Take this year's London Blockchain Conference, which was by far the most impressive and well received event we've hosted to date. Now that LBC has put down roots in its new permanent home, I expect future conferences to build upon this recent success and continue to create memorable and influential experiences that help get our message across.

I was an early adopter of Bitcoin based on its cross-border payments potential, but my enthusiasm waned as self-interested developers neutered the Bitcoin protocol in order to pursue their 'digital gold' fantasies.

My faith was restored when I was introduced to Craig Wright, who expressed his vision for guiding Bitcoin back onto its original path. You guys all know this story by now, but everything that's happened since has been about helping Craig achieve that vision of a robust and secure digital foundation upon which any number of other visions can be built—including a vastly improved internet that returns power to its end users. I support Craig's vision because I believe it is the correct path forward.

We've come a long way since 2015. BSV continues pushing the limits of what a truly scalable blockchain can achieve in terms of transactions, while groups like nChain develop models that demonstrate the wide-ranging, real-world use cases of this technology.

Some of you may feel disheartened by the fact that these accomplishments haven't yet achieved wider breakthroughs with mainstream media and the general public. Sadly, utility will always struggle to compete against hucksters peddling flashy tales of instant riches for doing nothing. But recent headlines strongly suggest the authorities' patience with 'crypto' crooks is finally wearing thin.

In other words, our moment in the spotlight is drawing near. We need to be

ready for this moment. We need all our oars in the water, pulling in the same direction with maximum effort. If we do that, we win.

As someone who spent most of his business career swimming against the tide—and often being mocked for doing so—there are few things more satisfying than to have resisted the temptation to follow the herd and to again be proven right in the end.

I can't invent like Craig—few people can—so I can't help him in that department. But I've spent my life building successful businesses, which involves reading the terrain, devising strategies and—crucially—allocating resources where and when they're needed. As the saying goes: soldiers win battles, logistics wins wars.

Which is where all of you come in. Each of you has a role to play in realizing Craig's vision, and all of these roles are important. I know how hard all of you have been working, but we can't let up now, just as the finish line is coming into view.

There are certain elements necessary for any team to succeed:

- 1. Motivation:** getting up every single day with the goal of doing your utmost to achieve both your personal and organizational goals.
- 2. Passion:** taking pride in your victories, learning from your losses, but giving it everything you got, regardless of the outcome.
- 3. Integrity:** looking to your left and right and seeing your team members working their asses off, vowing to yourself that it won't be you that lets them down, and knowing that they're thinking the same when they look at you.
- 4. Respect:** believing in the work you're doing, believing that your team leaders are charting the right path, even having a healthy respect for your competition, because it will push you to work harder.

To paraphrase Arnold Schwarzenegger, if you have all of the above, you might succeed in your goals. If you don't, forget it.

Anyone who doubts my commitment to realizing Craig's vision need only look at my nChain investment earlier this year. I'm in this for whatever and however long it takes. Some things are just worth fighting for. This is one of them. The only thing that can stop us now is ourselves.

CALVIN AYRE "

25. The above is an email from Patrick Stein sent 12 September 2023 at 15.30 hrs to all staff at:

- nChain Group,
- Hyperloop,
- Ayre Ventures,
- BSV Association,
- TAAL,
- Token Recovery,
- Fairway Family Office,
- Lightning Sharks; and
- Turicum)

26. This ongoing and persistent behaviour by Calvin and via Calvin's Family Office to actively direct business unquestionably makes them Shadow Directors of nChain Group.

27. Moreover, Calvin's Family Office representatives who sit on the HEH Holding Board of Directors (and in particular Marco Bianchi) are beyond doubt failing in their duty as Directors of HEH Holding and the other subsidiary boards on which they sit. This failing involves turning a blind eye to situations where there is a clear conflict of interest between Calvin, Indigo and/or Calvin's Family Office on the one hand, and nChain on the other. It also involves repeatedly failing to question matters, to act with an independent mind, and to represent the best interests of nChain Group. But more seriously, it also involves being part of and voting for the **17 July Transaction**, a criminal conspiracy to fraudulently extract and take over nChain Group's IP assets at clear undervalue in a manner which is detrimental to nChain Group and its other shareholders. This conspiracy constitutes a clear fraud on nChain Group and the other shareholders of HEH Holding and is clear criminal behaviour punishable by prison sentences if found guilty by a court of law.

28. The **17 July Transaction** is comprised of three agreements authorised by a set of Written Resolutions of the Board of HEH Holding dated 17 July (**SEE ATTACHMENTS 2-5**):

- (i) **Written Resolutions of the Board of Directors of HEH Holding dated 17 July 2023 attaching and approving the agreements referred to in (ii), (iii) and (iv) below (together, the “Agreements”);**
- (ii) **the CHF100m Credit Facility Agreement dated 17 July 2023 between HEH Holding and Indigo (the “Credit Facility Agreement”);**
- (iii) **the Licence Agreement dated 17 July 2023 between nChain Licensing AG (“nChain Licensing”), HEH Holding and Indigo (the “Licence Agreement”); and**
- (iv) **the Services Mandate Agreement between nChain AG (“nChain AG”) and Calvin’s Family Office dated 17 July 2023 (the “Services Agreement”).**

24. The three agreements comprising the **17 July Transaction** are on the face of it three separate innocuous and unconnected agreements. There is nothing in the Written Resolutions which were circulated to the members of the Board which give any indication or warning of the interlinking and real and overarching purpose behind the three agreements. Indeed, it is only by careful reading of the three agreements together (which were attached to the Written Resolutions) that the interlinking and true and sinister nature and real purpose of the three agreements become apparent, viz, the putting in place of sophisticated methods to enable Indigo to extract and take over all of nChain Group’s IP (and main line of

business) and at a significant undervalue, thus creating an existential threat to the survival of HEH Holding and nChain Group.

25. The only way therefore that the Board can have approved the **17 July Transaction** is that the faction of the Board representing Calvin Ayre (or a part thereof), and which presented the **17 July Transaction** to the Board for approval, has deliberately deceived and manipulated the rest of the Board, including the independent and non-executive faction of the Board to approve the **17 July Transaction** by failing to disclose all relevant details. How else can one explain that all the Board has approved this unless the entire Board has been corrupted by Calvin Ayre and Marco Bianchi and agreed to conspire together with them for the purpose of defrauding HEH Holding and all its stakeholders for the sole benefit of Indigo/Calvin Ayre?
  
26. Therefore, by imposing on nChain Group the **17 July Transaction**, I firmly believe on the facts of the matter that **Calvin Ayre and Marco Bianchi with the assistance of Calvin's Family Office have perpetrated a criminal conspiracy** against HEH Holding and its stakeholders for the sole benefit of Indigo/Calvin Ayre, the approximately 1/3<sup>rd</sup> shareholder of HEH Holding.
  
27. To explain: in summary, the **17 July Transaction** constitutes:
  - 1) **three contrived and interlinked transactions;**
  - 2) **"negotiated" and documented by Calvin's Family Office under leadership of Marco Bianchi without the input or approval of nChain Group's CEO and Management;**
  - 3) **the true nature of which is shielded from easy insight and discovery by the Board;**
  - 4) **instigated and put in place by Marco Bianchi and Calvin's Family Office;**
  - 5) **by deliberately deceiving and manipulating the Board;**
  - 6) **for the sole benefit of Indigo, HEH Holding's 1/3<sup>rd</sup> shareholder;**

**7) enabling Indigo to extract and take over all of nChain Group's IP (and main line of business) at a significant undervalue;**

thus creating an existential threat to nChain Group.

28. This fraud against HEH Holding and the stakeholders of nChain Group has only been possible to perpetrate by Marco Bianchi (according to Stefan Matthews, as mentioned above, the *"most non-compliant person on Earth"*) deliberately disregarding all elements of good corporate governance and circumventing the usual checks and balances, deceiving the Board, and actively working behind the backs of nChain Group's CEO and management to implement the **17 July Transaction**.
29. Apart from the obvious detriment to HEH Holding and nChain Group and its stakeholders, the **17 July Transaction** contains substantial conflicts of interest between nChain Group on the one hand and Indigo and Calvin's Family Office on the other.
30. In order to ensure approval of the **17 July Transaction** by the Board, there has been a deliberate failure to declare such conflict and a failure by at least two affected Directors (Marco Bianchi and Stefan Matthews) to recuse themselves from involvement in the approval process of the **17 July Transaction**, a combined transaction which is so contrived, entirely non-commercial and on non-arm's length transactions which, if they had properly explained the transaction to the Board and then recused themselves as required by the Board's own Board regulations, they know the 17 July Transaction would never have been acceptable to the Board given the agreed mechanism to transfer of all the nChain Group's IP to Indigo at undervalue, the existential threat to the nChain Group's future and survival by endangering its stated business plan, including making the planned future capital raise impossible, as well as the subordination of management by requiring it to report to and take direction from Calvin's Family Office.

31. It is the case that nobody in Group Management have had any input whatsoever with regard to negotiating, reviewing and approving the three Agreements commercially on behalf of nChain Group either before or after they were presented to the Board of HEH Holding for approval and signing by the Chairman, Stefan Matthews.
32. In fact, an early draft of the Licence Agreement which Group Management (myself, Group CEO, Andy Moody, Group CFO and David Brookes, Group General Counsel) had worked on and containing terms which we deemed to be commercially acceptable in the best interest of nChain Group and presented to Stefan Matthews for onward presentation to Indigo for their comments, was put to one side and replaced by an entirely different set of agreements prepared by Calvin's Family Office through Conrad Druzeta and Robert Alizon.
33. Nor have the Agreements been formally presented to, discussed and approved by the respective Boards and independent management of nChain AG and nChain Licensing.
34. Having discussed the matter of the **17 July Transaction** with the entire nChain Group Management team consisting of Lars Jacob Bø (Deputy CEO and CRO); Peter Coulson (COO); Andy Moody (Group CFO) and David Brookes, (Group General Counsel), all are deeply concerned about the total absence of good corporate governance; the manner in which the **17 July Transaction** came into being, as well as the terms of the Agreements and the existential threat to the survival of the nChain Group which these Agreements together pose. I have promised the nChain Group Management team that I would try to get the 17 July Transaction cancelled and replaced by the end of September with new agreements which are commercially acceptable to nChain Group. As mentioned in the introductory paragraphs, however, there appears to be little understanding of the problem and no willingness by our counter-parties to replace these Agreements. This sadly and reluctantly leaves me with no other option in my

capacity as the CEO of nChain Group than to file this formal report to you in your capacity as Executive Chairman.

35. As this report makes clear, I have tried to resolve matters through ongoing discussions with you, but, much to my disappointment, with little effect. It is therefore my genuine hope that you will find this report constructive and assist your understanding of the very serious nature of the 17 July Transaction and the ongoing and deliberate disdain for good corporate governance which Calvin Ayres, Marco Bianchi and Calvin's Family Office show.
  
36. In preparing this brief, I have conducted a thorough investigation regarding the circumstances surrounding the entry by HEH Holding, nChain AG and nChain Licensing into these Agreements and it is my duty to report the following findings:

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## CREDIT FACILITY AGREEMENT

### 17TH JULY TRANSACTION - CREDIT FACILITY AGREEMENT

37. Neither myself, the Group CFO nor the Group General Counsel or any others of the Group Management team had any knowledge whatsoever of the fact that a new CHF 100m credit facility was being put in place and offered by Indigo to HEH Holding. Consequently, we have had absolutely no involvement in this matter
38. The lack of our involvement is strange to put it mildly. Not only would be natural for the CEO, CFO and GGC to be involved in such financial and legal matters, but we were also all three actively involved in late December 2022 on behalf of HEH Holding with the drafting and negotiating with the Family Office of the previous CHF 30m credit facility between Indigo and HEH dated 1 January 2023 where I personally renegotiated down the interest rate from 11% to 7%. I remember well that Calvin's Family Office (through Alain Muenger) was irritated that I challenged their suggested terms. After that occasion, Calvin's Family Office representing Indigo have always sought to by-pass me. It is now clear to me that Calvin Ayre is acting as a shadow director on all decisions taken within the nChain Group. This is totally unacceptable and the Board and Management need to have an independent voice for the sake of good corporate governance and treat all shareholders equally. (As an aside, it is a huge paradox that Marco Bianchi who is instrumental in bypassing Group Management and implementing Calvin Ayre's orders without hesitation or any concern for nChain's best interest and in clear breach of all corporate governance rules, is now obsessing about implementing so-called good corporate governance.)
39. The new Credit Facility Agreement is puzzling - unless you understand the real purpose behind **the 17 July Transaction** - given that we had no immediate internal concerns that a new credit line was needed as we had a going concern agreement in place. No discussions were had with Calvin's Family Office or our shareholders

that a new credit line was urgently needed. Had this been the case, we would of course have expected that any such new funding from Indigo would be on the same terms as previously, and if not, that any new terms would be discussed with Group Management. In any event, had Group Management been asked to seek or negotiate a new funding agreement, we would have been able to do this on commercial terms which would not jeopardise the nChain Group's business and future in the same way.

40. The first we knew of the new Credit Facility was through an email announcement on 19 July (**see attachment 6**) and the first we knew of its terms was when Tobias Häggi circulated a signed copy of the Credit Facility Agreement by email on 28 July (**see attachment 7**) which was not even sent to me.
41. In presenting to the Board a Credit Facility Agreement which HEH Holding has neither requested, negotiated nor approved, it is troubling to me that Calvin's Family Office representing Indigo is not following accepted norms and principles of good corporate governance. It is also worrying that the Calvin's Family Office has not even followed HEH Holding's own bespoke corporate governance rules set out in the Board Regulations dated 19 May 2022 (**see attachment 8**) which govern matters such as conflict of interest (clause 7) which states:

[Conflict of Interest as described in HEH Holding's bespoke Board Regulation](#)

**7. Conflict of Interest**

- 7.1 Directors shall arrange their personal and business affairs so as to avoid any situations where they may become subject to a conflict of interest (i.e., any personal interest, or the interest of a closely related individual or entity, that a Director might have in a particular matter or transaction which conflicts with the interests of the Company).
- 7.2 Directors shall abstain from voting on matters or transactions in which they have a conflict of interest. In case of a permanent conflict of interest, they shall resign from their position as members of the Board.
- 7.3 Each Director shall disclose without being asked to the Board any (potential) conflict of interest as soon as he/she becomes aware of such (potential) conflict of interest's existence. The Chairperson shall make a proposal to the Board, and the Board shall decide on (without the affected person participating in such decision), any other appropriate measures.

42. Additionally, the decision by the Board has not received Super Approval as required by the Security-holders' Deed dated 18 January 2023 made between HEH Holding and its shareholders (other than LTIP beneficiaries).
43. More troubling, however, is the secretive and underhand manner in which Calvin's Family Office has ensured that the Credit Facility Agreement has been coupled with the new Licence Agreement (see below for further detail) endangering the future business of the nChain Group. There is absolutely no mention whatsoever in the Credit Facility Agreement or the accompanying Written Board Resolution which the Board signed that the loan is a secured loan. Indeed, on the face of it, it appears to be a separate standalone facility agreement.
44. However, the loan is secured in the form of a guarantee from nChain Licensing contained in the Licence Agreement, itself secured by a security assignment of all the licensed IP which potentially allows Indigo to take title and ownership of all nChain's IP. This provision is hidden away in clause 8 of the Licence Agreement. In addition to the obvious conflict of interest and failure by the relevant directors to declare such conflict and recuse themselves from voting, which in itself should invalidate the entire transactions, Swiss law requires this form of guarantee to be expressly approved and there is no mention in the Written Resolutions expressly approving this guarantee. This only adds to my belief that the **17 July Transaction** is fraudulent and invalid.
45. Overall, the breaches of corporate governance, fraud and illegality and harm caused to nChain and its other shareholders (including myself and all LTIP holders) which this secured credit facility causes is a clear and deliberate wrongdoing.
46. However, I believe the Board has been misled because no fully informed and independent Board would ever have accepted and approved such terms if they

were compliant, independent and of sound mind. Trusting our non-executive directors are professional, I believe they should immediately request a new Board meeting to question matters and to hold the relevant directors to account and to instruct Group Management to void/cancel the **17 July Transaction**.

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## LICENCE AGREEMENT

### 17TH JULY TRANSACTION - LICENCE AGREEMENT

47. On 7 June the Group General Counsel, David Brookes was tasked by the Executive Chairman Stefan Matthews to draw up and put in place the Licence Agreement with Indigo:

“ Looping in Robert for expediency. Robert, I am assuming you haven’t made progress

on this as I haven’t seen a draft.

Therefore, I think best progression would be for David to provide a draft and framework that we can (together) review and tweak.

If you agree, David can get this ball rolling. If you have a draft of anything already, flick that over to David and we can use that as a baseline.

Thanks.”

48. With the input of myself, Group CFO Andy Moody and part time Chief IP Officer Robert Alizon, a first draft of the Licence Agreement together with a tripartite agreement (dealing with financial matters such as the sale and assignment of the licence fee to HEH Holding and the set off of this against existing indebtedness owed by HEH Holding to Indigo) was produced by Group General Counsel David Brookes and sent to the Executive Chairman (EC) Stefan Matthews on 4 July (**see attachment 9**) for review and approval by Chairman Stefan Matthews as well as Indigo and stating that once the documents are agreed by both parties, the Group General Counsel would arrange for execution of the agreement.
49. Following further discussions between myself and Chairman Stefan Matthews about some of the commercial terms, a revised draft of the Licence Agreement was sent out by the Group General Counsel to Chairman Stefan Matthews (again with Robert Alizon in cc) on 13 July (**see attachment 10**) and again making the

point that once the agreements are agreed, the Group General Counsel would arrange for execution of the same.

50. Chairman Stefan Matthews' reply of the same date was "*Just hold on this until I come back to you please*" (**see attachment 11**). However, nothing further was heard back by the Group General Counsel from Chairman Stefan Matthews.
51. Then on 28 July the executive assistant to the Board of HEH Holding, Tobias Häggi, circulated an email attaching signed copies of the Written Resolutions of the Board, the Licence Agreement and the Credit Facility Agreement all purportedly signed and dated on 17 July.
52. When I confronted Chairman Stefan Matthews about my deep concerns about this agreement, he claimed that he never looked at the draft that we had produced and that he was faced with a *fait accompli* and forced by Calvin Ayre to approve and sign the documentation presented to him because Calvin Ayre had arranged to press release his increased stake in HEH Holding on 31 July – including the CHF100m credit facility which Calvin and Calvin's Family Office have linked with this Licence Agreement.
53. According to Chairman Stefan Matthews the Board Resolution and Agreements were signed immediately prior to Tobias Häggi's email of 28 July meaning that these documents have all been backdated to 17 July. Backdating of documents is of course illegal. Chairman Stefan Matthews admitted that such actions were usual in working with Calvin Ayre and was one of his biggest challenges in running TAAL when a public listed company. He further stated, "*I am used to cleaning up these type of things so don't worry, I am sure we will be able to amend the agreement at a later stage.*" This accords with how Chairman Stefan Matthews saw himself and the way he regularly portrayed himself to me. Chairman Stefan Matthews describes himself as the character Wolf of Quentin Tarantino's Oscar winning 1994 film Pulp Fiction. Wolf is a professional cleaner and fixer who tidies

up other people's mess and who the internet describes as the ultimate problem-solver who covers up suspicious looking evidence and the person who knows how to get rid of the bodies.

54. Needless to say, I was shocked at this cavalier attitude to corporate governance, but I understand this is part of the established corporate culture surrounding Calvin Ayre, Marco Bianchi and Calvin's Family Office. This is totally unacceptable and needs urgent changing. I trust the Board as a whole will support me in this, particularly given Marco Bianchi's declared drive towards good corporate governance for the nChain Group.
55. The signed Licence Agreement was in a very different form from the draft suggested by the Group's management, containing none of the protective clauses which nChain Group required to protect its IP and business model. In fact, not only had these sensible protective clauses been removed, but instead the Licence Agreement now contained a highly unusual and non-commercial broad set of covenants given by nChain Licensing to Indigo.
56. That nChain Licensing as the IP owner and licensor is required to give covenants to the licensee would by itself be unusual. In the present case the covenants given in favour of Indigo are completely irrelevant to the business of giving an IP licence to Indigo. As can be seen from Clause 4 the below, the covenants are so broad and general that almost any event would allow Indigo to declare a breach of covenant, however contrived it would seem. Given the way in which Management is now required to take direction from Calvin's Family Office in accordance with the Service Agreement, this possibility must be a real concern and genuine threat to nChain Group.

**4. Covenants**

NCHAIN undertakes that it will at all times take commercially reasonable steps to support, further the establishment and maintenance of the reputation of the BSV blockchain as the blockchain based on the original blockchain protocol as promulgated by the whitepaper of Satoshi Nakamoto for commercial solutions, and that it will namely:

- (a) maintain financial resources that are appropriate to make NCHAIN a credible business partner for significant companies seeking to implement BSV-powered solutions for their businesses;
- (b) maintain human resources with the required technical understanding and qualifications required to further develop and implement BSV-powered solutions;
- (c) maintain its reputation to stand-in for the goals stated in the recitals (Background clause).

57. Of particular concern are the covenants in (a) and (c). A termination or even a replacement of the CHF 100m facility with a lesser facility could technically constitute a breach of covenant 4(a). An adverse decision or outcome to the various Craig Wright litigation matters with which I am involved on behalf of nChain (as part of my contractual duties to nChain Group) and which casts doubt on or declares that Craig Wright is not Satoshi could possibly be seen as a breach of covenant 4(c). The fact is that well before this agreement was signed, [REDACTED]

[REDACTED]  
[REDACTED]  
because of, paradoxically all the backdated and fraudulent documents which Craig Wright had produced in court. [REDACTED]

[REDACTED] By declaring a breach of covenant in such circumstance would allow Calvin Ayre to break ties with the second largest shareholder (indirectly and secretly 30% through DW Cayman) in HEH Holding while retaining control of all of nChain Group's IP by transferring this to Indigo IP Holding Limited of BVI making all other shareholders' stakes in HEH Holding worthless (except those such as Chairman Stefan Matthews who Calvin has privately agreed to compensate).

58. There is simply no good reason for why such covenants should be included in an IP licence agreement except for the reasons described above when you understand that a supposed breach of covenant would trigger a termination of the agreement under clause 5.3 which in turn would trigger the Transfer Event

referred to in clause 7.4 with the overall result that a breach of covenant leads to Indigo being able to purchase all of nChain's IP at significant undervalue.

Clauses 5 and 7.4 state:

**5. Term & Termination**

- 5.1. This Agreement shall continue until the expiry of the Agreement Term whereupon the Agreement shall automatically terminate. Clause 2.10 shall come into effect from the signing of the Agreement by all parties and shall not be subject to termination.
- 5.2. Any termination of this Agreement shall not affect any accrued rights or liabilities of either party (including without limitation the option rights as per clause 2.1(c) and any licenses granted hereunder which shall continue for the duration of the License Term).
- 5.3. Where either party is in material or persistent breach of any of its obligations under this Agreement and if that breach is capable of remedy and the party has failed to remedy that breach within thirty (30) days

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after receiving written notice requiring it to remedy that breach, the other party may terminate this Agreement upon service of written notice. It is the Parties common understanding that NCHAIN's failure to adhere to the undertakings in clause 5 constitutes a material breach.

7.4. NCHAIN hereby undertakes to assign and irrevocably assigns to IH all intellectual property rights underlying the Licenses, provided, however, that such assignment shall be under the suspensive condition (pursuant to art. 151 CO) of a termination of this Agreement according to clause 5.3 of this Agreement, due to a failure of NCHAIN to adhere to the undertakings in clause 4 (the communication by IH to NCHAIN regarding this shall constitute a "**Transfer Event**"). IH acknowledges and hereby accepts such assignment.

In consideration of such assignment, IH shall pay to NCHAIN an amount equal to the fair market value of the intellectual property rights underlying the Licenses per the date of the Transfer Event adjusted as follows:

- (a) If a Transfer Event occurs in the first six (6) years since the Date of the Agreement, the Parties agree to subtract from the fair market value of the intellectual property rights underlying the

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Licenses the License Fee, which shall be decreased by CHF10,000,000 (ten million Swiss Francs) per calendar year ;

- (b) If a Transfer Event should occur at any time thereafter, no License Fee shall be subtracted from the fair market value of the intellectual property rights underlying the Licenses;

The Parties agree that such compensation paid by IH shall represent adequate and equivalent consideration for the assignment of the intellectual property rights underlying the Licenses.

If the Parties are unable to reach an agreement on the fair market value within six (6) months of a Transfer Event, the fair market value shall be finally established by an independent and reputable accounting firm selected by the Parties, or, in case that the Parties shall not agree within thirty (30) days the accounting firm shall be determined by IH.

59. The inclusion of the mechanism in clauses 4, 5 and 7.4 in the Licence Agreement by which nChain Licensing risks losing its IP for contrived reasons are quite frankly provisions which would never be agreed commercially by an IP licensing company involved in an arms' length transaction and should never have been approved by a Board properly performing its duties and acting in the company's best interest.

60. In similar vain, the signed Licence Agreement inexplicably also contained a guarantee of HEH Holding's obligations under the Credit Facility Agreement which if called would trigger a deemed sale of nChain Licensing's IP as well as a

corresponding security assignment of all its IP (see clause 8 of the Licence Agreement).

**8. Guarantee of HEH Holding Obligations**

NCHAIN hereby guarantees absolutely the obligations of HEH Holding under the New Loan Facility. Upon the occurrence of an Event of Default under the New Loan Facility as defined therein, NCHAIN shall be deemed to have made an offer to IH to sell, assign and transfer all intellectual property rights underlying the Licenses to IH at twenty percent (20%) discount to the fair market value as determined pursuant to clause 7.4. IH shall notify NCHAIN in writing that an Event of Default has occurred and it is exercising its option to acquire the intellectual property rights underlying the Licenses. Thereupon within five (5) days NCHAIN shall assume all of the indebtedness of HEH Holding under the New Loan Facility.

In light of the preceding paragraph, NCHAIN hereby undertakes to assign and irrevocably assigns to IH all intellectual property rights underlying the Licenses, provided, however, that such assignment shall be under the suspensive condition (pursuant to art. 151 CO) of IH notifying NCHAIN in writing that an Event of Default has occurred and it is exercising its option to acquire the intellectual property rights underlying the Licenses as outlined in the preceding paragraph.

On acquisition of the intellectual property rights underlying the Licenses, IH shall be entitled to set off the indebtedness owing under the New Loan Facility against any amounts payable to NCHAIN.

61. The inclusion of this guarantee is even more peculiar given that no security was offered or demanded in connection with previous facility agreements provided by Indigo to HEH Holding. Nor would such a guarantee ever be agreed to be granted by HEH Holding in normal business circumstances.

62. Both the covenants and the guarantee are evidence of a clear conspiracy by Calvin, Marco Bianchi and Calvin's Family Office to put in place mechanisms whereby it may force a transfer of nChain's IP to Indigo. Needless to say, this is another example of Calvin's Family Office ignoring conflict of interest issues, a deliberate decision of certain directors to act contrary to the best interests of nChain Group as well as to defraud nChain Group and its shareholders as a whole. This situation is simply inexcusable, unacceptable and, I believe, criminal.

63. During my investigation I have discovered that the Group's Chief IP Officer, Robert Alizon, who is employed by nChain Licensing on a 50% part time basis since 1 May

2023 with a contractual reporting line directly to myself as the Group CEO (in addition to also working for Calvin's Family Office) has, contrary to his duty towards nChain Group as the Chief IP Officer, and without any knowledge or involvement of myself or the rest of nChain Group's management, secretly worked behind our backs together with Conrad Druzeta on the instructions of Marco Bianchi (himself acting on instructions from Calvin) to prepare a new form of Licence Agreement as part of the interlinked **17 July Transaction** which, given its terms, purpose and nature, is acceptable only to Indigo.

64. This is a clear and egregious breach by Robert Alizon of his duties to act in good faith towards, and for the best interest of, his employer nChain Licensing. It is also a clear and deliberate failure to inform myself, his direct Line Manager, of what he had been asked to do and subsequently did. Given that Robert Alizon had been kept fully informed of what were commercially acceptable terms for nChain Licensing and nChain Group, there simply is no excuse for his agreement to assist Calvin Ayre, Marco Bianchi and Calvin's Family Office in putting together this fraudulent and criminal agreement which he must have known would be totally unacceptable to nChain Licensing and nChain Group. In doing what he did, Robert Alizon was clearly acting under orders as an employee of Calvin's Family Office (and in consequence of doing so, became an unfaithful servant of nChain Group).
65. A high-level comparison between the draft Licence Agreement (as suggested by nChain's management and emailed on 13 July to Chairman Stefan Matthews (with Robert Alizon in cc) to arrange for a review by, and feedback from, Indigo) against the signed Licence Agreement which was subsequently circulated to the Group's management on 28 July by Tobias Häggi is attached (**see attachment 13**). None of those changes, including the coupling between the Licence Agreement and the Credit Facility Agreement, is beneficial to nChain and none of those changes have been discussed or negotiated with, or approved by, nChain Licensing / nChain Group on an arm's length basis following due process.

66. This is not just a straightforward mistake. It is a deliberate circumvention of corporate governance in an underhand effort to force through a set of agreements which Calvin's Family Office knows to be unacceptable to nChain Group for the purpose of putting in place mechanisms whereby Indigo can acquire nChain Group's IP and main business for the sole benefit of Indigo which Calvin's Family Office represents.
67. This was confirmed to me by Chairman Stefan Matthews in discussions during our recent Mallorca visit. During a legal call update on 15 September @ 10 am (UK time) regarding Craig Wright's litigation cases attended by Alain Muenger, Chairman Stefan Matthews, Calvin Ayre and myself, we discussed among other things the risk of Craig losing his case. In this context I mentioned to Calvin that given the terms of the 17 July Transaction he had hedged himself. To this Calvin Ayre replied:

*“Yes, I know that, but we don't talk about that now.”*

The events which Calvin Ayre admits to are incredibly serious as they constitute a criminal conspiracy to defraud the other shareholders and LTIP holders as well as other stakeholder of nChain Group given that it has the very real potential to wipe out the value of their interest in HEH Holding and creates an existential threat to the survival of nChain Group.

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## **SERVICE AGREEMENT**

### 17TH JULY TRANSACTION - SERVICE AGREEMENT

68. Again, this is an agreement which has been placed in front of the Board for approval without being discussed with or negotiated and suggested approved by the Group's senior management.
69. Instead of stipulating that resources and services will be provided to and placed at nChain Group's disposal, the Services Agreement stipulates that all heads of departments of the Group will answer to and take directions from the corresponding Heads of Department at Calvin's Family Office
70. Contents-wise, this makes absolutely no sense and evidences clear breaches of corporate governance. How can a company possibly require members of its C and G-levels to subordinate themselves and report to and take directions from an external party which is the family office of a minority shareholder? This defeats the established reporting lines to the CEO and Board; it causes confusion and blurred reporting lines and undermines management and creates a dysfunctional group. Further, it creates a real risk that Calvin's Family Office and its staff will be deemed shadow directors; and, in obliging members of the nChain Group's senior management to report to the family office of a minority shareholder, it establishes preferential treatment of one shareholder above the others.
71. The Services Agreement in its present form is therefore not acceptable in any way whatsoever. Apart from the serious concerns set out in the paragraph immediately above, the Services Agreement - for no good or proper reason - also adds an unnecessary and costly layer of additional management above the Group's own management.
72. This unnecessary and unacceptable level of additional management of Group Management has already manifest itself with direct interference in Calvin's Family

Office setting up reporting lines, meetings and interviewing nChain Group's management team all behind my back. Members of my Management team are now being forced to spend further time reporting to Calvin's Family Office, creating additional work and blurring and confusing reporting lines. It also raises concerns about the legality of them being asked to divulge private and confidential information to a third party representing a minority shareholder and I know they are reluctant to do so. On a zoom call I attended with Chairman Stefan Matthews and our Group CFO and Group General Counsel on 15 September, Stefan Matthews explained that he had received complaints from Conrad Druzeta about Andy Moody and David Brookes being "non-cooperative" in providing such information and they were told in no uncertain terms by Chairman Stefan Matthews to provide Calvin's Family Office including Conrad Druzeta with whatever they require.

73. The manner in which this agreement came about also demonstrates a complete disregard for good corporate governance. Given that nobody in nChain's management has been involved in the negotiation of this agreement or had even seen a draft before it was presented to the board for approval, it is clear that it has been prepared by Calvin's Family Office and, through their personnel sitting as Directors and members of HEH Holding's Board, been approved for the purpose of a minority shareholder gaining control of day-to-day management of nChain Group. This of course is totally unacceptable and the Board should have rejected the Services Agreement out of hand when it was presented to and discussed by the Board on 17 July. As is made clear by the Board Resolution of 17 July, there is also a complete failure by the relevant directors to declare a conflict of interest in this matter and recusing themselves from approving this agreement.
74. The only real purpose of the Services Agreement is, therefore, the very sinister purpose in that, by obliging that the nChain Group's Management team must report to and take directions from Calvin's Family Office, Calvin / Indigo (by instructions issued via Calvin's Family Office) will be able to direct that nChain

Group acts in such a way as to deliberately trigger a breach of the covenants in the clause 7.4 of the Licence Agreement, allowing Indigo to compulsorily acquire nChain Group's IP at an undervalue.

75. As such, it is beyond doubt that the Services Agreement forms a crucial part of the interlinking of the three Agreements comprising the **17 July Transaction** and the conspiracy to defraud HEH Holding, nChain Group and its stakeholders. As such, the Services Agreement in its present form is not only totally unacceptable, but also in my opinion invalid. To the extent any support is required from Calvin's Family Office (or anybody else), such services should be provided to nChain Group via a proper commercially negotiated agreement on arm's length terms approved after due and proper scrutiny and due process.
76. Finally, I wish to make the point that while I myself am also a signatory to the Services Agreement, this is not because I approve of the Services Agreement and its terms, but because I am implementing a clear instruction by the Board to sign the agreement, as is my duty when so directly instructed.
77. **Calvin Ayre and Marco Bianchi with the assistance of Calvin's Family Office have perpetrated a criminal conspiracy** against HEH Holding and its stakeholders for the sole benefit of Indigo/Calvin Ayre.
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## CONCLUSIONS & SOLUTIONS

### 17TH JULY TRANSACTION - CONCLUSIONS AND SOLUTIONS

78. **Calvin Ayre and Marco Bianchi with the assistance of Calvin's Family Office have perpetrated a criminal conspiracy** against HEH Holding, nChain Group and their stakeholders for the sole benefit of Indigo/Calvin Ayre.
79. The sophisticated interlinking of the three Agreements constituting the **17 July Transaction** and inclusion of the covenants and the guarantee in the Licence Agreements by deceiving the Board and Management and by omitting to inform the Board through a detailed narrative and explanation in the Written Board Resolutions are evidence of a clear conspiracy by Calvin's Family Office to put in place mechanisms whereby it may force a transfer of nChain's IP to Indigo at significant undervalue.
80. The support by the directors representing Calvin's Family Office and their failure to declare the obvious conflict of interest which these transactions represent and their failure to recuse themselves constitute a breach of their directors' fiduciary duty and a deliberate decision to act contrary to the best interests of nChain Group as well as to defraud nChain Group and its shareholders as a whole. Calvin Ayre is also acting as a shadow director and therefore responsible. These transactions and the circumstances surrounding them are simply inexcusable, unacceptable and, I believe, criminal.
81. This clear lack of understanding of corporate law and good corporate governance by Chairman Stefan Matthews, Marco Bianchi, Calvin's Family Office and Calvin Ayre himself is perfectly demonstrated by a chain of email correspondence of 11 September (**see attachment 14**) whereby Calvin's Family Office announces the appointment to myself and other CEOs and senior executives both within and

outside the Ayre group of companies that Nicolas Wellinger has been appointed as Chief Ecosystem Officer:

“with this mandate on behalf of the Family Office Nico will focus on identifying and leveraging synergies between all companies in the Principal’s Investment Portfolio and on aligning the different company strategies with our Principal’s overall vision.”

82. I find it truly worrying that Calvin Ayre, his Family Office and our Chairman Stefan Matthews do not understand that nChain Group is not a subsidiary of Indigo and that Calvin Ayre and the leading principals of his Family Office are acting as Shadow Directors in requiring nChain Group to align with his – a minority shareholder’s – vision and requiring and putting in place new reporting lines whereby I and my entire Group Level management team are required to report to and take directions from Calvin’s Family Office.

83. The situation must urgently be addressed by the following actions: ‘

- 1) An emergency Board Meeting of HEH Holding to be called within 10 working days to fully brief the Board and discuss these very serious matters, including, but not limited to the **17 July Transaction**.
- 2) The existing Agreements of the **17 July Transaction** to be voided / cancelled;
- 3) To the extent required by nChain Group’s business requirements, new agreements in their place should be urgently negotiated between nChain Group and representatives of the Family Office and Indigo and entered into only after proper corporate governance procedures have been followed;
- 4) Marco Bianchi to step down from the Board with immediate effect as required by HEH Holding’s Board Regulations 7.2 when there is permanent conflict of interest.

- 5) The Chief IP Officer, Robert Alizon, to be dismissed for gross misconduct;
  - 6) FINMA to be informed of the wrongdoing by Calvin's Family Office;
  - 7) Corporate Governance to be followed and improved by strengthening independence of directors, including:
    - A) New Family Office director (with requisite integrity) and further independent non-executive director(s) to be appointed to Board.
    - B) Group CEO to be appointed to Board.
    - C) Chairman of the Board to be an independent non-executive director.
82. A failure to address these wrongdoings in a satisfactory manner will not only make my position untenable as I do not wish to compromise my integrity and become part of a corporate culture completely devoid of honesty, integrity and good corporate governance, but will also be the ultimate cause of failure and downfall of nChain.
83. As Calvin Ayre says in his "chairman's letter" of 12 September and with which I totally agree: "**the only thing that can stop us now is ourselves**".

Yours truly,

Christen Ager Hanssen  
Group Chief Executive Officer  
nChain Group

## LIST OF ATTACHMENTS

### ATTACHMENTS 1 - 14

**Attachment 1:** Summary of the agreement between Calvin Ayre and Lynn Wright<sup>17</sup>

**Attachment 2:** Written Resolutions of the Board of Directors of HEH Holding dated 17 July 2023

**Attachment 3:** The CHF100m Credit Facility Agreement dated 17 July 2023 between HEH Holding and Indigo IP Holding Limited

**Attachment 4:** The Licence Agreement dated 17 July 2023 between nChain Licensing AG, HEH Holding AG and Indigo IP Holding Limited

**Attachment 5:** The Services Mandate Agreement between nChain AG and Fairways, Calvin's Family Office dated 17 July 2023

**Attachment 6:** Email announcement on 19 July 2023

**Attachment 7:** Email from 28 July 2023

**Attachment 8:** Board Regulations dated 19 May 2022

**Attachment 9:** First draft of the Licence Agreement together with a tripartite agreement that was produced by Group General Counsel, David Brookes and sent to the Executive Chairman Stefan Matthews on 4 July 2023

**Attachment 10:** Email by the Group General Counsel, David Brookes to Chairman, Stefan Matthews on 13 July 2023

**Attachment 11:** Email response from Stefan Matthews to Group General Counsel, David Brookes on 13 July 2023

**Attachment 12** 

**Attachment 13:** A comparison of the draft Licence Agreement prepared by nChain Independent Management vs the final Agreement

**Attachment 14:** Email correspondence of 11 September 2023 whereby Calvin's Family Office announces that Nicolas Wellinger has been appointed as Chief Ecosystem Officer