

## **TERMS AND CONDITIONS OF THE ALLUNITY E-MONEY TOKEN (the "CHFAU Terms")**

The rights and obligations attached to a CHFAU are set out in these CHFAU 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 CHFAU a CHFAU Holder (as defined below) accepts and agrees to these CHFAU Terms. A CHFAU Holder (as defined below) who does not accept and agree to these CHFAU Terms may not use CHFAU.

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

### **1 Issuer, Status, Denomination, Issuance**

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- 1.1** Issuer: CHFAU 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").
- 1.2** Status: CHFAU 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").
- 1.3** Denomination: CHFAU is denominated in swiss franc with one swiss franc equal to one CHFAU. Each CHFAU has a par value of one.
- 1.4** Issuance of CHFAU: Pursuant to Article 49 MiCAR, the Issuer is obliged to issue CHFAU at par value upon receipt of funds. For these purposes, CHFAU has a register on the relevant blockchain on which it is issued containing all transfers of CHFAU. Issuance of CHFAU is effected by way of registration of CHFAU upon initiation of the Issuer under the blockchain address of the initial purchaser (or its custodian) on the relevant blockchain on which CHFAU is being issued. The Issuer issues CHFAU only to a blockchain address of a Verified Institution.
- 1.5** "Verified Institution" means any institution admitted by the Issuer for the initial purchase of CHFAU 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/verified-institutions> or a website subsequently designated for that purpose.

### **2 CHFAU Holders' Right of Redemption**

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- 2.1** Right of Redemption: Pursuant to Article 49(2) and (4) MiCAR and subject to the CHFAU Terms, a holder of a CHFAU (a "CHFAU Holder") has a claim against AllUnity as the issuer of CHFAU upon request of the CHFAU Holder, for the redemption of a CHFAU at any time and at par value for the payment in funds, other than electronic money, of the

monetary value of CHFAU as an EMT held by the CHFAU Holder.

- 2.2** Redemption Policy: The right of redemption of a CHFAU Holder is subject to the conditions for redemption set out in the CHFAU 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 CHFAU, 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 CHFAU Holder and external sources of (i) the identity of the holder and beneficial owner of the CHFAU subject to redemption, (ii) the source of funds and wealth (including the CHFAU subject to redemption) of the CHFAU Holder and (iii) control over the sender wallet by the CHFAU 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 CHFAU subject to redemption.

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

### **3 Availability and Transfers**

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- 3.1** Availability of CHFAU: The availability of CHFAU depends on the availability of the blockchain on which CHFAU is being issued. Availability of CHFAU 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 CHFAU is unavailable due to planned downtime or caused by circumstances beyond the Issuer or the CHFAU 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.

- 3.2** Transfers: A CHFAU Holder may transfer a CHFAU (in whole or in fractions of 1/100) to a third party transferee by sending a CHFAU 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 CHFAU Holder may lose access and any entitlements to any such CHFAU 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) CHFAU 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 CHFAU, or (iv) the blockchain address belongs to an entity that may return the CHFAU but requires further actions on its part, such as verification of the identity of the CHFAU Holder.

Any such transfer and instructions relating thereto is the sole responsibility of the CHFAU Holder. Accordingly, the Issuer has no responsibility or obligation to track, verify or

determine the source of the CHFAU balance for a CHFAU Holder, including any form of security interest claimed thereon.

- 3.3** 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 CHFAU Terms and/or compliance obligations the Issuer is subject to, such as anti-money laundering and sanctions obligations.

- 3.4** Blocking of CHFAU: The Issuer reserves the right to block a transfer of a CHFAU to or from a Blacklisted Blockchain Address (and each such CHFAU a "Blocked CHFAU"). In certain circumstances, the Issuer may report the (attempted) transfer of a Blocked CHFAU to the relevant authorities. The Issuer may also be required by law to surrender the reserves of the CHFAU (the "CHFAU Reserves") related to a Blocked CHFAU to the relevant authorities. The relevant CHFAU Holder may forfeit any rights associated with any such Blocked CHFAU, including the right to redeem and/or transfer any such Blocked CHFAU, 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 CHFAU Holder.

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

## **4 No Lien or Equity Interest**

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The holding of CHFAU 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 CHFAU Holders**

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A CHFAU Holder is subject to the following undertakings:

- 5.1** Compliance with CHFAU Terms: The CHFAU Holder is holding and using CHFAU in compliance with the CHFAU Terms.
- 5.2** Code of Conduct: The CHFAU Holder complies, and will comply, with the CHFAU Code of Conduct (attached to these CHFAU Terms).
- 5.3** Information: Any information provided to the Issuer is correct and complete. The CHFAU 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.
- 5.4** Declarations: All declarations and other actions made via the CHFAU Holder's blockchain address relating to CHFAU are attributed to it. The Issuer is entitled to rely on any declaration or other action made via the CHFAU Holder's blockchain address relating to CHFAU to have been made by it (or, in case of legal entities on its behalf by a

properly authorized representative).

- 5.5** Liability of the Issuer: The liability of the Issuer is limited as set out in Clause 6 (Liability) below.
- 5.6** Use of CHFAU: The CHFAU Holder is solely responsible for the use of CHFAU (and the merchantability and fitness for a particular purpose of CHFAU) 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 CHFAU.
- 5.7** Intellectual Property Rights: The CHFAU Holder is the sole responsibility of the CHFAU Holder that the CHFAU Holder's use of CHFAU, the software required to hold and/or transfer CHFAU or its content will not infringe the rights of third parties.

## **6 Liability**

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- 6.1** Issuer Liability: The Issuer is liable to a CHFAU 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).
- 6.2** 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 a CHFAU 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.

- 6.3** 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 CHFAU and CHF 5.000.000.
- 6.4** Consequential Damages: In case of paragraph (2) of this Clause 6 (Liability), the Issuer is not liable for consequential damages (including loss of profits).
- 6.5** Punitive Damages: The Issuer is not liable for punitive damages.
- 6.6** 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.
- 6.7** 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.
- 6.8** 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 a CHFAU Holder pursuant to Article 52 MiCAR).

## **7 Notifications**

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- 7.1** Notifications to the Issuer: Notifications of CHFAU Holders to the Issuer about any legally binding declarations are to be made in writing via (i) e-mail 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, 60316 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.
- 7.2** Notifications to the CHFAU Holders: Notifications by the Issuer in respect of CHFAU 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 a CHFAU Holder's wallet and/or
  - (ii) published by the Issuer (a) on the Issuer's website [insert website] 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 CHFAU**

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- 8.1** Suspension of CHFAU: The Issuer may take one or more of the following measures in respect of a CHFAU and/or a CHFAU Holder, as the case may be, upon becoming aware of any of the Reasons for Suspension.
- (i) Warn other CHFAU 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 CHFAU (in particular with regard to any Blocked CHFAU).
  - (iv) Block (temporarily or permanently) access of any relevant CHFAU Holder to any one or more CHFAUs.
  - (v) Withhold redemption of a CHFAU.
  - (vi) Cancel the redemption claim in respect of a CHFAU or a CHFAU Holder.
  - (vii) Take such other (temporary or permanent) measure 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, CHFAU and/or the relevant CHFAU Holder.
- (ii) Any material violation of these CHFAU Terms.
- (iii) Any use of CHFAU 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 CHFAU.
- (v) Any use of CHFAU that may otherwise damage or adversely affect the Issuer's reputation.
- (vi) Any other material reason (wichtiger Grund).

**8.2** Additional Measures: The aforementioned measures may also be taken by the Issuer, if these measures are necessary to:

- (i) Protect other CHFAU 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 CHFAU.
- (iv) Ensure orderly market conditions.
- (v) Ensure compliance with any law applicable to the Issuer, CHFAU or the relevant CHFAU Holder.

**8.3** Interest of CHFAU Holders: When choosing to suspend or take a measure, the Issuer shall take into account the legitimate interests of the CHFAU Holder concerned.

**8.4** Notification of CHFAU Holders: The Issuer shall use reasonable efforts to notify the relevant CHFAU 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**

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**9.1** Indefinite Term: These CHFAU Terms apply to any CHFAU for as long as any such CHFAU is outstanding and not redeemed by the Issuer.

**9.2** Termination by the Issuer with Notice. The Issuer may at any time terminate these CHFAU Terms in respect of all, but not one, CHFAU with a notice period of six (6) months. Any such notice is to be given in accordance with Clause 7 (Notifications).

**9.3** Termination by the Issuer with Immediate Effect: The Issuer may at any time terminate

these CHFAU Terms with immediate effect with regard to any one or more CHFAU and/or any one or more CHFAU 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 CHFAU issuing activities.
- (iii) Transfer of the Issuer's CHFAU issuing activities (including, but not limited to, to enable the Issuer to replace and/or redeem and issue new identical CHFAUs in situations where a transfer requires the consent of all CHFAU Holders).
- (iv) To give effect to any order by a competent regulatory or judicial authority.
- (v) Any other material reason (wichtiger Grund).

**9.4** 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 CHFAU in accordance with Clause 7 (Notifications).

**9.5** 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**

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**10.1** Amendments: Any amendment to these CHFAU Terms will be offered by the Issuer to the CHFAU 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 CHFAU dependent on the CHFAU Holder's consent to the amended CHFAU Terms.

**10.2** Acceptance by the CHFAU Holder: An amendment offered by the Issuer to these CHFAU Terms only becomes effective upon acceptance by the CHFAU Holder.

**10.3** Deemed Consent by the CHFAU Holder: If the CHFAU Holder has not rejected the proposed amendment before the Amendment Effective Date, the CHFAU 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.

**10.4** 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 CHFAU Terms, i.e. the redemption obligation of CHFAU pursuant to paragraph (1) and (2) of Clause 2 (CHFAU 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 CHFAU Holder's consent to the amendments by other means.

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

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

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

## **11 Substitution of the Issuer**

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**11.1 Right of Substitution:** The Issuer is entitled at any time, without the consent of the CHFAU 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 CHFAU provided that:

(i) the Successor Issuer assumes all obligations of the Issuer arising from or in connection with CHFAU;

(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 CHFAU have been taken, performed and executed;

(iii) the Successor Issuer has undertaken to indemnify and hold each CHFAU Holder harmless for all taxes, levies, assessments or official fees imposed on the CHFAU 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 CHFAU for the benefit of the CHFAU 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.

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

## **12 Governing Law; Jurisdiction**

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- 12.1** Governing Law: These CHFAU 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.
- 12.2** Place of Jurisdiction: The place of jurisdiction for disputes arising out of or in connection with these CHFAU Terms and/or CHFAU (including all disputes with regard to non-contractual rights and obligations arising out of or in connection with these CHFAU Terms and/or CHFAU) shall be Frankfurt am Main, Federal Republic of Germany.

If the CHFAU 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 CHFAU Terms and/or CHFAU (including all disputes with regard to non-contractual rights and obligations arising out of or in connection with these CHFAU Terms and/or CHFAU) shall be Frankfurt am Main, Federal Republic of Germany.

## CHFAU CODE OF CONDUCT

1. **Compliance with Law:** The CHFAU Holder is holding and using CHFAU in compliance with Applicable Law (including MiCAR). It will comply with all laws applicable to it.
2. **Technical Prerequisites:** The CHFAU Holder will implement, operate and maintain at its own expense all technical prerequisites (hardware, software and telecommunications), including a wallet, to hold and use CHFAU in accordance with the CHFAU Terms.
3. **CHFAU Access:** Access to the blockchain address of the CHFAU Holder and confidentiality of information relating thereto, is the sole responsibility of the CHFAU Holder (and not the responsibility of the Issuer). The CHFAU 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 CHFAU Holder.
4. **Natural Persons:** If the CHFAU Holder is a natural person, it is 18 years of age or older.
5. **No Restricted Person:** The CHFAU 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 CHFAU on behalf of such a restricted person.
6. **No Illegal Activity:** The CHFAU Holder is not, and will not be, using CHFAU 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 CHFAU Holder will not use CHFAU 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 CHFAU in a manner that damages or adversely affects the reputation of the Issuer.
8. **No Reverse Engineering:** The CHFAU 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 CHFAU 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 CHFAU, including but not limited to any notifications, amendments to the whitepaper and amendments to the CHFAU Terms.

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