

Redemption Policy

of

AllUnity GmbH



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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 (hereinafter “**AllUnity**” or “**Issuer**”) 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 the right of redemption of all holders of EMTs which are not in a contractual relationship with AllUnity as Verified Institutions (hereinafter “**EMT Holders**”). This policy (hereinafter “**Policy**”) together with the relevant EMT White Paper (including the relevant EMT Terms) constitutes the terms of redemption between AllUnity and the EMT Holders. All other Definitions in this Policy shall have the same meaning as set out in the relevant EMT White Paper (including the relevant EMT Terms).

1 Right of Redemption

Pursuant to Article 49(2) and (4) MiCAR and subject to the relevant EMT Terms, a holder of an EMT has a claim against AllUnity as the issuer of EMTs upon request of the EMT Holders, for the redemption of an EMT at any time and at par value for the payment in funds, other than electronic money, of the monetary value of EMT as an EMT held by the EMT Holders. This Policy reflects the Issuer’s obligation to comply with mandatory legal and regulatory requirements in connection with the redemption of EMT, notably Issuer’s the obligation to comply with anti-money laundering, anti-terrorist financing and sanctions requirements.

2 Redemption Process

- 2.1 The EMT Holders may submit a redemption request including all the information requested by AllUnity in connection with the redemption request to AllUnity via the communication channel made available by AllUnity under <https://allunity.com/eea-redemptions>. Any such information will include KYC information and the provision of details of a bank account in the EMT Holders’ name.
- 2.2 AllUnity will acknowledge the receipt of the redemption request.
- 2.3 Any such redemption request shall specify a bank account at an European Economic Area (EEA) bank and International Bank Account Number (IBAN) of the EMT Holders for the payment of the redemption amount. All bank accounts held with banking institutions outside the EEA must undergo a comprehensive review and approval process by AllUnity’s Anti-Money Laundering Officer.
- 2.4 Following the successful completion of all the compliance checks the EMT Holders will initiate a transfer of EMTs to the relevant blockchain address notified to the EMT Holders by AllUnity. Upon receipt of the EMTs by AllUnity on the notified blockchain address, AllUnity will transfer the corresponding fiat CHF amount to the bank account notified by the EMT Holders to AllUnity with the redemption request. For any avoidance of doubt, AllUnity will only transfer fiat CHF to a bank account in the name of the EMT Holders submitting the redemption request.

- 2.5 In lieu of a redemption, an EMT Holder may at any time obtain the economic equivalent to a redemption of an EMT by way of sale and transfer of an EMT in accordance with Clause 3 of the relevant EMT Terms (Availability and Transfers) to a third party.

3 KYC/AML and Compliance

- 3.1 The compliance obligations consist of, in particular, the verification by AllUnity based on information provided by the EMT Holders and external sources of
- (i) identification and verification of the identity of the holder and where applicable of beneficial owner of the EMTs subject to redemption,
 - (ii) the source of funds and wealth (including the EMT subject to redemption) of the EMT Holders,
 - (iii) verification of the control over the sender wallet by the EMT Holders via micro transaction 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 EMT subject to redemption and
 - (iv) verification of the ownership of the EMT Holders bank account for transfer of the fiat CHF via micro transaction.
- 3.2 Failure of passing all KYC/AML and compliance checks and obligations may result in a denial of the redemption request by AllUnity.
- 3.3 This process should be completed within five (5) business days after the receipt of EMT from the EMT Holders on the designated redemption blockchain address, unless discrepancies are identified during the redemption procedure, e.g. indications for money laundering or terrorism financing.

4 Obligations of the EMT Holders

- 4.1 All information provided by the EMT Holders must be up-to-date, complete and accurate.
- 4.2 All documents must be submitted in original or as certified copy. Certified means that the authenticity of the copy or signature has been confirmed by an authorized body. Depending on the country of origin of the document, this can require an official certification by a government body or a notary public, a formal legalization procedure or an apostille.
- 4.3 The EMT Holders shall be liable for any damages arising from false, misleading, or outdated information.
- 4.4 The EMT Holders acknowledge that this Policy may be automatically amended or suspended by implementation of the Recovery Plan and/or the Redemption Plan in accordance with Article 55 in conjunction with Article 46 or 47 of MiCAR.

5 Redemption after Termination according to Clause 10(5) of the relevant EMT Terms

- 5.1 Any EMT Holder is entitled to terminate without observing a notice period (fristlos kündigen) the relevant EMT Terms within three (3) months of the notification of the replacement of the Issuer. The Issuer will redeem the EMT held in accordance with Clause 2 of the relevant EMT Terms (EMT Holders' Right of Redemption).
- 5.2 According to Clause 10(5) of the relevant EMT Terms, if an EMT Holder rejects the Issuer's offer for an amendment of the relevant EMT Terms or agrees by way of deemed consent for an amendment of terms, the EMT Holder has the right to redeem its EMT token free of charge before the Amendment Effective Date in accordance with paragraphs (1) and (2) of Clause 2 of the relevant EMT Terms (EMT Holders' Right of Redemption).
- 5.3 The Issuer will inform the EMT Holder together with the proposed amendment of the consequences of his non-acceptance and his termination right.

6 Liability and Force Majeure

- 6.1 AllUnity shall not be liable for unavailability of the EMTs due to:
- (i) blockchain is not available and/or access to any such blockchain or wallets or other technical equipment to access EMT is unavailable due to planned downtime or caused by circumstances beyond AllUnity's or the EMT 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, internet service provider failure or delay, or denial of service attack
 - (ii) AllUnity is not responsible and assumes no liability for damages due to force majeure (höhere Gewalt) or events beyond AllUnity's reasonable control.
 - (iii) 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.
- 6.2 Furthermore 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.

7 Miscellaneous

If and to the extent the terms of this Policy conflict with the relevant EMT White Paper (including the relevant EMT Terms), then the relevant EMT White Paper (including the relevant EMT Terms) will prevail.