

**Terms of Service**

of

the AllUnity (Mint) Platform

Version 1.0  
(June 2025)



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AllUnity is a licenced E-Money-Institution pursuant to Section 11 of the German Payment Services Supervision Act (*Zahlungsdiensteaufsichtsgesetz*, hereinafter “**ZAG**”) supervised by the German Federal Financial Supervisory Authority (hereinafter “**BaFin**”) and issuer of electronic money tokens as defined in Article 3(1) no. 7 of Regulation (EU) 2013/1114 of 31 May 2013 on markets in crypto-assets (“**MiCAR**”) (hereinafter “**EMT(s)**”) for purposes of Article 48 MiCAR. AllUnity’s business activity consists of issuing and redeeming EMTs.

Further information about AllUnity is available under <https://allunity.com/>.

This document outlines AllUnity’s terms of Service (referred to as “**Terms**”) of the platform of AllUnity for the issuance and redemption of EMTs (hereinafter the “**Platform**”) through the Platform (the “**Service**”). These Terms together with the Client Agreement constitutes the “**Agreement**” between AllUnity and the Client.

## 1 Definitions and Interpretation

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“**Administrator Account**” means a privileged User Account provided to the Client, which enables the management of user access and control of IBAN and Blockchain Address mappings on the Platform.

“**AllUnity**” means AllUnity GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) established under the laws of the Federal Republic of Germany with its registered office at Sandweg 94, 60316 Frankfurt am Main, Federal Republic of Germany, and registered with the commercial register of the local court (*Amtsgericht*) of Frankfurt am Main under registration number HRB 134001.

“**AML**” means anti-money laundering.

“**Applicable Law**” means all applicable national and European laws, statutes, regulations, regulatory requirements and guidance, including MiCAR and ZAG.

“**Approved Blockchains**” means any of the blockchains listed here <https://allunity.com/blockchains/>.

“**Approved Internet Browsers**” means the latest available version of (i) Google Chrome, (ii) Mozilla Firefox, (iii) Microsoft Edge or (iv) Apple Safari.

“**Blockchain Address**” means a public key (including a public key related to a Crypto Asset Account) controlled by the Client or AllUnity, as the case may be, that can be used for the holding and transfer of EMTs.

“**CDD**” means customer due diligence as part of the AML framework.

“**Client Agreement**” means any separate document executed by the Client and AllUnity referring to and incorporating these Terms by reference.

**“Client”** means an entity using the Service.

**“Crypto Asset Account”** means an account held by a crypto custodian in the name of the Client that is linked to a Blockchain Address and can be used for the holding or transfers of EMTs.

**“IBAN”** means an International Bank Account Number.

**“KYC”** means know-your-customer.

**“Operating Time”** the Platform and the Service is available for 24 hours a day, 7 days a week, except for: (i) planned downtime (of which AllUnity shall give advance notice), and (ii) any unavailability caused by circumstances beyond AllUnity’s and/or the relevant User’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving the User’s employees), internet service provider failure or delay, or denial of service attack.

**“Service Provider”** means any third-party service provider used by AllUnity to support the technical or operational functionality of the Service or EMTs, including but not limited to hosting infrastructure, cloud services, or communication networks.

**“User Account”** means an individual access account created and maintained by the Client under its Administrator Account(s), used to operate functions on the Platform.

**“Verified Institution”** means a Client approved by AllUnity as a Verified Institution after the successful completion of the onboarding process including the corresponding due diligence and KYC/AML processes. A list of Verified Institutions can be found under <https://allunity.com/partners/>.

Unless otherwise specified, references in these Terms to any Clause shall be construed as references to such Clause of these Terms.

## 2 Scope of the Terms and Platform Access

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- 2.1 These Terms govern the access to, and use of, the Service by a Client that qualifies as a Verified Institution.
- 2.2 The Platform enables the Client to use the Service. Neither the Platform nor the Service does offer interest-bearing accounts, trading, custody services or wallet or Crypto Asset Account infrastructure.

## 3 Conclusion of the Agreement

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- 3.1 The Agreement between the Client and AllUnity shall be concluded by execution of the Client and AllUnity of the Client Agreement.

- 3.2 The Agreement may also be concluded by execution of other documents referencing these Terms, in which case these Terms shall be incorporated by reference.
- 3.3 The Agreement only becomes effective upon notification by AllUnity to the Client of the Client's approval as a Verified Institution by AllUnity.

## **4 Eligibility and Onboarding**

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- 4.1 Only Clients that are approved as a Verified Institution by AllUnity may access and use the Platform and the Service.
- 4.2 Approval as Verified Institution requires a successfully completed onboarding process including:
  - (i) Completion of the KYC procedure including AML due diligence in respect of the Client by AllUnity;
  - (ii) Set-up of a wallet or Crypto Asset Account using a Blockchain Address on one of the Approved Blockchains; and
  - (iii) Provision and verification of the Client's bank account and related IBAN as well as the Client's Blockchain Address used for the issuance and redemption of EMTs by the Client.

## **5 Wallet Requirements and Client Responsibility**

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- 5.1 AllUnity does not offer wallet or custody services. The Client must provide and use a Blockchain Address under the Client's exclusive control for the issuance and redemption of EMTs.
- 5.2 The Client is solely responsible for the safekeeping, confidentiality, and technical functionality of its Blockchain Addresses and associated private keys and/or its Crypto Asset Account and related access credentials. AllUnity has no responsibility in relation thereto. AllUnity therefore accepts no liability in relation thereto.

## **6 Access to the Platform**

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- 6.1 The Client will receive access credentials for two Administrator Accounts following approval as Verified Institution. These Administrator Accounts may:
  - (i) Create, modify, approve and deactivate individual User Accounts. Each additional User Account will only be created upon successful completion of the onboarding and AML/CTF procedures including KYC and CDD for the respective user;
  - (ii) Add, deactivate, and access static data related to the Client's IBANs and Blockchain Addresses;
  - (iii) Create, modify, and approve IBAN-to-Blockchain Address mappings for EMT issuance;

(iv) Create, modify, and approve Blockchain Address-to-IBAN mappings for EMT redemption; and

(v) Reset passwords for Administrator and User Accounts.

- 6.2** Activities on the Platform are only permitted through a combination of (i) a verified bank account identified by an IBAN which is mapped on the Platform to (ii) a verified Blockchain Address of the Client.
- 6.3** All actions (including declarations) made via a User Account are attributed to the Client. AllUnity is entitled to rely on any actions (including declarations) made via the User Account to have been made by the Client. In respect of legal entities other than individuals, AllUnity is entitled to consider the (natural) person identified in a User Account to be authorized by the Client to act in the name and on behalf of the Client, in respect of any action (including the submission and receipt of declarations of intent) on the Service. AllUnity is not required to verify any other credentials but for the access information.
- 6.4** AllUnity reserves the right to delete User Accounts with incomplete registrations or those which contain incorrect information after a reasonable period of time. This also applies to User Accounts that have not been used for a longer period of time. Before deleting such a User Account, the AllUnity will inform the Client with a reasonable time prior to any such deletion.
- 6.5** All actions conducted on the Platform and with regard to the Service are subject to audit and compliance oversight by AllUnity.

## **7 Issuance and Redemption of EMTs via the Platform**

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- 7.1** Through the Platform, Clients may at any time during the Operating Time request AllUnity to (i) issue EMTs to the Client on the basis of the relevant EMT's terms and conditions as set out in the respective white paper relating to such EMT or (ii) redeem EMTs. Any such issuance and/or redemption is subject to AML requirements and applicable limits pursuant to **Clause 19 (Limits)**. The process of issuing and redeeming EMTs to Verified Institutions is set out in the **Annex** hereto (*Process of Issuance and Redemption of EMTs to Verified Institutions*) attached to these Terms.
- 7.2** With regard to the issuance of EMTs, the Client is obliged to pay the EUR equivalent corresponding to the amount of EMTs to be issued to AllUnity prior to any issuance of EMTs. Any issuance of EMTs by AllUnity is subject to receipt of the aforementioned amount by AllUnity in freely transferable funds on the bank account of AllUnity notified to the Client.
- 7.3** With regard to the redemption of EMTs, the Client is obliged to transfer the EMTs to be redeemed to the Blockchain Address of AllUnity prior to the payment of the redemption amount by AllUnity. Any redemption of EMTs by AllUnity is subject to receipt of the EMTs to be redeemed by AllUnity in freely transferable form on the Blockchain Address of AllUnity notified to the Client.

- 7.4** Access to the Platform or the Service as such does not constitute a claim by the Client to have EMTs issued to the Client or redeem EMTs.

## 8 AML, CTF and Sanctions Compliance

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- 8.1** Clients are required to provide true and complete onboarding and AML/CTF documentation and maintain such information up to date. AllUnity may request supplementary documents or clarification at any time to ensure ongoing compliance. Failure to comply may result in access restrictions or termination.
- 8.2** AllUnity is subject to supervision by BaFin and complies with all applicable AML, CTF and sanctions obligations under Applicable Law.
- 8.3** The Client shall cooperate fully with AllUnity in respect of any compliance checks or verification procedures and shall not engage in any prohibited activity under Applicable Law or these Terms.
- 8.4** AllUnity may block, suspend, or freeze any Administrator and User Account or transaction and will report any suspicious activity to BaFin or any other respective supervisory authority without prior notice.

## 9 Prohibited Activities

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The following activities are expressly prohibited on the Platform and the Service. AllUnity reserves the right to monitor, suspend, or block any activity or Administrator and User Accounts associated with such activities. This list is non-exhaustive:

- 9.1 Sanctions and Embargoes:** Engagement with persons, entities, or jurisdictions subject to:
- (i) EU, UK or United Nations sanctions programs;
  - (ii) U.S. OFAC Specially Designated Nationals (SDN) lists;
  - (iii) Enforcement orders issued by BaFin;
  - (iv) Jurisdictions classified as high-risk by the FATF or designated by AllUnity.
- 9.2 Illicit Goods & Services:** Production, distribution, or trade in:
- (i) Weapons, any form of ammunitions, drones, or military-grade equipment;
  - (ii) Controlled substances (unless fully licensed in both the Client's and transaction jurisdiction);
  - (iii) Drug trafficking precursors or synthetic narcotics, including steroids, cannabis;

- (iv) Goods or services infringing intellectual property rights;
- (v) Items subject to international prohibitions (e.g., ozone-depleting substances under the Montreal Protocol).

**9.3 Financial Crimes:**

- (i) Money laundering, sanction evasions and/or terrorist financing;
- (ii) Fraudulent schemes (e.g., broker fraud, investment fraud, nested services, social engineering, ransomware, malware, pyramid schemes);
- (iii) Bribery, corruption, or kickback payments;
- (iv) Market abuse, including insider trading or misuse of material non-public information.

**9.4 Unlicensed Activities:**

- (i) Operation of gambling services without valid licenses in both relevant jurisdictions;
- (ii) Provision of unauthorized financial services, including unlicensed money transmission.

**9.5 High-Risk Sectors:** Activities linked to:

- (i) Darknet marketplaces offering illicit goods or services;
- (ii) Nuclear technology or consulting services (excluding IAEA-compliant civil use); this includes raw materials, fuels, and dual-use items;
- (iii) Human trafficking, forced labour, or modern slavery;
- (iv) Child sexual abuse material (CSAM), obscene content, escort services, or the adult entertainment industry.

**9.6 Misuse:**

- (i) Misuse of AllUnity-issued IBANs for peer-to-peer crypto exchange activities (e.g., centralised P2P platforms);
- (ii) Use of falsified or synthetic identity documents;
- (iii) Structuring activities or minting requests to avoid detection or regulatory thresholds;
- (iv) Engagement in any activity that may harm, disrupt, compromise, or otherwise negatively affect the security, integrity, availability, or performance of the Platform or the Service.



## 10 Client Rights and Obligations

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**10.1** The Client is permitted to use the Platform exclusively for the Service under these Terms.

**10.2** The Client must:

- (i) Ensure compliance with all provisions of these Terms.
- (ii) Refrain from all prohibited activities under Applicable Law and these Terms.
- (iii) Maintain operational security (e.g., Multi-factor authentication, secure browsers, etc.).
- (iv) Implement, operate and maintain at its own expense all technical prerequisites (hardware, software, and telecommunications) to use the Platform and the Service in accordance with these Terms within its area of responsibility. In particular, the Client must ensure stable internet access and access the Platform via one of the Approved Internet Browsers. The Client is obliged to use the latest version of the Approved Internet Browsers and update the respective internet browser whenever a new version is available.
- (v) Permit only individuals access to the Service who are authorized by the Client to act in the name and on behalf of the Client in respect of any action (including the submission and receipt of declarations of intent) on the Service.
- (iv) Use only verified IBANs and verified Blockchain Addresses.
- (v) Promptly provide, at its own cost and expense, all information within its possession or control that is reasonably requested by AllUnity to enable AllUnity to comply with Applicable Law or to comply with an information request from a regulator, any other governmental body, regulatory or supervisory authority or a court.
- (vi) Raise any concern about the operation of the Service or conduct of another User, without undue delay with AllUnity, who may invoke an investigation and deliver a decision on the issue.
- (vii) Copy, duplicate, download, publish, transmit or otherwise reproduce, transfer, distribute, store, aggregate, or otherwise use in any form or by any means any content from the Service not in any manner that differs from the functionality of the Service.
- (viii) Promptly notify AllUnity of any missing qualities or of any defects of the Service (notice of defect) describing the missing qualities or the defects and, in the latter case, providing all information conducive to correction of the error to the extent available to the Client.

(ix) Be responsible for ensuring that all information provided by it in connection with the use of the Service, in particular the creation of a User Account is complete, true and accurate and shall, for the duration of its access to the Platform and the Service, update such information promptly upon being aware of any changes thereto.

(x) Be responsible for ensuring that it, or anyone carrying out its obligations under these Terms on its behalf, comply with any Applicable Law governing the access and use of the Platform and the Service.

(xi) Review all information on, and ensure that all data submitted to, the Service, is complete and accurate.

### 10.3 The Client may not directly or indirectly:

(i) Use or access the Service for any purpose other than a purpose expressly agreed on under these Terms or expressly approved by AllUnity.

(ii) Use or access the Service in a manner that damages or adversely affects the reputation of AllUnity.

(iii) Conduct any form of systematic or automated data collection related to the Service except as foreseen by the functionality of the Service.

(iv) Use or access the Service in a manner that causes, or would cause, AllUnity to breach any Applicable Law, or any legal duty or obligation to any person.

(v) Use the Service to create any software, product or system that is similar to the Service.

(vi) Use the Service in violation of any law or regulation or rights of any person, included but not limited to intellectual property rights.

(vii) Disassemble, decompile, reverse engineer, or use any other means to attempt to discover any source code or underlying ideas, algorithms or organization of the Service or part thereof.

(viii) Use or access the Service in a manner that may impact the stability of AllUnity's Systems or may interfere in any way with the performance of AllUnity's System.

**"Systems"** means the computer systems (including software, hardware, operating systems, internet facilities, IT networks and information technology infrastructure).

(ix) Transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any of AllUnity's System or data.

(x) Sub-license, sell, lease, loan or transfer the Service or any access information or derive revenues from the use of the Service whether for direct commercial monetary gain or otherwise.

- 10.4** The Client shall enforce strict internal access controls and is solely and fully responsible for ensuring that Platform Credentials are kept secure and are used only in accordance with this Agreement. Access to any credentials, authentication tools, or other means of accessing the Platform or the Service (the “**Platform Credentials**”) is strictly limited to those employees or agents of the Client who have an absolute operational necessity for such access. The Client must ensure that these Terms will be observed by all users accessing the Platform or the Service through the Administrator Account or User Accounts. The Client is obliged to inform AllUnity without undue delay if the Client has reason to believe that an unauthorised third party has access to its Administrator or User Account. The Client bears exclusive and unrestricted liability for any use, misuse, or compromise of the Platform Credentials, whether authorized, unauthorized, intentional, or negligent.
- 10.5** In the event of a violation of **Clause 10.2, 10.3 and 10.4**, AllUnity is entitled to block the User Account to a reasonable extent from further use until the facts of the case have been clarified. AllUnity’s termination right pursuant to these Terms remains unaffected.
- 10.6** AllUnity is not responsible to manage, monitor, verify, or in any other way police the Client’s use or management of Platform Credentials or activity on the Platform or the Service conducted using the Client’s Platform Credentials.

## 11 Fees

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Fees applicable to the use of the Platform and the Service, including issuance and redemption of EMTs, are set forth in a separate fee schedule.

## 12 Amendments

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- 12.1** Amendments: Any amendment to these Terms will be offered by AllUnity to the Client in writing at least two (2) months before the proposed effective date (the “**Amendment Effective Date**”) in accordance with **Clause 14 (Notifications)**.
- 12.2** AllUnity may make the further use of the Platform or the Service dependent on the Client’s consent to the amended Terms.
- 12.3** An amendment offered by AllUnity to these Terms only becomes effective upon acceptance by the Client.
- 12.4** If the Client has not rejected the proposed amendment before the Amendment Effective Date, the Client shall be deemed to have accepted any such proposed amendment (deemed consent) only in respect of an amendment that is made to restore conformity of the provisions with legal or regulatory requirements given that such provision is no longer in conformity with the legal or regulatory requirements including due to (i) a change in law or (ii) as a consequence of a final judicial decision (including by a court of first instance) or (iii) due to a binding order from a national or international authority competent for the registry authority.

**12.5** Deemed consent pursuant to paragraph (3) above does not apply to:

- (i) Amendments to this amendment clause.
- (ii) Amendments relating to the principal obligation of the Terms, i.e. the issuance or redemption obligation of EMTs.
- (iii) Amendments of the Fees payable by the Client.
- (iv) Amendments that would have the equivalent effect of entering into a new agreement.
- (v) Amendments that would significantly modify the agreed allocation of costs and benefits for the performance of the principal obligation by AllUnity and any fees payable therefore significantly to the advantage of AllUnity.

In such cases, AllUnity will obtain the Client's consent to the amendments by other means.

**12.6** The Client is entitled to reject any such amendment and/or to terminate without observing a notice period (fristlos kündigen) these Terms prior to the envisaged Amendment Effective Date.

**12.7** If the Client rejects AllUnity's offer for an amendment of the Terms or agrees by way of deemed consent to an amendment of the Terms, the Client has the right to redeem its EMTs free of charge before the Amendment Effective Date in accordance with the respective EMT terms and conditions in the white paper of the EMT.

**12.8** AllUnity will inform the Client together with the proposed amendment of the consequences of his non-acceptance and his termination right.

## 13 Platform Term and Termination

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**13.1** The Agreement is concluded for an indefinite term and may be terminated by either Party with 90 days' notice.

**13.2** AllUnity reserves the right to terminate the Agreement with immediate effect for good cause, in particular, in the event of regulatory, legal, or compliance breaches, in particular any violation of **Clause 6** (*Access to the Platform*), **Clause 8** (*AML, CFT and Sanctions Compliance*) and **Clause 9** (*Prohibited Activities*).

**13.3** Upon termination, the Client must settle all pending activities without undue delay. Administrator and User Accounts will be disabled (subject to any unwind functionalities, if any) and relevant data will be retained in accordance with Applicable Law. These Terms remain applicable after termination for as long as the Client holds any EMTs.

## 14 Suspension and Account Closure

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**14.1** AllUnity may, at its discretion, suspend or permanently close Administrator and/or User Accounts if:

- (i) A violation of Applicable Law or these Terms is identified;
- (ii) AML/KYC cooperation is refused or incomplete;
- (iii) Technical or operational anomalies occur; or
- (iv) Risk factors emerge that affect the integrity or reputation of AllUnity.

**14.2** AllUnity may permanently close all Administrator and User Accounts of the Client only subject to the termination requirements of **Clause 13** (*Platform Term and Termination*).

## 15 Notifications

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**15.1** Notifications of the Client to AllUnity about any legally binding declarations are to be made in writing via

- (i) e-mail to [support@allunity.com](mailto:support@allunity.com) or such other e-mail address as published AllUnity on its website for these purposes,
- (ii) any communication tool provided by AllUnity on its website or the Platform or
- (iii) in any event by post to the registered office of AllUnity at Sandweg 94, 60313 Frankfurt am Main, Federal Republic of Germany (as set out in the relevant company's register of AllUnity or published by AllUnity on its website).

Any such notifications shall be in the English or the German language.

**15.2** Notifications by AllUnity in respect of the Platform and the Service shall be made by notification in text form, as the case may be and AllUnity deems appropriate:

- (i) via a non-fungible token (NFT) to a Client's Blockchain Address and/or
- (ii) published by AllUnity (a) on the Platform and/or (b) on AllUnity's website <https://allunity.com/notifications/> or a website subsequently designated for that purpose and/or (c) in the German Federal Gazette (*Bundesanzeiger*) or such other newspaper of widespread publication. Notifications published by AllUnity shall be deemed valid as of the third (3rd) day after the date on which they are published.

## 16 Data Protection

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**16.1** AllUnity may process the personal data of the Client and/or the user of the respective User Account as part of or in connection with the use of the Services provided by AllUnity in accordance with these Terms.

- 16.2** The Client and/or user will have to register for the Services by providing his/her access information. The provision of the access information, as well as the provision of the information needed by AllUnity to verify the Client and its authorised users, is mandatory. All other information can be provided voluntarily by using the Services.
- 16.3** AllUnity processes (including storage) the access and verification information of the Client and the user of each User Account required for the fulfillment of the agreement, until the Client or the respective user finally deletes his/her User Account. The legal basis for this processing is Art. 6 (1) b GDPR. Furthermore, AllUnity stores the voluntary information provided by the Client or any user of a User Account for the time of using the Services, unless the user deletes them beforehand. The legal basis for the processing is Art. 6 (1) a GDPR, as the voluntary provision of that personal data is considered consent.
- 16.4** Further information and details on data protection can be found on the website of AllUnity under <https://allunity.com/privacy/>.

## 17 Record-Keeping and Audit Cooperation

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- 17.1** AllUnity records and stores all Client activities and interactions on the Platform or in relation to the Service in a tamper-resistant and audit-proof manner in line with Applicable Law.
- 17.2** AllUnity shall, upon request by BaFin or any other respective supervisory authority, cooperate and provide access to relevant records, subject to applicable data protection obligations.

## 18 Liability

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- 18.1** AllUnity is liable to the Client only in cases of intent (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) and culpable bodily harm (damage to life, body or health) by its legal representatives or vicarious agents (*Erfüllungsgehilfen*).
- 18.2** If AllUnity or its legal representatives or vicarious agents (*Erfüllungsgehilfen*) violate an 'essential contractual obligation' (*wesentliche Vertragspflicht*), AllUnity is liable to the Client also for simple negligence (*einfache Fahrlässigkeit*).

An 'essential contractual obligation' is an obligation which enables the proper performance and execution of the Agreement and on which each Party relies on the counterparty to comply with, and the breach of which endangers the achievement of the purpose of the Agreement. In cases of simple negligent violation of an essential contractual obligations, AllUnity's liability is limited to foreseeable damages typical for this type of agreement.

- 18.3** Subject to the provisions of this **Clause 18 (Liability)**, AllUnity's liability is limited to EUR 1 million.
- 18.4** AllUnity is not liable for punitive damages.

- 18.5** AllUnity is not responsible and assumes no liability for damages due to force majeure (*höhere Gewalt*) or events beyond AllUnity's reasonable control.
- 18.6** Any such limitation of liability of AllUnity shall apply *mutatis mutandis* to the liability of the legal representatives, employees and authorised representatives of the AllUnity.
- 18.7** The above limitations of liability are not applicable in cases of mandatory statutory liability (in particular under MiCAR including the liability of AllUnity and the members of its administrative, management or supervisory body (as applicable) to the Client pursuant to Article 52 MiCAR).
- 18.8** Subject to any fault attributable to AllUnity and subject to the provisions of this **Clause 18 (Liability)**, AllUnity bears no responsibility for:
- (i) Losses arising from compliance with sanctions laws, regulatory directives, or legal orders;
  - (ii) Third-party claims related to frozen, blocked, or forfeited assets;
  - (iii) Third-party claims related to failed or unexecuted activities;
  - (iv) Commercial impacts of account restrictions;
  - (v) Technical failures of the Platform or any of its components, including software bugs or downtime;
  - (vi) Failures or delays caused by third-party Service Providers, including hosting providers, cloud infrastructure (e.g., AWS), internet Service Providers (e.g., Domain Name Service disruptions), or blockchain networks;
  - (vii) Failures or operational restrictions of intermediary or transaction banks, including reserve banks;
  - (viii) Deferred or non-execution of minting or redemption requests due to technical, operational, or regulatory reasons;
  - (ix) Any loss of profit, business interruption, reputational harm, or other indirect or consequential damages.

## 19 Limits

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- 19.1** AllUnity may apply limits to ensure compliance with prudential and AML/CTF obligations. These could include:
- (i) The total volume of EMTs issued may be capped based on the AllUnity's own funds requirements under Applicable Law.

(ii) Limits may be applied and/or adjusted individually based on the verified source of funds/wealth provided by the Client.

AllUnity may refuse activities that exceed applicable limits.

- 19.2** Client-specific limits to the source of funds/wealth will be transparently displayed for Client on the Platform.
- 19.3** AllUnity will not automatically process incoming fiat payments from bank accounts (and related IBANs) that have not been verified. In such cases, AllUnity reserves the right to return the funds to the original sending bank account without further processing.
- 19.4** The Client is required to comply with the individual limit allocated to the Client for EMT issuance. EMT issuance requests that exceed this amount will not be executed. AllUnity reserves the right to return any received excess amount for such issuance requests to the Client.
- 19.5** AllUnity reserves the right to reject any request for the issuance of EMTs that, if executed, would result in AllUnity breaching applicable regulatory thresholds, operational constraints, or prudential limitations. In such cases, AllUnity may return the corresponding fiat amount to the Client without further processing.

## 20 Transfer and Assignments

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The Client may not assign, novate or transfer in any way, or charge the benefit of, any of its rights, liabilities or obligations on a temporary or permanent basis to any third party.

## 21 Governing Law and Jurisdiction

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- 21.1** The Agreement (and all non-contractual rights and obligations arising under or in connection therewith) shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.
- 21.2** The place of jurisdiction for disputes arising out of or in connection with the Agreement, the Platform and/or the Service (including all disputes with regard to non-contractual rights and obligations arising out of or in connection with these Terms, the Platform and/or the Service) shall be Frankfurt am Main, Federal Republic of Germany.

If the Client is a merchant (Kaufmann) and if the potential dispute is attributable to the conduction of your trade or any business activity, the exclusive place of jurisdiction for disputes arising out of or in connection with the Agreement, the Platform and/or the Service (including all disputes with regard to non-contractual rights and obligations arising out of or in connection with these Terms, the Platform and/or the Service) shall be Frankfurt am Main, Federal Republic of Germany.

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**ANNEX**  
**to the Terms of Service of the AllUnity (Mint) Platform**

**- Process of Issuance and Redemption of EMTs -**

This Annex sets out the process for the issuance of EMTs by AllUnity to Clients approved as Verified Institutions and the redemption of EMTs by AllUnity from Clients approved as Verified Institutions for purposes of the **Clause 7** of the Terms of Service of the AllUnity (Mint) Platform (the “**Terms**”). Terms not otherwise defined in this Annex shall have the meaning given to them in the Terms.

EMTs issued by AllUnity are only issued to Clients approved as Verified Institutions through the Platform. Verified Institutions may only redeem EMTs through the Platform. Holders of EMTs other than Verified Institutions are subject to a separate redemption process provided by AllUnity to these other holders on its website.

A request to issue EMTs is made separately via the blockchain protocol and the corresponding Blockchain Address and is processed automatically. The Client is subject to pre-payment and must send the EUR equivalent value of the requested EMTs to the applicant for the issuance of the EMTs before any EMTs are issued.

**1. Issuance of EMTs**

**1.1 EMT Issuance Request**

The Client may at any time during the Platform’s Operating Time request the issuance of EMTs from AllUnity through the Platform (the “**EMT Issuance Request**”). Any such request is effected by the Client by transferring the respective EUR equivalent money amount from the whitelisted reference bank account of the Client to the transaction bank account of AllUnity, specifying the corresponding reference number or virtual IBAN for the issue processing instruction to be used that is provided to the Client on the Platform when submitting the request.

The amount of the EUR equivalent transferred corresponds to the amount of EMTs requested for issue (1.00 euros for 1.00 EMT).

Any such EMT Issuance Request is not binding on AllUnity.

**1.2 Processing of the EMT Issuance Request and EMT issuance**

After receipt of the EMT Issuance Request, the amount of money received in the transaction bank account in connection with any such EMT Issuance Request of AllUnity is blocked for further use for the period from receipt until the EMT Issuance Request is accepted or rejected, *inter alia*, for failure of compliance checks.

Subject to successful completion of compliance checks relating to, *inter alia*, the whitelisting of the reference bank account of the Client, AML checks, Client limits, regulatory issuance limits, etc., AllUnity will accept the EMT Issuance Request by issuing the respective EMTs to the Client to the whitelisted Blockchain Address mapped to the whitelisted reference bank account of the Client specified in the EMT Issuance Request. AllUnity waives receipt of any such acceptance.

Following the issuance of EMTs, the amount of money blocked in the transaction bank account of AllUnity for such issuance is released to AllUnity (in return for the EMTs issued).

The Client is notified of the issuance of the EMTs by a corresponding status update on the Platform.

## 2. Redemption of EMTs

### 2.1 EMT Redemption Request

The Client may at any time during the Platform's Operating Time request the redemption of EMTs from AllUnity through the Platform (the "**EMT Redemption Request**"). Any such request is effected by the Client by transferring EMTs from the Client's verified and whitelisted sender Blockchain Address to a dedicated exchange Blockchain Address of AllUnity set up by AllUnity for the redemption of EMTs by the Client and notified to the Client through the Platform. Any such EMT Redemption Request shall specify a (previously) whitelisted bank account and IBAN of the Client for the payment of the redemption amount.

Processing of any such EMT Redemption Request and payment of any redemption amount is subject to the terms of the EMT and Applicable Law.

### 2.2 Processing of the EMT Redemption Request

After receipt of the EMT Redemption Request, the EMTs received on the dedicated exchange Blockchain Address are blocked for the period from receipt of the EMTs until the redemption amount is paid or the EMT Redemption Request is rejected, *inter alia*, for failure of compliance checks.

Subject to successful completion of compliance checks relating to, *inter alia*, the whitelisting of the Blockchain Address of the Client, AML checks, successful mapping of the dedicated exchange Blockchain Address to a Client reference bank account on the Platform, Client limits, regulatory issuance limits, etc., AllUnity will create an identification number for the redemption transaction and pay the redemption amount for the EMTs to be redeemed to the Client to the whitelisted reference bank account specified in the EMT Issuance Request mapped to the whitelisted dedicated exchange Blockchain Address.

## Terms of Service

The Client is notified of the successful return of the EMTs by a corresponding status update on the Platform. Further information, including a receipt of the redemption amount, can be viewed and retrieved by the Client via the Platform using the identification number created for such redemption transaction.

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## TERMS AND CONDITIONS OF THE ALLUNITY E-MONEY TOKEN (THE "EURAU TERMS")

The rights and obligations attached to an EURAU are set out in these EURAU Terms which are available on the website of AllUnity under <https://allunity.com/terms-and-conditions> or a website subsequently designated for that purpose.

By obtaining, holding or using EURAU an EURAU Holder (as defined below) accepts and agrees to these EURAU Terms. An EURAU Holder (as defined below) who does not accept and agree to these EURAU Terms may not use EURAU.

The waives any requirement for receipt of acceptance by an EURAU Holder (as defined below) of these EURAU Terms.

### 1. Issuer, Status, Denomination, Issuance

- (1) **Issuer:** EURAU is issued by AllUnity GmbH, a limited liability company, registered under the commercial register of the local court of Frankfurt am Main under registration no. HRB 134001 and established under the laws of the Federal Republic of Germany, with its registered office at Sandweg 94, 60316 Frankfurt am Main, Federal Republic of Germany (the "**Issuer**").
- (2) **Status:** EURAU is an e-money token ("**EMT**") for purposes of Articles 3(1)(7), 48 et seq. Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets, as amended from time to time ("**MiCAR**").
- (3) **Denomination:** EURAU is denominated in euro with one euro equal to one EURAU. Each EURAU has a par value of one.
- (4) **Issuance of EURAU:** Pursuant to Article 49 MiCAR, the Issuer is obliged to issue EURAU at par value upon receipt of funds. For these purposes, EURAU has a register on the relevant blockchain on which it is issued containing all transfers of EURAU. Issuance of EURAU is effected by way of registration of EURAU upon initiation of the Issuer under the blockchain address of the initial purchaser (or its custodian) on the relevant blockchain on which EURAU is being issued. The Issuer issues EURAU only to a blockchain address of a Verified Institution.

"**Verified Institution**" means any institution admitted by the Issuer for the initial purchase of EURAU after the successful completion of the Issuer's onboarding process for verified institutions (including a corresponding due diligence and KYC/AML processes). A list of Verified Institutions is set out under <https://allunity.com/partners> or a website subsequently designated for that purpose.

### 2. EURAU Holders' Right of Redemption

- (1) **Right of Redemption:** Pursuant to Article 49(2) and (4) MiCAR and subject to the EURAU Terms, a holder of an EURAU (an "**EURAU Holder**") has a claim against AllUnity as the issuer of EURAU upon request of the EURAU Holder, for the redemption of an EURAU at any time and at par value for the payment in funds, other than electronic money, of the monetary value of EURAU as an EMT held by the EURAU Holder.
- (2) **Redemption Policy:** The right of redemption of an EURAU Holder is subject to the conditions for redemption set out in the EURAU redemption policy published by the Issuer from time to time under <https://allunity.com/redemption-policy> or a website subsequently designated for that purpose (the "**Redemption Policy**").

The Redemption Policy reflects the Issuer's obligation to comply with mandatory legal and regulatory requirements in connection with the redemption of EURAU, notably Issuer's the obligation to comply with anti-money laundering, anti-terrorist financing and sanctions requirements. These compliance obligations consist of, in particular, the verification by the Issuer based on information provided by the EURAU Holder and external sources of (i) the identity of the holder and beneficial owner of the EURAU subject to redemption, (ii) the source of funds and wealth (including the EURAU subject to redemption) of the EURAU Holder and (iii) control over the sender wallet by the EURAU Holder as well as the conducting of sanctions checks according to, including but not limited to, applicable European and US sanctions with regard to the holder and the beneficial owner of the EURAU subject to redemption.

- (3) **Transfer in lieu of Redemption:** In lieu of a redemption, an EURAU Holder may at any time obtain the economic equivalent to a redemption of an EURAU by way of sale and transfer of an EURAU in accordance with **Clause 3** (Availability and Transfers) to a third party (including a Verified Institution).

### 3. Availability and Transfers

- (1) **Availability of EURAU:** The availability of EURAU depends on the availability of the blockchain on which EURAU is being issued. Availability of EURAU may therefore be limited to the extent that any such blockchain is not available and/or access to any such blockchain or wallets or other technical equipment to access EURAU is unavailable due to planned downtime or caused by circumstances beyond the Issuer or the EURAU Holder's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving the User's employees), internet service provider failure or delay, or denial of service attack.
- (2) **Transfers:** An EURAU Holder may transfer an EURAU in whole or in fractions of 1/100 to a third party transferee by sending an EURAU to the third party transferee's blockchain address. As a consequence of any such transfer to a third party transferee's blockchain address, the transferring EURAU Holder may lose access and any entitlements to any such EURAU permanently. Such a permanent loss of access and/or entitlement may occur, if (i) the transferee's blockchain address is entered incorrectly and/or the person controlling such blockchain address cannot be discovered, (ii) the (new) EURAU Holder does not have or loses the private key associated with such blockchain address, (iii) the blockchain address belongs to an entity that will not return the EURAU, or (iv) the blockchain address belongs to an entity that may return the EURAU but requires further actions on its part, such as verification of the identity of the EURAU Holder. Any such transfer and instructions relating thereto is the sole responsibility of the EURAU Holder. Accordingly, the Issuer has no responsibility or obligation to track, verify or determine the source of the EURAU balance for an EURAU Holder, including any form of security interest claimed thereon.
- (3) **No Transfers to Blacklisted Blockchain Addresses:** Transfers to a Blacklisted Blockchain Address are not permitted. These transfers are invalid. "Blacklisted Blockchain Address" means any blockchain address that is in violation of the EURAU Terms and/or compliance obligations the Issuer is subject to, such as anti-money laundering and sanctions obligations.
- (4) **Blocking of EURAU:** The Issuer reserves the right to block a transfer of an EURAU to or from a Blacklisted Blockchain Address (and each such EURAU a "**Blocked EURAU**"). In certain circumstances, the Issuer may report the (attempted) transfer of a Blocked EURAU to the relevant authorities. The Issuer may also be required by law to surrender the reserves of the EURAU (the "**EURAU Reserves**") related to a Blocked EURAU to the relevant authorities. The relevant EURAU Holder may forfeit any rights associated with any such Blocked EURAU, including the right to redeem and/or transfer any such Blocked EURAU, if the Issuer is prohibited or required to by governmental or judicial orders or by law, in particular under compliance

obligations the Issuer is subject to, such as anti-money laundering and sanctions obligations, from satisfying such rights of the EURAU Holder.

- (5) **Smart Contracts:** The transfer of EURAU is based on blockchain technology and smart contracts may be used to transfer EURAU and to implement transfer restrictions applicable to EURAU.

#### 4. No Lien or Equity Interest

The holding of EURAU will not result in (i) the creation or imposition of any lien or other encumbrance on any of the Issuer's property, assets or revenues; or (ii) the creation of any equity or ownership interest in the Issuer.

#### 5. Representations and Undertakings of the EURAU Holders

An EURAU Holder is subject to the following undertakings:

- (1) **Compliance with EURAU Terms:** The EURAU Holder is holding and using EURAU in compliance with the EURAU Terms.
- (2) **Code of Conduct:** The EURAU Holder complies, and will comply, with the EURAU Code of Conduct (attached to these EURAU Terms).
- (3) **Information:** Any information provided to the Issuer is correct and complete. The EURAU Holder will promptly provide the Issuer with all information reasonably requested by the Issuer, including any such information to enable the Issuer to comply with applicable law or any request from any regulatory or other governmental authority.
- (4) **Declarations:** All declarations and other actions made via the EURAU Holder's blockchain address relating to EURAU are attributed to it. The Issuer is entitled to rely on any declaration or other action made via the EURAU Holder's blockchain address relating to EURAU to have been made by it (or, in case of legal entities on its behalf by a properly authorized representative).
- (5) **Liability of the Issuer:** The liability of the Issuer is limited as set out in **Clause 6 (Liability)** below.
- (6) **Use of EURAU:** The EURAU Holder is solely responsible for the use of EURAU (and the merchantability and fitness for a particular purpose of EURAU) and all claims, issues, cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received, or transactions entered into involving EURAU.
- (7) **Intellectual Property Rights:** The EURAU Holder is the sole responsibility of the EURAU Holder that the EURAU Holder's use of EURAU, the software required to hold and/or transfer EURAU or its content will not infringe the rights of third parties.

#### 6. Liability

- (1) **Issuer Liability:** The Issuer is liable to an EURAU Holder only in cases of intent (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) and culpable bodily harm (damage to life, body or health) by its legal representatives or vicarious agents (*Erfüllungsgehilfen*).
- (2) **Liability for Simple Negligence:** If the Issuer or its legal representatives or vicarious agents (*Erfüllungsgehilfen*) violate an 'essential contractual obligation' (*wesentliche Vertragspflicht*), the Issuer is liable to an EURAU Holder also for simple negligence (*einfache Fahrlässigkeit*). An 'essential contractual obligation' is an obligation which enables the proper performance and

execution of the Agreement and on which each Party relies on the counterparty to comply with, and the breach of which endangers the achievement of the purpose of the agreement. In cases of simple negligent violation of an essential contractual obligations, the Issuer's liability is limited to foreseeable damages typical for this type of agreement.

- (3) **Limitation of Liability:** The liability of the Issuer pursuant to paragraph (2) of this **Clause 6 (Liability)** is limited to a total amount per annum of the lower of 0.1% of the total par value of outstanding EURAU and EUR 5.000.000.
- (4) **Consequential Damages:** In case of paragraph (2) of this **Clause 6 (Liability)**, the Issuer is not liable for consequential damages (including loss of profits).
- (5) **Punitive Damages:** The Issuer is not liable for punitive damages.
- (6) **Force Majeure:** The Issuer is not responsible and assumes no liability for damages due to force majeure (*höhere Gewalt*) or events beyond AllUnity's reasonable control.
- (7) **Representatives and Employees:** Any such limitation of liability of the Issuer shall apply *mutatis mutandis* to the liability of the legal representatives, employees and authorised representatives of the Issuer.
- (8) **Mandatory Liability:** The above limitations of liability are not applicable in cases of mandatory statutory liability (in particular under MiCAR including the liability of the Issuer and the members of its administrative, management or supervisory body (as applicable) to an EURAU Holder pursuant to Article 52 MiCAR).

## 7. Notifications

- (1) **Notifications to the Issuer:** Notifications of EURAU Holders to the Issuer about any legally binding declarations are to be made in writing via (i) email to support@allunity.com or such other e-mail address as published by the Issuer on its website for these purposes, (ii) any communication tool provided by the Issuer on its website or (iii) in any event by post to the registered office of the Issuer at Sandweg 94, 60313 Frankfurt am Main, Federal Republic of Germany (as set out in the relevant company's register of the Issuer or published by the Issuer on its website). Any such notifications shall be in the English or the German language.
- (2) **Notifications to the EURAU Holders:** Notifications by the Issuer in respect of EURAU shall be made by notification in text form, as the case may be and the Issuer deems appropriate:
  - (i) via a non-fungible token (NFT) to an EURAU Holder's wallet and/or
  - (ii) published by the Issuer (a) on the Issuer's website <https://allunity.com/notifications> or a website subsequently designated for that purpose and/or (b) in the German Federal Gazette (Bundesanzeiger) or such other newspaper of widespread publication. Notifications published by the Issuer shall be deemed valid as of the third (3rd) day after the date on which they are published.

## 8. Suspension of EURAU

- (1) **Suspension of EURAU:** The Issuer may take one or more of the following measures in respect of an EURAU and/or an EURAU Holder, as the case may be, upon becoming aware of any of the Reasons for Suspension.
  - (i) Warn other EURAU Holders.
  - (ii) Notify relevant authorities in respect of the occurrence of any Reason for Suspension and disclose all relevant information relating thereto.

- (iii) Block (temporarily or permanently) transfers of any affected EURAU (in particular with regard to any Blocked EURAU).
- (iv) Block (temporarily or permanently) access of any relevant EURAU Holder to any one or more EURAUs.
- (v) Withhold redemption of an EURAU.
- (vi) Cancel the redemption claim in respect of an EURAU or an EURAU Holder.
- (vii) Take such other (temporary or permanent) measures as the Issuer considers reasonable under the circumstances.

The occurrence of any of the following constitutes a **"Reason for Suspension"**:

- (i) Any violations of compliance obligations in respect of anti-money laundering, anti-terrorist financing or sanctions applicable to the Issuer, EURAU and/or the relevant EURAU Holder.
  - (ii) Any material violation of these EURAU Terms.
  - (iii) Any use of EURAU in violation of applicable statutory provisions or governmental or court orders.
  - (iv) To give effect to any order from a regulatory or judicial authority having jurisdiction over the Issuer and/or EURAU.
  - (v) Any use of EURAU that may otherwise damage or adversely affect the Issuer's reputation.
  - (vi) Any other material reason (wichtiger Grund).
- (2) **Additional Measures:** The aforementioned measures may also be taken by the Issuer, if these measures are necessary to:
- (i) Protect other EURAU Holders from fraudulent activities or activities in violation of statutory provisions.
  - (ii) Protect legitimate interests of the Issuer.
  - (iii) Preserve the security or integrity of EURAU.
  - (iv) Ensure orderly market conditions.
  - (v) Ensure compliance with any law applicable to the Issuer, EURAU or the relevant EURAU Holder.
- (3) **Interest of EURAU Holders:** When choosing to suspend or take a measure, the Issuer shall take into account the legitimate interests of the EURAU Holder concerned.
- (4) **Notification of EURAU Holders:** The Issuer shall use reasonable efforts to notify the relevant EURAU Holder. For these purposes the Issuer may use any form of notification set out **Clause 7 (Notifications)**. The Issuer may also use any other form of notification as the Issuer considers reasonable.

## 9. Term and Termination

- (1) **Indefinite Term:** These EURAU Terms apply to any EURAU for as long as any such EURAU is outstanding and not redeemed by the Issuer.
- (2) **Termination by the Issuer with Notice.** The Issuer may at any time terminate these EURAU Terms in respect of all, but not one, EURAU with a notice period of six (6) months. Any such notice is to be given in accordance with Clause 7 (Notifications).



- (3) **Termination by the Issuer with Immediate Effect:** The Issuer may at any time terminate these EURAU Terms with immediate effect with regard to any one or more EURAU and/or any one or more EURAU Holder in the following events:
- (i) Any Reason for Suspension to the extent it is comparable to a material reason (*wichtiger Grund*).
  - (ii) Termination of the Issuer's EURAU issuing activities.
  - (iii) Transfer of the Issuer's EURAU issuing activities (including, but not limited to, to enable the Issuer to replace and/or redeem and issue new identical EURAUs in situations where a transfer requires the consent of all EURAU Holders).
  - (iv) To give effect to any order by a competent regulatory or judicial authority.
  - (v) Any other material reason (*wichtiger Grund*).
- (4) **Form of Termination Notice:** Any notice for purposes of this **Clause 9 (Term and Termination)** is to be given in accordance with **Clause 7 (Notifications)**. The Issuer shall also publish the method and timeline for redemption of the affected EURAU in accordance with **Clause 7 (Notifications)**.
- (5) **Expiry of Claims:** Any claim for redemption expires three (3) years after the end of the calendar year in which the termination becomes effective.

## 10. Amendments

- (1) **Amendments:** Any amendment to these EURAU Terms will be offered by the Issuer to the EURAU Holders in writing at least two (2) months before the proposed effective date (the "**Amendment Effective Date**") in accordance with **Clause 7 (Notifications)**. The Issuer may make the further use of EURAU dependent on the EURAU Holder's consent to the amended EURAU Terms.
- (2) **Acceptance by the EURAU Holder:** An amendment offered by the Issuer to these EURAU Terms only becomes effective upon acceptance by the EURAU Holder.
- (3) **Deemed Consent by the EURAU Holder:** If the EURAU Holder has not rejected the proposed amendment before the Amendment Effective Date, the EURAU Holder shall be deemed to have accepted any such proposed amendment (deemed consent) only in respect of an amendment that is made to restore conformity of the provisions with legal or regulatory requirements given that such provision is no longer in conformity with the legal or regulatory requirements including due to (i) a change in law or (ii) as a consequence of a final judicial decision (including by a court of first instance) or (iii) due to a binding order from a national or international authority competent for the registry authority.
- (4) **Exclusion of Deemed Consent:** Deemed consent pursuant to paragraph (3) above does not apply to:
- (i) Amendments to this amendment clause.

- (ii) Amendments relating to the principal obligation of the EURAU Terms, i.e. the redemption obligation of EURAU pursuant to paragraph (1) and (2) of **Clause 2 (EURAU Holders' Right of Redemption)** as well as the transfer mechanism pursuant to **Clause 3 (Availability and Transfers)**.
- (iii) Amendments that would have the equivalent effect of entering into a new agreement.
- (iv) Amendments that would significantly modify the agreed allocation of costs and benefits for the performance of the principal obligation by the Issuer and any fees payable therefore significantly to the advantage of AllUnity.

In such cases, the Issuer will obtain the EURAU Holder's consent to the amendments by other means.

- (5) **Termination Right of EURAU Holder:** An EURAU Holder is entitled to reject any such amendment and/or to terminate without observing a notice period (*fristlos kündigen*) these EURAU Terms prior to the envisaged Amendment Effective Date.

If an EURAU Holder rejects the Issuer's offer for an amendment of the EURAU Terms or agrees by way of deemed consent for an amendment of terms, the EURAU Holder has the right to redeem its EURAU token free of charge before the Amendment Effective Date in accordance with paragraphs (1) and (2) of **Clause 2 (EURAU Holders' Right of Redemption)**.

The Issuer will inform the EURAU Holder together with the proposed amendment of the consequences of his non-acceptance and his termination right.

## 11. Substitution of the Issuer

- (1) **Right of Substitution:** The Issuer is entitled at any time, without the consent of the EURAU Holders, to substitute it as issuer with another entity as issuer (the "**Successor Issuer**") with respect to all obligations arising out of or in connection with the EURAU provided that:
  - (i) the Successor Issuer assumes all obligations of the Issuer arising from or in connection with EURAU;
  - (ii) all measures, conditions and steps that must be taken, performed and executed (including obtaining necessary licenses and consents) to ensure that the Successor Issuer may effectively redeem and issue EURAU have been taken, performed and executed;
  - (iii) the Successor Issuer has undertaken to indemnify and hold each EURAU Holder harmless for all taxes, levies, assessments or official fees imposed on the EURAU Holder as a result of the replacement of the Issuer by the Successor Issuer; and
  - (iv) (a) the Issuer has guaranteed all obligations of the Successor Issuer arising out of EURAU for the benefit of the EURAU Holders and the wording of this guarantee has been disclosed in accordance with **Clause 7 (Notifications)** or (b) the Successor Issuer has become the holder of the Reserve Assets.
- (2) **Notification of Substitution:** The substitution of the Issuer will be notified in accordance with **Clause 7 (Notifications)**. Upon effective replacement of the Issuer pursuant to this **Clause 11 (Substitution of the Issuer)**, the Successor Issuer shall assume the position of the Issuer in all respects and the Issuer shall, subject to paragraph (1)(v) of **Clause 11 (Substitution of the Issuer)**, be released from all obligations arising out of or in connection with EURAU.

- (3) **Termination Right of EURAU Holder:** Any EURAU Holder is entitled to terminate without observing a notice period (fristlos kündigen) these EURAU Terms within three (3) months of the notification of the replacement of the Issuer. The Issuer will redeem the EURAU held in accordance with **Clause 2** (*EURAU Holders' Right of Redemption*).

## 12. Governing Law; Jurisdiction

- (1) **Governing Law:** These EURAU Terms (and all non-contractual rights and obligations arising under or in connection therewith) shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.
- (2) **Place of Jurisdiction:** The place of jurisdiction for disputes arising out of or in connection with these EURAU Terms and/or EURAU (including all disputes with regard to non-contractual rights and obligations arising out of or in connection with these EURAU Terms and/or EURAU) shall be Frankfurt am Main, Federal Republic of Germany.

If the EURAU Holder is a merchant (*Kaufmann*) and if the potential dispute is attributable to the conduction of your trade or any business activity, the exclusive place of jurisdiction for disputes arising out of or in connection with these EURAU Terms and/or EURAU (including all disputes with regard to non-contractual rights and obligations arising out of or in connection with these EURAU Terms and/or EURAU) shall be Frankfurt am Main, Federal Republic of Germany.

### EURAU Code of Conduct

- (1) **Compliance with Law:** The EURAU Holder is holding and using EURAU in compliance with Applicable Law (including MiCAR). It will comply with all laws applicable to it.
- (2) **Technical Prerequisites:** The EURAU Holder will implement, operate and maintain at its own expense all technical prerequisites (hardware, software and telecommunications), including a wallet, to hold and use EURAU in accordance with the EURAU Terms.
- (3) **EURAU Access:** Access to the blockchain address of the EURAU Holder and confidentiality of information relating thereto, is the sole responsibility of the EURAU Holder (and not the responsibility of the Issuer). The EURAU Holder will inform the Issuer without undue delay if it has reason to believe that an unauthorised third party has access to its blockchain address relating to The EURAU Holder.
- (4) **Natural Persons:** If the EURAU Holder is a natural person, it is 18 years of age or older.
- (5) **No Restricted Person:** The EURAU Holder is not a restricted person, listed on the sanctions list of the Federal Republic of Germany, the European Union, the United States of America (including any list of the Office of Foreign Assets Control (OFAC)), the United Nations, and is not holding EURAU on behalf of such a restricted person.
- (6) **No Illegal Activity:** The EURAU Holder is not, and will not be, using EURAU for any anti-money laundering, anti-terrorist financings or any other illegal activity, including but not limited to: human trafficking, production and trade of controversial weapons and ammunition, illegal (online-)gambling, production and trade of narcotics (including cannabis industry), red-light district and adult entertainment, production and trade of nuclear fuels and dual-use technologies.
- (7) **No Breach of Law:** The EURAU Holder will not use EURAU in a manner that causes, or would cause, the Issuer to be in breach of any law applicable to the Issuer or that is, or would be, in violation of any law or regulation or rights of any person, including but not limited to intellectual property rights. It will not use EURAU in a manner that damages or adversely affects the reputation of the Issuer.
- (8) **No Reverse Engineering:** The EURAU Holder will not disassemble, decompile, reverse engineer, or use any other means to attempt to discover any code or underlying ideas, algorithms or organization of EURAU or any smart contracts relating thereto or part thereof.
- (9) **Review of Issuer's Website:** It will review the Issuer's website on a continuous basis in respect of information relevant to EURAU, including but not limited to any notifications, amendments to the whitepaper and amendments to the EURAU Terms.

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